



Agenda

Greenville City Council

September 9, 2010
7:00 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 - Mayor Pro-Tem Kittrell

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

- Presentation by the Eastern North Carolina Center for Independent Living
- Recognition and Presentation of Lead Worker Training Completion Certificates
- Recognition of Bradford Creek Public Golf Course's Junior Golf Team
- Association of Public Treasurers of the United States & Canada Certificate of Excellence Award
- Government Finance Officer Association's Certificate of Achievement

VII. Appointments

1. Appointments to boards and commissions
2. Appointment to the Special Task Force on Public Safety

VIII. Consent Agenda

3. Minutes from the May 24, June 7, and June 10, 2010 City Council meetings
4. Contract award for site planning, design, and contract administration of the Multi-Family Recycling Center Project
5. Contract award for the Watershed Inventory and Master Plan – Pilot Study
6. Budget ordinance amendment #2 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57)
7. Tax refund
8. Report on bids awarded

IX. Old Business

9. Amendment to the Board and Commission Policy

X. New Business

Public Hearings

10. Resolution to close portions of Pennsylvania Avenue and Jones Street
11. Approve the submission of the Consolidated Annual Performance and Evaluation Report

Public Comment Period

- The Public Comment Period is a period reserved for comments by the public. Items that were the subject of a public hearing at this meeting 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.

Other Items of Business

12. Presentations by boards and commissions
 - a. Police Community Relations Committee
13. Financial audit for the fiscal year ended June 30, 2010

14. Contract award for construction of an elevator addition to the Lucille W. Gorham Intergenerational Center's Lessie Bass Building
15. Ordinance repealing Section 7-3-5 of the City Code relating to the process for employment of the Director of Recreation and Parks
16. Appointment to Joint Pay and Benefits Committee
17. Private business trespass agreements enforced by the Police Department
18. Funds spent for police officers to patrol the Uptown area

XI. Comments from Mayor and City Council

XII. City Manager's Report

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Appointments to boards and commissions

Explanation: City Council appointments or reappointments need to be made to the Board of Adjustment, Human Relations Council, Pitt-Greenville Convention and Visitors Authority, and Youth Council.

Fiscal Note: No fiscal impact.

Recommendation: Make appointments or reappointments to the Board of Adjustment, Human Relations Council, Pitt-Greenville Convention and Visitors Authority, and Youth Council.

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[Appointments To Boards and Commissions City Council Meetings Agenda Deadline Material 138519](#)

Appointments to Boards and Commissions

September 9, 2010

Board of Adjustment

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Available Slot (Alternate #3)		First term	Eligible	June 2013

Human Relations Council

Council Liaison: Council Member Max Joyner, Jr.

Name	District #	Current Term	Reappointment Status	Expiration Date
Ann Marie Alderman	5	Filling unexpired term	Resigned	September 2010
Kimberly Boyd-Mohammad	5	Filling unexpired term	Resigned	September 2011
Martha Brown	1	Filling unexpired term	Eligible	September 2010
Manolita Buck	5	Second term	Ineligible	September 2010
Janette Cox	3	Filling unexpired term	Eligible	September 2010
Byung Lee	5	Filling unexpired term	Eligible	September 2010

Pitt-Greenville Convention and Visitors Authority

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
James Streeter (3) (City)	2	Second term	Ineligible	July 2010

(3) Residents not involved in tourist or convention-related business

Youth Council

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Ajay Ajmera	2	Not Applicable	Eligible	September 2010
Karen-Nia Edmonds	County	Not Applicable	Did not meet attendance requirements	September 2010
Sue Forrest	County	Not Applicable	Eligible	September 2010
Tawanna Franklin	County	Not Applicable	Eligible	September 2010
Romeo Garcia	2	Not Applicable	Eligible	September 2010
Christine Hong	5	Not Applicable	Eligible	September 2010
Brittany Murphy	County	Not Applicable	Eligible	September 2010
Lorenzo Person	2	Not Applicable	Eligible	September 2010
La'Quon Rogers	County	Not Applicable	Eligible	September 2010
Anassa Thompson	1	Not Applicable	Eligible	September 2010
Urban Turnage	County	Not Applicable	Eligible	September 2010
Joseph Wobbleton	County	Not Applicable	Eligible	September 2010
Available Slots (12)		Not Applicable	Eligible	September 2011

Applicants for Board of Adjustment

Minnie Anderson
200 Rollins Drive #25
Greenville, NC 27858

District #: 2

Application Date: 8/12/2010

Home Phone: (252) 347-3234

Business Phone:

Email: minni789@aol.com

Nathan Frank
4001 Lyme Court
Greenville, NC 27834

District #: 5

Application Date: 7/2/2010

Home Phone: (252) 321-9730

Business Phone: (615) 504-1933

Email: ncfrank@embarqmail.com

Jeremy Jordan
707 West 4th Street
Greenville, NC 27834

District #: 1

Application Date: 6/25/2009

Home Phone: (252) 341-3066

Business Phone: (252) 328-9388

Email: jtjgvle@aol.com

Jackie Parker
3709 Live Oak Lane
Greenville, NC 27858

District #: 5

Application Date: 7/8/2010

Home Phone:

Business Phone:

Email: mrjparker@aol.com

Deryck Steven Wilson
1203 Franklin Drive
Greenville, NC 27858

District #: 3

Application Date: 11/7/2008

Home Phone: (252) 714-5950

Business Phone: (252) 321-5200

Email: deryckwilson@topproducer.com

Applicants for Human Relations Council

Gloria Brewington-Person
1005 Cortland Road
Greenville, NC 27834

District #: 2

Application Date: 10/1/2009

Home Phone: (252) 321-3227
Business Phone: (252) 752-5938
Email: personakiem@aol.com

Brian Brown
2237 Penncross Drive
Greenville, NC 27834

District #: 5

Application Date: 9/11/2009

Home Phone: (252) 367-5831
Business Phone: (252) 353-7379
Email: bbrown@myrepexpress.com

Emily Carter
113 Avon Lane
Greenville, NC 27858

District #: 4

Application Date: 1/15/2010

Home Phone: (919) 356-6687
Business Phone: (252) 758-5551
Email: ecarter@studenthousing.com

Ronnie Christian
2608 Mulberry Lane
Greenville, NC 27858

District #: 5

Application Date: 7/2/2008

Home Phone: (252) 561-5405
Business Phone: (252) 321-4601
Email: rchristian@email.pittcc.edu

Ann Eleanor
102 Lindenwood Drive
Greenville, NC 27834

District #: 5

Application Date: 2/10/2009

Home Phone: (252) 848-4257
Business Phone:
Email: aeleonor@suddenlink.net

Eric Foushee
4113 Dublin Road
Winterville, NC 28590

District #: 5

Application Date: 4/14/2010

Home Phone: (252) 902-7286
Business Phone: (252) 758-6555
Email: efoushee@anewhorizon1.com

Human Relations Council (continued)

Angel Mondragon

104 Sloan Drive

Greenville, NC 27858

District #: 3

Application Date: 5/10/2010

Home Phone: (252) 623-9229

Business Phone:

Email: ajm201979@yahoo.com

Brittney Partridge

925 Spring Forest Road, Apt. 9

Greenville, NC 27834

District #: 1

Application Date: 7/15/2010

Home Phone: (252) 489-8390

Business Phone:

Email: partridge606@students.ecu.edu

Franchine Philpot Pena

1406 Dickinson Avenue

Greenville, NC 27834

District #: 2

Application Date: 7/19/2010

Home Phone: (252) 754-8215

Business Phone: (252) 551-6132

Email: fppena@yahoo.com

Corey Rhodes

3911 Sterling Pointe Drive,

Winterville, NC 28590

District #: 5

Application Date: 2/11/2009

Home Phone: (252) 916-4523

Business Phone: (252) 916-4523

Email: coreyrhodes@hotmail.com

Applicants for Pitt-Greenville Convention and Visitors Authority (City of Greenville)

Brian Brown
2237 Penncross Drive
Greenville, NC 27834
District #: 5

Application Date: 9/11/2009
Occupation: President/CEO, Rep Express, LLC
Home Phone: (252) 367-5831
Business Phone: (252) 353-7379
Email: bbrown@myrepexpress.com

Emily Carter
113 Avon Lane
Greenville, NC 27858
District #: 4

Application Date: 1/15/2010
Occupation: General Manager, American Campus Communities
Home Phone: (919) 356-6687
Business Phone: (252) 758-5551
Email: ecarter@studenthousing.com

Vondia Clary-Huff
1055 Waterford Commons
Greenville, NC 27834
District #: 1

Application Date: 11/10/2008
Occupation: General Manager, Candlewood Suites
Home Phone: (252) 341-6667
Business Phone: (252) 317-3000
Email: v_claryhuff@yahoo.com

Charles H. Farley
206 Oxford Road
Greenville, NC 27858
District #: 4

Application Date: 2/12/2009
Occupation: Electrical Engineer, Voice of America
Home Phone: (252) 355-6474
Business Phone: (252) 752-7181
Email: privatepilot@earthlink.net

Carlton Floyd
104 East Catawba Road
Greenville, NC 27834
District #: 1

Application Date: 7/25/2008
Occupation: Retired Teacher, Pitt County Schools
Home Phone: (252) 757-3302
Business Phone: (252) 258-1312
Email: cfloydnc2004@yahoo.com

Earnestine B. Haselrig
1100 Fairfax Avenue
Greenville, NC 27834
District #: 1

Application Date: 3/11/2010
Occupation: Retired
Home Phone: (252) 758-4545
Business Phone:
Email:

Pitt-Greenville Convention and Visitors Authority (continued)

Jeffrey Johnson
2008 Pinecrest Drive
Greenville, NC 27858
District #: 4

Application Date: 2/12/2009
Occupation: Owner, 4 C's Group, Inc.
Home Phone: (252) 355-0644
Business Phone: (704) 968-1051
Email: jsjkey@gmail.com

Terry King
1310 Thomas Langston Rd. #7
Winterville, NC 28590
District #: 5

Application Date: 2/18/2009
Occupation: Unemployed – Workforce Reduction
Home Phone: (252) 321-6996
Business Phone:
Email: terryeu2@aol.com

Corey Rhodes
3911 Sterling Pointe Dr., #600
Winterville, NC 28590
District #: 5

Application Date: 2/11/2009
Occupation: Rhodes Learning Group
Home Phone: (252) 916-4523
Business Phone: (252) 916-4523
Email: coreyrhodes@hotmail.com

Ray M. Spears
3609 Prestwick Place
Greenville, NC 27834
District #: 1

Application Date: 9/18/2009
Occupation: Retired
Home Phone: (252) 364-2565
Business Phone:
Email: rayspears@live.com

Richard A. Weir
2074-3 Old Fire Tower Road
Greenville, NC 27858
District #: 5

Application Date: 10/10/2008
Occupation: Night Manager, Travelodge of Greenville
Home Phone: (252) 531-8817
Business Phone: (252) 355-5699
Email: raw0301@gmail.com

Applicants for Youth Council

NONE



City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Appointment to the Special Task Force on Public Safety

Explanation: At the January 14, 2010 City Council meeting, each Council Member appointed a member to serve on the Special Task Force on Public Safety. Council Member Smith appointed Mr. Alton Woods who is no longer able to serve on this task force; therefore, a replacement needs to be made.

Fiscal Note: No direct cost.

Recommendation: Council Member Smith make an appointment replacing Mr. Woods on the Task Force on Public Safety.

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City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

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- Title of Item:** Minutes from the May 24, June 7, and June 10, 2010 City Council meetings
- Explanation:** Proposed minutes from the May 24, June 7, and June 10, 2010 City Council meetings are ready for consideration by the City Council
- Fiscal Note:** No direct cost
- Recommendation:** Review and consider approval of minutes from the May 24, June 7, and June 10, 2010 City Council meetings
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MINUTES ADOPTED BY CITY COUNCIL

Greenville, NC
May 24, 2010

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 Patricia C. Dunn presiding. The meeting was called to order, followed by the invocation by Girl Scout Troop 125, who also led the pledge of allegiance to the flag. The following were present.

Mayor Patricia C. Dunn
Mayor Pro-Tem J. Bryant Kittrell III
Council Member Rose H. Glover
Council Member Max R. Joyner, Jr.
Council Member Kandie Smith
Council Member Calvin R. Mercer
Council Member Marion Blackburn
Wayne Bowers, City Manager
Patricia A. Sugg, Interim City Clerk
David A. Holec, City Attorney

APPROVAL OF AGENDA

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

NEW BUSINESS

PROPOSED 2010-2011 BUDGET AND 2011-2012 FINANCIAL PLAN

City Manager Wayne Bowers informed the City Council that this meeting is a continuation of the budget schedule that began several months ago. Staff gave a preview of the budget in April 2010. As it does every two years, staff has prepared a two-year budget which includes a financial plan for the second year. City Manager Bowers stated he would go over the budget to advise Council of any changes in the budget since May 10 when it was presented; go over the General Fund Revenue items, General Fund Expense items; talk about Capital Improvements, Sanitation Fund, Bradford Creek Fund; and go over the remaining budget schedule for the remainder of this budget cycle.

The one change that staff had was the Housing Fund that City Council approved for the Federal Mandated CDBG Home programs. There were some adjustments that needed to be made which do not impact the General Fund, but the final budget document will be in compliance with the Federal Plan that Council agreed upon. The other budget figures are the same and any changes made tonight will be incorporated. Changes can still be made next month after the public hearing, or at the final adoption.

Looking at General Fund Revenues, the City's largest revenue source is property tax. Staff is recommending continuation of the 52 cent rate, which compares favorably to cities of similar size (+/- 10,000) to Greenville's population. Those cities include Asheville, Concord, Jacksonville and Gastonia.

Looking at other fees in comparison to those same cities, Greenville charges a sanitation fee of \$9.64 monthly while Jacksonville charges \$5.00. Asheville, Concord and Gastonia do not charge a fee, although there are some qualifiers such as a limitation on the number of carts (Asheville charges \$3.80 monthly for more than one). Additionally, Asheville and Gastonia charge \$2.95 and \$2.00 per month respectively for recycling.

A detailed report on storm water fees was provided. Greenville's fee is \$5.70 monthly. Asheville charges \$2.34, Concord charges \$3.30, Gastonia charges \$2.75, and Jacksonville charges \$4.00. Not everyone provides the same level of service. For example, Asheville and Concord only handle storm water within the City's right of way. Mr. Bowers encouraged the Council to look at the entire report.

City Manager Bowers stated that sales tax is the number two revenue source. The figures that Council saw before were the February decline after it looked like sales tax was starting to rise. There were two months of small increases and then in February there was a significant decrease which was discussed with the County. There was an effort to rectify the situation by correcting what appeared to be a significant error in a refund. Staff still hopes to have that resolved. This information was given at the last Council meeting in March, which saw a 9% increase. This would call for a celebration except the February figure is still out there. Staff has been told that this mistake will be corrected but staff has not seen the figures. The state has been working on the figures, which are expected before the final vote on the budget in early June.

City Manager Bowers discussed the possibility of making a change in business license and privilege license fees. He reminded Council the budget is based on the current business license fee schedule.

The City has issued 5,590 business licenses in the current year and a number of those only pay on gross receipts. State law says that a municipality's fee is based on gross receipts unless otherwise provided. There were 1,583 businesses which were paying on gross receipts. Some businesses reported their actual sales, while others said they were at the maximum and would pay the \$2,000. If the City increased the cap by \$500 each year for the next 4 years, 35 businesses would still be paying the maximum. As indicated, this money was not put in the budget, but was shown to give everyone an idea of the impact on revenue that could be expected from raising the cap.

Like Greenville, Raleigh and Charlotte both have a \$50.00 minimum; however, Charlotte has a \$10,000 cap and Raleigh has a \$20,000 cap, while Greenville's cap is \$2,000. Asheville, Durham and Wilmington have varying caps based on the type of business, but are comparable to Greenville in their 50 cents per \$1,000 in sales. Kinston, Wilson, Winterville and Rocky Mount collect on a flat rate, which is not based on business sales data.

City Manager Bowers stated currently the City's cap applies when sales are at least \$3,925,000. If a business has that much in sales, they would pay \$2,000. If the business has 10 times that amount of sales, \$39 million, they still pay \$2,000. Some cities have removed their caps as a means to keep up a revenue source and keep up with the fact that expenses generally go up each year. The question is, which approach does Council feel is more equitable?

On the expense side, the state retirement contribution is increasing to 6.35% for the coming year, and that increase is in the budget. They are projecting another increase for FY 2011-2012 to 7.55%. If that occurs, the impact on the City's General Fund will be \$378,797. The increase will also impact the City's other funds so that the total impact for Greenville is \$451,522. Much will go into whether this second increase becomes reality. Part is the return on the investments and changes in the stock market. The state has appointed a group to report to the Legislature next year on whether there should be changes in the state retirement systems for both state and local government employees.

City Manager Bowers stated there had been a significant increase in police overtime, partly due to coverage for vacant positions. There is a savings associated with the vacancies and that savings usually makes up for the excess overtime. This year it will be tougher because the City increased staffing in the downtown area, and Council has seen in the earlier reports the difference between projections for this year and prior years. Staff is not recommending a budget adjustment, but wants Council to recognize this as an issue and concern. Staff is looking at ways to reduce the cost while creating a safer environment.

As Council directed, the City Manager met with the Chief of Police, the City Attorney, and representatives of the downtown clubs within the last two weeks. Their goal is to develop a proposal involving contributions by the downtown clubs to help reduce cost, in lieu of hiring off duty officers.

City Manager Bowers expressed a belief that this year's budget will cover overages within the police department, but that coverage may be difficult to sustain in the future. There may be a need at year end to request use of contingency funding.

City Manager Bowers stated that contingency is part of the budget and it is the City Council's prerogative to adjust the contingency as they see fit. The base contingency is the amount staff sets aside for unanticipated expenses. Base amounts are always carried over from the previous year. The contingency is the difference between anticipated revenues and anticipated expenses for the coming two years. Those funds are not distributed for any purpose; they are there for Council's distribution as they deem appropriate.

City Manager Bowers recommended holding the additional contingency until staff gets the word on the sales tax. If the mistake is not corrected fully, then budget adjustments will be necessary.

At the last meeting, staff passed out a list of capital improvements that are included in the budget. The proposed budget includes \$2 million in capital improvements for the upcoming year

and \$2.6 million for the second year. On March 1st, Bernita Demery, Financial Services Director, reviewed the Capital Improvement document that staff normally reviews with the Council during the Planning Session. Because of the weather we had to put that off to March 1st and that contained the five-year Capital Improvement Plan (CIP). There are a lot of projects that departments feel should be undertaken in the next five years. The current two-year budget proposal focuses on the first two years of the CIP. The City Manager stressed it would be unfair to view Public Works as getting the greatest share because all work on City buildings is charged to their budget. He then discussed projects on a departmental level.

Information Technology:

The AS400 computer system expansion is essential in that the City has more and more use of technology for both citizens and City. This is an investment that the City must make.

Fire-Rescue:

Station #4, which is north of the river, is a renovation one that has started. Station #3, which was one of the oldest stations, was also renovated. Renovations and improvements to older stations are essential. In the future, renovations to one of the older stations is anticipated every couple of years to keep up these the facilities.

Police Department:

The Police Department has expanded its property and evidence storage capability, but much of this stuff has to be kept for years and years, and it adds up. We must continue to better store and recall property and evidence.

Financial Services:

Staff is working on an old financial management system. At the last City Council meeting on May 10th, Council approved Greenville Utilities Commission spending millions of dollars to replace some of their systems. Greenville is facing the same thing in the future and is starting to plan for a new financial accounting system.

A second project, Public Works expansion and relocation of Purchasing, is included under Financial Services to minimize the impact on Public Works. The Purchasing Division is currently located within the Public Works compound. In the second year of this two-year budget, Purchasing will be moved into the front of the building the City purchased on Hooker Road, which would allow Public Works to expand into the space vacated by Purchasing.

Recreation and Parks:

City Manager Bowers shared the list for Recreation and Parks, which includes the second year. Part of that is the Greenfield Terrace improvements, which Council authorized previously. Some of that work has been done or is in the process of being done. Fire safety improvements make sure the City's facilities are safe. Other expenses include meeting all new codes, bleacher replacements, and replacement of the heating, ventilation and air conditioning system for the

Aquatics and Fitness Center. None of the City's gymnasiums are air conditioned. Several years ago, in a budget like this, \$200,000 was set aside for air conditioning at the Eppes Center and the Aquatics and Fitness Center. The whole \$200,000 plus more money, was spent updating the Eppes Center. Once the engineers got in there, it was determined to be necessary to replace the electrical system and the windows. It was more cost effective to go in and make those changes while in the process of updating. City Manager Bowers stated that because the money that was going to be used to do both projects was all used for the Eppes Center, staff is now making the Aquatics and Fitness Center a priority. Other facilities will follow. The grant should help with the Elm Street Center. South Greenville and the Boyd Lee Park are not air conditioned.

Public Works:

City Manager Bowers informed the Council that Public Works involves many different things. The Bicycle and Pedestrian Master Plan and the Transportation Plan are through the Metropolitan Planning Organization (MPO), and the Transportation Plan is mandated. We chose the Bicycle and Pedestrian Master Plan, but we are not paying the full amount of that; we just have to put up a matching share. Most of those projects are paid for by the Federal government, but there is no matching amount. The City's budget puts in both the Federal and local share. The South Tar River Greenway Phase 3 is the full connector between the Town Common and New Place Properties. New Place Properties was required to provide an easement for the construction of a greenway. and they decided to go ahead and build it. The Town Common is a greenway, but there is a block in between where there is an easement but no greenway. The Green Mill Run Greenway Phase 2 requires only a matching amount from the City. The biggest part of this is the Federal earmark.

When the budget was put together, the City tried to fund as many of departmental needs as possible. On the list under Public Works, items 23, 24, and 26 could not be funded with the amount traditionally put aside for capital projects. The recommendation is to take some of the capital reserve, which is \$200,000 worth of projects that were considered essential, in order to correct some health problems resulting from pigeons at the Public Works facility and a building that is having some significant failures. These are not projects that we normally consider, but they are essential to the City organization.

Community Development:

Merrill Flood, Director of Community Development, stated one of the things that the Historic Preservation Commission would be starting is a demonstration rehabilitation program in the College View Historic District. This program is a way of stabilizing the neighborhood and creating more interest in the Historic District. The Historic District in the College View area is a locally mandated district which is viewed as a way to ensure the longevity of the district, but also adds a small demonstration grant program to help facilitate reinvestment into the properties. What Council might expect to see if this program is funded would be a revolving loan program. Funds would be paid back to the City and reinvested into other properties. The amount of a loan could range from \$5,000 to \$10,000 for repairs being made to the homes in the College View Historic District. This program has been talked about with the Historic Preservation Commission over time and has continually been submitted in the past budgets, but this will give us an opportunity with some of the other efforts in stabilizing the College View Historic District.

Sanitation:

City Manager Bowers stated that the proposed Sanitation Fund budget goes from \$5.7 million to \$6.5 million in the first year, then a smaller increase the next year. The remaining increase comes from a staff projection of revenues at current rates compared to anticipated changes in necessary expenditures. Some of this results from changes in how fleet maintenance charges are appropriated, and some is a result of expectations for increased fuel costs. There is also an additional cost for Greenville Utilities Commission billing which was previously charged to storm water, and a fixed fleet service cost which is paid by each department toward the vehicle replacement fund.

Converting the \$724,176 difference into rates dictates a 12.9% increase, exclusive of the 42 cents recycling charge, which is applicable only to multi-family. The recycling fee will only be in effect a few years.

Mr. Bowers asked Wes Anderson, Public Works Director, to address several additional issues. Mr. Anderson reported some success over the last six months with the recycling marketing program. Tuesday and Thursday routes typically need a fifth crew, and Monday and Friday routes are coming along well. Currently the department provides weekly collection service for single-family and multifamily garbage, recycling, vegetation, and bulky items. White goods are collected by request only. Seasonal service is provided for leaf collection and spring clean-up activities. Other services include mosquito and rodent control, storm debris clean-up, special services program and recycling education. The department does not provide for collection of construction and demolition (C&D) debris, household hazardous waste or recyclable electronics.

Mr. Anderson briefly explained why the department discontinued collection of C&D debris in August 2008, then presented options to consider if the City chose to resume that service. The four options were as follows:

Options to Collect C & D Debris	
<u>Option 1</u> - Pick Up C&D Debris on Day of Service by Appointment (Modified White Good Model)	
Additional Crew (2 employees)	\$100,000
Additional Truck (5 year payoff)	5,000
Fuel	6,000
Maintenance and Repair	8,000
Overhead	8,940
Tipping Fees (Est. 1,000 Tons)	40,000
<u>Total</u>	<u>\$187,940</u>
Note: Approximately \$.42 per month increase in Refuse Fees (Single and Multi-family)	

Options to Collect C & D Debris	
<u>Option 2</u> – Overtime to Support Collection by Appointment	
Overtime Pay	\$100,000
Additional Fuel	3,000
Tipping Fees (est. 1000 Tons)	<u>40,000</u>
Total	143,000
Notes - Approximately \$32 per month increase in Refuse Fees (Single and Multi-family)	
- Concern is Consistently Obtaining Volunteers to Work Overtime	

Options to Collect C & D Debris	
<u>Option 3</u> – Pick Up C & D Debris on Day of Service w/o Appointment (Bulky item Model)	
Additional Crews (4 employees)	\$200,000
Additional Trucks (2) (5 yr. payoff)	50,000
Fuel	12,000
Maintenance and Repair	16,000
Overhead	19,880
Tipping Fees (Est. 1000 tons)	<u>40,000</u>
Total	337,880
Note: Approximately \$.75 per month increase in Refuse Fees (Single and Multi-family)	

Options to Collect C & D Debris	
<u>Option 4</u> – Collection of C & D Debris with a Fee For Service by Appointment	
Additional Crews (2 employees)	\$100,000
Additional Trucks (5 year payoff)	25,000
Fuel	6,000
Maintenance and Repair	8,000
Overhead	8,940
Tipping Fees (Est. 1000 tons)	40,000
Projected Revenue (Per Manual of Fees)	(\$150,00)
Total	\$ 37,940
Note: Approximately \$.08 per month increase in Refuse Fees (Single and Multi-family)	
Proposed Charges are \$150,000 For 1 Hour and \$125.00 For Each Additional Hour	

Development of cost projections to establish a household hazardous waste program will require further analysis.

As for electronics recycling, computer equipment and televisions will be banned from the landfill on January 1, 2011. The City will develop a program to collect these items by request and will deliver them to the Pitt County Transfer Station. This program is included in the FY 2010-2011 budget.

City Manager Bowers said he would also like to discuss the Bradford Creek Golf Course, or more specifically the plan to purchase the golf facility by the General Fund from the Enterprise Fund. The idea is a three-prong approach to release the facility from its debt service by having the General Fund take it over. That will allow the golf course to focus on its maintenance and marketing programs. The goal is to increase use of the facility.

Mr. Bowers reviewed the history of the facility and the rationale for this approach rather than increasing fees to cover costs to include the debt service. In the future, if the golf course begins to earn a sustained profit, the Enterprise Fund could purchase it from the General Fund by repaying the \$1.1 million, which includes the current debt service pay-off and loans from the General Fund to the golf course over the past ten years.

Mr. Bowers stated he had reached the conclusion of his presentation, and he reminded the Council that a Public Hearing on the proposed budget is scheduled for the June 7th Council meeting. Council will be asked to consider adoption of the budget at its June 10th meeting. The new fiscal year will begin on July 1st.

A general discussion of topics referenced in the City Manager's presentation and other matters related to the proposed budget followed. Mayor Pro-Tem Kittrell expressed an interest in having Public Works investigate the feasibility of collecting recyclables every other week. Council Member Joyner commended City staff for a thorough and understandable presentation on the budget, but said he would prefer having any comparative data in the future focused on an established group of 10 peer cities rather than to have the comparable cities vary from one topic to another. He feels consistency in the cities used would paint a more consistently accurate picture.

Council Member Mercer asked that the Council consider the equity of the current privilege license fee structure which charges the same maximum fee to all businesses with gross receipts greater than \$3.9 million. Council Member Blackburn agreed, stating the Council had no desire to burden any of its local retailers with increased fees, but it seemed unfair that modestly sized local businesses would pay the same rate charged to major national retailers. Council Member Joyner disagreed, stating that while these larger establishments might be paying the same rate for their privilege licenses, they are paying more in other fees like sales taxes and storm water fees.

Council Member Glover expressed concern about excess Police presence in the downtown area, while other areas experienced delays in response to calls for assistance. Police Chief William Anderson explained staffing procedures followed, adding that statistical crime data is a factor in determining necessary coverage levels.

Council Member Blackburn articulated a desire to see additional monies set aside for additions and improvements to the City's parks and the development of a Master Parks Plan. Recreation and Parks Director Gary Fenton explained how the department's projects are prioritized and how some projects may be passed over based on funding levels and sources. There was much discussion on types of funding, to include COPS and General Obligation bonds, and the desire to have citizens vote on any type of funding that would represent a substantial obligation for taxpayers.

A motion was made by Council Member Smith and seconded by Mayor Pro-Tem Kittrell to move the Kristen Road Playground/Recreation Center to the budget year 2010-2011 (\$58,000) and to move the chain link fence replacement to the budget year 2011-2012 (\$76,085). Council Member Blackburn asked if this change would still leave funding for repair of fencing at the dog park. Mr. Fenton stated there was \$18,000 available which would cover necessary repairs. There being no further discussion on Council Member Smith's motion, the motion was approved by unanimous vote.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council made general comments.

CITY MANAGER'S REPORT

City Manager Bowers stated some slight changes had been made in the CIP and an updated sheet is available.

ADJOURN

Motion was made by Council Member Joyner and seconded by Council Member Mercer to adjourn the meeting at 9:25 p.m. Motion carried unanimously.

Respectfully submitted,

Patricia A. Sugg
Interim City Clerk

MINUTES PROPOSED FOR ADOPTION
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, JUNE 7, 2010



A regular meeting of the Greenville City Council was held on Monday, June 7, 2010 in the Council Chambers, located on the third floor at City Hall, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at 6:00 pm. Council Member Smith gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Patricia C. Dunn; Mayor Pro-Tem J. Bryant Kittrell, III; Council Member Marion Blackburn; Council Member Rose H. Glover; Council Member Max R. Joyner, Jr.; Council Member Calvin R. Mercer; Council Member Kandie Smith

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

Council Member Joyner moved to approve the agenda as presented. Council Member Blackburn seconded said motion, which passed by unanimous vote.

CONSENT AGENDA

Wayne Bowers, City Manager, introduced the following items under the consent agenda:

1. Resolution accepting dedication of rights-of-way and easements for Kittrell Farms Patio Homes, Section 1, Phase 2; Brighton Park; and Park West, Section Two (Resolution No. 10-35)
2. Right-of-way encroachment agreement with Ironwood Homeowners' Association, Inc., to allow the construction of a subdivision name entrance sign with lighting and landscaping for Ironwood Subdivision in the median of Golf View Drive near the entrance from NC Highway 43 (Contract No. 1861)
3. Resolution for new banking depositories (Resolution No. 10-36)



4. Authorization for the Police Department to make a sole source purchase
5. Water capital projects budget ordinance amendment and series resolution for Greenville Utilities Commission's Thomas Langston Road Water Main Extension Project (Ordinance No. 10-46, Resolution No. 10-37)
6. Sewer capital projects budget ordinance amendment and series resolution for Greenville Utilities Commission's Wastewater Treatment Plant Electrical/SCADA Upgrade Project – Upgrades to the Northside & Southside Regional Pumping Stations (Ordinance No. 10-47, Resolution No. 10-38)
7. Budget ordinance amendment for Greenville Utilities commission's FY2009-2010 Budget (Ordinance No. 10-48)
8. Budget ordinance amendment #9 to the 2009-2010 City of Greenville General Fund and amendments to Ordinance No. 05-50 West Greenville Revitalization Capital Project Fund, Ordinance No. 09-73 Public Transportation Capital Assistance Recovery Grant Project Fund and Ordinance No. 94-140 Insurance Loss Reserve Fund (Ordinance No. 10-49)

A motion was made by Council Member Joyner, and seconded by Mayor Pro-Tem Kittrell, to approve all items under the consent agenda. The motion carried by unanimous vote.

Council Member Joyner then asked, with regard to Consent Item 3, if Carter Bank is local and whether local banks were given an opportunity to bid. Kimberly Branch, Senior Financial Services Manager, stated local banks are always given an opportunity to bid. She said she believes Carter Bank has a local branch.

NEW BUSINESS

Public Hearings

Public Hearing on proposed Fiscal Year 2010-2011 Budgets

- a. Pitt-Greenville Convention & Visitors Authority
- b. Sheppard Memorial Library
- c. Greenville Utilities Commission
- d. City of Greenville

Mr. Bowers reviewed revenues and expenditures within the General Fund and discussed changes made to the proposed budget since the May 24th Council meeting, reminding the Council of their authorization in Recreation and Parks to move the Kristen Road project up one year and move the fencing project back one year. He then cited carry-overs, which change the amount of the budget. Mr. Bowers stated these are typically capital improvements which will not be complete at fiscal year end, therefore appropriated



funding is carried forward into the new fiscal year. He cited the Eppes Improvements, the River Park North Environmental Study, purchase of park equipment, improvements at Greenwood Cemetery, building maintenance for Police/Fire Rescue Building (Station 7), as projects which will be carried forward and offered a brief update on their current status. With carry-overs, the budget reflects a 1.6% increase in the General Fund.

Mr. Bowers stated that revenues come primarily from property tax and sales tax. Property tax is projected to increase 1.99%, with no change in the current tax rate of .52/\$100. He then discussed sales tax projections and how those numbers may be influenced by overpayment adjustments and an upcoming audit of the refund to the hospital system.

Mr. Bowers stated that, as a service organization, a majority of the City's cost is in the area of personnel services. Personnel costs include current employee salaries, salaries for new positions, salary adjustments, health insurance and other post-employment benefits (OPEB). Monies must be set aside for recommended adjustments resulting from implementation of the Classification and Pay Study. Additionally, the State has mandated an increase in retirement contributions from 4.8% to 6.35% for general employees and from 6.82% to 8.02% for Police personnel, resulting in an overall cost increase of \$378,797 in the upcoming year. Mr. Bowers stated the only new position is a Public Safety Project Manager, which is a position which was initially grant funded. Funding for the first year will come from capital projects, but thereafter, this will be a General Fund expense. He stated that health insurance will increase 5.7%, with 8.6% expected for the following year. The budget includes annual contributions of \$250,000 to OPEB for both FY11 and FY12. Mr. Bowers stated that new expenses include Redistricting, the City Code Supplement Service, Public Works demolitions, Right-of-Way mowing and the Dickinson Avenue Façade. The contingency, which is unappropriated funding, has been adjusted downward based on changes in projected sales tax and retirement contributions which were discussed previously.

Mr. Bowers then discussed the City's various Enterprise Funds. The Transportation Fund, which is primarily funded with State and Federal Grants, will require no transfers from the General Fund to maintain current service levels. He stated a revenue shortfall of a little over \$700,000 is anticipated in the Sanitation fund, therefore, a 12.9% increase is recommended to balance the fund, with a 42¢ surcharge applicable only to multi-family dwellings. As an alternative to the increase, he proposed a delay in hiring the second of two new crews which were approved two years ago. The first of those was hired and the second was delayed as a result of economic conditions. Mr. Bowers said hiring could be delayed another year, although Public Works has indicated that doing so may result occasions when recycling crews do not complete their routes. In that event, collection would be made on overtime, or crews could go back the following day. Mr. Bowers said further alternatives would be to cover the shortfall through contingency funding or fund balance.

Mr. Bowers stated the budget for Bradford Creek Golf Course was based on having no debt service. Without that expense, Mr. Bowers said staff feels the golf course will break even. A



proposal to write off existing debt of \$691,194 and pay off a loan of \$432,316 will be presented to the Recreation and Parks Commission on Wednesday and their recommendation will be presented to the Council on Thursday.

Mr. Bowers then summarized remaining steps in the budget process, to include this evening's Public Hearing and the June 10th presentation of the budget for consideration and adoption by the Council. The new fiscal year will begin on July 1st.

Council Member Blackburn expressed concern about potential delays in the fencing project, stating that she had understood it to be a priority. Gary Fenton, Recreation and Parks Director, explained that the priority is for an expansion of the Dog Park to make an area for larger dogs, but the department also plans to make a second area that will provide a way for the turf to rest, and it is that part which is being delayed.

Council Member Blackburn then asked if potential delays in recycling collections would result in residents on Friday routes having to leave their recyclables out until Monday. Mr. Bowers stated Thursdays are the heavier collection days and any unfinished routes could be completed on Fridays. Wes Anderson, Public Works Director, suggested a reduction in the frequency of collecting recyclables to once every two weeks as another way to address the problem. Council Member Blackburn stated that as a City striving to increase participation in recycling, she hoped the need for other types of collections would decrease.

Council Member Glover stated a reduction in the collection frequency for bulky items had been suggested at one point in budget discussion. She expressed a concern that, as a University town, such a reduction was not practical because as students move in and out of housing areas, large quantities of bulky items are left at curbside.

Council Member Mercer asked when actuarial data would be available and if implementation would be immediate once it was. He also asked about results of the Classification and Pay Study. Mr. Bowers stated he hoped actuarial information would be available within a month or two, and he hoped implementation would be within 2011. The Classification and Pay Study should be ready in October or November.

Council Member Joyner expressed a concern about projected health care increases, stating that he'd heard higher figures based on the passage of the new health care reform. He said he was concerned the City's projection was somewhat low. Mr. Bowers stated that the City's consultant is scheduled to come in August to give an overview of the City's plans, which already cover many of the things now being required. He stated that may be the reason the City's projected increase is lower than the projected average. Mr. Bowers stated the consultant will cover the impact of Federal legislation, as well as provide an update on the first six months of the City's self-insured plan.

Mayor Pro-Tem Kittrell observed that the City would have a much better understanding of major issues such as employee Classification and Pay and OPEB in late fall, and that a budget adopted now will be subject to adjustments later in the year.



Mayor Dunn stated she wanted to make several comments related to OPEB. OPEB refers to retiree benefits other than pensions, and those benefits are determined by each local government. A pension is different in that it is regulated by the State and it applies to any employee during their retirement years. For the City of Greenville, OPEB is primarily health insurance, with a very small amount for life insurance. For the COG, in order to qualify, you must have been an employee of the City for 20 years. What has created the challenge is the escalating cost of health insurance in spite of declining benefits. As a result of these increasing costs, continuing to provide retiree insurance will probably not be sustainable. Last year, the City began to self-insure. Since 2008, the City has invested \$250,000 annually into an irrevocable trust for retiree benefits and plans to continue this investment through 2012. The investment is based on the current cost of insurance, what the City now pays for coverage, how many retirees are anticipated over the next 30 years and what the cost would be over time. Actuarial experts were hired to facilitate the process and, in August, the City will look at ways to further reduce OPEB costs.

There being no further discussion by the City Council at this time, Mayor Dunn explained the purpose of holding a Public Hearing on proposed budgets for FY 2010-2011 and outlined procedures to be followed. She summarized budget discussion at prior City Council meetings and stressed that nothing in the proposed budget had been adopted, even if it was put into the budget by a member of the City Council. She then declared the Public Hearing open at 7:02 pm and invited comment from the public.

Scott Hucks, 103 Dickens Drive

Mr. Hucks stated he had been before the Council in April, May and now again in June regarding stream erosion and stormwater problems in Eastwood Subdivision. He said he'd noticed the stormwater fee was going down in the proposed budget and he found that illogical when stormwater problems still exist. Conversely, the budget includes additional fees for trash pickup and other things. Mr. Hucks said he works for the State and has not had a pay increase for three years. Additional fees will be a hardship for him and many other Greenville citizens. The City is considering pay increases for employees, asking residents who have not had increases in pay to fund those increases. Mr. Hucks proposed that the City delay any consideration of salary increases for its employees to a future year and that they do away with police cars that sit empty around the City because the criminals are already familiar with their locations.

Nell Robert, Co-Chair of Friends of Greenville Greenways

Ms. Robert stated she had come on behalf of Friends of Greenville Greenways, which is a non-profit, volunteer organization that hosts booths at festivals and helps to promote greenways for walking. They accept donations for park benches and picnic tables along the greenways, and they support connected greenways that can be used as another form of transportation for citizens who walk or bike to work. She stated the group is in contact with the public and hears how citizens feel about Greenville's parks and greenways. They strongly favor funding for a study of routes that can be utilized for these purposes and feel this is something that can be funded through the COPS grant.



Rufus Huggins, no address given

Mr. Huggins recommended the Council research City records to determine why merit increases were discontinued. He said he feels now is the wrong time to consider reinstating a merit program, citing job security as the true benefit of working for the City. Mr. Huggins stated he felt the old merit program was merely a raise for favoritism; very few people who collected garbage were ever given raises. Mr. Huggins said now is the wrong time to ask citizens to pay for employee raises.

Don Williams, River Hill

Mr. Williams stated he was involved in a petition drive to save some property from being sold to developers out on Highway 33. He said over 2,600 signatures were collected over a period of about 18 months. The property sits now, with some of it being farmed. He asked that the Council set aside funding to develop a comprehensive plan for setting the property up as a park.

There being no one else who wished to speak with regard to the proposed budget, Mayor Dunn closed the Public Hearing at 7:11 pm.

Council Member Mercer thanked the public for their comments and citizens at home for their emails or other communications about the City budget. He said he would like to open the discussion with the proposed Sanitation fee increase. He stated he did not want to sabotage the fleet program and did not wish to see the hiring of an additional crew delayed forever, but he believed the alternative to avoid a fee increase was good. He moved that the alternative to avoid a fee increase be included in the proposed budget. Council Member Joyner seconded the motion, which passed by a vote of 5 to 1, with Council Member Glover casting the dissenting vote.

Council Member Blackburn stated she supports reinstatement of probationary increases for employees because the City has some employees who were hired at a suppressed wage, with the promise of an increase if they proved their ability to do the job for which they were hired. Some of these have had their promised increase withheld for up to a year and a half. Council Member Blackburn moved to proceed with probationary increases and delay discussion of other salary increases until the fall when additional information was available on OPEB and the direction in which the City's budget was headed at that time.

Council Member Mercer asked the City Attorney if it was appropriate to separate employee pay issues into individual categories. Mr. Holec replied it was ultimately up to the Council how pay issues were addressed, but reminded them they had already voted to allow the City Manager to proceed on recommendations which put in some merit, probationary and promotional increases.

Mayor Pro-Tem Kittrell seconded Council Member Blackburn's motion.



Council Member Glover stated she understands citizen concerns about fee increases and salary increases because she, too, is on a fixed income. The County has given salary increases in the current year and in the one they are working on now. Residents who live in the City pay taxes in both the City and the County. She said she agrees with Mr. Huggins that merit increases are not always fair, but she feels that something should be done for City employees. Some City employees are unable to afford health care and are forced to get Medicaid for their children, which all citizens support through their Federal taxes. She stated she felt it would be more prudent for the City to improve things for those employees.

Council Member Joyner stated he has issues with the merit concept because distribution is inconsistent between departments and because the actual dollars can vary significantly due to the differences in base salary for two employees who are each given a 4% increase. He feels that motivates one employee more than another, even though the percentage was the same.

Council Member Joyner then asked that the vote be taken on Council Member Blackburn's motion, which passed by a vote of 5 to 1, with Council Member Glover casting the dissenting vote.

Council Member Joyner then questioned the money proposed for pigeon removal from a building that isn't air conditioned. He stated he would prefer to see the money used for air conditioning, or at least improved ventilation of fumes. Council Member Glover agreed, stating that if the building were air conditioned, the doors could be closed so the pigeons were not a problem.

Mr. Bowers recommended the Council consider the item and discuss it further at the next meeting. Council Member Joyner asked if someone would monitor the temperature in the building at 2:00 pm over the new few days.

Council Member Blackburn brought up the capital improvement program, stating that \$35,000 was taken from the contingency and asking if it could be designated toward the master parks plan. Mr. Fenton discussed a variety of potential projects, stating that although \$35,000 might not be sufficient for the Route 33 property, the department might be able to identify some additional dollars to go with it so they could pull a master plan together.

Council Member Blackburn moved to designate the \$35,000 toward the master parks plan. Council Member Mercer seconded the motion, which passed by unanimous vote.

Council Member Joyner stated citizens from several neighborhoods have come to discuss stormwater funds, and he wants to insure there is money in the budget for stream restoration. Neighborhoods have been developing around streams, and now their yards are eroding. Council Member Mercer agreed, stating that the magnitude of the problem suggests it should be addressed as a multi-year project. Council Member Glover stated there are homes in her district which she feels are in an emergency situation, particularly



with hurricane season approaching. Mr. Bowers stated there would be an opportunity to discuss this issue further, later in the agenda.

Mr. Bowers then stated he would make the changes to the proposed budget discussed tonight and would present those for consideration at Thursday's meeting.

OTHER ITEMS OF BUSINESS

Presentations by Boards and Commissions

- a. Planning and Zoning Commission – Presentation by Bill Lehman, Chair
Mr. Lehman stated the Planning and Zoning Commission is appointed by the City Council and is responsible for making recommendation on land development and improvement within the city limits and its extra-territorial jurisdiction (ETJ). It includes nine in-City members and three County representatives who live within the ETJ. Meetings are held on the third Tuesday of each month in the Council Chambers and are telecast on Channel 9. Meetings are open to the public and meeting materials are available on the web. The Planning and Zoning Commission's major focus is to insure development plans support the public street system and promote growth that is sensitive to neighborhoods and the environment. Their goal is to provide the best possible advice to the Council. He then summarized how 2010 numbers compared to 2009 in the categories of zoning requests, preliminary plat approvals and code/plan amendments and finished by extending thanks to Council Member Mercer for his attendance and involvement as Liaison, as well as Council Member Blackburn for her interest.

- b. Redevelopment Commission – Presentation by Bob Thompson, Chair
Mr. Thompson stated since the next item on the agenda relates to the Redevelopment Commission, he won't spend a great deal of time speaking on what will be repeated, but he wanted to thank the City's staff for their work on behalf of the Redevelopment Commission, and particularly to acknowledge the quality of their input. He also thanked Council Member Joyner for his effort as Liaison, stating he is doing a great job. He stated that Reade and Cotanche will soon be the Gateway on West 5th Street and changes proposed for Five Points Plaza will start to become visible along with other projects than have been in the works in recent years. Mr. Thompson stated one thing he had promised his colleagues on the Redevelopment Commission that he would address is that most of their funding comes from bonds in two areas. He stated they are currently out of money for West Greenville and will be out of money for Center City soon. Mayor Pro-Tem Kittrell asked shouldn't some of the money for West Greenville recycle itself. Mr. Thompson stated that some will, but the return on housing is slow.



Redevelopment Commission 2010-2010 Work Plan and Budget

Carl Rees, of the City's Community Development Department, extended his thanks to the current Redevelopment Commission, as well as its past members. He stated they are a wonderful group to work with, even though they've been faced with difficult decisions over the past few years. He then outlined the areas covered under the umbrellas of "West Greenville" and "Center City" and stated their attentions are both project based on program based. Upcoming plans include:

- Phase II of the West 5th Streetscape; more particularly the realignment of the offset where 14th Street and Tyson Street meet at West 5th Street
- Adaptive reuse projects for historic structures; cites recent renovations for Taft Office and Jefferson Florist as examples
- Evans Street Gateway Design
- Small Business Plan Completion
- West 5th Street Gateway; expects imminent award of contract for a 4-5 month project which will include pedestrian improvements for walking and lighting
- Comprehensive Wayfinding
- Five Points Plaza; anticipates construction to begin in November
- West Greenville Commercial Center; additional planning to be done in coming fiscal year, plus investigation of public/private partnerships
- Center City MicroImprovement Projects; focus to be on alleys, parking lots and parking meters
- Residential and Mixed Use Projects
- West Greenville Business Incubator
- Civic Art Initiative; custom made trash receptacles, benches and art in Eppes Memorial Park
- Revitalization Area Marketing; state and local trade shows, promotion through local media
- Town Commons Improvement Study; will be an expensive endeavor as it is the City's most visible park, currently in master planning phase
- GoScience Project; establishment of a Center City Science Center
- State Theater Restoration Project; design, weatherization and stabilization to be complete this fall, complete restoration cost of about \$3 million
- Promotion of EcoTourism Activities; planning and coordination with local and regional partners

Council Member Blackburn thanked Mr. Rees for a thorough and hopeful presentation. Council Member Mercer moved to approve the work plan, seconded by Council Member Blackburn. There being no further discussion, motion to accept was unanimously approved.



Resolution supporting Senate Bill 955 of the General Assembly of North Carolina requiring bicycles to use lights at night (Resolution No. 10-39)

Gunner Swanson, representing the Greenville Bicycle and Pedestrian Commission, asked the Council for their support of a resolution which they feel is non-controversial as it simply requires visible lights on front and back, rather than reflectors, but allows for the lights to be on either the bicycle or the cyclist.

Council Member Mercer moved to adopt the Resolution, seconded by Council Member Blackburn. There being no discussion, the motion was unanimously approved.

Resolution to not support House Bill 1686 of the General Assembly of North Carolina requiring that bicyclists riding two abreast shall move into a single-file formation as quickly as is practical when being overtaken from the rear by a faster moving vehicle (Resolution No. 10-40)

Gunner Swanson, representing the Greenville Bicycle and Pedestrian Commission, stated he had received an email advising him that City staff is not opposing this legislation because they believe it seeks balance between pedestrians and motorists. He stated the Bicycle and Pedestrian Commission disagrees because riding abreast takes up less passing distance than riding in single file. Further, it lessens the assumptions of "shared road" and "equal status" and gives the impression that bicycles do not belong on the road.

Council Member Blackburn moved to support the resolution to not support House Bill 1686, seconded by Council Member Mercer.

Mayor Pro-Tem Kittrell stated he disagrees with the Bicycle and Pedestrian Commission's position. He feels that large groups riding abreast on two lane roads are a safety hazard to both themselves and vehicular traffic because the cars cannot see to pass them safely.

There being no further discussion, the vote resulted in a 3 to 3 tie with Council Members Blackburn, Mercer and Smith voting "yes" and Mayor Pro-Tem Kittrell and Council Members Glover and Joyner voting "no". Mayor Dunn voted "yes" to break the tie and the motion to support the resolution to not support House Bill 1686 was approved.

Resolution supporting enactment of legislation which will enhance the enforcement of ABC laws

Mr. Holec stated the first part of the proposed legislation allows local law enforcement to be included in enforcement of ABC laws by having officers who are certified to do so. The NC League of Municipalities (NCLM) supports this part of the proposed legislation. The second part requires that 2% of local ABC revenues be used to help fund the law enforcement provision. Mr. Holec pointed out that this second part, if approved, would significantly reduce revenues available for distribution to local government. Local ABC



Boards are statutorily required to spend at least 5% of their net revenues for local enforcement, and that requirement would remain in place if this proposal is passed.

Police Chief William Anderson stated the Metro Police Association supports the first part of this legislation, but not the second part. Adoption of the resolution as presented with agenda packets will support both measures.

Council Member Joyner stated this issue had come up previously and he voted against it because he felt it would put more enforcement in the downtown area, where he feels enforcement is already adequate and more emphasis needs to be directed to other areas of town. He said he would like to know the position of the ABC Board on the matter.

Mayor Dunn stated she'd spoken to someone on the ABC Board and their major concern was who would supervise the training for officer certification to assist in enforcement of ABC laws.

Council Member Blackburn stated that making the downtown area safe is a big concern and that underage drinking and the serving of alcohol to patrons who have "reached their limit" are areas in which the City's officers need to have the ability to oversee and enforce. She stated she feels that part of the proposed legislation is a positive step, although she sees the diversion of local funding as more problematic.

Council Member Joyner expressed concern that Greenville's officers need to be addressing bigger crimes throughout the town as a whole and that ABC officers should be allowed to do their jobs inside the bars.

Council Member Mercer agrees that crime should be addressed all over the City, but sees this as another tool to assist police officers in doing their jobs. He then moved to adopt the resolution.

Council Member Blackburn said she views this not as taking away any other abilities to patrol, but merely enhancing their ability throughout the City. She said she supports giving officers additional abilities, but not taking away from the focus on crime. She stated she would second Council Member Mercer's motion, but requesting that he amend it to support the first part of the proposed legislation, but not the second part which deals with funding. Council Member Mercer agreed to the amendment.

Council Member Glover said she shared many of Council Member Joyner's concerns because a high percentage of crime occurs within her District. She feels the City should work to develop a plan which reduces coverage in the downtown area, while still keeping those people safe, and focus on ways to make other neighborhoods feel safe.

Mayor Pro-Tem Kittrell stated he understands this issue to be a state-wide policy change that could pass with or without the Council's support. He said he would also like to know



the position of the ABC Board and suggesting delaying any vote on the matter until Thursday. Mayor Dunn reminded the Council there was already a motion on the floor.

Council Member Mercer stated he would withdraw his motion in the interest of accommodating those members who desired additional input. Council Member Blackburn stated she was willing to withdraw her second.

Council Member Mercer then moved to continue the discussion and vote on this topic until the meeting on Thursday, June 10, 2010. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Municipal and Crossing Closures Agreement for railroad crossing safety improvements and crossing closures

David Brown, City Engineer, stated this agreement is presented in follow-up to a study by the NC Department of Transportation of at-grade crossings within the city limits. The Council has approved a resolution supporting the study, which recommended things like additional signals, closing of some crossings and recommendations based on redundancy at some crossings. The crossing on South Tenth has already been closed. The agreement for consideration will facilitate recommendations to move forward. There is a cost share and funding is included in the annual capital improvement program.

Mr. Bowers stated there had been much discussion surrounding some of the major crossings and asked if those were included in the agreement. Mr. Brown stated the ones on Greenville Boulevard and Memorial Drive are included. Council Member Glover asked specifically which crossings on Memorial Drive are affected. Mr. Brown stated the Norfolk Southern Line, just south of Moye Boulevard.

Mayor Pro-Tem Kittrell then moved to approve the agreement. Council Member Joyner seconded the motion, which passed by unanimous vote.

Erosion of stream banks located on private properties

Lisa Kirby, Civil Engineer II with the Engineering Division, stated that in order for the City to potentially address erosion issues on private properties, the stream must carry City water (water that passes through the City's infrastructure) and must be in need of either bank stabilization or stream restoration. She described the methods utilized in both processes and cited Nichols Drive in Eastwood Subdivision and Meeting House Branch in Planters Walk respectively as examples of the two processes.

Ms. Kirby stated the Council had asked previously that she provide additional information regarding the number and location of citizens requesting assistance, and how other municipalities address erosion issues on private property. She stated a map had been provided to Council recently with black dots representing the locations of projects presently under consideration. She stated in querying other communities, she found 3



communities that either do not address erosion issues or do not take any preventive measures. Two communities address erosion issues on a cost-share basis with property owners and six fund erosion prevention through either their general fund or their stormwater fund.

The number of projects which could be addressed locally will depend on grant opportunities and the amount of any awards.

Following a discussion by the Council of concerns within their districts, Council Member Blackburn moved to continue the item for further study. Council Member Joyner seconded the motion, which passed unanimously.

Maintenance responsibilities for common stormwater facilities

Ms. Kirby stated this applies to Best Management Practices (BMPs) that carry city water, are located on a common lot and serve multiple properties. She provided a summary of her last presentation on the topic and addressed City requirements as well as penalties and enforcement procedures. In looking at other communities with long-established programs, potential issues of concern include sediment buildup, replanting and the presence of invasive plants which overtake wetland plants that should be there.

Ms. Kirby discussed policy changes and state certification for performance of annual inspections. She stated policies are applicable to all developments that have not received construction plan approval.

Ms. Kirby recommended a hybrid approach which would modify the City's ordinance to have developers maintain BMP's and establish a maintenance bond for a specified period of time. Then the bond expires, the developer would establish and initially fund an escrow account, with the homeowner's association contributing annually.

Mayor Pro-Tem Kittrell stated he had been contacted by developers with concerns and he encouraged the staff to meet with developers to get their input prior to submitting a final recommendation for Council approval. Mayor Dunn suggested that members of homeowner's associations also be included in that group.

REVIEW OF JUNE 10, 2010 CITY COUNCIL AGENDA

The Council did a cursory review of the June 10, 2010 City Council agenda and reviewed nominations for appointments to Boards and Commissions.



COMMENTS FROM MAYOR AND CITY COUNCIL

Council Member Joyner thanked Pat Sugg for her service as Interim City Clerk since the retirement of Wanda Elks.

Mayor Pro-Tem Kittrell welcomed Carol Barwick as Greenville's new City Clerk.

Council Member Glover reminded citizens of the prescription card program available to them, stating that the plan is working and applications are available at local libraries and the information desk at City Hall. The plan can save a customer approximately 20% on their medicines.

She further announced that the Police Community Relations Commission will meet on Wednesday at First Presbyterian Church.

Council Member Blackburn extended her appreciation to all those involved in the Jackie Robinson Baseball League. She stated it was a wonderful event.

She also reminded citizens of the 5K run on June 26th, beginning at the Town Common.

Council Member Mercer stated that the Tar River River Jam is on Saturday, and that Sustainable Tourism meets on Wednesday at the Topsy Teapot.

CITY MANAGER'S REPORT

Mr. Bowers distributed information as a follow-up to discussion at the joint meeting with the GUC Board related to the Classification and Compensation Study. At that time, the consultants were working with City staff to come up with appropriate benchmark organizations or "peer cities" that Greenville will be compared to as the study progresses. He stated that an effort has been made to match up with utilities and the unique way EMS service is handled because Greenville is a transport agency. He asked that the Council review the consultant's recommendations and let him know as soon as possible if they have any feedback.



ADJOURNMENT

Council Member Blackburn then moved to adjourn the meeting, seconded by Council Member Joyner. There being no further discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 10:35 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk

MINUTES PROPOSED FOR ADOPTION
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, JUNE 10, 2010



A regular meeting of the Greenville City Council was held on Thursday, June 10, 2010 in the Council Chambers, located on the third floor at City Hall, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at 7:00 pm. Council Member Glover gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Patricia C. Dunn; Mayor Pro Tem J. Bryant Kittrell, III; Council Member Marion Blackburn; Council Member Rose H. Glover; Council Member Max R. Joyner, Jr.; Council Member Calvin R. Mercer; Council Member Kandie Smith

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

Council Member Joyner moved to approve the agenda as presented. Council Member Blackburn seconded said motion, which passed by unanimous vote.

SPECIAL RECOGNITION

Ronnie Purvis, Recreation and Parks Department Retiree

Mr. Bowers invited Mr. Purvis to come forward, along with Recreation and Parks Director, Gary Fenton. He congratulated Mr. Purvis on his retirement, then presented him with a plaque commemorating his 28 years of service to the City of Greenville. Mr. Fenton commended Mr. Purvis for the impact he has made on local youth during his tenure with the department.



Fair Housing Poster Contest Recognition and Award

Elaine Anderson, of the Human Relations Council, explained the poster contest, which she said was open to all students in grades K-12 at Pitt County Schools. She then introduced and congratulated Chicod Middle School students Valeria Wilson (6th grade) and Alice Lang (8th grade), who were the 2nd place and 1st place winners respectively.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Board of Adjustment

Motion was made by Council Member Blackburn and seconded by Council Member Mercer to elevate Scott Shook from Alternate #1 to a regular member for a first three-year term expiring June 2013, replacing Ann Bellis who is ineligible for reappointment; to elevate Charles Ewen from Alternate #2 to a regular member for a first three-year term expiring June 2013, replacing Charles Ward who did not wish to be reappointed; to elevate Sharon Ferris from Alternate #3 to Alternate #1 for an unexpired term expiring June 2012; and to continue the replacements for Alternate #2 and #3. Motion carried unanimously.

Environmental Advisory Commission

Council Member Blackburn stated that she wished to continue her request to switch the designation of two members' slotted seats.

Greenville Utilities Commission

Motion was made by Mayor Pro-Tem Kittrell and seconded by Council Member Joyner to appoint John Minges for a first three-year term expiring June 30, 2013, replacing Lester Brown who is ineligible for reappointment; and to reappoint Don Edmonson and Vickie Joyner for second three-years term expiring June 30, 2013. Motion carried unanimously.

Housing Authority

Motion was made by Mayor Pro-Tem Kittrell and seconded by Council Member Blackburn to appoint Emanuell Brown as the Resident Commissioner for a first five-year term expiring May 31, 2015, replacing Barbara Taft who did not wish to be reappointed. Motion carried unanimously.



Human Relations Council

Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Kittrell to appoint Janette Cox for a first three-year term expiring September 2013, replacing James Cox who resigned; and to continue the replacement for Ann Marie Alderman who resigned. Motion carried unanimously.

Pitt-Greenville Airport Authority

Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Kittrell to reappoint Donald Taylor for a second four-year term expiring June 30, 2014. Motion carried unanimously.

Pitt-Greenville Convention and Visitors Authority

Motion was made by Council Member Glover and seconded by Council Member Joyner to reappoint John Van Coutren for a second three-year term expiring July 2013; to recommend to the County Commissioners the reappointment of Candace Hollingsworth and Ivory Newborn for a first three-year term expiring July 2013; and to continue the replacement for James Streeter who is ineligible for reappointment. Motion carried unanimously.

Public Transportation and Parking Commission

Council Member Smith stated she wished to continue the replacements for Mary Fedash who moved out of the city limits and Steven Kresch who resigned.

Recreation and Parks Commission

Council Member Blackburn stated she wished to continue the replacements for Gary Hassell who resigned and Wilson McDowell who is ineligible for reappointment.

NOMINATIONS TO THE PITT COUNTY COMMISSIONERS OF THREE PERSONS TO SERVE AS CHAIRPERSON OF THE PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY

Motion was made by Council Member Glover and seconded by Council Member Joyner to continue this item to the next City Council meeting. Motion carried unanimously.



NEW BUSINESS

PUBLIC HEARINGS

Mayor Dunn explained procedures to be followed for each of the upcoming Public Hearings.

Ordinance requested by the Community Development Department to amend the Historic Preservation Regulations to include a new section related to the use and location of residential solar collectors on locally designated historic properties and within locally designated historic districts (Ordinance No. 10-50)

Seth Laughlin, Planner II with Community Development, stated that adoption of this ordinance would bring the City into compliance with a recent State statute on solar collectors. The Planning and Zoning Commission recommends approval.

Mayor Dunn declared the Public Hearing open at 7:14 pm and invited comment from the public. Hearing none, the Public Hearing was closed 7:14 pm.

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

Resolution to close portions of Twelfth Street and Lawrence Street
(Resolution No. 10-41)

David Brown, City Engineer, discussed steps completed in the closure process and described the area which would be impacted by the closure. He stated the purpose in the requested closing is to construct a new student living complex. Mr. Brown explained factors which the closure is contingent upon. He stated staff has no objection to the proposal.

Mayor Dunn declared the Public Hearing open at 7:18 pm and invited comment from the public.

Tommy Stoughton, representing Edwards Community Development Group stated he was in favor of the proposed closing and said he is available to answer any questions the Council might have.

Hearing no further comment, Mayor Dunn declared the Public Hearing closed at 7:19 pm.

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



Ordinance requiring the repair or the demolition and removal of the dwelling located at 1224 Davenport Street (Ordinance No. 10-51)

Earl Phipps, of the Community Development Department, discussed ownership of the property and described its present condition and presented informational statistics related to complaints received, the current value of the property and estimated cost of repairs.

Mayor Dunn declared the Public Hearing open at 7:20 pm and invited comment from the public. Hearing none, the Public Hearing was closed at 7:21 pm.

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

Ordinance requiring the repair or the demolition and removal of the dwelling located at 1117 Douglas Avenue (Ordinance No. 10-52)

Mr. Phipps discussed ownership of the property and described its present condition and presented informational statistics related to complaints received, the current value of the property and estimated cost of repairs.

Mayor Dunn declared the Public Hearing open at 7:22 pm and invited comment from the public. Hearing none, the Public Hearing was closed at 7:23 pm.

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

Ordinance requiring the repair or the demolition and removal of the dwelling located at 212 Manhattan Avenue (Ordinance No. 10-53)

Mr. Phipps discussed ownership of the property and described its present condition and presented informational statistics related to complaints received, the current value of the property and estimated cost of repairs.

Mayor Dunn declared the Public Hearing open at 7:24 pm and invited comment from the public. Hearing none, the Public Hearing was closed at 7:25 pm.

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

Ordinance requiring the repair or the demolition and removal of the dwelling located at 1505 Myrtle Avenue (Ordinance No. 10-54)

Mr. Phipps discussed ownership of the property and described its present condition and presented informational statistics related to complaints received, the current value of the property and estimated cost of repairs.



Mayor Dunn declared the Public Hearing open at 7:27 pm and invited comment from the public. Hearing none, the Public Hearing was closed at 7:27 pm.

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

Ordinance requiring the repair or the demolition and removal of the dwelling located at 1506 Myrtle Avenue (Ordinance No. 10-555)

Mr. Phipps discussed ownership of the property and described its present condition and presented informational statistics related to complaints received, the current value of the property and estimated cost of repairs.

Mayor Dunn declared the Public Hearing open at 7:28 pm and invited comment from the public. Hearing none, the Public Hearing was closed at 7:29 pm.

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

Resolution authorizing the sale of City-owned property at 907 Douglas Avenue (Resolution No. 10-42)

Sandra Anderson, of the Community Development Department, explained the terms of the proposed sale.

Mayor Dunn declared the Public Hearing open at 7:30 pm and invited comment from the public. Hearing none, the Public Hearing was closed at 7:31 pm.

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

Resolution authorizing an application to the Federal Transit Administration for a Section 5307 grant for federal operating and capital assistance for Greenville Area Transit (Resolution No. 10-43)

Ms. Anderson explained the application process for Federal grant funds and the proposed use of funding.

Mayor Dunn declared the Public Hearing open at 7:32 pm and invited comment from the public. Hearing none, the Public Hearing was closed at 7:33 pm.

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



Application for funds from the federal Edward Byrne Memorial Justice Assistance Grant Program

Chief Anderson explained the City's eligibility status for funding and the proposed use of grant funding. He stated funding would be available at the start of the Federal fiscal year, which is October.

Mayor Dunn declared the Public Hearing open at 7:33 pm and invited comment from the public. Hearing none, the Public Hearing was closed at 7:34 pm.

Council Member Blackburn moved to approve the application. Council Member Joyner seconded the motion, which was approved by unanimous vote.

Updates to the Manual of Standard Designs and Details

Tim Corley, of the Public Works Department, described the history of the document and stated it is used by developers, contractors, builders and engineers to develop residential plans within the City. The update was requested by the development community and is a result of a series of meetings with work groups, stakeholders and citizens who attended a previous public meeting.

Mayor Dunn declared the Public Hearing open at 7:44 pm and invited comment from the public.

Bob Thompson – No address given

Mr. Thompson addressed the installation of new sidewalk and the elevation of driveways, particularly as relates to a concern for the maneuverability of wheelchairs.

The City Manager stated someone from Public Works would contact Mr. Thompson to get locations where problems exist.

Hearing no further comment, Mayor Dunn closed the Public Hearing at 7:52 pm.

Council Member Joyner moved to approve updates to the manual. Council Member Blackburn seconded the motion, which was approved by unanimous vote.

PUBLIC COMMENT PERIOD

Mayor Dunn opened the Public Comment Period at 7:53 pm and explained procedures to be followed by those wishing to speak. She then invited the first person registered with the City Clerk to come forward.



Bonnie Hutchinson – 400 Stantonsburg Road

Ms. Hutchinson asked that the Council consider improvements to safety at intersections around the hospital grounds where there are traffic signals. She stated she'd nearly been hit twice, and although there is a crosswalk, there seems to be no cycle for pedestrians. Ms. Hutchinson expressed a concern that the area be made safe for hospital employees, visitors and the physically challenged population as well.

James Yahnker – No address given

Mr. Yahnker added his support to Ms. Hutchinson's remarks, stating he had worked at the hospital for 25 years and had been struck by vehicles on Beasley Drive on three occasions. He stated he has learned from his mistakes and has installed lighting on his wheel chair. He asked that the City consider installation of pedestrian buttons for street crossings and that cars not be allowed to turn in front of pedestrians.

Bob Thompson – No address given

Mr. Thompson stated he uses the intersections mentioned several times a week. He stated he was recently at the intersection of Arlington and Stantonsburg on the sidewalk and when the sign came on to allow him to cross, a truck nearly hit his wheelchair. He asked whether Greenville actively enforces the state law about yielding to pedestrians.

There being no one else who wished to address the City Council, Mayor Dunn closed the Public Comment Period at 7:59 pm.

OTHER ITEMS OF BUSINESS

Resolution adopting the 2010 Local Hazard Mitigation Plan (Resolution No. 10-44)

Merrill Flood, Community Development Director, explained the origin and subsequent updates to the local plan. He stated that the purpose of the plan is to identify potential hazards and an action plan in event of a disaster. The current update brings the City's plan into compliance with new State and FEMA guidelines.

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

Establish fair market value for the City-owned home at 604 Ford Street

Sandra Anderson explained the request to establish fair market value for a house constructed by Pitt Community College. She stated the house appraised at \$87,000 and was constructed in 1992 using Affordable Housing Bonds. Once sold, proceeds will be returned to that fund. Council Member Blackburn moved to establish fair market value for 604 Ford Street at \$87,000. Council Member Joyner seconded the motion, which was approved by unanimous vote.



Ordinances adopting budgets for the 2010-2011 Fiscal Year and Operating Plans for Fiscal Year 2011-2012:

(Ordinance No. 10-56)

- a. **City of Greenville, including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority** (Ordinance No. 10-57)
- b. **Greenville Utilities Commission** (Ordinance No. 10-58)

Mr. Bowers provided additional budget information in response to questions raised by the City Council at their June 7th meeting.

During discussion on the issue of pigeon control and air conditioning for the fleet maintenance facility, Mr. Bowers explained the type of air conditioning proposed and Public Works Director Wes Anderson distributed information on temperature variations within the facility per Council Member Joyner's request at the previous meeting. Given the immediate concern for employees working in excessive heat and the time involved in the process to bid out pigeon control, Mayor Pro Tem Kittrell moved to adopt an ordinance (No. 10-56) amending Ordinance No. 9-53 to provide funding to purchase four of the proposed units with current year funding. Council Member Glover seconded the motion, which passed unanimously.

Mr. Bowers asked that Council consider adoption of FY 2010-2011 budget ordinances listed on the agenda as "a" and "b" above as two separate items, and that they do likewise with the financial plans for the following year.

Council Member Blackburn moved to adopt the FY 2010-2011 Budget Ordinance (No. 10-57) for City of Greenville, including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority. Council Member Smith seconded the motion, which was approved by unanimous vote.

Council Member Blackburn moved to adopt the FY 2010-2011 Budget Ordinance (No. 10-58) for Greenville Utilities Commission. Council Member Smith seconded the motion, which was approved by a vote of 4-2, with Council Members Glover and Joyner casting the dissenting votes.

Council Member Glover moved to approve the FY 2011-2012 Financial Plan for City of Greenville, including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority. Council Member Smith seconded the motion, which was approved by unanimous vote.

Council Member Glover moved to approve the FY 2011-2012 Financial Plan for Greenville Utilities Commission. Council Member Smith seconded the motion, which was approved by unanimous vote.



Resolution supporting enactment of legislation which will enhance the enforcement of ABC laws (Resolution No. 10-45)

City Attorney, Dave Holec, presented two resolutions for consideration based on discussion of this item at the June 7th Council meeting. Option A is the resolution requested by the Special Task Force on Public Safety and it calls for enactment of a provision giving local law officers power to enforce ABC laws and calls for a 2% diversion of a local ABC Board's alcoholic beverage sales revenue. Option B calls for enactment of a provision giving local law officers power to enforce ABC laws but does not include the requested 2% diversion.

Council Member Blackburn moved to adopt the resolution based on Option B. Council Member Smith seconded the motion, which was approved by unanimous vote.

COMMENTS FROM MAYOR AND CITY COUNCIL

Council Member Blackburn thanked the citizens who came to share their concerns about crosswalk safety.

Council Member Mercer encouraged citizens to support the Tar River Jam, scheduled for Saturday, June 12th.

CITY MANAGER'S REPORT

Mr. Bowers recommended the Council consider canceling the June 21st meeting.

Council Member Glover moved to cancel the June 21, 2010 City Council meeting. Council Member Smith seconded the motion, which passed by unanimous vote.

ADJOURNMENT

Council Member Joyner moved to adjourn the meeting, seconded by Mayor Pro-Tem Kittrell. There being no further discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 9:04 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Contract award for site planning, design, and contract administration of the Multi-Family Recycling Center Project

Explanation: Attached for City Council's consideration is a contract with Rivers & Associates for site planning, design, and contract administration of the Multi-Family Recycling Center Project. Fourteen architect/engineering firms responded to staff's Request for Proposals expressing interest in this project. The Selection Committee identified and interviewed four firms. A consensus was reached that Rivers & Associates was the most qualified firm.

The proposed scope of work includes providing the site planning, design, and contract administration for the project. Rivers & Associates proposed a lump-sum fee of \$110,964 for the project. Staff considers this fee to be reasonable based on the scope of the work involved in site planning, design, and managing the construction of the recycling centers.

The construction phase of this project will include installation of recycling centers at approximately 200 existing multi-family complexes within the City of Greenville. After completion of the project, each multi-family complex within the City will have a minimum of one 96-gallon recycling roll-out container for every 20 units. Any new multi-family complexes approved after July 1, 2010 will be required to install recycling centers as a part of construction.

The project will begin immediately upon approval of the contract, and all recycling centers are scheduled to be completed by June 2012.

Fiscal Note: Funding for this project is through the City's Sanitation Fund. A surcharge of \$.42 per multi-family unit per month was added to the multi-family refuse fee beginning July 1, 2010 to fund the project. The surcharge will be reduced to \$.09 cents per unit per month after four years. The surcharge then funds the City's maintenance and repair of all of the multi-family recycling centers.

Recommendation: Award a professional services contract to Rivers & Associates for site planning, design, and contract administration for the Multi-Family Recycling Center Project for a lump-sum fee of \$110,964.

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

Attachments / click to download

- [Scope of Service](#)
 - [Agreement for Multifamily Recycling Center](#)
-



Scope of Services

City of Greenville Multi-Family Complex Recycling Centers Greenville, North Carolina

Preliminary Design Phase

1. Project kick-off meeting with Public Works Staff to review project requirements and review existing recycling centers installed by City.
2. Work with Public Works Department and City Attorney's office to develop Multi-family Agreement.
3. Utilize City GIS information to prepare schematic map for each multi-family development and determine number of carts required (estimated at 200).
4. Generate typical details for recycling centers sized to accommodate 1 to 8 containers.

Final Design Phase

1. Utilize list of multi-family developments provided by City to develop an informational mailing notifying all of the affected property owners of the upcoming project and introducing the Design Team that will be contacting them to arrange an on-site meeting.
2. Contact each property owner / property manager to schedule a time to meet and discuss their recycling requirements.
3. Meet on-site with Owner to review typical details and site conditions in order to determine location for required recycling center.
4. Prepare final design drawings utilizing schematic layouts and standard details.
5. Prepare technical specifications related to type of work to be completed. Contract Documents to include bid quantities, General Conditions, MBE forms, etc.
6. Provide the City with construction schedule estimates and cost estimates for time and fiscal budgeting purposes.
7. Complete bid documents to be included in the engineering specifications.

Bidding and Negotiations Phase

1. To ensure timely completion of the total project, individual project areas will be grouped together and bid as the plans are completed (estimated at 6 groups with 30-35 sites in each group).
2. Produce a list of contractors and distribute advertisements to the appropriate plan rooms and newspapers.

3. Advertise project to allow the potential bidders adequate time to assess the required work elements and thus present to the City the best competitive bid pricing.
4. Facilitate pre-bid meetings and issue appropriate addenda during the bid advertisement periods.
5. Conduct Bid Openings.
6. After receipt and evaluation of bids, prepare recommendations for the award of construction contracts.
7. Upon a contract award by the City, prepare and facilitate execution of the required contract documents for the contracting parties.

Construction Administration Phase

1. Prepare notification of, agenda for and conduct preconstruction conferences.
2. Perform review of shop drawings.
3. Administer the construction of the project, including conducting monthly progress meetings with the City and contractor, interpretation of plans and specifications as required, review of contractor's pay requests, preparing necessary change orders, conduct final inspections of the work, and processing construction contract close out.
4. Provide determination to the City of Greenville as to whether or not the project work is in substantial compliance with the project contract documents.
5. Furnish a set of record drawings based on engineer's observations and information furnished by the contractor.

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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

THIS IS AN AGREEMENT effective as of Sept. , 9, 2010 ("Effective Date") between
City of Greenville, NC ("Owner") and
Rivers & Associates, Inc. ("Engineer").

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

Multi-family Complex Recycling Centers ("Project").

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

site planning / design and contract administration

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. B. Owner shall pay Engineer as set forth in Exhibit C.

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in

any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

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

6.04 *Insurance*

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

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

6.05 *Suspension and Termination*

- A. A. *Suspension:*
1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *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. A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

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

6.10 *Indemnification and Mutual Waiver*

- A. A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~**

- B. ~~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. ~~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. E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. A. Exhibit A, Engineer’s Services.
- B. B. Exhibit B, Owner’s Responsibilities.
- C. C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. ***Not included***
- E. E. Exhibit E, Notice of Acceptability of Work. ***Not included***
- F. F. Exhibit F, Construction Cost Limit. ***Not included***
- G. G. Exhibit G, Insurance.
- H. H. Exhibit H, Dispute Resolution. ***Not included***
- I. I. Exhibit I, Limitations of Liability. ***Not included***
- J. J. Exhibit J, Special Provisions. ***Not included***
- K. K. Exhibit K, Amendment to Owner-Engineer Agreement. ***Not included***

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

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

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

Owner: City of Greenville

Engineer: Rivers & Associates

By: Patricia C. Dunn

By: Marvin E. Garner, Jr., AICP

Title: Mayor

Title: Vice President

Date: _____

Date: _____

Signed: _____

Signed: _____

Firm's Certificate No. F-0334

State of: North Carolina

Address for giving notices:

Address for giving notices:

Public Works Department

107 East Second Street

1500 Beatty Street / PO Box 7207

PO Box 929

Greenville, NC 27835

Greenville, NC 27835

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Wesley B. Anderson, P.E.

F. Durward Tyson, Jr., P.E.

Title: Public Works Director

Title: Project Manager

Phone Number: 252-329-4522

Phone Number: 252-752-4135

Facsimile Number: 252-329-4535

Facsimile Number: 252-752-3974

E-Mail Address: wbanderson@greenvillenc.gov

E-Mail Address: dtyson@riversandassociates.com

APPROVED AS TO FORM:

THIS DISBURSEMENT HAS BEEN APPROVED AS
REQUIRED BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT.

By: David A. Holec

By: Bernita W. Demery

Title: City Attorney

Title: City Finance Director

Date: _____

Date: _____

Signature: _____

Signature: _____

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This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Sept. 9, 2010.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01 Study and Report Phase~~

~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate [*insert specific number or list here*] alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: [*here list any such tasks or deliverables*]~~
- ~~7. Furnish review copies of the Report and any other deliverables to Owner within calendar days of the Effective Date and review it with Owner. Within calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish ___ copies of the revised Report and any other deliverables to the Owner within ___ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

A1.02 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- ~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - prepare schematic maps for each multi-family development
 - generate typical details for recycling centers
 - contact property owners to schedule on-site meetings
 - conduct on-site meetings to determine location of recycling center(s)
- ~~6. Furnish ___ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ___ calendar days of authorization to proceed with this phase, and review them with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
- ~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner ___ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ___ calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks and/or deliverables:
 - A. Prepare final design drawings utilizing schematic layouts and standard details.
 - B. Prepare technical specifications related to type of work to be completed. Informal contract documents to include bid quantities, General Conditions, MBE forms.
 - C. Provide the City with construction schedule estimates and cost estimates for time and fiscal budgeting purposes.
 5. Within 60 days of Notice to Proceed, prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01., instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final reproducible copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables identified in Exhibit J to Owner within 14 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating,

Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 6. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining informal bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 - ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. ~~*Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]~~
3. ~~*Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. ~~*Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
7. ~~*Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. ~~Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~~~

- ~~b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.~~
8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

- ~~13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility

on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.

~~17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.~~

~~18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: [here list any such tasks or deliverables].~~

19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

~~A1.06—Post-Construction Phase—Not applicable to this contract~~

~~A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~
- ~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~
- ~~3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
{Here list any such tasks or deliverables}~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

~~**PART 2—ADDITIONAL SERVICES—Not applicable to this contract**~~

~~A2.01—Additional Services Requiring Owner's Written Authorization~~

~~A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below:~~

- ~~1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.~~
- ~~2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.~~
- ~~3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.~~
- ~~4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
- ~~5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.~~

- ~~6. Providing renderings or models for Owner's use.~~
- ~~7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.~~
- ~~8. Furnishing services of Consultants for other than Basic Services.~~
- ~~9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.~~
- ~~10. Services during out of town travel required of Engineer other than for visits to the Site or Owner's office.~~
- ~~11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.~~
- ~~12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.~~
- ~~13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.~~
- ~~14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~
- ~~15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.~~
- ~~16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.~~
- ~~17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.~~
- ~~18. Preparation of operation and maintenance manuals.~~
- ~~19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.~~

- ~~20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.~~
- ~~21. Assistance in connection with the adjusting of Project equipment and systems.~~
- ~~22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
- ~~23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record keeping.~~
- ~~24. Overtime work requiring higher than regular rates.~~
- ~~25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.~~

~~A2.02 Additional Services Not Requiring Owner's Written Authorization — **Not applicable to this contract**~~

- ~~A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~
 - ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
 - ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
 - ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
 - ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
 - ~~5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
 - ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~

- ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.~~
- ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Sept. 9, 2010.

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.~~
 7. Current GIS information (parcels, transportation impervious, buildings, etc.) and aerial photography for use in preparing base maps.

- 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]*.~~

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated Sept. 9, 2010.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ 110,964.00 based on the following estimated distribution of compensation:

- | | |
|----------------------------------|---------------------|
| a. Study and Report Phase | \$ <u>n/a</u> |
| b. Preliminary Design Phase | \$ <u>16,400.00</u> |
| c. Final Design Phase | \$ <u>59,600.00</u> |
| d. Bidding and Negotiating Phase | \$ <u>9,400.00</u> |
| e. Construction Phase | \$ <u>25,564.00</u> |
| f. Post-Construction Phase | \$ <u>n/a</u> |

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 24 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

(This page intentionally left blank)

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Sept. 9, 2010.

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: | \$ <u>100,000</u> |
| 2) Disease, Policy Limit: | \$ <u>500,000</u> |
| 3) Disease, Each Employee: | \$ <u>100,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ <u>1,000,000</u> |
| 2) General Aggregate: | \$ <u>2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ <u>2,000,000</u> |
| 2) General Aggregate: | \$ <u>2,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ <u>n/a</u> |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ <u>2,000,000</u> |
| 2) Annual Aggregate | \$ <u>2,000,000</u> |
| g. Other (specify): | \$ <u>n/a</u> |

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Sept. 9, 2010.

Special Provisions

Paragraph(s) A1.03 C of the Agreement is/are amended to include the following agreement(s) of the parties:

Deliverables include:

Preliminary Design Phase

1. Typical details for recycling centers.

Final Design Phase

1. Mailing to all affected multi-family property owners.
2. Owner Agreements for all affected properties.
3. Technical specifications and bid documents – 6 groups with 30-35 sites each.
4. Updated Preliminary Opinion of Construction Cost – 1 per each group.

Bidding and Negotiations Phase

1. 15 sets of final specifications and bid documents per group (90 total).
2. Certified Bid Tabulation and Letter of Recommendation per group.

Construction Administration Phase

1. Contract documents for each group.
2. CD containing construction drawings in PDF and DWG (AutoCAD V. 2009) formats.



City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Contract award for the Watershed Inventory and Master Plan – Pilot Study

Explanation: The Public Works Department recently solicited Requests for Qualifications from qualified engineering firms interested in providing watershed master planning services that address both water quality and quantity matters. Services will include inventory of the existing system, design and development of geographic information system (GIS) database, hydrology/hydraulic modeling, development of standard operating procedures, quality assurance/control program, and capital project needs/priorities. The Public Works Department will use these products to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.


In response to the Requests for Qualifications, 26 consulting firms/teams submitted proposals. Four firms/teams were pre-qualified and selected for interviews. Those firms were Withers & Ravenel, Stantec, WK Dickson, and Dewberry. After the interviews, WK Dickson was selected as the firm best suited to prepare the Standard Operating Procedures and perform the Pilot Study (Meetinghouse and Bell Branch Watersheds). Attached is the lump-sum fee proposal and the recommended scope of services as proposed by WK Dickson. The contract will take approximately one year to complete.

Fiscal Note: The study will be funded by the Stormwater Utility. This project was included in the FY 2009-2013 capital improvement program. Funding was carried over to this fiscal year.

Recommendation: Approve the award of a professional services contract to WK Dickson in the amount of \$368,255 for the Watershed Inventory and Master Plan – Pilot Study.

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

Attachments / click to download

 [Agreement for Watershed Inventory and Master Plan](#)

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in **Item #5** and

workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

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EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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

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

THIS IS AN AGREEMENT effective as of August 12, 2010 (“Effective Date”) between
City of Greenville (“Owner”) and
W. K. Dickson Co., Inc. (“Engineer”).

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

Watershed Inventory and Master Plan – Pilot Study
("Project").

Engineer's services under this Agreement are generally identified as follows:
See Exhibit A

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

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

4.02 *Payments*

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

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. ~~*Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same

- time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and regulations.
 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any

failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between

the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.

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

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in

the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

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

6.05 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

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

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~**
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or

entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

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

11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such

construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative – Not Applicable
- E. Exhibit E, Notice of Acceptability of Work – Not Applicable
- F. Exhibit F, Construction Cost Limit – Not Applicable
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution – Not Included
- I. Exhibit I, Limitations of Liability – Not Included
- J. Exhibit J, Special Provisions – Not Included
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

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

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

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

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

Owner: _____
City of Greenville

Engineer: _____
W. K. Dickson Co., Inc.

By: _____

By: Scott Whalen, PE

Title: _____

Title: Vice President

Date _____

Date _____

Signed: _____

Signed: _____

Engineer License or Firm's Certificate No. F-0374

State of: North Carolina

Address for giving notices: _____

Address for giving notices: _____

1500 Beatty Street

720 Corporate Center Drive

Greenville, NC

Raleigh, NC

27834

27607

Designated Representative (Paragraph 8.03.A): _____

Designated Representative (Paragraph 8.03.A): _____

Tom Murray, P. E.

Title: _____

Title: Project Manager

Phone Number: _____

Phone Number: 919-782-0495

Facsimile Number: _____

Facsimile Number: 919-782-9672

E-Mail Address: _____

E-Mail Address: tmurray@wkdickson.com

This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 12, 2010.

Engineer's Services

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

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

1.0 Project Management

WK Dickson will manage the project in a manner so as to be responsive to the needs and schedule of the City of Greenville (the City) and assure the quality of the product. The following project management and administration efforts will include but not be limited to the following items:

- Oversee the project team relative to ensuring budget, schedule and conformance to the project scope on a day-to-day basis
- Provide a minimum of two project contacts for the City so that at anytime someone familiar with the project can be available to the City if questions, comments, concerns, or other project needs arise. These points of contact will be Scott Whalen as the Senior Project Manager and Tom Murray as the Project Manager.
- Ensure the quality control program throughout the life of the project as outlined in the Project Work Plan Manual
- Perform project planning and formulation
- Update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason. All other minor schedule updates will occur in the monthly project reporting
- Meet with the City's Project Team as appropriate throughout the life of the project via conference call or be available to answer project related questions on a regular basis via phone calls and email
- Prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall approximately coincide with monthly project invoicing.
- Provide an ArcGIS Server website to the City for the duration of the project. The website will host project data and allow the City to view updates throughout the project
- Maintain a project cost accounting system throughout the life of the Project
- Maintain a project filing system throughout the life of the Project to use for storage and retrieval of project documents.

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

Project Management is anticipated to occur on an ongoing basis throughout the entire 12 month project schedule.

2.0 Review of Existing Stormwater Management Program

WK Dickson will review the City of Greenville's Stormwater Management Program dated September 2004 relative to the current status of their program and the future stormwater master planning the City is undertaking. Specifically, we will look for processes and procedures that can be incorporated into the standard operating procedures (SOP) manual that will increase efficiency and improve the overall workflow process. A list of recommendations will be developed and presented to City Staff for consideration. If the recommendations are accepted/approved then they will be integrated into the SOP Manual.

3.0 Development of Standard Operating Procedures (SOP)

A series of five (5) work sessions as outlined in Section 11.0 will be held with the City Staff and others to develop, review and revise the manuals for Standard Operating Procedures for Master Planning and Standard Operating Procedures for Data Maintenance. These work sessions will include a minimum of three (3) in-person meetings with designated City staff where various operating procedures will be presented, the pros and cons discussed and a path forward agreed upon. The three (3) in person work session are anticipated to be as follows:

1. Inventory SOPs
2. Modeling/Planning SOPs
3. Maintenance SOPs

Based upon the City's input and direction during these work sessions WK Dickson will then draft the SOP manuals for the Inventory, the Master Plan and the Data Maintenance. These draft manuals will be submitted to the City for their review, comment and approval. Once comments are received and incorporated into the SOP manuals they will be provided to City's other consulting firms for peer review. Any comments received from the peer firms will be discussed with the City to determine if the comments should be incorporated into the SOP manual or not. After all revisions to the SOP manuals are made the final version will be submitted to the City for their review and approval.

3.1 Inventory and Master Plan Standard Operating Procedures

WK Dickson understands that a key part of this (or any) Pilot Study is to develop a Standard Operating Procedures manual that will help deliver consistent stormwater inventory data and master planning documents from multiple consultants as the effort is expanded city-wide. As part of this manual we will develop the following:

- Standard Scope of Services
- Standard Report Templates (MS Word 2003)
 - Table of Contents
 - Layout
 - Exhibits
 - Figures

- Appendix
- Tables
- Standard hydrologic, hydraulic and water quality model based on the model selection matrix. Model selection may vary based on the type and size of conveyance system, drainage area size, and model objectives as well as other factors.
- Standard values, ranges, and procedures for determining model parameters including but not limited to the following:
 - Rainfall duration, depths, frequencies
 - Landuse types (existing and future)
 - CN values (existing and future)
 - Time of concentration
 - Maximum drainage area size
 - Manning “n” values
 - Entrance and exit loss coefficients
- Standard modeling assumptions and methodologies (i.e. account for storage, or not, existing vs. future conditions, starting WSELs, etc.)
- Process for prioritization method of capital projects
- Process for prioritization method of maintenance projects
- Typical public involvement elements
- Process for establishing primary and secondary system modeling limits
- Process for establishing inventory limits
- Standard data dictionary in ESRI Geodatabase format
- Standard data collection process
- Standard data transfer process
- Standard quality control process

The above list is not comprehensive but a sample of the key elements required for an inventory and master plan. The final SOP manual will include the relevant elements needed to deliver a city-wide uniform stormwater inventory and master plan.

3.2 Data Maintenance Standard Operating Procedures

It is understood that the City desires to take over the data maintenance after the city-wide inventory and master planning are completed by its consultants and, as a result, a detailed data maintenance manual is desired. WK Dickson will develop a manual that outlines the SOPs for the Data Maintenance process. The manual will include but not necessarily be limited to the following:

- Introduction
- Data Update Triggers
- Digital Data Submittals
- Technical Specifications
- Data Collection Overview
- Data Collection Procedures
- Attribute Database
- Project Control Points

- GPS Settings and Protocols
- Daily Mission Planning
- Daily Field Files
- Data Transfer
- Quality Control

This data maintenance manual will be a step-by-step guide that can be used to maintain and update the stormwater inventory data on a regular basis.

4.0 Model Selection Matrix

The Consultant shall provide a model selection matrix based on analysis of the available models for water quality, hydrologic and hydraulic modeling. The matrix shall include, but not be limited to: cost, availability, popularity, technical support, technical accuracy, usability, licensing issues, data requirements, graphics capabilities, reporting capabilities, GIS compatibility/interface, stability/instability, and multiple function capabilities(i.e. rainfall, runoff, water quantity and water quality etc).

5.0 Data Collection

5.1 Review Existing Data Sources

WK Dickson will assimilate relevant data such as GIS, as-built drawings, FEMA flood studies, USGS studies, history of flooding, etc. GIS data may include aerial photography, topography, zoning, soils, planimetrics, stormwater inventory, etc.

5.2 Gaps Analysis

WK Dickson will determine additional data needs based on the existing data available to complete the modeling and analysis of the Watershed Inventory and Master Plan - Pilot Study. Through preliminary field investigation, discussion with City Staff and GIS analysis, WK Dickson will identify primary and secondary modeling limits as defined in SOPs developed in Task 3.1 above.

5.3 Crest Gauge Installation

WK Dickson shall install a crest gauge system (up to 16) within the various watersheds in Greenville to collect high water data for this project and future projects. This data will be used in validating the stormwater models. Following the initial field visits, the WK Dickson shall recommend a crest gauge location based on geographic location, hydraulic location, stream characteristics and known problem areas. WK Dickson will explore opportunities to coordinate with the North Carolina District of the USGS on the installation of continuous record stream flow gauges at one or more of these locations. It is anticipated that City staff will assist WK Dickson in the collection of data after storm events during the life of this project.

A Technical Memo (TM) will be developed to provide City staff with instructions for reading, recording and resetting the crest gauges as well as posting flood level data collected after a storm event of interest. The Technical Memo will be included in the appendix of the final Watershed Inventory and Master Plan - Pilot Study.

5.4 Engineering Field Investigation and Stream Walk

WK Dickson will complete a stream walk and photolog of the primary system as shown in Attachment 1 within the Pilot Study Area to collect data required for the modeling analysis and geomorphic stream assessment. The field investigation and stream walk will include but not necessarily be limited to the following:

- Identify highwater marks for survey location
- Measure channel dimensions for hydraulic model
- Verify landuses (visual)
- Estimate Manning's 'n' values
- Verify watershed boundaries
- Identify key hydraulic structures to be modeled
- Geomorphic Assessment cross sections with bankfull (BF) identification
- Geomorphic Assessment stream profile
- Conduct Photolog with GPS points
- Identify problem area and map via GPS
- Perform geomorphic assessment
- Perform Bank Erosion Hazard Index (BEHI) and bank stability assessment (map unstable banks)
- Establish bank pins to quantify erosion

The summary of findings for the stream walk will be incorporated into the Watershed Master Plan.

6.0 Stormwater Inventory

The intent of this task is for WK Dickson to capture the stormwater utility infrastructure in the pilot watershed area and use the data to develop a Geographic Information System (GIS) scope and coverage for the stormwater utility systems. This task will be accomplished using Global Positioning Systems (GPS) as the primary means of data capture. This task will be managed as a unit cost task and only the actual number of structures collected at the established unit rates will be billed. If the actual number of structures are less than what is estimated then only that number of structures will be billed. If the number of actual structures exceed the estimated number of structures then we will not exceed the estimated number of structures without prior written authorization from the City Project Manager. The pilot project area has been defined by the City as shown in Attachment 1.

6.1 Inventory Specifications

- This is a Survey Grade project.
- The horizontal datum is NAD 83/86.
- The coordinate system is State Plane North Carolina 3200.
- The vertical datum is NAVD 88.
- The unit of measurement is the US Survey Foot.
- Features and Attributes will be developed in an ESRI Geodatabase format as part of Task 3.1 above.
- City will be responsible for resolving Difficult Access (DA) structures on this project.

6.2 Inventory Coordination

WK Dickson will meet with the City as part of the project meetings outlined in Task 11 below to discuss the various aspects of the inventory. At minimum, the following topics should be addressed as well as any other relevant issues or concerns the City may have relating to the stormwater inventory.

- Available Source Documents
- Attribute Database Design
- Point of Vertical Control (fixed position of coordinates & elevations on system structures)
- Unique Identification Number (structure numbering scheme)
- Digital Photographs
- Establishing System Connectivity
- Difficult Access Coordination
- Safety and Traffic Control

The outcome of the discussions about the above items will be incorporated into the SOPs developed during Task 3 above.

6.3 Stormwater Utility System Mapping

Closed System Inventory

WK Dickson will employ survey grade GPS to locate the x,y,z coordinates of each visible stormwater system structure. Stream/open channel and bridge surveys will be limited to those cases which are required to complete connectivity as determined by the hydraulic engineer from WK Dickson and for modeling purposes. WK Dickson will collect various attributes for each of these structures. The attributes may include but are not limited to the following:

- Unique identification number
- Horizontal location
- Vertical location (structure)
- Street number
- Street name
- Street designation
- Structure type
- Structure size
- Structure material
- Structure age
- Structure condition
- Water quality (odor, sheen, dry weather flow, etc.)
- Obstruction percentage
- Obstruction type
- Pipe shape
- Pipe size
- Pipe invert elevation
- Pipe material
- Pipe end type (projecting from fill, flared end section etc.)

- Headwall type
- Headwall material
- Wingwall configuration (straight or mitered to slope)
- Wingwall angle
- Hyperlinked photo

Collection of the public stormwater drainage system will be the emphasis of this project. This will include systems that convey stormwater runoff from public streets or public property, including systems on public or private property that convey runoff originating from public streets or crossing private property. The outfalls only of private systems will be inventoried unless the private system drains across a private property and conveys public water in which case the entire system will be inventoried. The size of the systems to be inventoried will be all pipes greater than or equal to 15” in diameter and 50 feet in length unless specific pipe(s) are determined by WK Dickson’s hydraulic engineer as critical to the system hydraulics for the master plan.

If during the course of the stormwater inventory WK Dickson’s field crews observe odors, sheens, or potential illicit discharges we will notify the City’s Project Manager within the same business day if at all possible but no later than 24 hours from the time of observation. Additionally, if our field crews observe dry weather flows as defined in the City’s current Phase II permit we will record the location of the dry weather flow and report it to the City’s Project Manager on a weekly basis.

Primary System Open Channel Inventory

If any bridge or culvert surveys are required for modeling purposes those surveys will be performed according to FEMA standards. It is not anticipated that any transects will be physically surveyed for hydraulic modeling purposes but that all cross-section data will either be taken from the existing FEMA model(s) or from best available data.

If WK Dickson’s hydraulic engineer determines that the in-channel area will be significant relative to modeling purposes a four-point (two top of bank and two bottom of bank section) of the in-channel section will be field surveyed.

A unit cost and a specific number of four-point surveys has been estimated for budgetary purposes noted in Exhibit C Compensation Packet BC-1.

Secondary System Open Channel Inventory

If man-made or natural channels exists along the secondary system between two bounding structures (i.e. an inventoried pipe crossing or culvert crossing) a single channel measurement (top width, bottom width, depth, and liner type) will be taken between these bounding structures and incorporated into the inventory. Then the channel between the bounding structures will be digitized from best available data and the information collected in the channel measurement will be inferred onto the digitized line as representation of the entire channel length. If bounding structures do not exist no channel measurements will be taken.

A unit cost and a specific number of channel measurements to be taken have been estimated for budgetary purposes noted in Exhibit C Compensation Packet BC-1.

BMP Inventory

Where accessible WK Dickson will field inventory the outfall of any readily identifiable BMP such as a dry pond, wet pond, stormwater wetland or bioretention area. A point feature will be used to represent the BMP in the inventory unless the BMP is readily visible and can be digitized from on the City' aerial mapping in which case it will be included as a polygon feature.

A unit cost and a specific number of BMPs to be inventoried has been estimated for budgetary purposes noted in Exhibit C Compensation Packet BC-1.

Detention/Retention Facility Inventory

Only the information necessary to model a detention/retention facility will be will be inventoried if WK Dickson's hydraulic engineer determines that facility needs to be accounted for in the hydraulic model to accurately reflect the attenuation effect of the detention facility. The types of information that will be typically collected would include but necessarily be limited to the following:

- Riser elevation
- Riser material
- Riser diameter
- Barrel material
- Barrel diameter
- Barrel slope
- Emergency spillway elevation
- Emergency spillway configuration
- Emergency spillway material
- Overtopping elevation

A unit cost and a specific number of detention/retention facilities to be inventoried has been estimated for budgetary purposes noted in Exhibit C Compensation Packet BC-1.

6.4 Difficult Access (DA) Structures

There will always be some structures which cannot be accessed in the field for various reasons. These could be sedimentation, debris, structure being covered over or paved over, access problems etc. In this case a reasonable attempt to access the structure will be made. In the event that this is not possible, then a location will be stored for the structure and a report provided to the City for resolution by designated City staff. Once the structure is made accessible then we will re-visit the structure and collect the missing attributes. These structures will be invoiced twice, once for the initial visit and again for the second.

WK Dickson will spend approximately 5 minutes searching for system structures. Difficult access structures and structures that are not found will be reported bi-weekly to the City. Should the City staff identify and resolve the issues with these structures, WK Dickson will return and collect the appropriate attribute information.

Prior to beginning the field inventory WK Dickson will work with the City Staff to develop a list of what typically constitutes a difficult access structure, how these structures will be resolved and ultimately how they will be incorporated into the final inventory. In addition, if the difficult access structures can not be resolved an agreed upon procedure for documenting these structures in the GIS will be developed.

Ultimately these procedures will be incorporated into the Inventory SOP Manual developed as part of Task 3.0 above.

For cost estimating purposes, WK Dickson will assume that approximately 15% of the total structures estimated will be DA structures.

6.5 Digital Development System Connectivity

WK Dickson will utilize ESRI ArcGIS software to compile a GIS representation of the underground stormwater utility system. We will identify, organize and import relevant background files to supplement the project field data and assist with establishing system connectivity. WK Dickson has designed an innovative custom extension for ArcGIS, specifically written for stormwater inventories. This extension will automate the creation of a new Pipe Feature Shapefile, that connects the inventory point features with new pipe features and populates each new pipe feature with size and type attributes. Additionally, this extension will cross-check the attributes of the structures on both ends of the pipe. A list of discrepancies or “Data Issues”, such as “Conflicting Size”, “Conflicting Type” or “Destination Not Found” is automatically created for a in the field quality control analysis of the field dataset. This in the field quality control will be performed by a hydraulic engineer as part of the overall project quality control and will not be invoiced as an additional structure inventoried.

6.6 City Redline Review Process

After completion of the field inventory, WK Dickson will provide one set of hardcopy maps of the connected underground system and will work closely with the City to identify inaccuracies and anomalies. It is intended that the City redline the entire set by circulating them among the various departments and personnel associated with the maintenance of the stormwater system. WK Dickson will then edit the GIS layer to reflect any changes. No additional field work is anticipated for this task.

6.7 Monument Densification

This task is an optional additional service and the scope and fee has been provided to the City under separate cover.

7.0 Public Involvement

7.1 Public Meetings

WK Dickson will prepare for and attend a maximum of one (1) public meeting for watershed residents. WK Dickson will provide the following for each meeting:

- Prepare 3 exhibits (utilizing GIS data) including but not limited to: streets, buildings, tree lines, drainage system, watershed, and citizen questionnaire results;
- Prepare a general 10-15 minute Power Point presentation
- Solicit input from citizens, developers or engineers via the meeting
- Answer technical questions from citizens, developers or engineers
- Prepare meeting minutes and incorporate citizen input into watershed study
- Up to four break out stations will be provided

- Up to four WK Dickson staff persons familiar with the project will be provided

7.2 Public Questionnaire

WK Dickson will prepare drainage questionnaire to be provided to the City to mail to watershed residents with information about initial public meeting. Questionnaire will also be made web-accessible with a link to the City's website. The City will coordinate the production and mailing of the questionnaires.

WK Dickson will tabulate results of questionnaire respondents in a geodatabase format.

WK Dickson will present questionnaire results in final report.

8.0 Hydrologic and Hydraulic Modeling

Specific care will be placed on coordination of activities with the City's staff. Prior to the field investigation phase, WK Dickson will gather available project background information from the City and items which may require special attention during the field investigation. Whenever possible, WK Dickson will avoid duplication of previous technical effort by utilizing resources collected during Task 3.0 for pertinent information such as Pitt County, the City of Greenville, the NC Emergency Management Agency, the Natural Resources Conservation Service, the U.S. Geological Survey, and Federal Emergency Management Agency.

8.1 Hydrologic Modeling

WK Dickson will utilize a model as determined through the model selection process to develop the hydrologic characteristics and peak flows for the various storm events for the Meetinghouse and Bell Branch watersheds with a downstream limit being the confluence of Meetinghouse Branch and Hardee Creek. The hydrology limits are approximated as shown in Attachment 1. Subwatersheds will be delineated as appropriate and shall typically range in size between 20 and 100 acres. Subwatersheds divides will occur at significant hydrologic features such as culvert crossings, confluences, and detention facilities. Watershed characteristics will be identified for each subwatershed in a manner consistent with the NRCS (TR-55) and proposed land uses will be developed from zoning information provided by the City. Hydrologic parameters calculated will include, subwatershed area, existing land use, future land use, curve number, time of concentration, NRCS soil types, significant detention storage areas, directly connected impervious area, and channel routing characteristics. WK Dickson will evaluate the 2-, 10-, 25-, 50-, and 100-year events as part of our modeling efforts. Existing and future land use will be evaluated for the watershed.

8.2 Primary System Modeling

Hydraulic modeling of the primary system will utilize the hydraulic model as determined through the model selection process. The primary systems studied in the hydraulic model will include the mainstem of Meetinghouse Branch and Bell Branch from a downstream limit at the confluence of Meetinghouse Branch and Hardee Creek immediately upstream of 10th Street to the upstream limits as noted on Attachment 1. The total primary system to be evaluated is approximately 30,000 LF. The model will be used on the

primary system to determine hydraulic profiles for the various flows developed by the model described above. The effective FEMA model will be utilized to the extent possible to establish and/or check calculated starting water surface elevations, provide a point of verification for model results, and provide hydraulic input data as applicable.

Identification of Secondary Systems

Secondary systems include selected drainage features that drain to the mainstem of Meetinghouse Branch or Bell Branch. Examples would include closed pipe systems with known flooding problems, open channel systems that drain to either Bell Branch or Meetinghouse Branch with known flooding problems or other hydraulic systems with known flooding problems that are not located along the primary system. For budgetary estimating purposes for this project, we have included approximately 10,000 LF of secondary systems to be studied in detail. Analyzed systems will be identified based on watershed reconnaissance, historical drainage complaints, community input, feedback from the City, and other means to determine systems that may be undersized. WK Dickson staff will present the list of secondary systems to be modeled to the City's Project Manager for approval before the secondary system analysis is performed.

8.3 Secondary System Modeling

For the closed systems, SWMM, HGL spreadsheets or industry standard software will be used to evaluate hydraulic performance. The selection of the actual model type will be discussed with the City during the model selection process (Task 4) above with focus on future modeling efforts.

For open channel systems, cross sections will be developed from available topographic mapping (LiDAR) and channel dimensions measured in the field with a tape. Cross sections will be taken at sufficient intervals from the LiDAR information such that the head-loss between sections is limited to 0.5' or less unless impractical. Water surface profiles shall be determined for the 2-, 10-, 25-, 50-, and 100-year storm events for existing and future conditions. Starting water surface elevations (WSELs) will be based on either the slope area method or the WSELs developed as part of the statewide FEMA mapping project. Selection of the appropriate starting WSEL will be discussed and agreed upon with the City prior to finalizing the modeling and will be documented in the final report.

8.4 Model Validation

Stormwater models will be validated utilizing high water marks, crest gauge results (if available), regression equations and USGS gauges (if available), recent floodplain mapping efforts performed by the State, and USGS Regional Relations developed for peak discharges, as well as other pertinent data provided by the City or the public. All validation efforts will be documented and reported to the City. Upon completion of the validation process, runoff hydrographs will be computed with results being presented to the City for their approval prior to beginning any hydraulic modeling.

8.5 Floodplain Delineation and Mapping

WK Dickson shall delineate riverine-generated floodplains for the existing and future 25- and 100-year floods for all of the primary open drainage systems. The mapping of floodplains will be compared to the effective FEMA floodplains for consistency, but may differ based on different hydrologic modeling approaches. The limits of the future floodplain mapping will extend upstream to the limits of the open channel conveyance system.

9.0 Watershed Master Plan

9.1 Flood Hazard Mitigation Alternative Development

Based upon the modeling results portions of the storm drainage system not meeting established design standards will be identified and prioritized for possible improvements. Citizen and City Staff input will be cross-referenced to the model results to determine problems that may have been misidentified, that should be classified as maintenance or nuisance issues, or that may not qualify for service under the established project guidelines.

Once the problem areas have been identified, improvement options will be considered that may include:

- Upgrade of the entire drainage system to meet established design criteria;
- Upgrade of portions of the drainage system to lesser design standards;
- Use alternative best management practices for water quantity and quality control, such as detention ponds or water quality retrofits; and
- Alternative alignments and materials to minimize construction cost and impacts to private property, transportation systems, and other existing infrastructure.

When possible, atypical and innovative solutions will be considered to reduce cost and provide solutions which optimize the drainage system's capacity/functionality and long-term condition while balancing the important issues of neighborhood aesthetics and public relations. Performance standards for the recommended stormwater system improvements under existing land use conditions will be evaluated. The function of the recommended improvements under potential future build-out conditions based upon available zoning will also be considered.

9.2 Water Quality Retrofits and Bank Stability Alternatives

Based on the Engineering Field Investigation and Stream Walk completed in Task 3.4, WK Dickson will recommend bank stabilization projects to protect structure foundations, utilities, and reduce sediment loads to the streams. In some instances stream restoration projects may be recommended, particularly if the proposed restoration will mitigate for other recommended flood control projects.

Water quality retrofit projects (BMPs) will be recommended to provide water quality treatment of stormwater runoff. Projects will be identified through GIS analysis and confirmed through field investigation and staff discussions.

9.3 Evaluate Capital Construction Costs

Capital Improvements will be recommended and a budget (planning level) cost analysis will be computed using recent bid tab information of similar projects and input on the local bid climate from City Staff. Budget costs for improvements shall include, at a minimum, installation of the following elements: storm drainage improvements, channel restoration and stabilization materials, grading, necessary street improvements, water and sewer utility relocations(if the utility is located within a specific utility easement

instead of the public right-of-way), erosion and sediment control measures, traffic control measures, miscellaneous items (e.g. fencing, walls, etc.), environmental mitigation costs and easement acquisition estimates, and stormwater Best Management Practices (BMPs) as appropriate.

9.4 Prioritize Projects

The prioritization matrix that was developed in coordination with the City as part of the SOPs will be used to rank the recommended projects based on factors such as, public safety, level of service, flood reduction benefits, water quality improvements, capital costs, private property impacts, permitting requirements, funding availability, etc.

9.5 Draft Watershed Plan Report

The draft watershed plan report will be prepared in accordance with the SOPs developed in coordination with the City as part of Task 3 above. It will likely include an executive summary as well as supporting documentation for all the recommended projects. Permitting requirements for each proposed project will be summarized including the expected permits required, potential mitigation requirements, and summarization of any discussions with representatives from regulatory agencies. Upon completion of the draft report WK Dickson will submit three (3) copies of the report to the City for review.

9.6 Final Watershed Plan Report

WK Dickson will incorporate City Staff comments into a final planning report. Two (2) hard copies and an electronic copy on CD ROM of the final report will be submitted to the City as the final deliverable for the Watershed Inventory and Master Plan – Pilot Study Project.

10.0 City Wide Water Quality Monitoring Program Framework

A city wide water quality monitoring program will help to establish baseline water quality conditions, measure spatial and temporal trends in water quality, help meet regulatory compliance, detect new and emerging water quality problems, provide data for developing a water quality model and applying for funding from agencies like NC CWMTF, EPA 319, etc. It is understood that the City desires to develop as part of this project a program framework that could be implemented at a later date based on availability of funding, grants or changes in regulatory requirements.

The basic elements of the program framework will be as follows:

- Background
- Overview and Objectives of the Monitoring Strategy
- Monitoring Network Design (general location of monitoring sites)
- Base Flow Monitoring
- Storm Flow Event-Based Monitoring
- BMP Monitoring and Evaluation
- Recommended Parameters to be Monitored
- Recommended Equipment
- Personnel to Collect Samples
- Sample Analysis and Reporting

The program framework will be provided as a standalone technical memorandum that will be included in the appendix of the Watershed Inventory and Master Plan - Pilot Study.

Implementation of the framework is specifically excluded from this project.

11.0 Project Meetings

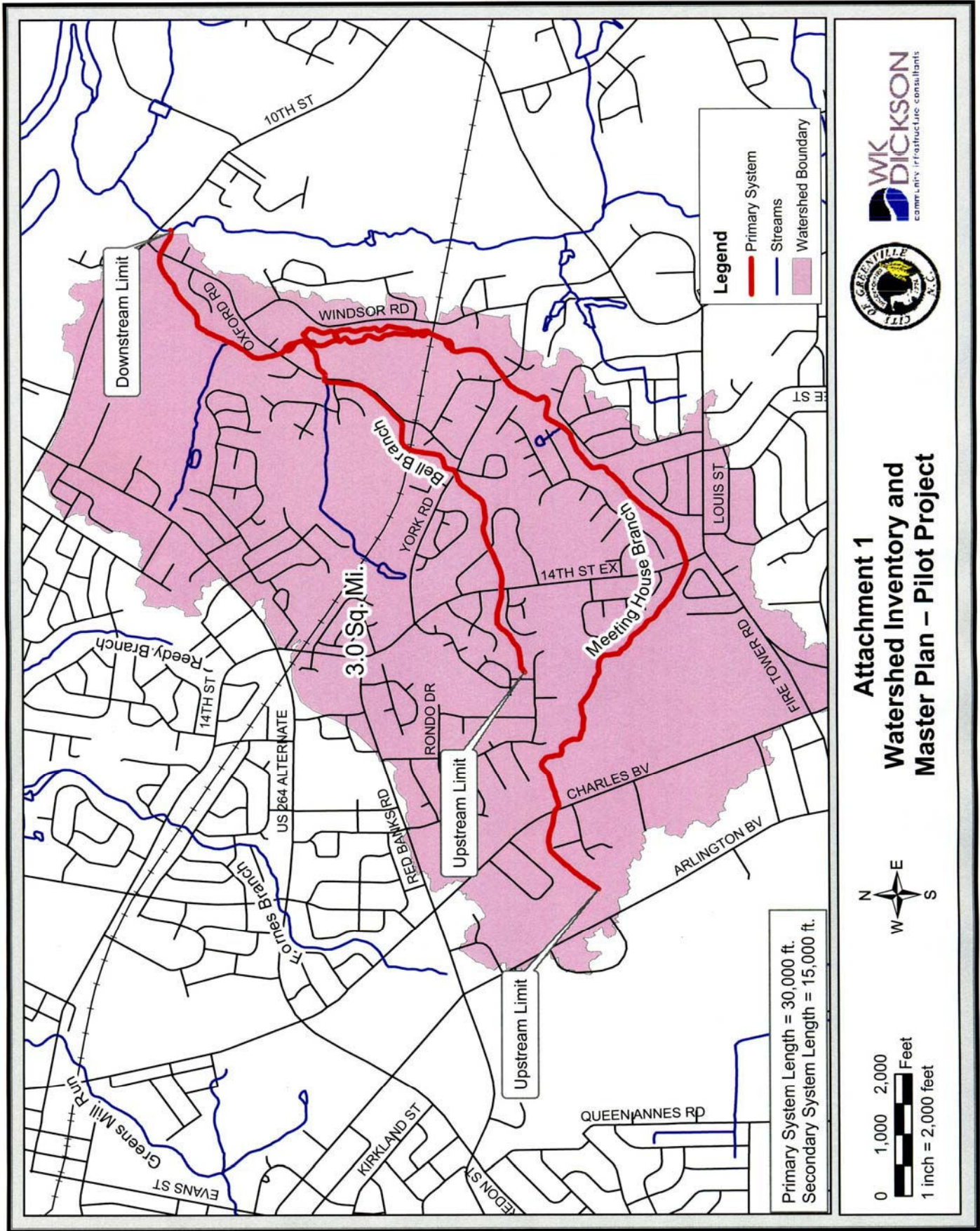
Anticipated meetings for this project include the following:

- Project kickoff meeting and staff interviews (1)
- SOP Work Sessions (5)
 - Outline meetings
 1. Inventory SOPs (in-person meeting)
 2. Modeling/Planning SOPs (in-person meeting)
 3. Data Maintenance SOPs (in-person meeting)
 4. Review all SOPs (conference call)
 5. Finalize SOPs (conference call)
- Bi-monthly in person project progress meetings (4)
- Conference calls will be held in the months that do not have an in-person project progress meeting scheduled

Strategic project meetings will be held between WK Dickson and the City during the project at mutually agreed upon times within the project. An estimate of when these meetings will likely occur has been included in the project schedule. The purpose of these meetings will be to guide the Pilot Study in order to develop alternatives and recommendations of the best and most cost-effective methods of managing stormwater in the Meetinghouse and Bell Branch watersheds. WK Dickson will prepare meeting agendas and meeting minutes for each of the project meetings.

12.0 Unspecified Additional Services

This task is to be used to provide any additional services requested by the City that were not covered in the basic scope of services outlined above. No services will be provided under this task without prior written approval from the City's Project Manager and all services provided will be provided for a lump sum fee to be negotiated based on the services to be rendered.



Attachment 1
Watershed Inventory and
Master Plan – Pilot Project

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 12, 2010.

Owner's Responsibilities

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

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

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

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

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August 12, 2010.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Stormwater Field Inventory) – Lump Sum Method of Payment. Compensation for Stormwater Field Inventory – Unit Cost Basis

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ 368,255.00 based on the following estimated distribution of compensation:
 - a. Project Management \$ 15,150.00
 - b. Review SW Management Prog \$ 3,420.00
 - c. Development of SOP’s \$ 47,690.00
 - d. Model Selection Matrix \$ 1,365.00
 - e. Data Collection \$ 19,800.00
 - f. Field Stormwater Inventory \$ 120,580.00 (see unit structure cost on following page)
 - g. Public Involvement \$ 9,245.00
 - h. Hydrologic and Hydraulic Modeling \$43,915.00
 - i. Watershed Master Plan \$57,790.00
 - j. Water Quality Monitoring Program \$18,060.00
 - k. Project Meetings \$22,090.00
 - l. Reimbursable Expenses \$ 9,150.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Field Stormwater Inventory Table – Unit Structure Rates (see 1f)

Structure Type	Total Unit Rate	Estimated Structures	Estimated Fee
Closed System Structures (manholes, catch basins, pipe ends, etc.)	\$69.00	1500	\$103,500.00
Bridges	\$410.00	7	\$2,870.00
Primary Open System Channel Cross-Section (four-point)	\$102.00	50	\$5,100.00
Secondary Open System Channel Measurements	\$58.00	150	\$8,700.00
BMP Outfall Structure	\$72.50	0	\$0.00
Brookvalley Country Club Dam	\$410.00	1	\$410.00
Totals		1708	\$120,580.00

Secondary system analysis in addition to the length specified in section 8.3 will be provided for \$2,250 per 1,000 feet of system studied. The additional analysis will include hydrologic and hydraulic modeling, development of flood mitigation alternatives, evaluation of capital costs, inclusion in prioritization matrix, and the watershed report. The price is applicable during the timeframe of the Hydrologic and Hydraulic Modeling task (8.0) and the Watershed Masterplan task (9.1-9.4) as defined in the attached schedule. Requests for additional modeling after submission of the draft watershed plan will be renegotiated at that time. Any additional modeling associated with this task will be performed only after written authorization is provided by the City's designated Project Manager.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 13 months (See Attached Schedule). If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

WK Dickson Schedule for Greenville Watershed Inventory and Master Plan – Pilot Study

Task Descriptions	Time (Months)												
	October 2010	November 2010	December 2010	January 2011	February 2011	March 2011	April 2011	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011
1 Notice to Proceed	X												
2 Project Management													
3 Project kickoff meeting and staff interviews													
4 Review Existing Stormwater Management Program/Make Recommendations													
5 City Review of Stormwater Program Recommendations													
6 Development and City Review of Inventory and Master Plan Standard Operating Procedures													
7 Development and City Review of Data Maintenance Standard Operating Procedures													
8 Develop Model Selection Matrix													
9 City Review of Model Selection Matrix													
10 Data Collection, Gaps Analysis, Crest Gauge Installation													
11 Stormwater Inventory, System Mapping, Identification of Difficult Access Structures													
12 Difficult Access Structure Resolution													
13 Develop Digital System Connectivity													
14 City Redline Review of System Connectivity													
15 Prepare Public Questionnaire / Compile Results													
16 Public Meeting				X									
17 Hydrologic and Hydraulic Modeling													
18 Floodplain Delineation													
19 Develop Watershed Master Plan													
20 Draft Report Preparation													
21 Submit Draft Report													
22 City Review of Draft Report													
23 Final Report Preparation													
24 Submittal of Final Master Plan Report													
25 Project closeout meeting													
26 Develop City Wide Water Quality Modeling Program Framework													
27 Quality Assurance / Quality Control													

Bi-monthly project progress meetings and SOP work sessions will be coordinate with the City Staff's schedule at appropriate points in project

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 12, 2010.

Insurance

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

G6.04 *Insurance*

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

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident: \$ _____
 - 2) Disease, Policy Limit: \$ _____
 - 3) Disease, Each Employee: \$ _____
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000
 - 2) General Aggregate: \$ 2,000,000
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$ 5,000,000
 - 2) General Aggregate: \$ 5,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
 - Each Accident \$ 1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$ 1,000,000
 - 2) Annual Aggregate \$ 1,000,000
- g. Other (specify): \$ _____

2. ~~By Owner:~~

- a. ~~Workers' Compensation:~~ Statutory
- b. ~~Employer's Liability --~~
- 1) ~~Each Accident~~ \$ _____
 - 2) ~~Disease, Policy Limit~~ \$ _____
 - 3) ~~Disease, Each Employee~~ \$ _____
- c. ~~General Liability --~~
- 1) ~~General Aggregate:~~ \$ _____
 - 2) ~~Each Occurrence (Bodily Injury and Property Damage):~~ \$ _____
- d. ~~Excess Umbrella Liability --~~
- 1) ~~Each Occurrence:~~ \$ _____
 - 2) ~~General Aggregate:~~ \$ _____
- e. ~~Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):~~
- ~~Each Accident:~~
\$ _____
- f. ~~Other (specify):~~ \$ _____

B. *Additional Insureds:*

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

a. _____
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 12, 2010.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: August 12, 2010
- b. Owner: City of Greenville
- c. Engineer: W. K. Dickson Co., Inc.
- d. Project: Watershed Inventory and Master Plan – Pilot Study

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: Vice President

Date
Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Budget ordinance amendment #2 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57)

Explanation: Attached is an amendment to the 2010-2011 budget ordinance for consideration at the September 9, 2010, 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 Controlled Substance tax funds to pay off the current lease on a Crime Stoppers truck. The Police Department plans to retain this vehicle (Total - \$12,549).

B To appropriate \$73,201 from General Fund fund balance and \$93,397 from Vehicle Replacement Fund fund balance to complete scheduled replacement of two rescue trucks for fiscal year 2010-2011 (Total - \$167,598).

C To reappropriate grant funds to be received from East Carolina University and appropriate fund balance to complete the construction of an elevator and fire escape at the Lessie Bass Building. This item was approved at the May 10, 2010 City Council meeting. The projected costs for construction and electrical work is \$352,800, of which \$128,829 is reimbursable from the ECU grant (Total - 352,800).

D To reappropriate two U.S. Environmental Protection Agency Brownfield Assessment Project grants' remaining balances to complete the inventory and Brownfield site assessments. (Total -\$227,244).

Fiscal Note: The budget ordinance amendment affects the following funds: increases General Fund by \$665,794 and increases the Vehicle Replacement Fund by \$167,598.

	<u>Adjusted</u>	<u>Proposed</u>	<u>Adjusted</u>
--	------------------------	------------------------	------------------------

Fund Name	Budget	Amendment	Budget
General Fund	\$ 74,397,691	\$ 665,794	\$75,063,485
Vehicle Replacement Fund	\$ 3,142,541	\$ 167,598	\$ 3,310,139

Recommendation: Approve attached budget ordinance amendment #2 to the 2010-2011 City of Greenville budget.

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 [Budget Amendments FY 2010 2011 872820](#)

ORDINANCE NO. 10-
CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#2) AMENDING THE 2010-2011 BUDGET (ORDINANCE NO. 10-57)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 10-57, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2010-2011 BUDGET		#2 Amended 9/6/10	Total Amendments	Amended 2010-2011 Budget
<u>ESTIMATED REVENUES</u>					
Property Tax	\$ 30,453,036		\$ -	\$ -	\$ 30,453,036
Sales Tax	13,125,147		-	-	13,125,147
Utilities Franchise Tax	5,770,350		-	-	5,770,350
Other Unrestricted Intergov't Revenue	2,513,907		-	-	2,513,907
Powell Bill	1,910,210		-	-	1,910,210
Restricted Intergov't Revenues	1,565,038	A,C,D	368,622	485,290	2,050,328
Building Permits	715,570		-	-	715,570
Other Licenses, Permits and Fees	2,771,954		-	-	2,771,954
Rescue Service Transport	2,626,000		-	-	2,626,000
Other Sales & Services	976,309		-	-	976,309
Other Revenues	212,085		-	-	212,085
Interest on Investments	1,865,731		-	-	1,865,731
Transfers In GUC	5,521,506		-	-	5,521,506
Other Financing Sources	789,786		-	-	789,786
Appropriated Fund Balance	2,983,066	B,C	297,172	778,500	3,761,566
TOTAL REVENUES	\$ 73,799,695		\$ 665,794	\$ 1,263,790	\$ 75,063,485
<u>APPROPRIATIONS</u>					
Mayor/City Council	\$ 383,212		\$ -	\$ -	\$ 383,212
City Manager	1,091,722		-	-	1,091,722
City Clerk	300,600		-	-	300,600
City Attorney	445,528		-	-	445,528
Human Resources	2,514,736		-	-	2,514,736
Information Technology	3,200,339		-	-	3,200,339
Fire/Rescue	12,652,643		-	-	12,652,643
Financial Services	2,285,851		-	-	2,285,851
Recreation & Parks	6,186,925		-	-	6,186,925
Police	22,393,782	A	12,549	154,585	22,548,367
Public Works	8,661,389		-	13,500	8,674,889
Community Development	1,628,061	D	227,244	227,244	1,855,305
OPEB	250,000		-	-	250,000
Contingency	949,440		-	-	949,440
Capital Improvements	5,141,327	C	352,800	352,800	5,494,127
Total Appropriations	\$ 68,085,555		\$ 592,593	\$ 748,129	\$ 68,833,684
<u>OTHER FINANCING SOURCES</u>					
Debt Service	\$ 4,021,368		\$ -	\$ -	\$ 4,021,368
Transfers to Other Funds	1,692,772	B	73,201	515,661	2,208,433
	\$ 5,714,140		\$ 73,201	\$ 515,661	\$ 6,229,801
TOTAL APPROPRIATIONS	\$ 73,799,695		\$ 665,794	\$ 1,263,790	\$ 75,063,485

Section II: Estimated Revenues and Appropriations. **Vehicle Replacement Fund**, of Ordinance 10-57, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2010-2011 BUDGET		#2 Amended 9/6/10	Total Amendments		Amended 2010-2011 Budget
<u>ESTIMATED REVENUES</u>						
Appropriated Fund Balance	\$ -	B	\$ 94,397	\$ 94,397	\$	94,397
Transfer from Other Funds	3,142,541	B	73,201	73,201		3,215,742
TOTAL REVENUES	\$ 3,142,541		\$ 167,598	\$ 167,598	\$	3,310,139
<u>APPROPRIATIONS</u>						
Vehicle Replacement Fund	\$ 3,142,541	B	167,598	\$ 167,598	\$	3,310,139
Total Expenditures	\$ 3,142,541		\$ 167,598	\$ 167,598	\$	3,310,139
TOTAL APPROPRIATIONS	\$ 3,142,541		\$ 167,598	\$ 167,598	\$	3,310,139

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

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

Adopted this 9th day of September, 2010.

Patricia C. Dunn

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Tax refund

Explanation: The Director of Financial Services reports the following tax refund:

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Mery Caldwell	Refund of City Taxes Paid	\$120.29

Fiscal Note: The total to be refunded is \$120.29.

Recommendation: Approve the tax refund.

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City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Report on bids awarded

Explanation: The Director of Financial Services reports that the following bids were awarded during July 2010.

Date Awarded	Description	Vendor	Amount	M/WBE Yes/No
7/23/10	Two (2) 25 CY Self-Contained Leaf Collectors	Tri-Point Ford, Inc.	\$282,258	No
7/23/10	Nine (9) 2009 Ford Crown Victoria Police Interceptors *Note-State Contract Purchase	Capital Ford, Inc.	\$196,866	No

Fiscal Note: An expenditure of \$479,124 was appropriated in the fiscal year 2010-2011 Vehicle Replacement Fund to purchase these vehicles.

Recommendation: Reflect the bid award information in the City Council minutes.

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[Leaf_Collectors_Bid_Tab_869501](#)

BID TABULATION SHEET
City of Greenville, North Carolina
Financial Services Department

Description: Formal Bid# 2009/10-10 Two Self-Contained Leaf Collector Trucks Per Specifications

Bid Due Date: June 8, 2010 @ 2:00 P.M.

Contractor	Address	Bid Bond	Unit Price	Total Bid Price	Delivery	Comments
Public Works Equipment Co.	3405 Westwood Industrial Dr. Monroe, NC 28110-5308	N/A		NO BID		
West Carolina Freightliner	630 Hwy. 70 SE/PO Box 728 Hickory, NC 28603	N/A	\$222,032	\$444,064	120 Days ARO	Freightliner w/ Pend Pac Body
Tri-Point Truck Center, Inc.	3500 Yonkers Road Raleigh, NC 27604	N/A	\$141,129	\$282,258	180 Days+ ARO 12/10/10	Freightliner w/ Pak Mor Body
Amick Equipment	P.O. Box 1965 Lexington, SC 29071	N/A	\$208,839	\$417,678	By Dec. 15, 2010	Freightliner w/ Pak Mor Body
White's International Trucks	P. O. Box 18605 Greensboro, NC 27419	N/A	\$148,761	\$297,522	By Dec. 31, 2010	International w/ Pend Pac Body
		**White's Alternate Bid-	\$143,620	\$287,240	By Dec. 31, 2010	International w/ Pak Mor Body
Doc#869501						

*Highlighted Bidder received award

_____ Angelene E. Brinkley, CLGPO, MPA Purchasing Manager

Date: _____



City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Amendment to the Board and Commission Policy

Explanation: Currently, the Board and Commission Policy for the City of Greenville (copy attached) provides that appointments to all boards and commissions shall be made following a process that includes the liaison making recommendations to fill vacancies. An exception to this process is made for the Housing Authority and the Police Community Relations Committee.

At the August 9, 2010 City Council meeting, Council Member Joyner requested that the Policy be amended to include the Board of Adjustment, Planning and Zoning Commission, and Recreation and Parks Commission under the exception from the normal process. Instead of the liaison making a recommendation to fill a vacancy on these boards, the Mayor and each Council Member would make nominations on a rotating basis.

City Council discussed this request and carried the item over to the September 9, 2010 meeting.

Fiscal Note: No financial impact.

Recommendation: Continue discussion of the board and commission appointment process.

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[Official Board and Commission Policy as of November 9 2009 844808](#)

BOARD AND COMMISSION POLICY FOR THE CITY OF GREENVILLE

Having citizens to serve on boards and commissions gives them an opportunity to participate in local government. In order to maintain some consistency, a policy has been adopted to aid in the appointment process and in other areas dealing with the boards and commissions. In order to provide all citizens of Greenville with an opportunity to serve on City boards and commissions, this board and commission policy is being established.

Talent Bank

A pool of applicants for the various boards and commissions, called the talent bank, shall be maintained by the City Clerk's Office. This talent bank shall be updated on a biennial basis. Solicitation of applications for this pool of applicants shall be done through such methods as advertising in local newspapers, the City website and the government access channel.

Appointments

City Council Members shall be notified of upcoming appointments to City boards and commissions by the first day of the month preceding the month in which the appointment is to be made. A list of persons who have indicated an interest in serving on the board or commission through the talent bank shall also be provided to the City Council.

The list of upcoming appointments shall be advertised in the local newspaper, on the government access channel, and on the City's website at least four weeks prior to the meeting at which the appointment is to be made in order to provide citizens with an opportunity to indicate their interest in serving.

Prior to the 15th day of the month preceding the month in which the appointment is to be made, City Council Members shall submit any nominations for upcoming vacancies to the City Council liaison to the board or commission. City Council liaisons shall be provided a copy of resumes from citizens for upcoming appointments as they are received by the City Clerk's Office.

During review of nominations for upcoming appointments, City Council liaisons may request the City Clerk's assistance in obtaining the nominees' addresses and any pertinent background information. The City Council liaison shall contact the individual to discuss the applicant's interest in the board and his/her ability to attend the meetings in accordance with this policy.

Several of the boards and commissions have representation from other entities. Also, criteria for the membership is noted in the by-laws or ordinance creating many of the boards and commissions. The criteria and/or appointment process are detailed below.

Affordable Housing Loan Committee. The committee shall have seven regular members and one alternate member. It shall be racially diverse and composed of persons with experience and an interest in housing. The members may be of the following professions: banker, lawyer, realtor, member of the building profession or developer, member of a social service organization, and a member of a local housing group. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

Board of Adjustment. The board shall consist of seven regular members and four alternate members. Five of the regular members and three alternate members shall reside within the corporate limits of the City of Greenville at the time of their appointment and shall be appointed by the City Council. Two of the regular members and one alternate member shall reside outside of the corporate limits of the city but within the extraterritorial jurisdiction at the time of their appointment and shall be appointed by the Board of Commissioners. City members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members. The County Commissioners shall appoint county candidates and the appointment letter shall be sent from the County Clerk's Office for those appointments. A copy of the appointment letter shall be sent to the City Clerk's Office, at which time the City records shall be updated.

Community Appearance Commission. The commission shall consist of 11 members, all of whom shall be citizens and residents of the city. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

Environmental Advisory Commission. The commission shall have seven members that are designated as follows: (A) a lawyer or other person with knowledge of environmental regulations and environmental safety practices; (B) a building contractor, land developer or someone familiar with construction techniques; (C) a member of a local environmental group; (D) an educator of the natural or physical sciences or physician; (E) a professional engineer; (F) an at-large member from the Greenville community; and (G) an at-large member with skills and interest in environmental public health, safety and/or medicine. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members. The mayor or a member of city council shall be designated as an ex-officio, non-voting member of the commission

Firefighter's Relief Fund Committee. The committee shall consist of five trustees. The firefighters shall elect two members, the City Council shall elect two members, and the Commissioner of Insurance shall appoint one representative to serve as trustee and he shall serve at the pleasure of the Commissioner.

Greenville Bicycle and Pedestrian Commission. The Commission shall consist of 12 members, all of whom shall be citizens and residents of the city. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members. The Director of the Recreation and Parks Department and the Director of the Public Works Department shall serve as ex-officio, non-voting advisors

to the Commission. East Carolina University, the Pitt County Planning Department, and the Eastern Carolina Injury Prevention Program shall each designate a representative to serve as a non-voting advisor to the Commission.

Greenville Utilities Commission. The commission shall consist of eight members, one of whom is the City Manager. The charter specifies that the members shall have utilities expertise. Representation should include some members with financial, engineering, environmental, technical, or development backgrounds. Five City members shall be appointed by the City Council in accordance with this policy, and appointment letters for the City members sent by the City Clerk's Office. Two County candidates shall be nominated by the County Commissioners, at which time the County Clerk shall submit to the City Clerk a letter of recommendation. (The two candidates shall be bonafide residents of Pitt County but residing outside the city limits, who shall be customers of Greenville Utilities.) The City Clerk's Office shall then obtain background information on the nominee and provide it along with the letter to the City Council liaison. The information shall be provided to City Council for consideration at a regular City Council meeting. The City Council shall have the right to reject any nominee from the Board of Commissioners and to request additional nominees. If the Pitt County Board of Commissioners fails to recommend a nominee to the City Council within 60 days of the original date requested by the City Council, then the City Council may appoint any individual that meets the residency requirement. The City Clerk's Office shall send a letter of appointment to the new members informing them of the appointment. A copy of the letter for County appointments shall be sent to the County Clerk. Greenville Utilities Commissioners filling the first three-year term shall automatically fill a second three-year term unless the City Council initiates the replacement process.

Historic Preservation Commission. The commission shall consist of ten members, the majority of whom shall have demonstrated special interest, experience, or education in history, architecture, and/or archaeology. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

Housing Authority. The authority shall consist of seven commissioners. One commissioner shall be appointed by the Mayor and all other commissioners shall be appointed by City Council. No commissioner may be a city official. At least one of the commissioners shall be a person who is directly assisted by the public housing authority. The City Council shall appoint the person directly assisted by the authority unless the authority's rules require that the person be elected by other persons who are directly assisted by the authority. If the commissioner directly assisted by the public housing authority ceases to receive such assistance, the commissioner's office shall be abolished and another person who is directly assisted by the public housing authority shall be appointed by the City Council.

The procedure hereinafter set forth for the nomination and appointment of commissioners applies to commissioners appointed on or after June 30, 2009, (the effective date of Session Law 2009-211). Appointments will be made by City Council unless the appointment is required to be made by the Mayor to ensure that the authority has a commissioner appointed by the Mayor or unless the appointment to be made is the commissioner on the authority appointed as the commissioner

who is directly assisted by the authority and the authority's rules require that the person appointed is elected by other persons directly assisted by the authority.

When the appointment is made by City Council, nominations to the City Council will be made by City Council Members on a rotating basis in the following order: Council Member, At-Large, for the first appointment, Council Member, District One, for the second appointment, Council Member, District Two, for the third appointment, Council Member, District Three, for the fourth appointment, Council Member, District Four, for the fifth appointment, Council Member, District Five, for the sixth appointment, and, thereafter, the rotation shall be repeated. City Council is not required to appoint the person nominated by a Council Member and may, but is not required to, request another nomination from the Council Member making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member is not appointed and another nomination from the Council Member making the nomination is not requested, any City Council Member may make a nomination. City Council shall make the appointment by a motion of appointment.

At all times, at least one (1) of the commissioners shall have been appointed by the Mayor. Therefore, the appointment by City Council will not occur until the next appointment whenever the appointment to be made is the only commissioner position on the authority who has been appointed by the Mayor. The Mayor shall make the appointment or reappointment in this event by filing with the City Clerk a certificate of appointment or reappointment.

At all times, at least one (1) of the commissioners shall be a person directly assisted by the authority. Therefore, the nomination by a Council Member and the appointment by City Council will not occur until the next appointment whenever the appointment to be made is the commissioner on the authority appointed as the commissioner who is directly assisted by the authority and the authority's rules require that the person appointed is elected by other persons directly assisted by the authority. City Council shall confirm the appointment of the person who is elected by other persons directly assisted by the authority after receipt of written notice of the election of this person from the authority whenever the authority's rules require that the person appointed as the person directly assisted by the authority is elected by other persons directly assisted by the authority. City Council shall make the confirmation of the appointment by a motion of appointment. In the event the authority's rules do not require that the person appointed as the commissioner directly assisted by the authority is elected by other persons who are directly assisted by the authority and the appointment to be made is the commissioner on the authority who is appointed as the commissioner directly assisted by the authority, the nomination by a Council Member on the rotating basis will not occur until the next appointment and, instead of a nomination, a recommendation from the authority will be sought. City Council is not required to appoint the person recommended by the authority and may, but is not required to, request another recommendation from the authority in the event the initial recommended person is not appointed. In the event the person recommended by the authority is not appointed and another recommendation from the authority is not requested, any Council Member may make a nomination. City Council shall make the appointment by a motion of appointment.

In the event there is a vacancy prior to the completion of the term of office in a commissioner position which has been appointed by City Council, the nomination of a person to fill the

unexpired term will be made by the Council Member who made the initial nomination to City Council to appoint the commissioner. In the event there is a vacancy in a commissioner position which was not appointed by City Council and which is not either the required Mayor appointment or person directly assisted by the authority appointment, the nomination will be made in accordance with the reverse order of the rotating basis set forth above and such nomination will complete the Council Member's turn in the rotation for filling unexpired terms not previously appointed by City Council only. City Council is not required to appoint the person nominated by a Council Member and may, but is not required to, request another nomination from the Council Member making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member is not appointed and another nomination from the Council Member making the nomination is not requested, any City Council Member may make a nomination. City Council shall make the appointment by a motion of appointment.

In the event there is a vacancy prior to the completion of the term of office in a commissioner position which is either the required Mayor appointment or the person directly assisted by the authority appointment, the procedure to appoint and recommend or elect shall be the same as the procedure to appoint and recommend or elect a person for a full term.

Human Relations Council. The 18-member council shall consist of fifteen citizens, one East Carolina University student, one Shaw University student, and one Pitt Community College student. The fifteen citizens shall reside within the corporate limits of the city. The three students shall reside within the corporate limits of the city during the school year. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

Investment Advisory Committee. The three-member committee shall be composed of three members that have a background in investing and money management (i.e., bankers, stock brokers, accountants, economists, etc.). All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters to the members.

Neighborhood Advisory Board. The Neighborhood Advisory Board shall consist of ten board members with two board members being elected from each of the five districts from which Council Members are elected. Each neighborhood association shall appoint a liaison member to the Neighborhood Advisory Board and an alternate liaison member shall serve at the pleasure of the neighborhood association. The alternate liaison member, while attending a meeting of the liaison members or of the Neighborhood Advisory Board in the absence of the liaison member from the same neighborhood association, may serve as the liaison member and shall have and may exercise the powers of the liaison member.

The liaison members of the Neighborhood Advisory Board shall elect, at the initial meeting of the liaison members and annually thereafter, at a meeting of the liaison members established by the Neighborhood Advisory Board for that purpose, ten board members of the Neighborhood Advisory Board with two board members being elected from each of the five districts from which Council Members are elected. The liaison members of the Neighborhood Advisory Board

who represent neighborhood associations of neighborhoods located primarily within a district from which a Council Member is elected shall only be eligible to vote for board members for said district. The board members of the Neighborhood Advisory Board elected from a district from which a Council Member is elected must be a liaison member for a neighborhood association of a neighborhood located primarily within said district. For the purpose of determining eligibility to vote and to serve as a board member, a neighborhood is located primarily within the district if the majority of the residences in the neighborhood served by the neighborhood association are located within said district.

The Neighborhood Liaison/Ombudsman shall serve as an ex-officio, non-voting member of the Neighborhood Advisory Board. The Liaison Members of the Neighborhood Advisory Board shall consist of the liaison members appointed by each neighborhood association. In addition to electing the board members of the Neighborhood Advisory Board, the liaison members shall offer feedback to the board members of the Neighborhood Advisory Board at least twice each year at a meeting of the Neighborhood Advisory Board.

Pitt-Greenville Airport Authority. The authority shall have eight members, four appointed by the City Council and four appointed by the Pitt County Commissioners. The City Council and Pitt County Commissioner liaisons shall serve as voting members of the authority. City members shall be appointed by the City Council in accordance with this policy. Appointment letters shall be sent by the City Clerk's Office for City Members. County members shall be appointed by the County Commissioners and appointment letters for those members sent by the County Clerk's Office. A copy of the letter shall be forwarded to the City Clerk's Office, at which time the City records shall be updated.

Pitt-Greenville Convention and Visitors Authority. The authority shall have eleven members as follows: Four owners or operators of hotels, motels, or other taxable accommodations, two of whom shall be appointed by the Pitt County Board of Commissioners and two of whom shall be appointed by the City Council; two individuals who are directly involved in a tourist or convention-related business but do not own or operate a hotel, motel, or other taxable accommodation, one appointed by the Board of Commissioners and one appointed by the City Council; two residents of Greenville, appointed by the City Council, and two residents of Pitt County but not of Greenville, appointed by the Pitt County Board of Commissioners, none of whom is involved in a tourist or convention-related business or owns or operates a hotel, motel, or other taxable accommodation; and one individual who is a member of the Pitt-Greenville Chamber of Commerce, appointed by the Chairman of the Board of Directors of the Pitt-Greenville Chamber of Commerce. City members of the Convention and Visitors Authority Board shall be appointed by the City Council. Appointment letters shall be sent by the City Clerk's Office for the City appointments. The City Council shall also make a nomination to the County on five of the members, and appointment of County members shall be made by the Pitt County Commissioners based on the nominations of City Council. The Board of Commissioners has the right to reject any nominee from the City Council and request additional nominees. If the City Council fails to recommend a nominee to the County within sixty days after a written request for nominees is sent by the County to the City, then the Board of Commissioners may appoint any individual meeting the eligibility requirements of the Enabling Legislation. The County Clerk shall be responsible for sending out appointment letters for County members. The

Chamber of Commerce shall appoint one of its members and is responsible for sending out the appointment letter for that appointment and sending a copy of the letter to the City Clerk's Office, at which time the records are updated.

Planning and Zoning Commission. The commission shall be composed of nine regular members and three alternate members. Appointments of members appointed by City Council shall be made to promote the representation of a variety of interests. This representation should include some members with environmental, neighborhood preservation, development and business interests. Seven regular City members and two alternate members shall reside within the corporate limits of the City and shall be appointed by the City Council. Appointment letters shall be sent from the City Clerk's Office for the City appointments. The County Commissioners shall appoint two regular County members and one alternate member. The appointment letter for County appointees shall be sent from the County Clerk's Office. A copy of the appointment/reappointment letters shall be sent to the City Clerk's Office, at which time the City records shall be updated.

Police Community Relations Committee. The committee shall be composed of seven members (one from each district, one at-large and one appointed by the Mayor). Members are appointed directly by the Mayor and individual Council Members. Members should not hold any elected office.

Public Transportation and Parking Commission. The commission shall be composed of seven members, all of whom shall be citizens and residents of the City. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

Recreation and Parks Commission. The commission shall be composed of nine members, all of whom shall be residents of the City. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

Redevelopment Commission. The commission shall consist of seven members, all of whom shall be residents of the City. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

Sheppard Memorial Library Board. The board shall consist of nine members. City members shall be appointed by the City Council in accordance with this policy. Appointment letters shall be sent from the City Clerk's Office for the City appointments. The County Commissioners shall appoint county candidates, and the appointment letters for County members shall be sent from the County Clerk's Office. A copy of the appointment/reappointment letter shall be sent to the City Clerk's Office, at which time the City records shall be updated. The City Council liaison to the Sheppard Memorial Library Board shall serve as a voting ex-officio member of the Board.

Youth Council. The Greenville Youth Council shall be composed of twenty-five members as follows: three representatives from each of the Pitt County public high schools; one

representative from each of the private schools located in Pitt County (Trinity Christian School, Greenville Christian Academy, Calvary Christian Academy, and The Oakwood School); one home schooled student; and two youth members from the Human Relations Council. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

When an appointment is to be made by City Council on a particular board or commission, the City Council liaison shall contact the City Clerk's Office by noon on the Monday prior to the Thursday City Council meeting with a name of the person to be recommended for appointment. (Exceptions to this are (1) the Police Community Relations Committee, to which the Mayor and City Council Members each make individual appointments without a vote of City Council, (2) the Housing Authority, to which either, in accordance with the procedure set forth in the Housing Authority section above, the Mayor makes the appointment or City Council appoints commissioners after receipt of a nomination from Council Members on a rotating basis or City Council appoints a commissioner after receipt of a recommendation from the Housing Authority or City Council confirms the appointment of a commissioner who is elected by other persons directly assisted by the Housing Authority and (3) the Redevelopment Commission, to which the Mayor and each Council Member make a nomination for the individual members so that the Commission consists of members appointed by City Council after receipt of a nomination by either the Mayor or a Council Member.) If a talent bank form is not on file for the individual, the City Council Member shall be responsible for providing one to the City Clerk prior to that time. The City Clerk's Office shall be responsible for providing a copy of the talent bank form to all City Council Members at the Monday night meeting so that a recommendation can be made by the City Council liaison for appointment on Thursday night. Talent bank forms shall be provided to City Council on Monday night and the recommendation discussed, giving other City Council Members an opportunity for comment on the recommendation. A consensus on appointees shall be made at the Monday meeting. If written information is unavailable to be presented at the Monday night meeting, the City Council liaison shall provide a copy of the talent bank form to the City Clerk's Office by Wednesday at noon to be submitted to Council in the Wednesday Notes to Council. Official action on appointments shall be taken at the Thursday Council meeting held during the month in which the appointment is due, unless a recommendation has not been selected, at which time the appointment shall be continued to the following month.

Appointment to a Board at the Conclusion of Service on a Board

When a citizen completes at least one full term on a board or commission, that person shall be eligible to serve on another as a City member at the completion of the term. However, a one-year waiting period is required in order to serve on the same board or commission.

Alternate Members

On certain boards and commissions, members shall originally be appointed as Alternate Members in order to provide a learning period unless there are more vacancies on the Board than

the number of alternate slots for the Board at the time of appointment (see last sentence of this section). The alternates vote only when a regular member is absent or unable to vote. City alternates shall be provided for various boards as follows:

Affordable Housing Loan Committee	Alternate
Board of Adjustment	Alternate Nos. 1, 2 and 3
Planning and Zoning Commission	Alternate Nos. 1 and 2

Alternates shall move up in rank or to a regular member slot as vacancies become available on the board upon approval by the City Council and in accordance with the following rotation. In the instance of only one alternate, when a vacancy becomes available to replace regular member, the alternate shall move up and a new alternate member appointed. In the instance of two alternates, when a vacancy becomes available to replace a regular member, Alternate #1 shall be elevated to a regular member, Alternate #2 shall be elevated to Alternate #1, and a new Alternate #2 appointed. In the instance of three alternates, when a vacancy becomes available to replace a regular member, Alternate #1 shall be elevated to a regular member, Alternate #2 shall be elevated to Alternate #1, Alternate #3 shall be elevated to Alternate #2, and a new Alternate #3 appointed. In the event that there are two elevations at one time, the Alternate members shall move in the order in which they would have normally been elevated.

Reappointments

Persons serving on City boards and commissions having a term of more than three years shall be ineligible for consideration for reappointment. Persons serving on City boards and commissions having a term of three years or less shall be eligible for consideration for reappointment to a second term, but shall be ineligible for a third term. Persons serving unexpired terms on any City board or commission shall be eligible for consideration for appointment to a full term. On joint City and County boards, such as the Pitt-Greenville Airport Authority and the Sheppard Memorial Library Board, City appointees may be reappointed to a second term. The purpose of this exception is to create the same reappointment policy for City appointees as that of the County on joint City/County boards; this policy shall be reviewed if the County of Pitt amends the County appointment policy with regard to joint City/County boards. The Housing Authority shall also be excepted.

Resignation of Board or Commission Members Elected to Public Office

Members of City boards or commissions who are elected as Mayor or as a City Council Member shall submit a resignation from the board or commission prior to becoming installed as an elected official.

Service of a Full-Time Employee on a Board or Commission

A full-time employee of the City of Greenville shall not be eligible to serve on a city authority, board, commission or committee as an appointee of the Mayor, City Council or a Council Member. If such a member becomes a full-time employee of the City of Greenville, that shall constitute a resignation from the authority, board, commission or committee upon which he serves, effective upon the date a replacement is appointed. The prohibition established herein shall not apply to any current full-time City employee who is currently serving on an authority, board, commission or committee for so long as said employee serves on the same body until the completion of the current term. The prohibition established herein shall not apply to service resulting from being an ex-officio member.

Serving on Two Boards Simultaneously

With the exception of ad hoc committees, task forces, or other like groups created by the City Council for a specified length of time and for a specified purpose, individuals shall not serve on more than one city board or commission as a City Council appointment at the same time.

Individuals shall not hold more than two appointive offices or more than one appointive office and an elective office concurrently in violation of North Carolina General Statute 128-1.1.

Designation of Liaisons and their Roles and Responsibilities

Designation. The Mayor shall designate City Council Members and the Mayor as liaisons to boards and commissions whose members are appointed by the City. Prior to the designation of the liaisons, the Mayor shall ask Council Members to which boards and commissions they prefer to be designated as liaison. The Council Members shall be provided an opportunity to discuss their choices with the Mayor.

Length of Designation. The liaisons shall serve until the end of their elected two-year term as a City Council Member or the Mayor.

Roles of the Liaisons. The liaison is a communication link between the City Council and the appointed board or commission. The liaison role is not to regularly and actively discuss subjects on the agenda with the board or commission members, but to offer insight into overall City goals and policies that have been adopted by the City Council as it may relate to an issue being considered by the board or commission. The liaison, from time to time as appropriate, shall inform City Council of major activities of the board or commission.

Attendance. The attendance at board or commission meetings is at the discretion of the liaison. While attendance at every meeting is not required, attendance sufficient to understand the subjects before the board or commission is important.

Voting. The liaison is not a voting member of the board or commission and may not make motions at a meeting of the board or commission. The exception to this is the Sheppard Memorial Library Board of Trustees and the Pitt-Greenville Airport Authority where the liaison is a voting member and should participate as a full member.

Appointments. The liaison is to review the applications in the talent bank for vacancies on the board or commission and to make recommendations of persons to City Council to fill the vacancies. The exception to this is Housing Authority and the Police Community Relations Committee.

Attendance of Members

All appointed members of the various boards and commissions are expected to attend all regular meetings. Whenever a member of any board or commission has missed three or more consecutive regular meetings or fails to attend seventy-five percent of all regularly scheduled meetings, the staff liaison to the board or commission shall notify the City Clerk of the member's attendance record. The City Clerk's Office shall send a letter to the member asking to be notified about the person's ability to attend future meetings. A copy of the letter shall be sent to the City Council liaison. If, within 30 days, the member responds that he desires to continue serving and will attend future meetings on a regular basis, the City Clerk's Office will notify the City Council liaison, and the attendance will be monitored for a period of three months, at which time replacement or other appropriate action may occur if the attendance requirements are still not met. However, if the person either fails to respond to the letter within 30 days or indicates that he is unable or unwilling to attend, the City Council liaison will be notified by the City Clerk's Office and the vacancy placed on the next possible City Council agenda for replacement or other appropriate action. The appointment shall be for the duration of the unexpired term of the member whose position has been vacated.

Failure to observe any requirement of this policy shall not affect the validity or legality of any appointment.

This policy adopted by the Greenville City Council via Resolution No. 09-55 on November 9, 2009 replaces previous board and commission policies that have been adopted by the Greenville City Council.



City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Resolution to close portions of Pennsylvania Avenue and Jones Street

Explanation: Attached for City Council's consideration is an order to close a portion of Pennsylvania Avenue lying north of Spruce Street and close a portion of Jones Street upon its relocation to connect to Spruce Street. (Please refer to the attached street closing map). City Council adopted a Resolution of Intent to close these street segments during their August 9, 2010 meeting, establishing a public hearing on the subject matter to be held during the September 9, 2010 City Council meeting .

In accordance with State Statute, the Resolution of Intent was advertised in the Daily Reflector on four consecutive Mondays (August 16, August 23, August 30, and September 6, 2010). Signs displaying the notice of a public hearing, the adopted Resolution of Intent, and a site map were posted on August 11, 2010 at two prominent locations on the street sections to be closed. The resolution was also delivered by certified mail to adjoining property owners as listed on the Pitt County tax records.

The City received a request by petition from the Pitt County Board of Education to close the portion of Pennsylvania Avenue lying north of Spruce Street and close a portion of Jones Street upon its relocation to connect to Spruce Street. The attached proposed Street Closing Map prepared by Spruill & Associates identifies street segments requested to be closed.

The Pitt County Board of Education is in the design phase of the conversion of Sadie Saulter School to administrative offices and special needs classrooms. The southeast entrance to the property is along a portion of Pennsylvania Avenue. This portion of Pennsylvania Avenue also connects Jones Street to Spruce Street. The Board of Education will relocate Jones Street to have direct access to Spruce Street. All utilities to remain will have easements as reflected on the street closing map. Closure of these portions of these streets would be conditional upon the Board of Education completing the required improvements and the submittal of a final plat to dedicate the new right-of-way of Jones Street and recombine the properties.

The Order closing the public rights-of-way for the identified street segments of Pennsylvania Avenue and Jones Street shall become effective when the following condition is met:

The recordation of a final plat in accordance with the Subdivision Regulations for Greenville, North Carolina, which dedicates the new right-of-way of Jones Street and the construction and acceptance of the new street section in accordance with the city's street design standards.

Please refer to the attached Vicinity Map.

The final plat will include dedicated utility easements for all utilities to remain, as reflected on the Street Closing Map.

City staff has reviewed the "Petition to Close" these segments of streets, and based on input from all departments, there are no objections to the closing.

Fiscal Note:

Upon recordation of a final plat, the City will not be responsible for the maintenance of the identified street segments of Pennsylvania Avenue and Jones Street and will not receive Powell Bill funds for these street segments.

Recommendation:

Conduct a public hearing and adopt the attached resolution closing a portion of Pennsylvania Avenue lying north of Spruce Street and a portion of Jones Street.

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

Attachments / click to download

[Street Closing Map](#)

[Petition for Pennsylvania and Jones St](#)

[Vicinity Map](#)

[Resolution and Order to Close portions of Pennsylvania Ave and Jones St. 875897](#)

**STATE OF NORTH CAROLINA
COUNTY OF PITT**

Prepared by: City of Greenville
Return to: City of Greenville
PO Box 7207
Greenville, NC
27834

**STREET CLOSING RESOLUTION PORTIONS OF
PENNSYLVANIA AVENUE AND JONES STREET**

RESOLUTION NO. 10-_____
AN ORDER OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA
TO CLOSE PORTIONS OF PENNSYLVANIA AVENUE AND JONES STREET

WHEREAS, the City Council of the City of Greenville, at its August 9th, 2010 meeting, adopted a resolution declaring its intent to close portions of Twelfth Street and Lawrence Street; and

WHEREAS, pursuant to the provisions of G.S. 160A-299, said resolution was published once a week for four (4) successive weeks in The Daily Reflector setting forth that a hearing will be held on the 9th day of September, 2010, on the question of the closing a portion of said streets; and

WHEREAS, a copy of the resolution was sent by certified mail to all owners of the property adjoining the portions of Pennsylvania Avenue and Jones Street, as shown on the County tax records, and a notice of the closing and the public hearing was prominently posted in at least two (2) places along said portions of streets; and

WHEREAS, a hearing was conducted on the 9th day of September, 2010, at which time all persons interested were afforded an opportunity to be heard on the question of whether or not the closing will be detrimental to the public interest or the property rights of any individual; and

WHEREAS, it appears to the satisfaction of the City Council of the City of Greenville, North Carolina, after conduction of said hearing, that the closing of portions of Twelfth Street and Lawrence Street is not contrary to the public interest, and that no individual owning property in the vicinity of said street or in the subdivision in which said street is located would thereby be deprived of reasonable means of ingress and egress to their property; and

IT IS NOW THEREFORE ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the property described below be and the same is closed, and all right, title and interest that may be vested in the public to said area for street purposes is released in accordance with the provisions of G.S. 160A-299:

- To Wit: A Portion of the 50 foot wide right of way of the 300 Block of Pennsylvania Avenue and a portion of the 20 foot wide right of way of the 100 Block of Jones Street as shown on that plat entitled "Street Closing Map for a Portion of Pennsylvania Avenue and Jones Street", prepared by Spruill & Associates Inc. and dated May 11, 2010.
- Location: Lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina, being north of Spruce Street, south of Fleming Street and bounded as follows: on the west and north by the Greenville Board of Education property recorded in Deed Book C-47, Page 369 and Deed Book D-47, Page 805 and the Susan L. Henry and Barbara L. Parke property recorded in Deed Book 2354, Page 386, on the east by Jones Street and the Crudie O. Bradley property recorded in Deed Book 2309, Page 176 and on the south by Spruce Street.
- Description: Commencing at NC Geodetic Monument "Tyson" have North Carolina grid coordinates of N=207855.855 meters and E=755759.591 meters (NAD 83/2001); thence S 20°59'13" E - 1584.46 feet to and existing iron pipe on the northern intersection of the rights of way of Pennsylvania Avenue and Jones Street and being the POINT OF BEGINNING; thence from said beginning point along the northern right of way of Jones Street S 82°19'36" E - 59.81 feet to an existing iron pipe at the southwest corner of the Susan L. Henry and Barbara L. Parke property; thence continuing along said right of way with the southern line of the Henry/Parke property S 82°11'51" E - 72.21 feet to an existing iron pipe; thence leaving said right of way S 07°00'31" W 20.00 feet to a point on the southern right of way of Jones Street and northern line of the Crudie O. Bradley property; thence along said right of way and Bradley line N 82°11'51" W - 77.03 feet to a point on the eastern right of way of Pennsylvania Avenue; thence leaving Jones Street right of way and along said Pennsylvania Avenue eastern right of way S 35°11'04" E - 83.35 feet to an existing iron pipe at the northern corner of the intersection of the rights of way of Pennsylvania Avenue and Spruce Street; thence S 54°12'35" W - 50.00 feet to an existing iron pipe at the western corner of the intersection of the rights of way of Pennsylvania Avenue and Spruce Street and being the southeast corner of the Greenville Board of Education property; thence along the western right of way of Pennsylvania Avenue and the eastern line of the Greenville Board of Education line N 35°11'04" W - 95.10 feet to an existing iron pipe; thence N 82°30'32" W - 10.95 feet to an existing iron pipe; thence N 07°40'24" E - 45.81 feet to the POINT OF BEGINNING containing 0.1827 acre.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that the City of Greenville does hereby reserve its right, title, and interest in any utility improvement or easement within the street closed pursuant to this order. Such reservation also extends, in accordance with the provisions of G.S. 160A-299(f), to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the City of Greenville.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that this Order shall become effective when the following condition is met:

1. The recordation of a final plat in accordance with the Subdivision Regulations for Greenville, North Carolina, to dedicate the new right of way of Jones Street and recombine the properties and;
2. The completion of construction and acceptance of the new street section of Jones Street in accordance with the city's street design standards.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the Mayor and City Clerk are authorized to execute quit-claim deeds or other legal documents to prove vesting of any right, title or interest to those persons owning lots or parcels adjacent to the street in accordance with G.S. 160A-299(c), provided all costs shall be paid by any adjoining landowner requesting such action, all documents must be approved by the City Attorney and all documents, when appropriate, must reserve to the City any easements retained by the City. The intent of this paragraph is to authorize the execution of quit-claim deeds when requested by adjacent property owners; however, none are required and this paragraph is not intended to alter the vesting of title by operation of law as established by G.S. 160A-299(c).

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that a copy of this Order shall be filed in the Office of the Register of Deeds of Pitt County after the effective date of this Order.

ADOPTED this the 9th day of September, 2010.

PATRICIA C. DUNN, MAYOR

ATTEST:

CAROL L. BARWICK, CITY CLERK

NORTH CAROLINA
PITT COUNTY

I, Patricia A. Sugg, a Notary Public, do hereby certify that Carol L. Barwick, City Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

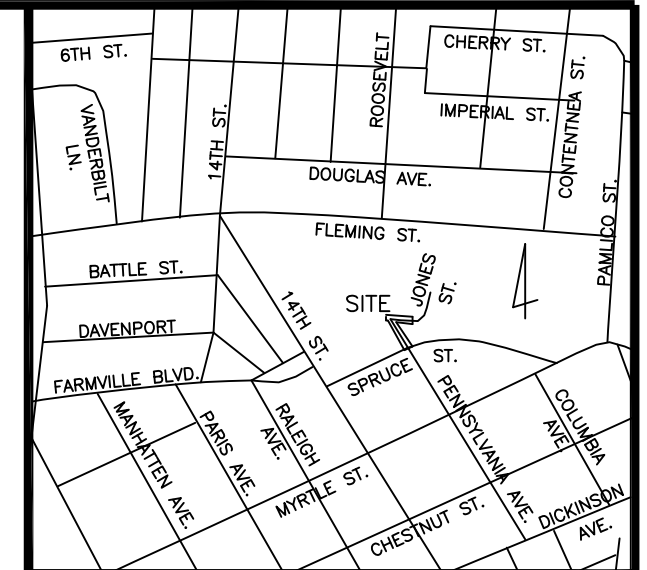
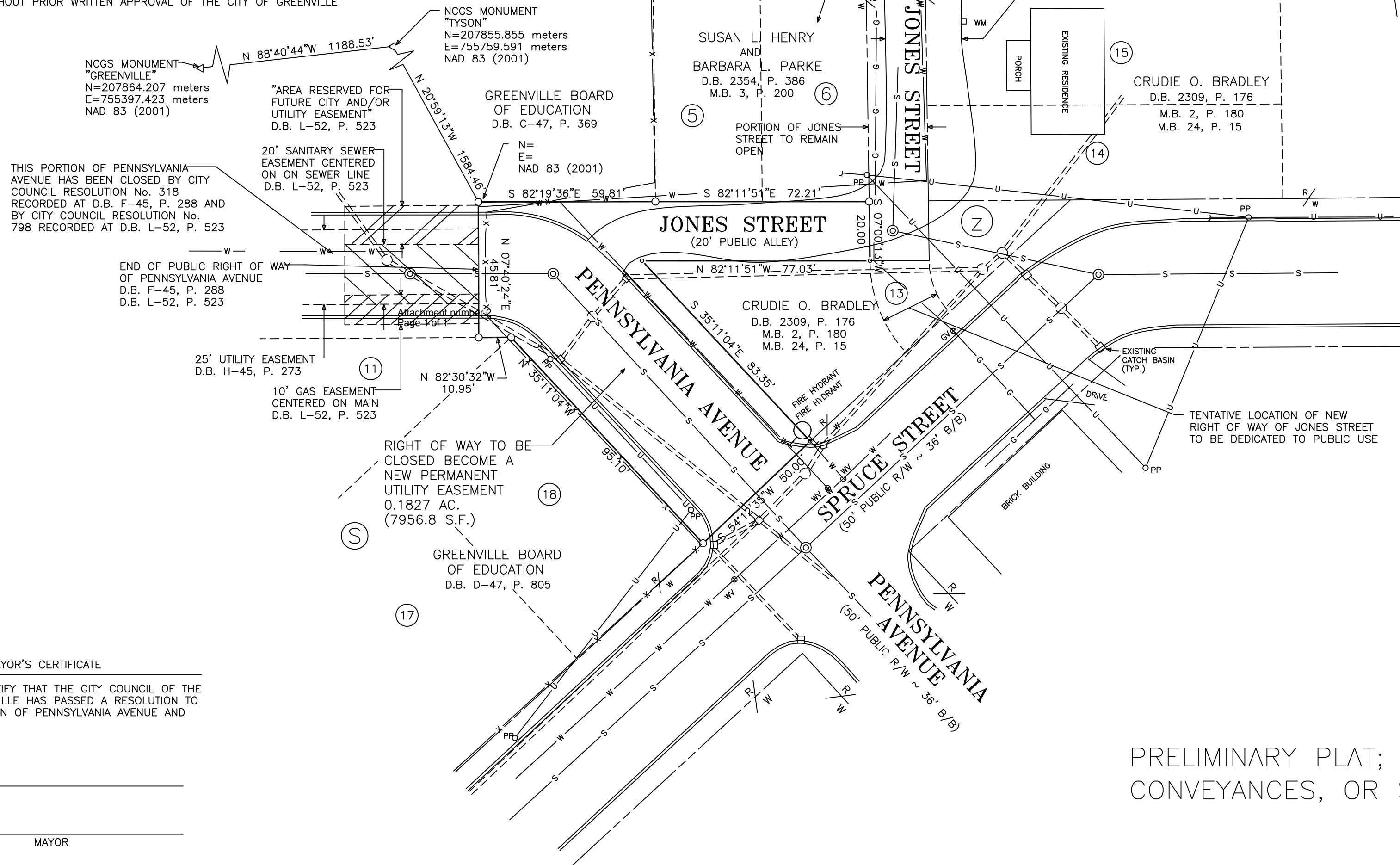
WITNESS my hand and notarial seal this 9th day of September, 2010.

NOTARY PUBLIC

My Commission Expires: _____

NOTES

- ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES; NO GRID FACTOR APPLIED
- THE COMBINED NC GRID FACTOR USED FOR COORDINATE CALCULATIONS IS 0.99989470
- AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 3720468800J, DATED JANUARY 2, 2004, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, AS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS
- NO BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE



VICINITY MAP
SCALE: 1"=1000'

LEGEND

○	EXISTING IRON PIPE
◦	IRON PIPE SET
△	EXISTING CONCRETE MONUMENT
—U—	OVERHEAD UTILITY LINE
—S—	UNDERGROUND SANITARY SEWER
—W—	UNDERGROUND WATER LINE
—G—	UNDERGROUND GAS LINE
⊙	SANITARY SEWER MANHOLE
⊙	STORM DRAIN MANHOLE
PP	POWER POLE
R/W	RIGHT OF WAY

REFERENCES

D.B. H-45, P. 273
D.B. F-45, P. 288
D.B. L-52, P. 523
M.B. 2, P. 180
M.B. 24, P. 15
PITT COUNTY REGISTRY

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF PENNSYLVANIA AVENUE AND JONES STREET.

RESOLUTION No.: _____

SIGNED: _____
MAYOR

SIGNED: _____
CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF PITT
I, _____, REVIEW OFFICER OF PITT COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER: _____
DATE: _____

I CERTIFY THAT THIS SURVEY IS A STREET CLOSURE SURVEY AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION IN THE CITY OF GREENVILLE.

STEPHEN N. SPRUILL L-2723
APPROVED;
GREENVILLE SUBDIVISION ADMINISTRATOR

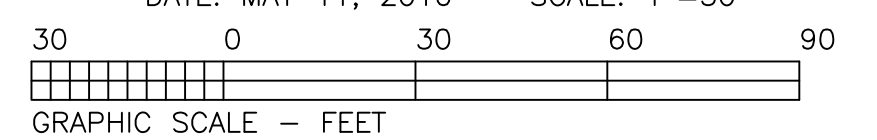
STATE OF NORTH CAROLINA, PITT COUNTY
I, STEPHEN N. SPRUILL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT ANY BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION REFERENCED HEREON; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS DAY OF _____ 2010

PROFESSIONAL LAND SURVEYOR L-2723

PRELIMINARY PLAT; NOT FOR RECORDATION, CONVEYANCES, OR SALES

STREET CLOSING MAP FOR
A PORTION OF
PENNSYLVANIA AVENUE
AND
JONES STREET

GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA
DATE: MAY 11, 2010 SCALE: 1"=30'



Spruill & Associates Inc.
2747 East Tenth Street
Greenville, North Carolina 27858
(252) 757-1200
Firm No. C-978

**PETITION FOR PROPERTY OWNERS TO CLOSE
A STREET**

We the undersigned owner(s) of real property adjoining a portion of the 300 block of Pennsylvania Avenue and a portion of the 1100 block of Jones Street, do hereby petition the City Council of the City of Greenville, North Carolina to permanently close the streets as described on Exhibit "A" attached.

Signatures of the person(s) requesting the street closing shall be as follows: Property owned by more than one individual shall be signed by all owners. Property owned by husband and wife (tenants in common) both shall sign the petition. Property owned by corporation shall be signed by president or vice president and secretary. Signatures of all remaining property owners should be listed on the attached sheet.

<u>Signature</u>	<u>Name</u>	<u>Address</u>	<u>PIN</u>
<u><i>Aaron Beaulieu</i></u>	<u>Pitt County Board of Education</u> <u>Aaron Beaulieu</u> (Associate Superintendant)	<u>1717 W. Fifth Street</u> <u>Greenville, NC 27834</u>	<u>28942</u>
_____	_____	_____	_____
_____	_____	_____	_____

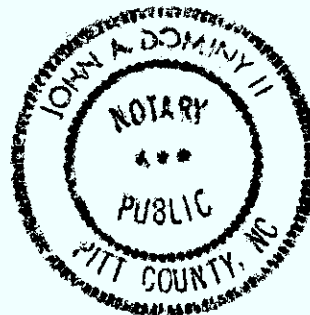
North Carolina
Pitt County

I, John A. Dominy, II, a Notary Public in and for the aforesaid County and State, do hereby certify that Aaron Beaulieu, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 12 day of May, 2010.

MY COMMISSION EXPIRES
October 12, 2014

John A. Dominy II
NOTARY PUBLIC



VICINITY MAP





City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Approve the submission of the Consolidated Annual Performance and Evaluation Report

Explanation: Publication of the Consolidated Annual Performance and Evaluation Report (CAPER) is a Department of Housing and Urban Development requirement as a condition of receiving funding under certain federal grants. This end of program year report summarizes the City of Greenville's progress in providing decent housing, establishing and maintaining a suitable living environment, and expanding economic opportunities. The CAPER draft report is attached for your review.

Fiscal Note: Total fiscal year 2009 funding sources as reported in the CAPER are: HOME--\$578,810 and CDBG--\$814,497.

Recommendation: Conduct a public hearing for citizen participation and approve submission of the CAPER to the Department of Housing and Urban Development. Authorize the Mayor and City Manager to sign all required documents.

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

Attachments / click to download

[2009_2010_CAPER_873410](#)

DRAFT #3

CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT

City of Greenville, NC

Fiscal Year 2009-2010
DM #873410

**CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT
FISCAL YEAR 2009-2010**

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- A. Substantial Budget amendment - CDBG R
- B. Financial Cash Transaction Reports
- C. CDBG Program Income
- D. HOME APR
- E. HOME Match report
- F. Notice of CAPER availability
- G. Publisher's Affidavits

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- B. Summary of Consolidated Plan Projects - (C04PR06)
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- E. CDBG Performance Measures Report - (C04PR83)
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**CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT
FISCAL YEAR 2009-2010**

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I. INTRODUCTION



CITY COUNCIL

**Mayor Patricia C. Dunn
Mayor Pro-Tem Bryant Kittrell
Councilmember Rose Glover
Councilmember Kandie Smith
Councilmember Calvin Mercer
Councilmember Marion Blackburn
Councilmember Max Joyner, Jr.**

SENIOR MANAGEMENT

**City Manager Wayne Bowers
Assistant City Manager Thomas Moton, Jr.
Community Development Director Merrill Flood**

AFFORDABLE HOUSING LOAN COMMITTEE

**Alice F. Brewington, Chair
R.J. Hemby, Vice-Chair
Brian Becker
Calvin Rouse
Howard Conner
Latisha Harris
Lovella Perkins
Melissa Grimes**

HOUSING DIVISION STAFF MEMBERS

**Housing Administrator, Sandra W. Anderson
Planner II, Karen Gilkey
Planner II, Gloria Kesler
Planner I, Sylvia Brown
Planner I, K. Scott Eaton
Loan Administrator, Linda W. Mims
Rehabilitation Specialist, Virgil Smith
Rehabilitation Specialist, Mike Watson
Secretary I, Betty Moseley**

Executive Summary

Fiscal year 2009-2010 marked the beginning of the second year of the City of Greenville 2008-2013 Consolidated Plan. The plan identifies a comprehensive strategy to address community needs for the five-year period 2008-2013. The plan associates goals and objectives with current needs throughout the five-year period. The goals and objectives identified guide staff in selecting activities to be carried out during each fiscal year. As such, the Consolidated Annual Performance and Evaluation Report (CAPER) reviews the goals identified in the Consolidated Plan and examines and summarizes the City's accomplishments in the number of areas toward those goals over the past fiscal year. Housing and community development activities and projects focus on an array of needs, such as affordable housing, housing rehabilitation, acquisition of substandard properties, various public service programs and assistance for the homeless during the past year. The CAPER also provides Greenville citizens, the Department of Housing and Urban Development (HUD), and Congress with a process by which to compare our goals to our accomplishments.

To identify and address community development needs, a Consolidated Plan was developed with citizen participation. The main areas of need acknowledged were as follow:

1. Revitalization of several neighborhoods in West Greenville that are in a state of decline through:
 - Rehabilitation of owner occupied units.
 - Acquisition and demolition of dilapidated rental housing.
 - Acquisition of vacant parcels to assemble land for suitable building sites.
 - Construction of affordable housing for owner occupants in West Greenville area.
 - Establishing areas for the construction of quality, affordable, rental housing.
 - Establishing a neighborhood commercial focus area.
 - Preserving historical business district along Albemarle Avenue and West Fifth Street.
 - Conversion of rental dwellings to owner occupants with downpayment/secondary mortgage assistance.
 - Identification of infrastructure improvements.
 - Improving but preserving the neighborhood character.
 - Developing programs and services with the private sector that will aid in the success of revitalization efforts.
 - Landscaping/Streetscape improvements.
2. Supporting nonprofits that provide housing assistance to special needs populations, provide youth services, and encourage entrepreneurship.

3. Providing homebuyer assistance for first-time homebuyers through programs and structure.
4. Continue to eliminate lead-based paint hazards in dwellings assisted with federal funding.

This plan was developed to cover the years 2008-2013. In its Annual Action Plan, the City identifies the specific activities, programs, and financial commitments required to meet the needs of Greenville’s very low to low income population. Each year during the five-year period, the City Council approves the Annual Action Plan before its implementation at the start of the fiscal year, which begins July 1st. Approved funding for the 2009-2010 Action Plan included \$814,497 for the Community Development Block Grant (CDBG) program and \$578,810 for the HOME Investment Partnership Program.

The income limits used in determining eligibility for yearly programs are updated annually according to charts from the Department of Housing and Urban Development (HUD). Affordable means that monthly rents and mortgage payments including taxes and insurance do not exceed 30% of that amount that represents the percentage of the median annual gross income for the households as indicated in the below chart.

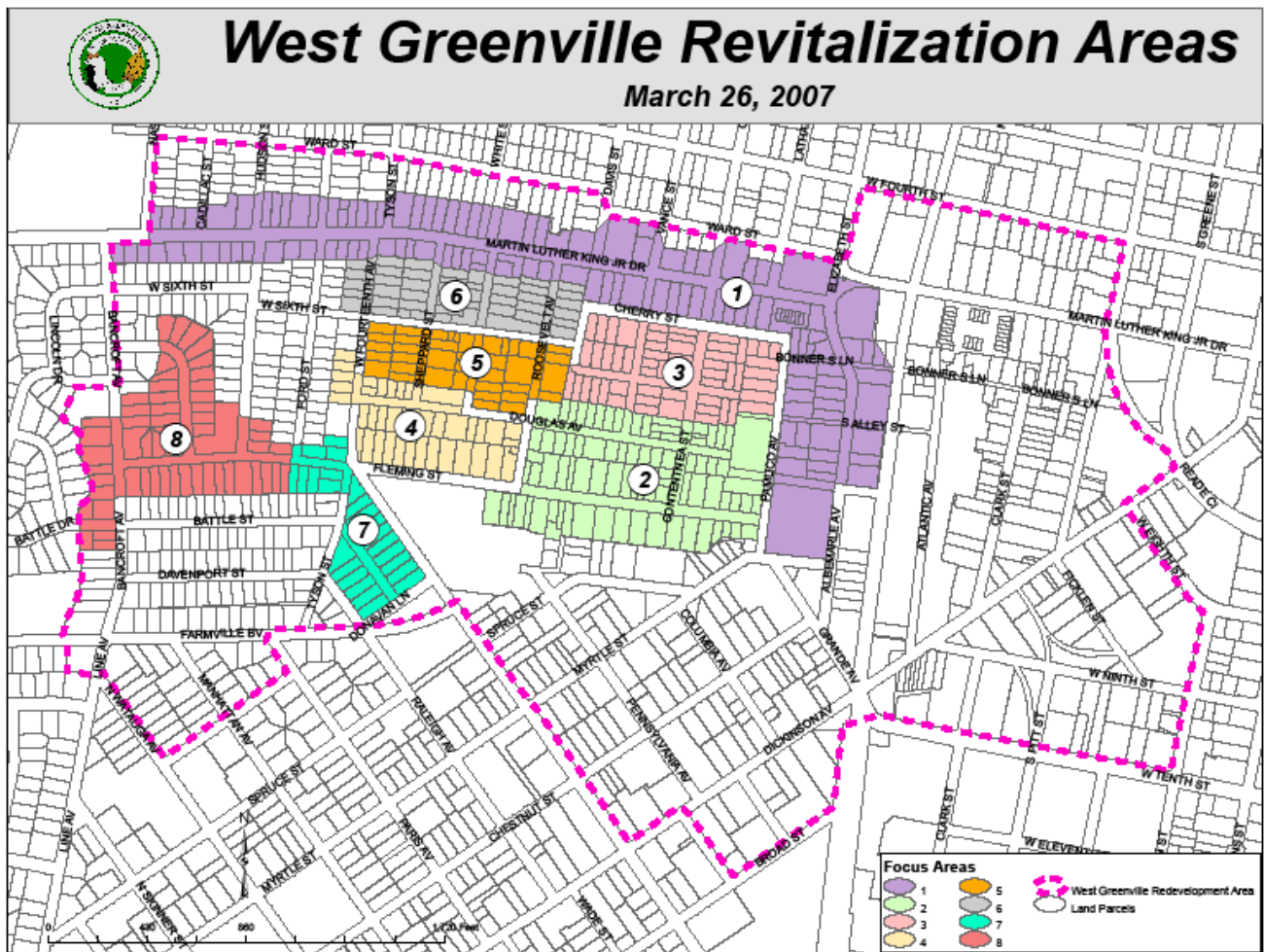
Table 1

Household Size	INCOME LIMITS 2009							
	Max Income Grant CDBG			Max Income CDBG /HOME /NCHFA			Median Income	Max Income Subdivision
	30%	50%	60%	70%	80%	90%	100%	115%
1	11,250	18,750	22,500	26,250	29,950	33,750	37,450	43,100
2	12,850	21,400	25,700	30,000	34,250	38,550	42,800	49,250
3	14,450	24,100	28,900	33,750	38,500	43,350	48,150	55,400
4	16,050	26,750	32,100	37,450	42,800	48,150	53,500	61,550
5	17,350	28,900	34,700	40,500	46,200	52,050	57,800	66,500
6	18,600	31,050	37,300	43,500	49,650	55,900	62,100	71,450
7	19,900	33,150	39,850	46,450	53,050	59,750	66,350	76,350
8	21,200	35,300	42,400	49,500	56,500	63,600	70,650	81,250
9	22,500	37,450	44,950	52,450	59,950	67,450	74,900	86,200
10	23,800	39,600	47,550	55,450	63,350	71,300	79,200	91,100

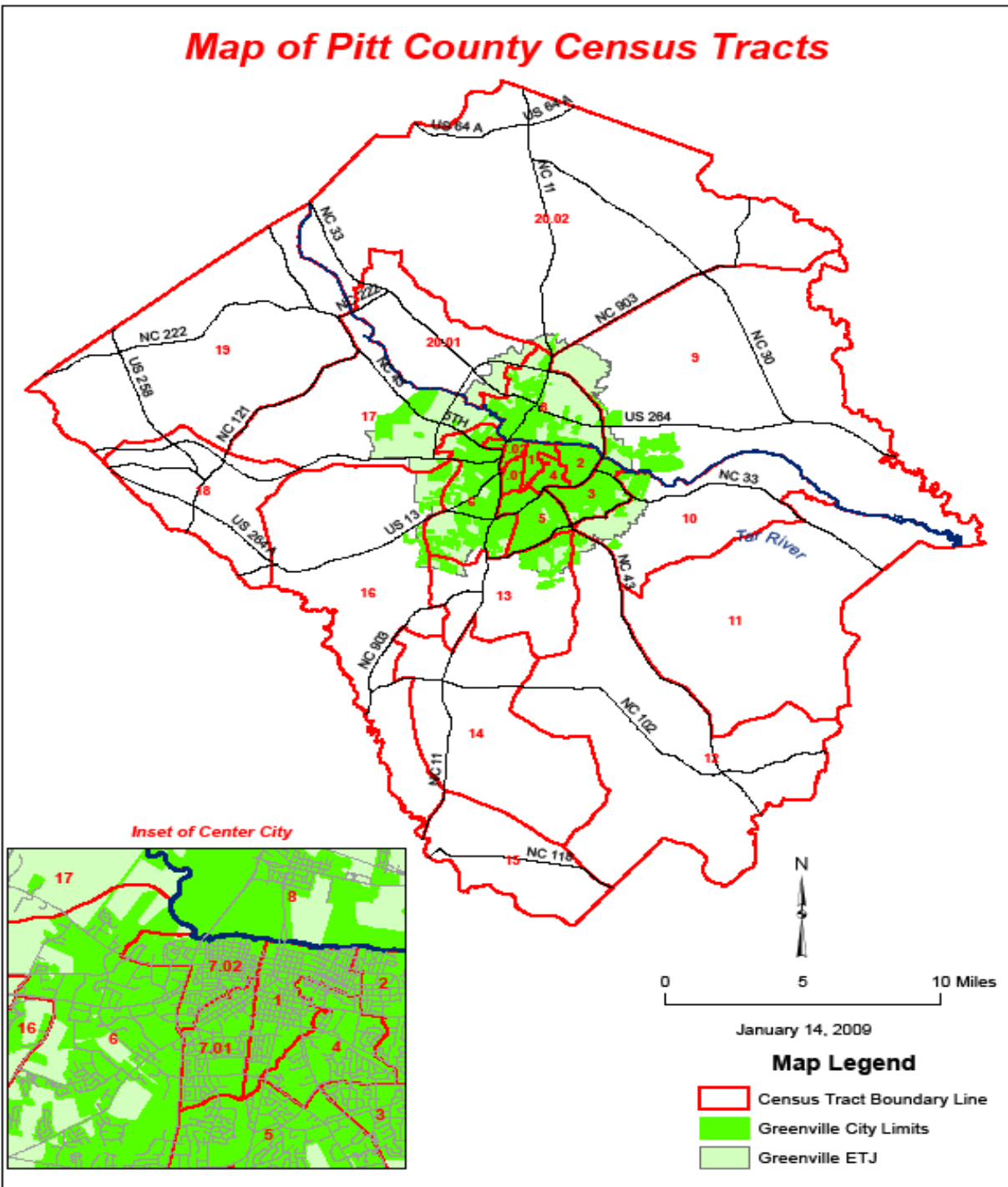
The City had been serving as the lead agency of the Pitt County HOME Consortium. However, the Greenville City Council voted January 7, 2008 to approve disbanding of the existing Consortium and making application to become a separate Participating Jurisdiction for HOME Investment Partnership funds. The effective date of the dissolution will be June 30, 2009, at the end of the current contract with HUD. During the Action Plan Year July 1, 2009-June 30, 2010, the City continued to fund new projects, as well as worked closely with the Consortium members to provide support and monitor the consortium programs until all remaining funds of the Pitt County HOME Consortium are expended.

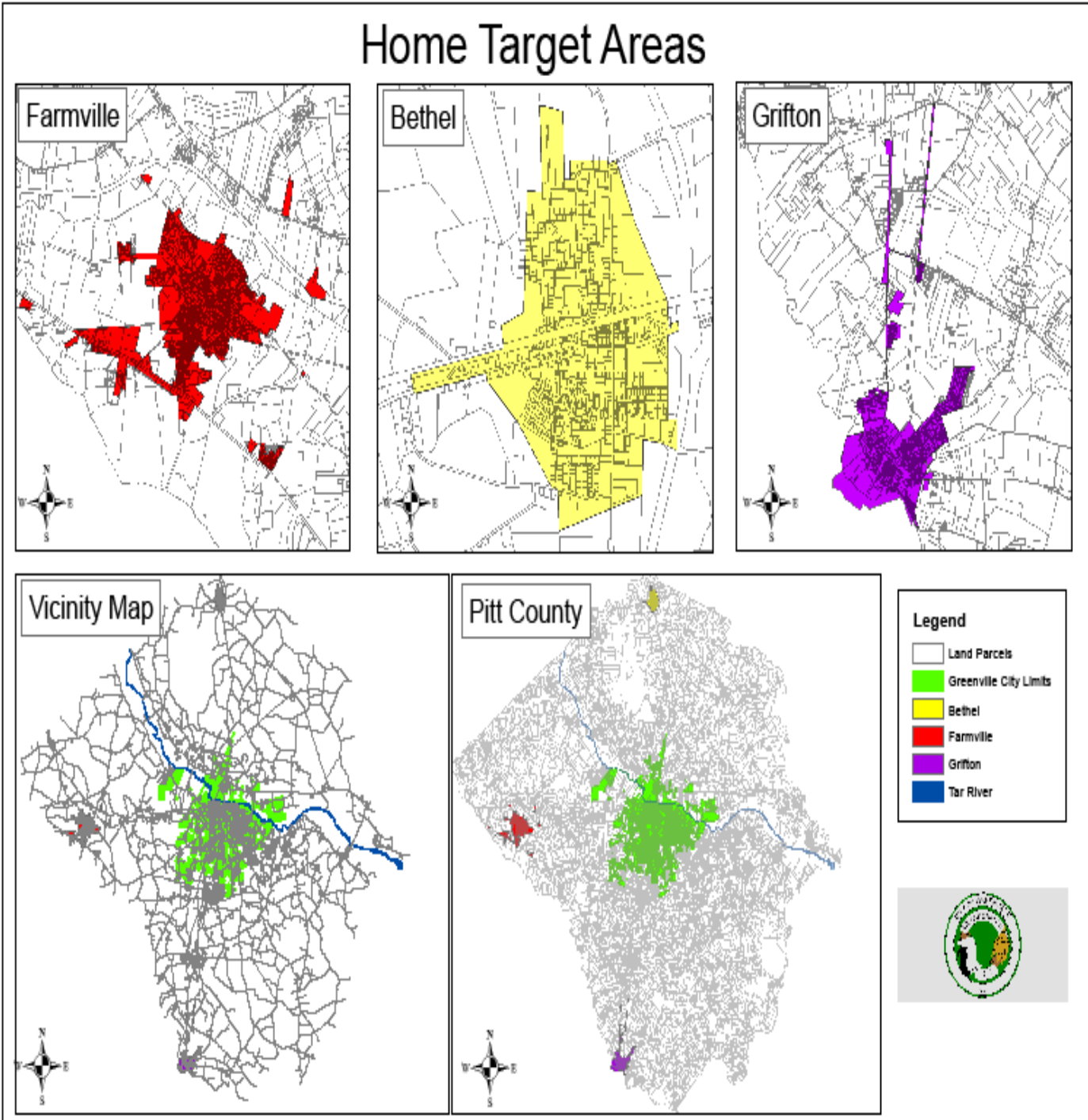
The City of Greenville expended the majority of CDBG and HOME allocations in the West Greenville 45-Block Revitalization area. Pitt County HOME consortium members expended their allocations throughout low to moderate income Pitt County communities. Please see below maps of West Greenville 45-Block Revitalization areas, target census tracts, and HOME consortium target areas.

Map 1



Map2





Map 3

Table 2: 2009-2010 Budget:

ACTIVITY	HOME	CDBG	BONDS	GENERAL FUNDS	TOTAL
Admin-COG	\$75,000	\$160,000	\$0	\$300,000	\$535,000
Housing Rehabilitation	\$162,500	\$264,497	\$100,000		\$526,997
Relocation		\$22,500	\$30,000		\$52,500
Acquisition	\$0	\$50,000			\$50,000
Down payment Assistance	\$100,000			\$60,000	\$160,000
New Construction	\$128,810	\$0	\$270,000	\$0	\$398,810
Clearance & Demolition		\$37,500	\$30,000		\$67,500
Community Housing Development Organizations	\$112,500				\$112,500
Infrastructure Improvement		\$35,000			\$35,000
Economic Development Activity		\$100,000			\$100,000
Public Service		\$115,000			\$115,000
Public Facility Improvement		\$30,000			\$30,000
Program Income	\$10,172	\$5,069			\$15,781
Total	\$588,982	\$819,566	\$430,000	\$360,000	\$2,338,588

II. GENERAL NARRATIVES

1.0 Assessment of progress towards five-year Goals and Objectives

The City of Greenville and Pitt County HOME Consortium continued to carry out activities that were identified as the needs and priorities identified within the five year Consolidated Plan. Priority needs from 2008 through 2013 call for a concentrated effort within the West Greenville 45-Block Revitalization Area for the City of Greenville and Housing Rehabilitation within the jurisdictional boundaries of the Pitt County HOME Consortium. These efforts were designed to preserve the existing housing stock. This year represents the second year of the five year Consolidated Plan. Within the City of Greenville, all efforts during the course of the five year period will primarily focus on the needs within the boundaries of the 45-block area bounded by West Fifth Street on the north side, Albemarle Avenue on the east, Fleming Street on the south and Bancroft Avenue on the west. The following activities are being carried out in addressing the needs in this area: housing assistance through rehabilitation, (preservation of the existing housing stock), new construction or infill on vacant lots, downpayment assistance, homeownership counseling, continue working with lenders to identify special programs/products for low to moderate income homebuyers, addressing lead-based paint issues, support and implement revolving loans for rehab, support local Continuum of Care Plan, and overall neighborhood revitalization.

In addition, to avoid deterioration of other parts of the City, funds were made available for housing rehabilitation and downpayment assistance for residents citywide.

2.0 Assessment of progress towards One-year Goals

The Housing staff continued efforts to address the needs and priorities established for the 2009-2010 fiscal year as well as carried out activities funded in previous years. All FY 2009-2010 activities emulate activities set within the five year Consolidated Plan. Activities included substandard owner-occupied rehabilitation, program administration, concentrated needs, nonprofit funding, CHDO funds for the development of affordable housing and downpayment assistance and HOME funding for the remaining consortium members to carry out housing rehabilitation. Concentrated needs included the acquisition and demolition of substandard buildings/housing units, relocation of any tenants residing in the dilapidated housing that is acquired, acquisition of vacant lots for recombination and infill development of single family housing and owner-occupied housing rehabilitation within the West Greenville 45-Block Revitalization Area. The following table represents accomplishments.

Table 3: One- year FY 2009-2010 Goals

ACTIVITY	FY 2009-10 GOALS	ACCOMPLISHMENT
Housing Rehabilitation	10	9
Downpayment Assistance	5	12
Acquisition of properties	2	12
Relocation assistance	5	1
Clearance & demolition	8	14
Public facility improvement	3	2
HOME Consortium Rehabs	5	6
New Construction	3	1
Public Service (nonprofits)	6	6
Lead Testing & abatement	35	71

604 Ford Street Grand Opening



Partnered with Pitt Community College Construction Trades program to begin construction of one single family home in West Greenville, using Local Affordable Housing Bond funds.



604 Ford Street

The majority of the activities underway are within the City of Greenville 45-Block Revitalization Area. Efforts will continue to address slum and blight and increasing homeownership within the area to a minimum of 50%. Previous tax records indicate the area had rental homes greater than approximately 80% percent of all homes in the area.

In addition to the narrative section of the CAPER, the City is required to submit financial reports produced through the Integrated Disbursement and Information System (IDIS). IDIS is a comprehensive database that tracks accomplishments and expenditures for each activity.

Highlights from CDBG Week April 4 - 10, 2010



NCD A 2010 John A. Sasso Award Recipient



Public Education Forum








Clean up in West Greenville

Join us as we Celebrate 2010 CDBG WEEK

The Week of April 5 - 10, 2010
has been designated as National Community Development Block Grant Week
by the National Community Development Association.

Schedule of Events
APRIL

Monday 5	Tuesday 6	Wednesday 7	Friday 9	Saturday 10
KICKOFF EVENT 10:00 AM - 12:00 Noon 604 Ford Street	PUBLIC EDUCATION FORUM 10:00 AM - 12:00 Noon City Hall Gallery Room, 3 rd Floor 200 W. 8 th Street, Greenville NC	TOUR OF HOUSING DIVISION ACTIVITIES 10:00 AM - 12:00 Noon For Elected Officials and City Board Members	HOUSING PARTNERS RECEPTION 11:30 AM - 1:00 PM City Hall Gallery Room, 3 rd Floor 201 West Fifth Street, Greenville, NC <i>To RSVP, call the Housing Division at (252) 320-4481</i>	CLEAN UP IN WEST GREENVILLE 10:00 AM - 12:00 Noon Corner of Connettes & West Fifth Street Corner of 14 th Street & West Fifth Street
				

For more information, contact the Housing Division at (252) 320-4481

3.0 Affirmatively Furthering Fair Housing

The Federal Fair Housing Act, as Amended, prohibits discrimination in the rental, sale, or financing of any dwelling based upon race, color, religion, sex, national origin, familial status, or disability. As a condition for receiving federal funds from HUD, entitlement communities, such as City of Greenville must “affirmatively further fair housing.” This phrase means to

- Conduct an analysis to identify impediments to fair housing choice within the jurisdiction;
- Take appropriate actions to overcome the effects of any impediments identified through the analysis; and
- Maintain records reflecting the analysis and actions taken in this regard.

In May 2008, the Housing Division completed an update to the Analysis of Impediments to Fair Housing Choice (AI). The City continues to implement procedures in order to mitigate and eliminate the identified impediments to fair housing choice and addresses the impediments in several ways.

It is the policy of the City of Greenville Housing Division not to discriminate against any person on the basis of race, color, national origin, sex, religion, familial status, or disability: in the sale or rental of housing or residential lots; in the advertising the sale or rental of housing; in the financing of housing; in the provision of real estate brokerage services; or in the appraisal of housing.

In accordance with the regulations of the HOME program and in furtherance of the City of Greenville’s commitment to fair housing and equal housing opportunity, a policy that establishes procedures to affirmatively market rental or residential units constructed or rehabilitated under the HOME program was approved June 1, 2009. These procedures are designed to assure that individuals who normally might not apply for available housing units because they are socially and/or economically disadvantaged are provided an opportunity to apply.

In addition, the City of Greenville has adopted policies that assure and encourage the full participation of Women and Minority-Owned Business Enterprises (WMBE) and Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The City of Greenville’s WMBE Coordinator publishes a quarterly newsletter and maintains a Business Directory for the construction, maintenance and building trades services. The directory identifies firms that have been certified or registered as DBE by the City of Greenville, and provides information that can assist their efforts to obtain contracts with the City of Greenville. The City expended approximately \$50,000 in general fund dollars to cover the WMBE Coordinator labor and activities, during FY 2009-2010.

During the month of April 2010, in celebration of Fair Housing Month, the City of Greenville, the Greenville Human Relations Council, Greenville Property Managers Association and Greenville-Pitt Association of Realtors sponsored a Fair Housing Month Poster Contest for residents in grades k-12, including the special education program. The purpose of the poster contest was to demonstrate non-discriminatory housing for all people regardless of race, sex, color, national origin, disability or family status.

Also, the City and its partners held a free Fair Housing Seminar April 21, 2010 designed for property managers, landlords and others interested. The speaker was Attorney William Brownlee of Brownlee Law Firm, Raleigh, N.C.

City of Greenville will continue to use administrative dollars to affirmatively further fair housing. Funds that are used to assist very low and low income households will be advertised in local newspapers. Special outreach will be provided through various community events and non-profit agencies in the community.

In addition to these activities, the City provides a full time staff position (Human Relations Coordinator) to address landlord/tenant issues, provide emergency housing assistance and outreach to citizens. This position is funded with approximately \$60,000 general government revenues. One of the primary responsibilities of the Staff member is to serve as a liaison to the Greenville Human Relations Council. The Greenville Human Relations Council seek to serve as an advocate for all people in pursuit of human and economic relationships, to promote activities, education and programs which enhance human dignity, equal opportunity, mutual respect and harmony among the many different citizens of Greenville.

4.0 Homeless Needs

4.1 Actions to meet supportive housing needs (include HIV/AIDS)

Funding to nonprofit organizations that address supportive needs is made available each fiscal year for eligible applicants. All nonprofits that receive funding are encouraged to participate with local Continuum of Care efforts.

Although the City does not receive Housing Opportunities for Persons with Aids (HOPWA) funds, the Greenville Housing Authority and Pitt County AIDS Service Organization (PICACO), a local nonprofit apply on an annual basis. They are currently managing 10 units of housing for HIV AIDS afflicted citizens.

4.2 Actions to plan and/or implement continuum of care

HUD encourages communities to address housing and homelessness through a comprehensive, collaborative, and strategic approach that it has promoted since 1994. HUD's Continuum of Care concept facilitates this process and is designed to help communities envision, organize, and plan comprehensive and long-term solutions to address the problem of homelessness.

As in past years, the City of Greenville has actively assisted with the creation and development of a Continuum of Care for Pitt County. The group, known as the Pitt County Continuum of Care, is comprised of City and County staff, as well as non-profit and for-profit representatives. The group meets monthly to discuss issues impacting the ever-growing homeless population. Efforts to end homelessness and to coordinate supportive services to homeless persons are top priorities for the community. The Pitt County Continuum of Care's mission for combating homelessness is to have a seamless continuum of housing and services to meet the housing and support service needs of all homeless subpopulations in the County and the City of Greenville, in both urbanized and non-urbanized areas. This requires the strengthening of coordinated activities of the local homeless coalition, the providers, other non-profit organizations and homeless individuals and advocates. The January 2010 Point in Time Count revealed that there are 93 homeless persons in Pitt County and only 72 beds available to serve them.

During the upcoming fiscal year, the group will continue to develop the Continuum of Care and prepare an Emergency Services grant application for submission. To date, the Pitt County Continuum of Care has received funding from the 2003, 2004, 2005, 2006, 2007, 2008 and 2009 funding cycle. Funding received under the 2004 and 2005 award was allocated to implement a Homeless Management Information System (HMIS). All actions by the Continuum of Care group will address obstacles to meet the underserved needs in the community, assist with the reduction of poverty level families, assist with the development of "institutional structures", and enhance coordination between public and private housing and social service providers.

4.3 Actions to prevent homelessness

The United States Interagency Council on Homelessness issued a challenge to communities across the country to address the problem of homelessness, specifically the chronically homeless. In the fall of 2006 and spring of 2007, the Pitt County Board of Commissioners and the City of Greenville City Council adopted resolutions to develop a 10-Year Plan to End Chronic Homelessness in Pitt County. The 10-Year Plan is a comprehensive effort of various community organizations, leaders and citizens. The City of Greenville committed \$15,000 CDBG funding towards this effort.

The Blue Ribbon Task Force to End Chronic Homelessness in Pitt County spent approximately eight months gathering data on homelessness in community and reviewing best practice approaches being used in other communities to reduce and end homelessness. The Task Force held focus groups and forums to help determine the best approaches for the community. The 10-Year Plan to End Chronic Homelessness in Pitt County represents the culmination of work over the past year. The two major recommended goals featured in the plan are evidenced-based practices drawn from best practices of innovative programs and initiatives in place across the country:

- **Goal 1:** Provide community-based services and support to prevent homelessness before it happens and diminish risks for homelessness to recur.
- **Goal 2:** Create adequate short-term housing options and supportive permanent housing for those who are chronically homeless or at risk of becoming homeless.

The plan also features a structural framework and projected budget for the implementation of the recommended strategies. The City of Greenville, Pitt County Government and private/public agencies have been identified as funding sources.

The following are accomplishments for the first year of implementation of the plan:

- Funding to support the first two years of implementation was secured. Funders include Pitt County Government, City of Greenville (CDBG \$30,000), United Way of Pitt County, East Carolina Behavioral Health, LME, UPS Foundation, Grady White Donor Advised Fund, Select Bank, BB&T Bank.
- Advisory Board for Our Journey Home was appointed and quarterly meetings confirmed. An Executive Committee for the Advisory Board was also elected and meets monthly to review progress on implementation of strategies.
- A Project Manager was hired July 2009 to oversee the implementation of the strategies.
- Program Initiatives for 2009.

Ending chronic homelessness is a challenge for the entire community. There are no simple solutions. Ending homelessness will require a cooperative effort among government agencies, private and public services, businesses, faith-based organizations and neighborhoods.

In addition, Pitt County Government was awarded Homeless Prevention and Rapid Re-Housing Program (HPRP) funds from the North Carolina Office of Recovery and Investment (OERI), which is funded under the American Economic Recovery and Reinvestment Act of 2009. The City of Greenville serves as a partnering agency.

4.4 Actions to address emergency shelter needs

The City of Greenville, through its CDBG Program provided financial assistance to two local nonprofits during the 2009 fiscal year. The two entities were the Greenville Community Shelter, a homeless provider, for necessary facility repairs and the Center for Family Violence Center, which provides emergency housing to battered women and young children.



4.5 Actions to develop transitional housing

During the past fiscal year, funding was provided to the following nonprofits: Greenville Community Shelter for facility improvements; and Center for Family Violence Program for safe family visits. Each of these facilities provides transitional housing for homeless and domestic violence victims. The need for safe, affordable housing for victims of domestic violence is well documented. Without access to housing options, women fleeing from abusive relationships are often forced to live in substandard conditions or return to their batterers. While many battered women need only short-term, emergency shelter, others face numerous barriers to achieving independence free from abuse and require long-term housing assistance and a variety of support services.

Recognizing the housing needs of battered women, many domestic violence service providers now offer longer-term, transitional housing to the women and children they serve. With that in mind, the City certified two new CHDO's this fiscal year, Streets to Home, Inc. and EXCEED, Inc. to provide transitional rental housing for victims of domestic violence and homelessness who are transitioning from emergency shelter to permanent housing.

Transitional housing, sometimes called second stage housing, is a residency program that includes support services. Usually provided after crisis or homeless shelter, transitional housing is designed as a bridge to self-sufficiency and permanent housing. Residents usually remain from six months to two years, and are typically required to establish goals to work towards economic stability.

5.0 Meeting Underserved needs

5.1 Actions taken and accomplishments to meet worst-case needs

The Greenville Police Department and LIFE/STRIVE of North Carolina, Inc. have collaborated together to implement a prisoner re-entry program in the City of Greenville, through a grant funded by the North Carolina Governor's Crime Commission. Reentry involves the use of programs targeted at promoting the effective reintegration of offenders back to communities upon release from prison and jail. Reentry programming, which often involves a comprehensive case management approach, is intended to assist offenders in acquiring the life skills needed to succeed in the community and become law-abiding citizens. A variety of programs are used to assist offenders in the reentry process, including prerelease programs, drug rehabilitation and vocational training and work programs. STRIVE has a successful job training program which was partially funded with CDBG Public Service funds.

During fiscal year 2009, [REDACTED] STRIVE clients benefitted from CDBG funds.

5.2 Actions and accomplishments to serve people with disabilities

Elderly and disabled homeowners wishing to have their homes rehabilitated are given first priority. In situations in which a homeowner has special needs, those needs are taken into account by Housing Division staff. Provisions are made to provide devices necessary for mobility and comfort.

Within the City of Greenville there continues to be a need to assist homeless, unemployed, "at risk" youth, victims of domestic abuse, and drug abuse. The program responds to such needs through the CDBG funding of organizations that cater to the needs of these groups. Such groups include the Greenville Community Shelter, L.I.F.E. of NC, Lucille Gorham Intergenerational Center, and Center for Family Violence Program.

A total of [REDACTED] persons benefitted from these programs.

5.3 Number of Section 215 housing opportunities

Not applicable

6.0 Reduce poverty

City of Greenville housing programs inherently address poverty by creating housing opportunities for low income households. Without these housing opportunities many low income households would not be able to afford housing repair costs or to purchase a home.

The City completed fifteen (15) housing rehabilitations projects and twelve (12) downpayment assistance.



Additionally, funding through CDBG Public Service activities of emergency shelter providers such as the Greenville Community Shelter and Center for Family Violence Program, both nonprofit agencies, allow individuals who would normally reside in impoverished conditions the opportunity to establish themselves in order to find suitable employment. Such efforts will work to reduce the number of persons currently living in poverty and are homeless.

City of Greenville also provides funding for various projects to create economic opportunities for low to moderate income persons, which aid in the reduction of poverty. The City's Urban Development Division operates the following programs: business facade improvement program; small business plan competition and is currently working on development of a small business incubator in the designated redevelopment area.

Transportation systems in Pitt County and major highways have been improved and will continue to be improved to meet the demands of a growing population.

7.0 Program Monitoring

The Housing Division conducts formal monitoring of its CDBG and HOME grant programs annually in August and September. The monitoring visits consist of reviewing programmatic procedures to ensure that each grant program regulations defined in the Code of Federal Regulations and the scope of work described in the Subrecipient Agreement is met. General financial and accounting procedures are also reviewed in accordance with applicable Office of Management and Budget circulars.

If a finding or concern is identified as a result of the monitoring, technical assistance is provided in order for the agency to correct the deficiency. If deficiencies persist, reimbursement fund may be suspended and/or the subrecipient could jeopardize future funding opportunities.

The City ensures that all monitoring letters detail specific time frames for a monitoring response and the corrective actions that need to be taken. Additionally, the City will impose sanctions if the corrective actions are not taken within the specified time frame.

8.0 Leveraging Resources

On November 2, 1992, the citizens of Greenville approved a one million dollar bond referendum for affordable housing. The funding was divided into three revolving loan categories. The categories include homeownership, land banking, and elderly housing rehabilitation. As revolving loans, these funds are continually recaptured and recycled into the activities to further efforts to promote and preserve affordable housing. These funds have been recycled since 1992 and are available for the West Greenville 45-Block Revitalization area and other affordable housing initiatives of the City of Greenville.

In 2004, Greenville citizens again approved \$10 million in bond referendums for the revitalization efforts in the Uptown Greenville and West Greenville 45-Block Revitalization focus areas. Five million of the \$10 million is set aside for the priorities and goals identified below within the West Greenville 45-Block Revitalization area to leverage CDBG and HOME funds.

The City of Greenville was awarded through the 2009 American Recovery and Reinvestment Act (ARRA) from the U.S. Department of Housing and Urban Development a Lead Based Paint Hazard Control Grant. The \$1.9 million grant funds will be used to accomplish the following within 36 months, beginning April 15, 2009:

- Control and reduce lead hazards in one hundred ten (110) low-income housing units in the Greenville area
- Addressing one hundred ten (110) housing units occupied by children under the age of six years with elevated blood lead levels
- Provide eighty five (85) outreach programs for community awareness and education regarding lead hazards aimed at reaching five thousand (5,000) people
- Screen and test children under the age of six years for elevated lead blood levels
- Provide Lead Safe Work and Lead Certification training to at least ten (10) Contractors involved in the City of Greenville housing rehabilitation program
- Provide economic opportunities to at least sixty (60) unemployed and underemployed persons in the targeted neighborhoods, creating sixty (60) jobs
- Develop a self sustaining program by integrating lead hazard reduction into housing rehabilitation programs



Seventy one (71) units have been tested for lead paint.

Fifty three (53) units have been cleared of lead paint.

In addition, the City of Greenville contributes approximately \$300,000 of General Government Fund dollars to support the Housing Division staff administrative costs to administer federal grants and bond fund projects.

9.0 Managing the Process

The Community Development Housing Division consistently seeks methods to improve and strengthen its programs. Assessment of program activities in compliance with outlined performance measurement objectives, indicators and outcomes in the action plan is performed annually.

In addition, the Housing Administrator conducts regular “desk audits” of all programs to insure compliance with regulations.

10.0 Citizen Comments and Public Participation

The City of Greenville continues to acknowledge the importance of citizen participation in developing activities for each upcoming year. During the development of the fiscal 2009-2010 Consolidated Plan year, three public hearings were held to advise the community of proposed activities and sources of funds. In addition, two community meetings were held to receive comments from citizens in developing the plan.

All requests for bids from contractors to assist with housing repairs and construction throughout the year were handled in an open and fair manner.

The notice of availability of the CAPER for review and to receive public comments was published in the "Daily Reflector" on Monday, August 23, 2010, August 30, 2010 and September 6, 2010. The CAPER was made available for review for a period of fifteen (15) days. See attached copy of Publisher's Affidavits. Also, the "Notice of Public Hearing" to receive comments at City Council meeting was published in the "Daily Reflector" on August 30, 2010 and September 6, 2010. Also, notices were published in two minority newspapers during month of August/September 2010 in "Daily Drum" and "M-Voice"

In addition to the public hearing, the following meetings were conducted as part of Greenville's public participation process as well as to disseminate program information:

- Monthly Affordable Housing Loan Committee meetings (AHLC);
- Technical assistance meetings during the CDBG Notice of Funding cycle for nonprofits with interested organizations;
- Attendance at neighborhood association meetings;
- Presentations to Churches and Community groups;
- Monthly Continuum of Care meetings;
- March 27, 2010 "Housing Fair";
- Nonprofit Development Workshop, June 14-15, 2010; and
- National Night Out Against Crime, August 2, 2009.

Finally, to improve access of the CAPER for the community, the Housing Division posted the CAPER on the city's website for review.

There were no public comments received by the City of Greenville for the 2009-2010 CAPER.

11.0 Institutional Structure

The City of Greenville, through its Housing Division, Pitt County Consortium members, the network of housing subrecipients and Community Housing Development Organizations (CHDOs) are effectively organized to utilize all the funding received through the various state/federal programs. The private sector is provided with incentives for developing affordable rental housing through tax credits provided by the federal tax credit program. Tax credits provide developers with an additional North Carolina subsidy for low income apartment construction. In addition, each year efforts are made to work with local institutions to provide housing and economic opportunities for low income persons through public service activities and participation in the Pitt County Continuum of Care. The Pitt County Continuum of Care began in 2001 and has successfully grown into a well-balanced organization made up of local government agencies, housing providers, service providers, and other interested group. The development of the continuum and participation by the City of Greenville will greatly enhance coordination between these agencies. The Greenville Housing Authority has also joined this group and began working in concert with the City of Greenville and revitalization efforts in the West Greenville 45-Block Revitalization Area.

12.0 Reduce Lead-based paint hazards

The City of Greenville is committed to testing and abating lead in all pre-1978 housing units assisted with federal grant funds in housing programs. Currently, the City of Greenville has contracted with an agency to provide all lead testing and clearance activities. This agency has also agreed to provide training for the housing rehabilitation contractors.

All projects in which HUD funding is used are in compliance with the new Lead Based Paint (LBP) guidelines as enacted on September 15, 2000. Testing of all units is conducted and, if found, all lead hazards are abated.

In addition, the City of Greenville was awarded a grant from Department of Housing and Urban Development, Office of Healthy Homes and Lead Hazard Control a Lead-based Paint Hazard Control Grant Program for thirty-six month period, as part of the American Economic Recovery and Reinvestment Act of 2009. The grant agreement was signed April 15, 2009.

The goals of the grant include testing and abatement of 110 units, training for Contractors and creation of sixty (60) jobs.

III. HOUSING NEEDS

13.0 Public Housing Strategy

There are four Public Housing Authority managing agencies in the Pitt County area, which include Greenville Housing Authority with a total of 714 units; Mid East Commission who manages a total of 135 units in three towns; Farmville Housing Authority who manages 174 units and Ayden Housing Authority who manages 175 units. Each of the mentioned Public Housing Authorities receives federal funds to modernize and repair public housing units. None of the public housing authorities in Pitt County have been designated as “troubled” agencies or otherwise performing poorly.

During fiscal year 2009-2010, the City of Greenville Community Development Department Housing Division formed a partnership with the Greenville Housing Development Corporation to implement a Lease/Purchase program utilizing five Rehabilitated single family units for low to moderate income residents in the West Greenville 45-Block Revitalization Area.

14.0 Foster and maintain Affordable Housing

The City of Greenville continually seeks methods for fostering and maintaining affordable housing. Funds during the 2009 Program Year were reserved for downpayment assistance to low-moderate income homebuyers within the City of Greenville. Funds were used to address goals for increasing homeownership within the West Greenville Redevelopment Area. Funding from previous years has also been made available to homebuyers as downpayment assistance. Provision of downpayment assistance decreases the amount of financing and or private source of funding a homebuyer needs in order to purchase a home. The City also provides assistance with local bond funds to aide with downpayment or closing costs. Bond funds are awarded to qualifying applicants as a zero interest loan up to 5% of the purchase price of the home and amortized over 5 years. **Twelve (12) residents received down payment assistance.**

In addition, the City formed a partnership with Pitt Community College Construction Trades Program to build one single family home in the West Greenville 45 Block Area. The home is currently under contract to sale to a low income first time homebuyer.

15.0 Eliminate barriers to Affordable Housing



The City of Greenville partners with local nonprofit agencies to provide homeownership counseling and workshops for potential homebuyers. The City additionally also offers a Homeownership Academy that provides participants with the opportunity to gain a working knowledge of the home buying process and to prepare financially to purchase a home within the West Greenville Revitalization Area. At the completion of the program, participants receive a certificate for \$500.00 redeemable at closing to assist with the purchase of an existing or new home within the West Greenville Revitalization Area.

Homeownership Academy Workshop



IV. COMMUNITY DEVELOPMENT BLOCK GRANT

16.0 Relationship of expenditures to priority needs

During FY 2009-2010, Community Development Block Grant (CDBG) activities were conducted in accordance with the priority goals and objectives identified in the Consolidated Plan. Greenville's total CDBG program allocation for FY 2009-2010 was \$819,566. Funds were distributed among owner-occupied housing rehabilitation; acquisition of dilapidated/substandard properties; clearance and demolition; assistance to nonprofits and administration. As per regulation, a jurisdiction cannot spend more than fifteen percent (15%) of its allocated FY 2009-2010 grant amount on public services and cannot spend more than twenty percent (20%) on administrative costs, irrespective of actual expenditures during the program year.

According to the Integrated Disbursement and Information System (IDIS) PR26 Financial Summary Report, City of Greenville spent 14.4% of its allocated FY 2009 grant amount on public services and 10.1% of its allocated grant amount on administration costs.

17.0 Low/moderate area benefit

Excluding costs for planning and administration, all CDBG expenditures during FY 2009-2010 went toward activities and projects with a national objective of benefitting low to moderate income residents.

18.0 Amendments and other changes to programs

None.

19.0 National objective failures

None to report.

20.0 Actions taken to avoid displacement

Efforts are made to avoid displacement. Should a family occupy a structure that is not a feasible rehabilitation project or unit and the structure is contributing to a slum/blighting situation, the family is then relocated. Downpayment assistance is offered to tenants that qualify under program guidelines for purchase of a home. The property can also be rehabilitated under our owner-occupied rehabilitation program. When displacement is necessary, efforts are in place to relocate the person(s) to comparable, decent, safe, and sanitary housing. All efforts are made to find units within the same neighborhood however per Uniform Relocation Act (URA) regulations; it is ultimately the decision of the individual as to where they chose to relocate.

21.0 Compliance with Uniform Relocation Act

All necessary measures for complying with URA guidelines have been met and the necessary documentation is located in the files.

22.0 If jobs were filled with over income people:

None

23.0 For limited clientele activities, if any

Public service funds were provided to two nonprofits organizations serving only homeless individuals/families; and victims of low income domestic violence victims.

24.0 Rehabilitation accomplishments and costs:

24.1 Units completed for each type of program

Nine (9) units Owner occupied rehab
Three (3) units repaired for lease/purchase program

24.2 CDBG expenditures for rehabilitation

\$ _____

24.3 Other funds invested

Local bond funds \$ _____
Lead Hazard Control Funds \$603,000

24.4 Delivery costs

\$ _____

25.0 Neighborhood Revitalization Strategy Area, if any:

No area established

26.0 CDBG Financial Summary Attachments:

See attached.

- Reconciliation of cash balances (Federal Cash Transaction Reports)
- Program income, adjustments and receivables

V. HOME INVESTMENT PARTNERSHIP PROGRAM

27.0 Distribution of HOME funds among identified needs

During the 2009-2010 fiscal year, HOME funds were provided to assist with new construction, housing rehabilitation, downpayment assistance and administrative costs. While efforts to increase new housing units continued, the City also continued to support the existing housing stock through housing rehabilitation. Total of three (3) housing rehabilitation projects were completed by Pitt County Government and City of Greenville completed three. Total costs of each rehab ranged from \$50,000 to \$70,000. Additional rehabs were underway at the end of the fiscal year. Other activities included the provision of downpayment assistance to four (4) low income, first-time homebuyers through the City of Greenville. All activities completed address the needs identified within the Consolidated Plan. All communities included in the Pitt County HOME Consortium have ensured that low to moderate income residents of the various towns are assisted with home ownership opportunities and housing rehabilitation assistance. All activities are monitored to ensure compliance with program guidelines. As lead entity, the City of Greenville maintains the necessary documentation, monitors all participating jurisdictions and CHDO's, and provides daily assistance to members with program rules and regulations as well as the requisition of funding.

28.0 HOME Match Report (HUD 40107A)

According to the HOME final rule 24 CFR Part 92, Participating Jurisdictions (PJs) under the HOME program must provide a twenty-five percent (25%) non-federal match for eligible HOME activities (minus administration costs). For FY 2009-2010, Greenville used Local Affordable Housing Bonds and General fund dollars to provide a match needed for the grant.

29.0 Contracting Opportunities for W/MBE's

Submittal of each annual CAPER must also include Part III of HUD Form 4107, otherwise known as HOME Annual Performance Report. Specifically, this report is used to report on the contract and subcontracting opportunities with MBEs and WMEs for any HOME projects completed during FY 2009-2010. While there are no statutory requirements for contracting with a MBE or WBE, HUD uses this report to determine the outreach efforts of the Division to MBEs and WBEs.

30.0 Summary of results of onsite inspections of HOME rental units-

Not applicable

31.0 Assessment of effectiveness of affirmative marketing plans

The City routinely solicits minority and female contractors to provide services. Each advertisement encourages minority and females business owners to apply where applicable. Efforts include advertising in local minority publications where available. While affirmative marketing plans are in place, the availability of minority and female owned businesses is limited within City of Greenville.

32.0 Information about the use of program income

Any program income generated through the HOME program is reallocated to program activities to further the City's efforts.

33.0 Analysis of successes and failures and actions taken to improve programs

The Housing Division consistently evaluates the HOME Program for efficiency and continually updates the requirements and procedures as needed.

ATTACHMENT FOR CDBG PROGRAM INCOME; ADJUSTMENTS AND LOANS & RECEIVABLES

a. Program Income

1. Total program income to revolving funds:
(Identify by fund type and amount)

Entitlement Funds

Owner-Occupied Rehab: \$13,644

These funds are program income from loan payments that were reprogrammed for Housing Rehabilitation.

2. Float-funded activities: *None*
3. Other loan repayments by category: *None*
4. Income received from sale of property: \$0.

b. Prior Period Adjustments

1. Reimbursement made for disallowed costs: *None*
 - Activity name
 - Activity number
 - Program Year expenditure was reported
 - Amount returned to program account

c. Loans and other receivables

1. Float-funded activities outstanding as of the end of the reporting period: *None*
2. Total number of loans outstanding and principle balance as of the end of reporting period: *16 loans with a balance of \$95,226.09*
3. Parcels acquired or improved with CDBG funds that are available for sale as of reporting period: *None*
4. Number and amount of loans in default and for which the balance was forgiven or written off during the reporting period: *None*

Lump sum drawdown agreement: *None*

Reserved for attachments



City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Presentations by boards and commissions
a. Police Community Relations Committee

Explanation: The Police Community Relations Committee will make their annual presentation to City Council at the September 9, 2010 meeting.

Fiscal Note: N/A

Recommendation: For information only; no action recommended

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City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Financial audit for the fiscal year ended June 30, 2010

Explanation: The City's independent auditor, McGladrey and Pullen, will present the firm's unqualified opinion on the financial statements for the fiscal year ended June 30, 2010 for the governmental and business-type activities, each major fund, and the remaining fund information. Additionally, Financial Services will present the financial position of the City for fiscal year 2009-2010 along with other comparative financial information.

This presentation will include the auditor's unqualified opinion for the year ended June 30, 2010, which disclosed no material internal control weaknesses or material violations of laws and regulations relative to the City's major federal programs.

The final phase of the annual audit cycle includes submission of financial statements to the Local Government Commission (LGC) for review. That process must be completed by October 31, 2010. Following LGC review and final revisions, the Comprehensive Annual Financial Report (CAFR) will be finalized and submitted to the Mayor, City Council Members, and the City Manager.

Fiscal Note: The cost of service for the annual audit is \$38,180 and has been included in the 2010-2011 budget.

Recommendation: Accept the audit report as presented by McGladrey and Pullen and receive the information on the results of operations for the fiscal year ended June 30, 2010, presented by the Financial Services staff.

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City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Contract award for construction of an elevator addition to the Lucille W. Gorham Intergenerational Center's Lessie Bass Building

Explanation: In order to use the second floor of the Intergenerational Center (IGC) Lessie Bass Building, the City must install an elevator. Public Works advertised and received bids for the IGC Lessie Bass Building Elevator Addition Project on July 27, 2010. Attached is the bid tabulation. Prime Contracting LLC of Greenville, NC, submitted the lowest responsive bid in the amount of \$297,800 for the base bid and \$15,000 for Alternate 1, which is the construction of a new front entrance concrete handicap ramp. The total of the bid is \$312,800. The contract is proposed to include the base bid and Alternate 1. This project involves the construction of an addition to the IGC Lessie Bass Building that includes an elevator and a fire escape.

Additionally, Public Works is developing a project to upgrade the building's electrical system to support the elevator as well as the increased electrical demand throughout the building. Estimated cost of the electrical work is \$40,000.

Fiscal Note: The City Council on April 5, 2010 approved acceptance of a grant from the Perkins, Wells, and West Trusts through East Carolina University for design and construction of this project in the amount of \$170,000. City staff noted at that time that the remaining amount required for construction of the project would need to come from capital reserve funds, and a recommendation to appropriate these funds would be brought to the City Council after the construction bids were received.

The architectural/engineering services contract was awarded to JKF Architecture on February 11, 2010. Total architectural/engineering fees are anticipated to be \$41,171. The proposed construction contract of \$312,800 brings total anticipated project costs to \$353,971. The estimated cost of the electrical work referenced above is \$40,000 bringing the overall improvements budget to \$393,971.

Since the grant is \$170,000, City funding of \$223,971 is needed to complete the project.

The capital reserve funds would come from the remaining amount in the November 9, 2010 undesignated General Fund fund balance. This account has a current balance of \$1,622,166. The needed adjustments are included in ordinance #2 to the 2010-2011 budget.

Recommendation: Award a construction contract for the IGC Lessie Bass Building Elevator Project to Prime Contracting LLC in the amount of \$312,800 and appropriate \$223,971 from the General Fund fund balance to this project.

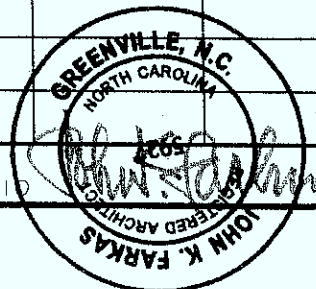
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 [Lessie Bass Elevator Addition Bid Tab Sheet](#)

	Yes	No
Bidding closed at appointed time?	X	
Contractor's Received All Addendum?	X	
Anyone denied the right to Bid?		X
Any objections to opening Bids?		X

Contractor	Lic. No.	Addendo	Bid Bond	Sign & Seal	MBE A or B	Base Bid	Alternate	Unit Price	Unit Price	Unit Price
							#1	#1	#2	#3
CONTRACT FOR:						GENERAL CONSTRUCTION	SINGLE - PRIME			
A.R. Chesson Construction Co., Inc.	13540	Y	Y	Y	Y	\$334,894	\$12,696	\$16.00	\$41.00	\$2.50
American Builders, Inc.						NO BID				
Brydger & Lee, Inc.						NO BID				
Burney & Burney Construction, Inc.	30238	Y	Y	Y	Y	\$420,000	\$25,371	\$30.00	\$30.00	\$15.00
D.S. Simmons, Inc.	7651	Y	Y	Y	Y	\$377,700	\$16,200	\$20.00	\$25.00	\$3.00
Eastern Omni Constructors, Inc.						NO BID				
Harry H. Commings, Inc.	2382	Y	Y	Y	Y	\$306,900	\$17,000	\$100.00	\$100.00	\$120.00
Prime Contracting	62469	Y	Y	Y	Y	\$297,800	\$15,000	\$25.00	\$40.00	\$10.00
Waldt Construction, Inc.						NO BID				
Prepared by:	JKF ARCHITECTURE P.C.									
Project Architect:	JOHN K. FARKAS, AIA 712712010									





City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Ordinance repealing Section 7-3-5 of the City Code relating to the process for employment of the Director of Recreation and Parks

Explanation: At its August 9, 2010, meeting, City Council requested that an ordinance be prepared which would delete the provision in the City Code which provides that when a Director of Recreation and Parks is employed, the Recreation and Parks Commission is to select and nominate to the City Manager a person for the position. This requirement establishes a different process for this department head position than what applies to all other department head positions. By state law, the City Manager appoints all City employees other than the City Attorney and City Clerk.

The provision of the City Code which is proposed to be deleted is as follows:

SEC. 7-3-5 DIRECTOR OF RECREATION AND PARKS;
QUALIFICATIONS.

A candidate for the position as Director of Recreation and Parks shall, upon an interview with the Recreation and Parks Commission, be selected and nominated to the City Manager for employment if, in the opinion of the Commission and City Manager, he or she is fully trained and qualified to lead, organize, direct and maintain a satisfactory community recreation and parks program.

Fiscal Note: There is no fiscal impact with repealing this section of the City Code.

Recommendation: Adoption of the attached ordinance will repeal the provision of the City Code which provides that the Recreation and Parks Commission will select and nominate to the City Manager the person to be employed as the Director of Recreation and Parks.

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 [Ordinance Repealing Section 7 3 5 Relating to the Process for the Recreation and Parks Director Employment 876140](#)

ORDINANCE NO. 10-

AN ORDINANCE REPEALING SECTION 7-3-5 OF
THE GREENVILLE CITY CODE RELATING TO THE PROCESS OF
EMPLOYMENT OF THE RECREATION AND PARKS DIRECTOR

THE CITY COUNCIL OF THE CITY OF GREENVILLE DOES HEREBY ORDAIN:

Section 1. That Section 7-3-5 of the Code of Ordinances, City of Greenville is hereby amended by repealing section 7-3-5 and deleting said section in its entirety.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

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

This the 9th day of September, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Appointment to Joint Pay and Benefits Committee

Explanation: At the August 23, 2010, joint City Council and Greenville Utilities Commission meeting, City Council discussed the possibility of making an appointment to the Joint Pay and Benefits Committee and requested information on the appointment of the City Council representatives to the Joint Pay and Benefits Committee. A search of City Council minutes was conducted. In summary, the minutes reflect that, over the years, the name of the committee has changed, the composition of the committee has changed, and the method of appointing the members has changed. However, the most recent action by Council is that the Joint Pay and Benefits Committee consists of two City Council representatives appointed by a vote of City Council and two GUC Commissioners appointed by the Greenville Utilities Commission. Therefore, in the City Attorney's opinion, in order to appoint a City Council representative to replace an existing City Council representative on the Joint Pay and Benefits Committee, a vote by City Council is required.

The history of the committee, as reflected by the minutes, is as follows:

- 1) On September 8, 1992, a committee was established by City Council and GUC to jointly study the pay plans of the City and GUC. This was prompted by the amendment to the GUC Charter which was approved by the North Carolina General Assembly on July 7, 1992, and which stated that "it is the intention of this Charter that the Greenville Utilities Commission and City of Greenville will implement and maintain mutual pay plans, personnel policies, and benefits for their respective employees." One City Council Member (Fridley) was appointed to the committee by a vote of City Council, and one GUC Commissioner was appointed to the committee by a vote of the Commission.
- 2) On February 27, 1996, a report was made by the Joint Compensation and Benefits Committee to City Council and GUC. The Committee consisted of two Council Members (Fridley and Ramey), two GUC Commissioners, the City Manager, and the GUC General Manager. The minutes do not reflect the manner

these persons were appointed.

3. On March 24, 1997, the recommendations of the Joint City/Greenville Utilities Committee on Pay and Benefits were presented and considered. It was noted that the representatives on the Committee were two Council Members (Council and Autry) and two GUC Commissioners. The minutes do not reflect the manner these persons were appointed.

4. On March 24, 1998, the recommendations of the Joint Pay and Benefits Subcommittee were presented and considered. It was noted that the Subcommittee consisted of two Council Members (Huggins and Autry), two GUC Commissioners, the City Manager, and the GUC General Manager. The minutes do not reflect the manner these persons were appointed.

5. On April 18, 2000, the recommendations of the Joint City/Greenville Utilities Commission Committee for Employee Pay and Benefits were presented and considered. It was noted that the Committee consisted of two Council Members (Council and Autry) and two GUC Commissioners. The minutes do not reflect the manner these persons were appointed.

6. On March 8, 2001, City Manager Davis asked for two persons to serve on the Joint City/ GUC Compensation Committee. Two Council Members (Morris and Glover) volunteered. The minutes do not reflect a vote by Council to make the appointment or a statement by the Mayor making the appointment.

7. On February 14, 2002, Mayor Parrott recommended Mayor Pro-Tem Miller and Council Member Craft as the two representatives to serve on the Joint City/GUC Pay and Benefits Committee. City Council voted to make this appointment.

8. On March 18, 2003, Mayor Parrott appointed two Council Members (Dunn and Craft) to the Joint Compensation Committee, and the GUC Chairman appointed two GUC Commissioners to the Joint Compensation Committee.

9. On January 10, 2005, two Council Members (Glover and Dunn) were appointed by a vote of City Council to serve as the Council representatives on the Joint City/Greenville Utilities Commission Compensation Committee.

10. After January 10, 2005, the minutes do not reflect the manner of appointment of the Joint Pay and Benefits Committee, but it is noted that the composition of the Committee consists of two City Council representatives and two members of the GUC Commission.

Fiscal Note:

There is no fiscal impact resulting from an appointment of a City Council representative to the Joint Pay and Benefits Committee.

Recommendation:

If City Council determines to appoint a City Council representative to replace an existing City Council representative on the Joint Pay and Benefits Committee, an

appointment by a vote of City Council is required.

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City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Private business trespass agreements enforced by the Police Department

Explanation: Council Member Rose Glover requested that an item be placed on the September 9, 2010 agenda to discuss the agreements with Uptown business owners and any other business owner who has an agreement for trespassing that is enforced by the Police Department.

Fiscal Note: No direct cost involved to discuss this item.

Recommendation: As requested by Council Member Glover, discuss the agreements with Uptown business owners and any other business owner who has an agreement for trespassing that is enforced by the Police Department.

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City of Greenville, North Carolina

Meeting Date: 9/9/2010
Time: 7:00 PM

Title of Item: Funds spent for police officers to patrol the Uptown area

Explanation: Council Member Rose Glover requested that an item be placed on the September 9, 2010 agenda to discuss funds spent for off-duty and on-duty police officers to patrol the Uptown area.

Fiscal Note: No direct cost involved to discuss this item.

Recommendation: As requested by Council Member Glover, discuss funds spent for off-duty and on-duty police officers to patrol the Uptown area.

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