



Agenda

Greenville City Council

March 5, 2012
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Smith

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 of the December 8, 2011 and January 9, 2012 City Council meetings
2. Time extensions on municipal agreements with the North Carolina Department of Transportation for the Dickinson/Chestnut Storm Drainage Improvement Project and the Stantonsburg Sidewalk and Pedestrian Crossing Project
3. Contract with JKF Architecture for on-call architectural/engineering services
4. Uptown Greenville services contract

5. Audit services contract for fiscal year ending June 30, 2012
6. Ball field cooperative use agreement with First Christian Church
7. Establish fair market value for City-owned property at 804 Fleming Street
8. Ordinance amending Greenville Utilities Commission's Electric Capital Project Budget for the Substation Modernization Project
9. Report on bids awarded

VII. New Business

10. Presentation by Vidant Medical Center President Steve Lawler
11. Presentations by Boards and Commissions
 - a. Board of Adjustment
 - b. Human Relations Council
12. Report from volunteer mediators Rev. Kenneth Battle and Rev. Robert Hudak on Sanitation Division Employee-Management Committee
13. Request by Baxter and Margaret Myers for the sale of City-owned property
14. Ordinance changes to the City Code recommended by the Greenville Bicycle & Pedestrian Commission
15. Vegetative and food waste recycling and impediments to recycling
16. Amendment to the Assignment of Classes to Salary Grades and Ranges and an additional position allocation within the Public Works Department Sanitation Division
17. Reasonable accommodation under the Federal Fair Housing Act
18. City of Greenville 2012-2013 Strategic Goals
19. Capital Improvement Program for fiscal years 2013 through 2017
20. Budget ordinance amendment #8 to the 2011-2012 City of Greenville budget (Ordinance #11-038), amendments to the Emergency Operations Center Capital Project Fund (Ordinance #11-056.2) and the Drew Steele Center Capital Project Fund (Ordinance #09-42), and revised Capital Reserve Fund Ordinance and Designation detail

21. Amendment of Policy on Mayor and Council Members Adding an Agenda Item

VIII. Review of March 8, 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: 3/5/2012
Time: 6:00 PM

Title of Item: Minutes of the December 8, 2011 and January 9, 2012 City Council meetings

Explanation: Proposed minutes for the regular City Council meetings held on December 8, 2011 and January 9, 2012 are presented for review and approval.

Fiscal Note: No direct cost to the City.

Recommendation: Review and approve the attached proposed minutes for the regular City Council meetings held on December 8, 2011 and January 9, 2012.

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

Attachments / click to download

[Proposed Minutes of December 8 2011 City Council Meeting_917732](#)

[Proposed Minutes of the January 9 2012 City Council Meeting_917082](#)



PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, DECEMBER 8, 2011

A regular meeting of the Greenville City Council was held on Thursday, December 8, 2011 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 7:00 pm. Mayor Pro-Tem Glover gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Rose H. Glover, Council Member Kandie 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:

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

APPROVAL OF THE AGENDA

City Manager Wayne Bowers stated Staff has no recommended changes to the agenda.

Council Member Joyner stated he would like to add a report on public safety from Chief Anderson and a closed session to discuss a personnel matter. Mr. Bowers stated a public safety report will be given under City Manager's Report.

Council Member Mitchell said he would like to add discussion of property revaluation, sales tax revenues and the challenges facing the City. In addition, he said he would like to discuss redirection of community resources for economic development so that there is a dedicated staff position for that purpose. Mr. Bowers stated he will be giving a budget update under City Manager's Report which will cover sales taxes and property taxes.

Council Member Mercer stated he was unclear on Council Member Mitchell's intent with regard to the economic development issues.

Council Member Mitchell stated he was merely asking that the item be added for discussion at this meeting.



Council Member Blackburn stated the City Council has addressed this in a number of ways. Often a Council Member will request, under City Council Comments, that an item be scheduled for a report at a future meeting, thereby allowing staff to properly prepare.

Council Member Mitchell stated he would like a general discussion at this meeting because he is not sure what specifically to request in a report.

Council Member Mercer said economic development is a topic that warrants discussion, but he has reservations about adding items of such significance to the agenda if they are not an emergency since it precludes the public from knowing in advance that a topic will be discussed.

Mayor Pro-Tem Glover made a motion, seconded by Council Member Mitchell to add discussion of economic development and a closed session to discuss a personnel matter to the agenda. Council Member Blackburn asked to clarify that all Council Member Mitchell intended is discussion, with no voting at this meeting, on economic development. Council Member Mitchell stated she was correct. There being no further discussion, the motion passed by a vote of 5 to 1 with Council Member Mercer casting the dissenting vote.

Council Member Joyner then moved to adopt the agenda with the approved additions. Council Member Smith seconded the motion, which passed by a vote of 5 to 1 with Council Member Mercer casting the dissenting vote.

SPECIAL RECOGNITIONS

- Bobby Thompson – Fire/Rescue Department Retiree

City Manager Bowers, joined by Mayor Thomas and Fire and Rescue Chief Bill Ale, read and presented a plaque to Bobby Thompson in honor of 30 years of service to the Fire and Rescue Department.

- Howard Vainright – Recreation and Parks Department Retiree

City Manager Bowers, joined by Mayor Thomas and Recreation and Parks Director Gary Fenton, read and presented a plaque to Howard Vainright in honor of 28 years, 7 months of service to the Recreation and Parks Department.



CONSENT AGENDA

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

- Minutes of the September 8, October 10, and October 13, 2011 City Council meetings
- (Removed for Separate Discussion) Purchase of a rear-mounted aerial platform fire truck
- Contract award for the design of the Emergency Operations Center
- (Removed for Separate Discussion) Amendment to the Assignment of Classes to Salary Grades and Ranges and position reallocation (Public Safety Systems Analyst)
- Grant of sanitary sewer easement on the Pitt-Greenville Airport property to Greenville Utilities Commission for the Westside Sanitary Sewer Project
- Sewer capital projects budget ordinance for sewer extension to the Southwest Commercial Park

Council Member Blackburn stated she has a question about the fire truck item. Mayor Pro-Tem Glover said she has some concern regarding the Public Safety Systems Analyst item.

Council Member Joyner moved to remove the items mentioned by Council Member Blackburn and Mayor Pro-Tem Glover for separate discussion and to approve remaining items on the Consent Agenda. Council Member Smith seconded the motion, which passed by unanimous vote.

- (Removed from Consent Agenda) Purchase of a rear-mounted aerial platform fire truck

Council Member Blackburn asked if the new unit would be parked at Station One. She also asked if the purple truck was being replaced, could the new unit be painted purple.

City Manager Bowers stated the new unit will replace Ladder #1 at Station One. The unit being purchased has already been painted red and cannot be painted purple at this time without significant expense. The City's policy is to have one purple fire truck. The one being replaced at this time is not the one that is painted purple.



Council Member Joyner asked, if the purpose of replacing Ladder #1 is to enhance the City's ability to respond to building fires at East Carolina University (ECU) and Pitt County Memorial Hospital (PCMH), why is the City covering 50% of the cost while ECU and PCMH are only covering 25% each.

Fire and Rescue Chief Bill Ale stated there are four other facilities that pay city taxes that will benefit from this new unit.

Council Member Joyner asked who determined the cost-share percentages. Mr. Bowers responded that percentages replicate those established in 1996 when the unit being replaced was originally purchased.

Council Member Joyner then moved to approve the purchase, seconded by Council Member Smith. There being no further discussion, the motion was approved by unanimous vote.

- (Removed from Consent Agenda) Amendment to the Assignment of Classes to Salary Grades and Ranges and position reallocation (Public Safety Systems Analyst)

Mayor Pro-Tem Glover stated she has some concerns about the proposed job title and moved to continue this item to the next City Council meeting. Council Member Smith seconded the motion, which passed by unanimous vote.

OLD BUSINESS

- Establishing public hearing date on proposed ordinance relating to a procedure to refuse to issue a local license for the sale of beer and wine

City Attorney Dave Holec stated the City Council reviewed recommendations of the Special Task Force on Public Safety at its September 8, 2011 meeting. Of the original 22 recommendations, the City Council determined to further pursue 7 and directed that any implementing action be brought before the City Council as the subject of a public hearing, even if a public hearing is not required by law.

One of the recommendations which the City Council determined to pursue further was to "enact an ordinance which establishes the procedure for the City to refuse to issue, as allowed by G.S. §105-113.71, a local license for the sale of beer and wine if the applicant committed any, or permitted any, act that would be grounds for suspension or revocation of its ABC permit under G.S. §18B-104 (Chapel Hill, Wilmington).



Mr. Holec stated the City Council is asked at this meeting simply to establish a public hearing date of January 12, 2012 on the proposed ordinance.

Council Member Blackburn made a motion to establish a public hearing date of January 12, 2012 on the proposed ordinance implementing the recommendation of the Special Task Force on Public Safety. Council Member Mercer seconded the motion.

Council Member Joyner stated this is a matter already being regulated by the North Carolina Alcoholic Beverage Control Commission (ABC) and he feels the control should rest there. He stated implementing this ordinance would give the City too much power and would be the first step in shutting down local bars. He said it would present the opportunity to be vindictive. He asked if the State has the authority to pull an establishment's ABC permit.

Mr. Holec replied the State does have that power.

Council Member Blackburn said she feels there are two distinguishing issues. The first is that the City Council established the Task Force and this was their recommendation. She said she feels the City Council is compelled to see that recommendation through proper channels. The other issue is that the City should have some ability to regulate public establishments that are in continual violation of the rules by which they must operate.

Council Member Joyner stated he could not disagree more. While he appreciates the time and effort of the Task Force, he feels 18 of their 22 recommendations were intended to shut down local bars and some of their recommendations were not within what the City has the authority to implement. There were no bar owners on the Task Force, nor were any invited to participate in the meetings.

Mayor Thomas reminded the City Council there was a motion and second on the floor for vote. There being no additional discussion, the City Council voted 5 to 1 to schedule the public hearing for January 12, 2012, with Council Member Joyner casting the dissenting vote.

NEW BUSINESS

PUBLIC HEARINGS

- Ordinance requested by Michael Overton to rezone 1.0172 acres located at the southwest corner of the intersection of Arlington Boulevard and Dickinson Avenue



from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family])

Planner Chantae Gooby stated the subject area is located in Vision Area F. Arlington Boulevard is designated as a connector corridor, which means it is anticipated to contain a variety of higher intensity activities and uses. Dickinson Avenue is designated as a residential corridor between Arlington Boulevard and Greenville Boulevard/Allen Road. Along residential corridors, office, service and retail activities should be specifically restricted to the associated focus area, and linear expansion outside of the focus area should be prohibited.

The Future Land Use Plan Map recommends office/institutional/multifamily (OIMF) at the southwest corner of the intersection of Arlington Boulevard and Dickinson Avenue transitioning to conservation/open space (COS) in the interior area.

Ms. Gooby explained the Future Land Use Plan Map identifies certain areas for conservation/open space uses. The map is not meant to be dimensionally specific, and may not correspond precisely to conditions on the ground. When considering rezoning requests or other development proposals, some areas classified as conservation/open space may be determined not to contain anticipated development limitations. In such cases, the future preferred land use should be based on adjacent Future Land Use Plan designations, contextual considerations and the general policies of the comprehensive plan.

Based on possible uses permitted by the requested rezoning, Ms. Gooby said the proposed rezoning classification could generate 106 trips to and from the site on Dickinson Avenue, which is a net increase of 68 additional trips per day. During the review process, measures to mitigate the traffic, if required, will be determined.

According to Ms. Gooby, the subject property was incorporated into the City's extra-territorial jurisdiction (ETJ) in 1972 and zoned RA20 (Residential-Agricultural). The property is currently vacant. Water is located in the right-of-way of Dickinson Avenue. Sanitary sewer is located in the right-of-way of Arlington Boulevard. There are no known historic effects on the property, nor any environmental conditions or constraints.

Surrounding land uses and zoning are as follows:

North: O - Burton Family Dental and Associates
South: OR - Thomas Professional Office; RA20 - vacant
East: R6 - Pecan Grove Apartments and one duplex residence
West: MO - Vacant



Ms. Gooby stated under the current zoning (RA20), the site could yield four (4) single-family lots. Under the proposed zoning (OR), the site could yield no more than 16 multi-family units. The anticipated build-out time is 1 to 2 years. The Planning and Zoning Commission voted to approve this request at its November 15, 2011 meeting.

Ms. Gooby said it is Staff's opinion that the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. "In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and Staff recommends approval of the requested rezoning.

Mayor Thomas opened the public hearing for the requested rezoning at 7:52 pm and invited anyone wishing to speak in favor to come forward.

Michael Overton – No Address Given

Mr. Overton stated he is representing Dr. Rick Webb, who wants the property rezoned to match surrounding properties that he owns.

Hearing no further comment in favor of the requested rezoning, Mayor Thomas then invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 7:53 pm.

Council Member Joyner moved to adopt the ordinance to rezone 1.0172 acres located at the southwest corner of the intersection of Arlington Boulevard and Dickinson Avenue from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family]). Council Member Mercer seconded the motion, which passed by unanimous vote.

- Ordinance amending the Zoning Ordinance standards for dining and entertainment establishments

Chief Planner Chris Padgett stated the City Council had, at their August 22, 2011 meeting, directed staff to develop a report on the City's current standards for dining and entertainment establishments (D&E's). The request was initiated by Council Member Joyner, who stated that he was interested in amending the weekday time restrictions for amplified audio entertainment applicable to D&E's. More specifically, he was interested in amending said standards so as to differentiate between those establishments located within close proximity to existing single-



family residences and districts and those that are located within commercial areas, not within a set distance of single-family residences and districts.

Mr. Padgett said staff developed and presented the requested report to the City Council at their September 8, 2011 meeting. Following discussion at that meeting, the City Council directed staff to draft a specific text amendment for their review and consideration.

Staff developed the requested text amendment and presented it to the City Council at their October 10, 2011 meeting, after which the City Council voted to initiate the Zoning Ordinance text amendment and requested that the Neighborhood Advisory Board review and provide a recommendation on the same.

Mr. Padgett stated that currently, D&E's are not permitted to have amplified audio entertainment, such as bands or karaoke, after 11 p.m. on Monday, Tuesday, Wednesday, and Thursday (weekdays) or after 2 a.m. on Friday and Saturday or 11 p.m. on Sunday (weekends). He indicated there are two exceptions to these standards: on December 31 (New Year's Eve), the time may be extended to 2 a.m., and D&E's located in the CD (Downtown Commercial) district may have amplified audio entertainment until 2 a.m. on Thursdays.

Mr. Padgett then summarized the proposed text amendment:

- D&E's that meet specified spacing requirements qualify for extended hours of amplified audio entertainment on Thursdays and on specified holidays or observances. More specifically, those D&E's that qualify could extend the hours of amplified audio entertainment from 11:00 p.m. to 2:00 a.m. on Thursdays and on March 17 (St. Patrick's Day), May 5 (Cinco de Mayo), July 4 (Independence Day), and October 31 (Halloween).
- To qualify for this provision, the dining and entertainment establishment shall not be located within a 500-foot radius, including street rights-of-way, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the dining and entertainment establishment to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. The separation requirement proposed is the same as is currently applicable to public or private clubs.
- Those D&E's that do not meet the specified spacing standards would continue to abide by the current standards.



Mr. Padgett stated four of the five existing D&E's located within the City's territorial jurisdiction meet the new spacing requirements and would qualify to have amplified audio entertainment on each Thursday night and on specified holidays or observances to no later than 2:00 a.m. the following day if the draft modifications are adopted. The establishments that would qualify include AJ McMurphy's at 1914 Turnberry Drive, Japan Inn at 739 Red Banks Road, Upper Deck Sports Bar and Grill at 703 SE Greenville Boulevard and The Topsy Teapot at 409 S. Evans Street. Only Christy's Europub, located at 301 S. Jarvis Street, would not qualify for extended hours of amplified audio.

Mr. Padgett stated the proposed ordinance amendment was presented to the Neighborhood Advisory Board (NAB) on November 17, 2011 and they voted unanimously against extending amplified audio entertainment at dining and entertainment establishments on Thursday nights, regardless of location.

Council Member Mitchell stated that being new on the City Council, he missed all the prior discussion on this issue. He asked if the proposed amendment was more or less restrictive than the current ordinance.

Council Member Joyner stated it is less restrictive, and indicated that he brought this issue up because AJ McMurphy's has karaoke and is deemed in violation of the existing ordinance because of operating past 11:00 pm.

Council Member Blackburn asked if bars can currently play amplified music until 2:00 am daily. Mr. Padgett stated they can. Council Member Blackburn asked wasn't it the intent of D&E ordinance to allow flexibility without having these businesses operate as bars. Community Development Director Merrill Flood stated the purpose was to separate the hybrid uses from those that function as a restaurant and provide entertainment.

Mayor Thomas opened the public hearing on the proposed text amendment at 8:05 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, Mayor Thomas invited anyone wishing to speak in opposition to come forward. Also hearing no one, Mayor Thomas closed the public hearing at 8:06 pm.

Council Member Blackburn moved to deny the requested text amendment and to make a finding and determination that the denial of the text amendment request is consistent with the comprehensive plan and that the denial of the text amendment request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and



objectives of the comprehensive plan. Council Member Mercer seconded the motion.

Council Member Mitchell stated he didn't feel existing D&E's were attempting to turn themselves into nightclubs, but merely to expand their offerings so they could survive in the current economy. He said he felt if they wished to operate as night clubs, they would request that change.

Council Member Joyner stated he feels Council Member Mitchell summarized the issue perfectly. Karaoke is the most profitable night for most establishments and allows them to keep their doors open. The amendment is only for one extra night each week plus four holidays. Greenville is a college town and the people need something to do.

Council Member Mercer said he was concerned that the proposed amendment applies only to single family residential, but people in apartments need to sleep as well. He said he'd had an email from a landlord who'd spoken to tenants about this and all were against the proposed amendment. He said they asked that the City Council protect the rights of the working class. He proposed an amendment to Council Member Blackburn's motion to permit the extended hours of amplified audio entertainment on the suggested holidays, but not on Thursdays. Council Member Blackburn declined to accept the proposed amendment to her motion.

There being no further discussion, the motion to deny the requested text amendment failed by a vote of 2 to 4 with Council Members Blackburn and Mercer casting the only affirmative votes.

Mayor Pro-Tem Glover then moved to adopt the proposed text amendment, which includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why City Council considers the action taken to be reasonable and in the public interest. Council Member Joyner seconded the motion, upon which Council Member Mercer moved to make the amendment applicable only to holidays, but to deny for Thursdays. Council Member Blackburn seconded Council Member Mercer's proposed amendment, which failed by a vote of 2 to 4 with Council Members Blackburn and Mercer casting the only affirmative votes.

The original motion to adopt the proposed text amendment then passed by a vote of 4 to 2, with Council Members Blackburn and Mercer casting the dissenting votes.



- Ordinance to annex Bent Creek Subdivision, Revised Phase 5, Portion of Lot 23 containing 7.0 acres located on the western right-of-way of Ellsworth Drive adjacent to Bent Creek Subdivision, Phase 2

Chief Planner Chris Padgett showed a map depicting the proposed annexation area, which is located within Greenville Township in voting district #1. The property is currently vacant with no population, and a population of 99 persons is anticipated at full development. Current zoning is R6 (Residential [High Density Multi-Family]), with the proposed use being a 20,000 square foot two-story nursing home facility with 46 units and 6 cottage-style buildings (4 units per building). Present tax value is \$35,000, with tax value at full development estimated at \$4,899,000. The property is located within Vision Area F

Mayor Thomas declared the public hearing for the proposed annexation open at 8:18 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 8:19 pm.

Council Member Joyner moved to adopt the ordinance to annex Bent Creek Subdivision, Revised Phase 5, Portion of Lot 23 containing 7.0 acres located on the western right-of-way of Ellsworth Drive adjacent to Bent Creek Subdivision, Phase 2. Council Member Mercer seconded the motion, which passed by unanimous vote.

- Ordinance directing the enforcement officer to repair, alter, or improve or to vacate and close the nonresidential building or structure located at 703 Howell Street

Chief Building Inspector Les Everette stated the nonresidential building at 703 Howell Street has been found to be out of compliance with the Nonresidential Building or Structure Code for the City of Greenville. Although proper notification procedures were followed, no one appeared on the owner's behalf at the hearing. The owner did contact the enforcement officer sometime after the hearing, but has not performed the needed repairs to the structure within the time established, nor provided any information as to why the repairs have not been performed.

Inspector Everette stated the current tax value of the property is \$54,460.00 (building value \$48,160, land value \$4,800 and extra features value \$1,500). The estimated cost to repair the property for occupancy is \$15,000 depending on the amount of dilapidated roof members. The cost to vacate and close the building by securing it is estimated at not more than \$5,000.

Mayor Thomas declared the public hearing open at 8:26 pm and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, he invited



comment in opposition to the proposed order. Also hearing none, Mayor Thomas declared the public hearing closed at 8:26 pm.

Council Member Joyner moved to adopt the ordinance. Council Member Mercer seconded the motion, which was approved by unanimous vote.

PUBLIC COMMENT

Dave Barham – No Address Given

Mr. Barham stated two statements were made by environmentalists; one to block construction of the new Walmart and another to block another tiny little development. He then expressed concern that the Environmental Protection Agency is destroying the coal mining industry in West Virginia, which will result in the loss of thousands of jobs.

OTHER ITEMS OF BUSINESS

- Presentations by Boards and Commissions

Greenville Bicycle and Pedestrian Commission

Greenville Bicycle and Pedestrian Commission Chairperson Brian Glover stated the Commission's first full year has been exciting and he is happy to inform the City Council of the Commission's activities. Greenville is at a crossroads, faced with giving people more choices for how to move around the community. This part of North Carolina has some of the highest rates of inactivity-related illness in the state. It is time to get serious about changing how people get around in Greenville. He then discussed the Commission's 2011 accomplishments:

- Recommended that Council adopt the 2010 Greenville Bicycle and Pedestrian Master Plan.
- Following the suggestions of the Bicycle and Pedestrian Master Plan, proposed definitional changes to the Greenville City Code, including a forward-looking redefinitions of "streets" and "crosswalk," a more consistent definition of "bicycle," and an entirely new definition for "Pedestrian Easements or Multi-Use Trail Easements."
- Advised Public Works on choice of on-road bicycle facilities to be completed in 2012, including Greenville's first "sharrows" on Fifth Street downtown, as well as striped bike lanes on West Fifth Street.
- Advised Uptown Greenville and Public Works on choice of bicycle parking facilities for the Five Points Plaza project (now installed).



- Assisted the MPO Transportation Planner with application to the League of American Bicyclists for Bicycle-Friendly Community designation. Received “honorable mention,” along with a very useful evaluation report.
- Applied to Pitt County Health Department for funding for a Greenville Bicycle map (application pending).
- Endorsed FROGGS effort to secure grant funding for feasibility studies of the South Tar River Greenway, Phase III (Pitt to Moye Blvd).
- Endorsed City staff recommendations for the proposed Intermodal Transportation Center.
- Investigated legislation to mandate the use of rear lights on bicycles in Greenville (not, as it turns out, legally possible).
- Advised City staff on bicycle signage and facilities for railroad crossings.
- Advised citizen committee for National Bike Month events in May, including National Bike to Work Day, May 20.
- Received recommendations from the Bicycle-Friendly Task Force.
- Communicated bicycle and pedestrian information to the public through televised monthly meetings.
- Received input from citizens on bicycle and pedestrian issues.

Mr. Glover stated that to achieve the Commission’s vision, a plan of action containing a set of goals is necessary and two designations are targeted as milestones for achieving the vision. The Commission hopes to achieve the Bike-Friendly designation from League of American Bicyclists and the Walk-Friendly Community designation from the Pedestrian and Bicycle Information Center, both by summer 2012.

He then outlined the Commission’s goals for achieving the desired designations:
Engineering Goals:

- Review and develop infrastructure ideas and create a priority list for walking and biking infrastructure improvements in the City of Greenville. Infrastructure includes physical pathways (e.g., sidewalks, bike lanes) as well as associated signage, lighting, safety modifications and beautification needs or priorities.
- Planning for the design and emplacement of infrastructure will have the following objectives:
 - Expand and improve existing infrastructure for walking and biking.
 - Maximize safety for these activities
 - Increase connectivity of infrastructure
 - Work on the development of a public-private-City partnership to encourage the installation of bike parking near area businesses.
 - Lead the effort to develop a “complete streets” policy and a strategy for its adoption by the City.
 - In partnership with Recreation and Parks, work on developing a City-resident partnership/team for expanding trails at area parks.



- Meet with Public Works semiannually to discuss bike and pedestrian issues and concerns.

Encouragement and Education Goals:

- Ensure that bicycle-safety education is a routine part of public education and that schools and the surrounding neighborhoods are particularly safe and convenient for walking and biking.
- Ensure that pedestrian and bicycle-safety education is a routine part of NC Drivers' Education programs.
- Encourage safe walking and bicycling practices that include but are not limited to the use of crosswalks and headlights for bicycles.

Enforcement Goals:

- Sidewalk Bicycling: analyze potential implications for biking and walking throughout City of Greenville.
- Work with police to enforce crosswalk regulations.
- Implement, and work with police to enforce, ordinances to keep sidewalks and bike lanes clear.
- Appoint a law-enforcement point person to interact with cyclists.
- Increase the number of police officers patrolling multi-use paths and streets on bike to give officers a better understanding of the conditions for cyclists and to keep secluded, multi-use paths safe.
- Change speed limit to 35 MPH around Greenway 10th St crossing. This should be done in collaboration with the infrastructure subcommittee.
- Ask police officers to use targeted information and enforcement to encourage motorists and cyclists to share the road. This could be in the form of a brochure or tip card explaining each user's rights and responsibilities. Have information material available in Spanish, if applicable. Rules of the road card could be distributed by officers to any road user (motorist, cyclist, pedestrian) who violates the rules and endangers another road user (particularly cyclists and pedestrians). This should be done in collaboration with the encouragement subcommittee.

Evaluation Goals

- Establish and implement National Bicycle and Pedestrian Documentation Project strategies for walking and biking usage
- Collect user count data twice annually for both pedestrians and cyclists on city greenway/trail areas
- Collect user count data twice annually for both pedestrians and cyclists at busy city intersections
- Yearly report of pedestrian and biking statistics for the public
- Yearly inventory of current pedestrian and biking transportation infrastructure
- Yearly count of pedestrian and biking related accidents



- Yearly inventory of accomplishments to date

Other Goals:

- Implement the Bicycle and Pedestrian Master Plan short and near term goals.
- Identify and secure sources of funding for top priority project
- Identify and secure long term funding sources
- Secure dedicated Bicycle & Pedestrian Coordinator
- Organize twice annual project development meetings between stakeholders (NCDOT, County, City, MPO) to ensure compliance with the Bicycle and Pedestrian Master Plan

Council Member Mercer stated he served as liaison to the Commission and appreciates their hard work. He said he feels that what they have presented relates directly to quality of life in Greenville, which in turn relates to economic development.

Council Member Blackburn voiced her support of the Commission's efforts as well, and asked how the City Council, given current economic limitations, could help support their work. Mr. Glover stated the immediate thing would be approval of definitional changes, which will be presented to them soon, and to help build community support.

Investment Advisory Committee

Chairman Dr. Rick Niswinder introduced new Committee member Tilwanda Steinburg, who works with BB&T and brings considerable investment experience to their group. He then stated the Investment Advisory Committee was established in August 2006 to provide additional guidance and report on events. He stated they have observed no instances of the City not being in compliance with its investment policy. Dr. Niswinder stated the city is, by law, very restricted in what it can invest in, but that keeps credit risks low. He gave a brief summary of the current portfolio, stating that 60% is in short-term investment, meaning it could quickly be turned into cash if necessary. He stated whether rates drop or not, the City's line will drop because as current investments mature, the funds will be invested at lower rates than current investments due to the current economic environment. For next year, the Committee will continue to look at diversification and restrictions, work on cash flow model systems and review the investment policy.

At 9:02 pm, upon conclusion of the Investment Advisory Committee's report, Mayor Thomas called a 10 minute recess. He reconvened the meeting at 9:12 pm.



- Resolution of intent to close a portion of Skinner Street and Smith Street

Public Works Director Wes Anderson stated the interagency agreement implementing the recommendations of the Traffic Separation Study for the City's railroad crossings was approved by all parties on November 20, 2010. The agreement includes the closing of five existing at-grade railroad crossings on City streets, one of which is the Skinner Street crossing located just west of the Public Works Department facility. Mr. Anderson showed the area proposed for closing on a map, and stated that the portion of Skinner Street requested for closure is about 370 feet in length and lying south of the Carolina Coastal Railway. Smith Street is an abandoned street running parallel to the railroad and being west of Skinner Street. Most of Smith Street is in the railroad right-of-way. Essentially, it is a street on paper only. The City would retain a drainage and utility easement upon the closed street section of Skinner Street.

Mr. Anderson stated a public hearing on closing sections of these two streets will be held during the City Council's meeting scheduled for January 12, 2012. Appropriate staff from both the City and Greenville Utilities have reviewed the proposed closing, and no objections or adverse comments were provided. He recommended the City Council adopt the Resolution of Intent to Close a Portion of Skinner Street and Smith Street.

Council Member Smith asked about the impact of this closing on area businesses. Mr. Anderson stated the impact will be minimal and that the closure of the railroad crossing creates the impact regardless of the street closing.

There being no further discussion, Council Member Smith moved to adopt the Resolution of Intent to Close a Portion of Skinner Street and Smith Street. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

- Investment grade audit agreement for the energy savings performance contract

City Engineer Scott Godefroy stated the next step in the energy savings performance contract project is for Schneider Electric, the selected energy services company (ESCO) approved by the City Council on November 14, 2011, to perform an investment grade audit (IGA). This audit will serve as the basis for determining the energy cost savings for the proposed improvements as well as the basis for the performance contract and for the contractor's guaranteed savings. The IGA includes the following:

- A list of energy conservation measures planned for each facility;
- A description of how the energy conservation measures will interact with the existing equipment in the facilities;



- Financial analysis of the effect on the City's annual utility cash flow that is the result of the energy conservation measures;
- Utility analysis demonstrating effect of installed energy conservation measures;
- Performance Assurance Support Services (PASS) Plan for the facilities;
- Project pricing for a turnkey installation of the proposed project scope that shall be firm for 120 days;
- Guaranteed energy services contract for the facilities

Mr. Godefroy introduced Robert Williams and Melissa Walker from Schneider Electric.

Mr. Williams briefly discussed the company's background with similar projects and gave an overview of plans for this project. He stated the goal is to take low cost, high savings conservation measures and mesh them with higher cost items that have lower savings to come up with a comprehensive facilities improvement project. He stated they will work with the City to find out needs of each building evaluated and build a project around that. Often there is a decrease in operational costs with these projects.

Mr. Williams reminded the City Council the project is guaranteed. If the City does not get sufficient savings to pay off the note, Schneider Electric will write a check for the difference.

Ms. Walker stated North Carolina legislation does not allow for shared savings. Any excess would go into the City's general fund. The City does invest any up-front capital and Schneider has a no-cost change order policy; if Schneider misses something, Schneider is accountable. The price is fixed up front and is approved by the Local Government Commission (LGC).

Ms. Walker discussed the benefits of performance contracting and stated one of the best is that this is a partnership between the City and Schneider Electric. The City has one point of contact for all accountability. She then explained the eight steps in the process, which include:

- Feasibility assessment
- Workshop
- Preliminary Audit



- Advertising for proposals
- Selection of a partner
- Investment grade audit
- LGC review and approval
- Project installation

Ms. Walker then discussed the project timeline, indicating the City should anticipate project completion between April and July 2013.

Council Member Mitchell asked how savings are paid. Ms. Walker stated they come in monthly. The financial arrangement dictates the City does not make any payments during the construction period. The savings accrue until construction is complete, at which time payment arrangements are set. The savings are guaranteed for 15 years and are projected at \$140,000 annually. If the audit doesn't confirm that amount can be saved, there is no obligation to proceed.

Mr. Williams added that if the project doesn't pay for itself in that length of time, the City does not owe Schneider Electric the fee.

Council Member Blackburn expressed her appreciation for projects such as this designed to reduce energy usage and result in savings that pay for capital improvements. She asked if Schneider is aiming for Lead Standards or Green Globes Standards. Ms. Walker replied that both are very expensive, but Schneider would look at those along with cash flows, then it would be up to the City to determine what to implement.

Council Member Joyner moved to approve the contract, seconded by Council Member Blackburn. There being no further discussion, the contract was approved by unanimous vote.

- Proposal to create a City of Greenville Lighting Standard

Public Works Director Wes Anderson stated his staff has received many complaints that areas in the public right-of-way are too dark. The challenge is to establish an objective standard that can be used to determine acceptable lighting levels for all streets in the City. Presently, the City has an interim standard for streetlights, which was developed based on Greenville Utilities' past practice for installing streetlights. This policy spaces the streetlights by distance. Mr. Anderson said the department needs guidance from the City



Council to assist them in developing a suitable standard for Greenville and that the City Engineer would present the two options under consideration.

Mr. Godefroy stated research has determined that cities with established standards for spacing streetlights use one of two options. One option is a policy similar to the City's current interim standard that establishes a standard based on the distance between lights. The other option is to establish a standard for lighting levels (foot candles) on the various types of streets in the City and then the spacing is adjusted to obtain that lighting level.

Mr. Godefroy stated the Public Works staff has developed a draft standard for street lighting levels using the lighting level option, which includes lighting levels for streetlights on public roads as well as parking lot lighting. The draft policy has been reviewed by the Greenville Utilities Commission and the Police, Fire-Rescue, and Recreation and Parks Departments and their comments were incorporated into the draft.

Mr. Godefroy said the next step in the process is to establish stakeholders groups and then work with stakeholders to complete the analysis and development of standards for the City, which he anticipates will take approximately one year to complete. He recommended two stakeholders groups, one for street lighting standards and another for Commercial Building/Parking Lot or Public Parking Lots. He recommended these groups be made up as follows:

- Street Light Standard stakeholders group:
 - Energy Advisory Committee Member
 - Residential Developer(s)
 - Bike and Pedestrian Commission Member
 - ECU Facilities Management
 - GUC
 - Public Works

- Commercial Building/Parking Lot or Public Parking Lot stakeholders group:
 - Commercial Developer(s)
 - Multi-family Developer(s)
 - Energy Advisory Committee Member
 - Redevelopment Commission Member
 - GUC
 - Public Works

Following a technical discussion of illumination standards, how lighting is measured in existing areas around Greenville and variations in high, medium and low activities and uses, Mr. Godefroy asked that the City Council provide guidance to continue the development of the City Lighting Standard and, if the desire is to proceed, he asked that the City Council approve the establishment of stakeholders groups for both Public Streetlight Standards and Parking Lot Lighting Standards.



Council Member Blackburn moved to continue the development of the City Lighting Standard and approve the establishment of stakeholders groups for both Public Streetlight Standards and Parking Lot Lighting Standards. Council Member Mercer seconded the motion, which passed by unanimous vote.

- Agreement for consulting services for analysis of a citywide Enterprise Resource Planning Software System

Assistant City Manager Thom Moton stated the City's financial and human resource related software applications have been in service for over 20 years. These essential applications are becoming outdated and more expensive to maintain. This software is from a company called SunGard HTE. City department heads have asked that the City pursue an Enterprise Resource Planning (ERP) software system that will provide new software to fit the business financial needs of this growing city. In September 2010, the City Manager authorized a committee to be formed to select a consultant to perform a needs assessment related to business financial needs.

Mr. Moton stated the committee consists of Financial Services Director Bernita Demery, Human Resources Director Gerry Case, Community Development Director Merrill Flood, Recreation and Parks Director Gary Fenton, Information Technology Director Rex Wilder, IT Project Coordinator Jon Hoggard and himself. A Request for Proposal (RFP) process received proposals from eleven consulting firms. The committee narrowed the candidates to three consulting firms, which were invited to give onsite presentations. After careful evaluation, the committee selected consulting firm Plante & Moran, PLLC to perform the business financials needs assessment. This selection was based on customer reference checks, consultant presentation and project fit.

Mr. Moton stated an agreement has been developed by City staff based on the first five phases of the RFP. Plante & Moran, PLLC has reviewed and agreed to the terms of the agreement, estimating that these five phases will take approximately 12 months to perform. The agreement's scope of work will include assessment of the City's current business financial systems' capabilities and deficiencies, opportunities for easy system fixes and the preparation of RFP's for the software solutions identified in the needs analysis.

The service agreement extends into fiscal year 2012-2013. The total agreement cost is \$105,525. Phase 5, which costs \$18,000, will not get underway until late fiscal year 2012-2013. Funds will be appropriated for Phase 5 cost in the fiscal year 2012-2013 budget. The total fiscal year 2011-2012 funds obligated for this purpose are \$87,525.



Council Member Mitchell asked to clarify if this is a contract to consult on the need for new software or to actually build a new software system. Mr. Moton stated it is for consulting services to determine whether there is a need to replace existing software or if the existing system can be upgraded to be more effective.

Mayor Thomas asked about the motivation for looking at this now. Mr. Moton stated it was in part due to the age of the system and concerns from staff, but also because the company that provided the existing system has indicated that system support will cease.

Council Member Mitchell moved to approve the agreement for consulting services for analysis of a citywide Enterprise Resource Planning Software System. Council Member Mercer seconded the motion, which passed by unanimous vote.

- Budget ordinance amendment #5 to the 2011-2012 City of Greenville budget (Ordinance #11-038) and budget ordinance amendments to the Special Revenue Grant Fund (Ordinance #11-003) and the New Technology for Public Safety Project Fund (Ordinance #08-52)

Financial Services Director Bernita Demery stated the proposed budget amendment is needed to accomplish the following:

- To appropriate funds needed from the New Technology for Public Safety Project fund to allow the City to participate in the Pitt County program to convert all radio systems from wideband to narrowband by January 2013 as was approved by the City Council on November 14, 2011 (\$680,000).
- To appropriate grant funds to be received by the Governor's Crime Commission to reduce gun and gang-related crimes in Greenville/Pitt County (\$16,104).
- To appropriate additional funds needed to pay the Enterprise Resource Planning (ERP) software systems consultant, Plante & Moran, to review and analyze the current financial software system (\$13,000).

Council Member Mercer moved to approve the budget ordinance amendment as presented by Ms. Demery. Council Member Joyner seconded the motion, which passed by unanimous vote.



- 2012 Schedule of City Council Meetings

City Clerk Carol Barwick presented a list of proposed dates for City Council meetings in 2012 based on Section 2-1-11 of the Greenville City Code and identified potential conflicts with those dates.

Following a general discussion of proposed dates and how those might impact holidays, other events and individual Council Members' schedules, Council Member Joyner moved to approve the following schedule:



CITY OF GREENVILLE 2012 SCHEDULE OF CITY COUNCIL MEETINGS

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

January 9 - 6:00 PM

January 12 - 7:00 PM

January 21 - 8:00 AM (Planning Session at Bradford Creek Golf Course Club House)

January 23 - 6:00 PM

February 9 - 7:00 PM

February 20 - 6:00 PM

March 5 - 6:00 PM

March 8 - 7:00 PM

March 19 - 6:00 PM

April 9 - 6:00 PM

April 12 - 7:00 PM

April 23 - 6:00 PM

May 7 - 6:00 PM

May 10 - 7:00 PM

May 21 - 6:00 PM

June 11 - 6:00 PM

June 14 - 7:00 PM

June 25 - 6:00 PM

August 6 - 6:00 PM



August 9 – 7:00 PM

August 20 – 6:00 PM

September 10 – 6:00 PM

September 13 – 7:00 PM

September 24 – 6:00 PM

October 8 – 6:00 PM

October 11 – 7:00 PM

November 5 – 6:00 PM

November 8 – 7:00 PM

November 26 – 6:00 PM

December 10 – 6:00 PM

December 13 – 7:00 PM

Council Member Blackburn seconded the motion, which passed by unanimous vote.

COMMENTS FROM MAYOR AND CITY COUNCIL

Council Member Blackburn made a motion that a presentation on pop-up alerts be added to the Planning Session agenda. Council Member Joyner seconded the motion, which passed by unanimous vote.

Council Member Joyner made a motion to add rules relating to meeting efficiency, and discussion about the concealed handgun ordinance to the Planning Session agenda; and that ECU's use of Clark Street be added to the January 9, agenda. Ms. Blackburn seconded the motion, which passed with Council Member Smith, Council Member Joyner, Mayor Pro-Tem Glover, Council Member Mitchell and Council Member Mercer in favor, and Council Member Blackburn in opposition.

Additionally, the Mayor and City Council made general comments about past and future events.

CITY MANAGER'S REPORT

Mr. Bowers stated that, with the City Council's approval, he planned to invite the School of Government to facilitate the Planning Retreat.



Council Member Joyner moved to approve Mr. Bowers' suggestion related to having the School of Government facilitate the Planning Retreat. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Mr. Bowers stated the County is about 85-90% complete with the property tax revaluation. Revaluation is completed every four years and preliminary figures for the current process should be available in January with notices going out to property owners in February. Owners will have the opportunity to appeal, which could impact final figures. Mr. Bowers stated the County Manager expects an overall decline in property value of 5-10% in the County with City numbers being similar. He stated a 10% reduction would have a budgetary impact of \$3 million. The City will be required to calculate a revenue neutral tax rate, which will be discussed in more detail during the budget process.

Mr. Bowers stated sales tax was also reviewed, but is difficult to predict because distributions are made by the State. Receipt of the fourth payment is anticipated next week, but the three payments received to date (July-September) are running about 7% above the same period for the prior year.

Mr. Bowers stated a crime report was provided in the last Council packet and invited Police Chief William Anderson to provide an update.

Chief Anderson stated there have been four homicides in the community over the past several weeks. On November 17th, there was a homicide on Cedar Lane and an arrest in that case was made yesterday. He stated the case was not gang related, but said he believes drugs were involved.

Chief Anderson stated progress is being made on the November 20th homicide on Summer Place. Leads are promising and there is no gang involvement. In the homicide on Elkin Ridge on December 1st, both a suspect and motive have been identified and Chief Anderson said he expects to have the person in custody soon. He reported that progress has been made in the gang-related homicide at Pirates Cove on December 4th. The suspects are not from Greenville, but from a jurisdiction in Pitt County.

Chief Anderson stated a multi-jurisdictional gang task force has been implemented to identify and target known gang members throughout Pitt County. He discussed plans for working with many of the large student housing complexes for safety training, and partnering with ECU Police to expand patrol capabilities.

Following the discussion on public safety concerns, Mr. Bowers recommended cancelling the December 19th City Council meeting.



Council Member Blackburn moved to cancel the meeting, seconded by Council Member Smith. There being no discussion, the motion to cancel was approved by unanimous vote.

CLOSED SESSION (ADDED)

Council Member Joyner moved to enter closed session in accordance with G.S. §143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and in accordance with G.S. §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Council Member Smith seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the City Council in closed session at 11:46 pm and called a brief recess to allow Council Members time to relocate to Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Smith and seconded by Mayor Pro-Tem Glover to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 12:55 am.

ADJOURNMENT

Council Member Smith then moved to adjourn the meeting, seconded by Mayor Pro-Tem Glover. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Thomas adjourned the meeting at 12:56 am.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk

OFFICIAL MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, JANUARY 9, 2012



The Greenville City Council met in a regular meeting on the above date at 6:00 PM 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 Council Member Mercer 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; Dave A. Holec, City Attorney; Carol L. Barwick, City Clerk and Polly Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

Motion was made by Council Member Joyner and seconded by Council Member Mercer to move the Closed Session item to the agenda for the Thursday, January 12, 2011 City Council Meeting. Motion carried unanimously.

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

PUBLIC COMMENT PERIOD

Mr. Dave Barham – No address given

Mr. Barham said that he has been leery of the business incubator program, which does not apply to him. Last week, he spoke to Wayne Harrison and Nikki Jones of the Community Development Department, and both confirmed that under this program the City would loan a qualified person \$15,000 to establish a business which could be in competition with his business, and that is not good. No private citizen using their own money should have to compete against any kind of City program. He is asking the City Council to have empathy for citizens of Greenville who are investing money into their private businesses. If he lives any more primitive than he is presently living, he will be living in a grass hut. He

understands that it is the American way to help people, and he supports downtown growth but it should not be at a taxpaying private business owner's expense. Mr. Barham further stated that if he is forced out of business because of the City assisting other businesses, he would go to each of their neighborhoods every week and beg for food.

Ms. Pam Strickland – No address given

Ms. Strickland of Eastern Carolina Stop Human Trafficking Now thanked Mayor Thomas for signing the Human Trafficking Awareness Month in Greenville proclamation. Ms. Strickland stated that human trafficking is an international problem and it happens in India, Africa, China, and it also happens in the United States. During the Fall of 2011, there was actually an arrest and a rescue in Pitt County outside of Greenville. A Hispanic brothel was discovered and a woman was rescued. Human trafficking is a real issue. She distributed information regarding Eastern Carolina Stop Human Trafficking Now. Ms. Strickland further stated that she would be glad to assist the City Council Members who would be interested in the upcoming training in Raleigh sponsored by the Salvation Army, obtaining more information, and learning more about human trafficking.

Mayor Pro-Tem Glover stated she is a member of the National League of Cities Human Development Committee, and they are creating and submitting resolutions on human trafficking to Congress. Mayor Pro-Tem Glover thanked the organization for their efforts in Greenville.

CONSENT AGENDA

1. Minutes of the November 14, November 21, and December 5, 2011 City Council meetings - Approved
2. Resolution accepting dedication of rights-of-way and easements for Bostic and Burns Drives (Resolution No. 001-12)
3. Municipal agreement with the North Carolina Department of Transportation for the design and construction of the South Tar River Greenway Phase 3 – Pitt Street to Moye Boulevard – Continued until January 12, 2012
4. Contract for on-call civil engineering services (Contract No. 2000)
5. Agreement for professional engineering services to serve as owner's representative for energy performance contracting (Contract No. 1999)

6. Resolution approving a lease agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for a portion of the C. M. Eppes Recreation Center (Resolution No. 002-12)
7. Ordinance and reimbursement resolution for Greenville Utilities Commission's Water Treatment Plant Facilities Master Plan (Ordinance No. 12-001; Resolution No. 003-12)
8. Ordinance amending the capital project budget for Greenville Utilities Commission's Water Treatment Plant Riverbank Stabilization & Raw Water Pumping Station Improvements Project (Ordinance No. 12-002)

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to approve the Consent Agenda and continue Item #3 of the Consent Agenda to the January 12, 2012 meeting so that more information will be available regarding the municipal agreement with the North Carolina Department of Transportation for the design and construction of the South Tar River Greenway Phase 3 – Pitt Street to Moye Boulevard. Motion carried unanimously.

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Community Appearance Commission

Mr. Myron Caspar, Chairman of the Community Appearance Commission (CAC), stated that in 1979 the Greenville City Council established this Commission to be made up of citizens of the community with the charge to encourage beautification and community appearance on both public and private property. The Commission presently has nine active members including him, two ECU students Jeff O'Neil and Fred Wright, Vice Chair Mark Abboud, Brenda Diggs, Jeffrey Johnson, Perry Kachroo, Albrect McLawhorn, and Joanne Robinson.

Mr. Caspar stated that the CAC may solicit the cooperation of City departments that have enforcement authority for various areas of community appearance. Therefore, they meet regularly with the Code Enforcement Division. The members are actively involved annually in the City's Spring Cleanup. Two other CAC major activities involve the selection of honorary monthly appearance award winners and the selection of recipients for neighborhood improvement grants. This past October, the Biennial Honorary Awards were presented by the Mayor and City Council to the Nathaniel Village, Convention Center, Taff Office Company for the cupola building, and Winslow's Tavern for their outdoor dining area. The latter two presentations were recently featured in The Daily Reflector Work

Week section. A recent monthly CAC award was made to the Pitt County Master Gardeners for their highly original and decorative gardens including a children's garden and several other gardens that they have created at the Pitt County Agricultural Center. Neighborhood improvement grants have frequently funded neighborhood entrance signs.

Mr. Caspar further stated that considering the damages caused by Hurricane Irene's forced winds, it is particularly gratifying that the funds provided by the City are presently contributing to the planting of trees in the neighborhoods of Cherry Oaks North and of Truna. The trees with the alligator bags are the pen oaks just planted late last week. This planting was jointly funded by CAC and the volunteer organization, Releaf. The planting was done last week by the Public Works Department under the direction of Kevin Heifferon, City Arborist. The Community Appearance Commission has supplied representatives to the Tree Preservation Commission and to the annual Greenville Community Tree Day Planting group. CAC members will be involved with the planting activities in Moyewood this February.

Council Member Blackburn said that the Community Appearance Commission is one of those committees that operate without some of the fanfare of some of our other groups. Its work is so important, and the effort that businesses and residences make in order to look attractive and then are recognized in all that it contributes to a much better appearance. Council Member Blackburn thanked the Environmental Advisory Commission for their work.

Environmental Advisory Commission

Ms. Laura Williamson, outgoing Chairperson of the Environmental Advisory Commission (EAC) introduced Mr. Jay Holley as the incoming Chairperson. Ms. Williamson stated that the activities that they participate in or support and annual work outline are guided by the principles of their mission.

Our Mission – EAC Charter

- The EAC shall be advisory to the City Council
- It will recommend to the City Council matters of city-wide environmental concern
- It shall serve as technical advisors to the City Council on environmental matters

Ms. Williamson stated that currently, the Commission consist of members who fill a number of slots and are familiar with environmental issues including engineer (Scott Anderson); contractor (Owen Burney); at large members of Greenville (E. Wayne and Jay Holley); lawyer (Hugh Cox); educator (Tim Kelley); and member of a local environmental group (herself). They are a little uneven on the gender front but, hopefully, that will change in the upcoming years. The Commission is supported by Council Member Blackburn and

also through the members of the Public Works Department most notably Wes Anderson, Public Works Director, and members of his Staff (Amanda Braddy, Administrative Assistant and Kinsey Holton, Engineer) whom have been most pivotal with helping them work and how they shape their activities.

Ms. Williamson summarized the Environmental Commission's 20/20 vision meaning up to year 2020 which has been guiding their work over these past years.

2020 Vision – Greenville (est. 2007)

- An educated public with a commitment to the environment.
- More preservation of green spaces.
- Increased energy efficiency of all new buildings (E300 or LEED certification).
- Safe biking and walking that:
 - interconnects areas
 - provides access to businesses
 - provides an alternative to driving.
- High energy efficiency, low emissions transportation.
- 100% recycling of recyclable materials.

Ms. Williamson stated that the Points of Pride as a commission include having a diverse, talented membership ranging from a various number of professional expertise as well as personal interest. They spent the past year restructuring the EAC Award which was initially an award that was given in recognition of activity, and they have restructured that and are now doing a grant process. They have also worked very hard with other groups in Greenville to really improve recycling particularly in waste diversion. Over the past year, there was almost a five per cent increase in diversion of waste from the trash pile into recycled products and waste streams. Thanks to the very hard work of the Public Works Department, the Commission has the Energy Efficiency Conservation Block Grant. The Grant has been very successful in the testing of energy efficient street lamps and soon there will be full implementation of that work. Also, there are loans and incentives to improve home energy efficiency. They have an excellent working relationship with the Public Works Department as well as with civic groups. The members of the Environmental Advisory Commission try not to reinvent the wheel but really build on the expertise of other groups in Greenville that are working on specific areas. For example, the Commission works with Releaf, ECVV on Recycling, and FROGGS in regards to greenways. They support these groups in their work and make sure that they are involved in what EAC is doing with certain issues.

Ms. Williamson stated that based on the Environmental Advisory Commission's vision the members want to make Greenville a better and healthier place to live. The emphasis is always on education and engaging citizens to be responsible from an environmental

perspective, working further on reducing waste and diverting valuable products from our overall waste stream, preserving our “liquid gold” which is water, and trying to push a forward looking perspective. To put Greenville on the map as a city that considers its environment for businesses and citizens as really being a place to be.

Ms. Williamson stated that again, initially the EAC grant was an award that was given to recognize the work of citizens and organizations. The members of the Environmental Advisory Commission realized that they were not having the outreach and impact that they were interested in. Thanks to cooperation with the Stormwater Program, they have put together a grant process. It is a \$2,500 grant being used for education outreach through the 12 schools in Greenville. EAC will be working with Parent-Teacher Associations at the schools to encourage them to put forward a project that looks at a water issue based on Stormwater Management. That may be new rain gardens; an education water monitoring program teaching children about what happens with waters when it falls, where it goes, and how to reduce the pollution of that. They are currently doing outreach and informing the schools. With this grant cycle, they have produced a briefing note and an application packet. Deadlines are due for grants in March and the awarding of the grant in June for the following year. The idea is that the grant cycle will change each year based on the priority set by the EAC. EAC would like to involve businesses and other groups that would like to demonstrate or raise awareness on a particular environmental issue. They want to continue to increase overall recycling and to really put Greenville as an environmental progressive city on the map but still support businesses and other priorities that members of the community will have.

Ms. Williamson further stated that based on those priorities and their mandate, for the 2011 year they really want to structure their work around a Flagship project which is called reduced plastic waste. The idea behind that is looking at waste reduction, therefore tapping into work that is currently being done and the increase in recycling that they have managed to put in place in Greenville, looking at the water issues, building on the Unnatural Resources Fair, and having outreach to key merchants and businesses. They would like to perhaps use that as the next grant cycle, to make that the capstone or endpoint of the work that this Commission is doing for 2012.

Ms. Williamson stated that the reason they have chosen trash and waste amongst many other issues is because of the following PowerPoint slide.



Ms. Williamson stated that this is a reality that we need to make sure that we can work as a community to avoid this. By looking at this particular issue, they are also able to tap into the work of the other groups in the City. Maybe we can slowly move toward the diversion of waste which is used for recycling, but it is also used as a resource. It is not just a question about managing trash. Managing trash also has broader health, water, and air quality implications. It touches on a much broader aspect than just nice green trees and furry animals. Ms. Williamson stated we got to be practical when it comes to the environment.

Ms. Williamson stated that they have used a quote in shaping their work. It could be summarized as the definition of the sustainable development. What they are saying is that the environment is an important part of our community. It should not be used as a way of dividing neighborhoods, business against citizens, and the University against the Hospital. It really is an encompassing environment that we live in to work together to preserve.

A Better Tomorrow

The steps we take today allow our children to enjoy a beautiful world, just as we have.

It is our hope that these practices will inspire the city in its efforts to become a sustainable community that respects human dignity, animal life and environment.

Council Member Blackburn stated that as the Environmental Advisory Commission Council liaison for two years Climate Protection Partnership for three years, she cannot say enough about this group of hard working folks. They roll up their sleeves and have done a lot of footwork such as the petroleum at the Town Common, the recent diesel spill, and Sanderson Farms and some other issues. This is the group that does the research, really looks into the facts and decides what is a reasonable kind of approach. Council Member Blackburn thanked Ms. Williamson for all her work on the Commission and the partnership.

CLARK STREET DEBRIS

The Following Is A Verbatim Transcript Of The Discussion Of This Item.

City Manager Bowers: Item #10 is the Clark Street Debris Pile. This was put on the agenda at the request of Council Member Joyner.

Mayor Thomas: Mr. Joyner, do you want to lead this discussion?

Council Member Joyner: I will be glad to. This is land that East Carolina University owns which is between Tenth and Fourteenth Streets. During the hurricane, East Carolina University had in the neighborhood of 150 trees down and that land ended up being the resting spot for all these trees. There is a representative from East Carolina University here so if you would like to come up or correct anything I say, that is fine also. Their intention is using the trees as mulch so they can more or less recycle and use them back on the University. I commend them for that thought, but there has to be some way that we can make sure that debris like this is done at a place that is not surrounded by houses.

Council Member Joyner: What do we do with our debris?

City Manager Bowers: It was taken to at least two maybe three different disposal sites.

Council Member Joyner: Is that land we lease or do we have a prearranged agreement?

City Manager Bowers: It is land through the County. The County arranges it through their landfill operations.

Council Member Joyner: Do we get that in advance of a storm or in arrears of a storm?

City Manager Bowers: We are aware of what is available before the storm.

Council Member Joyner: I would love to either have East Carolina University piggyback with us or whatever. We do not need a debris pile in the middle of Greenville.

Mayor Thomas: Please introduce yourself, Vice Chancellor. I know you, but it would be for the record please.

Mr. Niswander: I am Rick Niswander, Vice Chancellor of Administration and Finance. I appreciate the Council's indulgence as we work through, at least once in my life-time, this issue of the debris pile. As Council Member Joyner said we had in excess of 150 trees down on ECU property. It was more than 170 trees down on the University at the last count of them and at some point we stopped counting. Some were very old and big trees. We decided that we wanted to recycle that material. We use about 2,500 cubic yards of mulch a year at ECU. Rather than taking and putting those trees in a dump or taking those trees to the landfill, we thought the most ecologically sound thing that we could do was to turn the trees into mulch. The process clearly took longer than we wanted, and there are no ifs, ands, or buts about it. Parts of the challenge were getting the University property back to the kind of condition that we needed, the process going through the bid process and the contractor ran into some mechanical difficulties. There is no question that it took longer than we liked, and I apologize to the Council and the members of the community for the process taking longer. We are complete with the mulching process and moved about 2,300-2,400 cubic yards of mulch out to other spots at the University so that we can use it throughout the year. We have about 400 cubic yards left to go which have already been mulched and would be moved throughout the University throughout the rest of the month. We would be interested in whatever ways that we could partner with the City in the future. I have been here for 20 years and this is the first time that we have ever had an event with a lot of trees down. This is the first time, and it was a very extraordinary event at an extraordinary time. I think that the decision to mulch the trees made ecological sense, and as I said unfortunately it took us too long. If there is a cost-efficient way to work with the City and any mechanisms that you may have, we are all in favor of that. We do need to make sure that we are cost-efficient with what we do as you do. We are very open to that concept and idea.

Council Member Mitchell: Thank you for being at the meeting. In your email response shared by the City Manager with the City Council, it said that the University cannot commit that you may not need to do it in another emergency situation. Is this still the case? The reason why this is before us is because a very sizable debris pile is in the middle of the City. Perception wise, it is actually in a low income area of the City and that causes some concern. Is there a way that the University could go ahead and find a contingency plan in place so that if this happens in the future, we do not have a sizable debris pile in the middle of the City?

Mr. Niswander: As I indicated in the email, in the normal course of events, we have never used this site for anything of the sort in the past. In the normal course of events, I could clearly commit that we are not going to do that in the future. I am very reluctant to say that

under any possible conceivable set of circumstances that may arise we may never do it. It is clearly not our intention to. I understand the sensitivity of the issue raised and appreciate that. None of us can foresee the future and if we have a Floyd and Irene at the same time, my suspicion is that any plans that we have may still go out the window because we cannot get to wherever it is we want to put it. We are very willing to consider along with the City whatever contingency plans we need so that the likelihood of having the use is a very very very very very very remote possibility. It would be easy for me to say that we are never going to this. Because if this happens every twenty years by the time it happens again, I am long gone. But that is not the honest and right thing to do. For the University perspective, I cannot absolutely, no ifs, ands, or buts about it, say that we would not use it. I can commit that there would have to be just an extraordinary set of circumstances where that might occur.

Mayor Pro-Tem Glover: Mr. Niswander, that is my district and I got a load of calls from the community. They felt the same as Mr. Mitchell asking would ECU have dumped the debris anywhere else and where does ECU own other vacant properties. I would have not wanted it in front of my house. With all due respect, the University has to be a good neighbor to the community. Even though you own the property and we have no control, you have piled debris in front of homes. One day when I went through there, a gentleman with an oxygen tank was sitting there and I was concerned about the mulch in front of him. I really think that something else should be planned because it was totally inconsiderate. Council Member Joyner and I were out there together after the flood, and we saw an ECU yard worker dumping big barrels of leaves in that same area. Looking at that area, you could tell that they had been dumping here and there and the people had to deal with them making it more and more of a pile of debris. I do not know where you live but I know that you or anyone else of the University would want to have that pile in front of their houses.

We are committed to the citizens of Greenville and when citizens call feeling that they are being violated then it is up to us to take action. You say you do not want to make a commitment for the University. We cannot predict what type of storms might happen, but what we could do is to look at other ECU vacant lots and decide whether you are going to take your debris there. The City has a lot of vacant lots on Mumford Road and certainly not in front of houses. I would like to see a resolution so we could do this and I can take it back to the community and say that this is not going to happen again. They are taxpayers and it is not fair for them to sit there and deal with a pile of debris that needed to be somewhere else other than in a neighborhood. I know that you guys have other areas of vacant lots. We had to endure for years and years and years, and we are not going to accept just anything in our neighborhood. I will not allow for anything to happen to people that I represent, and I am telling you how they feel and telling you with compassion for the community because they were totally disrespected as far as I am concerned.

Mayor Thomas: Thank you, Mrs. Glover. I do know that Mr. Niswander and the City Manager have had a number of discussions about contingency plans and that will continue. We have the commitment from Mr. Niswander.

Council Member Mercer: Following up on Council Members Joyner and Glover's comments, as I understand it, the representative, Rick, said that the University is willing to continue those discussions and to look at options. That is the appropriate way to proceed.

Mayor Pro-Tem Glover: I would like my comments and the other comments made regarding this to be in verbatim in our minutes so that in the future other City Council Members will see the sentiments. I hope that they will have compassion for the community that does not want this to happen again. None of us on this board should want that to happen but when it happens in our community, it is totally different versus when it happens somewhere else.

Council Member Smith: Thank you again, Mr. Niswander, for coming. I think that what the community would like to hear is that will be used only as a last resort because that means it is not a never, but a last resort. If that is a last resort, it would make people feel a lot better. That means you have contingency plans in place like you are talking about with the City Manager. The only way you would have to use that is if all those contingencies fail, and it would not be your first option. I think that is what will be satisfying.

Mr. Niswander: I can commit that it will be used as the last resort.

Council Member Smith: Thank you so much.

Mayor Pro-Tem Glover: Mr. Niswander, could we ask you to come back with the report and what you would have talked about with the City Manager and our Staff in regards to this. I do not want this to happen again. That is the way I feel and the community feels the same way. When a community is upset and feels violated, I have to hear it. You can go home and sleep. I do not and have to hear it any time of the night and day. I am not being mean, that is just me.

Mr. Niswander: I will be happy to come back with the report after we have had further discussions.

Council Member Joyner: Thank you for coming. Sixty days should be long enough to get a plan. Are we talking with them now or have any plans been made to talk with ECU about this or have we shown them what we do?

City Manager Bowers: We have had discussions and they are preliminary at this point, and I would think that we could do something in 60 days.

Mayor Pro-Tem Glover: Environmentally, it is not safe for the neighborhood because a pile of debris like that attracts rodents and other things. It is not what you would want to have in a community.

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Joyner to have the City Manager, Staff, and Mr. Rick Niswander to discuss this issue and report back to Council with some future plans as to what is going to happen as far as dumping debris on the Clark Street property. Motion carried unanimously.

Mayor Thomas: Thank you, Mr. Niswander. We appreciate your continued communication here. You got put in a tough position but, obviously, the community was put in a tough position too. We appreciate your continued work with the City.

Mr. Niswander: Thank you very much.

Council Member Mitchell: Could any business owner do that in any part of the City or if I have a lot, could I clear trees and put them on that lot?

Mayor Thomas: In our discussion with Mr. Bowers this week, there is some component there about how that is owned by the State allowing them to do certain things that are probably outside of our bounds to some degree.

City Manager Bowers: If it was a private owner, it would depend upon the zoning.

Council Member Joyner: This was not just a little pile, and it was about 30 ft. tall, 100 ft. wide maybe. If I owned a four-acre lot in the City limits, could I do that on my lot?

City Manager Bowers: I would have to do some research. It would depend upon the zoning and what was allowed in that particular zoning.

Council Member Joyner: I am assuming that it is zoned as residential.

City Manager Bowers: I think that it is zoned as industrial.

Staff from Audience: It is zoned as industrial.

Council Member Joyner: Is the whole neighborhood zoned as industrial?

City Manager Bowers: The property is the old Hammocks and Bostic Suggs, and that was traditionally an industrial strip along 10th Street. Again, I would have to turn to the

attorney. For those types of decisions, the University has some kind of special status as far as zoning.

City Attorney Holec: Zoning would be the issue that would regulate it as far as private developers and as far as the State is concerned. The statutes provide that the State of North Carolina property through the University is governed by zoning, if there is a building is involved. But other than that they would not be subject to the zoning regulations. Of course, with this type of use there was no building involved. But again, they are willing to work with the City in connection with this.

Council Member Joyner: That is the key. A lot of people identify problems that have very difficult solutions. This is an easy solution here that takes proper planning and whether they have adequate land or piggyback with us as where the debris goes. This is a solvable problem, and I am looking forward to hearing what comes of this. Hopefully, the Clark Street site will not be used in this nature again.

Mayor Pro-Tem Glover: I would think that an industrial site in a neighborhood would be industrial-residential, and the site owner would not be used as a dumping ground. If they do, then I feel they should be subject to something from the City such as placing something around the area so that when people sit, they cannot see it. You can be a good neighbor or a bad neighbor. Right now, they are the bad neighbor in the eyes of the community that had to endure the time the debris was there.

Council Mercer: I cannot resist saying that industrial next to residential is probably poor planning from way back when somewhere.

Council Member Joyner: Well, the houses came after the industries.

PAL PROGRAM

City Manager Wayne Bowers stated this item was placed on the agenda at the request of Council Member Mercer.

Council Member Mercer said that the Police Athletic League (PAL) program is an important proactive prevention plan where the Police Department focuses on providing athletic and academic skills to youth. Clearly, he is a supporter of PAL and other proactive preventive programs. The PAL program is not for the entire City and is primarily a project in West Greenville because of the needs in that area. It does cost about as much as the Downtown coverage for bars which is approximately \$500,000 so it is a significant program. There are different strategies and programs for sections in the City because the needs in the City are different. He would not want the Downtown deployment in his district because it is not needed. That is the context in which he wanted to suggest that Council have a discussion.

Again, he is a supporter of proactive prevention programs such as PAL and the Intergenerational Center programs. Some members of the City Council and citizens have expressed an interest in having more police officers in various places in Greenville. Obviously, that is combined with the fact that Council and Staff have to be very careful about the budget.

Council Member Mercer asked are there ways that Staff could be more efficient with the PAL program and provide a review of it. Council Member Mercer said that if Council pursues this, he would be interested in Staff checking to see if there are Community Development Block Grants available for PAL. That would be a kind of fiscal thing to look at. A citizen contacted him and asked is there some way which the City could coordinate this program to work with the Boys & Girls Club program in order for both programs to be more efficient. The original intent of the PAL program was that it would be largely or at least significantly funded privately. It would be interesting and helpful for him to have understanding about the Police Athletic League Board. He is interested in knowing if there are segments of the PAL program that are not well attended and is there some way to provide more efficiency. These are some of his thoughts about a \$500,000 program. Council Member Mercer stated that he is providing those comments as an invitation to hear what if anything that the Council Members want to say about this program.

Council Member Smith stated that she would like to hear from Chief Anderson who implemented the PAL program because he would be the one who would be able to respond to whether it would be economically sound, is the program productive and positive, are our youth really learning from the program, is the program helping to prevent future problems, and if his thoughts are that the funding should be cut. She stated that she would like for Chief Anderson to respond to Council Member Mercer's concerns.

Council Member Mercer stated that he would not expect Staff to give a detailed report at the spur of the moment. He was interested in judging whether the comments were going in a certain direction and if there is interest, he would move that Staff give a report in the future.

Council Member Mitchell asked generically wise, is the PAL Program successful, should the program be continued, and does the funding come out of the Police Department Budget.

Chief Anderson responded that the Police Department started the program in 2007, and it is very successful. There are probably over 100 children participating in the program at three different sites, Eppes Recreational Center, South Greenville Gym, and Welcome Middle School. They presented Council with a survey at the request of former Mayor Pro-Tem Bryant Kittrell earlier last year where they surveyed parents, participants, and kids in the program. It was an overwhelming success. Currently, monies appropriated for the PAL program do come out of the Police Department's budget. There is a specific line item for

part-time salaries and Staff has a half-time program coordinator. Funds for the program activities come out of the supply account of our Administration Bureau. A golf tournament was actually held this year that raised over \$7,000. Chief Anderson further stated that in addition, the Police Department has received small private donations and Staff recently made a request to Community Development for some unspent public service funds. Staff has recently applied for a grant that was submitted this past Friday to Community Development for other funds, and Staff is seeking funds in lieu of the General Fund.

Council Member Mitchell asked Chief Anderson if he feels that there should be some other funding source.

Chief Anderson responded that absolutely and that was the goal from the beginning. The Police Athletic League became an established nonprofit about a year ago, and the whole purpose for that was so that they could possibly receive additional funds other than City funds.

Council Member Blackburn said that good things have come from this program. She would be very interested in a report. She asked is there a way that Staff could reach more kids and get more community involvement from casting a wide-net for volunteers and business and community support. She also asked could Staff find concrete ways to encourage more members of the community to get involved that may or may not reduce the costs of the program. Council Member Blackburn asked in regards to the \$500,000 in the budget, what are those funds in the Police Department budget used for.

Chief Anderson responded that there is approximately \$214,000 that is budgeted strictly for salaries for PAL part-time employees who work with the afterschool and summer programs. There is no specific line item for activity funds which come out of their supply account for the entire Police Department. That amount is \$277,588 but keep in mind that is the supply account for that particular Bureau and the activities for PAL come out of that account. To year to date they have spent \$49,000 out of that account for the PAL program.

Council Member Blackburn stated that the \$277,588 is roughly for activities, for example, the Jackie Robinson Baseball League's uniforms and bats.

Chief Anderson responded that the \$227,588 is for the entire Police Department Administration Bureau, not just for PAL. Again, to date they have spent \$49,000.

City Manager Bowers stated that in his budget presentation of May 23, 2011, there is a breakdown of the PAL program in the budget from last year.

PAL Coordinator Position	\$ 45,303
PAL Police Officers	196,410

Part-Time Salaries	214,000
Operating Expenses	<u>79,800</u>
TOTAL	\$535,613

Council Member Blackburn stated that so it is mostly for people. That would be a great opportunity, not necessarily to reduce the project although that could be an objective down the road, to bring in folks who would want to volunteer and either enlarge the program or reduce the cost.

Mayor Pro-Tem Glover stated that if Council is planning to review what is working successfully in a community, they should visit the locations instead of looking at it on paper. She asked how many of the governing body have visited the sites of the PAL Program. (Mayor Thomas raised his hand.) Mayor Pro-Tem Glover acknowledged the presence of former members of the Weed and Seed Steering Committee, Douglas Tyson and Donald Cherry in the audience.

Mayor Pro-Tem Glover stated that when something that really works has been placed in the City's low income and at-risk communities, somebody decides that the City is spending too much money and that it should be an all volunteer program. When the City recommended an all volunteer approach for the Weed and Seed Program and a former Mayor and City Manager decided to end that program, it left a large gap in our community and children did not have absolutely anywhere to go.

Mayor Pro-Tem Glover stated that the PAL Program sites cannot accommodate more than 100 kids because of the lack of space, and there is a waiting list of children who would like to participate in the Program at the three sites. PAL is a mentoring program and not a welfare program. Staff is trying to reach some of our children by giving them an opportunity to see police officers differently other than seeing them handcuffing and pushing people in police vehicles. In Greenville and nationally, the PAL program focuses upon children growing up respecting the Police Department and becoming aware that police officers are their friends and not enemies. She appreciates that Chief Anderson implemented the PAL Program in our city.

Mayor Pro-Tem Glover further stated that this program operates daily and the policing of the downtown bars and downtown streets occurs three nights a week. She cannot see Council marginalizing the PAL Program or questioning what this program is doing in our community. Those Council Members, governments, and everybody else who desire to pull it out of our community have no connection or do not care to have any connection to this community. Mayor Pro-Tem Glover asked what if Council considered recommending replacing police officers with volunteers for the downtown policing to see how many citizens would respond. When living where poverty is 50 per cent and the unemployment rate is 8 times than the national average, there is a rare possibility of finding volunteers in a

community where people cannot even find a job. She will fight for the PAL program to her last dying breath whether she is on or off this Council before they group it with the money spent downtown.

Mayor Pro-Tem Glover further stated that if the City supported the Intergenerational Center, more programs could be offered at the Center. She is insulted by the costs comparison of this program and the downtown policing, and if 10 kids out of 100 are saved, she believes that it is a successful program. According to the report from the Police Chief including the letters and testimonies from the children and parents, a price cannot be put on that. She is aware of the importance of budget cutting wherever possible, but she is tired of them budget cutting when it relates to our community. Mayor Pro-Tem Glover recommended that Staff should find more space and locations for the benefit of those who are waiting to become participants in the Program.

Council Member Mercer stated that he has no interest in ending the Program or either turning it over to volunteers. However, he is interested in knowing if there could be some way to better integrate volunteers into the PAL Program. In some of the community meetings held recently, there has been a lot of citizens' interest. This may or may not be one concrete avenue. Council Member Mercer asked in terms of participation, are all three sites running over with kids and what is the attendance site wise.

Chief Anderson responded that the Eppes Recreational Center and South Greenville Gym are at maximum capacity. There is less capacity at Welcome Middle School mainly because it is located north of the river and a lot of the children who attend that school are not City of Greenville residents. Staff has had a hard time filling that site and is actually looking for alternative sites that could be used to bring it up to capacity.

Council Member Mercer stated that since children from the County are attending the PAL Program site north of the river, the County might have interest in terms of funding. It would be helpful to have a more systematic report of the specifics of attendance and the possibility of coordinating with the Boys & Girls Club and the County. To look at the structure again to see if there is any tweaking to get some of the folks from the private side.

Motion was made by Council Member Mercer and seconded by Council Member Blackburn that Staff prepares a report on the PAL Program addressing the questions arisen in the commentary this evening and any other responses to questions that Staff would like for the Council to know. In addition, understanding that there is no goal to ending the program, to find efficiencies and serve the mission with less money, if possible. Action on the motion was delayed for more discussion.

Council Member Mitchell stated that at the beginning of this program, it was not the intent that the PAL Program would be solely funded by the Police Department. Paying attention

to that universal truth, it is important to find other avenues of funding and not to cut or eliminate the Program. The Police Department staff did an excellent job with the golf tournament having citizens' support, and there is no problem with seeking alternative means, if any.

Chief Anderson responded that no grant funds were received and he and the City Manager had this same discussion extensively. More representation on the Board and more leadership from the Community might be a way of opening doors for receiving additional funding.

Mayor Pro-Tem Glover stated that the Police Department has the non-profit status which entitles the City to apply for grants. The Police Department operates more so off grants than what the City provides. Ms. Devinder Culver, Community Projects Coordinator, has brought millions of dollars to the Police Department. Mayor Pro-Tem Glover further stated that the PAL Program should not be solely a grant program. If the City is supporting the policing of downtown for the same amount of money and our children are not important, she has a serious problem with that. Being a person that was involved with Weed and Seed Corporation, Inc. and witnessing how children were essentially snatched out of a program and put back on the streets, the City cannot run a program off of volunteers. The East Carolina University Black Students Association provided volunteers for the Weed and Seed Program and that did not last. The City should play their part to help the children in the underserved community. If they could keep 100 or 300 children off the streets of Greenville, that would be a great accomplishment. Perhaps, they should look at providing transportation for the County children to attend the PAL Program at Welcome Middle School. The Boys & Girls Club Program is full and the other one is located on the other side of the City. Mayor Pro-Tem Glover concluded stating the City should stop nickeling-and-diming poor communities. These citizens pay taxes too.

The motion was made by Council Member Mercer and seconded by Council Member Blackburn was approved by a 4:2 vote with Council Members Mercer, Blackburn, Smith, and Mitchell in favor and Council Members Glover and Joyner in opposition.

DREAM PARK MASTER PROGRAM

Mr. Gary Fenton, Recreation and Parks Director, stated the conditions at Dream Park are not the standard that they want for any park within the City park system. Dream Park is not a facility that they would show off and is not a place where they would take visitors to convince them to move their businesses to Greenville. There are park needs everywhere in Greenville and part of that stems from our inability over the years to consistently and systematically maintain our existing parks and to deal with problems when they are small and not wait until they are large. But at the same time they have been unable to consistently and systematically plan and prepare for a growing city's future park needs.

Our City has a lot of needs and all of them are not associated with parks. Nevertheless, a high quality park system is not just “icing on the cake” for our community for a vibrant healthy, environmentally and economically sound community, parks and greenways are part of the cake. In fact, because good parks would positively impact the community’s appearance, health, environment, crime rate and economy, a high quality park system is essential if they are serious about creating that vibrant and healthy community.

Dream Park was developed about 15 years ago from funds provided by the Weed and Seed Grant. It is located north of Dickinson Avenue and is on a block of land which is shared with the Greenville Community Shelter. The land is city-owned and Weed and Seed provided funds enabling a fence and a few park amenities to be installed, and that was about the extent of the project. There were no funds available for additions and no additional funds were available to maintain the park so essentially they have been mowing, picking up litter and providing playground safety inspections to the park over the years. It has never been improved and added to so it has been declining and it is well past time to fix it up. The park is pretty much an open field with a swing set, a small playground unit and some deteriorating asphalt that was already on the site initially.

Mr. Fenton stated that some of the initial goals for Dream Park include

- 1) Maximize the use of the Park by providing park elements for youth and seniors
- 2) Provide a family-friendly park that serves the neighborhood as well as the Greenville community
- 3) Create a “neighborhood oasis” that promotes an active lifestyle and good health
- 4) Maximize programming space by exploring shared land use with the Greenville Community Shelter
- 5) Explore funding opportunities from local, state and federal sources

Mr. Fenton stated that Staff hosted three public meetings and interest was expressed in fixing up the park and adding various elements. There were a lot of elements proposed and Staff tried to include the ones that were most popular and feasible on 2.4 acres.


Dream Park Proposed Elements

- | | |
|-----------------------|-----------------------------|
| - New Playground | - Outdoor Restrooms |
| - Spray-ground | - Memorial Plaza |
| - Multi-purpose Field | - Outdoor Performance Space |
| - Community Garden | - Walking Trail |
| - Picnic Shelter | |

Mr. Fenton said that in the proposed design, the spray-ground would certainly be more than a neighborhood facility which would attract people from across the area; therefore,

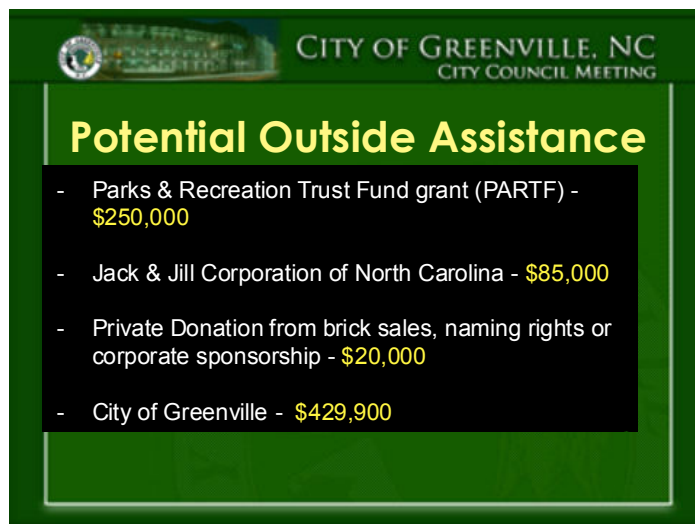
parking would be needed. Also, there is land near the proposed park that belongs to the Greenville Community Shelter, and Staff would be working with Lynn James of the Shelter to discuss what they could do together. The residents of the Shelter have access to the Park as well and see Dream Park as a benefit to the community.

Mr. Fenton said that the estimated cost of the entire concept of the Dream Park is \$784,900 and the cost could be spread out over several years.



Estimated Cost - Entire Concept	
- Sprayground	- \$350,000
- Playground	- \$105,000
- Shelter w/ Restroom	- \$86,000
- Paved Parking	- \$68,000
- Walking Trail	- \$35,500
- Memorial Plaza	- \$27,400
- Other amenities	- \$67,000
- Planning/Engineering	- \$23,833
- Contingency	- \$22,167
- TOTAL	- \$ 784,900

Mr. Fenton said that Staff looked at the possibilities of outside assistance because of the cost of the entire concept.



Potential Outside Assistance	
- Parks & Recreation Trust Fund grant (PARTF)	- \$250,000
- Jack & Jill Corporation of North Carolina	- \$85,000
- Private Donation from brick sales, naming rights or corporate sponsorship	- \$20,000
- City of Greenville	- \$429,900

Mr. Fenton concluded his presentation by saying that at the December 14, 2011 meeting of the Recreation and Parks Commission, the members adopted the Dream Park Master Plan and recommended that Council adopt the Plan as well. The adoption of the Plan by Council would give Staff an additional point to the City's application for Park and Recreation Trust Fund Grant funding. If the City does not receive the funding, Staff would reapply as they had done with the Drew Steele Center and Staff was eventually successful in receiving \$500,000 for that.

Mayor Thomas asked what would be the estimated number of persons that this park would service.

Mr. Fenton responded that it depends upon if all those aspects are included in the Park. If they reduce the size of the project to some degree, the Park may not attract as many people. The idea of a spray-ground would bring people in from some distance. The neat thing about a spray-ground is obviously like a pool the spray-ground only operates with water a certain amount of the year. Unlike a pool it still is a playground once the water features are turned off. A pool is shut down and locked up and only functional for a few months. There is a need for spray-grounds across the City and this would be the first one. Mr. Fenton stated that he could not give Council a specific number of people. It would be a neighborhood park and a lot of people in the community would be able to walk through it. Presently, the Park is a desolate destination and they hope to make it better.

Council Member Blackburn stated that this could be a wonderful oasis not only for the immediate community but for our entire City. The Park is in our sort of Center City area, and it is one of the steps that they could take to create a sense of a thriving and enjoyable Center City for everyone and again certainly for the immediate neighborhood. This is an example of where they have dropped the ball over the past for many years. There is no criticism here except, in her opinion, this is yet another indication of a reshifting of our priorities as a City. They have addressed some things in our City that needed addressing everything from infrastructure to the Downtown area and these are delightful improvements that have been made in the City. There are so many needs for parks in our community, and she hopes that as a Council they would find the political will to support new parks and park improvements because they have fallen behind. This is a wonderful park that she would like to see take shape. If they cannot do every element of every park, they could take a phase in approach. For instance with this park, they could make it usable and perhaps put in trails such as what they did at Greenfield Terrace and hopefully, continue to do trails on the eastside. Trails are immediately usable and they are not capital intensive. If there is anything to usher this park and other parks along even if it is in bits and pieces, it would be a real win for our community. Again, she would like to see this park take shape along with the City's other valuable park projects.

Mr. Fenton said that there are people in the audience that have been working with Staff on the Dream Park, and they have never given up hope and Staff appreciates their support.

Council Member Mercer said that a spray-ground is a trend around the country, and a spray-ground park certainly compared to a pool would be very low maintenance.

Mr. Fenton said that there are initial upfront costs not like a pool. For the most part, certified life guards are not needed, but attendants are required. The cost is significantly lower.

Mayor Pro-Tem Glover stated that it has been a long trail and she asked Messrs. Donald Cherry and Doug Tyson who were in the audience to stand up. Mayor Pro-Tem Glover stated that these individuals and many others have fought for improvements to this park while seeing other parks being created and new parks being added to. Lynn James of the Greenville Community Shelter heard comments from the people at the Shelter and in the community. She got a petition consisting of 7-8 pages with hundreds of names of people whom said that they would take ownership and help take care of the park. Those people are still in the community and are homeowners. The condition of this park and other parks is from many years of neglect and abandonment. She would like the Council to look at the overall park plans to see what is coming up that is a sufficient park space that would make Sportstown USA II. She would like Council to look at what is allocated for parks and everything. She is aware that they are waiting for the grant. Grant monies are hard to come by and any kind of money is hard to come by at the present. The community does not go away and some kids stay in the community until they grow up. Her kids grew up at the Boys & Girls Club in the community and it is now a church. They moved the Boys and Girls Club to Fire Tower Road, not even in the City limits. They have seen everything go to areas where the houses cost much more and people have better jobs. The City cannot continue to neglect certain communities. As a Council, they can make these executive decisions about funding and monies. It has been a long road, and she wants to see something happen. There are probably 2,000 kids in that area that will benefit from a new park and there are kids at the Homeless Shelter.

Mayor Pro-Tem Glover thanked Messrs Cherry and Tyson for their persistence. Also, she thanked Mr. Fenton and his staff for the meetings with the community and their hard work. Mayor Pro-Tem Glover also thanked Mr. Fenton for being frank and honest with the community. She further stated that the community is waiting.

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to adopt the Dream Park Master Plan and incorporate it by reference into the City of Greenville's Comprehensive Recreation and Parks Master Plan. Motion carried unanimously.

RESOLUTION AUTHORIZING THE SALE OF 806 FLEMING STREET TO ADRIAN BARNHILL - ADOPTED

Mr. Merrill Flood stated this item is a follow-up of action by City Council previously at their October 13, 2011 meeting. At that time, City Council established the fair market value for 806 Fleming Street at \$2,545.00. Also, Council authorized Staff to advertise the property for sealed bids. One sealed bid was received from Mr. Adrian Barnhill whose father owns the adjacent property. This parcel was once part of the family home site. Mr. Barnhill has submitted a bid of \$2,550 within the required standards as specified. His intention would be to take this lot and combine it with the adjacent lot following the conveyance of the property to Mr. Barnhill. Mr. Flood mentioned that there is another parcel that Mr. Barnhill notified Staff last week that he was interested in acquiring. These parcels are limited in size, have about 30 feet of width so they are not standard lots, and have just less than 4,500 square feet. The submitted bid by Mr. Barnhill is for \$2,550 which exceeds the fair market value by \$5.00. Staff would recommend Council authorize the conveyance authorizing Staff to execute the necessary documents.

Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Glover to adopt the resolution authorizing the sale of 806 Fleming Street to Mr. Adrian Barnhill and to authorize Staff to execute documents related to the sale of the property. Motion carried unanimously. (Resolution No. 004-12)

BUDGET ORDINANCE AMENDMENT #6 TO THE 2011-2012 CITY OF GREENVILLE BUDGET (ORDINANCE #11-038) - ADOPTED

Ms. Bernita Demery, Financial Services Director, stated that the first item is the transfer of funds budgeted in the Capital Reserve for sidewalk construction which was originally in the Capital Reserve Fund for the Department of Transportation (DOT) projects. The NC 43 Sidewalk Construction Project was completed. In November, a request for payment was received from DOT. The second project included would be the Urban Search and Rescue Equipment Training, COPS Technology, and Brownfield Assessments grants that were in the 2011 Budget that need to be rebudgeted this year to complete those projects. Staff's recommendation is that Council approves the Budget Ordinance No. #6.

Motion was made by Council Member Blackburn and seconded by Mayor Pro-Tem Glover to adopt the ordinance approving Budget Ordinance Amendment #6 to the 2011-2012 City of Greenville Budget. Motion carried unanimously. (Ordinance No.)

REVIEW OF JANUARY 9, 2012 CITY COUNCIL MEETING

The Mayor and Council reviewed the agenda for the January 12, 2012 City Council meeting.

COMMENTS FROM MAYOR AND COUNCIL

Comments from Mayor and City Council

Council Member Smith said Happy New Year and she congratulated Ms. Kataria Darden on her successful graduation from school.

Council Member Mercer stated he heard a rumor and it was confirmed that our new newspaper reporter is Michael Abromowitz. Council Member Mercer stated that he has experience as an old journalist himself sitting on the other side of the table, when he covered city councils and school boards. He stated that it has always been an interesting experience to sit on this side of table. This is a critical important service provided in any community and a newspaper reporter is, in a sense but not the only, a watchdog over the elected officials and the work they do and how well they do it is critical to our democratic system and to the life of this City. Council Member Mercer welcomed Mr. Abromowitz to the other side of table and wished him well.

Council Member Blackburn wished everybody Happy 2012. Council Member Blackburn stated that in a National League of Cities newsletter, there is a two-page spread that has awards that were given out statewide. Greenville received several awards including the Tree City USA, Playful City USA, Certificate of Achievement for Excellence in Financial Reporting, Public Power Award of Excellence, Distinguished Budgeting, and Reliable Power awards. However, the City did not receive an award for Sustainability or an award for Green Challenge so she would like to see the City there next year. As a community and staff, they should be very proud of our accomplishments. Council Member Blackburn announced that her yearly town hall meeting is scheduled for Wednesday, January 18, 2012 at 7:00 p.m. She stated that while the Town Hall Meeting is for District #3, members of the Council as well members of the community are invited to attend.

Council Member Mitchell congratulated the Men of Phi Beta Sigma Fraternity on celebrating 98 years of brotherhood, scholarship and service to the community. Council Member Mitchell stated that he has only been on the Council for a short amount of time, and he has seen things that he likes and dislikes. Hopefully, as a Council they could work better together. Even if the Council disagrees on issues, they could be professional, respectful, and use a little more decorum. Also, it is important that they do not grandstand, and that they give credit when credit is due putting politics aside. Council Member Mitchell commended Mayor Thomas for the leadership he provided during a recent visit to the Raleigh Police Department. Council Member Mitchell further stated that it is important that

they exercise the decorum of the Council through all means of communication because they are stewards of the public and should be able to provide service in a professional manner.

Mayor Pro-Tem Glover inquired about the joint meeting of the Police Community Relations Committee and Neighborhood Advisory Board, which is scheduled for January 19, 2012 at 7:00 p.m. at City Hall. Mayor Pro-Tem Glover stated that the new City Council Members are here with new energy and she agrees that they need to move forward. She dislikes the word, grandstand, because they always use it to describe her. Mayor Pro-Tem Glover stated that she is very passionate about what she is doing as a member of the Council. This is a mission and she was empowered by God to do this with the best of her knowledge and to give it her 110 percent. If she would offer the citizens anything less then she should not be on the City Council. She has been serving for 12 years and apparently she must be doing something right to be reelected again. The citizens' voices need to be heard in any way that any Council Member would like to present them. There is nobody like her because when God made her he did not make anybody else, and there is only one Rose. Therefore, they are not going to present themselves in the same manner, but she will express the community and the entire City's will and wishes. Mayor Pro-Tem Glover further stated that she would like to see a working Council for a change. It has been a long time since they have had solidarity up here, and she would like to see them work better together. She has seen many Council Members, City Managers and others come and go, but she is still here. Change is good and she feels that they all ran for election because there are absolutely and definitely changes to be made to ensure our citizens safety, jobs, and the well-being of our community. She stated that let us move forward in a manner of respect for one another. There is a lot of work to be done and things to be addressed in the next two years and they can do it.

Mayor Thomas thanked Mayor Pro-Tem Glover for joining him on December 22, 2011 to travel with the command structure of the Greenville Police Department and City Manager Bowers to Raleigh, and he stated that they met with Raleigh Chief of Police Harry Dolan. Mayor Thomas stated that 30 plus of Chief Dolan's officers, the City Council Member for the Southeast Raleigh district and their County Commissioner were there.

Mayor Thomas stated that he was impressed by their passion and what they have done in Southeast Raleigh. That was a perfect example of elected officials standing up and joining in with staff. Chief Anderson brought a large contingent from the Greenville Police Department. They spent a long session with Chief Dolan and not just with his officers, but with their commitment on the private sector and nonprofit side to work with at-risk youth and offenders who are coming out of the program. Raleigh's Police Department has the carrot and stick, and the carrot is they will help where help is needed. No one is going to be a gang member and everyone is going to be a productive member of their society. They belayed talk and believe in action. They have gone back to the old way of policing. Police officers are on the streets on an ownership on a block by block basis. That police

department has a structured program of officers literally going door to door putting flyers in certain neighborhoods indicating that they are going to be there for the citizens. The results speak for themselves because the City went from 27 to three homicides in Southeast Raleigh and four the following year. Violent assaults and everything plummeted. If they are looking for a success model for Greenville, that was a very good example.

Mayor Thomas further stated that as Mayor Pro-Tem Glover said it best, they are not here for status quo, there are some things in this city that require action, and they did not get elected to do the same old thing. He promised as Mayor and with this Council, they are going to do some things that are not always going to be perfect, but there will be action on items like this one. After the holidays, a debriefing was done with Chief Anderson and other Staff. He senses some invigoration there with Staff and the Police Department. They are doing great things in Greenville as well, but if they only have 80 percent of the bridge, they are still not getting anywhere. Chief Anderson has committed to come back with a plan that is going to be rebranded. They are going to learn best practices at certain places. Hopefully, a draft of the plan will be available at the Planning Session. That was a commitment made by the Police Chief and City Manager. Mayor Thomas stated that he is excited about economic development and going after crime, and this group is going to be energized about what it is going to do about both.

Mayor Pro-Tem Glover stated through the Department of Justice, there are a variety of programs offered, and these programs have been trialed, tested, and proven to do well. Technical assistance is available any time that a city needs it and the assistance is available for cities that are members of the National League of Cities. The City should take advantage of what is available instead of always paying consultants when this technical assistance is out there for the City's use. They need to look at all local, statewide, and national avenues.

CITY MANAGER'S REPORT

City Manager Bowers stated that the Planning Session is scheduled for the evening of January 20 and the day of January 21, 2012 at the Bradford Creek Golf Course Club House. The Mayor and City Council will be receiving an agenda and a notebook which will be distributed Wednesday, January 11, 2012, 10 days before January 21, 2012. The notebook contains an update of the current year's goals and reports on certain issues that they have asked Staff to be put on the Planning Session agenda, specifically rules relating to efficiency of meetings, concealed handguns ordinance, Aquatics Center proposal, and the popup alert system. As always, Staff will be providing an update on crime and the City's finances. Those will be worked in as part of the presentation. The School of Government is doing the facilitation and the agenda will look different than normal because they are doing the strategic planning process that they have hired the folks to do from the University of North

Carolina at Chapel Hill. If there are any questions about the agenda, he asked that they let him know. City Manager Bowers stated hopefully, that will give the Mayor and City Council enough time to review the reports and there will be a memo about the logistics of the day.

City Manager Bowers further stated that generally when they have the Planning Session, a Monday meeting is scheduled right after that and they do cancel that meeting. Staff is recommending to cancel the January 23, 2012 City Council Meeting.

Motion was made by Council Member Blackburn and seconded by Council Member Joyner to cancel the January 23, 2012 Council Meeting. Motion carried unanimously.

CLOSED SESSION – CONTINUED UNTIL THURSDAY, JANUARY 12, 2012

ADJOURN

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to adjourn the meeting at 8:10 p.m. Motion carried unanimously.

Respectfully submitted,

Polly Jones
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Time extensions on municipal agreements with the North Carolina Department of Transportation for the Dickinson/Chestnut Storm Drainage Improvement Project and the Stantonsburg Sidewalk and Pedestrian Crossing Project

Explanation: The City has requested time extensions on two municipal agreements with NCDOT.
One is for replacing and upgrading the existing stormwater system along Dickinson Avenue near the intersection of Chestnut Street (Dickinson/Chestnut Storm Drainage Improvement Project). This agreement expired on January 14, 2011, and will be extended to June 30, 2012. This project is currently under construction, and work in the NCDOT right-of-way is scheduled to be complete by May 31, 2012.


The second agreement is for installation of 5-foot sidewalks along Stantonsburg Road and a pedestrian crossing at the intersection of Stantonsburg Road and Arlington Boulevard. This agreement will be extended to June 26, 2012. This project is complete, and an outstanding amount of \$71,360.06 is due the City.

Fiscal Note: No additional money is associated with either time extension. The original amount for the Dickinson/Chestnut agreement was \$400,000. Reimbursement has not been requested as the project is still under construction. The original amount for the Stantonsburg sidewalk and pedestrian crossing was \$147,000. The City has requested \$71,360.06, the total outstanding amount due.

Recommendation: Approve the attached supplemental agreements that authorize time extensions for the Dickinson/Chestnut Storm Drainage Improvement Project and the Stantonsburg Sidewalk and Pedestrian Crossing Municipal Agreements with NCDOT.

Attachments / click to download

 [Dickinson Chestnut Agreement](#)

 [Stantonsburg Road Agreement](#)

NORTH CAROLINA
PITT COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 1/12/2012

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: _____

AND

WBS ELEMENT: 42315

CITY OF GREENVILLE

FEDERAL-AID #:

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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 City of Greenville, on 7/14/2009, entered into a certain Locally Administered Project Agreement for the original scope: replacing and upgrading existing stormwater system along Dickenson Avenue near the intersection of Chestnut Street. The Project includes curb and gutter replacement and resurfacing, programmed under WBS Element 42315;

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 30, 2012 in lieu of January 14, 2011.

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.

GIFT BAN

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 7/14/2009, 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)

NORTH CAROLINA
PITT COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 2/2/2012

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: _____

AND

WBS ELEMENTS: PE _____

ROW _____

CITY OF GREENVILLE

CON _____

OTHER FUNDING: 39435

FEDERAL-AID #:

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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 7/17/2008, entered into a certain Locally Administered Project Agreement for the original scope: installation of 5 foot sidewalks along Stantonsburg Road; a pedestrian crossing at the intersection of Statonsburg Road and Arlington Boulevard, to include but not be limited to transit and landscaping amenities, programmed under WBS Element 39435; and

WHEREAS, the parties wish to extend the time frame for completion of the Project;

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

TIME FRAME

The Municipality shall complete the Project by June 26, 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.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 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 7/17/2008, 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: 3/5/2012
Time: 6:00 PM

Title of Item: Contract with JKF Architecture for on-call architectural/engineering services

Explanation: In November 2011, the Public Works Department issued a request for qualifications for on-call architectural/engineering services. The purpose of the request was to obtain a contract with a firm for architectural/engineering services for low-cost projects or studies that the Department does not have the expertise to perform or cannot perform due to workload. The maximum value of this contract is \$200,000. The City's Purchasing Manual states that architectural/engineering services contracts under \$10,000 can be approved by the Department Head, greater than \$10,000 and less than \$30,000 can be approved by the City Manager, and all contracts greater than \$30,000 are approved by City Council. Any work under this contract will be authorized via a work order. By approving this contract, City Council shall grant approval authority for any work order less \$30,000 to either the City Manager or Department Head as appropriate.

The City has successfully used on-call contracts in the past for architectural/engineering services. The first on-call contract was with The East Group and expired in December 2011. Both Public Works and Community Development used this contract to obtain design and study services. In January 2012, City Council entered into a second on-call contract for civil engineering services with Rivers & Associates. The distinction between the two contracts is that the on-call architectural services will handle projects generally associated with vertical construction, and the on-call civil engineering services will generally handle projects associated with horizontal construction.

Three firms submitted qualifications on December 7, 2011. The three firms submitting qualifications were:

- The East Group
- JKF Architecture
- Stroud Engineering, PA

The most qualified firm was determined to be JKF Architecture. The contract is

for on-call services for a two-year period from the date the contract is executed. Staff, based on anticipated work load over the next two years, recommends a maximum value or authorization level of \$200,000. The authorization level is not a guarantee of work; it is a not-to-exceed amount. City Council can increase the authorization at some point in the future if necessary to meet City requirements.

Fiscal Note: Funds for each work order come from the requesting department's budget or from approved Capital Improvement Program projects.

Recommendation: Award the attached contract for on-call architectural/engineering services to JKF Architecture in an amount not to exceed \$200,000.

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

Attachments / click to download

 [Contract with JKE](#)

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

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

THIS IS AN AGREEMENT effective as of _____, _____ (“Effective Date”) between

City of Greenville, NC (“Owner”) and

JKF Architecture PC (“Engineer”).

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

On Call Architectural Services to the City of Greenville, NC for a period of 2 years from the effective date of the contract.

 (“Project”).

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. ~~*Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and regulations.
 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement, provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and Engineer shall each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

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

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~
- B. ~~Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all

court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. ~~*Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement. For the purpose of this agreement, where "Engineer" is written, it shall mean "Architect".
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants,

together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. ~~Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~
- E. Exhibit E, Notice of Acceptability of Work.
- F. ~~Exhibit F, Construction Cost Limit.~~
- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution.~~
- I. ~~Exhibit I, Limitations of Liability.~~
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

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

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

Owner:

Engineer:

By: Allen M. Thomas

By: John K. Farkas, AIA LEED-AP

Title: Mayor

Title: President

Date

Date

Signed: _____

Signed: _____

Engineer License or Firm's Certificate No. 51351

State of: North Carolina

Address for giving notices:

Address for giving notices:

1500 Beatty Street

PO Box 20662

Greenville, NC

Greenville, NC 27858

Designated Representative (Paragraph 8.03.A):

Lisa Kirby

Title: Senior Engineer

Phone Number: 252-329-4467

Facsimile Number: 252-329-4535

E-Mail Address: lkirby@greenvillenc.gov

Designated Representative (Paragraph 8.03.A):

John K. Farkas, AIA LEED-AP

Title: P

Phone Number: 252-355-8743

Facsimile Number: 252-355-0216

E-Mail Address: jkf@jkf-arch.com

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

Bernita W. Demery, CPA, Director of Financial Services

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 This contract is for on-call services for two years from the effective date of the contract. The Engineer shall provide all or some of the basic services as set forth below when directed by task order:

1. Typical work may include:

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

Developing Requests for Proposals;

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

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

Organizing and managing public information meetings on proposed projects;

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

Coordinating corrections with consultants;

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

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

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

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

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

Designing roof repairs for City facilities;

Designing projects to repair/replace HVAC systems;

Designing projects to renovate buildings or portions of buildings;

Designing small additions to buildings; and/or

Determining structural stability of city buildings.

2. Conduct Staff Actions including but not limited to:

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

Developing space management plans.

3. Other City Services:

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

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

a. During project development:

Employee of the Consultant cannot provide any information relating to any project that the Consultant has not previously or contemporaneously been provided to other consulting engineer firms.

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

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

Any requests for information by the Consultant must be in writing addressed to the Director of Public Works to ensure any reply will be to all consulting engineer firms participating in the selection process; and

Employee of the Consultant may not discuss the selection process or the results for any consulting engineering services.

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

5. Task Orders:

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

Task orders less than \$10,000; the Director of Public Works
Task orders between \$10,000 and \$30,000 the City Manager.

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

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

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

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

Owner's Responsibilities

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

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

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

- scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
 - F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 - I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - J. Place and pay for advertisement for Bids in appropriate publications.
 - K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
 - L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
 - M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.
 - 1. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- A. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 16 weeks. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services –negotiated lump sump for each task ordert

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

1. A negotiated lump sump for each task order issued to the Engineer.
2. In no event shall total compensation for services under Paragraph C2.01 be greater than \$ 200,000 without going to City Council for an increase in authorization level. based on the following estimated distribution of compensation:
 - a. Study and Report Phase _____ \$ _____
 - b. Preliminary Design Phase _____ \$ _____
 - c. Final Design Phase _____ \$ _____
 - d. Bidding or Negotiating Phase _____ \$ _____
 - e. Construction Phase _____ \$ _____
 - f. Post-Construction Phase _____ \$ _____
3. ~~Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.~~
4. ~~The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultants’ charges.~~
5. ~~The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants’ charges.~~

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

~~C2.02 Compensation For Reimbursable Expenses~~

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

~~C2.03 Other Provisions Concerning Payment~~

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

C. *Estimated Compensation Amounts:*

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

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

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

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

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

Construction Cost Limit

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

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

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

Page 1

(Exhibit F – Construction Cost Limit)

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

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Item # 3

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

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident: \$100,000
 - 2) Disease, Policy Limit: \$500,000
 - 3) Disease, Each Employee: \$100,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000
- e. Professional Liability --
 - 1) Each Claim Made: \$1,000,000
 - 2) Annual Aggregate: \$2,000,000
- f. Other (specify):
\$ N/A

2. ~~By Owner:~~

- a. ~~Workers' Compensation:~~ ~~Statutory~~

~~b. Employer's Liability~~

- ~~1) Each Accident~~ _____ \$ _____
- ~~2) Disease, Policy Limit~~ _____ \$ _____
- ~~3) Disease, Each Employee~~ _____ \$ _____

~~e. General Liability~~

- ~~1) General Aggregate:~~ _____ \$ _____
- ~~2) Each Occurrence (Bodily Injury and Property Damage):~~ _____ \$ _____

~~d. Excess Umbrella Liability~~

- ~~1) Each Occurrence:~~ _____ \$ _____
- ~~2) General Aggregate:~~ _____ \$ _____

~~e. Automobile Liability Combined Single Limit (Bodily Injury and Property Damage):~~

_____ Each Accident: _____ \$ _____

~~f. Other (specify):~~ _____ \$ _____

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

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

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

~~**[NOTE TO USER: Select one of the two alternatives provided]**~~

~~H6.08 Dispute Resolution~~

~~A. **Mediation:** Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by insert name of mediator, or mediation service. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

~~{or}~~

~~A. **Arbitration:** All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the here insert the name of a specified arbitration service or organization rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the specified arbitration service or organization. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ _____ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$ _____ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$ _____ (exclusive of interest and costs). Disputes that are~~

~~not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

- ~~3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

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

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

[NOTE TO USER: Select one of the three alternatives listed below for I6.10 A.1]

~~1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

[or]

~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ _____ [or]~~

- ~~1. *Engineer's Liability Limited to the Amount of \$ _____:* Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$ _____.~~

~~*[NOTE TO USER: If appropriate and desired, include I6.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]*~~

- ~~2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:~~

~~*[NOTE TO USER: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees"]*~~

~~*[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph 16.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$ _____."]*~~

~~*[NOTE TO USER: If appropriate and desired, include I6.10.A.3 below]*~~

- ~~3. *Agreement Not to Claim for Cost of Certain Change Orders:* Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or~~

~~part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, members, partners, agents, employees, and Consultants.~~

~~***[NOTE TO USER: The parties may wish to consider the additional limitation contained in the following sentence.]***~~

~~Owner further agrees not to sue or to make any claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]~~

~~***[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, then supplement Paragraph 6.10.B by including the following indemnification of Engineer by Owner as Paragraph 16.10.B.]***~~

~~**B. Indemnification by Owner:** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or~~

~~omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

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

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

NONE

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Uptown Greenville services contract

Explanation: Beginning in 2010, the City Council has approved requests to execute annual contracts with Uptown Greenville in the amount of \$25,000 for the provision of a defined set of services. The services outlined in the proposed contract for 2012 (attached) include business recruitment and retention, beautification projects, management of special events and promotions, along with organization and management of public input for infrastructure projects in the Uptown Commercial District.

In the 2011 contract, Uptown organization was also charged with assessing the feasibility and developing support for the establishment of a municipal services district within the City's urban core. As required by the 2011 contract, Uptown Greenville has reported their progress toward fulfilling the terms of previous contracts and has provided a final report for the 2011 contract, which is attached.

Uptown Greenville requests that a new contract be executed for one year for \$25,000, as per the attached letter. Staff is of the opinion that the Uptown Greenville organization provides valuable services to the City in the downtown redevelopment efforts and recommends the contract be executed.

Fiscal Note: One half of the contract amount, or \$12,500, is available in the fiscal year 2011-2012 adopted budget. The remaining half of the contract, or \$12,500, would be included in the fiscal year 2012-2013 budget.

Recommendation: Approve the attached Uptown Greenville contract for services.

Attachments / click to download

 [2012 Uptown Contract](#)

 [Uptown Greenville End of Year Report 2012](#)

 [Uptown Greenville 2012 Contract Cover](#)

NORTH CAROLINA
PITT COUNTY

CONTRACT FOR SERVICES

This CONTRACT is made the _____ day of March, 2012, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and Evergreen of Greenville, Inc. doing business as Uptown Greenville, a North Carolina nonprofit corporation (UPTOWN);

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by UPTOWN for the CITY, and the sum of \$25,000 paid by the CITY to UPTOWN.

2. General Work to be Performed.

UPTOWN will use its best efforts to publicize the economic, educational, social, and cultural benefits of the Uptown business district of Greenville; assist in recruiting business and residents to the Uptown area; and provide information on the Uptown business district of Greenville to prospective businesses and residents. UPTOWN will publicize and promote the Center City-West Greenville Revitalization Plan through the normal business activities of UPTOWN.

3. Specific Work to be Performed.

UPTOWN will perform the following specific services:

I. BUSINESS RECRUITMENT AND RETENTION:

- A. Identify types of retail/restaurants that will fill areas of wants, needs or leakage in the Uptown business district of Greenville, utilizing data collected from shopper surveys and market analysis.
- B. Contact appropriate businesses/companies/corporations and promote vacant properties within the Uptown business district of Greenville.
- C. Maintain up-to-date information for use by prospective new businesses on downtown demographics, traffic counts, populations, and vacant properties for lease or sale to be used in but not limited to:
 - Flyers
 - Postcards
 - Uptown Greenville website
- D. Market the Uptown business district of Greenville to the local community as well as to neighboring cities/counties through television, print media,

websites, etc.

- E. Continue to work with CITY staff and the Pitt County Development Commission to recruit new businesses and help make their experience pleasant.
- F. Continue to bring arts into the Uptown business district of Greenville by working with the Pitt County Arts Council at Emerge Gallery & Art Center, Greenville Museum of Art, and Magnolia Arts Center.

II. UPTOWN BEAUTIFICATION:

- A. Continue and expand marketing and communication efforts regarding the Façade Improvement Grant program workshops, deadlines, and resources.
- B. Encourage new and vibrant seasonal window displays.
- C. Continue to maintain and improve on Planter Beds adopted through the Adopt-A-Bed program located along Evans St. between 5th and 3rd Streets.
- D. Add to destination feel of Uptown by providing colorful event and district lamp post banners throughout the Uptown business district of Greenville.

III. SPECIAL EVENTS, PROMOTIONS & PRIVATE SUPPORT

- A. Serve as organizer or sponsor for PirateFest, First Friday ArtWalk Series, Freeboot Friday, and the Uptown Umbrella Market.
- B. Provide information regarding who to contact for appropriate permits and approvals needed to outside organizations interested in holding special events in the Uptown business district of Greenville.
- C. Serve on the City of Greenville's review committee for organizations applying to hold special events on the Five Points Plaza or in the Uptown District
- D. Credit the CITY as a major sponsor of PirateFest, Freeboot Friday, and the Uptown Umbrella Market.

IV. GUIDANCE FOR PUBLIC INFRASTRUCTURE PROJECTS

- A. Build consensus for public infrastructure projects in the form of public input gathering, surveying, and communication of plans.
- B. Coordinate and conduct Public Input Forums regarding future redevelopment plans.
- C. Gather input from local, professional design experts regarding design strategies (Visioning Process).
- D. Develop and distribute design guidelines.
- E. Continue facilitation of public input for Five Points Plaza.

4. Municipal Service District.

UPTOWN will develop a strategy and implement a plan to generate support from property

owners in the Uptown business district of Greenville for the establishment by the CITY of a municipal service district. The purpose of the municipal service district will be to generate funds for downtown revitalization promotion and developmental activities as defined in NC General Statute 160A-536.

5. Schedule of Payments.

Payment of \$12,500 will be made by the CITY to UPTOWN on a semi-annual basis with the first payment to be made within 30 days of the effective date of this contract for services, and the second and final payment to be made on or about six months following the first payment.

6. Reports.

Prior to the CITY making the second payment as described in Section 5 and at the end of the contract period, UPTOWN shall provide written reports to the City Council of the CITY of the significant achievements of UPTOWN with regard to the work performed under Sections 2, 3, and 4 of this CONTRACT.

7. Duration, Termination, and Amendment.

This CONTRACT shall commence on March 8, 2012, and terminate on February 28, 2013. This CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

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

EVERGREEN OF GREENVILLE, INC.
doing business as UPTOWN GREENVILLE

Todd Hickey, President

ATTEST:

Ashley Sierant, Secretary

CITY OF GREENVILLE

Thomas Moton, Interim City Manager

ATTEST:

Carol L Barwick , City Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

Uptown Greenville Contract for Services Update for City Council February 16, 2012

To: Mayor Thomas, Members of City Council and City Manager, Wayne Bowers
From: Denise Walsh, Executive Director, Uptown Greenville

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Per item 6 in our agreed upon Contract For Services (dated March 29, 2011), this written report has been prepared for your review noting significant achievements and progress with regard to the work performed under **Sections 2, 3, and 4.**

SECTION 2. General Work to be Performed.

Uptown Greenville continues work to publicize and promote the District to prospective businesses and residents. This is done through event promotion on our website and through local community calendars, individual meetings with prospective new businesses, tours of the District, and presentations to area organizations. Since April, Uptown's weekly E-newsletter experienced an 18% increase in recipients who sign-up online or at events and is now sent to 1,600 contacts. Uptown Greenville is now using social media to promote the District and events. This summer, the organization Facebook page was redone and a Twitter account was opened. Details regarding the specific services are included below.

SECTION 3. Specific Work to be Performed.

BUSINESS RECRUITMENT AND RETENTION:

Maintaining and increasing businesses in the Uptown District is key to downtown revitalization. Changes to the meeting schedule of the Uptown Greenville Board took place in 2011 to allow all board members to serve on existing committees including Economic Development, Design, Organization and Promotions, designed to encourage downtown revitalization, to support existing businesses, and to identify and recruit new businesses to the Uptown District.

Existing Businesses

As a way to promote existing businesses, Uptown Greenville coordinates special events, promotions and socials that take place in the district and provide exposure for all local businesses. All businesses within the District are invited to submit business news or event notices to be included in the weekly Uptown E-news. The First Friday Uptown ArtWalk, once held quarterly, began as a monthly program in January of 2011 and continues in 2012. Through emails, e-newsletters, personal visits and printed newsletters, Uptown reached out to keep businesses located in the district informed about upcoming events, grant opportunities, and small business resources available to them. Uptown Greenville is currently partnering with PCC's Small Business Center to support a Lunch-N-Learn series in the Uptown District. This series is open to all.

New Business

Uptown Greenville talks with potential new businesses or businesses looking to

relocate to the district. Our street level location in the Self Help Building provides a first stop for information on the district for many who are exploring the area. We are able to connect prospective businesses to property owners and managers with potential space that would be a good match for their business. Uptown also recommends possible grant programs and puts potential new businesses in contact with the appropriate City and Small Business Center staff who can assist them with opening or relocating a business to the Uptown District.

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Once a business is established and open in the district, we provide opportunities to build awareness in the community by promoting them through the weekly Uptown E-news and at special events. During the Uptown Umbrella Market, iTeach provided free craft activities soon after opening as a way to let customers know they were in business. Restaurants are invited to provide food samples at Uptown socials and Freeboot Fridays and local chefs participated in the Umbrella Market by providing food demonstrations that entertained the community and gave them a taste of what they could find at new and old restaurants like The Scullery and Starlight Café.

Several new businesses opened their doors Uptown in 2011 including, Another Level Hair Bar, Blue Ox Games, The Closet Consignment Boutique, Coastal Fog, Dirty LAM Studio, iTeach, Jimmy Johns, Schroko's Hair Studio, and The Scullery.

Property Database

Uptown Greenville researched and purchased a Main Street database. This database was designed by a former Main Street Manager and is ideally suited for our work and will help to improve our understanding of the composition of the Uptown District in terms of total square footage and available square footage, employment, job growth and tax base. Also, we will be better able to track parcel improvements, grants received and business history. This system will also allow us to quickly pull information on MSD tax rates as we continue to explore the creation of a Municipal Service District (MSD) also known as a Business Improvement District (BID) in the Uptown District. Compiling data from the City, the County, and door-to-door canvassing, then cleaning and preparing the data for entry into the database, has been an enormous effort and required months of work. We were able to upload individual contact information in a first phase last spring, and then in August, finalized and uploaded the parcel data. New tax data will be uploaded when available from the County in the coming months. We continue to work on gathering missing information on individual parcels and businesses and add data weekly to have a complete picture of the Uptown District. There was a lot of time invested and much has been accomplished in the past year and we look forward to using this database to assist in District revitalization going forward.

District Marketing

Uptown Greenville has traditionally focused the majority of advertising campaigns on special event promotions as opposed to general district promotions. Thanks to strong partnerships with area media outlets who act as event sponsors, these ad campaigns are typically no or low cost to the organization. However, work is being

done on a marketing plan to increase district promotion that is not tied to special events. Because sponsor agreements in the past have not included these campaigns, and because advertising is expensive, we are working on the best ways to use a limited budget. This year, Uptown District ads have been placed in the Hilton's guest room guide; in the Magnolia Arts Center's season of performance programs, in the Daily Reflector, the Greenville Times and Eastern Carolina Parent. We have also considered starting ongoing media contracts with local radio cable and print media outlets and a series of Uptown Updates on Greenville Public Access TV 23 (GPAT 23).

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We promoted the weekly Uptown Umbrella Market in a number of ways. While still event focused, we felt that this was a series that could bring repeat visitors to the District over the course of the 18 weeks that the market ran. Ads were placed with the Daily Reflector, Her Magazine, Minority Voice News and the Greenville Times.

Uptown Greenville has generated positive publicity for the district in the form of articles about events, new business and programs focused on revitalization and beautification of the Uptown District over the past year. The Uptown District is also promoted through talks and presentations to area organizations and clubs. Since last spring, presentations focusing on the Uptown District and the benefits of a thriving downtown for businesses and individuals in our community, were made by Uptown Greenville to the Business Leadership Council, and other organizations and groups including the morning Rotary chapter, and to multiple ECU classes, both undergraduate and graduate levels. This fall, the presentation was made by Uptown Greenville to the Chamber Leadership Institute and Uptown coordinated a walking tour of businesses in the district highlighting the benefits of working in a downtown setting and to showcase adaptive reuse. This presentation is available to organizations throughout our community.

Uptown Greenville has met with ECU staff to discuss how to collaborate and to encourage businesses to participate in a program designed to attract ECU parents visiting their students to the Uptown District. Also, plans are being made for presentations on Uptown Greenville's work to the ECU Parents Council as a way to educate student families about the positive activity taking place Uptown.

Annually, Uptown Greenville creates and distributes 10,000 Eat Up guides to the Convention and Visitors Bureau, Chamber of Commerce, hotels and area businesses and individuals throughout Greenville and Pitt County. A new version has been finalized and 5,000 new copies were available this fall. These guides were first created in 2007 in response to a request for a listing of restaurants in the center city for a conference group at PCMH. The guide has been well received and all restaurants within the Uptown District (Uptown members and non-members) are included in the guide. In 2012, we hope to design and print a District map that is inclusive of a variety of businesses, not just restaurants, available to help promote the Uptown District.

Economic Development

The Uptown Economic Development Committee consists of volunteers representing the County, the Chamber of Commerce, ECU, Uptown businesses and local financial institutions. This group is currently working on plans to incentivize district property and business owners to invest in the appearance of their businesses, and to find ways to help property owners transform empty spaces into mixed-use properties. Plans are also being finalized with members of this and the Uptown Design Committee for a new incentive grant offered by Uptown to offer matching assistance for the business or property owners portion of work should a Façade Improvement Grant (FIG) applicant be awarded a grant from the City of Greenville. The idea behind this plan is that Uptown Greenville would be able to talk with and encourage businesses that negatively impact the District to invest in their properties by leveraging a small amount of private dollars. Details are being finalized, but the committees will be working with City staff to identify the best way for Uptown to implement this incentive grant.

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The Uptown Economic Development committee is also working on gathering information about the district and reasons for locating business within the Uptown district for an information packet to use as we work to recruit more businesses and investors to Greenville's center city.

Over the summer, Uptown Greenville finalized work on compiling parcel data for the Uptown District gathered from both the City and County tax records, and from survey data collected by Uptown Greenville. The parcel database is continually being added and there are areas that need more data, but the upload of parcel data into the Main Street database template in August was a milestone. It is believed that having this data in one location will aid and improve our understanding of the make-up of the District, from square footage occupied or vacant, to numbers of residents and numbers of employees. Also, the database will assist us as we look at possible MSD tax rates and potential returns to budget potential work should an Uptown MSD be approved by City Council.

Uptown Greenville is also organizing a day-trip to Durham, NC on April 4. Invitations have been issued to Uptown Greenville Board members, City and County Staff and Elected officials. Uptown will coordinate with Durham a day of talks and visits that will allow us to take a closer look at a few key issues: economic development, Business Improvement District creation, and Duke University's investment in downtown Durham.

Arts Uptown

The Uptown Umbrella Market celebrated the opening of the Five Points Plaza on June 1st as the market began for the season. Added space, shelters, electricity and access to potable water allowed for this year's market to feature food and arts demonstrations at each market. More details regarding the Uptown Market will be reviewed in the Special Events section of this report on page 10. Of note is that 32

unique arts vendors participated in the 2011 Umbrella Market. The participating community artists were of ages ranging from 12-70+, and represented a variety of disciplines, backgrounds and skill levels. The market provided hobbyists an opportunity to sell their work and served as a business incubator for many.

UPTOWN BEAUTIFICATION:

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Adopt-A-Bed Program

Uptown Greenville's Design Committee partnered with the Pitt County Extension Master Gardeners and members of the Uptown Garden Club to design and plant planter beds, which Uptown Greenville adopted through The City of Greenville with the Keep Greenville Beautiful Inc. Adopt a Flower Bed Program in 2010.

Uptown also worked closely with Public Works to prepare and plant over 550 perennial plants in the flowerbeds. An additional 675 bulbs were added in April 2011. Volunteers from Uptown Greenville's Design Committee also assisted in maintaining the beds. In late summer, a shredded hardwood mulch, which our volunteers identified as a better mulch to support the small plants continue to become established, was donated.

Bicycle Racks

While perhaps not technically a beautification aspect of the district, the addition of seven new bike racks to the Uptown District is a beautiful sight for cyclists in our community and those promoting a more walk-able, livable, Greenville. Greater accessibility to the Uptown District is a goal for members of Uptown Greenville, and pedestrians and cyclists are an important component in successful downtowns. Uptown Greenville secured grant funding through the Communities Putting Prevention to Work for the purchase of five bike racks for the Uptown District. After review and approval for a design from the City's Bike and Pedestrian Commission, the Uptown Greenville's Design Committee and by the City's Public Works and Engineering staff, a total of seven bicycle racks were purchased. The grant paid for five racks and two were paid for with private funding from Uptown Greenville. These racks are black with a cyclist image to help reinforce the idea of cycling. Six racks were installed at the Five Points Plaza this summer, and a seventh will be installed following approval by City staff reviewing proposed locations from the Bicycle and Pedestrian Commission's engineering committee and Uptown Greenville's Design Committee. In 2012, Uptown Greenville hopes to continue to support the addition of bike racks to the Uptown District.

Façade Improvement Grant Promotion

The Façade Improvement Grant Program managed by the City of Greenville traditionally accepted applications in the fall and spring. After many discussions with City staff, Historic Preservation Committee members and Uptown Greenville staff and volunteers, we were pleased to see the change from application deadlines twice annually, to acceptance on a monthly basis. Feedback from businesses who have not applied for funding suggested that they would have liked to apply, however, because work must be approved and the grant awarded prior

commencing work on the façade, many businesses working on opening their doors did not want to wait and frequently opened and either did only a modified version of the improvements, or made no significant improvements and never applied for the Façade Improvement Grant at a later time. We believe the new monthly deadline will help more businesses and property owners apply for and use funds to make physical improvements to their structures.

Uptown Greenville helps the City to promote the program via our E-newsletter, web site, and by directing interested business and property owners to appropriate contacts at the City. Our Design Committee and Economic Development committees plan to identify and recruit potential applicants based on those that have the greatest visibility and need.

Lamppost Painting

Uptown Greenville's Design committee has addressed concerns with appropriate City staff regarding City owned light poles with significant chipping paint located in the Uptown District. Concerns regarding these eyesores were expressed more frequently in early spring and the committee is glad to see that many of the poles are being repainted at this time.

Lamppost Banners

The lamppost banner program provides a way to welcome visitors to Uptown, promote community events and increase curb appeal. Banner hardware and decorative banners were originally purchased in 2009 with additional funding Uptown Greenville requested from US Cellular for PirateFest promotion. After much review and coordination with Public Works and GUC staff, 30 poles in the Uptown District were identified as locations for the pedestrian banner hardware. In the fall of 2010, Uptown Greenville purchased 17 additional banners and hardware to install along Dickinson between 10th and Evans Streets. Uptown also worked with the county who purchased five additional banners to promote the 250th Anniversary of Pitt County. These poles have been provided to Uptown Greenville for use to promote events in the district. The current total of lamppost banners in the Uptown District is 52. Uptown hopes to continue to add to this program in 2012. Also, Uptown thanks GUC for continued support of this program.

SPECIAL EVENTS, PROMOTIONS & PRIVATE SUPPORT:

Uptown Greenville was able to expand several events in 2011 in part due to the contract with the City of Greenville. The Uptown Umbrella Market continued weekly throughout the summer, a total of 18 events were scheduled. The quarterly ArtWalk series was expanded to a monthly First Friday ArtWalk series. In addition, PirateFest, the City's signature celebration, and Freeboot Friday events continued to grow. These events are all free and open to the public.

PirateFest 2011

PirateFest began in 2007 and was created by representatives throughout our community to become an annual event designed to serve as the signature festival for

the City of Greenville, celebrating Eastern North Carolina's art, music and culture steeped with famous pirates including the infamous Blackbeard of Eastern Carolina and Greenville's own East Carolina University Pirates. Uptown Greenville's Executive Director serves as PirateFest Co-Chair with the Uptown Promotions Committee Chair and a representative from the Pitt County Arts Council at Emerge. Representatives from Recreation and Parks, Public Works, the Convention and Visitors Bureau, ECU's Volunteer Service Learning Center and some community volunteers serve on the PirateFest committee. The pirate spirit is brought to life with pirate re-enactors who roam the streets of Uptown Greenville and give educational demonstrations. The Town Common featured the long running International Festival, now called "International Ports O'Call" in an effort to keep the different festival areas more succinct under the umbrella event "PirateFest." The Town Common features the International entertainment stage and festival area. Also housed here is the Pirate Encampment, educational activities from re-enactors and from the Queen Anne's Revenge. Pirate sword fights and the inflatable pirate ship, climbing wall and games along with the Potash Corp fossil dig are found on the Town Common. Event planning, sponsorship recruitment and marketing efforts are underway now to attract people from communities throughout Eastern Carolina to PirateFest 2012 taking place April 13 & 14.

U.S. Cellular has returned as the presenting sponsor for the festival in 2012. Uptown Greenville received high praise from our US Cellular contact that has worked with us on this festival for the past six years. Our US Cellular contact has overseen street festivals for the Southeastern region in the past and since January 2011 is the key liaison for festivals nationwide. She said that this year working with communities nationwide, made her appreciate even more our partnership, and the organization of PirateFest and the leadership coordinating the festival.

To help evaluate and improve on future PirateFest celebrations, we once again conducted a survey of festival participants during the most recent PirateFest event. Data collected from 161 random-sample attendees measured several aspects of PirateFest, including sponsorship recognition and participants' perceptions of sponsors.

Survey Sample Profile

- 46% were college graduates, 14% had post-graduate work
- 30% made more than \$50,000
- 34% of participants were male and 66% were female
- 78% of participants are between 18-39
- 66% were not ECU students

Sponsor Recognition and Change in Perception of Sponsors by Survey Participants

- Most PirateFest participants were able to identify at least one company or organization as a sponsor

- U.S. Cellular was the most recognizable sponsor at 43% with Sheetz (27%) following as the next recognized sponsor.
- The majority of participants (58%) stated that they would have a higher opinion of companies/organizations if they were aware of their involvement with PirateFest
- The majority (54%) of participants indicated they would be more likely to purchase goods or services from a sponsor if they were aware of their involvement

The majority surveyed indicated satisfaction with PirateFest with 76% indicating that they would return next year. We hope to work with another ECU class in 2012 to aid in collecting a larger number of surveys during the upcoming event.

PirateFest Promotions were included in:

- The Daily Reflector, MIXER, Her Magazine, Go! Guide and Go! Family, Work Week
- The Greenville Times, Chamber of Commerce Business Partner, The East Carolinian, The Minority Voice
- Regional publications including: Arts Alive, Pitt County Women’s Journal, Glimpse
- ECU Transit Bus Posters, GREAT Bus Posters
- Regional papers such as Kinston Free Press, Sun Journal, Rocky Mount Telegram , The Washington Daily News
- Suddenlink commercials in the Greenville/Washington/Williamston and Kinston and on Suddenlink owned networks like HGTV, ESPN, and Discovery Channel
- Uptown Greenville E-newsletter sent to 1,500+ email addresses (weekly)

Total Estimated Circulation of Print Media per Impression: 120,000

EVENT ATTENDANCE 2011 estimated total = 25,000 (*attendance in 2011 was down from 2010 due to weather*).

PIRATEFEST 2011 Highlights

- Second year for Buccaneer Bash (Friday night, outdoor live music event)
- 4th year for participant survey conducted throughout festival on Friday and Saturday
- Total vendors: 150+
- Approximately 25,000 estimated in attendance
- More than 320 volunteers supported the festival
- US Cellular has served as presenting sponsor since start of PirateFest in 2007
- Greenville-Pitt County Chamber of Commerce membership direct marketing regarding event
- World class production value and performances on three stages

- Economic impact for the city of Greenville estimated at \$2.2 million
- Festival highlights Greenville's Historic Uptown District
- More than \$160,000 in media marketing (TV, Radio and Cable and Billboards)
- WITN, NBC 7 – 30 second promotional segment, 45 broadcasts (March 8- April 9, 2011)
- More than 500 T-shirts produced for PirateFest 2011, imprinted main sponsor logos
- Beasley Broadcasting – 5 radio stations promoted PirateFest 2011
- Suddenlink Cable – 30-second promotional segment, 200 broadcasts
- City of Greenville's Government Channel – GTV-9; numerous promotional segments promoting PirateFest 2011
- Three sound stages with live music and performances – bands, individuals, and shows
- PirateFest featured in interviews on WITN Sunrise, Cable 7 "Business Break" program, Talk of the Town, Live @ Five, Pirate Radio 1250 & 930 AM, City Scene, GPAT-23
- More than \$20,000 in print advertising campaign
- Promotional Ads in *The Daily Reflector*, *Daily Reflector Work Week*, *Daily Reflector*, *MIXER*, *Her Magazine*, *Greenville Times*, *Chamber of Commerce Business Partner*, *Kinston Free Press*, *Sun Journal*, *Rocky Mount Telegram*, *Pitt County Women's Journal*, *Impressions and Achieve Magazines*, *The East Carolinian*, and *The Washington Daily News*, *ECU Transit*
- ECU Open House planned to coincide with PirateFest – PirateFest hired the Greenville Jolly Trolley to carry people to and from the event with a stop at ECU
- Blackbeard the Pirate (hired entertainer by PirateFest, provided to ECU for remarks and small show to ECU Open House participants at start of day).

PirateFest Sponsorship = \$45,540

PirateFest Sales = \$12,296

Total PirateFest Expenses = \$50,677 (does not include staff time)

Total Gain = (\$7,159)

PirateFest 2012 Planned Activities Include:

- Addition of Protown BMX Stunt Team demonstrations during PirateFest
- Friday night live music event – Buccaneer Bash – modeled after an already popular live-music series currently offered several times in the

fall returns for third year at PirateFest and is expected to draw 3,000 to the event on the eve of PirateFest.

- Sound stages with live music and performances – bands, individuals, and shows Parade of Pirates and Pirate “Ships” and costumed pirates
- Greenville’s International Festival, now called International Ports O’Call will feature cultural food, exhibits, demonstrations, and entertainers
- Blackbeard’s Marketplace – vendors, food, and sponsor information
- Little Pirates Pavilion – children’s activities including Pirate School, multiple inflatable jumps including a pirate ship, crafts and activities
- Trolley tours with History Tours led by local historian, Roger Kammerer
- Live Pirate re-enactments with sword fight performances scheduled throughout the day and during the new Buccaneer Bash evening event
- Uptown Greenville’s Arts Festival – juried fine art demonstrations, exhibitions, and sales
- ECU Open House Festival Trolley Shuttle

With cooperation from the weather, we anticipate 2012 to be record breaking in terms of people reached and funds-raised to support projects and programs designed to meet the needs of populations in our community and to revitalize the city center – the Uptown District.

Uptown Umbrella Market 2011 RECAP **Wednesdays, 5-8 PM – June 1 – September 28, 2011**

UPTOWN UMBRELLA MARKET GOALS

- To provide an inviting, centrally located, and hospitable space for contact between area farmers, artisans, producers, and the public.
- To promote the sale of locally grown produce, plants, baked goods, seafood, meats, dairy, art and other hand crafted products.
- To increase access to fresh, nourishing, locally-produced foods and other products of local labor.
- To enhance the quality of life in the Greenville area by providing a community activity which fosters an entrepreneurial spirit, social gathering, interaction, equity, education, and help to build a sustainable local economy and sense of place for residents and visitors.

The Umbrella Market is now able to accommodate more vendors. Ninety-two vendors participated over the course of the market this season, with an average of 45 vendors per market.

The Uptown Umbrella Market series, held Wednesdays from 5-8 pm, began in June rather than in May this year in order to open the series upon completion of the Five Points Plaza. To kick-off the season, Uptown Greenville worked with the Chamber

and hosted a ribbon-cutting ceremony for the plaza. The new Five Points Plaza space added power, potable water and market shelters, which allowed for additional vendors and a new feature – food demonstrations. Local Uptown Chefs and Pitt County’s Health Department representatives were invited to prepare food using farmer’s produce and to provide ideas to attendees on how to prepare healthy locally grown food at home.

Uptown Greenville dedicated more resources in the 2011 weekly Uptown Umbrella Market. This series was very expensive to operate and resulted in a loss for our organization despite receiving grant funding to cover the costs of the free trolley that ran along 5th Street, however there were many positive benefits for the City.

A new investment in the series this season was to hire a market manager to work 10-15 hours per week as a contract employee. While this position aided in communications with weekly vendors, event mapping, and on-site operation of the market from set-up through breakdown, the time did not allow for full ownership of the program. Market promotion; grant writing and reporting; budget management; permit requests; and some vendor relations; music, logistics and volunteer coordination was still handled by Uptown staff or volunteers.

Another new feature of the 2011 Uptown Umbrella market was the addition of the Greenville Jolly Trolley, which ran along 5th Street between the Intergenerational Center and Little Willie Center Annex to the west and to the Cypress Glenn Retirement Community to the east, with stops along 5th Street at Nathaniel Village, the Umbrella Market at Five Points, ECU’s Wright Fountain, Whal-Coates Elementary, Landmark Convenience and ECU’s Wright Fountain. The goal with the addition of the trolley was to provide neighboring residents easy access to locally grown produce, local meats and seafood available at the Uptown Market. We were successful in securing funding for transportation through the Communities Putting Prevention to Work grant. We received approval for the first two months, and were responsible for tracking ridership and completing monthly reports. At the end of the first two months, we were able to secure the additional two months of funding. We recruited volunteers to ride and track ridership at each stop throughout the season. We were pleased with the results, however. We have met with the representatives from CPPW. The grant is set-up to offer less money the second year in hopes that programs will be carried on solely by the organizations in the third year. In 2011, we were also able to secure a small marketing grant to help promote the trolley transportation. Even with grant support for half the costs in 2012 for transportation funding, we will need to invest more advertising (both paid and grassroots campaigns) to encourage increased ridership for patrons of the market. This will be difficult to do financially but we hope to find a way to continue this.

These additions to the market made the program very expensive. In an effort to attract vendors who support the market’s goals, we have worked to keep the vendor fees low to allow small farms, artisans and other entrepreneurs to participate in the series. With this fee structure, the program is not self-funding and without support

from the City's Contract for Services and grant funding and private support through Uptown Greenville, it would not be possible to continue the market. We hope to recruit corporate sponsor support for 2012 to help supplement revenues needed to continue to grow the market series if our board feels this program meets our organization goals and funding and staff support is available to continue the series.

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The Uptown Umbrella Market also features live music at each event. Musicians are primarily acoustic and small groups of 1-4 musicians. A small stipend is paid to musicians who play two sets during the evening, and all musicians receive exposure on Uptown Greenville's weekly e-newsletter with links to their pages.

The market first opened in 2007 on Saturdays under leadership from Uptown merchants and continued in 2008 organized by Uptown Greenville staff. The market moved to 1st and 3rd Wednesdays in the third year, 2009, in an effort to attract more produce vendors and to not compete with the local Pitt County Farmers Market, but rather to offer an additional location for area farmers and artisans to sell their goods. In 2010, Uptown Umbrella Market series was expanded to a weekly market – in large part, thanks to the contract for services agreement with the City of Greenville. We continued the weekly market format for a second year in 2011.

- Total Scheduled Markets: 18 (2 cancelled due to weather, one held but light rain slowed sales)
- Estimated average attendance was 350 per event
- Total Vendor Fees recouped by Uptown Greenville = \$3010
- Beer sales revenue = \$1,931.77 (total before paying Duck Rabbit = \$6,623)
- The Uptown Umbrella Market was promoted through free calendar listings, on-site interviews and paid advertising in the following ways:
 - The Daily Reflector - Go! Guide, Community, Best Bets – TV Guide, Scene Around, Her, The Mixer (ads and feature articles)
 - The East Carolinian and Pirate Preview
 - The Greenville Times (ads, calendar and article)
 - The Minority Voice (ads and feature article)
 - Pirate Radio 1250 & 930 AM live interview
 - GTV-9 interview
 - Greenville Public Access TV onsite interviews with Folk Scene and Uptown Update
 - WITN, & WNCT live on-site interviews and WITN Sunrise
 - Talk of the Town live interview
 - 5,000 business card size print pieces distributed throughout Greenville and taken to City Hall, The Little Willie Center, Intergenerational Center, Convention & Visitors Bureau, Pitt County Arts Council and other area businesses
 - 47 lamp post banners promoting the market

- Power Point presentations to the area organizations, Chamber committees, and to Pitt County Employees
- Weekly Uptown E-newsletters to 1,500+ email addresses
- Chamber E-newsletter
- Uptown Web Site
- Uptown Market Facebook page and Twitter
- Convention & Visitors Bureau Web Calendar
- Slides shown before ECU Student Films and at buildings on Campus
- Posters displayed at area businesses (75)
- Direct Mailing to 1000+ addresses at start of season when Uptown social and Ribbon Cutting for Five Points Plaza was held at first market

Total Market Revenue=\$21,307.99

Total Market Expenses = \$21,793.93 (includes contract market manager, but not additional executive staff time)

Total Loss = (-\$485.94)

2011 FREEBOOT FRIDAY

Event Recap

Freeboot Friday recently ended our 12th season. Traditionally, Freeboot Fridays has grown in attendance annually as members throughout our community become more aware of the free concert series and the Uptown District. For example, the series went from an average of 2,000 people in 2008 to an average of 4,000 people in 2010. This season looked like it was poised to be our best year to date. The first event of the season saw record attendance estimated at 5,000 people. The event was held for the first time on the new Five Points Plaza and the stage was located under the main stage awning at the corner of 5th and Evans, a first for Freeboot Fridays. Event sponsors were located under the new shelters bordering Evans and 5th Streets and by locating the stage on the perimeter of the lot; we were able to use the entire site for event participants.

Mother Nature unfortunately did not cooperate with remaining events. We had to cancel one event, and one event experienced rain throughout the first half. Other Freeboot dates were gray and cold, however the series ended on November 18 with good, though cold, weather and a large fan base for our headline band, Parmalee and an estimated attendance of 2,200.

Each event features two bands – an opening, local or smaller group and a headline band. Throughout the season we bring in a variety of music to expose our community to different genres of music – from bluegrass to jazz funk! The 2011, the scheduled line-up included: High & Risin', Reel Deep, Rebekah Todd, Lipbone Redding, The Charming Youngsters, Emily Minor, Old Man Whickutt, Jupiter Jones, Lightnin' Wells, Donovan Carless and The Posse, Those Meddling Kids and Parmalee.

The ECU Cheerleaders, Pep Band and Homecoming court was on hand to kick-off a fun Homecoming weekend for the community and returning ECU alumni. Each Freeboot offered food samplings throughout the event from Uptown restaurants including Chico's, Dales Indian Cuisine, Jimmy John's, Topsy Teapot and Sup Dogs. In 2011, the children's area expanded to include the inflatable pirate ship, the moonwalk and mini-All Stars. Purple the Clown and a balloon artist provided balloon creations for all ages. Free arts activities were provided by area arts organizations. Activities are free to attendees. Uptown also hires the Greenville Jolly Trolley to provide rides and allow people parking further from the event transportation to the event site.

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2011 Highlights

- Band now under main shelter of Five Points Plaza which helped return focus to live music
- Increased number of cash sponsors
- The children's area grew with activities for children
- Sponsor Krispy Kreme provided free coffee at cold events
- Participation by area Uptown restaurants
- Well-received mix of musicians
- Feature song for Coach Holtz and ECU Pirates written and sung by opening group Old Man Whickutt during Freeboot Friday on Homecoming
- Ads in *The Daily Reflector*; *Her Magazine*; *The Mixer*; *The Minority Voice*, *Greenville Times*; *The East Carolinian*
- Feature articles and photos in *Greenville Times*; *Go! Guide/Reflector*; *The East Carolinian*
- TV Commercials on SuddenLink cable networks
- Promotions on Public Radio East – The News & Ideas Network
- Interview segments on PirateRadio 1250 & 930 *Live @ 5*; City Scene on GTV-9; The Public Access Channel, Live interviews during the event with local stations, WNCT and WITN
- 5,000 business card with dates, band line-up and sponsor logos distributed throughout Pitt County
- Greenville Jolly Trolley hired by Uptown Greenville provided a free ride to Freeboot from more remote parking areas, or to provide a free ride during the event – great for all ages!
- Freeboot Friday lamppost banners throughout the District (50 poles)
- Conducted Participant survey – received about 100 responses.

Freeboot Sponsorship = \$20,500

Freeboot Sales = \$47,649

Total Freeboot Expenses = \$56,133 (does not include staff time)

Total Gain = (\$12,016)

Uptown First Friday ArtWalks

New in 2011: Every First Friday, 6-9 PM

Uptown Greenville had enjoyed festive quarterly Uptown ArtWalks for a number of years. In 2011, "First Friday" Uptown ArtWalks were created to provide monthly opportunities for Greenville residents to venture downtown to "look. play. eat. shop. relax." while supporting our uniquely diverse business culture.

Uptown Greenville and the Pitt County Arts Council at Emerge collaborate on this series and it is believed that increasing the frequency and consistency of the event will draw more foot-traffic to the district year-round. Program costs are expensive due to production of the map and the operation of the Greenville Jolly Trolley, however, at this point we are working to keep the program costs manageable for Uptown businesses. All businesses in the District are invited to participate. In some ways, this program is also seen as district marketing as it showcases the Uptown District and is promoted to different audiences. Galleries on the walk typically provide free receptions for ArtWalk attendees, and are often open later at night on First Fridays. Restaurants and retail businesses are also required to provide First Friday specials

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2011 Uptown ArtWalk Highlights:

- Moved from quarterly to monthly series in 2011
- 8 galleries and 12 restaurants/retail participants
- Estimated average attendance: 400
 - Greenville Jolly Trolley hired by Uptown to circle through the District helping to connect galleries and work studios located outside the 5th and Evans central area of the District.
 - Expenses include cost of creation and printing of the 5,000 First Friday ArtWalk maps, advertising and trolley fees
- Advertised through:
 - direct mail (2,500 post cards sent and distributed around the community per event)
 - Public Radio East calendar/PSA's
 - Uptown E-news – sent to 1,500 emails monthly
 - Uptown website calendar
 - Facebook page
 - Pitt County Arts Council E-news
 - Pitt County Art Council website
 - The Daily Reflector Go! Guide & Arts events
 - Greenville Times community calendar

Total ArtWalk Revenue=\$4,400

Total ArtWalk Expenses = \$8,592.27 (does not include staff time)

Total Loss = (-\$4,192.27)

Greenville Gives

Uptown Greenville collaborated with the City of Greenville to coordinate the 2011 Greenville Gives celebration at Five Points. This year's event featured a holiday celebration with a new twist, which focuses on giving and entertainment. Attendees

were encouraged to bring donations to support a variety of local organizations at the event including the Food Bank, East Carolina Student United Way, Humane Society of Eastern Carolina, Salvation Army and the Pitt County Operation Santa Claus. Items to bring included: blankets, clothes, canned and non-perishable food items, pet treats and products, and new toys for children. Santa and the Grinch arrived aboard the Greenville Jolly Trolley with ECU Music Theatre Carolers. Participants enjoyed live entertainment throughout the event with performances by the ECU Magnolia Belles, dancing from ENCDF, singing by Ron Harris, and STARS fire baton twirling. Greenville's Recreation and Parks Department and Pitt County Arts Council at Emerge provided crafts and activities for children. Participants were also invited to dress as their favorite Seuss-like character for a whimsical costume contest - the winner rode on the City of Greenville's float in the Jaycees Christmas Parade on Dec. 3rd with their family. Armadillo Grill, Krispy Kreme and Topsy Teapot donated sweets and hot chocolate and coffee for the event. Uptown Greenville coordinated promotions of the event, recruited several participating organizations, actors and musical performances. Also, participating Uptown restaurants and purchased holiday character costumes, hired the trolley for the celebration and coordinated Santa, Mrs. Claus and the characters and emceed the celebration.

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Uptown Greenville also coordinated a holiday scavenger hunt promotion that was designed to draw people into the businesses in the district over a period of three weeks in December. Fifteen Uptown businesses participated in the promotion.

Holiday Event Expenses: \$1,218.56 (does not include staff time)

Uptown Socials and Additional Events

In 2011, Uptown Greenville held successful socials including the 3rd Annual St. Patrick's Day social at Taff Office Equipment, Inc. that welcomed over 175 attendees. Also, in June, the Five Points Plaza Ribbon Cutting and opening market for the season Uptown social had an estimated attendance of 500.

Uptown Greenville also worked for the fifth year with ECU's New Faculty Orientation staff. Uptown Greenville coordinated offers from 22 restaurants, retail, antiques and arts businesses located in the Uptown District for new faculty during the week of ECU orientation in an effort to attract new staff who are often also new Greenville residents to the Uptown District.

GUIDANCE FOR PUBLIC INFRASTRUCTURE PROJECTS

Public Input

Parking in the Uptown District has been a hot topic for many years. Recent changes to the district related to traffic flow, new business and parking control has created new concerns. In response to this, Uptown Greenville worked with the City's Community Development Department to host a public parking forum in fall 2010. This was promoted through a direct mail post card sent by the City to property and

business owners through the district and included in the Reflector Go! Section and the Uptown E-news and on the Uptown website. The meeting was held at Sheppard Memorial Library and drew 24 business owners, operators and vendors who visit the District regularly. The meeting started with an overview of the current parking situation. Input gathered at the forum, and via an online comments form that Uptown Greenville, has created and is available at uptowngreenville.com was considered. Uptown Greenville also created and conducted a survey of business and property owners in the Uptown District. This survey was available online and was distributed in a paper format to properties throughout the district. 52 completed surveys were returned. Questions gathered input regarding current parking needs, time of day parking is needed most, delivery types and hours, willingness to lease or pay for parking, distance willing to walk to employee parking, type of business and other data regarding the business profile and opinions regarding parking. This data and other information gathered by City staff on the focus group was compiled and presented to approximately 30 people at a public forum in the fall along with proposed solutions to the current parking situation. More input was gathered from this group and subsequent presentations have been made to the Redevelopment Commission, Parking and Transportation Commission, Uptown Greenville's board and ultimately City Council. Feedback from stakeholders will be considered by the group of City and Uptown Greenville staff and a plan for how to address business parking needs and anticipated future needs is being finalized.

Input on Design Strategies

The Uptown Greenville Design Committee is responsible for gathering input from professional design experts regarding design strategies. This group was reformed and has new leadership, however, our past Design chair continues to serve on the committee. The Design Committee has a core group of design professionals that review issues affecting the Uptown District, but also have a broader perspective on how improvements in the district can positively impact our community.

Evans Street Gateway Project

Uptown Greenville is represented on the selection team for a design firm/team for the Evans Street Gateway Project and members of the Design committee and Uptown board participated in public input sessions held this summer.

Five Points Plaza Project

Uptown Greenville's board in 2008 identified the Five Points Plaza project as a priority for the organization. The Five Points Plaza site had initially been identified in the 2006 Center City – West Greenville Revitalization Plan, as a possible location for a small plaza area, or a parking deck. The board felt that creating an attractive gathering spot in this central site was key to the revitalization efforts. While the Town Common is close by, at this time it is underutilized and there is a need for open space in the heart of the district. Uptown Greenville worked with ECU's Center for Survey Research to gather community input about possible improvements to the Evans Street Lot. The Uptown Greenville board took the multi-use parking and event project to the Redevelopment Commission who approved placing it on their

work plan for the year, and City Council supported work that would focus on the older portion of the Evans Street Lot. In spring 2010, members of Uptown Greenville participated with City representatives in committee meetings with the Landscape Architectural firm selected to do the work. Construction concluded in May 2011. Uptown Greenville supported the project with participation on the planning committee and input by our Design Chair and staff. Uptown Greenville also lobbied for saving two larger canopy trees that had been slated for removal, and contributed the private funds to rework the design and preserve the trees on the site. In addition, Uptown Greenville secured grant and private funding for the addition of six bicycle racks at Five Points Plaza.

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The Five Points Plaza provides a wider sidewalk area, benches – something our District currently lacks, and a gathering place year round for visitors, residents and workers. In addition, the space has more power and water access and can more easily be converted for outdoor events and festivals throughout the year during off-peak parking times. Uptown Greenville is supportive of the work that was completed and appreciates the City’s support for creating a gathering space within the Uptown District.

SECTION 4. Municipal Service District.

Uptown Greenville has been tasked with exploring the creation of a Municipal Service District (MSD), also known as a Business Improvement District (BID) in the Uptown District. Initial discussions with key property owners regarding the creation of an MSD indicated that there was not a strong support for an additional tax during a difficult economic climate. With this in mind, Uptown Greenville has been working to show property and business owners more tangible benefits of reinvestment in the district and support from the City for the Contract for Services was an important step. Additionally, our organization has expanded communication with members of the district to keep them better informed and aware of programs and services that could benefit their business. Physical improvements like the opening of the Five Points Plaza which included additional seating and bike racks; the painting of lamp posts conducted by the City’s Public Works Department, and the addition of pedestrian scale lamp post banners and work on planter beds are all strategies that we are using to generate support for the creation of an MSD.

Uptown Greenville purchased a Main Street Database to better manage details related to the Uptown District. Over the summer, Uptown Greenville finalized work on compiling parcel data for the Uptown District gathered from City and County tax records, and from survey data collected by Uptown Greenville. The parcel database is still being updated and there are areas that need additional data, but the upload of parcel data into the Main Street database template in August was a milestone. It is believed that having this data in one location will aid and improve our understanding of the make-up of the District, from square footage occupied or vacant, to numbers of residents, numbers of employees, and improvements to the properties and increases to the tax base. The database will assist us as we look at

possible MSD tax rates and funds generated should an Uptown MSD be brought to City Council for a vote.

In 2010, Uptown Greenville organized a visit to the Hillsborough Street BID and invited the Uptown Greenville Board, the Mayor, City Council, City Manager and Community Development and Historic Preservation City Staff and representatives from the Convention & Visitors Bureau and the Chamber to take a closer look at the Hillsborough Street Community Service Corporation (HSCSC) which is a Business Improvement District (BID) also known as a Municipal Service District or MSD in state statute. Per our contract, Uptown Greenville is exploring the possibility of creating an MSD in the Uptown District. This trip was an opportunity to talk with individuals who have seen both sides of the process and to experience MSD projects in action. Another component of the retreat included a visit to a historic property in downtown Raleigh and a discussion of adaptive re-use.

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As mentioned earlier, Uptown Greenville is currently organizing a day-trip to Durham, NC this April. Uptown Greenville and representatives at Downtown Durham are coordinating this trip. Uptown has invited Mayor Thomas, City elected officials and staff, current Uptown board members, representatives from the County, ECU, PCC, Vidant Health, Chamber, and the Convention & Visitors Bureau. Speakers and City and university officials will participate from Durham to allow us to take a closer look at a few key issues. One topic is Municipal Service Districts/BID creation, which Durham is in the final stage of implementing. This trip has been scheduled for April 4.

Behind-the-scenes, extensive conversations and meetings with directors in similar-sized communities throughout North Carolina who are also working on creating MSD's have taken place over the past year. The goal is to create the most effective strategy for implementing a successful MSD.

Uptown Greenville has identified major property owners in the District and initial conversations have begun to take place. A Priority survey for the district completed by business and property owners has just been conducted. The goal is to gain a better understanding of the priorities of the District (property and business owners) as a whole. This survey was drafted by Uptown Greenville and has been reviewed and set-up electronically by ECU's Center for Survey Research. Once this survey data is evaluated and conversations with key stakeholders have taken place, one or more proposed budgets for a proposed MSD will be created for consideration.

Another component of the plan is to bring in speakers who have worked with the creation and implementation of MSD's in our state and business and property owners who can talk about the importance of establishing an MSD and the benefits. This will be scheduled in 2012.

This report has been prepared and submitted by Denise Walsh, Executive Director of Uptown Greenville on February 16, 2012. Please feel free to

contact Denise at denise@uptowngreenville.com or by calling 252.561.8400 with questions.



February 16, 2012

Wayne Bowers, City Manager
City of Greenville
200 West 5th Street
Greenville, NC 27834

Dear Wayne:

I'd like to thank you Wayne, Mayor Thomas, past-Mayor Dunn and members of City Council and City Staff including Thom Moton and Carl Rees, for working with Uptown Greenville during the past year. The funds received for our contract for services have enabled Uptown Greenville to continue and expand programs and services. I'm writing to request Council to consider a new contract for the same amount of \$25,000.

In 2011, Uptown Greenville's expenses were just over \$209,000. The contract for services with the City assists in our mission to continue economic development efforts to revitalize our center city and helped to increase the frequency of community programs that are free and open to all members of and visitors to our City.

Some highlights from the past year include:

- Five Points Plaza – Uptown Greenville, Redevelopment Commission and City Staff worked to open the Five Points Plaza in June 2011. Uptown is also working closely with City staff to create a new application procedure for organizations wishing to use the space, which would impact the district in a positive way.
- Uptown District database – Uptown Greenville combined and cleaned data from the City and County and individual surveys to build a property database. This was a long process, but data is uploaded to a new database and new information is added weekly. This will be a powerful tool to better understand the district including job growth, tax base, available properties and to provide data for business recruitment and retention.
- Uptown Umbrella Market held weekly from June through September. The market featured 92 different produce, meat, seafood, arts and antique vendors throughout the season and averaged 45 vendors per week. Average attendance was 400. In 2011 Uptown Greenville secured grant funding to allow for the addition of free trolley transportation service extending outside the Uptown district to service adjoining neighborhoods providing alternative transportation access to citizens.
- Parking Forums – A team of stakeholders from the City and Uptown Greenville have continued work to evaluate parking in the district and to find new solutions.
- Uptown Greenville is working to continue to solicit input and build community-wide support from entities such as ECU, Vidant Health, Chamber, Pitt County Development Commission, Pitt County Committee of 100, and the City of Greenville for the vision of a vibrant center city for Greenville.
- Municipal Service District (MSD) – Uptown Greenville coordinated a priority survey of business and property owners located in the Uptown District to gain a better understanding of the needs of the district. We are also coordinating a trip for elected officials and leaders of several Greenville organizations to Durham on April 4 to better understand the MSD/Business Improvement District process and to learn more about successful economic development partnerships.

These are just a few of the highlights from the past year. We look forward to continuing our partnership and work to improve our community.

A handwritten signature in black ink that reads "Denise Walsh".

Denise Walsh
Executive Director



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Audit services contract for fiscal year ending June 30, 2012

Explanation: On May 10, 2010, McGladrey & Pullen, LLC was awarded a contract for auditing services for an engagement of five years beginning with the fiscal year ending June 30, 2010, and continuing through the fiscal year ending June 30, 2014, subject to approval of a contract on an annual basis.

The annual contract is attached and describes the auditing services for the fiscal year ending June 30, 2012. The attached contract is accompanied by the "Arrangement Letter" that further explains McGladrey's understanding of the services to be provided, and the firm's Peer Review.

Fiscal Note: In accordance with the firm's proposal, the cost of the audit for the fiscal year ending June 30, 2012 will be \$39,750. Funds for this contract are available in the City budget for 2012-2013.

Recommendation: Approve the attached audit services contract with McGladrey & Pullen, LLC for the fiscal year ending June 30, 2012.

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

Attachments / click to download

 [COG_Audit_Contract__FY_2012_919981](#)



February 22, 2012

The Honorable Mayor and City Council
City of Greenville
Greenville, North Carolina

Attention: Mayor Thomas:

This letter is to explain our understanding of the arrangements for the services we are to perform for the City of Greenville for the year ending June 30, 2012. We ask that you either confirm or amend this understanding.

Audit Services

We will perform an audit of City of Greenville's governmental activities, business-type activities, each major fund, and aggregate remaining fund information, and the budgetary comparison as of and for the year ended June 30, 2012 which collectively comprise the basic financial statements. We understand that these financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the City Council are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

We will also perform the audit of the City of Greenville as of June 30, 2012 so as to satisfy the audit requirements imposed by the Single Audit Act, the U.S. Office of Management and Budget (OMB) Circular A-133 and the State Single Audit Implementation Act.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States; and the provisions of the Single Audit Act, OMB Circular A-133 and OMB's Compliance Supplement; and the State Single Audit Implementation Act. Those standards, circulars, supplements and Act require that we plan and perform the audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements also includes obtaining an understanding of the City and its environment, including its internal control, sufficient to access the risks of material misstatement of the financial statements, and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to you and to

management any significant deficiencies or material weaknesses that we become aware of during the course of the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (b) any fraud, illegal acts, violations of provisions of contracts or grant agreements and abuse that come to our attention (unless they are clearly inconsequential), (c) should any arise, any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the entity's accounting policies and financial statements.

In addition to our reports on the City's financial statements, we will also issue the following reports or types of reports:

A report on the fairness of the presentation of the City's schedule of expenditures of federal and State awards for the year ending June 30, 2012.

Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect, as defined by OMB Circular A-133, on each major program.

A schedule of findings and questioned costs.

The funds and account groups that you have told us are maintained by the City and that are to be included as part of our audit are listed here.

- General fund
- Special Revenue Funds
- Capital Project funds
- Enterprise funds
- Internal Service Funds
- General Capital Asset Account Group
- General Long-Term Debt Account Group

The federal and state financial assistance programs that you have told us that the City participates in and that are to be included as part of the single audit are listed here:

Program	CFDA #
Community Development Entitlement	14.218
Nonstate System Street Aid Allocation-Powell Bill	N/A

Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circular identified above. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement of loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

City of Greenville's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management employees who have significant roles in internal control and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the supplementary information in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the supplementary information in any document that contains supplementary information. Management also agrees to present the supplementary information with the audited financial statements, or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the internal users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Management is also responsible for (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting packages.

The City Council is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

City of Greenville agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering. We may conclude that we are not otherwise associated with the proposed offering and that our association with the proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of the official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in the official statement:

McGladrey & Pullen, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. McGladrey & Pullen, LLP has not performed any procedures relating to this official statement.

Our association with an official statement is a matter for which separate arrangements will be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

City of Greenville's Records and Assistance

If circumstances arise relating to the conditions of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets, or noncompliance which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement

During the course of our engagement, we may accumulate records containing data which should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by organization personnel, including the preparation of schedules and analyses of accounts has been discussed and coordinated with Kimberly Branch, Financial Services Manager. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others

Fees, Costs and Access to Audit Documentation

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Our fee for the services described in this letter will not exceed \$39,750, unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided in timely and complete manner, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, City of Greenville agrees it will compensate McGladrey and Pullen, LLP for any additional costs incurred as a result of the employment of a partner or professional employee of McGladrey and Pullen, LLP.

In the event we are requested or authorized by City of Greenville or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for City of Greenville, City of Greenville will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests. .

The documentation for this engagement is the property of McGladrey and Pullen, LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request; and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of McGladrey and Pullen, LLP audit personnel and at a location designated by our Firm.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. Our participation in the preparation of the CAFR is to consist of providing basic accounting assistance, assisting in the preparation of the draft financial statements that are based on management's chart of accounts and trial balance and any adjusting, correcting and closing entries that have been approved by management, and assisting in the preparation of draft notes to the financial statements based on information determined and approved by management.

You have requested we assist you in the preparation of the draft financial statements that are based on management's chart of accounts and trial balance and any adjusting, correcting and closing entries that have been approved by management, and assisting in the preparation of draft notes to the financial statements based on information determined and approved by management.

The two overarching principles of the independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States provide that management is responsible for the substantive outcomes of the works, and therefore, has a responsibility and is able to make any informed judgment on the results of the services described above. Accordingly, the City of Greenville agrees to the following:

Bernita Demery, Director of Financial Services will be accountable and responsible for overseeing the assistance in preparation of the draft financial statements and draft notes to the financial statements.

City of Greenville will establish and monitor the performance of the assistance in preparation of the draft financial statements and draft notes to the financial statements to ensure that they meet management's objectives.

City of Greenville will make any decisions that involve management functions related to the assistance in preparation of the draft financial statements and draft notes to the financial statements and accepts full responsibility for such decisions.

City of Greenville will evaluate the adequacy of services performed and any findings that result.

This letter and contract constitutes the complete and exclusive statement of agreement between McGladrey and Pullen, LLP and City of Greenville, superseding all proposals oral or written and all other communication, with respect to the terms of the engagement between the parties.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report and applicable letter of comment is enclosed, for your information.

If this letter defines the arrangements as the City understands them, please sign and date the enclosed copy, and return it to us.

McGladrey and Pullen, LLP

W. Louis Cannon

W. Louis Cannon

Confirmed on behalf of the City of Greenville

LGC-205 (Rev. 2011)

CONTRACT TO AUDIT ACCOUNTS
of City of Greenville, North Carolina
Governmental Unit

On this 22th day of February, 2012, McGladrey & Pullen, LLP
Auditor

3621 John Platt Drive, Morehead City, NC 28557
Mailing Address

_____, hereinafter referred to as
the Auditor, and City Council of City of Greenville, North Carolina, hereinafter referred
Governing Board Governmental Unit
to as the Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning July 1, 2011, and ending June 30, 2012. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the LGC. If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners.
3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with generally accepted accounting principles (GAAP), or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.

No departures from GAAP anticipated.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract

No limitations are anticipated.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, July 2007 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the Local Government Commission prior to the execution of the audit contract. (See Item 21) If the audit firm received a peer review rating other than pass, the auditor shall not contract with any Local Government Units without first contacting the Secretary of the Local Government Commission for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards*, the Auditor shall provide an explanation as to why in an attachment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. audit report is due on: October 31, 2012. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the Local Government Commission for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as the systems relate to accountability of funds, adherence to budget requirements, and adherence to law requirements. In addition, the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU 325 of the *AICPA Professional Standards*. The Auditor shall file a copy of that report with the Secretary of the Local Government Commission.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the Local Government Commission. This includes annual or special audits, agreed upon procedures related to Internal Control, bookkeeping or other assistance necessary to prepare the Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts

Contract to Audit Accounts (cont.) City of Greenville, North Carolina

(Name of unit)

shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The invoices must be emailed to: lge.invoice@nctreasurer.com. Email Subject line should read "unit name – invoice. The PDF invoice marked approved with approval date will be returned by email to the Auditor for them to present to the Local Government Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] None - see arrangement letter

Audit \$39,750 - see arrangement letter

Preparation of the annual financial statements None - see arrangement letter

10. The auditor working with a local governmental unit that has outstanding revenue bonds will include in the notes to the audited financial statements, whether or not required by the revenue bond documents, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the Local Government Commission simultaneously with the local government's audited financial statements unless otherwise specified in the bond documents.
11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the governmental unit and all of its component units prepared in accordance with generally accepted accounting principles, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the Local Government Commission to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Unit of Government will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed Audit being submitted to the Local Government Commission. The pre-issuance report must accompany the audit report upon submission to the Local Government Commission.
13. The Auditor shall electronically submit the report of audit to the Local Government Commission when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the auditor. If it is determined by the Local Government Commission that corrections need to be made to the unit's financial statements they should be provided within three days of notification unless, another time frame is agreed to by the Local Government Commission.

The Local Government Commission's process for submitting audit reports is subject to change. Auditors should use the submission process in effect at the time of submission.

In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission.

14. The auditor can be reached for matters concerning this contract at the following email address: lou.cannon@mcgladrey.com

The finance officer or other responsible employee/official can be reached for matters concerning this contract at the following email address: bdemery@greenvillenc.gov

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the Local Government Commission, this agreement

Contract to Audit Accounts (cont.) City of Greenville, North Carolina

(Name of unit)

may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.

- 16. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The portal address to upload your amended contract and Letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.
- 17. Whenever the Auditor uses an engagement letter with the client, Item 18 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 23 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.
- 18. Special provisions should be limited. Please list any special provisions in an attachment.
The arrangement letter is an integral part of this contract.
- 19. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
- 20. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including unit and auditor signatures to the Secretary of the Local Government Commission. The portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time.
- 21. The contract is not valid until it is approved by the Local Government Commission. The staff of the Local Government Commission shall notify the unit and auditor of contract approval by email. The audit should not be started before the contract is approved.
- 22. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the Local Government Commission.
- 23. All of the above paragraphs are understood and shall apply to this agreement, except the following numbered paragraphs shall be deleted: (See Item 17.)

Audit Firm Signature:

Firm McGladrey & Pullen, LLP

By Lou Cannon

(Please type or print name)

W. Louis Cannon

(Signature of authorized audit firm representative)

Email Address: lou.cannon@mcgladrey.com

Date _____

Unit Signatures:

By Allen M. Thomas, Mayor

(Please type or print name and title)

(Signature of Mayor/Chairperson of governing board)

Date _____

Email Address amthomas@greenvillenc.gov

Date Governing Body Approved Audit Contract _____

Unit Signatures (continued):

By _____
(Chair of Audit Committee- please type or print name)

(Signature of Audit Committee Chairperson)

Date _____
(If unit has no audit committee, this section should be marked "N/A.")

Email address _____

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

Bernita Demery, Director of Financial Services

Governmental Unit Finance Officer (Please type or print name)

(Signature)

Date _____

(Preaudit Certificate must be dated.)

Email address bdemery@greenvillenc.gov



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Ball field cooperative use agreement with First Christian Church

Explanation: As a community service, the First Christian Church has developed a high-quality baseball field on their property on 14th Street for use by local residents.

Church representatives contacted the Recreation and Parks Department to determine whether access to this field would be beneficial to the City's youth baseball programs. Having an adequate number of fields for youth games and practices is an on-going need, so staff eagerly met with these representatives and with them developed an agreement regarding Recreation and Parks' use of this facility.

Initially, the field will be utilized primarily by the 400+ youngsters in the 8 and under "Greenie League," for both practices and games.

At their February 8, 2012 meeting, the Recreation and Parks Commission voted to recommend that City Council approve entering into an agreement with the First Christian Church for the use of this field.

Fiscal Note: Some maintenance responsibilities, agreed to by Recreation and Parks Department staff (weed and litter control, field marking, mowing, porta-johns), will be absorbed by the Department's operating budget. Estimated cost: \$9,000.

Recommendation: Approve the attached agreement with First Christian Church for use of the Church's ball field.

Attachments / click to download

 [GRPD__1st_Christian_Church_Field_Use_Agreement_918791](#)

**NORTH CAROLINA
PITT COUNTY**

**COOPERATIVE AGREEMENT
REGARDING ATHLETIC FIELD
USE ON CHURCH PROPERTY**

THIS AGREEMENT is made and entered into by and between the City of Greenville, hereinafter referred to as "the City", and First Christian Church, by and through its Trustees, (list names of Trustees) hereinafter referred to as the "Church". The purpose of this Agreement is for the Church to provide a youth baseball field to the City for programming purposes in exchange for field preparation and mowing.

WHEREAS, the Church owns the property behind the Church building that the Church is developing into an athletic field;

WHEREAS, the City has a significant need for an additional athletic field for youth baseball and related athletic programming; and

WHEREAS, by entering into an agreement to these ends the City and the Church will be able to provide greater services to the youth of the City of Greenville,

NOW, THEREFORE, the City and the Church agree as follows:

1. PREMISES

1.1 Premises. The City hereby enters into this Agreement with the Church for the purpose of creating a joint use agreement to use and maintain the ballfield being developed on the Church property directly behind the Church building said Church property being located at 2810 E. 14th Street, Greenville, North Carolina, and being described in the deed recorded in Book 1734, at Page 305, Pitt County Registry.

1.2 Ownership. Upon completion of the field development project, the field will remain the property of the Church.

2. TERM

2.1 Term. The term of the Agreement shall be for a period commencing on May 1, 2012 and extending until Oct. 1, 2014. Provided that all conditions and terms of this Agreement have been successfully and satisfactorily performed and both parties are in agreement, the City and the Church may agree to renew this Agreement for a term to be agreed upon.

3. THE CHURCH'S and CITY'S BASIC SERVICE OBLIGATIONS

3.1 Duties of Church:

3.1.1 Church Representative. The Church agrees to designate a Church Representative that will act as the primary point of contact between the Church

and the City. The purpose of this representative is to ensure that communications are accurate and consistent between these two organizations.

3.1.2 Utilities. The Church shall pay for any and all necessary utilities used on the athletic field.

3.1.3 Field Development. The Church is responsible for funding and performing all required work related to the development of the athletic field. This includes, but is not limited to, the initial turf installation and turf establishment, topdressing, mowing during turf establishment, weed control, fertilization, irrigation, fencing, and other desired field components (such as scoreboard, bleachers, etc). The City has no responsibility for funding or performing any of these work functions or elements. The Church has the final decision on determining the work which will be performed related to the development of the athletic field.

3.1.4 Field Improvements. If additional needed work is identified by either party, the representatives will meet to negotiate the specific responsibilities of each party in addressing the identified need. However, the Church has the final decision on determining the work which will be performed related to additional needed work for the development of the athletic field.

3.1.5 Non-Discrimination. The Church has adopted and will maintain and enforce a policy of non-discrimination for the use of its facilities on the basis of race, color, religion, sex, age, national origin, or disability.

3.1.6 “As-Builts”. The Church agrees to provide the City with two (2) sets of accurate “as built” plan sets that show the completed field as constructed. These plans will include the location of all infrastructure and utility cutoffs that support the field.

3.1.7 Damages to Church Property. If significant damage occurs to field infrastructure or other Church property, the necessary repairs shall be made as soon as possible by the Church, but no later than 30 days after the damage occurs. If the Church determines that damage has occurred that is directly related to City work associated with routine field maintenance activities or City-sponsored activities, it must notify the City Representative within 24 hours of occurrence during normal business hours (Monday to Friday, 8:00 AM to 5:00 PM), or at the first opportunity on the next business day.

3.2 Duties of City

3.2.1 City Representative. The City agrees to designate a City Representative that will act as the primary point of contact between the Church and the City. The purpose of this representative is to ensure that communications are accurate and consistent between these two organizations.

3.2.2 Damages to Church Property. The City agrees to ensure that every effort will be made to not damage Church property when performing work associated with routine field maintenance or when conducting City-sponsored activities. If the Church notifies the City Representative after determining that damage has occurred to field infrastructure or other Church Property that is directly related to

City work associated with routine field maintenance activities or City-sponsored activities, the City Representative will investigate the incident at his first opportunity, but at least within 24 hours. If the City Representative agrees that the damage has occurred as a result of City work associated with routine field maintenance activities or City-sponsored activities, the City Representative and Church Representative shall meet and make a reasonable effort to agree upon an appropriate method to address the damage. The City shall be responsible for the expense to address the damage associated with routine field maintenance activities or City-sponsored activities.

3.2.3 Professional Consultation. The City agrees to assist the Church in providing professional consultation on specific turf cultural practices or field improvement programs as requested by the Church. The Church, and not the City, shall actually perform the recommended activities, and the City shall not be liable for problems that may arise as a result of these recommendations and/or activities.

3.2.4 Joint Field Inspection/City Acceptance. The City agrees to participate in a joint inspection with the Church to determine if the field is in a safe and acceptable condition for scheduled play. By “safe and acceptable condition”, the City means that the field of play, both infield and outfield, is free from ruts or significant undulations and the turf is in a condition that is safe for play (without clumps of non-turf type grasses). After the City agrees that the general field conditions are acceptable for play it will begin its routine field maintenance program.

3.2.5 Routine Field Maintenance. Once the field conditions are determined to be acceptable by the City, the City shall be responsible for performing the normal routine field maintenance practices of the City on athletic fields. The normal routine field maintenance practices will consist of installation of base pads, dragging the infield, marking the field for play, and the regular mowing of the grass. Additionally, the City will fertilize the field per its normal program (once or twice per year, depending on need), and apply pre-emergent herbicide at the appropriate time. The City may apply post-emergent herbicide if it is needed and within budget capacity, however, the City could need to seek financial assistance from the Church to accomplish this element.

3.2.6 Infield Rebuilding. While this is not considered normal routine field maintenance, the City will rebuild the infield of the field during the normal time this occurs on other City fields. This is typically during the winter. This work will occur on an “as needed” basis, in consultation with the Church Representative.

4. OPERATING RESPONSIBILITIES

4.1 Church Representatives Not Employees of the City. The Church, or employees or agents of the Church, acting under this Agreement are not employees of the City, nor shall they make any claim of right, privilege or benefit which would accrue to an employee of the City under the laws of the state of North Carolina.

4.2 Safety. The Church shall immediately correct any unsafe practices or safety concerns noted at the field. The City Representative shall immediately do a written

report documenting these concerns and the corrective action taken. This report shall be made available to the Director of Recreation and Parks, and/or other appropriate City officials. If the safety concerns are a result of work associated with routine field maintenance or City sponsored activities, the City will address the safety concerns in accordance with the provisions of section 3.2.2.

4.3 Periodic Meetings. The Church Representative and the City Representative shall meet periodically to review each party's performance under this Agreement and to conduct a site inspection to review and discuss any issues that may be present, and to develop plans for facility maintenance and/or improvements. These Representatives shall also meet to coordinate City league and Church use schedules to ensure equitable field use for both parties, and to avoid potential conflicts. They will also mutually agree on maintenance schedules performed by either party. Every effort will be made by both parties to ensure event schedules and maintenance functions do not conflict with the other party's use needs. A written report that is jointly developed and signed/dated by both parties will be generated at the conclusion of these meetings. This report shall detail those discussions and the agreements made during those discussions.

4.4 Equitable Field Use. As compensation for the City's consultation on field maintenance practices, and for the routine maintenance functions the City performs, the City will be granted the right to schedule baseball games or other compatible activities on the Church's athletic field. The Church Representative and City Representative shall meet periodically to develop those schedules to each party's mutual satisfaction. However, if there is a conflict which cannot be resolved, the Church has the right of first refusal when the schedule is developed.

4.5 Access to Utilities/Required Mechanical Equipment. The City shall have access to any mechanical equipment located on the Church property required for the maintenance and operation of the athletic field. This shall include, but not be limited to, irrigation controllers, water cutoffs, electrical cutoffs, lighting controllers, or other necessary mechanical equipment.

4.6 Dispute Resolution. Any dispute arising out of the conduct of this Agreement shall first be attempted to be settled through negotiations by appointed representatives of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall mutually agree on a third person to chair the panel. The dispute panel shall thereafter decide the dispute with the majority prevailing. No organization shall have recourse to the courts unless an attempt has been made to settle the dispute under the mechanism set forth herein.

4.7 Modification. This Agreement may be modified or amended at any time upon the mutual written consent of the parties. A copy of any such written consent shall be appended to this Agreement and by this reference incorporated herein.

4.8 Complete Expression. This Agreement, and any written attachments or amendments thereto, constitutes the complete contractual expression of the parties and any oral

representations or understandings not incorporated herein are excluded and non-binding.

5. HOLD HARMLESS AND INDEMNIFICATION

5.1 Church Indemnification. The Church agrees to indemnify, defend and hold harmless the City, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the Church's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of the Church by any person pursuant to this Agreement. The Church's duty to indemnify the City shall survive the expiration or other termination of this Agreement.

5.2 City Indemnification. The City agrees to indemnify, defend and hold harmless the Church, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of the City by any person pursuant to this Agreement. The City's duty to indemnify the Church shall survive the expiration or other termination of this Agreement.

6. INSURANCE

6.1 Church Insurance.

6.1.1 Insurance. The Church shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) authorized to do business in the State of North Carolina and a certificate of insurance providing evidence of such programs shall be delivered to the City on or before the effective date of this Agreement.

Workers' Compensation:

The Church shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance for all employees employed by the Church as required by the North Carolina General Statutes.

Public Liability and Property Damage:

The Church shall take out and maintain during the life of this Agreement, such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Agreement, whether such operation by the Church or by any subcontractor, or by anyone

directly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person, and \$1,000,000 for property damage.

6.1.2 Breach of Contract. Failure on the part of the Church to procure or maintain required insurance shall constitute a breach of contract upon which the City may immediately terminate this Agreement. Conduct of operations shall not commence until the Church has complied with the aforementioned insurance requirements

6.1.3 No Cancellation. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Church to furnish insurance during the term of this Agreement. No less than ten (10) days prior to the expiration of any such policy, a signed and complete certificate of insurance providing evidence that coverage has been renewed or extended shall be filed with the City.

6.2 City Insurance.

6.2.1 Insurance. The City shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) authorized to do business in the State of North Carolina and a certificate of insurance providing evidence of such programs shall be delivered to the Church on or before the effective date of this Agreement.

Workers' Compensation. The City has a Workers' Compensation Insurance policy. The City will maintain during the life of this Agreement Workers' Compensation Insurance for all employees employed by the City as required by the North Carolina General Statues.

Public Liability and Property Damage. The City has a self insured retained limit of \$250,000 for liability coverage and secures excess liability coverage above the self insured retained limit pursuant to an umbrella insurance policy. The City will maintain during the life of this Agreement excess liability coverage above the self insured retained limit in an amount of not less than \$1,000,000 in order to protect from claims for damage for personal injury, excluding accidental death, as well as from claims for property damages which may arise from operations under this Agreement, whether such operation by the City or by any subcontractor, or by anyone employed by either of them.

6.2.2 Breach of Contract. Failure on the part of the City to procure or maintain required insurance shall constitute a breach of contract upon which the Church may immediately terminate this Agreement. Conduct of operations shall not commence until the City has complied with the aforementioned insurance requirements.

CITY OF GREENVILLE

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

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 Demery, Director of Financial Services
City of Greenville



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Establish fair market value for City-owned property at 804 Fleming Street

Explanation: The Community Development Department received a request from Mr. Adrian Barnhill to acquire property owned by the City of Greenville. Mr. Barnhill was the successful bidder and was authorized by City Council to purchase 806 Fleming Street. City Council authorized the sale of 806 Fleming Street at its January 12, 2012 meeting.

Mr. Barnhill later informed staff of his interest in also purchasing 804 Fleming Street, being Pitt County Tax Parcel Number 22140. City staff received an estimate of value from Mr. B.J. Pittman of the Pitt County Tax Assessor's Office on September 13, 2011, when the value of 806 Fleming Street (Pitt County Tax Parcel Number 22141) was being established. The parcel was determined by Mr. Pittman to have a value of \$2,545.

Because of the limited size and value, City staff believes that the cost of an appraisal report would be a substantial amount of the value of the property as established by the Pitt County Tax Assessor's Office.

If City Council agrees to establish the value for the parcel at \$2,545, staff will proceed with advertising the site to interested parties for submission of sealed bids. After the bids are considered, staff will submit to City Council the results of the bid process at a future meeting to authorize sale of the parcel.

Fiscal Note: Advertising costs of approximately \$200.

Recommendation: Establish the fair market value for 804 Fleming Street, also being Pitt County Tax Parcel Number 22140, at \$2,545.

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

Attachments / click to download

 [Email Message Value of 22140](#)

 [Map of Parcel 22140](#)

Merrill Flood

From: Pittman, BJ [wpittman@pittcountync.gov]
Sent: Tuesday, September 13, 2011 3:30 PM
To: Merrill Flood
Subject: RE: Land Value of City of Greenville property, pitt county tax parcel #22141

Mr. Flood, The Tax Value of parcel 22140 for the 2012 Revaluation will be \$2,545. After reviewing all the lot sales in the area from 2008 to current this looks to be Market Value at this time. Parcel 22141 will have the same value as Parcel 22141. I hope this will be of assistance to you. If you need further information please let me know.

From: Merrill Flood [mailto:mflood@GREENVILLENC.GOV]
Sent: Tuesday, September 13, 2011 2:34 PM
To: Pittman, BJ
Cc: Sandra W. Anderson
Subject: Land Value of City of Greenville property, pitt county tax parcel #22141

Mr. Pittman

In follow-up of our phone conversation this afternoon, I am requesting your assistance to determine the value of the above parcel owned by the City of Greenville. Current tax data reveals that the parcel has a value of \$2,545 as of 2011. Is this value market of the parcel in question based upon determinations by the Pitt County tax office?

Thank you for your assistance in this matter.

Parcel:	22141
Physical Address:	806 FLEMING ST
Owner Name:	GREENVILLE CITY OF
OwnerAddress1:	PO BOX 7207
OwnerAddress2:	
OwnerAddress3:	
City / State / Zip:	GREENVILLE NC 27835
NC PIN:	4688004764
Subdivision / Section / Phase:	
Prior Legal Description:	806 FLEMING*MUNFORD-HIGGS
Block / Lot:	
Tract:	
Building Number / Unit:	
Acres:	0.10
Current Owner Deed/Document:	SEE HIST
Map Book:	1-106
Deed / Document Date:	01/1901
Deed / Document Sales Price:	\$0
Building Type / Use:	
Number of Buildings:	0
Year Built:	
Heated Square Feet:	
Building Value:	
Extra Features Value:	
Land Value:	\$2,545
Total Current Market Value:	\$2,545
Total 2007 Market Value:	\$10,830
Revaluation Year:	2008

Municipality:	GREENVILLE
Township:	GREENVILLE
Fire Tax District:	GREENVILLE
Census Tract:	7.01
Neighborhood:	004232
Elementary School:	SOUTH GREENVILLE ES
Middle School:	C M EPPES MS
High School:	J H ROSE HS

**Searching the Database,
Please Wait**

Merrill Flood
Community Development Director
P.O. Box 7207
Greenville, NC 27835
(252) 329-4500

email address: mflood@greenvillenc.gov

Department Web Site: http://www.greenvillenc.gov/departments/community_development/default.aspx?id=1087

Comprehensive Plan:

http://www.greenvillenc.gov/uploadedFiles/Departments/Community_Development/Information/Planning_Division/Horzons%202009%20-%202010%20Update,%20Dec.%207,%202010.pdf

Redevelopment Plan:

http://www.greenvillenc.gov/departments/community_development/information/default.aspx?id=1344

Consolidated Plan:

http://www.greenvillenc.gov/uploadedFiles/Departments/Community_Development/Information/Housing_Division/Consolidated%20Plan%202008%20-%202013.pdf

This e-mail is for the intended recipient only.




If you have received it by mistake please let us know by reply and then delete it from your system; access, disclosure, copying, distribution or reliance on any of it by anyone else is prohibited.

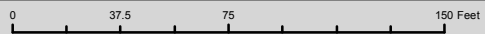
If you as intended recipient have received this e-mail incorrectly, please notify the sender (via e-mail) immediately.



ID	63616
PIN and Link to County Deed Document	22140
Account No.	
Owner	GREENVILLE CITY OF
Owner Address 1	PO BOX 7207
Owner Address 2	
Owner Address 3	
City, State and Zip	GREENVILLE NC 27835
Municipality (Inside City of:)	GREENVILLE
Legal Description	VAC. PT OF 806 FLEMING
Physical House No.	804
Physical Street Prefix	
Physical Street Name	FLEMING
Physical Street Type	ST
Deed Book	
Deed Page	
Use Code	RESIDENTIAL (Single Family Residential)
Township	GREENVILLE
Census Tract	7.01
Fire Tax District	GREENVILLE
Rescue Tax District	
Year Built	
Heated Square Footage	
Total Square Footage	
Sales Price	
Sales Month and Year	
Current Tax Value	\$2,545
Current Building Value	
Current Land Value	\$2,545
Current Other Features Value	
Prior Tax Value	\$1,440
Prior Building Value	
Prior Land Value	\$1,440
Prior Other Features Value	\$0
Elementary School	SOUTH GREENVILLE ES
Middle School	C M EPPES MS
High School	J H ROSE HS
Historic District Information	
Local Historic District	
Name	Item # 7
Style	

Legend

	Land Parcels
	Street Names
	Physical Address





City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Ordinance amending Greenville Utilities Commission's Electric Capital Project Budget for the Substation Modernization Project

Explanation: In April 2010, the Greenville Utilities Commission (GUC) Board approved \$3,000,000 for the electric substation modernization project. The substation modernization project includes the engineering, design, and installation of new breakers, protective relays, and remote communication infrastructure at 15 substations. The original funding source was expected to be long-term financing in the form of revenue bonds. However, the financial results of the 2011 fiscal year provided sufficient revenue and the ability to transfer \$1,500,000 to the fund balance of the Capital Projects Electric Fund. The available fund balance in the Capital Projects Electric Fund enables GUC to fund one-half or \$1,500,000 of this significant project with fund balance.

The proposed budget amendment reflects decreasing the long-term financing funding source by \$1,500,000 and increasing capital projects - fund balance as a funding source by \$1,500,000. The total budget for the project remains unchanged at \$3,000,000.


At the February 16, 2012 regular meeting, the GUC Board approved the electric capital project budget amendment and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached Ordinance amending Greenville Utilities Commission's Electric Capital Project Budget for the Substation Modernization Project.

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

Attachments / click to download

 [Ordinance - Substation Modernization](#)

ORDINANCE NO. 12-_____
AMENDING ORDINANCE NO. 10-40
FOR ELECTRIC CAPITAL PROJECT BUDGET
SUBSTATION MODERNIZATION PROJECT

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

Section 1. Revenues. Revenues of Electric Capital Project Budget, Substation Modernization Project, is hereby established to read as follows:

Revenue:

Long Term Financing	\$1,500,000	
Capital Projects - Fund Balance	<u>\$1,500,000</u>	
Total Revenue	\$3,000,000	<u><u>\$3,000,000</u></u>

Section 2. Expenditures. Expenditures of the Electric Capital Project Budget, Substation Modernization Project, is hereby established to read as follows:

Expenditures:

Project Cost	<u>\$3,000,000</u>	
Total Expenditures		<u><u>\$3,000,000</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: 3/5/2012
Time: 6:00 PM

Title of Item: Report on bids awarded

Explanation: The Director of Financial Services reports that the following bids were awarded during the month of January 2012.

Date Awarded	Description	Vendor	Amount	M/WBE Yes/No
1/9/12	One 2012 ALF Condor Front Load Refuse Truck	Charlotte Truck Center	\$208,262	No
1/10/12	One 2013 Freightliner Leaf Collector Truck	Amick Equipment Company, Inc.	\$162,931	No
1/10/12	Two 2013 International/EZ Pak 25 CY Rear Load Refuse Trucks	White's International Trucks	\$278,568	No
1/10/12	One 2013 Freightliner Knuckle Boom Truck	Carolina Industrial Equipment, Inc.	\$136,891.40	No

Fiscal Note:





1. Front Loading Refuse Truck--\$226,400 appropriated in the 2011-2012 Vehicle Replacement Fund.
- *2. Leaf Collector Truck--\$127,500 appropriated in the 2011-2012 Vehicle Replacement Fund.
3. Two 25CY Rear Load Refuse Trucks--\$278,800 appropriated in the 2011-2012 Vehicle Replacement Fund.
- *4. Knuckle Boom Truck--\$134,500 appropriated in the 2011-2012 Vehicle Replacement Fund.

*Note--The increase in price (over original budget amount) for these trucks was due to the new emissions standard for diesel engine vehicles. Funds were transferred from Vehicle Replacement Fund reserves to cover the increased costs.

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

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

Attachments / click to download

-  [Leaf Collector Refuse Truck-Memo approval by City Manager](#)
 -  [Two Rear Load Refuse Trucks-Memo approval by City Manager](#)
 -  [Knuckle Boom Truck-Memo approval by City Manager](#)
 -  [Front Loader Memo](#)
-

MEMORANDUM

DEC 19 2011

TO: Wayne Bowers, City Manager
FROM: Wesley B. Anderson, Director of Public Works
DATE: Thursday, December 15, 2011
SUBJECT: Purchase Recommendation for One (1) 40CY Front-End Loading Refuse Truck.....



The City received twelve (12) bids for the purchase of one (1) 40CY Front-End Loading Refuse Truck. Mr. Angel Maldonado, Fleet Superintendent, reviewed the bids with Ms. Angelene Brinkley, Purchasing Manager, and Mr. Delbert Bryant, Sanitation Superintendent. Staff recommends the City accept the lowest bid that met all specifications without exception and conforms to bid requirements which is the bid from Charlotte Truck Center for one (1) 2012 American LaFrance Condor Model 830s with a E-Z Pack Hercules 40CY body at the cost of \$208,262.00. The cost includes 60-month/300K miles engine/emission warranty on the Cummins ISL 380, Allison transmission warranty and training software. The extended engine/emission warranty covers all major components including the injector, turbo, water pump, and diesel exhaust fluid parts for five (5) years verses three (3) years for the standard warranty. (See attach Bid Tabulation Table)

Approval: Wayne Bowers
City Manager

cc: Ken Jackson, Operations Manager
Angelene Brinkley, Purchasing Manager
Angel Maldonado, Fleet Superintendent

BID TABULATION SHEET
City of Greenville, North Carolina
Financial Services Department

Description: Fermal Bid# 11-12-20 One (1) 40 CY Front Loading Refuse Truck
Bid Due Date: December 1, 2011 @ 10:00 am

Contractor	Address	Truck Bid	Base Bid	Alternate Bids	Delivery	Comments
Advantage Truck Center	3890 Jeff Adams Drive Charlotte, NC 28206	2011/2012 Aduocar w/ New Way Body (Green Engine)	\$234,848		180 Days	Not sure on optional warranty
		2011/2012 Aduo Car w/EZ Pack Body	\$237,454	\$224,164	180 Days-subject to pre-sale exceptions	Not sure on optional warranty
		2011 Aduocar w/New Way Body (using banked credits)	\$226,770		180 Days-subject to pre-sale exceptions	Not sure on optional warranty
Transouca, Inc.	1341 S. Wesleyan Blvd. Rocky Mount, NC 27803	2013 Mack MRU613 w/E-Z Pack Hercules	\$211,680.37		180 Days	Exception Front Axle 20K instead of 22K// DEF Tank Egal we ask for 13gal //Training Prices separated// Not sure of Engine and Emission warranty Total cost withraining \$216,190.37
Triple T Parts & Equipment Co.	104 Daisy Scott Rd. Rocky Point, NC 28457	2013 Mack MFRU 613 w/ New Way Mammoth	\$202,104		180 Days-Exception taken to LD's	Exception Front Axle 20K instead of 22K// DEF Tank Egal we ask for 13gal //Training Prices separated// Not sure of Engine and Emission warranty Total cost withraining \$210,478
		2013 Mack w/ E-Z Pack	\$204,710		180 Days-Exception taken to LD's	Exception Front Axle 20K instead of 22K// DEF Tank Egal we ask for 13gal //Training Prices separated// Not sure of Engine and Emission warranty Total cost withraining \$210,478
Artick Equipment	814 E. Knox Road McLeansville, NC 27301	2011 Peterbilt w/2011 New Way Mammoth	\$205,567		30-60 Days-subject to prior sale. Exception taken to LD's	Need Information on Training and Warranty
		2013 Peterbilt 320 w/2012 Wilke Sunlight	\$227,315		220 Days	Need Information on Training and Warranty
		2013 Peterbilt 320 w/ Pak More PFE 840C	\$220,859		220 Days	Need Information on Training and Warranty
Charlotte Truck Center	4633 Equipment Drive Charlotte, NC 28269	2012 ALF Conidor w/ E-Z Pack Hercules	\$208,262		180 Days	Cummins PPI warranty (includes turbo, injectors, water pump, and SCR components) for 5 years or 100,000 miles. It also included the Allison warranty for 5 years unlimited miles
Piedmont Peterbilt	7061 Albert Pk Rd. Greensboro, NC 27419- 8803	2013 Peterbilt w/ E-Z Pack Hercules	\$216,300		180 Days	Okay with-Exception Front Axle we ask for 23K they offer 20K// Cummins PPI warranty includes turbo, injectors, water pump, and SCR components) for 5 years or 100,000 miles. It also included the Allison warranty for 5 years unlimited miles

Angela E. Brinkley
Angela E. Brinkley, CIGPO, MPA Purchasing Manager
Date: 12/1/11

MEMORANDUM

TO: Wayne Bowers, City Manager

FROM: Wesley B. Anderson, Director of Public Works

DATE: Thursday, December 29, 2011

SUBJECT: Purchase Recommendation for One (1) 25 CY Self Contained Leaf Collector



The City received three (3) bids for the purchase of one (1) 25CY Self Contained Leaf Collector. Mr. Angel Maldonado, Fleet Superintendent, reviewed the bids with Ms. Angelene Brinkley, Purchasing Manager, and Mr. Delbert Bryant, Sanitation Superintendent. Staff recommends the City accept the lowest bid that met all specifications without exception and conforms to bid requirements. This is the bid from Amick Equipment for one (1) 2013 Freightliner M2 with a 25 CY Pakmor Body and ODB Leaf Collector at the cost of \$159,656.00.

Staff additionally recommends the City purchase the optional 60-month/100K miles engine warranty to include emission components, and 60-month unlimited miles Allison transmission warranty at cost of \$3,275.00. The extended engine/emission warranty covers all major components including the injector, turbo, and water pump for (5) years verses three (3) years for the standard warranty.

The option of the extended warranty brings the cost to \$162,931.00. Please let me know if you have any question regarding this request for approval to purchase the one self contained leaf collector from Amick Equipment. (See attach Bid Tabulation Sheet)

Approval: Wayne Bowers
City Manager 1-5-12

cc: Ken Jackson, Operations Manager
Angelene Brinkley, Purchasing Manager
Angel Maldonado, Fleet Superintendent

BID TABULATION SHEET
City of Greenville, North Carolina
Financial Services Department

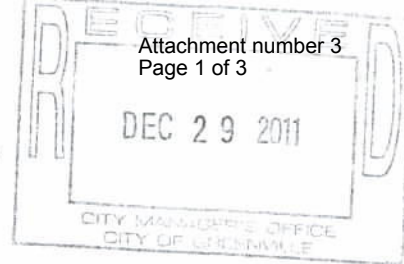
Description: Formal Bid# 11-12-21 One (1) 25 CY Self Contained Leaf Collector
Bid Due Date: December 13, 2011 @ 10:00 am

Contractor	Address	Bid Bond	Delivery	Base Bids	Comments
Amick Equipment	814-E Knox Road McLeansville, NC 27301	#1	250 days	\$172,624.00	2013 Peterbilt 348 w/ Pakmor Body and ODB Leaf Collector - \$176,14900 w/ warranty
Amick Equipment	814-E Knox Road McLeansville, NC 27301	#2	250 days	\$159,656.00	2013 Freightliner M2 w/ Pakmor Body and ODB Leaf Collector - \$162,931.00 w/ warranty
White's International Trucks	P. O. Box 18605 Greensboro, NC 27419		250 days	\$163,809.00	2013 International 4400 w/ Amick SuperLeaf - \$165,984.00 w/ warranty

Angeline E. Brinkley
Angeline E. Brinkley, CLGPO, MPA Purchasing Manager
Date: 1/3/12

Doc# 914071

MEMORANDUM



TO: Wayne Bowers, City Manager
FROM: Wesley B. Anderson, Director of Public Works
DATE: Wednesday, December 28, 2011
SUBJECT: Purchase Recommendation for Two (2) 25CY Rear-End Loading Refuse Trucks

A handwritten signature in black ink, appearing to be "Wesley B. Anderson", written over a horizontal line.

The City received sixteen (16) bids for the purchase of two (2) 25CY Rear-End Loading Refuse Trucks. Mr. Angel Maldonado, Fleet Superintendent, reviewed the bids with Ms. Angelene Brinkley, Purchasing Manager, and Mr. Delbert Bryant, Sanitation Superintendent. Staff recommends the City accept the lowest bid that met all specifications without exception and conforms to bid requirements which is the bid from White's International for two (2) 2013 International Model 7400 with a E-Z Pack G300C- 25CY body at the cost of \$283,588.00. (Base bid cost includes tools)

Base bids from Lilley International and Triple T Parts & Equipment were lower but did not meet all bid specifications. The bid from Lilley International did not provide information on the extended warranty as requested in the bid package. Both bids provided by Triple T Parts & Equipment took exception to the liquidation damages and one of the bids did not provide a delivery date. Bids for these two firms were determined to be non-responsive by Purchasing. That left White International as the lowest responsive bidder.

Staff additionally recommends the City purchase the optional 60-month/200K miles/7,200 hour's engine warranty for the Maxx-Force 9, at cost of \$1,900.00. The extended engine/emission warranty covers all major components including the injector, turbo, and water pump for (5) years verses three (3) years for the standard warranty.

Staff recommends the City exercise the option to deduct the cost of two (2) sets of engines, transmissions and ABS diagnostic software and cable from the bid for a credit of -\$6,920.00. These units are similar to others we have purchased, and we already have the cables and software necessary to maintain these trucks.

This option of the extended warranty and the credit received from the software removal brings the cost to \$278,568.00. Please let me know if you have any question regarding this request for approval to purchase the two rear loader refuse trucks from White International. (See attach Bid Tabulation Sheet)

Approval: 
City Manager 1-5-12

cc: Ken Jackson, Operations Manager
Angelene Brinkley, Purchasing Manager
Angel Maldonado, Fleet Superintendent

BID TABULATION SHEET
City of Greenville, North Carolina
Financial Services Department

Description: Formal Bid# 11-12-19 Two (2) 25 CY Rear Loading Refuse Trucks

Bid Due Date: December 1, 2011 @ 10:00 am

Item # 9

Contractor	Address	Truck Bid	Base Bid	Alternate Bids	Delivery	Comments
Lilley International	P.O. Box 670 Williamston, NC 27892	International 7400 w/ loadmaster Exal.	\$278,600.00		180 days	Non-responsive to extend warranty price options.
Piedmont Peterbilt	7061 Albert Pick Road Greensboro, NC 27419	Peterbilt w/ EZ Pack	\$ 298,730.00		Non responsive - Exception (Did not mark or Give delivery date)	
Piedmont Peterbilt	7061 Albert Pick Road Greensboro, NC 27419	Peterbilt w/ New Way Cobra		\$ 305,650.00	Non responsive Exception (Did not mark or Give delivery date)	
Triple T Parts & Equipment	104 Daisy Scott Road Rocky Mount, NC 28457	International 7400 w/ EZ Pack	\$ 277,544.00		180 days/Non responsive took Exception to liquidation damage	
Triple T Parts & Equipment	104 Daisy Scott Road Rocky Mount, NC 28457	International 7400 w/ Loadmaster		\$ 279,260.00	180 days/Non responsive took Exception to liquidation damage	
White's International	P.O. Box 18605 Greensboro, NC 27419	International 7400 w/ EZ Pack	\$ 283,588.00		180 days	Cost include warranty - less tools \$278,568.00
White's International	P.O. Box 18605 Greensboro, NC 27419	International 7400 w/ loadmaster		\$ 285,392.00	180 days	Cost include warranty - less tools \$283,832.00
White's International	P.O. Box 18605 Greensboro, NC 27419	International 7400 w/ Heil DP 5000		\$ 302,612.00	180 days	Cost include warranty - less tools \$301,052.00
Amick Equipment	814-E Knox Road McLeansville, NC 27301	Freightliner w/ New Way Cobra Magnum	\$ 290,138.00		Exception 90-175 days Non responsive took Exception to LD's	

Amrick Equipment	814-E Knox Road McLeansville, NC 27301	International 1400 w/ Pak Mor		\$	295,348.00	Non responsive took Exception- to LD's	
Amrick Equipment	814-E Knox Road McLeansville, NC 27301	2011 w/ Leach 2R111		\$	301,592.00	90-120 days- Non responsive took Exception to LD's	
Amrick Equipment	814-E Knox Road McLeansville, NC 27301	2013 International 7400 w/ 2011 New Way Magnum		\$	284,460.00	220 days -Non responsive took exception to LD's	
Charlotte Truck Center	4633 Equipment Drive Charlotte, NC 28269	Freightliner w/ EZ Pack Goliath		\$	292,826.00	180 days - Non responsive took exception-LD's	
Tri-Point Truck Center	3500 Yonkers Road Raleigh, NC 27604			\$	285,096.00	180 days - Non responsive took Exception-LD's	
Tri-Point Truck Center	3500 Yonkers Road Raleigh, NC 27604			\$	285,812.00	180 days - Non responsive took Exception-LD's	
Tri-Point Truck Center	3500 Yonkers Road Raleigh, NC 27604			\$	302,032.00	180 days - Non responsive took Exception-LD's	

Item # 9

Doc#943352

Angelene E. Brinkley, CLGPO, MPA Purchasing Manager

Date: _____

Angelene E. Brinkley

MEMORANDUM



TO: Wayne Bowers, City Manager
FROM: Wesley B. Anderson, Director of Public Works
DATE: Thursday, December 29, 2011
SUBJECT: Purchase Recommendation for One (1) Self Contained Truck w/ Knuckle Boom Loader

The City received nine (9) bids for the purchase of one (1) Self Contained Truck w/ Knuckle Boom Loader. Mr. Angel Maldonado, Fleet Superintendent, reviewed the bids with Ms. Angelene Brinkley, Purchasing Manager, and Mr. Delbert Bryant, Sanitation Superintendent. Staff recommends the City accept the lowest bid that met all specifications without exception and conforms to bid requirements. This is the bid from Carolina Industrial Equipment for one (1) 2013 Freightliner M2 with a 30 CY Ramer Knuckle Boom Body at the cost of \$132,195.40.

The base bid from Carolina Environmental System was lower, but did not meet all bid specifications. The bid from Carolina Environmental System took exception to the hydraulic system specification. The bid specifications require a 50 gallon baffled reservoir tank with a submerged suction line. Carolina Environmental System offers a 45 gallon tank and did not provide description of the hydraulic tank design.

Staff additionally recommends the City purchase the engines, transmission and ABS diagnostic software and cables. Additionally, staff recommends the purchase of hydraulic/engine training for this particular unit. These options cost \$4,696.00 which brings the total cost to \$136,891.40. Please let me know if you have any question regarding this request for approval to purchase one knuckle boom loader from Carolina Industrial Equipment. (See attach Bid Tabulation Sheet)

Approval: Wayne Bowers
City Manager 1-5-12

cc: Ken Jackson, Operations Manager
Angelene Brinkley, Purchasing Manager
Angel Maldonado, Fleet Superintendent

BID TABULATION SHEET
City of Greenville, North Carolina
Financial Services Department

Description: Formal Bid# 11-12-22 One (1) Self Contained Truck w/ Knuckle Boom Loader
Bid Due Date: December 13, 2011 @ 10:00 am

Contractor	Address	Bid Bond	Delivery	Base Bids	Comments
Tri Point Truck Center, Inc.	3500 Yonkers Road Raleigh, NC 27604		180 days	\$138,023.00	2013 Freightliner w/ Petersen TL-3 loader- \$140,898 w-warranty and training
Amick Equipment	814-E Knox Road McLeansville, NC 27301	#1	180 days - Exception-LD's	\$142,493.00	2013 Freightliner M2- 106 w/Petersen TL-3 loader - Non responsive to liquidate damages
Amick Equipment	814-E Knox Road McLeansville, NC 27301	#2	180 days - Exception-LD's	\$154,313.00	2013 Peterbilt w/ Petersen TL-3 loader - Non responsive to liquidate damages
Quality Truck Bodies & Repair	P. O. Box 1669 Wilson, NC 27894-1669		180 days - Exception-LD's	\$137,592.22	Freightliner w/ Fassi loader - Non responsive to liquidate damages
White's International Trucks	P. O. Box 18605 Greensboro, NC 27419	#1	180 days	\$135,271.00	2013 International 4400 w/ Pac-Mac-Non responsive to Hydraulic Spec loader \$137,446 w-warranty and training
White's International Trucks	P. O. Box 18605 Greensboro, NC 27419	#2	180 days	\$144,316.00	2013 International 4400 w/ Petersen TL-3 loader \$1446,491 w- warranty and training

Carolina Environmental Systems	2750 Highway 66 South Kernersville, NC 27284	#1	160 days	\$129,728.00	2012 Freightliner w/ Pac-Mac Non responsive to Hydraulic Spec. - \$132,603 w-warranty and training
Carolina Environmental Systems	2750 Highway 66 South Kernersville, NC 27284	#2	160 days	\$144,818.00	2013 Peterbilt 348 w/ Pac-Mac Non responsive to Hydraulic Spec. \$147,693 w-warranty
Carolina Industrial Equipment	P. O. Box 667907 Charlotte, NC 28266		180 days	\$132,195.40	Freightliner w/ Ramer Loader \$136,891.40 w-tools and training

Angelene E. Brinkley

Angelene E. Brinkley, CLGPO, MPA Purchasing Manager

Date: 11/3/12

Doc# 914083



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Presentation by Vidant Medical Center President Steve Lawler

Explanation: President Steve Lawler will present his annual update on Vidant Medical Center.

Fiscal Note: N/A

Recommendation: Hear the report from Vidant Medical Center President Steve Lawler.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

- Title of Item:** Presentations by Boards and Commissions
- a. Board of Adjustment
 - b. Human Relations Council
- Explanation:** The Board of Adjustment and the Human Relations Council will make their annual presentations to City Council at the March 5, 2012 meeting.
- Fiscal Note:** N/A
- Recommendation:** Hear the presentations by the Board of Adjustment and the Human Relations Council.
-

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City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Report from volunteer mediators Rev. Kenneth Battle and Rev. Robert Hudak on Sanitation Division Employee-Management Committee

Explanation: In November 2011, Rev. Kenneth Battle and Rev. Robert Hudak accepted the City Manager's invitation to work with the newly created Sanitation Division Employee-Management Committee to address issues of concern expressed by Sanitation employees. Rev. Battle and Rev. Hudak served as mediators for seven meetings of this Committee.

A report of Rev. Battle and Rev. Hudak's observations, progress, and final comments will be presented.

Fiscal Note: No direct cost to the City.

Recommendation: Receive a report from volunteer mediators Rev. Kenneth Battle and Rev. Robert Hudak.

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City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Request by Baxter and Margaret Myers for the sale of City-owned property

Explanation: Baxter and Margaret Myers have made a request to acquire .022 acres (958.32 square feet) of City-owned property adjacent to their property at 4113 Parmer Place (letter attached). The City-owned property is located within the Paramore Park. The need for the property is to allow an addition to the Myers' home at 4113 Parmer Place.

The Parmer Place subdivision was developed under the "Detached Multi-Family" provisions of the City zoning ordinance, which requires that a 20-foot peripheral setback be maintained for all structures. The Myers' home expansion involves encroachment into the required setback. Therefore, additional property is needed in order to undertake the desired home improvements.

The Myers have discussed their plans with Mr. Bill Clark, who dedicated the land for the adjacent park and the Parmer Place Homeowners Association. Mr. Clark and the Parmer Place Homeowners Association have indicated approval of the plans and have provided letters demonstrating their support (attached).

If City Council decides to authorize the sale, fair market value of the property being sought by Mr. and Mrs. Myers must be established by City Council by means of an appraisal. Mr. Myers has indicated he will cover the cost of the appraisal. At a subsequent City Council meeting, staff will provide the appraisal report to City Council to establish value. Then, staff will advertise the property for sale using sealed bids. Upon receipt of bids, the high bid would be reviewed by the City Council for consideration and authorization of sale.

City Council should consider receiving a recommendation on the proposed sale from the Recreation and Parks Commission.

Fiscal Note: Approximately \$200 in advertising costs. Appraisal cost to be paid by Baxter and Margaret Myers.

Recommendation: If City Council agrees to authorize the sale of the property, City Council should instruct staff to determine the value of the property with the completion of an appraisal report.

City Council should also determine if a recommendation on the proposed sale from the Recreation and Parks Commission is desired.

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 [Baxter Myers Request Letter](#)

 [Myers Map](#)

MARGARET S. and BAXTER J. MYERS, JR.
4113 Parmer Place • Greenville, North Carolina 27858
252-355-7430 (h) • 252-412-2844 (c) • baxterm@suddenlink.net

February 8, 2012

Mr. Wayne Bowers,

City Manager and

The City Council of Greenville

*Hand Delivered
2/20/2012
BTM*

Ladies and Gentlemen:

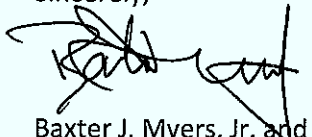
The purpose of this letter is to ask for your approval for us to acquire an additional 7.5 feet by a maximum of 89 feet of property located adjacent to the rear of our home in Parmer Place. In order to accomplish this, we request that the City sell a portion of the land to The Homeowners Association (or Baxter J. and Margaret Myers) in order to alter the 20' peripheral boundary setback at Parmer Place.

1. We understand that this will go to Council and they will vote on it and make a recommendation to have the property appraised at the expense of the Myers'.
2. The City will then offer to sell the property at the Courthouse Steps or through Public notification as either are required.
3. Mr. and Mrs. Myers or the Homeowners Association will purchase the property from the city.
5. The site plan and the final plat showing the addition of land and the change in the peripheral setback will be refilled as required by the City.

Finally, the HOA Board of Parmer Place has approved this process and agreed to act as agent for the transaction in order for the HOA to acquire the requisite footage of city parkland. Also Mr. Bill Clark, who deeded the parkland to the City, has agreed to the reduction of footage in the tract originally deeded. Copies of letters of approval will be provided by the HOA and Mr. Clark.

We thank you for your prompt attention and approval of this process.

Sincerely;

 Margaret P. Myers
Baxter J. Myers, Jr. and Margaret P Myers

CC: Mr. Dave Holec

*Mr. Bill Clark
Bill Clark Homes
200 E. Arlington Blvd.
Suite A
Greenville, NC 27858*


February 8, 2012

Mr. Wayne Bowers,
City Manager and
The City Council of Greenville

Ladies and Gentlemen:

This letter is to advise and confirm that I and my Company agree to the use of 7.5' by a maximum of 89' feet, located behind the Myers home at 4113 Parmer Place in the Parmer Place Homes in the City of Greenville, to be converted to common area and deeded to the Parmer Place Homeowners' Association. This acquisition of this footage will result in the HOA acquiring this parcel currently located within the City parkland area located behind the Myers home and adjacent to the HOA common area. The cost to complete this transaction will be borne by the Myers'.

Sincerely;

Mr. Bill Clark


Bill Clark Homes

CC: Mr. Dave Holec, City Attorney

Mr. and Mrs. BJ Myers

Parmer Place HomeOwners Association.

February 1, 2012

Mr. Wayne Bowers,

City Manager and

The City Council of Greenville

Ladies and Gentlemen:

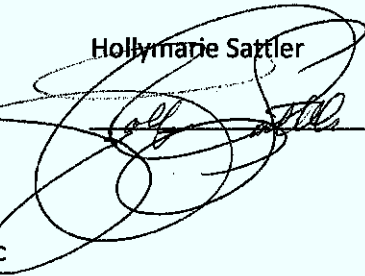
This letter is to advise and confirm that the homeowners association of Parmer Place will act as the agent for the Myers at 4113 Parmer Place in order for them to acquire an additional 7.5 by 89 feet located to the rear of their home. The acquisition of this footage will result in the HOA acquiring the same amount of square footage currently located within the City parkland area located behind the Myers home and adjacent to the HOA common area. The cost to complete this transaction will be borne by the Myers'.

The Parmer Place Homeowners Association Board of Directors

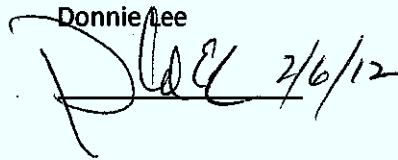
Morris Moya



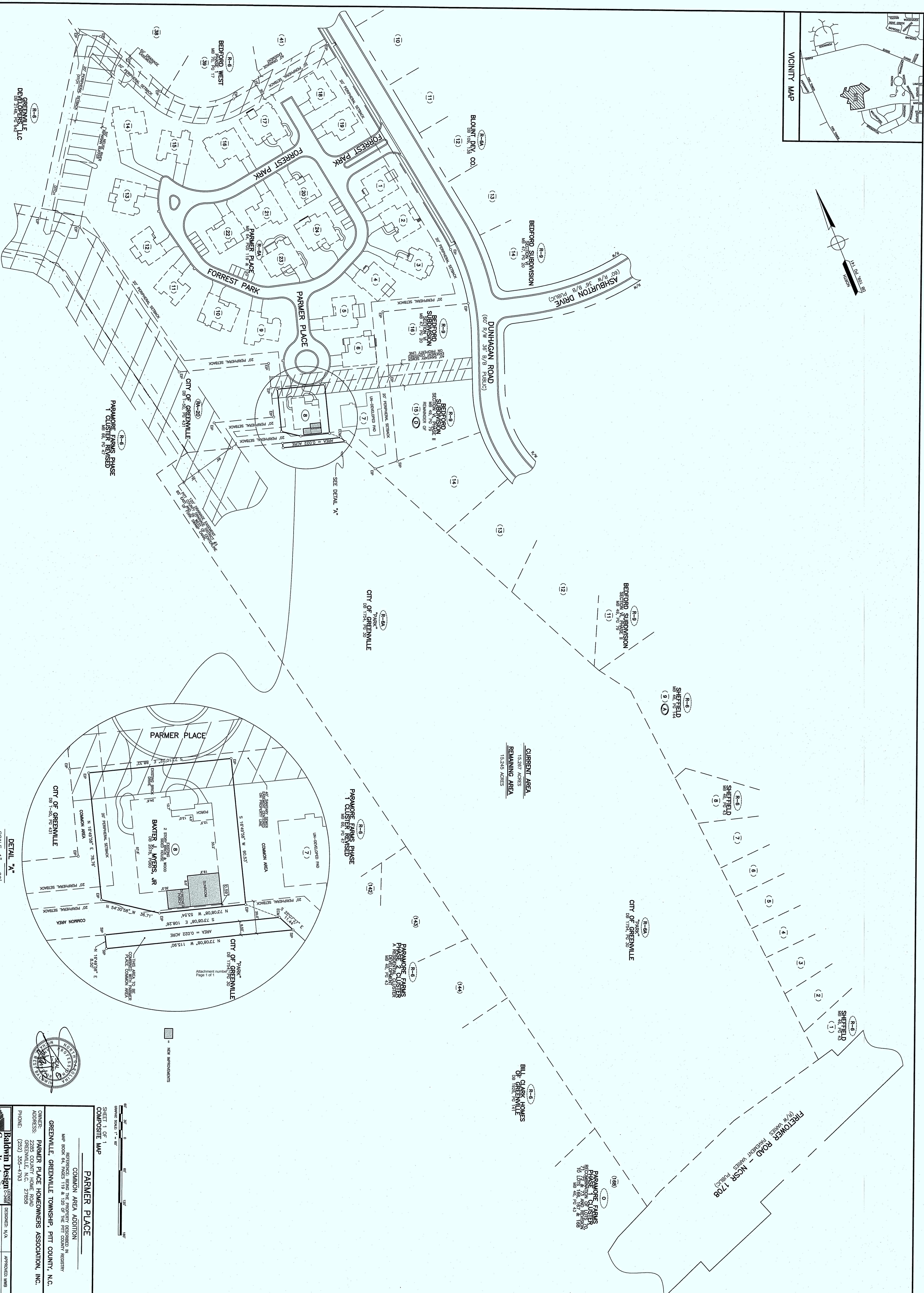
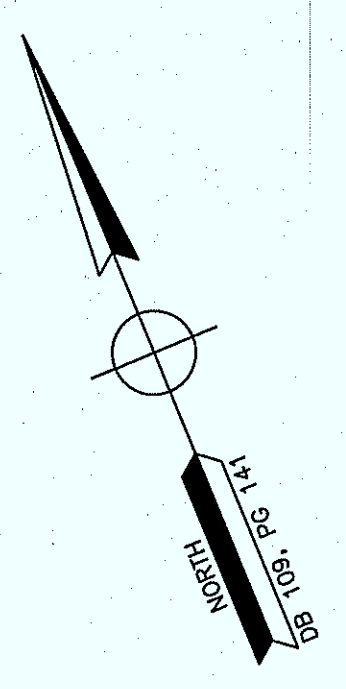
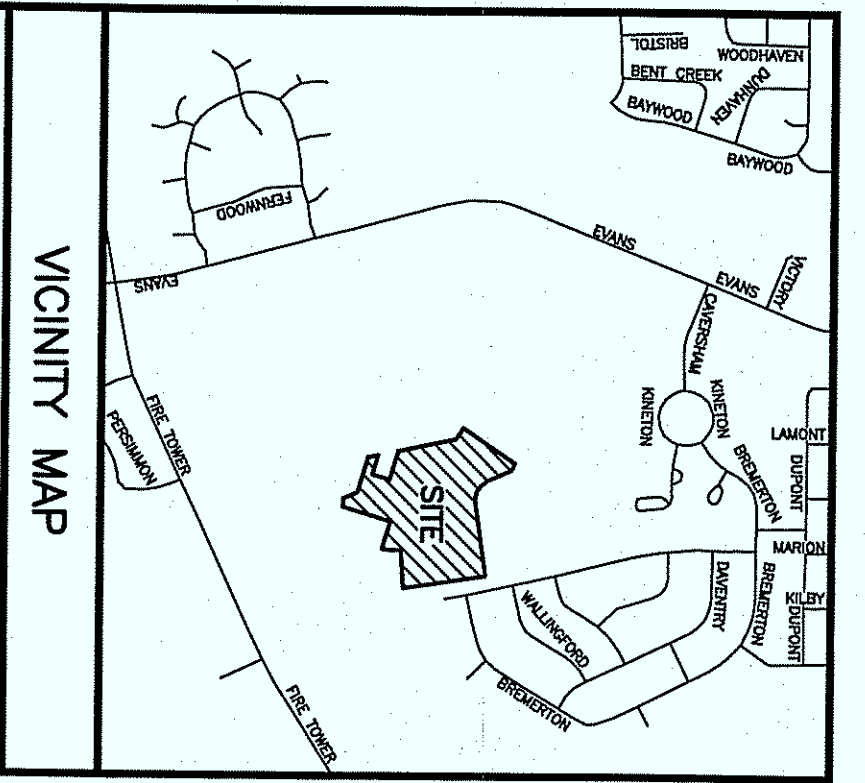
Hollymarie Sattler



Donnie Lee

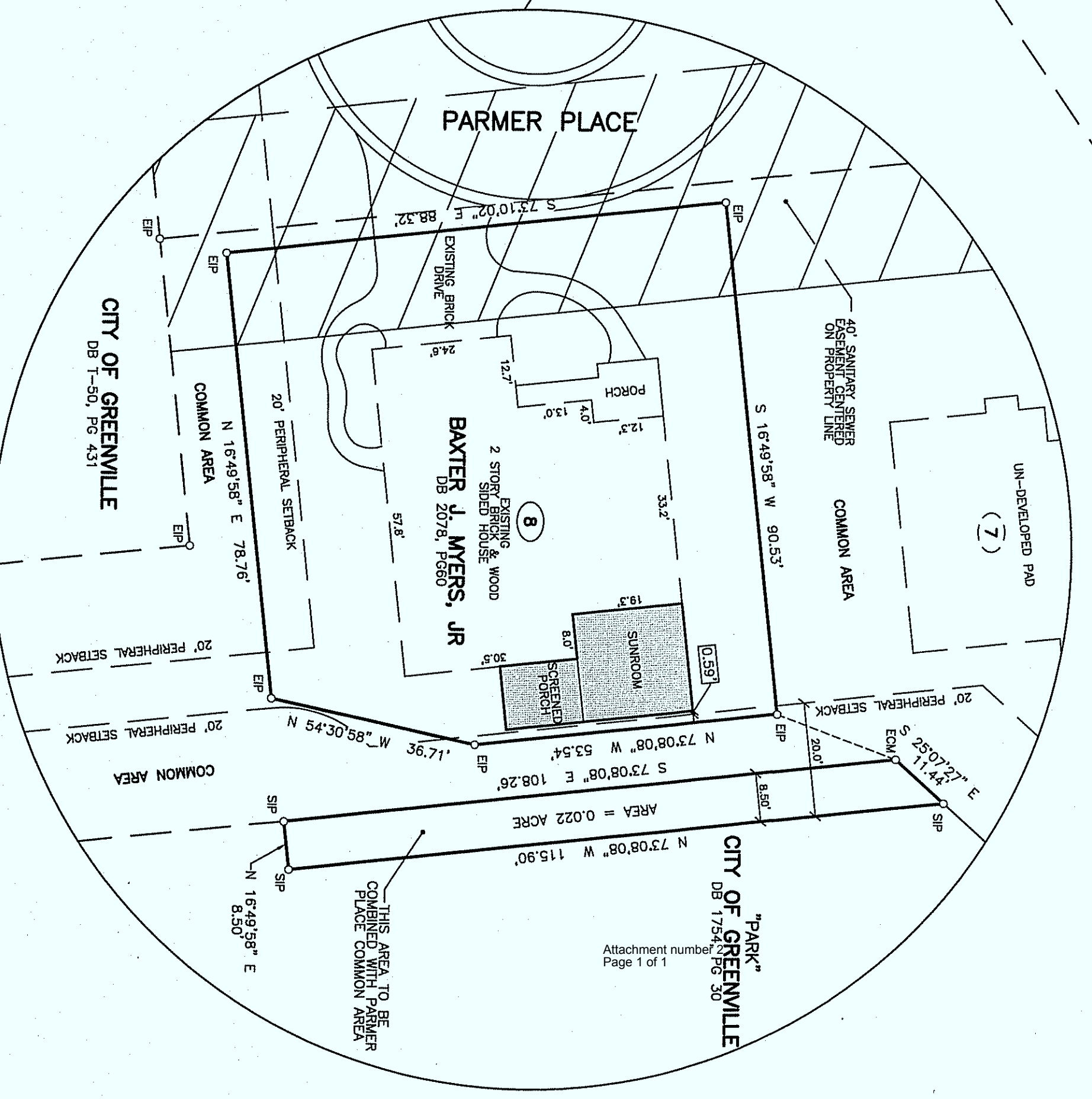


CC: Mr. Dave Holec

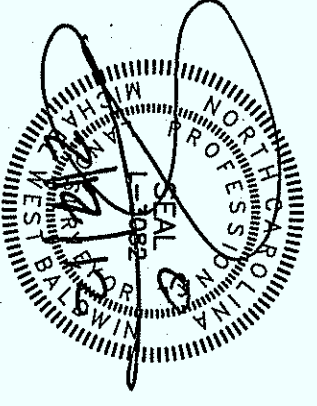


CURRENT AREA
13.287 ACRES

REMAINING AREA
13.246 ACRES



DETAIL "A"
SCALE: 1" = 20'



PARMER PLACE
COMMON AREA ADDITION

MAP BOOK 64, PAGES 119 & 120 OF THE PITT COUNTY RESERVY

OWNER: **PARMER PLACE HOMEOWNERS ASSOCIATION, INC.**
ADDRESS: 2285 COUNTY HOME ROAD
GREENVILLE, N.C. 27858
PHONE: (252) 355-4793

DESIGNER: N/A
DRAWN: CWS
DATE: 02/17/12
APPROVED: MMB
SCALE: 1" = 60'

Baldwin Design Associates, Inc.
CONSULTANTS, PA
GREENVILLE, N.C. 27838

CAD FILE: PARMER PLACE/PARMER PLACE ADDITION TO LOT 8-499



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Ordinance changes to the City Code recommended by the Greenville Bicycle & Pedestrian Commission

Explanation: Greenville's Bicycle & Pedestrian Commission is recommending the addition of new or changes to definitions in the existing Code of Ordinances to more reflect the uses for greenways, bicycle lanes, and sidewalks. These definition changes and additions were recommended in Chapter 6: of the *Bicycle & Pedestrian Mater Plan for the Greenville Urban and Metropolitan Planning Organization*. All the attached definitions were taken directly from the Master Plan with the exception of the definition of Greenway. This definition was revised and approved by the Bicycle & Pedestrian Commission to better suit the City of Greenville.

Staff recommends City Council approve the new definitions. If approved Staff will work with the City Attorney to prepare the appropriate resolutions to change the City Code. Adopting these definitions is the first step in the process of implementing the recommendations taken from the Bicycle & Pedestrian Master Plan.

Fiscal Note: There is no direct budget impact for this item.

Recommendation: Approve the recommended additions and changes to the definitions in the City Code of Ordinances.

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[BAPC City Code Changes for Dec8 912115](#)

Proposed Changes to City Code; as Recommended by the MPO: Greenville Bicycle & Pedestrian Mater Plan

Current Definition:

Bicycle. Every device propelled by human power upon which any person may ride, having two tandem wheels, either of which is over 20 inches in diameter. **From City Code Section 10-2-1**

Crosswalk. The portion of any street or roadway ordinarily included within the prolongation or connection of the lateral lines of sidewalks at intersections. Any portion of a roadway or street distinctly indicated for pedestrian crossing by lines or other markings on the surface of the street or roadway. **From City Code Section 10-2-1**

The definition for a Pedestrian Easement or Multi-Use Trail is currently undefined. **Addition to City Code Section 10-2-1**

Street and highway. The entire width between property lines of every way or place of whatever nature, when any part thereof is open to the use of the public as a matter of right for the purposes of vehicular traffic. **From City Code Section 10-2-1**

New Definition

Bicycle: Bicycle means every device propelled solely by human power upon which a person or persons may ride, having two tandem wheels either of which is sixteen or more inches in diameter, or three wheels, any one of which is more than twenty inches in diameter.

Crosswalks: Shall mean a right-of-way, publicly owned, six (6) feet or more in width, which cuts across a block for the purpose of improving pedestrian access to adjacent streets or properties. School-related crosswalks should be 10 to 15 feet wide or wider at crossings with high numbers of students.

Pedestrian Easements or Multi-Use Trail Easements: In such cases and at such locations as the Planning Board deems advisable, easements alongside or near lot lines not exceeding fifty (50) feet in width may be required for pedestrian or bicycle traffic to and from schools, neighborhood parks, and other places that may attract or generate such traffic.

Streets: Is defined as the entire width between property lines of every way or place of whatever nature, when any part thereof is open to the use of the public as a matter of right for the purposes of transportation. Regardless of classification, the design and construction of streets and intersections in the City of Greenville should aim to serve all types of users, including pedestrians, bicyclists, and motorists, and should be inclusive of all levels of ability, such as those in wheelchairs, the elderly and the young.

Proposed Changes to City Code; Definition of Greenway as Recommended by the Greenville Bicycle & Pedestrian Commission

The definition for a Greenway is currently undefined. Addition to **City Code Section 10-2-1**

A greenway is a corridor of urban, suburban and rural space with contiguous, free and open public-access trails connecting neighborhoods, recreational facilities (e.g., parks) and businesses. A greenway allows and encourages non-motorized, particularly bicycle and pedestrian, recreation and commuting. A greenway emphasizes introducing and maintaining naturally occurring and planned vegetation for scenic beauty and environmental protection (e.g., to mitigate erosion) as well as preserving natural, cultural and historical heritage. The primary purpose of a greenway is to improve the quality of life for the people of a community by facilitating health, emotional wellbeing, and safe, low-stress transportation.



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Vegetative and food waste recycling and impediments to recycling

Explanation: City Council Member Marion Blackburn requested a presentation on recycling organic and vegetative food waste and possible impediments to a comprehensive recycling program.

The responsibility of processing solid waste is divided between Pitt County Solid Waste and Recycling and the City of Greenville. The City of Greenville is responsible for collection and Pitt County is responsible for disposal. Pitt County presently has a yard waste recycling program which is limited to tree limbs.

Pitt County Solid Waste and Recycling is investigating organic composting as a method to prevent yard waste and bio-solids from being placed in a landfill. According to an EPA document, grass clippings and food waste together constitute 27% of the municipal solid waste stream. This waste stream has the potential to be composted to become a useful soil amendment. Composting offers the benefit of reuse of a significant portion of the waste stream by creating a product from organic waste that would otherwise have been landfilled.

The impediments to recycling involve three areas:

- 1) The market for recycled material--Pitt County contracts with the Eastern Carolina Vocational Center (ECVC) to process recycled materials. Pitt County and ECVC determine what items are accepted for recycling based on the market.
- 2) The method of collection--The City of Greenville's recycling collection method is a co-mingled system, which is one of the more effective methods to support recycling.
- 3) Promoting the culture of recycling or reuse--The approach that is used to influence individuals to recycle is paramount to the success of the program. Pitt County will brief the Council on the County's recycling program.

Fiscal Note: No fiscal implications at this time.

Recommendation: Staff recommends participating with Pitt County to explore and define organic waste recycling options and feasibility. Staff will support Pitt County's efforts in exploring ways to recycle organic and vegetative waste. Upon completion, the information developed will be reported to City Council.

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City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Amendment to the Assignment of Classes to Salary Grades and Ranges and an additional position allocation within the Public Works Department Sanitation Division

Explanation: The Sanitation Division of the Public Works Department is seeking to improve communications within the Division, provide improved responses to service issues, and change the ratio of supervisors to employees. Presently, the Sanitation Division has a supervisor-to-employee ratio of 1 supervisor for every 23 employees. This ratio is the highest among the City's staff. Human resources managers typically recommend a ratio of 1 supervisor for every 9 to 12 employees.

The City's sanitation service area has grown and the number of crews has increased; however, the number of supervisors has not increased. The increase in area and crews requires an additional supervisor to manage service areas. Therefore, Public Works staff is requesting to add an additional supervisor titled Sanitation Operations Supervisor.

The Sanitation Division currently has one Refuse Collector and one Crew Leader I position vacant. To help support the conversion of the Division's organizational structure to a more curbside-based service, the Division does not plan to fill these two openings. Therefore, the addition of this new position will increase the allocated positions by one but will not exceed personnel expenditures allocated during this budget year.

The position description was reviewed by Human Resources and Waters Consultants and was classified as Pay Grade 115. The minimum salary for Pay Grade 115 is 48,484.80. The minimum salary for the Sanitation Crew Leader 1 is \$30,472 and for the Refuse Collector is \$23,878 for a total of \$54,350. Thus, the salaries of the two vacant positions are sufficient to fund the new position.

An increase in personnel funding during FY 2012-13 may be needed depending on the results of the Department's analysis on the conversion to curbside service in the City.

The Sanitation Operations Supervisor will report to the Sanitation Superintendent. The position will manage customer service issues, supervise Sanitation employees, oversee the mosquito control program, and be responsible for the Sanitation quality assurance program. The position is critical for resolving resident service issues, performing quality control checks on assigned crews, and preparing subordinates for advancement.

The Sanitation Division provides collection services for garbage, trash, recycling, and vegetation, and services associated with vector control.

The additional supervisor is essential to improving Sanitation's operations.

Job Title	Current Number of Positions	Revised Number of Positions	Pay Grade
Sanitations Operations Supervisor	0	1	115

Fiscal Note:

The Sanitation Operations Supervisor, Pay Grade 115 has a minimum salary of \$48,484.80.

Sufficient personnel funds are available in the Division's current budget to cover this request during FY 2011-12. An increase in budgetary funds for personnel in future budgets may be required if this position is approved.

Recommendation:

Approve the amendment to the Assignment of Classes to Salary Grades and Ranges and approve the request for an additional position allocation within the Sanitation Division of the Public Works Department.

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[Sanitation_Operations_Supervisor_recommendation_918708](#)



**To: Gerry Case, Director
City of Greenville Human Resources Department**

**From: Ruth Ann Eledge, V.P. and Senior Consultant
The Waters Consulting Group, Inc.**

Date: February 6, 2012

Re: Review of Proposed Sanitation Supervisor Position

The Waters Consulting Group, Inc. was asked to review a request from the City of Greenville (COG) Public Works Director to review a request for a Sanitation Supervisor position. There is currently a Sanitation Route Supervisor and the request is to determine if this new position falls within the scope of the Operation Supervisor or if a new position should be created. A Job Description Questionnaire and Job Evaluation Manual were provided as documentation for the request. The process used to review the request included an analysis of these documents as well as a review of the current Job Evaluation ratings for similar classifications in the new compensation system.

As a result of the review and analysis, the following recommendations are being made:

1. The proposed position's responsibilities are significantly different from other current job titles to justify the creation of a new classification;
2. The proposed job evaluation ratings are provided in the attached job evaluation spreadsheet;
3. It is recommended that the title for this new classification should be Sanitation Operations Supervisor; and
4. The new classification should be placed in grade 115, one grade below the Sanitation Route Supervisor in grade 116.

I am available to discuss this recommendation further if you have questions.

R. Eledge (electronic signature)

Ruth Ann Eledge, V.P. and Senior Consultant
The Waters Consulting Group, Inc.



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Reasonable accommodation under the Federal Fair Housing Act

Explanation: The federal Fair Housing Act makes it unlawful to make a dwelling unavailable to a person because of race, color, national origin, religion, sex, familial status, or handicapped condition. A violation of the Act includes failure to make a reasonable accommodation in rules and policies when it is necessary to afford a protected person equal opportunity to use and enjoy a dwelling. The Act applies to local governments including the requirement that local governments make a reasonable accommodation in rules and policies when it is necessary to afford a protected person equal opportunity to use and enjoy a dwelling.

The federal Fair Housing Act has resulted in litigation relating to Zoning Ordinance provisions which apply to group homes and family care homes which serve persons with disabilities. Included in the Zoning Ordinance provisions which have been challenged as being in violation of the Act is the separation requirement between family care homes. Although the courts in some states have invalidated separation requirements completely, the courts in other states have upheld separation requirements. A North Carolina court has not yet ruled on this. However, the requirement to provide an opportunity to request a reasonable accommodation remains.

Article 3 of Chapter 168 of the North Carolina General Statutes provides that family care homes (a home with support and supervisory personnel that provides room and board, personal care, and habilitation services in a family environment for not more than 6 resident persons with disabilities) are deemed a residential use of property for zoning purposes and are to be a permissible use in all residential districts. The statute allows a political subdivision to prohibit a family care home from being located within a 1/2 mile radius of an existing family care home. Pursuant to this authority, the City has a provision in the Zoning Ordinance which establishes a 1/4 mile separation requirement. (The 1/4 mile separation was established in a 1991 amendment to the previous ordinance provision which was for a 1/2 mile separation requirement.)

The application of this 1/4 mile separation provision established in the Zoning Ordinance has prompted this matter being brought before City Council. An applicant has been denied a request to establish a family care home in the City's ETJ on Old Pactolus Road as a result of the separation requirement. After denial, the applicant has submitted an application for a Zoning Ordinance text amendment to eliminate the separation requirement. However, City staff is of the opinion that this requested amendment is not in compliance with Horizons: Greenville's Community Plan. The separation requirement's purpose is to ensure that these facilities do not congregate or cluster within a residential neighborhood and, as a result, potentially have an adverse impact on the neighborhood's character and on its residents. Instead, City staff believes that allowing an applicant to seek a special use permit which allows a reasonable accommodation under the federal Fair Housing Act to this requirement would be consistent with Horizons: Greenville's Community Plan and federal law.

Providing for the opportunity to seek a reasonable accommodation under the federal Fair Housing Act from Zoning Ordinance provisions would ensure compliance with the federal Fair Housing Act. Additionally, it would allow each application to be considered on a case-by-case basis with notice to abutting property owners and a public hearing. The Board of Adjustment could allow the reasonable accommodation if it makes a determination that it meets the standard of being reasonable and necessary as established by case law. The case law approved factors include the following:

(1) *Reasonable*. Factors which may be considered to determine whether an accommodation is reasonable include but are not limited to the following:

(a) the legitimate purposes and effects of existing zoning regulations are not undermined by the accommodation;

(b) the benefits that the accommodation provides to individuals with disabilities;

(c) alternatives to the accommodation do not exist which accomplish the benefits more efficiently; and

(d) a significant financial and administrative burden is not imposed by the accommodation upon the city.

(2) *Necessary*. Factors which may be considered to determine whether an accommodation is necessary include but are not limited to the following:

(a) direct or meaningful amelioration of the effects of the particular disability or handicap is provided by the accommodation; and

(b) individuals with disabilities are afforded by the accommodation equal opportunity to enjoy and use housing in residential neighborhoods.

Fiscal Note:

There is no fiscal impact for consideration of the amendment to the Zoning Ordinance.

Recommendation:

City Council initiate an amendment to the Zoning Ordinance and refer it to the Planning and Zoning Commission for review and recommendation, with the amendment providing the authority for the Board of Adjustment to grant a special use permit which allows a reasonable accommodation under the federal Fair Housing Act to a provision of the Zoning Ordinance.

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City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: City of Greenville 2012-2013 Strategic Goals

Explanation: The City Council held its Annual Planning Session at Bradford Creek Golf Course clubhouse on January 20 and 21, 2012. Margaret Henderson, University of North Carolina School of Government, facilitated the Planning Session. A copy of Ms. Henderson's report was provided to the City Council on February 8, 2012, and is attached.

Based on Ms. Henderson's report and the City Council's direction to staff at the Planning Session that a smaller and more concise goals' document be prepared this year, staff created the attached document containing the proposed strategic goals and action items. In order to adhere to the City Council's desire that the goals' document not be too voluminous, the tentative goals and action items are general. Interim staff reports to City Council on the action items will provide additional details.

Fiscal Note: Goals and actions items that exceed the City's normal operating budget will be reported to the City Council as final action item plans are completed and implementation costs are defined.

Recommendation: Discuss and amend as appropriate the proposed City of Greenville 2012-2013 Strategic Goals.

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The City of Greenville
City Council Strategic Planning Retreat
Bradford Creek Golf Course Clubhouse
January 20-21, 2012

AGENDA

Facilitator: Margaret Henderson, UNC School of Government

Objectives of the Retreat:

1. Define “success” for the Council and the City
2. Create a timeline of issues that will impact Greenville in the next 10 years.
3. Receive and consider information related to Community Prosperity and Safety
4. Identify the issues of greatest relevance for the City’s attention, and set related goals.
5. Clarify next steps

If I overheard people talking positively about the Greenville City Council, what I would like to hear them say is...
<ul style="list-style-type: none">• We’re moving our city forward.• We’ve made Greenville a great place to live.• We’ve addressed citizens’ concerns.• We’ve measured our progress and reported it out to the public.• We’re helping the city grow to attract new citizens and businesses, while also providing a high quality of life.• We listen.• We’re concerned about all of our people.• We’re tolerant of diverse perspectives, and we’re also decisive.• We’re continuously working to be all-inclusive.• We conduct business professionally with council and staff and we respect everyone• We work together.• We’re committed to what’s best for the city.• We’re appreciative of diverse opinions, but committed to a common goal.• We’re caring, and we understand and respect each council member’s diverse passions.

Create and discuss the 10 year timeline for issues facing Greenville

Year	Events or Issues within our City Limits	Events or Issues outside City limits, but with a local impact
2012	New chief, new manager	Needed funds from Washington, DC, are disappearing
	Parks for underserved communities - fix and rehabilitate older parks first- Eppes, South Greenville, Dream Park	State legislation that may reduce your ability to govern locally
	New economic development office	
	Implement comprehensive crime and public safety plan	
	Start equitable distribution of City funds	
	Trails at Eastside Park	
	Property revaluation	
	Do as much city business locally as possible	
	Marked improvements in University community (TRUNA)	
	Recreational opportunities in underserved areas	
	Business incubator- ECU/City/Vidant	
	Recruit new industries	
	Address issues to change downtown Greenville (lights, technology)	
Problem solving team- Police		
2013	Solar panels at Aquatics Center (dehydration and water heating)	Jobs
	Ball field at Eastside Park	Go Science Center construction
	Recycling= 40%	
	Fire station- Fire Tower Road	
	Greenway west to hospital	
	Funding in place for new east segment to Portertown Road	
	Parks Bond	
	More retail North of the River- Economic Development Zone	
	Business opportunities for new/small companies	
	Free public wi-fi throughout downtown (and other areas such as West Greenville)	

Year	Events or Issues within our City Limits	Events or Issues outside City limits, but with a local impact
2014-2016	10 th Street Connector	Economy picks up- housing, employment
	Solar panels (photovoltaic at City Hall)	Recycling: 50%
	Bond for parks expansion, renovation and development of new parks, including Town Common	
	Planning start for Performing Arts Center	
	O.P.E.B	
	2014: ITC construction starts	
	State Theater built	
2017-2018	Bio Tech- Bio Med Research Park	Recycling 75-80%
	Every neighborhood has a strong association	Southwest Bypass (creates beltway)
	Light rail to Greenville	Greenway open to Portertown Road East
		Funding in place for next greenway
2019-2020	New Convention Center (i.e., venue for musical concerts such as a concert hall)	New Census Population- 100,000+
	We are no longer car dependent	
	Our downtown is vibrant	
	Our neighborhoods are healthy	
	Our streets are safer	
	We have lots of parks, greenways, and solar panels	
	Greenville is known statewide as a great place to live and do business	

**Given the issues brought up in the timeline exercise,
what potential goal areas can we identify?**

- Applying the value of equity to all decisions
- Building intergovernmental relationships outside the city
- Parks and Recreation structuring and improvements
- Exploring doing more city businesses with local vendors
- Using the economic development office for branding, increasing local businesses, and creating economic zones
- Addressing housing with systematic changes
- Creating a crime and safety plan for the next five years
- Addressing greenways and the parks bond issue
- Creating a parking deck downtown
- Creating solar energy projects and all sustainable approaches to waste, travel, etc.
- Addressing the Fire Station issue and response times at fire stations
- Creating a Performing Arts Center
- O.P.E.B – Additional financial load
- Working on neighborhood associations
- Addressing Infrastructure (fiber optics, water/sewer, public wi-fi)
- Horizons Plan

**What does the City need to do to respond to or prepare for these goals
in terms of relationships, behaviors, resources, efforts?**

The discussion focused on how the Council conducts its business:

- Reorganize how we spend time in our meetings – we currently have very long meetings.
- Receive regular progress reports
- Hold quarterly planning sessions?
- How do we systematically assess our progress?
- Be efficient in our deliberations, discussions, and decisions
- How do we hold ourselves accountable?

Community Prosperity:

Mayor's Economic Advisory Council
<ul style="list-style-type: none">• Will meet quarterly• Broad group, specific role: advise the entire council (ad hoc) <p>Next Steps</p> <ul style="list-style-type: none">• Provide draft plan for consideration: Economic Development Committee<ul style="list-style-type: none">○ 1 - 3 members of council and staff to function as a temporary design committee• Approved reorganization of Economic Development Office• Create benchmarks
Goals for the Economic Development Office
<ul style="list-style-type: none">• Creative, innovating thinking → involving science, small businesses, and all stakeholders• Focus on economic development outcomes, not personalities or processes.• Trust the expertise of staff• Focus on framework for economic development (the vision and direction)• Have the city government partner with other stakeholders• Provide reassurance in value of investment in economic development• Create the opportunity for ecotourism• Include all council members in the process• Trust the process

Clarifying Mutual Expectations:

Rules relating to the efficiency of meetings:
<ul style="list-style-type: none"> • Consent Agenda <ul style="list-style-type: none"> ○ Create a drafted policy as proposed
<ul style="list-style-type: none"> • Time Limitations <ul style="list-style-type: none"> ○ Public Comment <ul style="list-style-type: none"> ▪ Public comment is allowed on topics that are not addressed in a public hearing in the same week ▪ Allowed at any regular meeting ▪ Total time: 30 minutes ▪ Individual time: 3 minutes ○ Public Hearings <ul style="list-style-type: none"> ▪ 30 minutes for each side ○ Presentations <ul style="list-style-type: none"> ▪ Staff: 10 minutes ▪ Boards and commissions: 7 minutes (Monday nights) ▪ External Stakeholders: 7 minutes ○ Council Debate <ul style="list-style-type: none"> ▪ Agree to put into place model following Durham's rules (pg. 8) for 3 month sunset period <ul style="list-style-type: none"> • 2 rounds of debate • 1st round: 5 minutes per person • 2nd round: 3 minutes per person
<ul style="list-style-type: none"> • Motion to call the question <ul style="list-style-type: none"> ○ No Change
<ul style="list-style-type: none"> • Council Committees <ul style="list-style-type: none"> ○ No Change

Finalizing the Council's Values and Goals for 2012-2013:

Draft Values to be applied to all of the Council's work and decisions
<ul style="list-style-type: none"> • Be accountable for defining and making progress • Invite, listen to, and consider all perspectives • Be professional and efficient in our work • Practice fiscal responsibility* • Practice equity* in all decisions • Encourage sustainable practices <p><i>* Facilitator's note: The Council might benefit by defining the highlighted terms.</i></p>

Draft of Potential Goal Areas
(numbers do **not** indicate priority)

1. Parks and Recreation/Greenways/ Bond
2. Housing Ordinances/systemic policy changes
3. Economic Development
4. Public transportation
5. Infrastructure & IT
6. Strengthening relationships with key stakeholders
 - a. University, hospital, county, legislators...
7. Neighborhood associations
8. Public safety
 - a. Comprehensive Crime Plan
9. Fire Station
10. Horizons Plan

Accepted Goal Areas (Alphabetize Goal AREAS)

- Economic Development
- Infrastructure (including IT)
- Neighborhood Preservation
- Parks and Recreation/Greenways/Bond
- Public Safety
- Public Transportation

Parks and Recreation/greenways/potential bond issue

- Goal: Expand and enhance our parks and greenways, as resources allow.
- a. Earmark funds every year for repairs/upkeep
 - b. Create 2 new parks, and repair 2 existing parks over 2 years
 - c. Define appropriate access based on socio/economic levels and geography (distance)

Housing Ordinances/systemic policy changes/ neighborhood preservation

- Goal: Develop strategies to protect and preserve neighborhoods through systematic approaches.
- a. An active association in every neighborhood
 - b. Addressing the historic district

Economic Development

Goal: Promote economic development by decreasing unemployment rate, increasing median income, and attracting and retaining new and existing businesses.

Transportation

Goal: All residents have access to efficient and effective traditional or alternative modes of transportation.

- a) Consider implementing recommendations from the Greenville Bicycle and Pedestrian Commission.

Infrastructure

Goal: Maintain and preserve our existing storm water infrastructure and our streets.

- a) Wi-fi in common areas in West Greenville
- b) Traffic lights/management
- c) Storm water problems
- d) Aging service structures
- e) More money for street resurfacing

Public Safety

Goal: Decrease crime by 10% each year of the plan.

- a) Create Comprehensive Crime Plan
- b) Engage community stakeholders (United Way, etc.) to create and implement the plan.

Self-Evaluation:

What went well today?

- Good meeting
- Good dialogue
- Minimal interference by facilitator
- Look forward to implementing changes in our next council meeting

What do we want to change for next time?

- Timing: 5pm on a Friday is a difficult start time → change to 5:30
- Chairs are not comfortable enough
- Keep business items in business meetings to not cut into planning time

City of Greenville 2012-2013 Strategic Goals



MAYOR

Allen Thomas

CITY COUNCIL

Rose Glover, Mayor Pro-Tem
District 2

Kandie Smith
District 1

Marion Blackburn
District 3

Calvin Mercer
District 4

Max Joyner, Jr.
District 5

Dennis Mitchell
Council Member at Large

INTERIM CITY MANAGER

Thomas M. Moton, Jr.

DEPARTMENT DIRECTORS

Joe Bartlett, Interim Chief of Police

Bill Ale, Fire/Rescue Chief

Scott Godefroy, Interim Director of Public Works

Gary Fenton, Director of Recreation and Parks

Merrill Flood, Director of Community Development

Bernita Demery, Director of Financial Services

Rex Wilder, Director of Information Technology

Gerry Case, Director of Human Resources

The City Council adopted the following value statements to guide its actions during the January 20 and 21, 2012, City Council Annual Planning Session:

- Be accountable for defining and making progress
- Invite, listen to, and consider all perspectives
- Be professional and efficient in our work
- Practice fiscal responsibility
- Practice equity in all decisions
- Encourage sustainable practices

The City Council adopted the following six strategic goals during the January 2012 Annual Planning Session. The strategic goals are organized in alphabetical order, not in order of priority.

- Economic Development
- Infrastructure (including Information Technology)
- Neighborhood Preservation
- Parks and Recreation/Greenways/Bond Issue
- Public Safety
- Public Transportation

ECONOMIC DEVELOPMENT

Strategic Goal: Promote economic development by decreasing unemployment rate, increasing median income, and attracting and retaining new and existing businesses.

Action Items:

1. Allocate Community Development Block Grant Funds from the 2012-2013 Annual Action Plan C to support the City's Business Competition Grant Program in the West Greenville Revitalization Area. – Community Development
2. Attract and retain jobs by reaching out to companies in targeted economic sectors; complement the efforts of Greenville's economic development partners by focusing on business operations that wish to locate in close proximity to a university or medical campus, at a downtown location, or along a major commercial corridor. – Community Development
3. Develop retail to full potential, maximizing revenue impact and neighborhood vitality. – Community Development

4. Nurture the success of local small businesses. – Community Development
5. Increase Greenville’s profile in regional and state forums, emphasizing that Greenville serves the eastern North Carolina region and is a rising uni-med community. – Community Development
6. Promote Greenville’s proven track record as a business-friendly community; demonstrate how Greenville’s streamlined, consistent, predictable development review process reduces business costs. – Community Development
7. Support the Pitt County Development Commission and other economic development partners in promoting manufacturing, biotechnology, and “heavier” industries. – Community Development
8. Present to City Council a strategic economic development plan for consideration. – Community Development and City Manager’s Office
9. Provide staff leadership and support to the Greenville Economic Development Committee and the Mayor’s Economic Development Advisory Committee. – Community Development and City Manager’s Office
10. Make transportation gateways and commercial corridors more attractive and accessible. – Community Development
11. Position Center City as the vibrant epicenter of Greenville’s uni-med community; encourage mixed-use redevelopment including residential and major “anchor” projects that reinforce the identities of downtown districts and adjacent neighborhoods. – Community Development
12. Foster a proactive culture within the City government that anticipates needs and trends, cultivates new ideas, pursues innovations, and constantly seeks new ways to promote the City’s strategic and long-range goals through organizational and employee development. – Community Development and Human Resources
13. Work with the Community Development Department to find or create appropriate programming to promote economic development. – Public Information Office
14. Foster the development of a vibrant, attractive community by continuing efforts to improve the magnitude and quality of the City’s parks and greenways systems. – Recreation and Parks

INFRASTRUCTURE (INCLUDING INFORMATION TECHNOLOGY)

Strategic Goal: Maintain and preserve our existing stormwater infrastructure and our streets.

- a) Wi-fi in common areas in West Greenville**
- b) Traffic signals/management**
- c) Stormwater problems**
- d) Aging service structures**
- e) More money for street resurfacing**

Action Items:

1. Review stormwater infrastructure needs and prepare a recommendation to City Council on the sustainability of the Stormwater Utility Fund. – Public Works
2. Prepare a proposal for City Council to consider for a utility revenue bond in support of stormwater improvements. – Public Works and Financial Services
3. Implement a growth retardant program for the ditch banks that control woody & vegetative growth that assists with bank stabilization. – Public Works
4. Complete Lower and Middle Green Mill Run Watershed Master Plan that will provide infrastructure inventory, determine the effects of upstream developments and the identification and prioritization of future stormwater needs. – Public Works
5. Complete traffic counts and analysis for each of the major interconnected and coordinated corridors in the City to re-time the lights to provide the best traffic signal synchronization possible. – Public Works
6. Incorporate the construction of sidewalks, bike lanes and ADA accommodations in all State and City street construction and reconstruction projects. – Public Works
7. Prepare a proposal for City Council to consider for a General Obligation Bond in support of street infrastructure improvements. – Public Works and Financial Services
8. Implement sustainable, cost effective and proactive asphalt maintenance solutions to extend the life of the asphalt on roadways. – Public Works
9. Begin design of the next phase of the Convention Center Expansion. – Public Works and City Manager's Office

10. Complete the site selection process for the Intermodal Transportation Center (ITC) and provide a recommendation to City Council on a new site. – Public Works and City Manager’s Office
11. Complete development of and implement Guaranteed Energy Savings Performance Contract. – Public Works
12. Develop a 10-year plan for major maintenance, renovation, and repair needs for Public Works maintained buildings, facilities, and structures. – Public Works
13. Implement a subscription database for citizens to access City information via the City web page. – Information Technology
14. Expand the capabilities of social media. – Information Technology
15. Implement mobile technology for a mobile 311 environment. – Information Technology
16. Equip Code Enforcement, Public Works, Inspectors, and other City staff with mobile technology to collect data in the field. – Information Technology
17. Complete Business Application Needs Assessment for Enterprise Planning Resource. – Information Technology
18. Complete Information Technology 5-Year Strategic Plan to include all departments’ needs and future technology aspirations. – Information Technology
19. Develop technology requirements and request for bid (RFP) based on pertinent needs for Enterprise Resource Planning. – Information Technology
20. Select/implement new Enterprise Resource Planning system. – Information Technology
21. Identify City public areas in West Greenville to install public wireless internet access points. – Information Technology
22. Create a Facilities Major Repair and Maintenance Fund to prepare for the eventual major repair, renovation or replacement of facilities and major operating systems. – Financial Services, Public Works, Recreation and Parks, and City Manager’s Office
23. Prepare for expected increased retirements by creating Human Resources Strategic Plan and Succession Plan. – Human Resources

24. Prepare workforce to meet tomorrow's needs through preparation of an employee development and training needs assessment and establishing minimum training requirements for position classifications. – Human Resources
25. Identify opportunities to increase organizational efficiencies and streamline administrative and non-administrative tasks through a government efficiency assessment. – City Manager's Office
26. Expand City's performance management and benchmarking initiative to include statistical service effectiveness measures through a citizen survey and establish performance measures from survey results. – City Manager's Office
27. Benchmark City's performance against comparable cities. – City Manager's Office and Financial Services
28. Improve employee relations in Public Works. – Human Resources and City Manager's Office

NEIGHBORHOOD PRESERVATION

Strategic Goal: Develop strategies to protect and preserve neighborhoods through systematic approaches.

- a) **An active association in every neighborhood**
- b) **Addressing the historic district**

Action Items:

1. Coordinate with the Neighborhood Advisory Board to conduct two district-wide neighborhood meetings as a means of collecting citizen comments, providing information related to City policies and programs, and outlining the importance of active neighborhood associations. – Community Development
2. Work with the Neighborhood Advisory Board to provide information and technical support to neighborhoods that are interested in establishing neighborhood associations. – Community Development
3. Develop Neighborhood Plan Implementation Reports for each of the City's four completed neighborhood plans to identify which plan recommendations have been completed and which require additional efforts / action. – Community Development

4. Initiate and complete one new neighborhood plan for an established city neighborhood. – Community Development
5. Partner with the Historic Preservation Commission to develop, publish, and distribute a *City of Greenville Historic Preservation Handbook* that outlines the benefits of historic preservation and provides information related to the City's historic preservation initiatives. – Community Development
6. Partner with the Historic Preservation Commission and other stakeholders to update the City's Historic Preservation Design Guidelines and to publish and distribute the same. – Community Development
7. Expand participation in the Planning and Zoning Commission's meeting notification e-mail list to include representative of every established neighborhood association within the city. – Community Development
8. Continue to improve eligible owner occupied housing stock within the core neighborhoods of the City by utilizing housing assistance programs administered by the City. – Community Development
9. Work with the Community Development Department to find or create appropriate programming to promote neighborhood preservation. – Public Information Office

PARKS AND RECREATION/GREENWAYS/BOND ISSUE

Strategic Goal: Expand and enhance our parks and greenways, as resources allow.

- a) **Earmark funds every year for repairs/upkeep**
- b) **Create two new parks, and repair two existing parks over 2 years**
- c) **Define appropriate access based on socio/economic levels and geography (distance)**

Action Items:

1. Complete design and construction of the Green Mill Run Greenway Phase II Project from Charles Boulevard to Evans Park. – Public Works
2. Complete design and begin construction of the South Tar River Greenway Project from Pitt Street to Moye Boulevard. – Public Works

3. Present a policy regarding the location of new parks and recreation facilities that considers socio/economic levels and accessibility to the Recreation and Parks Commission and City Council for consideration. – Recreation and Parks

PUBLIC SAFETY (Community Safety)

Strategic Goal: Decrease crime by 10% each year of the plan.

- a) **Create Comprehensive Crime Plan**
- b) **Engage community stakeholders (United Way, etc.) to create and implement the plan.**

Action Items:

1. Present to City Council a comprehensive crime plan for consideration. – Police
2. Complete the construction of and furnish the City's Emergency Operations Center – Fire/Rescue
3. Complete the fire and life safety inspections for all high and severe hazard occupancies in the City and the extraterritorial jurisdiction. – Fire/Rescue
4. Implement an emergency warning procedure using Twitter. – Fire/Rescue
5. Prepare a report on the feasibility of constructing Fire Station No. 7 and staff station with an EMS unit. – Fire/Rescue
6. Evaluate putting into service an EMS unit at Fire Station No. 4 – Fire/Rescue
7. Work with the Police Department to expand police outreach via televising the Police Department weekly briefings on GTV-9. – Public Information Office
8. Equip the Disaster Recovery/Redundant Technology Processing Center – Information Technology, Public Works, and Police
 - a. Work with Public Works to set up area at new EOC building at Fire Station 6
 - b. Implement ability for Police Dispatching from the EOC
 - c. Equip EOC with technology components to support the various levels of EOC activation
 - d. Implement technology components to support City technology operations in the event of a disaster/redundant need

9. Identify City public areas in West Greenville to install video surveillance cameras – Police
10. Work with Police Department to further expand video surveillance in the downtown area of Greenville – Police
11. Implement a citizen alerting system – Police, Information Technology, and Public Information

PUBLIC TRANSPORTATION

Strategic Goal: All residents have access to efficient and effective traditional or alternative modes of transportation.

- a) **Consider implementing recommendations from the Greenville Bicycle and Pedestrian Commission.**

Action Items:

1. Present a plan for City Council consideration to implement two of the high-priority pedestrian projects recommended in the Bicycle and Pedestrian Master Plan. – Public Works
2. Present a plan for City Council consideration to implement the ten high-priority bicycle projects in the Bicycle and Pedestrian Master Plan. – Public Works
3. Examine the feasibility of adoption of a Complete Streets policy and design guidelines tailored to the City of Greenville based upon NCDOT's adoption of their Complete Streets Planning & Design Guidelines. – Public Works
4. Re-evaluate the 10-year Sidewalk Master Plan to program the construction of sidewalks in areas presently not served based on availability of right-of-way and prioritized based on need as well as areas with larger traffic volumes. – Public Works
5. Utilize MPO funding grant and City matching funds, develop and implement a pavement management inventory and software system to aid the City in allocating resources, preventing problems through judicious maintenance, and diagnosing and repairing problems that exist in a cost-effective manner. – Public Works
6. Utilize MPO funding grant and City matching funds, obtain and implement a software system to manage critical data associated with the street sign replacement and maintenance program. – Public Works

7. Develop standards for public illumination levels in coordination with City's stakeholders. – Public Works
8. Explore methods of implementing light standards on existing streets approved by the City Council. – Public Works
9. Develop a five-year Short Range Transit Plan for the GREAT public transportation system to include recommendations for expansion of routes. – Public Works
10. Gather input from a stakeholders group to help staff develop future recommendations for expansion of the GREAT Public Transportation System. – Public Works
11. Provide a recommendation to City Council on a new site for the Intermodal Transportation Center. – Public Works and City Manager's Office
12. Prepare a location and feasibility plan for future expansion of bus shelters and benches at bus stops on the GREAT system. – Public Works
13. Recreation and Parks work closely with Public Works to ensure future greenway developments are well planned and include facilities that will foster access, safety, neighborhood acceptance, and successful operation. – Recreation and Parks



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Capital Improvement Program for fiscal years 2013 through 2017

Explanation: The Fiscal Year (FY) 2013 and 2014 budget cycle marks the beginning of another Capital Improvement Program (CIP) planning cycle for the City of Greenville for 2013 through 2017. The draft CIP notebook provides a list of proposed department capital project requests. A draft of this program was presented to City Council at the Annual Planning Session; however, there have been some changes since the January 21, 2012 meeting. This presentation will provide a brief overview on the CIP program as well as present the changes proposed since the Annual City Council Planning Session.

Department CIP requests have been reviewed/evaluated by the City Manager, Assistant City Manager, and Director of Financial Services. The CIP Project Worksheets provide a brief explanation of each project, and the summary spreadsheets, which detail the recommended funding sources for the five-year plan, have been updated. Revised CIP worksheets were sent in Notes to Council on Wednesday, February 29, 2012 and posted on the City website. Attached is an updated summary of capital projects seeking funding for the period 2013-2017. During staff's CIP presentation, the CIP report will be reviewed, including those projects recommended for funding (or "Met") and those projects for which funding has not been identified (or "Unmet") over the next two years, highlighting the changes that have occurred since the Annual Planning Session.

Also, the City Council has suggested establishing a long-term solution to funding major renovation and maintenance of City facilities. Such a vehicle will help ensure more timely and appropriate management of City facilities. Therefore, this presentation will discuss the proposal to establish a new capital project for the Facilities Major Maintenance and Renovation Fund beginning with fiscal year 2013 and continuing indefinitely.

Fiscal Note: Total CIP funding will be determined by action of the City Council as part of the final approval of the budget in June.

Recommendation: Receive staff report on the Capital Improvement Program for fiscal years 2013-2017.

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

Attachments / click to download

[FY_2013_2017_CIP_SUMMARY_AS_OF_FEB_29_919577](#)

[FY_2013_CIP_FUNDING_AS_OF_FEB_29_919572](#)

[FY_2014_CIP_FUNDING_AS_OF_FEB_29_919575](#)

SUMMARY OF CAPITAL IMPROVEMENT REQUESTS BY DEPARTMENTS

DEPARTMENT / PROJECT TITLE	BUDGET YEAR		PLAN YEAR		FUTURE CIP PLAN YEARS						TOTAL	
	2012-13		2013-14		2014-15		2015-16		2016-17			
	MET	UNMET	MET	UNMET	MET	UNMET	MET	UNMET	MET	UNMET		
26 Tennis Court Ren. (UM)	-	-	-	78,000	-	-	-	-	-	-	-	78,000
27 Roof Imp. (UM)	-	-	-	100,000	-	100,000	-	-	-	-	-	200,000
28 River Park North Imp. (UM)	-	-	-	115,000	-	217,000	-	-	-	-	750,000	1,127,000
29 Off-Leash Dog Area Lighting (UM)	-	-	-	44,000	-	-	-	45,000	-	-	-	44,000
30 New Community Pool (UM)	-	-	-	85,000	-	-	-	-	-	-	-	1,385,000
31 Pine Crest Park Development (UM)	-	-	-	-	-	1,300,000	-	-	-	-	-	258,000
32 Countryside Park Development (UM)	-	-	-	-	-	258,000	-	-	-	-	-	258,000
33 West Meadowbrook Park Imp. (UM)	-	-	-	-	-	375,000	-	325,000	-	-	-	700,000
34 Paramore Park Trail Imp. (UM)	-	-	-	-	-	56,900	-	-	-	-	-	56,900
35 Peppermint Park Imp. (UM)	-	-	-	-	-	45,000	-	-	-	-	-	45,000
36 Natatorium Indoor Pool (UM)	-	-	-	-	-	375,000	-	-	-	10,000,000	-	10,375,000
SUBTOTAL	\$ 247,860	\$ 3,872,000	\$ 118,750	\$ 5,076,500	\$ -	\$ 13,407,900	\$ -	\$ 6,863,500	\$ -	\$ 19,552,000	\$ 366,610	\$ 48,771,900
PUBLIC WORKS												
1 Public Works Yard Fence (GF)	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000
2 PW Assembly Room Roof (GF)	50,000	-	-	-	-	-	-	-	-	-	-	50,000
3 City Hall First Floor Modifications (UM)	-	35,000	-	-	-	-	-	-	-	-	-	35,000
6 Skid Steer Loader & Attachments (UM)	-	60,000	-	-	-	-	-	-	-	-	-	60,000
7 Green Mill Run Greenway (G,UM)	414,400	-	-	-	-	-	-	-	-	-	-	414,400
8 Hooker Road Warehouse Shelving (GF)	-	-	100,000	-	-	-	-	-	-	-	-	100,000
9 PW Assembly Room Bathroom Ren. (GF)	-	-	50,000	-	-	-	-	-	-	-	-	50,000
10 Fleet Management Software (UM)	-	-	150,000	-	-	-	-	-	-	-	-	150,000
11 Traffic Light Software (PB,G)	-	-	65,000	-	-	-	-	-	-	-	-	65,000
12 Fleet Maint. Bldg Interior Paint (GF)	-	-	-	-	-	-	-	-	-	-	-	-
13 Work Order Software (UM)	-	-	-	-	-	-	-	-	-	-	-	-
14 PW Complex Roof Assessment (UM)	-	-	-	-	-	175,000	-	-	-	-	-	175,000
15 Lessie Bass Building Roof (UM)	-	-	-	-	-	100,000	-	100,000	-	-	-	200,000
16 South Tar River Greenway East (UM)	-	-	-	-	-	100,000	-	-	-	-	-	100,000
17 Parkers Creek Greenway (UM)	-	-	-	-	-	50,000	-	-	-	-	-	50,000
18 Uptown City Parking Deck (CR, UM)	-	-	-	-	-	1,300,000	-	-	-	-	-	1,300,000
19 Frontgate Drive Extension (UM)	-	-	-	-	-	6,479,435	-	-	-	-	-	6,479,435
20 10th St. Connector Sidewalks (PB,UM)	-	-	-	-	-	1,675,000	-	-	-	-	-	1,675,000
21 IGC School Building Roof (UM)	-	-	-	-	-	250,000	-	-	-	-	-	250,000
22 Fuel Station Upgrade (UM)	-	-	-	-	-	200,000	-	-	-	-	-	200,000
23 Greenwood Cemetery Fence Ren. (UM)	-	-	-	-	-	-	-	300,000	-	-	-	300,000
24 Homestead Memorial Gardens Exp. (UM)	-	-	-	-	-	-	-	-	-	200,000	-	200,000
PUBLIC WORKS (CONTINUED)												
25 FIR Stations #3 and #4 Rollup Door (UM)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
26 Fleet Alignment Wheel & Lift (UM)	-	-	-	-	-	-	-	-	-	90,000	-	90,000
27 Fleet Tire Rack (UM)	-	-	-	-	-	-	-	-	-	60,000	-	60,000
28 Powell Bill Mast Arm Replacement (PB)	100,000	-	-	-	-	-	-	-	-	-	-	100,000
29 Powell Bill Street Resurfacing (PB)	200,000	-	225,000	-	-	265,000	-	-	-	-	-	690,000
30 Powell Bill Sidewalk Construction (PB)	150,000	-	-	-	-	150,000	-	-	-	-	-	300,000
31 Powell Bill Traffic Calming (PB)	-	-	15,000	-	-	-	15,000	-	-	-	-	30,000
32 Powell Bill 9th Street Rehabilitation (PB)	-	-	115,000	-	-	-	-	-	-	-	-	115,000
33 Transit Intermodal Trans. Center (G, UM)	-	-	-	-	-	-	-	-	-	-	-	-
34 Transit Maintenance Lift (G,UM)	220,500	-	-	-	-	8,110,246	-	-	-	-	-	8,110,246
35 Transit Buses (G, UM)	-	-	855,000	-	-	-	1,080,000	-	-	-	-	1,935,000
36 SAN Truck Upgrade (SF)	90,000	-	-	-	-	-	-	120,000	-	-	-	210,000
37 SAN Vehicle & Eq. Parking Area (SF)	180,000	-	-	-	-	-	-	-	-	-	-	180,000
38 SAN Auto. Refuse Loader (SF)	-	-	175,000	-	-	-	-	-	-	-	-	175,000
39 SAN Wash Pit (UM)	-	-	-	-	-	300,000	-	-	-	-	-	300,000

DRAFT

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SUMMARY OF CAPITAL IMPROVEMENT REQUESTS BY DEPARTMENTS

DRAFT

DEPARTMENT / PROJECT TITLE	BUDGET YEAR		PLAN YEAR		FUTURE CIP PLAN YEARS						TOTAL	
	2012-13		2013-14		2014 - 15		2015 - 16		2016 - 17			
	MET	UNMET	MET	UNMET	MET	UNMET	MET	UNMET	MET	UNMET		
40 SW Watershed Master Plans (SW,UM)	423,000	-	345,000	-	-	351,000	-	454,000	-	414,000	768,000	1,219,000
41 SW Emergency Repairs (SW,UM)	100,000	-	100,000	-	-	100,000	-	100,000	-	100,000	200,000	300,000
42 SW Stream Bank Stabilization (SW,UM)	135,000	-	135,000	-	-	135,000	-	135,000	-	135,000	270,000	405,000
43 SW Stream Restoration (SW,UM)	126,000	-	126,000	-	-	126,000	-	126,000	-	126,000	252,000	378,000
44 SW Pollution Prevention Plan (SW,PB,UM)	-	-	250,000	150,000	-	-	-	400,000	-	-	650,000	150,000
45 SW Storm Drainage Minor Imp. (SW,UM)	-	-	410,000	-	-	-	-	35,000	-	-	410,000	35,000
46 SW Storm Drainage Major Imp. (UM)	-	-	-	-	-	1,450,000	-	2,550,000	-	-	-	4,000,000
SUBTOTAL	\$ 2,258,900	\$ 223,100	\$ 3,116,000	\$ 420,000	\$ 10,504,811	\$ 12,954,492	\$ 1,495,000	\$ 3,920,000	\$ -	\$ 1,355,000	\$ 17,374,711	\$ 18,872,592
COMMUNITY DEVELOPMENT												
1 Parking Pay Stations (B)	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
2 First Street/ Town Common Parking (B)	100,000	-	-	-	-	-	-	-	-	-	100,000	-
3 Wayfinding - Phase II (UM)	-	150,000	-	-	-	-	-	-	-	-	-	150,000
4 West Greenville Acquisition (UM)	-	500,000	-	500,000	-	500,000	-	-	-	-	-	1,500,000
5 West Fifth Streetscape (UM)	-	1,200,000	-	-	-	-	-	-	-	-	-	1,200,000
6 Evans Gateway (B)	-	-	1,500,000	-	-	-	-	-	-	-	1,500,000	-
7 Dickinson Avenue Parking (UM)	-	-	-	275,000	-	-	-	-	-	-	-	275,000
8 Dickinson Avenue Streetscape (UM)	-	-	-	150,000	-	1,750,000	-	-	-	-	-	1,900,000
9 Uptown Theatre (UM)	-	-	-	-	-	3,000,000	-	-	-	-	-	3,000,000
10 Small Business Incubator (G, UM)	-	-	-	-	-	3,000,000	-	-	-	-	-	3,000,000
11 ACELA Permitting Software (UM)	-	-	-	-	-	225,000	-	-	-	-	-	225,000
SUBTOTAL	\$ 150,000	\$ 1,850,000	\$ 1,500,000	\$ 925,000	\$ 8,475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,650,000	\$ 11,250,000
LIBRARY												
1 Main Library Public Elevator (GF,UM)	\$ 26,666	\$ 13,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,666	\$ 13,334
2 Security Cameras (GF)	28,000	-	-	-	-	-	-	-	-	-	28,000	-
3 Carver Library Roof (GF)	-	-	62,800	-	-	-	-	-	-	-	62,800	-
4 SML South Basement (UM)	-	-	-	-	-	-	-	750,000	-	-	-	750,000
SUBTOTAL	\$ 54,666	\$ 13,334	\$ 62,800	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 117,466	\$ 763,334
CONVENTION & VISITORS AUTHORITY												
1 CVA Office Relocation (G)	\$ 80,000	\$ -	\$ 720,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000	\$ -
2 Convention Center Expansion (G)	60,000	-	3,940,000	-	-	-	-	-	-	-	4,000,000	-
SUBTOTAL	\$ 140,000	\$ -	\$ 4,660,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800,000	\$ -
VEHICLE REPLACEMENT FUND (VRF)												
Purchases (VRF)	\$ 2,159,967	\$ -	\$ 2,343,000	\$ -	\$ 2,300,000	\$ -	\$ 2,300,000	\$ -	\$ 2,300,000	\$ -	\$ 11,402,967	\$ -
SUBTOTAL	\$ 2,159,967	\$ -	\$ 2,343,000	\$ -	\$ 2,300,000	\$ -	\$ 2,300,000	\$ -	\$ 2,300,000	\$ -	\$ 11,402,967	\$ -
PROJECTS FULLY FUNDED BY JULY 1												
1 Emergency Operations Center											\$ 1,000,000	\$ -
2 South Tar River Greenway Pitt to Moye											1,184,511	-
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,184,511	\$ -
TOTAL MET / UNMET NEEDS	\$ 5,468,867	\$ 6,959,920	\$ 12,244,000	\$ 10,626,726	\$ 12,804,811	\$ 37,652,978	\$ 3,795,000	\$ 12,329,176	\$ 2,300,000	\$ 21,623,176	\$ 36,612,678	\$ 89,191,976

FUNDING SOURCE LEGEND

B - BONDS
 CPF - CAPITAL PROJECT FUND
 CR - CAPITAL RESERVE
 NCDOT - NC DEPARTMENT OF TRANSPORTATION
 PB - POWELL BILL
 SF - SANITATION FUND

*Funding outside 5-year CIP plan

Project has been revised since last City Council Retreat

SUMMARY OF CAPITAL IMPROVEMENT REQUESTS BY DEPARTMENTS

DRAFT

DEPARTMENT / PROJECT TITLE	BUDGET YEAR		PLAN YEAR		FUTURE CIP PLAN YEARS							
	2012-13		2013-14		2014 - 15		2015 - 16		2016 - 17		TOTAL	
	MET	UNMET	MET	UNMET	MET	UNMET	MET	UNMET	MET	UNMET	MET	UNMET

G - GRANTS
 GF - GENERAL FUND
 LP - LEASE PURCHASE
 SWF - STORMWATER FUND
 VRF - VEHICLE REPLACEMENT FUND

SUMMARY OF FUNDING SOURCES FOR CAPITAL IMPROVEMENT REQUESTS BY DEPARTMENTS

DRAFT

BUDGET YEAR
2012 - 2013

DEPARTMENT / PROJECT TITLE	UNMET	GF	PB	CR	B	G	SF	SWU	VRF	TOTAL
INFORMATION TECHNOLOGY										
1 Data Backup & Recovery	\$ 85,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,000
2 e-Government	25,000	33,000	-	-	-	-	-	-	-	58,000
3 City-Wide Network	35,000	70,000	-	-	-	-	-	-	-	105,000
4 LAN Telephone	21,526	48,474	-	-	-	-	-	-	-	70,000
5 Storage Area Network	143,000	36,000	-	-	-	-	-	-	-	179,000
6 Routing & Switching Upgrades	50,000	-	-	-	-	-	-	-	-	50,000
7 City-Wide Wireless	80,000	-	-	-	-	-	-	-	-	80,000
8 Video Surveillance	51,960	50,000	-	-	-	-	-	-	-	101,960
9 Video Conferencing	140,000	-	-	-	-	-	-	-	-	140,000
SUBTOTAL	\$ 631,486	\$ 267,474	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 898,960
FIRE/RESCUE										
2 New Traffic Light	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
5 F/R Headquarters Office Ren.	50,000	-	-	-	-	-	-	-	-	50,000
6 F/R Station No. 7	140,000	-	-	-	-	-	-	-	-	140,000
7 Emer. Traffic Signal Preemption	180,000	-	-	-	-	-	-	-	-	180,000
SUBTOTAL	\$ 370,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 470,000
FINANCIAL SERVICES										
1 ERP / Financial Management System	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000
SUBTOTAL	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000
RECREATION/PARKS										
1 Eppes Center Imp.	\$ 44,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,800
2 Park Services Maint. Shop Imp.	-	82,500	-	-	-	-	-	-	-	82,500
3 Drew Steele Center	258,000	-	-	-	-	-	-	-	-	258,000
4 So. Greenville Rec. Center Imp.	718,000	-	-	-	-	-	-	-	-	718,000
5 Aquatics & Fitness Center Imp.	91,500	12,000	-	-	-	-	-	-	-	103,500
6 H. Boyd Lee Center Imp.	235,000	-	-	-	-	-	-	-	-	235,000
7 Dream Park Development	250,000	-	-	-	-	-	-	-	-	250,000
8 Skid Steer Loader	48,000	-	-	-	-	-	-	-	-	48,000
9 Highway 43 Park Development	82,000	-	-	-	-	-	-	-	-	82,000
10 Outdoor Basketball Complex	650,000	-	-	-	-	-	-	-	-	650,000
11 ADA Access / Parking Control	47,250	38,750	-	-	-	-	-	-	-	86,000
12 South Tar River Greenway Parks	278,000	-	-	-	-	-	-	-	-	278,000
14 Playground Equipment	135,000	-	-	-	-	-	-	-	-	135,000
15 Beacher Replacement	-	49,610	-	-	-	-	-	-	-	49,610
16 Evans Park Imp.	-	65,000	-	-	-	-	-	-	-	65,000
17 Open Space Land Acquisition	100,000	-	-	-	-	-	-	-	-	100,000
RECREATION/PARKS (CONTINUED)										
18 Guy Smith Stadium & Pool Ren.	101,000	-	-	-	-	-	-	-	-	101,000
19 Eastside (Hwy 33) Park Dev.	348,000	-	-	-	-	-	-	-	-	348,000

SUMMARY OF FUNDING SOURCES FOR CAPITAL IMPROVEMENT REQUESTS BY DEPARTMENTS

DRAFT

BUDGET YEAR
2012 - 2013

DEPARTMENT / PROJECT TITLE	UNMET	GF	PB	CR	B	G	SF	SWU	VRF	TOTAL
20 Town Common	85,000	-	-	-	-	-	-	-	-	85,000
21 Bucket Truck	55,000	-	-	-	-	-	-	-	-	55,000
22 Parking Lot Imp.	97,450	-	-	-	-	-	-	-	-	97,450
23 Greenfield Terrace Imp.	188,000	-	-	-	-	-	-	-	-	188,000
24 Soccer Complex Imp.	48,000	-	-	-	-	-	-	-	-	48,000
25 Jaycee Park Imp.	12,000	-	-	-	-	-	-	-	-	12,000
SUBTOTAL	\$ 3,872,000	\$ 247,860	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,119,860
PUBLIC WORKS										
1 Public Works Yard Fence	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000
2 PW Assembly Room Roof	-	50,000	-	-	-	-	-	-	-	50,000
3 City Hall First Floor Modifications	35,000	-	-	-	-	-	-	-	-	35,000
6 Skid Steer Loader & Attachments	60,000	-	-	-	-	-	-	-	-	60,000
7 Green Mill Run Greenway	103,600	-	-	-	414,400	-	-	-	-	518,000
24 Powell Bill Mast Arm Replacement	-	-	100,000	-	-	-	-	-	-	100,000
25 Powell Bill Street Resurfacing	-	-	200,000	-	-	-	-	-	-	200,000
26 Powell Bill Sidewalk Construction	-	-	150,000	-	-	220,500	-	-	-	150,000
30 Transit Maintenance Lift	24,500	-	-	-	-	-	-	-	-	245,000
32 SAN Truck Upgrade	-	-	-	-	-	-	90,000	-	-	90,000
33 SAN Vehicle & Eq. Parking Area	-	-	-	-	-	-	180,000	-	-	180,000
36 SW Watershed Master Plans	-	-	-	-	-	-	-	423,000	-	423,000
37 SW Emergency Repairs	-	-	-	-	-	-	-	100,000	-	100,000
38 SW Stream Bank Stabilization	-	-	-	-	-	-	-	135,000	-	135,000
39 SW Stream Restoration	-	-	-	-	-	-	-	126,000	-	126,000
SUBTOTAL	\$ 223,100	\$ 120,000	\$ 450,000	\$ -	\$ 414,400	\$ 220,500	\$ 270,000	\$ 784,000	\$ -	\$ 2,482,000
COMMUNITY DEVELOPMENT										
1 Parking Pay Stations	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
2 First Street / Town Common Parking	-	-	-	-	100,000	-	-	-	-	100,000
3 Wayfinding - Phase II	150,000	-	-	-	-	-	-	-	-	150,000
4 West Greenville Acquisition	500,000	-	-	-	-	-	-	-	-	500,000
5 West Fifth Streetscape	1,200,000	-	-	-	-	-	-	-	-	1,200,000
SUBTOTAL	\$ 1,850,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
LIBRARY										
1 Main Library Public Elevator	\$ 13,334	\$ 26,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
2 Security Cameras	-	28,000	-	-	-	-	-	-	-	28,000
SUBTOTAL	\$ 13,334	\$ 54,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,000
CONVENTION & VISITORS BUREAU										
1 CVA Office Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ 80,000
2 Convention Center Expansion	-	-	-	-	-	60,000	-	-	-	60,000
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000	\$ -	\$ -	\$ -	\$ 140,000

SUMMARY OF FUNDING SOURCES FOR CAPITAL IMPROVEMENT REQUESTS BY DEPARTMENTS

DRAFT

BUDGET YEAR
2012 - 2013

DEPARTMENT / PROJECT TITLE	UNMET	GF	PB	CR	B	G	SF	SWU	VRF	TOTAL
VEHICLE REPLACEMENT FUND (VRF)										
Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,159,967	\$ 2,159,967
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,159,967	\$ 2,159,967
PROJECTS FULLY FUNDED BY JULY 1										
Emergency Operations Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
South Tar River Greenway Pitt to Moye	-	-	-	-	-	-	-	-	-	1,184,511
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,184,511
TOTAL MET / UNMET NEEDS	\$ 6,959,920	\$ 880,000	\$ 450,000	\$ -	\$ 564,400	\$ 360,500	\$ 270,000	\$ 784,000	\$ 2,159,967	\$ 14,613,298

B -	BONDS	NCDOT -	NC DEPARTMENT OF TRANSPORTATION
CR -	CAPITAL RESERVE	PB -	POWELL BILL
G -	GRANTS	SF	SANITATION FUND
GF -	GENERAL FUND	SWF -	STORMWATER FUND
LP -	LEASE PURCHASE	VRF -	VEHICLE REPLACEMENT FUND

SUMMARY OF FUNDING SOURCES FOR CAPITAL IMPROVEMENT REQUESTS BY DEPARTMENTS

DRAFT

BUDGET YEAR
2013 -2014

DEPARTMENT / PROJECT TITLE	UNMET	GF	PB	CR	B	G	SF	SWU	VRF	TOTAL
INFORMATION TECHNOLOGY										
1 Data Backup & Recovery	\$ -	\$ 80,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,500
2 e-Government	100,000	-	-	-	-	-	-	-	-	100,000
3 City-Wide Network	70,000	-	-	-	-	-	-	-	-	70,000
4 LAN Telephone	1,050	24,950	-	-	-	-	-	-	-	26,000
5 Storage Area Network	36,000	40,000	-	-	-	-	-	-	-	76,000
6 Routing & Switching Upgrades	37,000	38,000	-	-	-	-	-	-	-	75,000
7 City-Wide Wireless	40,000	40,000	-	-	-	-	-	-	-	80,000
8 Video Surveillance	11,176	50,000	-	-	-	-	-	-	-	61,176
9 Video Conferencing	50,000	-	-	-	-	-	-	-	-	50,000
SUBTOTAL	\$ 345,226	\$ 273,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 618,676
FIRE/RESCUE										
3 F/R St. No. 3 Emergency Generator	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,000
4 F/R Station No. 3 Parking Lot Repair	80,000	100,000	-	-	-	-	-	-	-	180,000
6 F/R Station No. 7	3,400,000	-	-	-	-	-	-	-	-	3,400,000
7 Emer. Traffic Signal Preemption	220,000	-	-	-	-	-	-	-	-	220,000
SUBTOTAL	\$ 3,700,000	\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,870,000
FINANCIAL SERVICES										
1 Financial Management System	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000
SUBTOTAL	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000
RECREATION/PARKS										
2 Park Services Maint. Shop Imp.	\$ 520,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 520,000
3 Drew Steele Center	220,000	-	-	-	-	-	-	-	-	220,000
4 So. Greenville Rec. Center Imp.	165,000	-	-	-	-	-	-	-	-	165,000
5 Aquatics & Fitness Center Imp.	435,000	-	-	-	-	-	-	-	-	435,000
6 H. Boyd Lee Center Imp.	45,750	-	-	-	-	-	-	-	-	45,750
9 Highway 43 Park Development	94,000	-	-	-	-	-	-	-	-	94,000
11 ADA Access / Parking Control	37,250	38,750	-	-	-	-	-	-	-	76,000
13 Door & Key Standardization	-	35,000	-	-	-	-	-	-	-	35,000
14 Playground Equipment	100,000	-	-	-	-	-	-	-	-	100,000
16 Evans Park Imp.	-	45,000	-	-	-	-	-	-	-	45,000
17 Open Space Land Acquisition	100,000	-	-	-	-	-	-	-	-	100,000
18 Guy Smith Stadium & Pool Ren.	325,000	-	-	-	-	-	-	-	-	325,000
19 Eastside (Hwy 33) Park Dev.	475,000	-	-	-	-	-	-	-	-	475,000
20 Town Common	1,555,000	-	-	-	-	-	-	-	-	1,555,000
22 Parking Lot Imp.	75,000	-	-	-	-	-	-	-	-	75,000
23 Greenfield Terrace Imp.	285,000	-	-	-	-	-	-	-	-	285,000
24 Soccer Complex Imp.	157,500	-	-	-	-	-	-	-	-	157,500
SUBTOTAL	65,000	-	-	-	-	-	-	-	-	65,000

SUMMARY OF FUNDING SOURCES FOR CAPITAL IMPROVEMENT REQUESTS BY DEPARTMENTS

DRAFT

BUDGET YEAR
2013 -2014

DEPARTMENT / PROJECT TITLE	UNMET	GF	PB	CR	B	G	SF	SWU	VRF	TOTAL
26 Tennis Court Ren.	78,000	-	-	-	-	-	-	-	-	78,000
27 Roof Imp.	100,000	-	-	-	-	-	-	-	-	100,000
28 River Park North Imp.	115,000	-	-	-	-	-	-	-	-	115,000
29 Off-Leash Dog Area Lighting	44,000	-	-	-	-	-	-	-	-	44,000
30 New Community Pool	85,000	-	-	-	-	-	-	-	-	85,000
SUBTOTAL	\$ 5,076,500	\$ 118,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,195,250
PUBLIC WORKS										
8 Hooker Road Warehouse Shelving	-	\$ 100,000	-	-	-	-	-	-	-	\$ 100,000
9 PW Assembly Room Bathroom Ren.	-	50,000	-	-	-	-	-	-	-	50,000
10 Fleet Management Software	175,000	-	-	-	-	-	-	-	-	175,000
11 Traffic Light Software	-	-	75,000	-	-	75,000	-	-	-	150,000
12 Fleet Maint. Bldg Interior Paint	-	65,000	-	-	-	-	-	-	-	65,000
25 Powell Bill Street Resurfacing	-	-	225,000	-	-	-	-	-	-	225,000
27 Powell Bill Traffic Calming	-	-	15,000	-	-	-	-	-	-	15,000
28 Powell Bill 9th Street Rehabilitation	-	-	115,000	-	-	-	-	-	-	115,000
31 Transit Buses	95,000	-	-	-	-	855,000	-	-	-	950,000
34 SAN Auto. Refuse Loader	-	-	-	-	-	-	175,000	-	-	175,000
36 SW Watershed Master Plans	-	-	-	-	-	-	-	345,000	-	345,000
37 SW Emergency Repairs	-	-	-	-	-	-	-	100,000	-	100,000
38 SW Stream Bank Stabilization	-	-	-	-	-	-	-	135,000	-	135,000
39 SW Stream Restoration	-	-	-	-	-	-	-	126,000	-	126,000
40 SW Pollution Prevention Plan	150,000	-	-	-	-	-	-	250,000	-	400,000
41 SW Storm Drainage Minor Imp.	-	-	-	-	-	-	-	410,000	-	410,000
SUBTOTAL	\$ 420,000	\$ 215,000	\$ 430,000	\$ -	\$ -	\$ 930,000	\$ 175,000	\$ 1,366,000	\$ -	\$ 3,536,000
COMMUNITY DEVELOPMENT										
4 West Greenville Acquisition	\$ 500,000	-	-	-	-	-	-	-	-	\$ 500,000
6 Evans Gateway	-	-	-	-	1,500,000	-	-	-	-	1,500,000
7 Dickinson Avenue Parking	275,000	-	-	-	-	-	-	-	-	275,000
8 Dickinson Avenue Streetscape	150,000	-	-	-	-	-	-	-	-	150,000
SUBTOTAL	\$ 925,000	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,425,000
LIBRARY										
3 Carver Library Roof	\$ -	\$ 62,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,800
SUBTOTAL	\$ -	\$ 62,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,800
CONVENTION & VISITORS BUREAU										
1 CVA Office Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720,000	\$ -	\$ -	\$ -	\$ 720,000
2 Convention Center Expansion	-	-	-	-	-	3,940,000	-	-	-	3,940,000
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,660,000	\$ -	\$ -	\$ -	\$ 4,660,000
VEHICLE REPLACEMENT FUND (VRF)										

SUMMARY OF FUNDING SOURCES FOR CAPITAL IMPROVEMENT REQUESTS BY DEPARTMENTS

DRAFT

BUDGET YEAR
2013 -2014

DEPARTMENT / PROJECT TITLE	UNMET	GF	PB	CR	B	G	SF	SWU	VRF	TOTAL
Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,343,000	\$ 2,343,000
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,343,000	\$ 2,343,000
TOTAL MET / UNMET NEEDS	\$ 10,626,726	\$ 840,000	\$ 430,000	\$ -	\$ 1,500,000	\$ 5,590,000	\$ 175,000	\$ 1,366,000	\$ 2,343,000	\$ 22,870,726

B -	BONDS	NCDOT -	NC DEPARTMENT OF TRANSPORTATION
CR -	CAPITAL RESERVE	PB -	POWELL BILL
G -	GRANTS	SF	SANITATION FUND
GF -	GENERAL FUND	SWF -	STORMWATER FUND
LP -	LEASE PURCHASE	VRF -	VEHICLE REPLACEMENT FUND



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Budget ordinance amendment #8 to the 2011-2012 City of Greenville budget (Ordinance #11-038), amendments to the Emergency Operations Center Capital Project Fund (Ordinance #11-056.2) and the Drew Steele Center Capital Project Fund (Ordinance #09-42), and revised Capital Reserve Fund Ordinance and Designation detail

Explanation: Attached is an amendment to the 2011-2012 budget ordinance for consideration at the March 5, 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 funds received from recreation program participants to pay for their older adult travel expenses (Total - \$81,005).

B To transfer Brownlea Drive Project funds and CSX Railroad Switching Yard Project funds from the Capital Reserve Fund to the General Fund (Total - \$256,938).

C To appropriate additional funds needed to complete the Drew Steele Center. This additional funding is allocated from the General Fund's 2011 end of fiscal year calculation for Capital Reserve that was not transferred and unallocated (Total - \$120,000).

D To appropriate funds to establish the Dream Park. This funding is allocated from the General Fund's 2011 end of fiscal year calculation for Capital Reserve that was not transferred and unallocated. Recreation and Parks is currently awaiting approval of a PARTF grant to fund an additional \$250,000 on this project (Total - \$534,900).

E To appropriate additional funds needed for the Emergency Operations Center. This funding is allocated from the General Fund's 2011 end of fiscal year calculation for Capital Reserve that was not transferred and unallocated (Total - \$200,000).

F To appropriate additional funds needed to complete the renovations at the Eppes Center (Total -\$250,000).

G To appropriate Contingency funds for the closure of Skinner and Smith Streets for improvements. This appropriation was authorized during the February 20, 2012, City Council meeting (Total -\$5,094).

Also attached is the updated Capital Reserve Fund Ordinance and the Capital Reserve Fund designation detail that shows all activity that has occurred within the fund since the November 14, 2011, City Council meeting.

Fiscal Note:

The budget ordinance amendments affect the following funds: increase General Fund by \$1,185,805; increase Emergency Operations Center Capital Project Fund by \$200,000; increase Drew Steele Center Capital Project Fund by \$120,000 and reduce the Capital Reserve Fund designations by \$256,938:

<u>Fund Name</u>	<u>Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 3.05.2012</u>
General	\$ 78,877,659	\$ 1,185,805	\$ 80,063,464
Emergency Operations Center Capital Project Fund	\$ 800,000	\$ 200,000	\$ 1,000,000
Drew Steele Center Capital Project Fund	\$ 1,347,349	\$ 120,000	\$ 1,467,349
Capital Reserve Fund	\$ 137,191	\$ 256,938	\$ 394,129

Recommendation:

Approve the budget ordinance amendment #8 to the 2011-2012 City of Greenville budget (Ordinance #11-038), amendments to the Emergency Operations Center Capital Project Fund (Ordinance #11-156.2) and the Drew Steele Center Capital Project Fund (Ordinance #09-42), and the revised Capital Reserve Fund Ordinance and Designation detail.

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

Attachments / [click to download](#)

- [Budget Amendment FY 2011 2012 902782](#)
 - [Update to Capital Reserve Fund Ordinance 612543](#)
 - [Capital Reserve Designations 606168](#)
-

ORDINANCE NO. -
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#8) Amending the 2011-2012 Budget (Ordinance No. 11-038) and amendments
to the Emergency Operations Center Capital Project Fund (Ordinance No. 11-056.2) and the
Drew Steele Center Capital Project Fund (Ordinance No. 09-42)

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		#8 Amended 3/5/12	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	A	81,005	1,048,492		3,197,505
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		-	36,500		332,141
Interest on Investments	1,884,450		-	-		1,884,450
Transfers In GUC	4,986,085		-	-		4,986,085
Other Financing Sources	1,062,537	B	256,938	874,129		1,936,666
Appropriated Fund Balance	3,079,408	(-B),C,D,E,F	847,962	2,814,814		5,894,222
TOTAL REVENUES	\$ 75,389,627		\$ 1,185,905	\$ 4,673,935		\$ 80,063,562

APPROPRIATIONS

Mayor/City Council	\$ 431,749		\$ -	\$ -		\$ 431,749
City Manager	1,116,824		-	77,130		1,193,954
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	A	81,005	169,594		6,504,517
Police	22,536,036		-	679,455		23,215,491
Public Works	9,191,935	G	5,094	133,594		9,325,529
Community Development	1,730,350		-	182,710		1,913,060
OPEB	250,000		-	-		250,000
Contingency	150,000	G	(5,094)	(61,567)		88,433
Indirect Cost Reimbursement	(601,354)		-	-		(601,354)
Capital Improvements	6,347,428	D,F	784,900	2,494,969		8,842,397
Total Appropriations	\$ 69,419,176		\$ 865,905	\$ 3,795,412		\$ 73,214,588

OTHER FINANCING SOURCES

Debt Service	\$ 4,209,487		\$ -	\$ -		\$ 4,209,487
Transfers to Other Funds	1,760,964	C,E	320,000	878,525		2,639,489
	\$ 5,970,451		\$ 320,000	\$ 878,525		\$ 6,848,976

TOTAL APPROPRIATIONS \$ 75,389,627 \$ 1,185,905 \$ 4,673,937 \$ 80,063,564

Section II: 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		#8 Amended 3/5/12	Total Amendments		Amended 2011-2012 Budget
ESTIMATED REVENUES						
Appropriated Fund Balance	\$ 200,000	B	\$ 256,938	\$ 194,129		\$ 394,129
TOTAL REVENUES	\$ 200,000		\$ 256,938	\$ 194,129		\$ 394,129

APPROPRIATIONS

Transfer to General Fund	\$ 200,000	B	\$ 256,938	\$ 194,129	\$ 394,129
Total Expenditures	\$ 200,000		\$ 256,938	\$ 194,129	\$ 394,129

TOTAL APPROPRIATIONS \$ 200,000 \$ 256,938 \$ 194,129 \$ 394,129

Section III.: Estimated Revenues and Appropriations **Emergency Operations Center Capital Project Fund**, of Ordinance 11-056.2, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 3/5/12	Total Amendments	Amended Budget
ESTIMATED REVENUES					
Special Fed/State/Loc Grant	\$ 600,000		\$ -	\$ -	\$ 600,000
Transfer from General Fund	200,000	E	200,000	200,000	400,000
TOTAL REVENUES	\$ 800,000	\$ -	\$ 200,000	\$ 200,000	\$ 1,000,000

APPROPRIATIONS

Capital Outlay	\$ 800,000	E	\$ 200,000	\$ 200,000	\$ 1,000,000
Total Expenditures	\$ 800,000		\$ 200,000	\$ 200,000	\$ 1,000,000

TOTAL APPROPRIATIONS \$ 800,000 \$ - \$ 200,000 \$ 200,000 \$ 1,000,000

Section IV.: Estimated Revenues and Appropriations. **Drew Steele Center Capital Project Fund**, of Ordinance 09-42, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2011-2012 BUDGET		Amended 3/5/12	Total Amendments	Amended 2011-2012 Budget
ESTIMATED REVENUES					
Special Fed/State/Loc Grant	\$ 500,000		\$ -	\$ -	\$ 500,000
Donations	500,000		-	-	500,000
Transfer from General Fund	347,349	C	120,000	120,000	467,349
TOTAL REVENUES	\$ 1,347,349	\$ -	\$ 120,000	\$ 120,000	\$ 1,467,349

APPROPRIATIONS

Contingency	\$ 43,869		\$ -	\$ -	\$ 43,869
Construction	1,036,849	C	120,000	120,000	1,156,849
Engineering	78,751		-	-	78,751
Demolition	187,880		-	-	187,880
Total Expenditures	\$ 1,347,349		\$ 120,000	\$ 120,000	\$ 1,467,349

TOTAL APPROPRIATIONS \$ 1,347,349 \$ 120,000 \$ 120,000 \$ 1,467,349

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 5th day of March, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 12-____
AN ORDINANCE AMENDING THE CAPITAL RESERVE FUND
FOR THE CITY OF GREENVILLE

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

Section I. The Capital Reserve Fund is amended as follows:

<u>Amount</u>	<u>Sources of Monies</u>	<u>Purpose</u>	<u>Accumulation Period</u>
\$ 1,779,565	General Fund	Parking Deck	5 years
122,059	General Fund	Transportation	10 years
122,153	General Fund	Open Space for Land Banking	5 years
<u>\$2,023,777</u>			

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

Section III. This ordinance will become effective upon its adoption.

Adopted this 5th day of March, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Capital Reserve Fund - Detail of Changes in Designations - March 5, 2012

Purpose	Designations		Proposed Designations March 5, 2012
	November 14, 2011	Increase	
Parking Deck	\$ 1,779,565	\$ -	\$ 1,779,565
Transportation			
Sidewalk Construction - DOT projects	\$ 259,250	-	\$ (137,191)
Brownlea Drive Ext. Phase II	245,195	-	(245,195)
Subtotal Transportation	\$ 504,445		\$ 122,059
CSX Railroad Switching Yard	\$ 11,743	-	\$ (11,743)
Open Space for Land Banking	\$ 122,153	-	\$ 122,153
Total	\$ 2,417,906	\$ -	\$ 2,023,777

A Funds transferred for the NC43 Sidewalk project. Approved at the January 9, 2012 City Council Meeting
B Funds transferred to General Fund due to no further activity on Brownlea Drive Project nor the CSX Railroad Switching Yard Project. Transfers are proposed at the March 5, 2012 City Council Meeting

#606168 v10



City of Greenville, North Carolina

Meeting Date: 3/5/2012
Time: 6:00 PM

Title of Item: Amendment of Policy on Mayor and Council Members Adding an Agenda Item

Explanation: Council Member Calvin Mercer requested that an item be placed on the agenda to consider an amendment to the Policy on Mayor and Council Members Adding an Agenda Item (copy attached) that would require unanimous consent to add a non-emergency item to a City Council meeting agenda on the night of the meeting.

Fiscal Note: No direct cost to discuss the proposed amendment.

Recommendation: Discuss and consider an amendment to the Policy on Mayor and Council Members Adding an Agenda Item that would require unanimous consent to add a non-emergency item to a City Council meeting agenda on the night of the meeting.

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[POLICY_ON_MAYOR_AND_COUNCIL_MEMBERS_ADDING_AN_AGENDA_ITEM_891108](#)

**POLICY ON MAYOR AND COUNCIL MEMBERS ADDING AN AGENDA ITEM
APPROVED BY CITY COUNCIL ON MARCH 3, 2011**

An item will be added to the agenda of a City Council meeting at the request of the Mayor or a Council Member when the Mayor or Council Member submits to the City Manager a written request to have the item added to the agenda no later than noon on the Friday prior to the Wednesday when agenda material is scheduled to be distributed to the Mayor and Council Members for the meeting which the item is to be on the agenda. The written request will contain sufficient information to ensure that the request is accurately reflected in the agenda material distributed to the other members of City Council. A written request may be in the form of an email sent to the City Manager.

An item will also be added to an agenda of a City Council meeting at the request of the Mayor or a Council Member when City Council votes at a City Council meeting to have the item added to the agenda. Unless the item requires action prior to the date of the next scheduled meeting, the item will be added to an agenda for a future meeting rather than the same meeting at which the request to have the item added to the agenda is made. A majority vote of the members present and not excused from voting shall be required to add the item to the agenda for a future meeting. A two-thirds vote of the members present and not excused from voting shall be required to add the item to the agenda at the same meeting.