



Agenda

Greenville City Council

October 7, 2019

6:00 PM

City Hall Council Chambers

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

- I. Call Meeting To Order**
- II. Invocation - Council Member Daniels**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

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

VII. Special Recognitions

1. Pitt Greenville U14 Boys Soccer Team
2. Phelicia Price - World Transplant Games
3. Greenville-Pitt County Convention & Visitors Bureau - Destination Marketing Achievement 2019 Platinum Award for Community Relations and North Carolina Travel & Tourism Industry Association's 2019 Rising Star Award (Paul Sheehan)

VIII. Consent Agenda

4. Minutes from the September 9, 2019 City Council workshop and September 9 and September 12, 2019 regular City Council meetings
5. Ordinance to Amend the Manual of Fees to adjust charges for Asphalt and Concrete Utility Cut Repairs within the City
6. Contract award for Task Order 1 (final design) for the Elm Street Drainage Improvement Project
7. Contract award for the South Tar River Greenway Phase 3 Project and resolution requesting concurrence in award from the North Carolina Department of Transportation
8. Supplemental Municipal Agreement with the North Carolina Department of Transportation for Construction of the South Tar River Greenway Phase 3 – Pitt Street to east of Memorial Drive
9. Agreement with CSX Transportation, Inc. for services associated with construction of the South Tar River Greenway Phase 3 – Pitt Street to Nash Street
10. Approval to purchase new stormwater vehicles for the Public Works Department
11. Purchase of replacement vehicles and equipment for various City departments
12. Various tax refunds greater than \$100

IX. New Business

13. Presentations by Boards and Commissions
 - a. Human Relations Council
 - b. Youth Council
 - c. Public Transportation and Parking Commission
14. Presentation by Seacoast Communities related to the private development of the Imperial Tobacco warehouse property
15. Discussion on movable litter cameras

16. Discussion on incomplete sidewalks throughout the city
17. Discussion of obstructions on sidewalks
18. Discussion of Phase 3 of the Greenway
19. Budget ordinance amendment #3 to the 2019-2020 City of Greenville budget (Ordinance #19-031)

X. Review of October 10, 2019 City Council Agenda

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Closed Session

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body
- To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee

XIV. Adjournment



City of Greenville,
North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Minutes from the September 9, 2019 City Council workshop and September 9 and September 12, 2019 regular City Council meetings

Explanation: Proposed minutes from the City Council workshop held on September 9, 2019 and regular City Council meetings held on September 9 and 12, 2019 are presented for approval.

Fiscal Note: There is no direct cost to the City.

Recommendation: Review and approve minutes from the September 9, 2019 City Council workshop and September 9 and September 12, 2019 regular City Council meetings

ATTACHMENTS:

- ▣ **Proposed_September_2019_City_Council_Workshop_Minutes_1115988**
- ▣ **Proposed_Minutes_for_September_9,_2019_City_Council_Meeting_1115972**
- ▣ **Final_Proposed_Minutes_for_September_12_2019_City_Council_Meeting_1116694**

PROPOSED MINUTES
CITY COUNCIL WORKSHOP
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, SEPTEMBER 9, 2019



A workshop of the Greenville City Council was held on Monday, September 9, 2019, in Conference Room 337, located on the third floor at City Hall, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 4:08 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover (arrived at 4:10 p.m.), Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

None.

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, Assistant City Manager Michael Cowin, Assistant City Manager Ken Graves, Administrative Assistant Valerie Shiuwegar

APPROVAL OF THE AGENDA

Council Member Smiley made a motion to approve the agenda as presented. Council Member Bell seconded the motion and it carried unanimously.

UPDATE BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ON ROAD PROJECTS

Mr. Preston Hunter, Division Engineer with the North Carolina Department of Transportation (NCDOT), and Mr. Jeff Cabaniss, Division Project Development Engineer with the NCDOT, provided the Mayor and City Council with an update on the 2020-2029 State Transportation Improvement Program (STIP).

Mr. Hunter stated that project schedules are being pushed back state-wide due to project scoping issues and adjustments related to cash flow balancing efforts. He stated that once projects were started, they received a more accurate scope of what was needed for completion. He further stated that right-of-way estimates had been too low and construction costs had inflated. He stated that State law requires the NCDOT to maintain a minimum cash floor and once the minimum has been reached, projects must be halted. He stated that the Department is taking day-to-day measures to ensure that the cash floor does not fall below the minimum. He stated that other factors contributing to the cash flow balancing efforts include the Map Act settlements, a recent ruling by the State



Supreme Court mandating the NCDOT to pay property owners an estimated \$300 million, and disaster recovery costs.

Mayor Connelly asked how much money is brought in annually.

Mr. Hunter stated that the average is \$200 million, and that amount has been spent down quickly because the NCDOT has been successful in moving a number of projects from the design phase to the right-of-way phase. He stated that all possible measures will be taken to ensure that projects are ready to go, and the North Carolina Board of Transportation will look at necessary measures to maintain the pace of the projects.

Mr. Cabiness presented a list of projects and anticipated timelines. He noted that deliverable projects are not required to go through another scoring in the STIP process, but projects in the developmental program would need to be scored again:

- CURRENTLY IN CONSTRUCTION/AWARDED
 - R-2250 – NC 11/ NC 903 Greenville Southwest Bypass
 - Anticipate mainline will open Fall 2019; final completion Summer 2020
 - I-6035 – US 264 (Future I-587)
 - Contract Completion Date September 2021

- DELIVERABLE PROJECTS/LOCKED IN
 - Tar River Bridge B-4786
 - Right-of-way in progress
 - Construction FY 2021
 - U-5730 – US 13 Memorial Drive
 - Delayed to FY 2020 to allow time for right-of-way acquisition
 - U-5606 – SR 1598 Dickinson Avenue
 - Delayed to FY 2022 to assist in balancing funds
 - U-5952 Greenville Signal System
 - Delayed to FY 2021 to assist in balancing funds
 - U-5917 – SR 1704 14th Street
 - Right-of-way scheduled for FY 2020, includes BUILD NC Bond
 - Construction delayed to FY 2024 to assist with balancing funds
 - Project will be combined and let with U-5785 and U-5870 – Firetower Road projects
 - U-5785 – SR 1798 Firetower Road
 - Construction delayed to FY 2024 to assist with balancing funds in the 2020-2029 STIP
 - U-5870 – SR 1708 Firetower Road
 - Construction delayed to FY 2024 to assist with balancing funds in the 2020-2029 STIP
 - Project to be combined and let with U-5917 and U-5870



- U-5875 – SR 1203 Allen Road
 - Delayed to FY 2024 to assist with balancing funds
- U-2817 – Evans Street/Old Tar Road
 - Construction delayed to FY 2024 to assist with balancing funds in the 2020-2029 STIP
- U-5991 – NC 43 South
 - Construction delayed to FY 2024 to assist with balancing funds in the 2020-2029 STIP
- PROJECTS IN DEVELOPMENTAL PROGRAM
 - U-6197 Worthington Road
 - Scheduled for right-of-way in FY 2025
 - Construction scheduled in FY 2027
 - U-6125 – 10th Street
 - Scheduled for right-of-way in FY 2029
 - U-6196 – Evans Street
 - Scheduled for right-of-way in FY 2028
 - U-6215 – NC 33 E
 - Scheduled for right-of-way in FY 2029
 - U-6195 – Statonsburg Road
 - Scheduled for right-of-way in FY 2027
 - Construction delayed from FY 2029 to future years to assist with balancing funds
 - U-6147 Charles Boulevard
 - Scheduled for right-of-way in FY 2029
 - Construction unfunded in future years

The City Council expressed their concern with the delays and their impact on Greenville, as well as the state of roads in the city, notably Dickinson Avenue, and traffic congestion in the morning and evening commute. They expressed their hope that the NCDOT will be aggressive in funding projects and that local representatives will support their push for funding these crucial projects.

North Carolina Board of Transportation Commissioner Thomas Taft, Jr. stated that improvements made up to the Wilson County line will place the NCDOT in a better position to request the interstate shield from the Federal government.

Mr. Hunter stated that maintenance needs would be addressed in the meantime where possible. He stated that the NCDOT is also disappointed in the delays, but had opted to extend the timeline of all of the projects across the state rather than eliminate any.



RECREATION & PARKS BRIEFING – SUMMER 2019

Recreation and Parks Assistant Director Don Octigan provided the City Council with an overview of summer programs that are offered through the Recreation & Parks Department.

Assistant Director Octigan stated that City pool hours had been adjusted with the baseball schedule in mind, with longer hours on Tuesdays and Wednesdays. He stated that summer camp use on Mondays-Thursdays had totaled over 11,000, the highest numbers in five years.

Recreation and Parks Director Gary Fenton noted that the City pool hosts most of the summer time activities, but its age and condition is a concern that should be kept in mind for future planning.

Council Member Daniels asked what measures are in place to provide low-income families with the opportunity to experience these summer time activities.

Assistant Director Octigan stated that there are programs in place that help families by subsidizing the costs of the summer camps. He further stated that they are working on ways to increase awareness of these programs.

CLOSED SESSION

Council Member Bell moved to enter closed session in accordance with G.S. §143-318.11 (a) (4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations and G.S. § 143-318.11 (a) (5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property, said property being building and land owned by Miracle Deliverance Church, 430 Bonners Lane, parcel ID 27050, to be used for a governmental purpose. Council Member Daniels seconded the motion, which carried by unanimous vote.

Mayor Connelly declared the City Council in Closed Session at 5:15 p.m.

Motion was made by Council Member Bell and seconded by Council Member Daniels to recess and return to open session. Motion was approved unanimously, and Mayor Connelly returned the City Council to open session at 6:00 p.m.



Prepared by:
Valerie P. Shiuwegar
Administrative Assistant

Respectfully submitted,

Polly Jones, CMC
Interim City Clerk

OFFICIAL MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, SEPTEMBER 9, 2019



A regular meeting of the Greenville City Council was held at 6:00 p.m., on Monday, September 9, 2019 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. Mayor Connelly called the meeting to order. Mayor Connelly gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor P. J. Connelly; Mayor Pro-Tem Rose H. Glover; and Council Members Brian V. Meyerhoeffer, Jr., Monica Daniels, Will Bell, Rick Smiley, and William F. Litchfield, Jr.

Those Absent:

None

Also Present:

Ann E. Wall, City Manager; Emanuel D. McGirt, City Attorney; and Polly W. Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

City Manager Wall requested that the City Council consider the following changes to the agenda:

Special Recognitions

- To reschedule the recognition of the Babe Ruth U13 All Stars Baseball Team to September 12, 2019.

New Business

Presentations by Boards and Commissions

- To reschedule the presentation by the Public Transportation and Parking Commission for a later date
- To reschedule the Pitt-Greenville Airport Authority presentation to September 12, 2019.

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



PUBLIC COMMENT PERIOD

Rosalind Salchell – 102 Arrowhead Trail, Washington, NC

Ms. Salchell stated that on May 30, 2019, she was unfairly terminated from her employment with the Housing Authority of the City of Greenville (HACG). She filed a grievance, as recommended by Executive Director CEO Wayman Williams of the HACG, but she did not receive a hearing until July 15, 2019.

Ms. Salchell stated that her concerns are she was not permitted to ask questions during the grievance and she received a letter, stating that her employment with the Housing Authority would not be reinstated. The Board Members of the HACG provided little input. Additionally, the HACG's attorney stated that if she continued with the process and contacted the Board Members and staff or anyone else about her employment termination, charges would be filed against her by the HACG.

Ms. Salchell reported that it is unfair to take someone's livelihood and to cause people to be unemployed based on the decision made by Executive Director Williams and the information provided at a later date by his Executive Assistant.

Rickie Core – 205 Lindbeth Drive

Mr. Core stated that City personnel are not following procedures on how complaints are filed with the Greenville Police Department (GPD). The City Council should consider looking at how complaints should be filed properly with the GPD.

Jacqueline Simmons – 3306E Mulberry Lane

Ms. Simmons made comments about the following Title 12 section within the City of Greenville City Code:

SEC. 12-1-18 OBSTRUCTION OF SIDEWALKS PROHIBITED.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Obstruct/obstruction. Blocking, narrowing or otherwise impeding or in any manner contributing to the blocking, narrowing or impeding of the safe flow of pedestrian travel.

Sidewalk. That portion of a public street between the curblines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.

(B) *Prohibited acts.* It shall be unlawful for any person to obstruct any sidewalk.

(C) *Penalties.* Any violation of the provisions of this section shall subject the offender to a civil penalty in the amount of \$50. Violators shall be issued a written citation, which must be paid within 72 hours. If the person fails to pay the civil penalty within 72 hours, the city may recover the penalty including all costs and attorneys' fees by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

(Ord. No. 00-109, § 1, passed 8-10-2000; Ord. No. 10-28, § 1, 4-5-2010)



Ms. Simmons stated that, in her opinion, the City's amendment to this ordinance does not define obstruct. At one time, this ordinance was enforced. In the late 80s and early 90s, the Unlimited Touch existed, and patrons were not permitted to stand outside of that nightclub. To remove the patrons from standing outside of the establishment, police officers would merely use their car horns to indicate that the patrons must enter or exit the premises of the nightclub.

Ms. Simmons stated that during that same period, police officers were doing slow by riding in the downtown area. So many people were standing on the sidewalks and streets that the business owners complained about them blocking the entrances of their businesses. Eventually, the traffic in the downtown area decreased somewhat, but there was still no enforcement of this ordinance in the downtown area as it was enforced in the African-American community.

Ms. Simmons stated this ordinance is similar to the stop-and-frisk law and it is against the citizens' Fourth Amendment right. There is a discriminatory pattern in Greenville, African-Americans are stopped and questioned a lot more than their white counterparts. In her opinion, Greenville is leaning towards unaccountability of its police officers.

Ms. Simmons made comments about the issuance of a proclamation of emergency for Greenville during Hurricane Dorian. This proclamation was put into place when the sun was shining and inclement weather was not a concern until the following day. The proclamation of emergency gave the Greenville police officers permission to do anything that they desired to make sure that access to certain areas was enforced, commencing at 5:00 p.m. on the day the sun was shining.

Dedan Waciuri – 103 Scales Place

Mr. Waciuri stated that despite the efforts of the Coalition that brings statistical evidence to the City Council to expose the disparities and the outright targeting of Black people in the community, the City Council has taken no action to establish a civilian complaint review board. Despite the testimonies from living survivors, who have experienced horrific treatment, military style rage, traffic stops that result into illegal searches, and other forms of harassment and police terrorism, the City Council has been and remain indifferent.

Mr. Waciuri stated that the above examples show no concerns for the people in West Greenville, Kearny Park, Sterling Pointe, Moyewood, and other Black communities in Greenville. The Greenville City Council is just as responsible as the police officers, who harass the people in these communities. When the City Council continues to fund the militarization of the Greenville Police Department, citizens cannot stand for that.

Mr. Waciuri stated that the Coalition is here to say that the propaganda known as Shop with a Cop, Police Community Relations Committee, and the other inadequate programs is nothing more than hearsay and is not enough. In fact, these programs' sole purpose is to create a false narrative of good community policing and the attempt to cover up the terror inflicted in said communities. It is a way to cover up the murders and brutal beatings of



many citizens. These incidents cannot be erased. The police officers need to be held accountable and Greenville needs a civilian police review board.

Don Cavellini – 101 Lancaster Drive

Mr. Cavellini stated that this past Saturday, he participated in the unveiling of a North Carolina historical marker on the corner of Spruce and Atlantic Streets in Rocky Mount, North Carolina. The unveiling commemorated the successful strike in 1978 of Rocky Mount sanitation workers for the re-employment of Mr. Alexander Evans. A year ago, the Rocky Mount City Council issued an apology for unjustly firing Mr. Evans. It was in the form of an official proclamation, and its issuance was passed by a majority of an African-American City Council.

Mr. Cavellini stated that the purpose of his providing this information to the Greenville City Council is the current elected officials will be seeking votes from the citizens in November. Greenville purports to be an inclusive city. Greenville has spent \$10 million for a project on 10th Street that is, in his opinion, a monstrosity. It separates parts of the Hicks community even greater physical distance than it was before on Farmville Boulevard and for the employees making sure that the emergency vehicles can cross 10th Street when the train comes through Greenville.

Mr. Cavellini stated that the City Council has not made it possible for the citizens of West Greenville to stay in their neighborhoods as the City grows. Plenty of student housing is downtown at prices that residents of West Greenville cannot afford.

Mr. Cavellini asked the City Council to consider what can be done to help the residents of West Greenville such as building affordable housing, protecting them from the Greenville police officers with a civilian complaint review board, and other matters that citizens will bring before the members of the City Council before the election.

Tammie Ayers – Cedar Lane

Ms. Ayers made comments about the closing of the dirt path on Cedar Lane, stating that she feels that the dirt path should be closed because of the activities occurring in the area. She lives beside this dirt path and once the City cut down the bushes, she is seeing things that should not be occurring in the area. The strip mall is completely run down plus after living at her residence for 15 years, the value of her property has depreciated due to the activities in the area.

SPECIAL RECOGNITIONS

Rescheduled For September 12, 2019 - Babe Ruth U13 All Stars Baseball Team – World Series Runner-Up



APPOINTMENTS

Appointment of Interim City Clerk

Mayor Connelly explained that because of the retirement of the City's former City Clerk, an appointment is needed for a new City Clerk. Mayor Connelly called for nominations for the appointment of the person to fill the vacancy of the City Clerk position.

Mayor Pro-Tem Glover nominated Deputy City Clerk Polly Jones to fill the vacancy of the City Clerk position.

There being no further nominations, Mayor Connelly declared that the period for nominations was closed and stated the City Council would vote on the nominee made by Mayor Pro-Tem Glover.

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Daniels to appoint Deputy City Clerk Polly Jones as the Interim City Clerk. Motion carried unanimously.

Mayor Connelly administered the Oath of Office to Interim City Clerk Polly Jones.

CONSENT AGENDA

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

- Minutes from the August 8, 2019 City Council workshop and the August 8 and August 19, 2019 regular City Council meetings
- Resolution of Intent to Close an Alleyway located on the east side of Cedar Lane and south of East Tenth Street – (Resolution No. 031-19)
- Ordinance and reimbursement resolution for Greenville Utilities Commission's Sewer Capital Project Budget for the Wastewater Treatment Plant Replacement of Clarifier No. 1 – (Ordinance No. 19-041 and Resolution No. 032-19)
- *Removed For Separate Discussion* - Resolution declaring certain property as surplus and authorizing conveyance without monetary consideration to the Town of Bethel
- Report on bids and contracts awarded
- Various tax refunds greater than \$100



Mayor Connelly asked that one item be removed from the Consent Agenda for separate discussion, specifically, the resolution declaring certain property as surplus and authorizing conveyance without monetary consideration to the Town of Bethel.

Motion was made by Council Member Smiley and seconded by Council Member Bell to approve the revised Consent Agenda. Motion carried unanimously.

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING CONVEYANCE WITHOUT MONETARY CONSIDERATION TO THE TOWN OF BETHEL – (Resolution No. 033-19)

City Manager Wall stated the City has vehicles and equipment that have reached their useful life and the costs of repairs are more significant than their value. The Mayor of Bethel asked both Mayor Connelly and her about whether Greenville had any surplus property that would assist the Town of Bethel with continuing its work. The Town Manager of Bethel has decided to obtain Greenville’s surplus vehicles and equipment, including a 1955 Ford tractor, 2007 Bat Wing Mower as well as a 2010 Chevrolet Impala. The estimated cost to surplus the vehicles and equipment would be \$30,000.

City Manager Wall stated that the City no longer has any use for these vehicles and pieces of equipment. Staff is recommending that the City Council consider adopting the resolution declaring certain City property as surplus and donating the vehicles and equipment to the Town of Bethel.

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

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Planning and Zoning Commission

Chairperson Les Robinson asked for a moment of silence for the unfortunate loss of one of the County members of the Planning and Zoning Commission, Mr. Ken Wilson.

Chairperson Robinson acknowledged the new City and County members, Billy Parker (City), Alan Brock (City), and Brad Guth (County). He reported that Chris Darden is a City member and her term will expire June 2020.



Chairperson Robinson stated that in July 2019, the General Assembly codified that statutes related to rezoning's and other land uses matters so that city and county standards will be the same. This takes effect January 2021.

Chairperson Robinson reported that the Planning and Zoning Commission considered 38 items over the last 12 months. The members approved all but three of 26 rezoning cases, two street closures, three text amendments, three land amendments, three preliminary plats, and one final request related to the renaming of a street from River Bluff Road to Harbor Point Lane.

Rezoning:

- ❖ 539.61 +/- acres

Street Closure:

- ❖ Alleyway located on the east side of Cedar Land and south of East 10th Street.
- ❖ Alleyway located on the east side of East Rock Spring Road and south of East 10th Street.

Text Amendments:

- ❖ Water Supply Watershed Overlay District Standards to align with the Pitt County and State Regulations
- ❖ Allow barber and beauty shops as a home occupation with a special use permit in the R6S, R9S, R15S zoning districts.
- ❖ Name change of the Community Development Department to the Planning and Development Services Department.

Land Use Plan Map Amendment:

- ❖ 10.066 acres from the Office/Institutional (OI) to the Industry/Logistics (IL) located between Stantonsburg Road and the Norfolk Southern Railroad and west of the Southwest Bypass.
- ❖ 0.9 acres from University/Intuition (UI) to Traditional Neighborhood, Medium--- High Density (TNMH) located adjacent to the East Carolina University (ECU) Main Campus roughly between East 5th Street and Shady Land and 130 +/- feet west of Maple Street.
- ❖ 3.058 acres from Residential, High Density (HDR) to the Commercial (C) land use character located on the southeastern corner of the intersection of MacGregor Downs Road and B's BBQ Road.

Final Action

Preliminary Plat:

- ❖ 324 lots -Carter Ridge located along western right-of-way of B's Barbeque Road and between West 5th St and MacGregor Downs Road.
- ❖ 7 Lots - Blackwood Ridge Subdivision, Phase 3 located adjacent to Blackwood Ridge Subdivision, Phase 2, between Corey Road and County Home Road.



- ❖ 11 lots - West Arlington Commercial Park, located west of Arlington Boulevard and south of Norfolk Southern RR.

Other Requests:

- ❖ Request by EWT 57 LLC to change the street name of “River Bluff Road” to “Harbor Pointe Lane” from East 10th Street to its terminus

Chairperson Robinson commended and thanked the City’s staff for presenting all of the materials in a way that is easy to read and understand.

Rescheduled for a later Date - Public Transportation and Parking Commission

Housing Authority

Chairperson Sterling Edmonds reported that the mission of the Housing Authority of the City of Greenville (HACG) is

- ❖ To strengthen neighborhoods and families by offering expanded housing opportunities
- ❖ To provide quality, affordable rental housing for families, seniors and other individuals with limited incomes
- ❖ To enhance the economic well-being of residents of the HACG’s communities and the participants in our tenant-based programs

Chairperson Edmonds reported that since 1961, the HACG has built or renovated more than 900 affordable rental apartment homes, while providing thousands of individuals and families with housing rental subsidies. Under the HACG, the Greenville Housing Development Corporation (GHDC) is a HUD-Approved Housing Counseling Agency. It is a nationally accredited organization, which has successfully complied with the statutory requirement of CFR5.11 (b) HUD Housing Counseling Certification Final Rule. The Final Rule requires all HUD approved Housing Counseling Agencies, providing housing counseling, to be nationally certified by HUD as competent to provide certain services. Those services include reducing overall mortgage payment requirements up to 20%, not to exceed \$40,000, providing homeownership education and counseling, and coordinating the loan closing process by working with the closing attorney, homebuyer and the first mortgage lender.

Chairperson Edmonds reported that the HACG works with people who want to be first time homebuyers and are modest-income homebuyers. Presently, the GHAC is working with people who want to own homes in the Lincoln Park Community. At least two people are waiting to purchase homes at this location. Additionally, the HACG makes it a priority to care for its veteran population. The “Honor Ridge” is a successful program that is inclusively for homeless veterans. The HACG partners with Groundbreaking Developers, LLC to build new affordable units for homeless veterans.



Chairperson Edmonds reported that the HACG recently received an Award of Merit from the National Association Housing and Redevelopment Officials (NAHRO) for the Honor Ridge Project. Phase II of that construction was recently completed and will provide an additional 34 housing units for veterans.

Chairperson Edmonds reported that as a goal to end veteran homelessness, the HUD-Veterans Affairs Supportive Housing (HUD-VASH) program provides housing supportive services for veterans. The HACG offers 58 vouchers for veterans to help with its goal to end homelessness for them. Additionally, the HACG was awarded 13 additional tenant-based vouchers in conjunction with this program.

Chairperson Edmonds summarized the HACG's accomplishments during the past year:

- ❖ Closed over 260 applications for mortgage payment assistance through the North Carolina Foreclosure Prevention Fund
- ❖ Established Adult education classes within the housing community
- ❖ Implemented public housing security improvements through additional camera surveillance, and partnering with the Greenville Police Department on the Shotspotter Project
- ❖ HUD's Family Self-Sufficiency (FSS) Program Awarded a \$170,000 grant to HACG
- ❖ The HACG applied for and was awarded \$845,000 for permanent supportive housing.
- ❖ Awarded Volunteer Income Tax (VITA) Grant from the VITA Coalition of the Carolinas providing free services for those who qualified, preparing a total of 564 returns
- ❖ Increased the number of Family-Sufficiency (FSS) Program participants
- ❖ Enhanced the HACG's brand by marketing through social media and radio programming
- ❖ Hosted June Homeownership Month Fair & Expo at the American Legion, having 100 attendees
- ❖ Ensured compliance with Section 3 by providing greater contract opportunities to low or very low-income residents.

Chairperson Edmonds summarized the HACG plans for the future:

- ❖ Ensure high quality services by maintaining "High Performer" designation for the Housing Choice Voucher Program
- ❖ Continue with our investment in the Lincoln Park neighborhood and development on infill lots in the West Greenville Revitalization area.
- ❖ Look for additional opportunities to develop mixed-income housing
- ❖ Increase partnerships with community organizations and area ministries that offer quality of life enhancement services to families
- ❖ Collaborate with the City of Greenville's Housing Division to provide assistance to families seeking to become homeowners



- ❖ Undertake capital improvements in each community to address immediate and long-term physical needs
- ❖ HACG has forged a strong relationship with police department to continue tackling crime in the Authority's communities
- ❖ Apply for new VASH, Family Unification Program, and Housing Choice Vouchers
- ❖ End homelessness and substantially reduce the number of families and individuals with severe housing needs
- ❖ Protect and educate consumers when they buy, refinance, or rent a home
- ❖ Promote energy-efficient buildings and location-efficient communities that are healthy, affordable, and diverse

Council Member Daniels asked Chairperson Edmonds to give more information about the mixed-income housing program.

Chairperson Edmonds responded there are programs that, under certain tax credit laws, may have moderate to low-income housing residents living along with residents renting market-rate units. From that standpoint, there would be a combination of both incomes living in the same community.

Executive Director/CEO Wayman Williams of the HACG responded that the HACG is looking for other opportunities to create this kind of housing arrangement with mixed-income families, which would include persons who have vouchers and market rate citizens of Greenville. The HACG has been working with Groundbreaking Developers, LLC with the Honor Ridge Project and, hopefully, will work with them on another phase, which may include veterans as well as market rate residents of Greenville. The HACG will also look at other potential sites in Greenville to partner with the private entities. As opportunities present themselves, the HACG will look at tax credits as an option and other affordable housing programs that can come available through HUD and other governmental assistance agencies.

Executive Director Williams stated that the HACG is looking at all of those opportunities and over the next year, hopefully, they will have identified some other ways to assist people, who need rental housing as well as homeownership.

Rescheduled for September 12, 2019 - Pitt-Greenville Airport Authority

ACQUISITION OF PROPERTY FOR A FUTURE PARK PROJECT NEAR THE INTERSECTION OF OLD PACTOLUS ROAD AND NE GREENVILLE BOULEVARD

Director of Recreation and Parks Gary Fenton explained that staff is requesting the City Council's approval of the purchase of this land. Staff had considered it as a site for development of a riverside park even before the Tar River Plan recommended acquisition and park development on riverside lake lands. It is a way to better benefit from the fact that Greenville has a river running through it.



Director Fenton explained that this future park is informally referred to as Discovery Landing as there will be eventually numerous opportunities for visitors to discover all kinds of recreational opportunities at this site. The park will be accessible by both land off of Old Pactolus Road and by the river primarily through a stream that connects as a property lake to the Tar River.

Director Fenton explained that the park's location on the north side of the river would allow a primitive trail connection from River Park North. Some initiative planning has already commenced for that and creating river access through the stream connector and developing a kayak and canoe launch on the lake. Staff is pleased that this land could be perceived as a future park for the community. Staff anticipates that future greenway connections from the South Tar River Greenway will eventually be feasible to connect this park by greenway as well as by primitive trail.

Director Fenton stated that a preliminary concept plan for the area has been done and most of the potential components relate to the waterway for lakes and the natural aspects of this land. Hopefully, the appropriate development will occur because of grants, public-private partnerships, and other financial resources that can be added over the next several years. The site has the potential to be a truly unique recreational resource and a very special place.

City Attorney Emanuel McGirt that the motion for the City Council's approval is to purchase the property for \$400,000. City Attorney McGirt recommended that the City Council should include that the sellers terminate the lease with the tenant, prior to the City acquiring the property. There is a lease on this property that encumbers the property for the storage of hay.

Motion was made by Council Member Smiley and seconded by Council Member Bell to approve the purchase of the land with the stipulations listed by the City Attorney. Motion carried unanimously.

2020 SCHEDULE OF CITY COUNCIL MEETINGS

City Manager Wall asked for the City Council to identify any changes and to approve the proposed schedule.

Council Member Smiley noted a personal conflict with meeting on August 20, 2020. Council Member Smiley recommended that the City Council cancel the August 10th workshop and regular meeting and meet on August 24, 2020 instead.

Following a general discussion of conflicts and alternatives, a motion was made by Council Member Smiley to approve the following schedule of City Council meetings for 2020:



CITY OF GREENVILLE
2020 SCHEDULE OF CITY COUNCIL MEETINGS
(All meetings are held in the Council Chambers unless otherwise noted)

January 6 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
January 6 - 6:00 PM
January 9 - 6:00 PM
January 24 - 4:30 PM - (Planning Session, City Hall Gallery/Conf. Room 337)
January 25 - 8:30 AM - (Planning Session, City Hall Gallery/Conf. Room 337)

February 10 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
February 10 - 6:00 PM
February 13 - 6:00 PM
February 24 - 6:00 PM

March 9 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
March 9 - 6:00 PM
March 12 - 6:00 PM
March 23 - 6:00 PM

April 6 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
April 6 - 6:00 PM
April 9 - 6:00 PM
April 20 - 6:00 PM - (Joint City/GUC meeting)

May 11 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
May 11 - 6:00 PM
May 14 - 6:00 PM

June 8 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
June 8 - 6:00 PM
June 11 - 6:00 PM
June 22 - 6:00 PM

August 13 - 6:00 PM
August 24 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
August 24 - 6:00 PM

September 10 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
September 10 - 6:00 PM
September 21 - 6:00 PM - (Joint City/GUC meeting)

October 5 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
October 5 - 6:00 PM
October 8 - 6:00 PM
October 19 - 6:00 PM

November 9 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
November 9 - 6:00 PM
November 12 - 6:00 PM

December 7 - 4:00 PM - (Workshop, City Hall Conf. Room 337)
December 7 - 6:00 PM
December 10 - 6:00 PM

Council Member Litchfield seconded the motion, which was approved by unanimous vote.

BUDGET SCHEDULE FOR FISCAL YEARS 2020-2021 AND 2021-2022

City Manager Wall recommended that the City Council consider approving the proposed Budget Schedule for Fiscal Years 2020-2021 and 2021-2022.



**Budget and Capital Improvement Program (CIP) Schedule
Fiscal Years 2020-21 and 2021-2022**

September 23, 2019	Monday	Budget Kickoff / City Manager’s Vision Discussion of budget process and documents
September 24 – 27, 2019	Tuesday – Friday	MANDATORY Budget Training (Budget system access will be granted after completion)
October 21, 2019	Monday	Personnel Budget Preparation Worksheets verified and returned to HR New position and reclassification requests due to HR IT requests due to Information Technology
November 7, 2019	Thursday	CIP and FIP request forms due to Budget Office Recommended New Positions/Reclassifications due to Budget Office from HR Recommended Technology requests due to Budget Office from IT
November 13, 2019	Wednesday	Revenue Projections and Manual of Fees changes due to Budget Office Cost Recovery Benefits and Administration Meeting with HR
November 18, 2019	Monday	Budget targets distributed to departments
December 6, 2019	Friday	Department Mission Statement and Goals due to Budget Office Dept. budget requests and Increment/Decrement forms due to Budget Office
December 9 – 13, 2019	Monday – Friday	Department Head budget meetings with Assistant City Manager(s)
December 18-20, 2019	Wednesday – Friday	Assistant City Manager(s) budget meetings with City Manager, Finance Director and Department Heads
January 7, 2020	Tuesday	HR approved departmental Personnel Budget Preparation Worksheets submitted to Budget Office
January 16, 2020	Thursday	Revenue and Expense forecast finalized by Financial Services/Budget Office
January 24 – 25, 2020	Friday – Saturday	City Council Strategic Planning Retreat Proposed 5-year CIP presented to City Council
February 11 – 14, 2020	Tuesday – Friday	Follow-Up budget meetings with Department Heads, Assistant City Manager(s), and City Manager
April 6, 2020	Monday	City Council preview of Proposed City Budget
April 24, 2020	Friday	Proposed GUC, SML, and CVA budgets due to Budget Office
May 11, 2020	Monday	Proposed City budget presented to City Council
May 14, 2020	Thursday	Proposed GUC, SML and CVA budgets presented to City Council
May 28, 2020	Thursday	Public Display of balanced budgets prior to Public Hearing
June 8, 2020	Monday	Public Hearing – Fiscal Year 2020-2021 Budget and 2021-2022 Plan
June 11, 2020	Thursday	Consideration of adoption of the Fiscal Year 2020-2021 Budget and 2021-2022 Plan

Motion was made by Council Member Smiley and seconded by Council Member Bell to approve the budget schedule. Motion carried unanimously.



BUDGET ORDINANCE AMENDMENT #2 TO THE GREENWAYS CAPITAL PROJECT FUND (ORDINANCE #12-077), THE STREET IMPROVEMENT BOND CAPITAL PROJECTS FUND (ORDINANCE #17-024), AND THE FEMA-HURRICANE PROJECT FUND (ORDINANCE #17-002) - (Ordinance No. 19-042)

Director of Financial Services Byron Hayes stated that the breakdown for Budget Ordinance Amendment #2 is recognizing funding from the North Carolina Department of Transportation (NCDOT) and moving funds from the Street and Pedestrian Bond Fund to the Greenways Capital Project Fund to cover the City's share of the South Tar River Greenway project. Also, to recognize the NCDOT's portion of additional South Tar River Greenway projects as well as the anticipated funding need for Hurricane Dorian. Because of the amendments, the Capital Projects Fund increased to about \$165.6 million.

Motion was made by Council Member Meyerhoeffer and seconded by Council Member Bell to adopt the ordinance. Motion carried unanimously.

REVIEW OF SEPTEMBER 12, 2019 CITY COUNCIL AGENDA

The Mayor and City Council reviewed the agenda for the September 12, 2019 City Council meeting.

City Manager Wall announced that two items have been added to the agenda for the September 12, 2019 City Council meeting:

- ❖ Report on Healthy Homes Program Implementation
- ❖ Discussion of utility cuts in the public right-of-way

(ADDED) REQUEST FOR CLOSED SESSION

Mayor Connelly requested that a closed session be added to tonight's agenda.

City Attorney Emanuel McGirt recommended that a closed session be added to the agenda before adjournment of the meeting. He recommended that the City Council adopt the following motion for holding a closed session:

To enter closed session in accordance with G.S. §143-318.11 (4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, and G.S. §143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property, said property being the building and



land owned by Miracle Deliverance Church at 430 Bonners Lane (Parcel ID 27050) to be used for a governmental purpose.

Motion was made by Council Member Smiley and seconded by Council Member Meyerhoeffer to approve the addition of a closed session to the agenda. Motion carried unanimously.

CITY MANAGER’S REPORT

City Manager Wall reported that on September 5, 2019, the City of Greenville was named as one of the 72 winners in the nationwide City-County Communications & Marketing Association Savvy Awards Competition. Greenville received the Savvy Award and the Award of Excellence in the category of Photography - Single Image Use. The winning photo, which was taken by the City Communications Specialist, Aaron Hines, was an image of the fireworks display at the Town Common on July 4, 2018. Also, Mr. Hines received the third place award for his image of the G. K. Butterfield Transportation Center that was taken prior to its opening. This photography is beautiful and such a wonderful job was done of capturing the City of Greenville.

City Manager Wall reported that Mr. Hines is the featured artist at the Emerge Gallery where his exhibit of *A City at Work* will be on display until September 26, 2019. City Manager Wall congratulated Mr. Hines and invited the Mayor, City Council and employees, and the community to see these wonderful photos that show what the City employees do every day.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

CLOSED SESSION

Council Member Bell moved to enter closed session in accordance G.S. §143-318.11 (4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, and G.S. §143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property, said property being the building and land owned by Miracle Deliverance



Church at 430 Bonners Lane (Parcel ID 27050) to be used for a governmental purpose. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote.

Mayor Connelly declared the City Council in closed session at 7:14 p.m. and called a brief recess to allow Council Members time to relocate to Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Bell to return to open session. Motion was approved unanimously, and Mayor Connelly returned the City Council to open session at 8:12 p.m.

ADJOURNMENT

There being no further business before the City Council, Council Member Smiley moved to adjourn the meeting, seconded by Council Member Bell. The motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 8:13 pm.

Respectfully Submitted

Polly Jones
Deputy City Clerk

OFFICIAL MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, SEPTEMBER 12, 2019



A regular meeting of the Greenville City Council was held at 6:00 p.m., on Monday, September 12, 2019 in the Council Chambers, located on the third floor at City Hall, with Mayor P. J. Connelly presiding. Pastor Bob Wynn of Covenant Church gave the invocation on behalf of Council Member Brian V. Meyerhoeffer, followed by the Pledge of Allegiance led by Council Member Meyerhoeffer.

Those Present:

Mayor P. J. Connelly; Mayor Pro-Tem Rose H. Glover; and Council Members Brian V. Meyerhoeffer, Jr., Monica Daniels, Will Bell, Rick Smiley, and William F. Litchfield, Jr.

Those Absent:

None

Also Present:

Ann E. Wall, City Manager; Emanuel D. McGirt, City Attorney; and Polly W. Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

City Manager Wall requested that the City Council consider the following changes to the agenda:

Special Recognitions

- To add the recognition of the Babe Ruth U13 All Stars Baseball Team immediately after the Public Comment Period

Old Business

Presentations by Boards and Commissions

- To add the presentation by the Pitt-Greenville Airport Authority as the first item under Old Business

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



PUBLIC COMMENT PERIOD

Lynn Bueche – 1845-B Cambria Drive

Ms. Bueche expressed her concern about her backyard being under water with as little as a quarter of an inch of rainwater. After 13 months, Elks Construction dug a temporary drain swale on the empty lot behind her property, Lot 139B in the Brook Hollow Subdivision. The swale worked perfectly for 17 months until Elks Construction dammed the low end and refused to undam it. The North Carolina Water Quality and Waste Management indicated that this is a Class 3 misdemeanor, and because she lives in the City limits, the City should correct this problem.

Ms. Bueche reported that it took the City's Public Works Department five months to inform Elks Construction to undam the swale. After obtaining the final plat, she discovered that her property is the only lot that does not have access to a drainage easement. Additionally, because of the grading done by Elks Construction, her backyard is a foot lower than the empty lots behind her property. So there is nowhere the normal rainwater, falling on her property, will drain properly plus additional rainwater is collected from the undeveloped lots behind her property. Elks Construction informed her that his company is only required to give her a slope away from her foundation.

Ms. Bueche reported that the drainage swale is currently working, but it is located on Lot 138A, which is under construction and the closing is expected to occur within the next 30 days. Several people with a legal degree have informed her that Lot 138A needs a recorded instrument to establish a drainage ditch easement to protect her lot from water flowing from Lot 138A. This instrument needs to be filed prior to the closing. The City's personnel and Elks Construction have refused to discuss this matter. Time is of the essence.

Ms. Bueche reported that if the City does not resolve this problem, her only alternative is litigation against all responsible parties. She will not hesitate to obtain an injunction against Elks Construction to keep them from selling Lot 138A until the issue is resolved. If her property is flooded again, the City should be prepared to purchase her home and reimburse her for all expenses that she has incurred toward Lot 139A.

Mayor Connelly asked that Ms. Bueche give her contact information to Assistant City Manager Michael Cowin.

Steven Hardy-Braz – North Greene Street

Mr. Hardy-Braz announced that three weeks from tonight, 2,000 cyclists will be camping out on the Town Commons as part of their across-state bike ride. These visitors from almost every state in our country and several other countries of the world will be visiting Greenville for the first time.



Mr. Hardy-Braz thanked all who have helped with coordinating the rest stop, clearing of the roads, and making sure things are safe and welcoming, and those who will embrace these visitors and the business that they will bring to the City of Greenville and County of Pitt. The cyclists will be arriving in Greenville on October 3, 2019.

(ADDED) SPECIAL RECOGNITIONS

Babe Ruth U13 All Stars Baseball Team – World Series Runner-Up

Mayor Connelly recognized and congratulated the team members and coaches, stating that this team is the latest example of baseball success when competing against others around the state, region, and even the country. The Greenville Babe Ruth All Stars recently dominated the competition to capture the Babe Ruth State Title here in Greenville at Guy Smith Stadium before taking that momentum to Williamsburg, Virginia where they were crowned the Southeast Regional Champions. From there, the team travelled to Westfield, Massachusetts for the Babe Ruth World Series. This group of young men put in an incredible fight at the World Series, making it all the way to the championship game where they finished as the runner up to North Dakota.

Mayor Connelly and Council Member Litchfield presented certificates to the team members, manger, and coaches.

Team Members

Marcus Byrd	J. J. Myrick
Jay Clemmons	Caleb Overby
Matthew Conway	Alex Popovich
Coleton DuRant	Cole Smith
Davis Hathaway	Jay Tyndall
Aaron Holley	Andrew Wallen
Tucker Holmes	Collin West
	Colin Woolard

Manager

Hunter Cannon

Coaches

Gene Briggs
Cody Cyrus
Justin White



APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Community Appearance Commission

Council Member Smiley continued all appointments to the next meeting.

Environmental Advisory Commission

Council Member Meyerhoeffer continued all appointments to the next meeting.

Greenville Bicycle & Pedestrian Commission

Council Member Bell continued all appointments to the next meeting.

Human Relations Council

Mayor Pro-Tem Glover made a motion to:

- Reappoint Montez Bishop to a first three-year term that will expire September 2022
- Reappoint Rod Debs to a second three-year term that will expire September 2022
- Reappoint Mark Rasdorf to a first three-year term that will expire September 2022
- Appoint Franchine Pena to a first three-year term that will expire September 2022

Council Member Bell seconded the motion and it carried unanimously.

Mayor Pro-Tem Glover continued all additional appointments.

Recreation & Parks Commission

Mayor Pro-Tem Glover continued the appointment for Ebonee Downey's seat.

Redevelopment Commission

Council Member Litchfield continued the appointment for Alan Brock's seat.

Youth Council

Mayor Pro-Tem Glover made a motion to appoint Mabre Dawson and Jason "JP" Moore to serve one-year terms that will expire September 14, 2020. Council Member Bell seconded the motion and it carried unanimously.

Mayor Pro-Tem Glover continued all remaining appointments to the next meeting.

OLD BUSINESS



WEST GREENVILLE COMMUNITY AND ENERGY EFFICIENCY GRANTS

City Manager Wall informed the City Council of its receipt of the following revised grant guidelines dated September 12, 2019:

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West Greenville Community Grant Guidelines

1.0 INTRODUCTION

Top priorities for the West Greenville Redevelopment Area include supporting nonprofits that provide housing assistance to special needs populations, provide youth services, and encourage entrepreneurship.

As such, the Greenville City Council has authorized the West Greenville Community Grant Program in order to support programs serving West Greenville youth. Awards up to \$5,000 will be available for eligible programs on a competitive basis.

Submissions will be accepted twice a year with due dates of September and March. Each agency is eligible for funding only once per year. Awards will typically be made within 90 days of submission. The availability of grant funds from year to year is based on continued authorization of the program by the Greenville City Council.

2.0 ELIGIBILITY

- 2.1 Applications are limited to existing or start-up nonprofits that are primarily located within, or serve residents of the West Greenville Redevelopment Area.
- 2.2 Submitting entities must be a non-profit agency registered with the North Carolina Secretary of State’s Office or registered with another entity for regulatory oversight.

3.0 FUNDING

All or any portion of requested funding up to \$5,000 may be awarded to eligible applicants at the sole discretion of City Council in each grant cycle. West Greenville Community Grant funds are distributed as a one-time total sum of the award amount.

4.0 APPLICATION AND SELECTION

- 4.1 If a submitting application is found to be incomplete, the applicant will have 1 week to turn in all missing information. If all information is received, the applicant can proceed with the process. If information remains missing, the application will be rejected, and the applicant may resubmit during the next grant cycle.
- 4.2 Nonprofits will be required to submit three (3) letters of support/reference as part of the application package.



- 4.3 Fully completed submissions turned in by the applicable deadline will receive an Interview by a selection subcommittee made up of City Council representatives and City staff. An interview with the selection committee is scheduled after the application has been submitted, and all criteria have been met. The interview is the final step in the application process. During this interview, selection committee members will share general comments about the application with the applicant.
- 4.4 Following the interview, a funding decision will be made by the subcommittee based on the application, interviews, and provided information.
- 4.5 All submitting entities will receive notification as to their status. If an applicant is missing information and does not receive an interview, they can reapply during the next cycle.

Applicants that are selected for funding are unable to receive an award in two consecutive cycles.

5.0 DISBURSEMENT OF GRANT FUNDS

- 5.1 Those applicants selected for the West Greenville Community Grant award will be required to provide vendor information for the awarded agency within thirty (30) days.

EXAMPLE GRANT TIMELINE

TIME	ACTIVITY	NOTES
September 27	Due Date	Complete application due.
October 7-11	Interviews	Comments returned to applicant.
October 14	Award Announcement	Selection committee awards announced
November 14	Vendor information deadline	Applicant has 30 days to complete vendor registration for the awarded agency.

- 5.2 Applicants who are awarded the grant are asked to submit a written update within six (6) months to staff that will be included in Notes to Council.

6.0 SCORING

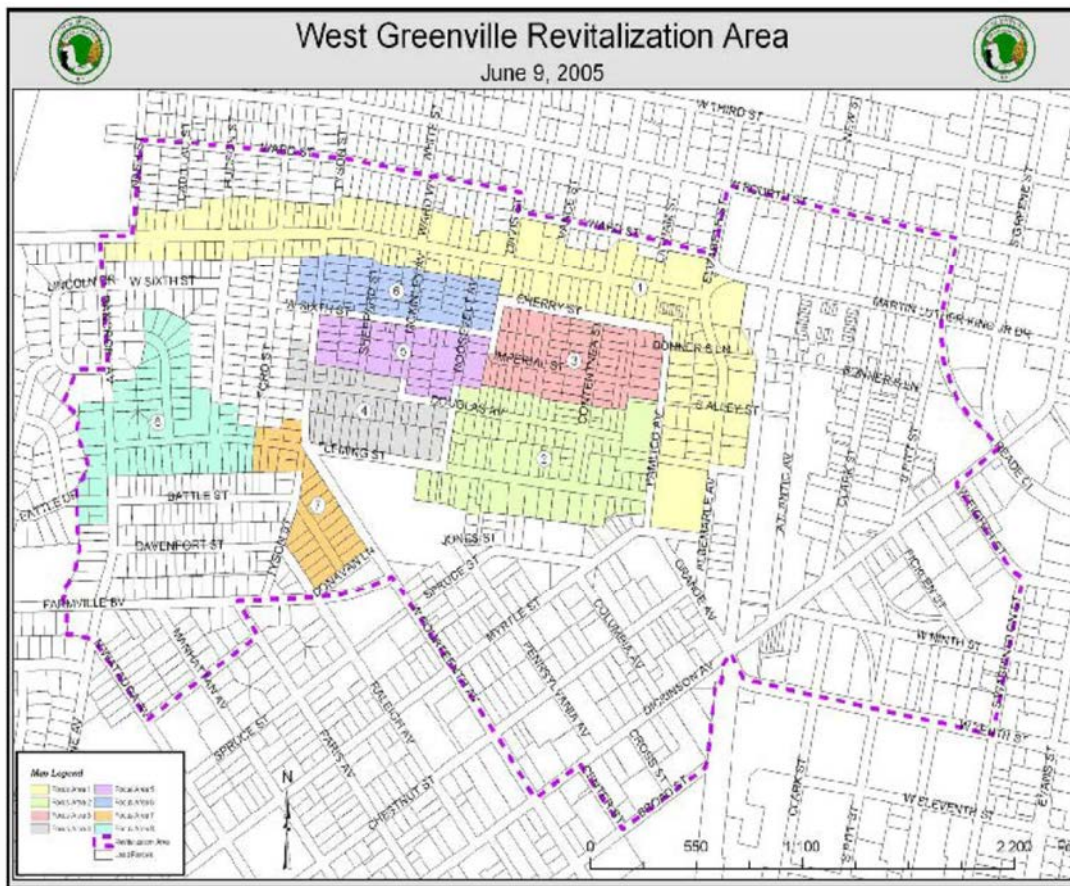
- 6.1 Scoring factors that will be taken into consideration by the subcommittee include:
 - Program Objective – Description of the target group to be served and program purpose
 - Program Need – Justification of the need for the services being provided
 - Intended Outcome – Quantified benefit to community, unit of service, total number to be served, etc.
 - Experience - Applicant’s level of experience with the specific program or service as well as capacity of agency.
 - Community Support - Three (3) letters of support or recommendation for the program.



For more information, please contact:

Tiana Berryman
Housing Administrator
252.329.4518
P.O. Box 7207
201 W. 5th Street
Greenville, NC 27858
tberryman@greenvillenc.gov

Map of Approved Location:



“END COPY”

Housing Administrator Tiana Berryman of the Community Development Department explained that there are amendments to the previously proposed West Greenville Community and Energy Efficiency Grants. The total investment for both programs is \$100,000, which will be divided evenly amongst both of the programs. Both programs are to benefit the West Greenville community.



Housing Administrator Berryman explained that the community grant is intended to fund nonprofit organizations located within or serving the youth of West Greenville. Award amounts will be in an amount no greater than \$5,000 per year. The Council Members serving West Greenville will identify the awarded organizations for a simple streamlined process.

Council Member Smiley asked whether the selection committee will consist of Council Members Daniel, Glover, and Meyerhoeffer and Mayor Connelly.

Mayor Pro-Tem Glover responded that the grant is for the West Greenville residents in the blighted areas, Districts 1 and 2. So, she and Council Member Daniels will serve on the selection committee.

Housing Administrator Berryman explained that the purpose of the Energy Efficiency Grant is to assist West Greenville homeowners with energy efficiency repairs or improvements up to \$10,000 per unit. Eligibility is determined by location, income of the homeowners listed on the deed and not all of the occupants within the unit, and the homeowners must be at or below 120% AMI, and current on their mortgage, taxes, and insurance.

Housing Administrator Berryman explained that funding is provided in the form of a zero interest loan forgiven at 20% per year for a period of five years. Staff will hold a one-year warranty period for any improvements or repairs needing to be made, after the construction is completed. Staff recommends that the City Council approve the proposed West Greenville Community and Energy Efficiency Programs.

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Daniels to approve the programs. Motion carried unanimously.

(ADDED) PRESENTATIONS BY BOARDS AND COMMISSIONS

PITT-GREENVILLE AIRPORT AUTHORITY

Executive Director Bill Hopper of the Pitt-Greenville Airport Authority (Authority) reported that the Pitt-Greenville Airport (PGA) has a staff of 20 full-time and two part-time employees. The PGA services about 100,000 passengers. Operation(s), which is every time an airplane lands or takes off at an airport, is on track for 19,000. The operating budget is set at \$3.4 million. American Airlines is the only airline providing service to the PGA, and PGA's 71 based aircraft is the most in Eastern North Carolina. That is significant because it represents jobs and taxes. In a recent study by the State of North Carolina Department of Transportation, the Airport has a \$280 million economic impact to the community.

Executive Director Hopper reported that the passenger counts year-to-year comparison is based on August passenger counts for both 2018 and 2019. The PGA's passenger counts



are up to 5.48%. The growth has been steady, which is good to have especially when the air service has not changed over the last year and, hopefully, there will more growth with additional air service.

Executive Director Hopper reported the PGA has been getting competitive with the fuel prices and that has a lot to do with the total aircraft operations, which are growing rapidly. The Rocky Mount airport was closed for a portion of last summer due to runway work. So, the PGA received some corporate activity from the Rocky Mount airport closure.

Executive Director Hopper reported that when he began his employment with the PGA, he received several complaints about the PGA has the highest priced fuel in the area. Only with the exception of Raleigh-Durham International Airport (RDA), the complainants were correct. He looked at the pricing and made adjustments and a commitment for full service with this type of fuel. He wanted the fuel to be the lowest price in the area, but still be profitable. That has been a success and the Authority is planning to lower the fuel again.

Executive Director Hopper reported that the PGA has been getting more aircraft that creates corporate activity. One provider, who is out of the RDA, has customers in the Greenville area. That provider is bringing his aircraft into the PGA, and staff has made this cost-effective for him plus there is good revenue floating for the PGA.

Executive Director Hopper reported that the parking lot numbers are down at the PGA, which is common in airports across the country. Uber and Lyft are often responsible for that problem and an investigation will be done, if it may be a possibility at the PGA.

Executive Director Hopper reported that he would like have more community involvement to make sure the PGA is a normal part of those discussions about transportation. That is important, especially when the PGA is the only commercial service provider. A study was done and over 500 passengers are flying per day and 300 of those are flying out of RDA and 200 out of Greenville. There are other numbers flying out of other airports. Greenville needs to get some of those passengers and if the Authority could get one of the new airlines, the PGA could fill a 50-seat airplane out of every flight.

Executive Director Hopper reported that the Authority wants PGA to be the aviation center of the community, hosting as many events as possible. In October 31 and November 3, 2019, the PGA will be hosting the Experimental Aircraft Association out of Farmville, which will offer rides on an EAA Ford Tri-Motor. The youth league in the local community will hold a Touch a Truck event at the PGA on April 18, 2020 with a rain date of April 25, 2020. The PGA will be hosting other events, including an Airplane Pull and Free to Be Me, and the PGA will set up a booth at the Business Expo at the Convention Center and become involved with the Greenville-Pitt County Chamber of Commerce.

Executive Director Hopper reported that the PGA has taken care of the simple things of its rebranding, including branding its vehicles and the wayfinding sign in the terminal building. By the end of the fiscal year, a new sign on Memorial Drive should be erected.



Executive Director Hopper reported that Congress approves about \$3.4 billion so that airports can be funded. Applying is required and certain entitlement funds could be received depending upon the passenger counts. The PGA receives \$1 million annually. Also, there is discretionary money involved and the Authority has been successful with obtaining those funds in the past.

Executive Director Hopper summarized the PGA's Capital Improvement Program, which includes funding from the Federal Aviation Administration (FAA) to make sure that the airports infrastructure stays up.

FAA ACIP 2020-2024

Pitt-Greenville Airport
Airport Development Plan Project List

Airport:	Pitt-Greenville Airport	LOCID:	PGV	State:	NC	Date Submitted:	9/10/2019		
Sponsor Contact:	K. William (Bill) Hopper, AAE, Executive Director	Tele. Ph #	252-402-2025	E-mail:	bill.hopper@pittcountync.gov				
Consultant Contact:	Eric Stumph, P.E., Talbert & Bright, Inc.	Tele. Ph #	910-783-5350	E-mail:	estumph@tbilm.com				
Project Description & Cost Estimate									
FY	Project Description	Project reflected on ALP	Sponsor Priority Number	Estimated Total Cost of Project (Federal and Local)	Cost Allocation \$				
					AIP Entitlements	AIP Discretionary	State Participation	Sponsor Participation	
2020	GA Apron Expansion & Rehabilitation - Part 2 (Multi-Year Ent.)	Yes	1	\$ 902,548	\$ 812,293			\$ 90,256	
2020	Design & Construct New Corporate Hangar Taxiway	Yes	2	\$ 1,750,000	\$ 150,000	\$ 1,425,000		\$ 175,000	
2020	Design & Construct New Fuel Farm Access Road	Yes	3	\$ 350,000	\$ 37,707	\$ 277,293		\$ 35,000	
2021	Design & Construct -Rehabilitate Taxiways A (North), A5, A6, A7 and Improve Runway 2-20 Subgrade Between A6 & A7	Yes	4	\$ 3,500,000	\$ 938,800	\$ 2,211,200		\$ 350,000	
2021	Avigation Easements, Carroll Estate and Dillard (Reimbursement)	Yes	5	\$ 68,000	\$ 61,200			\$ 6,800	
2021	Acquire Land for Additional Hangar Development/Land Use Compatibility Along US 11 - Phase 1 (1 Parcel)	Yes	6	\$ 200,000	\$ -		\$ 180,000	\$ 20,000	
2021	Construct New North T-Hangar Taxiways for 12-Unit T-Hangar	Yes	7	\$ 750,000	\$ -		\$ 675,000	\$ 75,000	
2022	Security Upgrade (TSA Category 3)	N/A; included in approved Master Plan	8	\$ 1,000,000	\$ 100,000	\$ 800,000		\$ 100,000	
2022	Design & Construct -Rehabilitate Taxiways A (South), A1, A3, A4	Yes	9	\$ 3,200,000	\$ 900,000	\$ 1,980,000		\$ 320,000	
2022	Acquire Land for Additional Hangar Development/Land Use Compatibility Along US 11 - Phase 2 (13 Parcels)	Yes	10	\$ 1,000,000	\$ -		\$ 900,000	\$ 100,000	
2022	Maintenance/Storage Building	No	11	\$ 300,000			\$ 270,000	\$ 30,000	
2023	Runway 8-26 Rehabilitation and Remove Abandoned Runway/Taxiway Pavement	Yes	12	\$ 6,500,000	\$ 1,000,000	\$ 4,850,000		\$ 650,000	
2024	Security Fencing Replacement and Perimeter Road Improvements	N/A; included in approved Master Plan	13	\$ 5,900,000	\$ 1,000,000	\$ 4,310,000		\$ 590,000	
TOTALS 2020 to 2024					\$ 25,420,548	\$ 5,000,000	\$ 15,853,493	\$ 2,025,000	\$ 2,542,056
2025	Rehabilitate Taxiways B and C	N/A; included in approved Master Plan	14	\$ 3,600,000	\$ 1,000,000	\$ 2,340,000		\$ 360,000	
2026	Construct Air Traffic Control Tower	No	15	\$ 6,000,000	\$ 1,000,000	\$ 4,400,000		\$ 600,000	



Executive Hopper reported that projects for the current fiscal year include the purchase of a fire truck to replace the current 20-year old one at the PGA. A FAA grant will cover the 90% of the \$716,000 cost to purchase the truck. The GA apron is a \$4 million and 2-year safety project, commencing next summer and completion is projected for the following year. The FAA is trying to eliminate the taxiways that lead directly into runways.

Executive Hopper reported that the following are other grants that the PGA is eligible to receive:

Other Grant Notes

- AIP 44 FY17 Noise Land
\$1,035,000
- AIP 46 FY18 Land, 2
clearing, 8-26 clearing
\$1,000,000 plus \$630,000
discretionary
- Waiting for NC budget
approval for State funding

Executive Hopper reported that the Authority has been working with the City's Public Works Department regarding the PGA's drainage issue on the airfield that affects the neighborhood. With that project, some of the issues with flooding in that area might be alleviated. The Authority would like to get more corporate hangars, which is something that could turn into some significant revenue for the PGA as well as the community in the way of tax rolls. T-hangars are small GA hangars and the PGA has a waiting list of 12 airplanes, and the Authority is looking for possible funding through the State. The Authority wants to use 90 acres of land north of the landfill for industrial parking.

Executive Hopper reported that the PGA has a number of non-grant related items, including the following:

Non-Grant Funded Capital

- Launching a complete
equipment & capital
survey
- Will make a complete list
for securing and/or
replacement
- Develop a 5-year schedule
for securing and/or
replacement



Executive Hopper reported that regarding air service development, the Authority is wanting to get another hub. American Airlines has a fantastic hub, especially Charlotte, but Greenville needs some type of competition. There have been discussions with a particular airline and the Authority has received a letter of support as well so that the Authority can apply for a Small Community Air Service Development Program Grant. Additionally, the Authority has applied for a grant with the U. S. Department of Transportation (USDOT) and its service to Washington Dallas Airport, which is an airport that does not have much congestion as the other hubs on the east coasts. It is one of the easier hubs to get in and out of and has fantastic international connectivity when considering business travelers. Asia, Europe, and even South America are places connectivity is important.

Executive Hopper reported that he had discussions with the delegation in Washington, DC about support for the second hub so that the PGA could get the grant. These grants are extremely competitive with 50 applications and usually 1-12 airports are awarded the grants annually. The application for the grant was submitted on July 12, 2019, and the Authority is looking for a \$750,000 grant and \$760,000 local. The USDOT likes to have support from the local community. The PGA received \$300,000 from the local community through various businesses that will be used toward risk mitigation, which means if they do not meet certain goals then basically they buy seats that may not be filled. Once the route is successful, the money will be returned and reused by the USDOT later.

Executive Hopper reported that the PGA is looking to contribute \$100,000 toward marketing of the effort because the airport cannot subsidize an airline and pay for seats. Also, there is \$360,000 for in-kind services such as ramp, landing, and terminal fees. It would be a total of \$1.5 million over a two-year period.

Executive Hopper summarized the PGA's Financial Report:

* End of FY 2018
Revenues \$3,325,126
Expenses \$3,386,201
Net income (61,075)
* End of FY 2019
Revenues \$3,680,561
Expenses \$3,721,392
Net income (40,831)
Note: numbers are minus



As of End of FY 2018

- * Cash balance \$3,468,658
- * Hangar Fund \$1,111,109
- * Restricted \$935,260
- * Unrestricted \$ 1,422,288

NEW BUSINESS

PUBLIC HEARINGS

ORDINANCE TO ANNEX ARBOR HILLS SOUTH, SECTION 2, PHASE 7, INVOLVING 28.4982 ACRES LOCATED AT THE CURRENT TERMINUS OF KNOLL CIRCLE - (Ordinance No. 19-043)

Chief Planner Chantae Gooby delineated the property on the map and stated that the annexation is located in the southeast section of the City. The property is specifically located near Eastern Pine Road and L. T. Hardy Road and is expected to yield about 71 single-family homes. It is located in the Hardy Creek Watershed, which would require as a 10-year detention. Also, the property will be located in Voting District 4 with an estimated tax value of \$14.2 million.

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

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Bell to adopt the ordinance. Motion carried unanimously.

ORDINANCE TO ANNEX FIRE TOWER COMMERCIAL PARK INVOLVING 2.56 ACRES LOCATED AT THE NORTHWESTERN CORNER OF THE INTERSECTION OF WEST FIRE TOWER ROAD AND WHITLEY DRIVE - (Ordinance No. 19-044)

Chief Planner Chantae Gooby delineated the property on the map and stated that the annexation is located in the southern section of the City. A carwash is expected to be located on this property. The property is located in the Fort Swamp Watershed, which would require a 25-year detention. Also, the property will be located in Voting District 5 with an estimated tax value of \$1.8 million.

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



Motion was made by Council Member Bell and seconded by Council Member Daniels to adopt the ordinance. Motion carried unanimously.

ORDINANCE REQUESTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT TO CHANGE THE NAME OF THE COMMUNITY DEVELOPMENT DEPARTMENT TO THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT – (Ordinance No. 19-045)

Assistant Community Development Director Les Everett stated that this request is to change to the name of the Community Development Department. The new name reflects the activities and services within the department and is in line with the Horizons: 2026 Plan.

Mayor Connelly declared the public hearing open and solicited comments from the audience.

City Manager Wall recommended the approval of this request on behalf of the Community Development Department and the City.

There being no further comments, the public hearing was closed.

Motion was made by Council Member Smiley and seconded by Council Member Bell to adopt the ordinance. Motion carried unanimously.

PUBLIC HEARING FOR THE APPROVAL OF THE DRAFT 2018 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Housing Administrator Tiana Berryman stated that the Consolidated Annual Performance and Evaluation Report (CAPER) is an annual report that goes out to the community and HUD. It highlights the City's accomplishments, outcomes, and use of resources during the previous fiscal year. This is specifically for the Community Development Block Grant (CDBG) and HOME partnership investment funds.

Housing Administrator Berryman stated the following is a total of the grant award and the expenditures during the 2018-2019 fiscal year. It is uncommon to expend less than the total award and the City has several years to expend those funds. HUD has several measures in place to ensure that staff is using those resources efficiently and responsibly. The City is on track for both CDBG and HOME, based on those measures that are in place. The following funds were actually expended. Other resources were committed, but they have not been expended. This is not a total picture, but this is what the City spent less year from July 1, 2018 thru June 30, 2019.



Resources

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	\$906,560	\$736,716.67
HOME	\$527,757	\$211,034.21

Housing Administrator Berryman stated that the numbers reported in the CAPER did not include any local dollars so we are looking at CDBG and HOME funded activities. Some of the highlights include construction on 14 units that include 12 rehabs, two owner occupied units, and two newly constructed units. That also included two downpayment assistance subsidies in the amount of 20% for both. There are roughly 2,000 households that were assisted through some of the City's programs, partnering with nonprofits in the community to provide additional services to low and moderate-income families.

Housing Administrator Berryman stated that minority businesses were awarded 94% of the rehab contracts. The City funded eight nonprofits in the community for working with 17 and 18 contracts. There is an overlap with some of them but many of these organizations were funded for both years.

Housing Administrator Berryman stated that the following is a breakdown of the racial and the ethnic background of those persons served in the community:

Racial and Ethnic Composition of Persons Assisted

Total of 1783 persons served through City programs

- 1469 persons assisted were Black (82.4%)
- 313 persons assisted were White (17.6%)
- 1 person assisted was Asian (<1%)
- 332 persons assisted were Hispanic (18.6%)

Housing Administrator Berryman stated that the primary focus of many of the activities is within a racially concentrated area of poverty. The only demographic factor used to determine eligibility for the programs is income.



Housing Administrator Berryman stated that the City has a very strict citizens participation process. The City is required to make the CAPER report available for a total of 15 days and the City exceeded by a couple dates. The notice for the public was posted for the public hearing and for the publishing of the draft CAPER in The Daily Reflector. A public meeting was held yesterday during the Affordable Housing Loan Committee meeting and the public hearing is being held this evening. Staff will submit the final draft CAPER to HUD for final approval once it is approved by the City Council.

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

Motion was made by Mayor Pro-Tem Glover and seconded by Council Member Smiley to approve the report. Motion carried unanimously.

RESOLUTION AUTHORIZING AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR A SECTION 5307 GRANT FOR FEDERAL OPERATING AND CAPITAL ASSISTANCE FOR GREENVILLE AREA TRANSIT (GREAT) FOR FISCAL YEAR 2019-2020 – (Resolution No. 034-19)

Interim Transit Director Reggie Elbert reported that each year, the City relies upon the Federal Transit Administration (FTA) funding to help support the operating and capital needs of the Greenville Area Transit (GREAT) system. Obtaining this funding requires a public hearing and a resolution authorizing the grant request.

Interim Director Elbert reported that the grant funding supports transit systems that are open to the public in areas with populations between 50,000 and 200,000. The federal funds are available to reimburse the City for 50% of the operating deficit and 80% of the preventive maintenance, ADA, and capital expenditures.

Interim Director Elbert reported that the City Council has previously authorized the City Manager to file and execute all Section 5307 grant applications. If the City Council approves the attached resolution, the City Manager will file and execute the application.

Interim Director Elbert reported that the total amount of the allocation is \$1,829,839. Maximum matching funds are estimated at \$823,973 and are already included in the fiscal year 2019-2020 budget.

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

Council Member Bell stated that he actually spoke with Chancellor Dan Gerlach East Carolina University (ECU) about the City's and ECU's transit systems. Council Member Bell recommended that the City Council direct the City Manager to reach out to the ECU representatives about merging the two transit systems. There is a significant amount of cost savings for both entities.



Mayor Pro-Tem Glover asked whether the person who operates the transit system at ECU has been replaced. That same request was addressed before by the City and ECU. Council Member Bell responded that he is unaware of whether a change was made in personnel, but the ECU representatives are open to discussion about the merge.

Council Member Meyerhoeffer stated that the ECU has a new Chancellor.

Council Member Bell stated that he feels this is a great opportunity for the City to start the dialogue again.

Motion was made by Council Member Bell and seconded by Council Member Meyerhoeffer to adopt the resolution and to direct the City Manager to have discussions with the ECU representatives about merging the transit systems. Motion carried unanimously.

OTHER ITEMS OF BUSINESS

HEALTHY HOMES PROGRAM IMPLEMENTATION

Planner Sylvia Brown stated that the City of Greenville received \$1.3 million for its lead based paint control grant plus \$300,000 for healthy homes, which is supplemental funding. Sixty-seven units will receive assistance and the City is allowed 3 ½ years (42 months) to expend that funding. The City will address lead hazards in homes in the City of Greenville. Staff will look at single-family and multi-family rentals as well as owner-occupied properties.

Planner Brown stated that vacant properties will not be a part of this funding. Any properties that will be addressed must be built prior to 1978, occupied by low-income households, have children under six and/or pregnant women, and located within the City limits.

Planner Brown stated that the health hazards funding would be used to address damp and mold growth. Lead is part of the Healthy Homes Program as well as entry by intruders, domestic hygiene, pests and refuse, personal hygiene, sanitation and drainage, and falls associated with baths. There are 29 items, but these are examples of what the City staff will address.

Planner Brown stated that \$25,000 will be budgeted for lead based paint control for each unit and \$15,000 to address those Healthy Homes Program items that were previously mentioned. There is also funding for relocation assistance because some families may be required to vacate the property in order for the work to be done properly.

Planner Brown stated that a three-year forgivable loan is available for each unit receiving assistance. The lead based paint hazard control funding can be used alone. However,



Healthy Homes funding must be used for a property that is also receiving the lead based paint hazard control. The Healthy Homes Program funding cannot be used alone or separate from the lead based paint hazard control funding.

Planner Brown gave an example and stated that the following are the CDBG Income Limits for 2019 and households must meet other eligibility criteria:

CITY OF GREENVILLE CDBG/HOME INCOME LIMITS 2019 (HUD)	
Household Size	80%
1	37,200
2	42,500
3	47,800
4	53,100
5	57,350
6	61,600
7	65,850
8	70,100
9	74,340
10	78,588

DISCUSSION OF UTILITY CUTS IN THE PUBLIC RIGHT-OF-WAY

City Manager Wall stated Council Member Bell requested that this item be placed on the agenda for discussion by the City Council.

Assistant Public Works Director Kevin Heifferon stated that since 2014, when the City started a permit process, there has been steady success for the maintenance and repair of roads. Along with the permit process there are some strict guidelines, including whoever is excavating in the right-of-way must have traffic control, proper compaction, and timing to make sure it is done.

Assistant Director Heifferon stated that prior to anybody excavating into the right-of-way, a permit is required and the cost is \$250.00. Sometimes, the City is unaware of when people or entities excavate in the right-of-way. If they do not have a permit, they are fined \$500.00. People must give the City a 72-hour notice that they are going to be excavating in the right-of-way. That 72-hour notice and \$250.00 fee give the City’s street staff an opportunity to visit the site to look at traffic issues, other utilities and stormwater prior to that construction happening. The permit is good for 30 days.



Assistant Director Heifferon stated that Greenville Utilities Commission (GUC) is probably the City's biggest customer and cable, fiber optic, telephone companies are asking for these permits. These companies are obtaining these permits because there is good development in the City, and new businesses are tapping onto and needing utilities, new installation and routine repairs. Sometimes, there are emergency repairs such as a water main break. The City of Greenville receives approximately 200 permits annually.

Streets Superintendent Ronnie Donley displayed photos of utility cuts and gave information about the water main and utility cuts. Some cuts are left with stone in them because of an emergency such as the water main might have been cracked more than anticipated. A clamp is installed and before the permit expires, the cut is repaired properly, but sometimes the proper repair is not done.

Assistant Director Heifferon stated that since April 2019, the Public Works Department has been trying to improve its communication with the GUC by having monthly meetings. Staff is looking at collaborating with the GUC on a mapping system for utility cuts to make sure that nothing falls through the cracks. If there is something in the GIS that is populated by GUC, staff is able to see the same map and inform the GUC that the City did not receive a permit for a location. The GIS right-a-way software will check and balance this problem and, hopefully, that will be completed by the end of 2019.

Assistant Director Heifferon stated that additionally, on an annual basis, staff provides the GUC with the City's resurfacing list, which gives GUC an opportunity to look at their infrastructure prior to resurfacing a road. The City is trying to be proactive with the GUC. A huge project was done by GUC on 10th Street by the new student center and \$1 million was spent on improving pipes and upgrading some water valves prior to the resurfacing of 10th Street by the Department of Transportation. So, improved communication helps staff with the projects and things are done timely and in order.

Assistant Director Heifferon stated that as far as future improvements, staff is looking at manual fees and adjusting them for more of a cost recovery. Currently, staff has a tier system that is fairly locked in with cost of materials if the City goes to a market based system, it is about getting pricing from contractors for materials. Staff will come before the City Council about a manual fees change. Staff will continue its partnerships and communication with local utility companies.

Council Member Smiley inquired about several of the utility cuts displayed in the photos, and asked whether the inspections are done by the City staff and is that part of the process.

Assistant Director Heifferon responded that inspections and follow-up are done by staff. Staff receives a lot of telephone calls and staff is appreciative of them. For example, there was a sunken utility repair at 5th and Elm Streets was brought to staff's attention.

Council Member Smiley asked whether right-of-way excavation would include areas next to the road that are not necessarily in the pavement.



Assistant Director Heifferon responded yes. That includes sidewalk, curb, and gutter areas.

Council Member Bell asked about whether there is a fine for failure to patch a utility for over six months.

Assistant Director Heifferon stated that he is not aware of fine, but a lot of telephone calls would be required to correct that problem.

Council Member Bell asked whether it is possible for the City to impose a fine.

City Attorney McGirt responded that if there is an ordinance, it could be enforced with penalties.

Council Member Bell explained that he requested this presentation because he is the City Council Liaison of the Greenville Bicycle and Pedestrian Commission. A member of the Commission goes throughout the community to give reports on sidewalks and accessibility. There are a number of filled in utility cuts on the sidewalks in the City. One is a block and half away from and another is front of his house that has been there for well over three months, and several are in District 1. The City should look at those because six months is too long for people's accessibility being impacted.

Mayor Pro-Tem Glover reported that resurfacing is taking place on South Village Drive and big trucks have created a big hump in the street plus the structural mesh was done and now rocks are being placed on top of the mesh. This morning, residents were unable to exit their driveway because of a deep hole dug in the ground. The residents were not notified about this type of work being done on South Village Drive.

Mayor Pro-Tem Glover reported that the catch basins in West Greenville should also be addressed, especially on Line and Myrtle Avenues. Rainwater has been standing forever on the short street behind the ballpark. There are rental and mostly homeowner properties in that area.

Assistant Director Heifferon stated that staff would investigate and address both problems in the morning.

Council Member Litchfield stated that he has seen areas similar ones displayed in the photo throughout the City where months will go by without having asphalt or anything on top of the utility cuts. Last year, the City was putting some processes in place. Council Member Litchfield asked whether those processes are in place yet.

City Manager Wall responded that staff is working on those processes, but the issue is when staff is not informed of utility cuts. Staff was never informed about the irrigation cut on Dunhaven Street. When the permit applications are received, staff can follow up to ensure that problems are corrected.



Council Member Litchfield asked about the percentage of cuts that staff does know about.

Streets Superintendent Donley responded that City staff was unaware of about 15%-20% of the 200 cuts from last year. Several new residents are changing services, renovating homes and hire outside contractors who are unaware of the permitting process. They will receive a permit from the GUC for a tap, but they forget about the City’s process of the right-of-way permit.

Council Member Meyerhoeffer requested that the City Council should be notified when the shared GIS system goes live.

Council Member Bell asked whether there is a long-term utility replacement plan.

Assistant Director Heifferon responded that staff and GUC had some discussions. He feels that the City will gain a lot of insight and improvement by being more collaborative with the GUC. Staff must make sure that along with getting emergency and other cuts fixed, staff must be supplied with the right paperwork at the right time.

Mayor Pro-Tem Glover reported that it is impossible for two cars to pass on the short street behind the ballfield near Myrtle Avenue.

Assistant Director Heifferon will investigate the problem.

CITY MANAGER’S REPORT

(ADDED) CONSIDERATION OF RECOMMENDEDATIONS FROM THE JOINT PAY AND BENEFITS COMMITTEE

City Manager Wall reported that the Joint Pay and Benefits Committee recommended the City of Greenville and Greenville Utilities Commission to maintain their current health rates and not implement any medical or dental plan design changes and to continue with the existing incentives. Also, the Committee recommended the implementation of a new behavioral counseling program to assist with obesity-related chronic diseases.

City Manager Wall asked for the City Council’s consideration of approving those recommendations and then cancelling the September 23, 2019 Joint Pay and Benefits Committee meeting.

Motion was made by Council Member Smiley and seconded by Council Member Meyerhoeffer to accept the recommended changes.

Mayor Connelly asked whether this item should be added to tonight’s agenda.



City Attorney McGirt recommended that the City Council amend and add the item to the agenda.

Council Members Smiley and Meyerhoeffer accepted the amendment to the motion to add the item to the agenda.

Motion was made by Council Member Smiley and seconded by Council Member Meyerhoeffer to accept the recommendations, including the new Omada Program to reduce employees' risk of obesity-related chronic diseases, no changes to the medical and dental plans and no changes to employee contributions for medical and dental plans, and to approve the cancellation of the September 23, 2019 Joint Pay and Benefits Committee meeting. Motion carried unanimously.

City Manager Wall reported that Communication Specialist Aaron Hines has an exhibit, "A City at Work", at the Emerge Gallery. Unfortunately, the reception was cancelled due to Hurricane Dorian. The reception has been rescheduled for September 18, 2019 from 5:00 p.m. to 7:00 p.m. City Manager Wall encouraged the City Council as well as the City staff and community to attend the viewing of this beautiful photography.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

ADJOURNMENT

There being no further business before the City Council, Council Member Smiley moved to adjourn the meeting, seconded by Council Member Bell. The motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 8:35 p.m.

Respectfully Submitted

Polly Jones
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Ordinance to Amend the Manual of Fees to adjust charges for Asphalt and Concrete Utility Cut Repairs within the City

Explanation: **Abstract:** This request is to amend the Manual of Fees to recover 100% costs of utility cut repairs.

Explanation: As referenced at last month's presentation on roadway utility cuts, Public Works is recommending a modification to the Manual of Fees for reimbursement for utility cut repairs. Currently, there is a tiered system within the Manual of Fees for charging utility owners the cost to make repairs within the City rights-of-way for utility cuts. The current tiered system is based on a square foot cost for asphalt and concrete cuts and a linear foot for curb and gutter cuts. This system does not adjust for market-based price changes of concrete and asphalt products. The City's current Manual of Fees pricing for utility cuts are:

Utility Cuts

Asphalt Cuts

1- 25 Square Feet (Minimum)	\$275.00
26 - 50 Square Feet (Per Square Ft)	\$10.68
51 - 100 Square Feet (Per Square Ft)	\$7.22
101 - 200 Square Feet (Per Square Ft)	\$6.80
200+ (Per Square Ft)	\$4.38

Curb & Gutter Cuts

1 - 10 (Per Linear Ft)	\$488.00
11 - 50 (Per Linear Ft)	\$39.00
51 - 100 (Per Linear Ft)	\$38.82
101 - 200 (Per Linear Ft)	\$29.79
200+ (Per Linear Ft)	\$25.28

Concrete Cuts

1 - 25 Square Feet (Per Square Ft)	\$355.00
26 - 50 Square Feet (Per Square Ft)	\$12.47
51 - 100 Square Feet (Per Square Ft)	\$7.15
101 - 200 Square Feet (Per Square Ft)	\$5.28
200+ (Per Square Ft)	\$4.21

Note: The above table is based on 4-inch thickness of cement. The fees will be increased 20% per 2 inches of additional thickness.

Note: For repair work outside of the City limits, there is a \$5.00 per mile additional charge.

The amount of necessary utility cut repairs necessitated the need to contract with an outside party to perform the repairs. The City entered into a contract with Bridgepoint Civil LLC in June 2019 in the amount \$275,000 to assist with repairing utility cuts. Currently, the contractor has completed 50 utility cuts of various sizes at a cost of \$265,000 or \$5,300 per cut.

The result of this requested change of fees will be 100% recovery of the costs from the utility owners for repairs. It is the recommendation of the Public Works Department to move away from the existing tiered system in the current Manual of Fees to a market-based system that will continually reflect current construction prices. The City would pay contract pricing for asphalt and concrete repairs based on accepted/approved bids. To support a market-based system in the Manual of Fees, Public Works would abide by the requested change in Manual of Fees by creating a work order per location and accounting for labor, equipment, vehicle, and materials cost for a final bill. Additionally, the Public Works Department needs to recover administrative costs in managing and billing for the work. It is Public Works' recommendation to charge a \$100 administrative fee per permit request.

Fiscal Note:

The adjustment to the Manual of Fees for asphalt and concrete utility cut repairs will be used to offset the actual cost of the repairs and the administrative costs to manage the program.

Recommendation:

Public Works staff recommends approval of the attached ordinance to amend the Manual of Fees to increase fees associated with asphalt and concrete utility cut repairs as well as include the addition of an administrative fee for managing the Utility Cut repair process.

ATTACHMENTS:

- ▣ **Ordinance_to_Amend_Manual_of_Fees_for_Utility_Cuts_1114107**

ORDINANCE NO. 20-

AN ORDINANCE AMENDING THE MANUAL OF FEES RELATING TO ASPHALT AND CONCRETE UTILITY CUT REPAIR FEES

WHEREAS, an amendment to the Manual of Fees is required to provide for fees related to permitting of utility work being done within the City's rights-of-way;

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

Section 1: That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by adding an administrative fee of \$100 per utility cut request and allowing for a market-based pricing system to recover 100% of costs for utility cut repairs:

PUBLIC WORKS FEES

STREETS FEE

Account Number	Service	Fee
010-01-55-00-000-000-476004	Administrative Fee	\$100.00 per utility cut permit request
010-01-55-00-000-000-476004	Labor, Material and Equipment cost associated with Utility Cut Repairs	Current market-based pricing

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 7th day of October, 2019.

P. J. Connelly, Mayor

ATTEST:

Polly Jones, Interim City Clerk



City of Greenville, North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Contract award for Task Order 1 (final design) for the Elm Street Drainage Improvement Project

Explanation: **Abstract:** The Elm Street System (Tar River to 5th Street) collects drainage from approximately 58 acres along Elm Street and discharges directly into the Tar River and is part of the Greens Mill Run Watershed. Hydraulic models created during the Watershed Master Plan indicate that the majority of the system operates at or below a 2-year level of service. The professional services contract for this project has two phases (or task orders), which include final design and construction administration. Public Works is requesting City Council approve the fee for Task Order #1 and award a professional services contract to WK Dickson Co., Inc. in the amount of \$387,183 for the final design of the Elm Street Drainage Improvement Project.

Explanation: The Elm Street System (Tar River to 5th Street) collects drainage from approximately 58 acres along Elm Street and discharges directly into the Tar River. This drainage area is highly impervious and includes segments of Willow Street, Brownlea Drive, East 3rd Street, and East 4th Street. Hydraulic models created during the Watershed Master Plan indicate that the majority of the system operates at or below a 2-year level of service which is consistent with the reports of roadway flooding by citizens and City staff. The downstream run of pipe at the north end of Elm Street is currently failing and has been repaired numerous times by Public Works. Due to the failing condition of the existing system and proximity to private structures, this is a priority project.

The Public Works Department solicited Requests for Qualifications (RFQ) in August 2019 from qualified engineering firms interested in providing professional services for the final design and construction administration for the Elm Street Drainage Improvement Project.

In response to the RFQ, nine (9) engineering firms/teams submitted proposals. The team lead by WK Dickson Co., Inc. of Cary, NC, was selected. The Elm Street Drainage Improvement Project professional services contract will have two phases (or task orders). The task orders are as follows:

- Task Order #1 – Final Design
- Task Order #2 – Construction Administration

Task Order #2 will be negotiated upon the completion of Task Order #1.

Task Order #1 for final design will involve surveying, updating the Watershed Master Plan drainage analysis, providing a recommendation for rehabilitation and/or replacement improvements, developing and preparing the necessary construction documents, obtaining all applicable permitting, and supporting the City through the bidding, selection, and award process. Attached is the fee proposal and the recommended scope of service for Task Order #1.

The second task order is to provide construction administration services through final completion of the Elm Street Drainage Improvement Project. This will be scoped and negotiated upon completion of Task Order #1.

Fiscal Note: Design and construction administration services (Task Orders 1 and 2) will be funded by the Stormwater Utility Fund.

Recommendation: City Council approve the fee for Task Order #1 and award a professional services contract to WK Dickson Co., Inc. in the amount of \$387,183 for the design of the Elm Street Drainage Improvement Project.

ATTACHMENTS:

- ☐ **Contract for Elm**

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

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

Prepared by



Issued and Published Jointly by



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

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

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

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
“South Elm Street Culvert Replacement Project”.

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:
Engineering design plan for the South Elm Street Culvert Replacement

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

6.04 *Electronic Transmittals*

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

6.05 Insurance

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

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

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

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights at law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.~~

6.10 *Environmental Condition of Site*

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

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

6.11 *Indemnification and Mutual Waiver*

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

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

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

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

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

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative, not included.
- E. Exhibit E, Notice of Acceptability of Work, not included.

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

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*


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

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

Owner: City of Greenville, NC

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

By: _____
Print name: _____
Title: _____
Date Signed: _____

By:  _____
Print name: Scott Sigmon, P.E.
Title: Vice President
Date Signed: 9-30-19

Address for Owner's receipt of notices:

1500 Beatty Street
PO Box 7207

Greenville NC 27834

Designated Representative (Paragraph 8.03.A):

Lisa Kirby, P.E.

Title: Senior Engineer

Phone Number: 252-329-4683

E-Mail Address: lkirby@greenvillenc.gov

Engineer License or Firm's Certificate No. (if required):

F-0374

State of: North Carolina

Address for Engineer's receipt of notices:

720 Corporate Center Drive
Raleigh NC 27607

Designated Representative (Paragraph 8.03.A):

Marc Horstman, P.E.

Title: Project Manager

Phone Number: 919-782-0495

E-Mail Address: mhorstman@wkdickson.com

This is **EXHIBIT A**, consisting of [21] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Engineer's Services

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

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

TASK 1 – PROJECT ADMINISTRATION

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

- 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 Owner so that at any time someone familiar with the project can be available to the Owner if questions, comments, concerns, or other project needs arise.
- Ensure the quality control program throughout the life of the project.
- 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 Owner's Project Team as appropriate throughout the life of the project via conference call or be available to answer project related questions on a regular basis via phone calls and email.
- Attend monthly progress meetings in Greenville once a month for up to 8 months (assumed project duration).
- 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.
- Update the Op Center Project Management website on a consistent basis over the duration of the project. The website will host project data and allow the Owner 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.

Exhibit A – Engineer's Services

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

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

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

TASK 2 – FIELD SURVEYS

The Engineer will perform a survey of the project area. The Owner will furnish to the Engineer any available topographic and storm water infrastructure inventory data relative to the Project to be reviewed by the Engineer. All additional horizontal surveys will be tied to the North Carolina State Plane Coordinate System (North American Datum 1983) and all additional vertical surveys will be based on the National American Vertical Datum of 1988. Benchmarks will be established outside of the anticipated construction limits. The survey will comply with the standards for a Class A survey as detailed in the Standards of Practice for Land Surveying in North Carolina, Amended August 1, 2000, or latest revision.

2.1 Survey Notifications

The Engineer will not commence the above ground field survey effort until the Owner provides written authorization and the Engineer has mailed survey notifications to citizens in the project area unless early authorization is given by the Owner. The Engineer will determine a list of homeowners, businesses, and educational institutions (with contact address) in the project area that should be notified.

2.2 Detailed Location and Design Survey

The Engineer will create new base mapping that, at a minimum, includes the following:

- Establish Horizontal and Vertical Control
 - Horizontal Datum: NAD 83/2011 established by N.C.G.S. (North Carolina Geodetic Survey) Real Time Network Solution. Minimum of four (4) GPS control points (Azimuth Pairs).
 - Vertical Datum: NAVD88 established from nearest N.C.G.S. Monuments or acceptable existing control. (Class A Standard)
 - Intermediate survey control points to be established by traditional traversing between GPS control points; where feasible, control is to be semi-permanent, i.e. PK nails or 9” spikes set in locations to ensure long term retention. (Class A Standard)
 - Intermediate vertical benchmarks are to be set at no more than 500-foot intervals and are to be easily identifiable, such as a top operating nut on fire hydrants along route.
 - All control data to be established for below ground survey of the tunnel.

- Above ground field surveys
 - Perform detailed topographic survey for the project area as specified in Figure 1 by means field topographic survey.
 - Obtain storm structure data on inlets discharging into the culvert along the route. (No confined Space Entry Performed) Notify Owner of any structures that are not accessible or filled with debris to be cleaned. The Owner will have 48 hours to address accessibility or debris removal.
 - Obtain sanitary sewer inverts at least one manhole upstream and downstream of the corridor area (No confined Space Entry Performed).
 - Obtain sanitary sewer lateral cleanouts and water meters.
 - Locate closest water valve each direction outside corridor at drainage crossing.
 - Mark and locate horizontally other visible above ground utility items for gas, phone, cable, fiber optic, electrical etc. (Locating and surveying underground utilities will be completed under scope for Task 3).
 - Buildings outside of the project area, but within 100 feet of the project will be shown based upon available GIS information.
 - Full property corner surveys will be needed to establish the existing Right-of-Way line and to produce any easement plats, if requested as an additional service.

- Base Mapping
 - Owner to provide current GIS Data for Parcels along corridor.
 - Obtain deeds and maps for current property owners based upon information provided by Pitt County Tax Office and Pitt County Register of Deeds Office (Pitt County On-line Parcel Identification System - OPIS).
 - Develop planimetric and topographic base mapping in AutoCAD.
 - All survey will be review for both quality and accuracy by the Professional Surveyor of record. This could include spot checking computations, visual review of base mapping in the field and in the office, review of field notes, etc.
 - Prepare sheet layouts for sealed drawings and provide base mapping. Engineer to obtain description, book, and page number of the official registry of all properties affected by the Project, including current property owner name(s), tax parcel identification number, street address, existing property acquisitions, rights-of-way, and discovered recorded easements.
 - Locate main storm trunk line running through Tar River Estates from Third Street to Willow Street. (where accessible/recoverable)
 - Collect top of structure and centerline bottom box elevations (Tar River Estates only)

- Locate closest building corners to the structure (Tar River Estates only)

Prior to acceptance and use of the survey, the Engineer will perform an independent field review of the survey to verify that it is complete and accurate.

The Engineer will provide the survey data to the Owner in an electronic format in AutoCAD 2018.

TASK 3 – SUBSURFACE UTILITIES EVALUATION (SUE)

SUE Level B Scope:

The Engineer will perform a Subsurface Utility Engineering (SUE) investigation to include Quality Level B (utility designation) services to locate non-gravity utilities in the project area. Radio-frequency electromagnetic technology will be used to designate the approximate horizontal location of underground utility lines within the project area. These locations will be painted, and field sketched. All work will be performed in close coordination with utility owners, and available utility maps from these owners will be used for this project if available. Although SUE methods provide a high level of assurance for the location of subsurface utilities, the possibility exists that not all features can be identified. Therefore, due caution should be used when performing subsurface excavations where potential conflicts exist.

SUE Level A Scope:

The Engineer will perform subsurface utility vacuum excavation services (Quality Level A) at each of the 15 locations. Tasks to be completed under this item include the following:

- Provide all equipment, personnel and supplies necessary for the completion of Quality Level A information for fifteen (15) test holes.
- Vacuum excavation will be used to confirm the vertical position of utilities.
- Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow the Engineer personnel to work within the existing rights-of-way.
- The Engineer will provide safety cones and signs. Traffic arrow boards or flaggers may be possible for this project and is shown in the fees.
- Perform EM and GPR sweeps of the proposed conflict and other procedures necessary to adequately “set-up” the test hole.
- Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, the Engineer shall comply with all applicable utility damage prevention laws. The Engineer shall schedule and coordinate with the utility companies and their inspectors, as required, so that they may be present during excavation of their facilities.
- Using hubs/PK nails/other monuments and other survey information the Engineer will record: (a) the horizontal and vertical location of the top and/or bottom of the utility (b) the elevation of the existing grade over the utility at a test hole. The Engineer will collect

the following data: (c) the outside diameter of the utility and configuration of non-encased, multi-conduit systems; (d) the utility structure material composition, when reasonably ascertainable; (e) the paving thickness and type, where applicable; (f) the general soil type and site conditions; and (g) such other pertinent information as is reasonably ascertainable from each test hole site.

- Provide permanent restoration of pavement using cold asphalt patch within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.
 - Test holes over 5 feet in depth may be charged at \$25 per foot over 5 feet.
 - Utilities that can't be located with SUE designating equipment may not be able to be found with vacuum excavation depending on the accuracy of the one call marks and/or depth of the utility.
 - Test hole information shall be formatted and presented on the Engineer's certification form and listed in a test hole data summary sheet.
-
- Only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable surveying and/or engineering standards. However, the Engineer does carry professional liability insurance to cover negligent errors or omissions of our work product as related to the standard of care prevalent in the subsurface utility engineering profession, including application and interpretation of surface geophysical methods, survey and mapping. Markings placed on the ground by the Engineer are not to be used for excavation purposes. The use of information provided by the Engineer does not relieve any contractor from the duty to comply with applicable utility damage prevention laws and regulations, including but not limited to, giving notifications to utility owners or "one-call" centers, if any, before excavation.

TASK 4 – GEOTECHNICAL INVESTIGATION

Engineer will secure and manage a consultant to perform geotechnical subsurface investigations necessary for completion of the final design documents after receiving written authorization from the Owner's Project Manager. These investigations include four (4) soil borings at an average depth of fifteen (15) feet. The results of the investigation will be evaluated by a geotechnical engineer and an engineering report will be prepared. The report will include the following information:

- Description of the proposed construction and regional geology;
- Descriptions of the field exploration and laboratory testing programs, including preparation of a site location plan, boring location plan, and summary of laboratory test results;

- Descriptions of the site subsurface conditions including the preparation of typed boring logs and subsurface profiles;
- Descriptions of groundwater conditions encountered and recommendations for management of groundwater during construction;
- Earthwork construction recommendations including evaluation of site soils for use as structural backfill, and soil compaction requirements for backfill;
- General recommendations for temporary shoring; and
- Recommendations for quality control and materials testing.

TASK 5 – DESIGN OF RECOMMENDED STORM DRAINAGE SYSTEM

The Engineer shall develop construction plans and supporting documents that incorporate the proposed improvements as indicated conceptual layout as provided in the Elm Street Proposal and City Master Plan.

5.1 Storm Drainage Improvements Design

The design of storm drainage improvements includes the following:

- Provide the hydrologic and hydraulic analysis and calculations for the recommended storm drainage improvements (updating models previously developed from the Master Plan) using Storm and Sanitary Analysis (SSA), which uses a SWMM engine. The analysis shall include both Manning's and HGL analysis, open channel analysis, catch basin spread analysis, energy dissipaters, and shear stress calculations and all other updated calculations performed for design of the proposed storm drainage system and all elements of the design.
- Supplement, update and complete the design and analysis of pipe and open channel improvements with the obtained Existing Conditions survey data.
- Refine and complete the horizontal and vertical alignments of the improvements.
- An updated stormwater calculation report shall be provided to the City for the preliminary and final (if required) design submittal. The document will serve as the final design document for the project.

5.2 Storm Drainage Construction Plans & Supporting Documents

The Engineer shall prepare and complete construction plans and supporting documents for the recommended storm drainage improvements based on the refinement of the improvements during subtask 5.1. The improvements shall be identified on 1/2 plan 1/2 profile sheets at a scale of 1"=20' horizontal and 1"=4' vertical, and cross-sections sheets at a scale of 1" = 5', or as directed by the City. Preliminary and Final Submittals of these construction plans and documents are included in Tasks 11 and 12. Changes to existing subdivision streets, storm drainage and City owned utilities as required for the construction of the Project shall be designed by the Engineer to assure a level of service acceptable to the City.

The proposed storm drainage improvement construction plans and documents shall be sealed by a registered Professional Engineer and shall include, but not limited to, the following:

- a. Cover Sheet listing the project name, City project number, vicinity map, project features, public improvement quantities, scale, legend, sheet layout, index of sheets, specification reference; and approvals;
- b. General Notes sheet including general notes for physical features, materials, etc.; abbreviations; standards; any standard notes provided by the City; etc.;
- c. Finalize and complete the location and design of storm drainage structures including details for non-standard structures. All storm drainage structure design shall conform to current City of Greenville and NCDOT Specifications.
- d. The Engineer shall use City of Greenville Standard Detail Drawings for normal culverts and roadway storm drainage systems. The Engineer can use NCDOT details if no appropriate City of Greenville standard detail is available, or when designing in the NCDOT right of way.
- e. Drainage Details and other design items for endwalls, junction boxes, footings, channel improvement typical details, driveway tie-in, asphalt replacement, pipe trench, etc. Structural details for proposed non-NCDOT standard drainage structures must be included.
- f. Plan and Profile sheets with the location (plan and profile) of all proposed storm drainage features (channels, pipes, structures, manholes, drop inlets, energy dissipaters, etc.). All proposed storm drainage alignments shall include an independent profile. Plans to include:
 - 1) Existing and proposed improvements identified and labeled on the plans and include length, size, inverts, rims, structure dimensions, and type of material, slope, and detail number. The method of construction shall be included in the plans.
 - 2) For culverts or bridges, the culvert opening size or span arrangement for the site shall be indicated on the plans, along with overall plan and elevation views and typical section(s);
 - 3) All existing and proposed conditions including construction work areas, roadways, structures, public and private utilities, vegetation, fences, etc. Plans shall also indicate which existing features may be impacted by construction (fences, trees, sheds, etc.) and the party responsible for removal and/or re-establishment.
 - 4) Identification of proposed removal, replacements, or installations for existing and proposed features that will be affected by the construction of proposed improvements such as curb and gutter, sidewalk, fence, driveway, asphalt replacement, vegetation, sheds, etc. Labels must be included indicating the responsible party for removal and/or re-establishment that include length, size, material, and detail number (if applicable). Vegetation and trees greater than 6" in diameter and all ornamental

vegetation within the easement and work areas shall be designated as removed or protected.

- 5) Update property owner information per the best available data and shall include the updated information on the construction plans. The plans shall show the existing deed title lines, existing and proposed right-of-way lines, proposed property lines, existing and proposed easements, and proposed temporary construction easements. Fee simple, right-of-way and/or easements shall be sufficient to encompass all improvements, including landscaping. For each property, the City tax code designation, the deed book and page number, parcel number, and street address as well as names of all property owners shall be shown.
 - 6) Establish and complete the limits of construction, cut/fill lines, temporary construction easements, and permanent easements.
- g. Cross-sections and typical cross sections of open channels showing existing and proposed dimensions and stabilization techniques to determine cut and fill quantities;
 - h. Planting Plans and Details: Plans and all associated details for vegetative planting plans, number, species, etc.
 - i. Refined and completed hydrologic/hydraulic analysis for the recommended improvements. The refined analysis shall include the supplemental survey data as necessary and as directed by the Project Manager.

TASK 6 - UTILITY COORDINATION AND DESIGN

The Utility Coordination efforts conducted during the Master Plan Study will be expanded during the Design Phase to identify, address, and/or resolve identified utility conflicts and required utility easements associated with the construction of the recommended drainage improvements. This task also includes the design of public utilities relocations and the development of construction plans and supporting documents.

The City's Project Manager shall be copied on pertinent correspondence or communications between the Engineer and any agency or utility. All of the tasks for Utility Coordination and Design shall be performed with the review and approval of the City's Project Manager and GUC's Utility Coordinator.

6.1 Public/Private Utility Coordination

The Engineer shall coordinate with all utilities (public and private), agencies whose facilities (both existing and proposed) may be affected by the Project. The recommended storm drainage improvements and public utility relocations shall be designed with the goal of minimizing conflicts with all utilities. All utility conflicts shall be resolved in a timely manner prior to the completion of the construction plans.

Prior to development and submittal of 30% preliminary design plans, the Engineer will coordinate with private utility companies whose facilities (both existing and proposed) may be affected by the design of the Project to identify or confirm all utilities that could adversely affect horizontal alignment development. The Engineer will distribute a plan corridor map to all utilities with requests to confirm existing facilities and identify any proposed facilities and will confirm receipt of same.

Following the completion of the 30% preliminary design phase of the Project, the Engineer will conduct a preliminary utility coordination meeting with all private utilities to review the proposed design. The Engineer will furnish information pertaining to proposed construction to all involved utility companies and agencies and conduct up one (1) field coordination meetings with all utilities to review project, confirm facilities, verify pole types and identification numbers, and identify obvious conflicts. The field coordination meeting will also seek to determine restrictions to relocations and identify cost prohibitive adjustments. The Engineer will review all available utility plans, collect additional field data as required, and assist City's Project Manager as needed to validate and document (if necessary) any claims made by utilities for reimbursement from the City.

To facilitate timely preparation of private utility relocation plans, the Engineer will submit draft drainage design plans to all private utilities at approximately 50% completion of final construction plans. This will occur such that development of private utility relocation plans and any necessary easements may be coordinated and included in the 60% plans submittal. The Engineer will work with pole owners as well as other utilities to identify areas that may require additional permanent utility easements. The utility coordination meeting described above will review potential conflicts and establish the basis for the conflict matrix. The Engineer will distribute the conflict matrix with the draft drainage design plans. The Engineer will coordinate the resolution of utility conflicts with the respective owners. The design and adjustment of privately-owned utilities will be the responsibility of the respective owners, with coordination provided by the Engineer. Engineer will illustrate the private utility design and adjustment of utility items on Utility By Others (UBO) plans. The Engineer will assist the City with preparing documents needed to contract or coordinate with private utility owners to facilitate their relocation.

The City's Project Manager, or designated representative, will be informed or invited to all utility coordination meetings. Items to address at these meetings will include phasing coordination with proposed roadway traffic control plans, joint pole and duct bank usage, potential conflict with signals and other utilities in corridor, and transmission pole relocation coordination. The Engineer will prepare and distribute utility coordination meeting minutes as requested by the City.

Utility Coordination shall include, but is not limited, to the following tasks:

- a. The Engineer shall contact and meet with all utilities (private and public), agencies, whose facilities (both existing and proposed) are located within the Project limits and may be affected by proposed drainage for the Project. The coordination efforts should include a minimum of one (1) field meetings with the utilities after the Preliminary Submittal.
- b. The Engineer shall request the utilities update the documentation provided during the Planning Phase that defines the location or description of existing utilities, easements of record, including blanket easements, within the Project limits.
- c. The Engineer shall furnish information pertaining to recommended drainage improvements to all involved privately owned utility companies and consider the needs of the utilities during the design of the improvements.
- d. The Engineer shall also coordinate with the private utilities and include the proposed relocations, installations, removals, or adjustments on the construction plans.
- e. The Engineer shall coordinate the resolution of any conflicts (both private and public) identified. These resolutions shall be included in the design and/or shown on the construction plans, right-of-way plats, and easements exhibits. The Engineer shall also request a cost estimate for relocation from the utilities with funding agreements with the City.

6.2 Utility Relocation Design Coordination Meetings

This task includes four design coordination meetings (4) meetings with the selected Utility Relocation Design consultant, as specified by GUC, that will be performing the water and sewer conflict relocation designs. These four design coordination meetings will occur at the following milestones:

- Prior to the 30% design submittal;
- Prior to the 60% design submittal;
- Prior to the 90% design submittal; and
- Prior to the 100% final design submittal.

It is assumed that the water/sewer relocation design sheets would be included as separate plans sheets within the overall bid package.

TASK 7 - TRAFFIC CONTROL PLANS AND APPROVALS

The Engineer shall coordinate with the City of Greenville to develop construction traffic control plans and supporting documents.

7.1 City of Greenville Traffic Services Coordination

Throughout all phases of the Project, the Engineer shall coordinate with City's traffic engineer to design proposed improvements with the goal of minimizing conflicts and disruption to existing roadways and maintaining ingress and egress to public and private properties during construction of the recommended improvements. Coordination for traffic control shall include of one (1) meeting with City to discuss the recommended improvements and conceptual plan to

perform traffic control during construction activities. The meeting shall occur during the development and design of the recommended improvements and before the 60% design plan submittal.

7.2 Traffic Control Design

The Engineer shall prepare traffic control plans that include a phasing sequence listing work to be done in each phase, traffic control diagrams and details of each phase (NCDOT or consultant prepared drawing), and any special considerations, such as time limitations, hour of day limitations, or intermediate completion times/liquidated damages to construct the proposed improvements.

The plans shall indicate how vehicular and pedestrian traffic is to be maintained during construction of the Project. NCDOT Roadway Standard Drawings will be referenced in the traffic control plans but will not be detailed as a part of the traffic control plans. The Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way will be referenced when developing the pedestrian traffic control plan. Development of these plans will consider required phasing of the private utility companies' relocation designs, if any, during construction. These plans will be prepared concurrently with the final design plans so as not to delay submission of all final construction documents.

The Engineer will develop pedestrian safety plans, permanent pavement marking plans, and permanent signing plans. The Engineer is responsible for warning regulatory signs and the City is responsible for street name signs. The Engineer and the City will collaborate on the location of signage and marking. The Engineer will prepare traffic control and pavement marking plans on plan sheets at a scale of 1"= 40' horizontal.

The design must also address and include all traffic control devices, signs, restrictions, and pavement markings required during construction of the recommended improvements. Preliminary and Final Submittals of these plans and documents are included in Tasks 11 and 12.

The traffic control construction plans shall be sealed by a registered Professional Engineer and conform to the following:

- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD), current as of the date Final Traffic Control plans are begun as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revisions;
- The 1985 edition of the "North Carolina Supplement to the MUTCD, Part VI; NCDOT;
- NCDOT Roadway Standard Drawings;
- "The State Policy and Procedure for Traffic Control Through Construction Work Zones"; and
- The 1995 edition of the "Highway Design Branch Roadway Design Standards", with all subsequent revisions.

7.3 Traffic Control Plans & Supporting Documents

The proposed traffic control construction plans and supporting documents shall include, but are not limited to, the following:

- a. Traffic Control General Notes sheet;
- b. Traffic Control Phasing sheet(s);
- c. Pedestrian Control Diagrams and Phasing sheet(s);
- d. Traffic Control Diagrams at a scale to be approved by the City's Project Manager.
- e. A construction cost estimate for traffic control that includes quantity take-offs in the City Standard format (included in overall cost estimate).

TASK 8 - EROSION CONTROL PLANS, DETAILS, NARRATIVE, AND SPECIFICATIONS

The Engineer shall coordinate with North Carolina Department of Environment and Natural Resources (NCDENR), to develop Erosion and Sedimentation Control construction plans, and obtain approvals and applicable permit for the project.

8.1 Coordination

The Engineer shall coordinate with North Carolina Department of Environmental Quality (NCDEQ) with the goal of developing construction plans that will meet or exceed all applicable regulatory requirements and minimize erosion and control sedimentation during construction of the recommended improvements. Coordination for erosion control shall include a minimum of one (1) meeting and/or discussions with City staff prior to one (1) meeting with NCDENR to discuss the proposed improvements and conceptual plan for addressing erosion control. The meetings shall occur during the development and design of the recommended improvements and before Task 11 - Preliminary Submittal. The City's Project Manager shall be included in the meetings and/or on all correspondence or communications between the Engineer, City staff, and NCDENR.

8.2 Erosion Control Design

The Engineer shall design, specify, and include in the construction plans erosion control measures that meet or exceed all applicable regulatory requirements and prevent off-site sedimentation during construction of the Project. The design shall be in accordance with the requirements of the NCDENR, NC Erosion and Sediment Control Planning and Design Manual and all applicable regulations.

8.3 Erosion Control Construction Plans & Supporting Documents

The Engineer shall prepare erosion control construction plans, calculations, and supporting documents for the team and agency review to gain approvals and permits. The Engineer shall show all erosion control measures and details on the plans. Following an initial review by the City, the Engineer shall submit erosion control plans, narrative, and calculations to the NCDENR, and secure NCDENR approval of the plans prior to Task 12 - Final Submittal to the City. Preliminary and Final Submittals of these plans and documents are included in Tasks 11 and 12.

It is assumed that the City will provide separate payment for the permit submittal fees.

The erosion control plans and supporting documents shall be sealed by a registered Professional Engineer and include all NCDENR and City staff required items, but are not limited to, the following:

- a. Proposed Storm Drainage Improvement Plans;
- b. Erosion and Sedimentation Control Plans at a minimum scale of 1" = 40' or as approved by the City Project Manager;
- c. Detail drawings and specifications;
- d. Vegetative Plan;
- e. Maintenance Plan;
- f. Construction schedule;
- g. Brief Narrative of the proposed improvements and erosion control measures;
- h. Project topographic map and soils data;
- i. Supporting calculations;
- j. Financial responsibility/ownership form;
- k. NCDENR Checklist; and
- l. A construction cost estimate for erosion control including quantity take-offs in the City Standard format.

TASK 9 - CONTRACT DOCUMENTS

The Engineer shall utilize the Engineers' standard specifications that will be combined with EJCDC Contract for Construction of a Large Project contract language. The Engineer will provide the required technical specifications for this project. This contract and associate specifications will be provided to the City for review during the 60% and 90% Submittals. The Engineer shall await City approval of the 90% submittal before completing the documents. The specifications and special provisions for the Project shall include any item associated with the proposed storm drainage improvements, utility relocations, traffic control, erosion control, and condition of agency approval that is not adequately described by the most current edition of NCDOT Standard Specifications for Roads and Structures or a City Standard Special Provisions. The specifications and project special provisions document shall be sealed by a registered Professional Engineer and submitted to the City for review and approval.

TASK 10 - STORM WATER PERMITS

10.1 401/404 Supporting Documents

The Engineer will submit written justification, preliminary design plans, and calculations to the USACE to support the 401/404 permitting process and ultimate permit approval.

The Engineer shall provide the following supporting information, if applicable:

Exhibit A – Engineer's Services

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- a. Calculations justifying the use of all hard stabilization (shear stress calculations);
- b. Justification for pipe extensions and new pipe placements;
- c. Justification for experimental or non-traditional design choices and a comparison between the non-traditional choice versus the traditional choice;
- d. Justification for design choices that are not consistent with State and Federal design requirements;
- e. Justification for alternatives that were not chosen to justify the preferred alternative;
- f. Modeling information detailing flooding problems (i.e. map showing parcels that flood);
- g. Watershed map and proposed construction plans; and
- h. Applicable Service Requests.

10.2 Floodplain Development Permit

If the proposed storm drainage improvements are within the regulated floodplain, the Engineer shall prepare a Floodplain Development Permit, submit the permit, and obtain approval from Pitt County. The Engineer will be responsible for meeting all regulatory requirements for development within the floodplain to gain approval and secure a Floodplain Development Permit for the project.

TASK 11 - PRELIMINARY SUBMITTALS (30% AND 60% PLANS)

11.1 30% Design

The Engineer will prepare 30% preliminary design plans for the project based on the conceptual layout as provided in the Elm Street Proposal and City Master Plan. The presented alignment and proposed pipe sizes will be utilized and further refined to develop the preliminary plans. The Engineer will prepare plans at 1" = 20' scale horizontal, and 1" = 4' vertical. Three hard copies and electronic copy of the Preliminary plans will be submitted to the City and GUC for review. The outfall system alignment will be revised based on comments received at the 30% plans review meeting.

The City has also requested that an preliminary open channel design be included within the 30% design submittal that includes the following:

- A plan and profile sheet that shows an open stream channel between the Elm Street cul-de-sac and the existing greenway;
- An estimated opinion of probable cost will be included with this plan sheet to provide the City an approximation of this effort compared to a traditional pipe system upgrade.

The Engineer will develop a 30% preliminary opinion of probable construction cost after incorporating comments from the review meeting. The Engineer has no control over the cost of

labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. All provided opinions of probable costs are based on the information known to Engineer at the time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

11.2 60% Design

The task includes the submittal of the construction design plans, supporting documents, and the real estate acquisition table identifying properties impacted by the construction of the project as described in Tasks 4 through 10 for the review and comment by the City, GUC, and the appropriate permitting agencies.

The improvement plans and supporting documents must be at an appropriate level of completeness to accurately identify, address, and resolve all impacts to utilities, traffic, erosion control, permitting, private property, methods of construction, project special provisions, and associated costs. The Preliminary Submittal must include all improvement plans, supporting calculations, and documents, etc. to enough detail and completion that City staff, utilities, and permitting agencies can review and provide detailed comments or approval.

The task also includes one (1) review meeting with the appropriate City staff to receive and discuss review comments.

The Engineer shall submit three (3) full-size sets and one (1) half size set of the construction plans to the City's Project Manager for review and approval. The submittal shall also include a digital copy of the construction plan drawings in PDF format, a digital copy of the supporting documents, and two (2) hard copies of the supporting documents. The plans and documents will be circulated by the City's Project Manager to the appropriate team members for review and comment. The City's Project Manager will return to the Engineer all pertinent comments.

At the same time, the Engineer shall also submit proposed plans to all utilities whose facilities are within the Project limits and request review and comment.

The Preliminary Construction Plans shall include, but not be limited to, the following:

- Proposed Storm Drainage Improvement Construction Plans;
- Proposed Utility Relocation Plans;
- Proposed Traffic Control Plans;
- Proposed Erosion Control Plans.

The Preliminary Supporting Documents may include, but not be limited to, the following:

- Standard Project Provisions (provided by the City);
- Specifications and Project Special Provisions;

- Storm Water Permitting Documents;
- Floodplain Development Permit, Application, and Calculations (if needed)
- Storm Drainage Calculations;
- Utility Relocation Calculations;
- Erosion Control Narrative, Calculations, and Specifications; and
- A construction cost estimate for all improvements listed above including Quantity take-off in the City standard format.

After receipt of the review comments from City team members and utilities, The Engineer shall revise the plans and supporting documents in conformance with only those review comments that impact real estate acquisition and permitting. The Engineer shall submit the required number of revised construction plans and supporting documents that are needed for real estate activities to the City's Project Manager and the City's Real Estate Division for review, comment, approval and use. The Engineer shall also use the revised plans to start the permitting process.

TASK 12 - FINAL DESIGN SUBMITTALS

12.1 Draft Final Design Submittal (90% Plans)

Following the review of the preliminary design plans (60% design), the Engineer shall finalize the design incorporating all review comments as appropriate. The Engineer will submit three (3) full-size copies and one (1) half-size copy of the draft final design (90% Plans). This submittal shall include all items listed in Task 11.0 and any other items that were noted during the preliminary design plan review. The Engineer shall provide plans and/or text documents that respond to all comments made by Contracts.

12.3 Final Design Submittal (100% Plans – Released for Bid)

The Engineer shall develop final design plans and specifications in sufficient form and detail for the City to let construction contracts. The final design shall include the final version of all items required in the Draft Final Design (90%) submittal with comments from the City and GUC. The Engineer shall submit the final plans to the City for review and sign-off. The submittal shall include up to two 'sets' of plans:

Set One

- One (1) reproducible copy of the cover sheet;
- One (1) bond copy of all other sheets;
- One (1) copy of the project special provisions;
- One (1) copy of the quantity take-off in the City standard format; and
- One (1) copy of the Engineer's construction cost estimate.
- One (1) PDF copy each of the plans, SPs and quantity take-off

After the City has verified that all revisions are complete and has obtained all signatures on the reproducible cover sheet, the City will provide the signed cover sheet to the Engineer. The

Engineer shall submit the following (the final 100% submittal):

- a. One (1) reproducible copy of the entire set of plans (including the cover with signatures provided by the City);
- b. Five (5) bond copies of the plan set;
- c. Four (4) half size copies of the plan set;
- d. Five (5) copies of the project special provisions;
- e. Five (5) copies of the quantity take-off;
- f. Five (5) copies of the Engineer's construction cost estimate;
- g. One (1) digital copy of the project special provisions; and
- h. One (1) digital copy of the quantity take-offs in the City standard format.

The Engineer shall also submit a digital copy of all final design plans, traffic control plans, erosion control plans and details, specifications and computations, in the current version of AutoCAD for plans, SWMM models, and "PDF" files for other written documents.

TASK 13 - BID PHASE SERVICES

The Engineer will provide the following bid services, including

- preparation of construction bidding documents, proposal bid forms, and bond forms;
- reproduction of the plans and documents for bidding;
- advertise the project;
- maintenance of the bidder's log;
- attending and conducting the bid opening;
- issue up to two (2) addendums;
- provide clarifications and information as requested by bidders;
- tabulation of the bids received;
- reviewing the bid packages for compliance with the contract requirements; and
- recommendation of the contractor.

TASK 14 - PUBLIC MEETINGS

14.1 Apartment Complex Coordination Meeting

After the 30% Submittal and at the direction of the City's Project Manager, the Engineer shall arrange for a coordination meeting with the owner's of "The District" and the "Wilson Acres" apartment complexes to present the design of the recommended improvements and to coordinate conversion of the public drainage system to a private drainage system. Information gathered at

this coordination meeting shall be incorporated into the Final Design Plans and supporting documents, if appropriate, after discussions with the City's Project Manager.

Under the direction of the City's Project Manager, the Engineer shall:

- a. Arrange this coordination meeting (including facility reservation and facility setup);
- b. Prepare/update up to three (3) unique exhibits to appropriate scale as approved by the City Project Manager including, but not limited to, streets, buildings, tree lines, drainage system, proposed drainage improvements, and flooding limits at appropriate locations. In addition, the proposed improvement plan sheets and traffic control plans shall be presented.

14.2 Neighborhood Public Meeting

After the 60% Design Plan Submittal and at the direction of the City's Project Manager, the Engineer shall arrange for the neighborhood public meeting to present the design of the recommended improvements. Information gathered at the public meeting shall be incorporated into the Final Design Plans and supporting documents, if appropriate, after discussions with the City's Project Manager.

Under the direction of the City's Project Manager, the Engineer shall:

- c. Arrange public meeting (including facility reservation and facility setup);
- d. Prepare/update up to three (3) unique exhibits to appropriate scale as approved by the City Project Manager including, but not limited to, streets, buildings, tree lines, drainage system, proposed drainage improvements, 311 requests, citizen questionnaire results, and flooding limits at appropriate locations. In addition, the proposed improvement plan sheets and traffic control plans shall be presented;
- e. Participate and conduct one public meeting to present the storm drainage improvements including the following:
 - 1) Solicit input from citizens;
 - 2) Answer technical questions from citizens; and
 - 3) Prepare and record all discussions for meeting minutes and submit them to the City's Project Manager within five (5) days of the meeting.

TASK 15 - SPECIFIED OPEN CHANNEL DESIGN ADDITIONAL SERVICES (HOURLY)

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Specified Open Channel Design Additional Services." The ENGINEER will provide Specified Open Channel Design Additional Services as Hourly effort only upon receipt of written authorization from the OWNER. To the extent possible, the ENGINEER will notify the OWNER in advance if the need for Specified Open Channel Design Additional Services is anticipated. The identified additional open channel design services include the following:

- A plan and profile sheet with corresponding grading details and related channel stabilization details included between the 30% design and the 100% design. The open stream channel shall be located between the Elm Street cul-de-sac and the existing greenway;
- An estimated opinion of probable cost will be included with all the design submittals between the 30% and 100% design phases.

TASK 16 - SPECIFIED STRUCTURAL DESIGN ADDITIONAL SERVICES (HOURLY)

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Specified Structural Design Additional Services." The ENGINEER will provide Specified Structural Design Additional Services as Hourly effort only upon receipt of written authorization from the OWNER. To the extent possible, the ENGINEER will notify the OWNER in advance if the need for Specified Structural Design Additional Services is anticipated. A list of potential identified additional structural design services are included below:

- Structural Design of custom junction boxes if a non-standard City or NCDOT junction boxes is required;
- Structural Design of custom end wall if a non-standard City or NCDOT enwall is required.

TASK 17 – UNSPECIFIED ADDITIONAL SERVICES (HOURLY)

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

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

TASK 18 – REIMBURSABLES

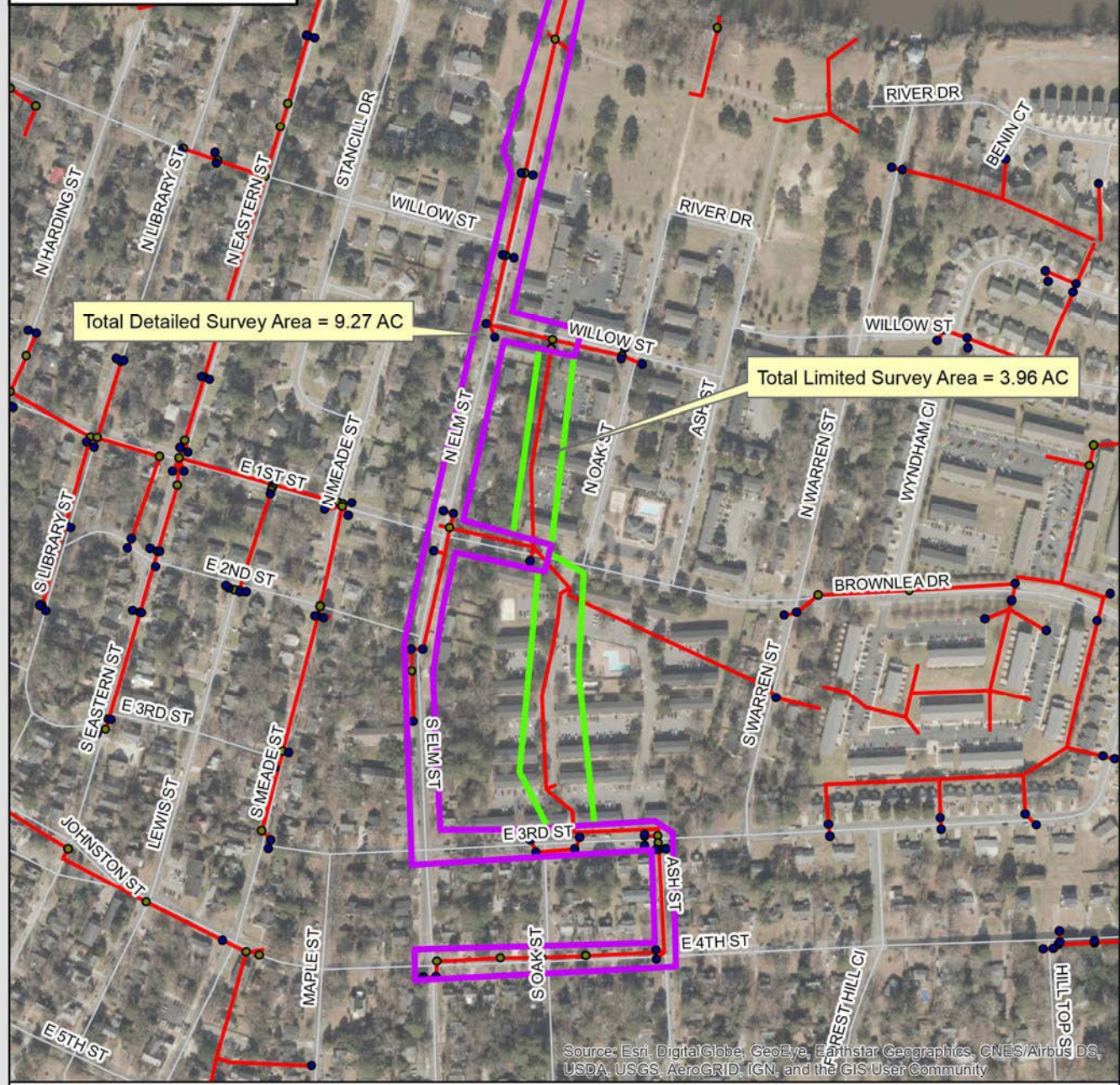
The Engineer shall be compensated for expenses incurred in connection with the performing or furnishing of Lump Sum and Hourly Services for the Project. Expenses shall include but not be limited to copies, large format plan printing, general reprographics, public involvement maps, mailings, mileage, meals, etc.

SCOPE EXCLUSION

These following services are excluded from this scope and would be considered additional services:

- Easement platting services;
- Easement acquisition services;
- Water/sewer conflict utility design services;
- Presentations to City Council; and
- Traffic signal modifications.

- Legend**
- streets
 - CATCH_BASINS
 - PIPES
 - ▭ Detailed Survey Limits
 - ▭ Limited Survey Limits



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Topographic Survey Limits
 City of Greenville
 Elm Street Drainage Improvement Project

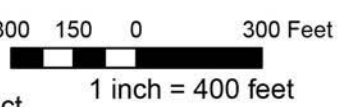


Exhibit A – Engineer’s Services

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

Owner's Responsibilities

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

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

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

Exhibit B – Owner's Responsibilities

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

Exhibit B – Owner's Responsibilities

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Item #6**

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

Exhibit B – Owner's Responsibilities

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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 [].

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 total amount of \$ 387,183.00 based on the following estimated distribution of compensation:

1. Project Administration	\$32,543.00 (Lump Sum)
2. Field Surveys	\$40,346.00 (Lump Sum)
3. Subsurface Engineering Work	\$27,380.00 (Lump Sum)
4. Geotechnical Subsurface Investigations	\$10,540.00 (Lump Sum)
5. Design of Recommended Storm Drainage Improvements	\$18,584.00 (Lump Sum)
6. Utility Coordination and Design	\$17,688.00 (Lump Sum)
7. Traffic Control Plans and Approvals	\$10,702.00 (Lump Sum)
8. Erosion Control Plans, Details, Narrative and Specifications	\$15,356.00 (Lump Sum)
9. Contract Document Preparation	\$25,454.00 (Lump Sum)
10. Stormwater Permits	\$9,650.00 (Lump Sum)
11. Preliminary Design Submittals	\$42,480.00 (Lump Sum)
12. Final Design Submittal	\$57,330.00 (Lump Sum)
13. Bid Phase Services	\$10,570.00 (Lump Sum)

Exhibit C – Compensation Packet BC-1: Basic Services (other than RPR) – Lump Sum Method of Payment
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- 14. Public Meetings \$10,080.00 (Lump Sum)
- 15. Specified Additional Services - Open Channel Design (Hourly) \$10,480.00 (Hourly)
- 16. Specified Structural Design Additional Services (Hourly) \$20,000.00 (Hourly)
- 17. Unspecified Additional Services (Hourly) \$20,000.00 (Hourly)

- 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 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 costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 - 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **\$8,000**
 - 5. 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. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred 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 **18** months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation for Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.0**.
 - ~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.~~
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.

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Item #6

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.**

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This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	at cost
Copies of Drawings	at cost
Mileage (auto)	\$ [IRS Rate]/mile
Air Transportation	at cost
CAD Charge	\$ []/hour
Laboratory Testing	at cost
Health and Safety Level D	\$ []/day
Health and Safety Level C	\$ []/day
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

W.K. DICKSON & CO., INC.

LABOR

Principal	\$ 215.00/hr.
Senior Consultant	\$ 198.00/hr.
Senior Project Manager	\$ 190.00/hr.
Project Manager	\$ 168.00/hr.
Technical Manager	\$ 168.00/hr.
Senior Project Engineer	\$ 158.00/hr.
Project Engineer	\$ 140.00/hr.
Senior Scientist	\$ 135.00/hr.
Scientist	\$ 120.00/hr.
Landscape Architect	\$ 175.00/hr.
Staff Landscape Architect	\$ 135.00/hr.
Senior Planner	\$ 165.00/hr.
Planner	\$ 130.00/hr.
Senior Civil Designer	\$ 130.00/hr.
Civil Designer	\$ 120.00/hr.
Senior Technician	\$ 115.00/hr.
Technician	\$ 100.00/hr.
Senior GIS Analyst	\$ 130.00/hr.
GIS Analyst	\$ 110.00/hr.
GIS Technician	\$ 100.00/hr.
Senior Construction Observer	\$ 125.00/hr.
Construction Observer	\$ 100.00/hr.
Project Administrator	\$ 70.00/hr.

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

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

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

C. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[]
 - 2) Bodily injury by disease, each employee: \$[]
 - 3) Bodily injury/disease, aggregate: \$[]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000.00
 - 2) General Aggregate: \$2,000,000.00
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$5,000,000.00
 - 2) General Aggregate: \$5,000,000.00
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000.00
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000.00
 - 2) Annual Aggregate \$1,000,000.00
- g. Other (specify): \$[]

~~2. By Owner:~~

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

Exhibit G – Insurance.

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b. ~~Employer's Liability~~

- 1) ~~Bodily injury, Each Accident~~ _____ \$[]
- 2) ~~Bodily injury by Disease, Each Employee~~ _____ \$[]
- 3) ~~Bodily injury/Disease, Aggregate~~ _____ \$[]

c. ~~General Liability~~

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

d. ~~Excess Umbrella Liability~~

- 1) ~~Per Occurrence:~~ _____ \$[]
- 2) ~~General Aggregate:~~ _____ \$[]

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

_____ \$[]

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

D. *Additional Insureds:*

1. ~~The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

a. []
Engineer

b. []
Engineer's Consultant

c. []
Engineer's Consultant

d. []
{other}

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

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

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- a. [redacted]
Engineer
- b. [redacted]
Engineer's Consultant
- c. [redacted]
Engineer's Consultant
- d. [redacted]
[other]

- 4. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
- 5. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ___ Additional Services to be performed by Engineer
- ___ Modifications to services of Engineer
- ___ Modifications to responsibilities of Owner
- ___ Modifications of payment to Engineer
- ___ Modifications to time(s) for rendering services
- ___ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

By: _____
Print
name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____



City of Greenville, North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Contract award for the South Tar River Greenway Phase 3 Project and resolution requesting concurrence in award from the North Carolina Department of Transportation

Explanation: **Abstract:** This item is to approve Fred Smith Company for the construction of approximately 0.80 miles of multi-use trail along the South Tar River Greenway in the amount of \$3,188,673.

Explanation: The South Tar River Greenway has been re-bid. The City and the previous low bidder in 2018 could not agree on contract terms, thus requiring this project to be re-bid.

Bids for the South Tar River Greenway Phase 3 Project were scheduled to be opened on June 27, 2019. Only one bid was submitted, and staff rejected the bid per state statute. The project was re-advertised and bid opening was scheduled for July 11, 2019. Two bids were received, with Fred Smith Company of Raleigh, NC, submitting the lowest responsive base bid. A bid summary is attached.

This phase of the greenway involves construction of approximately 0.80 miles of 10 foot wide paved multi-use trail along the south side of the Tar River. The trail will extend the existing greenway trail that ends west of Pitt Street and continue to the western terminus of Colonial Avenue, east of Memorial Drive. The construction includes a significant underpass of CSX railroad where it crosses the Tar River. In addition to the base bid, which is construction of the main greenway trail from 1st Street Place Apartments to Nash Street, Alternate 1 adds the replacement of a drainage structure; Alternate 2 adds the Fairfax Avenue Trailhead; and Alternative 4 substitutes the wooden boardwalks in the base bid with precast concrete boardwalks with metal railing.

Due to the lowest responsive base bid exceeding the available grant funds, City staff requested additional funding from NCDOT for the project. After review, NCDOT agreed to provide 80% of the funds required to proceed with the base bid and

alternates 1, 2, and 4. To receive the additional grant funds and proceed with the project, the City must provide the additional 20% matching funds.

Fiscal Note:

The budget for this contract, including a 10% contingency, is \$3.51 million. In accordance with the municipal agreement with NCDOT for this project, the City will be reimbursed eighty percent (80%) of the construction costs. In addition to the current funding, the Supplemental Agreement from NCDOT will also provide \$703,191 in federal funds, with a required City match of \$175,798. The City match will be funded from 2015 Bond funds for sidewalks.

Recommendation:

City Council award a construction contract for the South Tar River Greenway Phase 3 project to Fred Smith Company in the amount of \$3,188,673 and approve the attached resolution requesting a Concurrence in Award from NCDOT.

ATTACHMENTS:

- ☐ Bid Tab
- ☐ South_Tar_River_Greenway_Phase_3_Resolution_1113931

EB-5539: South Tar River Greenway Phase 3

BID SUMMARY SHEET City of Greenville, North Carolina Engineering Division

Bid Opening: July 11, 2019 10:00am

Contractor	Bid Bond		DBE Form Submitted		Debarment Form Submitted		Received Addendum 1		Total Base Bid	Alternate Bid 1	Alternate Bid 2	Alternate Bid 3	Alternate Bid 4	Alternate Bid 5
	Yes	No	Yes	No	Yes	No	Yes	No						
Fred Smith Company	X		X		X		X		\$ 2,915,165	\$ 7,050	\$ 118,458	\$ 236,815	\$ 148,000	\$ 138,000
Trader Construction	X		X		X		X		\$ 3,301,327	\$ 4,330	\$ 124,925	\$ 194,140	\$ 200,000	\$ 170,000

RESOLUTION NO.

RESOLUTION REQUESTING A CONCURRENCE IN AWARD
FROM THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
FOR THE SOUTH TAR RIVER GREENWAY PHASE 3 PROJECT

WHEREAS, the North Carolina Department of Transportation and the City of Greenville have entered into a municipal agreement to design and construct the South Tar River Greenway Phase 3 Project, Project No. EB-5539; and,

WHEREAS, the City has prepared the project construction documents and received bids from contractors in accordance with the City's formal bid process; and,

WHEREAS, the City has reviewed and identified Fred Smith Company as the lowest responsive, responsible bidder;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the contract for the construction of Project No. EB-5539 in Pitt County is hereby awarded to Fred Smith Company, and that the Mayor of the City of Greenville is hereby authorized to execute an agreement with Fred Smith Company for the construction of said project in the amount of \$3,188,673.00, provided that a Concurrence in Award for the project is received from the North Carolina Department of Transportation.

ADOPTED this 7th day of October, 2019.

P. J. Connelly, Mayor

ATTEST:

Polly Jones, Interim City Clerk



City of Greenville, North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Supplemental Municipal Agreement with the North Carolina Department of Transportation for Construction of the South Tar River Greenway Phase 3 – Pitt Street to east of Memorial Drive

Explanation: **Abstract:** The North Carolina Department of Transportation (NCDOT) has approved additional funding for the South Tar River Greenway Phase 3 project, which will allow the City to proceed with construction of this section of greenway. A 20% match with City funds will be required.

Explanation: The project extends the existing South Tar River Greenway from its current terminus west of Pitt Street (by First Street Place apartments) to Nash Street east of Memorial Drive. This new section of greenway will provide a vital recreation and alternative transportation connection from West Greenville to the Town Common park and Uptown.

Bids for the South Tar River Greenway Phase 3 project were opened on July 11, 2019. The base bid amount plus alternates 1, 2, and 4 submitted by the low bidder exceeded the available funding for the project. Staff contacted NCDOT to discuss the bids, and submitted a request to NCDOT for additional funding. NCDOT agreed to the City's request for additional funding and, per the conditions of the Supplemental Municipal Agreement, is providing an additional \$703,191 for this project.

Fiscal Note: Funding for this municipal agreement will be provided by an additional \$703,191 in grant funds, with the required 20% City match of \$175,798 provided by 2015 Bond funds for sidewalks.

Recommendation: City Council approve the municipal agreement with NCDOT to allocate additional construction funds for the South Tar River Greenway Phase 3 project in the amount

of \$703,191 in federal funds (80%) and \$175,798 in City funds (20%).

ATTACHMENTS:

- ▣ Municipal Agreement**

NORTH CAROLINA
PITT COUNTY

4th SUPPLEMENTAL AGREEMENT

DATE: 8/21/2019

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-5539

AND

WBS ELEMENTS: PE 45529.1.1
ROW 45529.2.F1
CON 45529.3.F1

CITY OF GREENVILLE

OTHER FUNDING: _____

FEDERAL-AID #: TCSP-0220(64)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$703,191

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

WITNESSETH:

WHEREAS, the Department and the Municipality on 2/7/2012, entered into a certain Project Agreement for the original scope: preliminary engineering, right-of-way, and construction of a 10-ft wide asphalt paved multi-use trail with 2-ft wide granite screenings shoulders from the western terminus of the existing South Tar River Greenway at Pitt Street to Moye Boulevard, programmed under Project EB-5539; and,

WHEREAS, the Department and the Municipality entered into a Supplemental Agreement on 4/17/2014 to extend the scope, increase the funding, and update the time frame for the project; and,

WHEREAS, the Department and the Municipality entered into a Supplemental Agreement on 5/10/2016 to reduce the project scope; extend the PS&E package delivery date; and extend the project completion date; and,

WHEREAS, the Department and the Municipality entered into a Supplemental Agreement on 8/3/2018 to increase the funding and extend the completion date for the project; and,

Agreement ID # 8921

1

WHEREAS, the Municipality has requested additional funding to complete the project.

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

FUNDING

The Department's original participation was \$3,070,009 federal and \$180,600 state match. The Department agrees to reimburse the Municipality 80% (\$703,191) of additional federal funds. The Municipality's original participation was \$586,902. The Municipality will provide 20% (\$175,798) as their additional local match and all costs that exceed the total available funding.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal and state funds, the Department shall reimburse 80% (\$3,773,200 federal) and 20% (\$180,600 state) of eligible expenses incurred by the Municipality up to \$3,953,800. The Municipality shall provide a 20% non-federal match, or \$762,700, as per the REVISED FUNDING TABLE and all costs that exceed the total available funds of \$4,716,500. The sum of these dollar amounts represents the Total Available Funds. If the funding provided through this Agreement changes, a supplemental agreement will be generated.

REVISED FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
High Priority Projects	\$907,609	80%	\$226,902	20%
STP-EB	\$722,400	80%	\$180,600 (state)	20%
TAP	\$1,440,000	80%	\$360,000	20%
TAP	\$703,191	80%	\$175,798	20%
Total Available Funds			\$4,716,500	

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is HPP, STPEB and TAP. The funding source may be modified with the coordination and

approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 2/7/2012, 4/17/2014, 5/10/2016 and 8/3/2018, are ratified and affirmed as therein provided.

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

L.S. ATTEST:

CITY OF GREENVILLE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

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



City of Greenville, North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Agreement with CSX Transportation, Inc. for services associated with construction of the South Tar River Greenway Phase 3 – Pitt Street to Nash Street

Explanation: **Abstract:** CSX Transportation (CSXT) has completed its review of the design plans for the South Tar River Greenway Phase 3. To proceed, the City must execute a Construction Agreement with CSXT that outlines certain reimbursement costs, insurance requirements, and other procedures for working on CSXT right-of-way.

Explanation: Design plans for the South Tar River Greenway Phase 3 from Pitt Street to Nash Street are complete, and easements have been acquired. The greenway will cross underneath the existing CSXT railroad bridge west of Pitt Street. This crossing required an extensive review process with CSXT and its consultant to obtain approval of the proposed construction plans and details, which was recently secured. The City must now execute a Construction Agreement with CSXT that provides for safe operations within the CSXT right-of-way during construction operations. Stipulations of the agreement include, but are not limited to, insurance requirements of the City's contractor, advance notice of working within CSXT right-of-way, requirements for presence of a CSXT flagger when working on CSXT right-of-way, and review of shop drawings/submissions by the City's contractor for work to be performed underneath the railroad bridge.

The City is responsible for reimbursing CSXT for costs incurred as a result of the proposed greenway construction. Based on the construction plans and specifications, CSXT has estimated this cost to be \$172,971. An advance deposit for this amount must be sent to CSXT once the agreement is fully executed by both parties and prior to commencing with construction activities within CSXT right-of-way.

Fiscal Note: Funding for this Construction Agreement is provided within the existing budget for the project.

Recommendation: Approve the attached Construction Agreement with CSX Transportation, Inc. for construction of the South Tar River Greenway Phase 3 project and authorize staff to send the subsequent advance deposit of \$172,971 to CSX Transportation, Inc. once the agreement is fully executed.

ATTACHMENTS:

- ☐ **CSX Agreement**

Project: Greenville, Pitt County, North Carolina – Proposed construction of the Tar River Greenway Trail beneath an existing CSXT undergrade bridge, DOT # TBD, Milepost AA-148.94, Southern East Zone, Parmele Subdivision, CSXT OP # NC0725

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20___, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and the CITY OF GREENVILLE, a body corporate and political subdivision of the State of North Carolina (“**City**”).

EXPLANATORY STATEMENT

1. City has proposed to construct, or to cause to be constructed, the Tar River Greenway Trail beneath an existing CSXT undergrade bridge within the vicinity of Milepost AA-148.94 on the Parmele Subdivision of the Southern East Zone in Greenville, Pitt County, North Carolina (the “**Project**”).
2. City has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including City), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. City acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other City contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of City or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at City’s sole cost and expense, by City or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of City shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of City or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. City agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 City Work. City shall perform, or cause to be performed, all work as set forth by Exhibit A, at City's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from City; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2020**, unless the parties mutually agree to extend such date.

3. Special Provisions. City shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that City performs Project work itself, City shall be deemed a Contractor for purposes of this Agreement. City further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. City shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual

Reimbursable Expenses for the Project may exceed such Estimate, it shall provide City with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for City's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to City, to immediately cease all further work on the Project, unless and until City provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 City shall pay CSXT for Reimbursable Expenses as set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2).

4.3.2 Following completion of the Project, CSXT shall submit to City a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from City. City shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to City. In the event that the payments received by CSXT from City exceed the Reimbursable Expenses, CSXT shall remit such excess to City.

4.3.3 In the event that City fails to pay CSXT any sums due CSXT under this Agreement: (i) City shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to City: (A) to immediately cease all further work on the Project, unless and until City pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to City in accordance with Section 16 of this Agreement. All payments by City to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to City:

CSX Transportation, Inc.
P. O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. City's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations City represents to CSXT that: (i) City has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) City shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by City; and (iii) City shall promptly notify CSXT in the event that City is unable to obtain such appropriations.

6. Easements and Licenses

6.1 City Obligation. City shall acquire all necessary licenses, permits and easements required for the Project.

7. Permits At its sole cost and expense, City shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
 - 8.1 By City. For any reason, City may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. City shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
 - 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to City in the event City or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to City.
 - 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. City shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce City's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to City shall be to refund to City payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance In addition to the insurance that City requires of its Contractor, City shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither City nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.
10. Ownership and Maintenance
 - 10.1 By City. City shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event City fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at City's sole cost and expense. Upon the cessation of use of the Project by City, City shall remove the structure and restore CSXT's property to its original condition, at City's sole cost and expense, to CSXT's satisfaction.
 - 10.2 Alterations. City shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, City and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, City or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, City or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, City, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
- 11.2 Compliance with Laws. City shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. City's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. City and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither City nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by City or City's Contractors, or the construction practices, procedures, and professional judgment employed by City or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit City or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF GREENVILLE

By: _____

Print Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Print Name: Tony C. Bellamy

Title: Director Project Management – Public Projects

EXHIBIT A

ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. City shall let by contract to its Contractors:
 - 1. Construct the Tar River Greenway Trail beneath an existing CSXT undergrade Bridge, and all associated work.

- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary Engineering Services
 - 2. Construction Engineering/Inspection Services
 - 3. Flagging Services
 - 4. Signal & Communications Work (mark outs)

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by City to CSXT for its review and approval:

City of Greenville – South Tar River Greenway, Phase 3 (EB-5539). Sheets C-16, 1, S-1 through S-2, S-18 through S-24. Drawing prepared by Kimley-Horn & Associates, Inc. for the City of Greenville and received by AECOM 3/3/2017 & 5/3/17.

City of Greenville – South Tar River Greenway, Phase 3 Structural Design Calculations. Sheets 1 through 166. Calculations prepared by Kimley-Horn & Associates, Inc. and received by AECOM March 3, 2017.

City of Greenville – South Tar Greenway EB-5539 – Pile Supported Slab at STA. 124+30.56-L4 Specifications. Pages 1 through 3. Prepared by Kimley-Horn & Associates, Inc. and received by AECOM 5/3/2017.

NOTE: In the event subsequent plan submissions are made by City to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency, as amended from time to time.

“Agency” shall mean the **City of Greenville, North Carolina**

“Agency Representative” shall mean the authorized representative of **The City of Greenville, North Carolina**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on

CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.

- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

- 1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

- b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
- d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
- e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

ESTIMATE SUBJECT TO REVISION AFTER: 7/24/2020 **DOT NO.:** TBD
CITY: Greenville **COUNTY:** Parmele **STATE:** NC
DESCRIPTION: Preliminary engineering, Construction Engineering and Inspection, and Flagging Services for the proposed construction of the Tar River Greenway Trail beneath an existing CSXT bridge.
REGION: Florence **SUB-DIV:** Parmele **MILE POST:** AA-148.94
AGENCY PROJECT NUMBER: EB-5539

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$	1,000
212	Contracted & Administrative Engineering Services	\$	2,400
Subtotal		\$	3,400

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	\$	2,000
212	Contracted & Administrative Engineering Services	\$	43,700
Subtotal		\$	45,700

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	\$	-
50	Labor (Foreman/Inspector) 80 Days @ \$ 527.00	\$	42,160
70	Additive (Transportation Department)	\$	-
50	Additive 118.86% (Engineering Department)	\$	50,111
230	Expenses (Engineering Department) 80 Days @ \$ 146.61	\$	11,729
230	Expenses (Transportation Department)	\$	-
Subtotal		\$	104,000

SIGNAL & COMMUNICATIONS WORK: \$ 4,146

TRACK WORK: \$ 157,246

PROJECT SUBTOTAL: \$ 15,725

900 **CONTINGENCIES:** 10.00%

<u>PROJECT TOTAL:</u>	*****	\$	172,971
<u>CURRENT AUTHORIZED BUDGET:</u>	*****	\$	172,971
<u>TOTAL SUPPLEMENT REQUESTED:</u>	*****	\$	-

DIVISION OF COST:

Agency	<u>100.00%</u>	\$	-
Railroad	<u>0.00%</u>	\$	172,971

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: E. Yessick Approved by: **TJC** CSXT Public Project Group
 DATE: 07/25/19 REVISD: 01/00/00 DATE: 07/25/19

EXHIBIT E

PAYMENT SCHEDULE

Upon execution and delivery of the fully executed Construction Agreement, City will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to City. City shall make such additional deposit within thirty (30) days following delivery of such invoice to City.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

- (i). Broad Form Nuclear Exclusion - IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

Project: Greenville, Pitt County, North Carolina – Proposed construction of the Tar River Greenway Trail beneath an existing CSXT undergrade Bridge, DOT # TBD, Milepost AA-148.94, Southern East Division, Parmele Subdivision, CSXT OP # NC0725

SCHEDULE I

CONTRACTOR’S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. (“CSXT”) and to induce CSXT to permit Contractor on or about CSXT’s property for the purposes of performing work in accordance with the Agreement dated _____, 20__, between the City of Greenville and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____



City of Greenville, North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Approval to purchase new stormwater vehicles for the Public Works Department

Explanation: **Abstract:** The Public Works Department is requesting to purchase four new stormwater vehicles using \$798,150 of stormwater funding.

Explanation: The Public Works Department is requesting approval to purchase the following new stormwater vehicles that will be used in the maintenance, repair, and clean-up of storm drains and ditches. These vehicles will be purchased through the NC Sheriff's Association Contract.

- (1) International Vac-Con Vacuum Truck
- (1) Ford F550 Crew Cab w/ Dump Bed
- (1) International HV607 Dump Truck w/ 14' Flat Dump
- (1) International HV607 Dump Truck w/ 15' Flat Dump

Fiscal Note: Funding for these purchases will come from the Stormwater Fund (\$798,150).

Recommendation: City Council approve the purchase of the four new stormwater vehicles utilizing stormwater funding.

ATTACHMENTS:

- ▣ **New Vehicle Info - SW**

Proposed Stormwater Vehicles

#	Dept.	New Model Description	New Model Make/Model	Actual Cost	Contract
1	PWD/Stormwater	Vac-Truck	International Vac-Con Titan 12yd. \$424,378 - Nozzle Kit \$5,896.82 - Easement Machine - \$53,500	\$ 483,775	Sherriff Association
2	PWD/Stormwater	Crew/Dump	Ford F550-Crew Cab Dump bed	\$ 68,456	Sherriff Association
3	PWD/Stormwater	Dump Truck	International HV607-Dump Truck 14 Side Single Axel	\$ 114,225	Sherriff Association
4	PWD/Stormwater	Dump Truck	International HV607-Dump Truck 15 Side Tantom Axle	\$ 131,694	Sherriff Association
TOTAL				\$ 798,150	



City of Greenville, North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Purchase of replacement vehicles and equipment for various City departments

Explanation: **Abstract:** The Public Works Department is requesting the purchase of 27 replacement vehicles and/or equipment for various City departments at a cost of \$3,813,549 by utilizing monies available in the FY 2020 Vehicle Replacement Fund.

Explanation: The Public Works Department is requesting approval to purchase the following list of vehicles and equipment, as they have met the replacement criteria set by the City Replacement program. These items will be purchased as follows:

Purchased thru Bid:

(1) 4,000 Watt Light Tower – Replacing #6742

Houston-Galveston Area Cooperative Purchasing Program:

(1) Pierce Velocity Tiller Pumper/Ascendant Ladder Truck - Replacing #4915

(1) Pierce Impel Pumper Truck - Replacing #6580

NC Ground Maintenance Equipment 5158 Contract:

(1) John Deere Z930/Bushel Dump Mower - Replacing # 6856

(1) John Deere 2930M Mower – Replacing #6862

(1) John Deere 6105E Mower w/ side and flail mowers – Replacing #6944

(1) John Deere Z930 Mower – Replacing # 8163

NC State Contract #201601389:

(1) Chevrolet Tahoe – Replacing #8049

NC Contract #768

(1) Caterpillar Asphalt Roller – Replacing #4165

NC Sheriff's Association Contract:

(2) Ford Responder Pickup Truck – Replacing #'s 8173, 8175

(4) Ford Interceptors – Replacing #'s 6601, 6602, 6965, 6907

- (1) Ford E-450 Tour Bus – Replacing #6624
- (1) Ford F150 Pickup Truck – Replacing #6889
- (1) Ford F250 Pickup Truck w/ Utility Body – Replacing #6628
- (1) Ford F250 Pickup Truck w/ Dump Body – Replacing #6754
- (1) Ford F250 Pickup Truck – Replacing# 7006
- (1) International 607 Dump Truck – Replacing #6728
- (1) Godwin Snow Plow thru NC Sheriff’s Association Contract – Replacing #6080
- (1) Ford F350 Pickup Truck w/ Dump Body – Replacing #6755
- (1) Ford F350 Pickup Truck w/ Dump Bed – Replacing #6704
- (1) Ford F350 Flat Bed Dump Pickup Truck – Replacing #6753
- (1) Ford Transit 350 Passenger Van – Replacing #6881
- (1) Ford Interceptors – Replacing # 8101

Fiscal Note: Funding for these purchases will come from the Vehicle Replacement Fund (\$3,813,549) which has a budget of \$5,070,924 for FY 2020.

Recommendation: City Council approve the purchase of the 27 vehicles/equipment as listed using the Vehicle Replacement Fund.

ATTACHMENTS:

- ☐ Replacement

City of Greenville
 Vehicle Replacement Fund
 Vehicles Scheduled for Replacement per October 2019 Agenda Item

#	Dept.	Model Year	Description	Model ID	To Be Replaced With:	Description of Replacement Make/Model	Replacement Cost	Expected Life (Years)	Actual Life (Years)	Target Meter Miles/ HRS	Actual Meter Miles	Actual Average Miles/HRS Per Year	Actual Maint Cost Since 2015	Average Maint per Year
1	Police	2007	Light Tower	AMI- 4,000 Watt-Light Tower	Light Tower	Perkins 403F-11 Light Tower	\$ 10,900	10	12			0	\$ 3,912	\$ 977.89
3	Fire/EMS	2001	Ladder Truck	ENO-ISM-450	Tiller-Pumper/Ladder	Pierce Velocity Tiller Pumper/107 Ascendant Ladder	\$ 1,836,320	15	14	75,000	103,089		\$ 36,834	\$ 9,208.54
4	Fire/EMS	2005	Pumper	Pierce Quint-Enforcer	Pumper	Pierce Impel Pumper	\$ 828,532	15	13	75,000	87,854	6758	\$ 135,388	\$ 33,847.02
7	PWD	2008	Mower	John Deere 997	Mower	John Deere Z930 Ztrack/Bushel Dump	\$ 13,255	6	11				\$ 9,374	\$ 2,343.51
8	PWD	2008	Mower	John Deere Mower	Mower	John Deere Z930M Ztrack	\$ 10,556	6	11				\$ 6,941	\$ 1,735.14
9	PWD	2009	Tractor	John Deere Tractor 5095M	Tractor with mower	John Deere 6105E with Right side flail mower and rear flail mower	\$ 95,920	10	10				\$ 22,354	\$ 5,588.50
12	R&P	2013	Mower	Exmark Mower Lazer-Z-LZS801K	Mower	John Deere Z930ZTrack	\$ 9,896	6	6			0	\$ 8,823	\$ 2,205.74
13	Fire/EMS	2012	SUV	Chevrolet Tahoe	SUV	Chevrolet Tahoe	\$ 42,133	10	7	75,000	91,993	13142	\$ 21,338	\$ 5,334.45
15	PWD	1999	Air Compressor	ARM-PDS185S	Roller	Caterpillar Asphalt Roller 4 Tons	\$ 62,841	10	20			0	\$ 1,378	\$ 344.55
17	Fire/EMS	2014	SUV	Chevrolet Tahoe	Pickup Truck	Ford Responder	\$ 42,133	10	6	75,000	102,717	17120	\$ 21,338	\$ 5,334.45
18	Fire/EMS	2014	SUV	Chevrolet Tahoe	Pickup Truck	Ford Responder	\$ 42,133	10	6	75,000	90,776	15129	\$ 20,444	\$ 5,110.94
19	Police	2010	Sedan	Ford Crown Victoria	SUV	Ford Interceptor	\$ 58,772	5	12	75,000	104,475	8706	\$ 21,706	\$ 5,426.60
20	Police	2010	Sedan	Ford Crown Victoria	SUV	Ford Interceptor	\$ 58,772	5	12	75,000	126,231	10519	\$ 13,659	\$ 3,414.73
21	Police	2010	Sedan	Ford Crown Victoria	SUV	Ford Interceptor	\$ 58,772	5	12	75,000	132,099	11008	\$ 21,435	\$ 5,358.86
22	Police	2009	Sedan	Chevrolet Impala	SUV	Ford Interceptor	\$ 58,772	5	9	75,000	73,332	8148	\$ 16,836	\$ 4,208.90
23	Police	2006	Tour Bus	Ford E-450 Tour bus	Tour Bus	Ford E-450 Tour Bus	\$ 68,543	10	13	75,000	92,301	7100	\$ 21,011	\$ 5,252.66
24	Police	2009	Pickup	Ford F-150	Pickup Truck	Ford F150	\$ 32,323	10	10	75,000	96,731	9673	\$ 11,796	\$ 2,949.01
25	PWD	2007	Pickup-Utility Body	Ford F-250 Utility Body	Pickup Truck/ Utility Body	Ford F250 Utility body	\$ 41,602	10	13				\$ 6,555	\$ 1,638.67
26	PWD	2008	Pickup truck	Ford F-350 Pickup Truck	Pickup Truck /Dump body	Ford F250 with dump body	\$ 42,273	10	11				\$ 11,865	\$ 2,966.21
28	PWD	2011	Pickup	Ford F250-XL	Pickup Truck	Ford F250 6.75 bed	\$ 31,500	10	9	75,000	81,972	9108	\$ 13,117	\$ 3,279.19
30	PWD	2008	Dump Truck	International 4300 Dump Truck	Dump truck	International Model 607	\$ 115,675	10	11	75,000	57,307		\$ 27,099	\$ 6,774.69
32	PWD	2004	Plow	Monroe Snow Plow MP38R10-ISTE	Snow Plow	Godwin Snow Plow 120m 11X42	\$ 8,785						\$ 2,055.00	\$ 513.75
33	PWD	2008	Med-Dump	Ford F-350 Dump Truck	Dump truck	Ford F550/Dump Body	\$ 68,456	10	10	75,000	75,702	7570	\$ 14,292	\$ 3,572.91
35	R&P	2008	Pickup Truck w/ Dump Bed	Ford F350 Dump bed	Pickup Truck w/ Dump bed	Ford F350 Dump bed	\$ 49,044	10	11	75,000	61,646	5604	\$ 16,063	\$ 4,015.73
37	R&P	2008	Pick-up Truck	Ford F250-XL	Pickup Truck	Ford F350 Flat bed dump	\$ 46,502	10	11	75,000	70,465	6406	\$ 14,189	\$ 3,547.37
38	R&P	2009	Passenger Van	Ford E-350	Passenger Van	Ford Transit-350 Med Roof Passenger Van	\$ 37,002	10	11	75,000	115,414	10492	\$ 7,040	\$ 1,760.07
40	R&P	2013	SUV	Chevrolet Tahoe	SUV	Ford Interceptor	\$ 42,135	10	7	75,000	107,351	15336	\$ 15,701	\$ 3,925.25

Replace Totals	\$ 3,813,549	238	278	1,350,000	1,671,455	161,820	\$ 522,541	\$ 130,635
Budget	\$ 5,070,924							
Difference	\$ 1,257,375	Used to Cover Tag/Titles						



City of Greenville, North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

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

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

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

Payee	Adjustment Refunds	Amount
Clark Fraser	Registered Motor Vehicle	113.45
Darron Carmon	Registered Motor Vehicle	326.51
Edna Dixon	Registered Motor Vehicle	117.23
Edward Griffin	Registered Motor Vehicle	248.15
Jenna Aldridge	Registered Motor Vehicle	113.66
Joseph Michael Jones	Registered Motor Vehicle	105.10
Kenneth Fusell	Registered Motor Vehicle	147.10
Lakesta Anthony	Registered Motor Vehicle	128.22

Linwood Earl Johnson	Registered Motor Vehicle	141.09
McLawhorn Animal Clinic Mobile Unit	Registered Motor Vehicle	199.29
New Vision Faith Ministries	Registered Motor Vehicle	200.97
Opendoor International Inc.	Registered Motor Vehicle	184.67
Paul Douglas Barry	Registered Motor Vehicle	1,204.02
Saswata Sanyal	Registered Motor Vehicle	774.90
Susan Lassiter	Registered Motor Vehicle	130.77
Town of Ayden	Real Estate	253.99
Tyler Barrow	Registered Motor Vehicle	112.02
Wendy Harrell	Registered Motor Vehicle	119.36
William Galloway	Real Estate	180.21
	REFUND TOTAL:	\$4,800.71

Fiscal Note: The total to be refunded is \$4,800.71.

Recommendation: Approval of tax refunds by City Council



City of Greenville,
North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Human Relations Council
- b. Youth Council
- c. Public Transportation and Parking Commission

Explanation: The Human Relations Council, Youth Council, and Public Transportation and Parking Commission are scheduled to make their annual presentations to City Council at the October 7, 2019 meeting.

Fiscal Note: No direct cost

Recommendation: Hear the presentations from the Human Relations Council, Youth Council, and Public Transportation and Parking Commission.



City of Greenville, North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Presentation by Seacoast Communities related to the private development of the Imperial Tobacco warehouse property

Explanation: **Abstract:** As owner of the former Imperial Tobacco warehouse site, the City has been working toward a partnership for redevelopment of the property. In March 2019, the City began working with Seacoast to move forward a development on the Imperial site that would be completed in two phases and consist of a boutique hotel and non-student, market-rate housing. Representatives from Seacoast will make a presentation on the proposed development of the Imperial site.

Explanation: The Imperial Tobacco property was initially a tobacco warehouse for the Imperial Tobacco company until 1977, after which the site was utilized as a general goods and materials warehouse until being abandoned around 2000. Sitting along the edge of uptown, the abandoned structure attracted several potential developers who viewed the property as a potential mixed-use development that would attract tenants and revitalize the Dickinson Avenue corridor.

A fire in 2008 rendered the structure unsalvageable and undevelopable. The City purchased the property for approximately \$1.04 million and received a \$400,000 EPA brownfield grant for site remediation in order to clean up the contamination and position the property for development. During the clean-up period, the City purchased adjacent properties so as to increase the site's development potential.

The City commercially listed the property and only received inquiries related to student housing. In 2017, the City released a Request for Proposals (RFP) for the development of the site. Three developers responded to the solicitation: Armada Hoffler, Seacoast/Hallmark, and The Keith Corporation. The proposals were presented to City Council on February 8, 2018, at which time Council directed staff to perform additional due diligence related to a partnership with Seacoast/Hallmark and The Keith Corporation.

The City worked with both Seacoast and The Keith Corporation from February 2018 through March 2019 to solicit businesses interested in locating office space on the

Imperial site. Such efforts did not lead to an agreement to build office space as the pre-leasing levels required by the developer to receive project financing could not be reached.

The City began working with Seacoast in March 2019 to move forward a development on the Imperial site that would be completed in two phases. The first phase included the development of a hotel on the portion of the Imperial property that fronts Dickinson Avenue. The hotel is envisioned to be a boutique style hotel with the amenities, features, and character recognized by the hospitality industry to be boutique in nature. The hotel would have a minimum of 90 rooms with a hospitality rated minimum of three stars.

Phase two of the project would include non-student, market-rate professional units. The market-rate housing units would consist of a combination of studio, one bedroom, and two bedroom units marketed to young professionals wishing to live in the uptown district and experience, the "live, work, play" lifestyle. There would be no "quad style" units within the project, and leases would be structured so as not to allow parents of residents to co-sign on the lease.

Both phases are modeled at a combined investment of over \$41 million. At the meeting, Seacoast Communities will present to Council and the public their vision for the Imperial project and summarize each phase of the proposed project.

Fiscal Note: No direct cost at this time

Recommendation: Hear the presentation by Seacoast Communities related to the development of the Imperial Tobacco warehouse property.



City of Greenville,
North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Discussion on movable litter cameras

Explanation: Council Member Will Bell requested an item be added to the agenda to discuss movable litter cameras as a possible means to enforce littering laws.

Fiscal Note: No direct cost

Recommendation: Discuss the issue as requested by Council Member Bell.



City of Greenville,
North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Discussion on incomplete sidewalks throughout the city

Explanation: Council Member Will Bell requested an item be added to the agenda to discuss incomplete sidewalks throughout the city.

Fiscal Note: No direct cost

Recommendation: Discuss the issue as requested by Council Member Bell.



City of Greenville,
North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Discussion of obstructions on sidewalks

Explanation: Council Member Will Bell requested an item be added to the agenda to discuss obstructions on sidewalks.

Fiscal Note: No direct cost

Recommendation: Discuss the issue as requested by Council Member Bell.



City of Greenville,
North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Discussion of Phase 3 of the Greenway

Explanation: Council Member Will Bell requested that an item be added to the agenda to discuss Phase 3 of the Greenway.

Fiscal Note: No direct cost

Recommendation: Discuss the issue as requested by Council Member Bell.



City of Greenville, North Carolina

Meeting Date: 10/7/2019
Time: 6:00 PM

Title of Item: Budget ordinance amendment #3 to the 2019-2020 City of Greenville budget (Ordinance #19-031)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2019-2020 budget.

Explanation: Attached for consideration at the October 7, 2019, City Council meeting is an ordinance amending the 2019-2020 City of Greenville budget (Ordinance #19-031).

For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To move funding associated with Parking into its own division within the General Fund under Police.	General	-
B	To appropriate fund balance to cover Façade grants that were awarded from previous year funds.	General	\$ 22,886
C	To appropriate fund balance within the Convention & Visitors Bureau to cover the costs of additional marketing, contracted services, and advertising costs.	CVA	\$ 45,965
D	To reduce the transfer to the Facilities Improvements Program (FIP) and increase Public Works to cover the cost of the Mast Arm Poles design contract.	General	-
E	To move funds from the Public Works Department to the newly established Engineering Department.	General Stormwater	-

Fiscal Note:

The budget ordinance amendment affects the following funds:

<u>Fund Balance</u>	2019-20 Original <u>Budget</u>	<u>Amend #3</u>	2019-20 Budget per <u>Amend #3</u>
General	\$ 85,687,681	\$22,886	\$ 85,710,567
Debt Service	5,559,881	-	5,559,881
Public Transportation (Transit)	3,328,434	-	3,328,434
Fleet Maintenance	4,561,394	-	4,561,394
Sanitation	7,895,860	-	7,895,860
Stormwater	7,368,459	-	7,368,459
Housing	1,733,500	-	1,733,500
Health Insurance	14,003,384	-	14,003,384
Vehicle Replacement	4,700,179	-	4,700,179
Facilities Improvement	1,280,000	(100,000)	1,180,000
Capital Reserve	390,000	-	390,000
Convention & Visitors Authority	1,599,082	45,965	1,645,047
Sheppard Memorial Library	2,515,964	-	2,515,964
Public Works Capital Projects	55,970,096	-	55,970,090
Rec & Parks Capital Projects	9,531,712	-	9,531,712
Fire/Rescue Capital Projects	6,000,000	-	6,000,000
Donations	280,687	-	280,687
Greenways Capital Project	6,565,846	-	6,565,846
Street Improvement Bond	16,852,567	-	16,852,567
Red Light Camera Program	1,400,000	-	1,400,000
FEMA-Hurricane Project	2,212,100	-	2,212,100

Recommendation: Approve budget ordinance amendment #3 to the 2019-2020 City of Greenville budget (Ordinance #19-031).

ATTACHMENTS:

▣ **Budget_ordinance_amendment__3_1116256**

**ORDINANCE NO. 19-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#3) Amending the 2019-20 Budget (Ordinance #19-031)**

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #19-031 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Revised Budget	Budget Amendment #3						2019-20 Budget per Amend #3
		A.	B.	C.	E.	F.	Total Amend #3	
ESTIMATED REVENUES								
Property Tax	\$ 34,306,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,306,950
Sales Tax	20,404,423	-	-	-	-	-	-	20,404,423
Video Prog. & Telecom. Service Tax	869,544	-	-	-	-	-	-	869,544
Rental Vehicle Gross Receipts	165,181	-	-	-	-	-	-	165,181
Utilities Franchise Tax	7,100,000	-	-	-	-	-	-	7,100,000
Motor Vehicle Tax	1,568,863	-	-	-	-	-	-	1,568,863
Other Unrestricted Intergov't	895,982	-	-	-	-	-	-	895,982
Powell Bill	2,182,000	-	-	-	-	-	-	2,182,000
Restricted Intergov't Revenues	597,674	-	-	-	-	-	-	597,674
Licenses, Permits and Fees	4,433,229	-	-	-	-	-	-	4,433,229
Rescue Service Transport	3,205,109	-	-	-	-	-	-	3,205,109
Parking Violation Penalties, Leases,	247,302	-	-	-	-	-	-	247,302
Other Sales & Services	389,868	-	-	-	-	-	-	389,868
Other Revenues	864,187	-	-	-	-	-	-	864,187
Interest on Investments	850,000	-	-	-	-	-	-	850,000
Transfers In GUC	6,639,369	-	-	-	-	-	-	6,639,369
Appropriated Fund Balance	968,000	-	22,886	-	-	-	22,886	990,886
Total Revenues	\$ 85,687,681	\$ -	\$ 22,886	\$ -	\$ -	\$ -	\$ 22,886	\$ 85,710,567
APPROPRIATIONS								
Mayor/City Council	\$ 525,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,033
City Manager	2,302,683	(251,930)	-	-	-	-	(251,930)	2,050,753
City Clerk	284,263	-	-	-	-	-	-	284,263
City Attorney	531,965	-	-	-	-	-	-	531,965
Human Resources	2,883,262	-	-	-	-	-	-	2,883,262
Information Technology	3,216,356	-	-	-	-	-	-	3,216,356
Engineering	-	-	-	-	4,936,605	4,936,605	-	4,936,605
Fire/Rescue	15,890,521	-	-	-	-	-	-	15,890,521
Financial Services	2,603,807	-	-	-	-	-	-	2,603,807
Recreation & Parks	7,378,046	-	-	-	-	-	-	7,378,046
Police	25,732,748	251,930	-	-	-	-	251,930	25,984,678
Public Works	10,709,898	-	-	-	100,000	(4,936,605)	(4,836,605)	5,873,293
Planning & Development	3,002,499	-	22,886	-	-	-	22,886	3,025,385
OPEB	700,000	-	-	-	-	-	-	700,000
Contingency	100,000	-	-	-	-	-	-	100,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	-	-	(1,950,887)
Capital Improvements	-	-	-	-	-	-	-	-
Total Appropriations	\$ 73,910,194	\$ -	\$ 22,886	\$ -	\$ 100,000	\$ -	\$ 122,886	\$ 74,033,080
OTHER FINANCING SOURCES								
Transfers to Other Funds	\$ 11,777,487	\$ -	\$ -	\$ -	\$ (100,000)	\$ -	\$ (100,000)	\$ 11,677,487
Total Other Financing Sources	\$ 11,777,487	\$ -	\$ -	\$ -	\$ (100,000)	\$ -	\$ (100,000)	\$ 11,677,487
Total Approp & Other Fin Sources	\$ 85,687,681	\$ -	\$ 22,886	\$ -	\$ -	\$ -	\$ 22,886	\$ 85,710,567

Section II: Estimated Revenues and Appropriations. Pitt-Greenville Convention and Visitors Authority Fund, of Ordinance #19-031 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Original Budget	D.	Total Amend #3	2019-20 Budget per Amend #3
ESTIMATED REVENUES				
Occupancy Tax (2%)	\$ 816,014	\$ -	\$ -	\$ 816,014
Occupancy Tax (1%)	408,007	-	-	408,007
Miscellaneous Revenue	275,000	-	-	275,000
Investment Earnings	482	-	-	482
Appropriated Fund Balance	99,579	45,965	45,965	145,544
Total Revenues	<u>\$ 1,599,082</u>	<u>\$ 45,965</u>	<u>\$ 45,965</u>	<u>\$ 1,645,047</u>
APPROPRIATIONS				
Pitt-Greenville Convention and Visitors Authority	\$ 1,599,082	\$ 45,965	\$ 45,965	\$ 1,645,047
Total Appropriations	<u>\$ 1,599,082</u>	<u>\$ 45,965</u>	<u>\$ 45,965</u>	<u>\$ 1,645,047</u>

Section III: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #19-031 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Original Budget	E.	Total Amend #3	2019-20 Budget per Amend #3
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,280,000	\$ (100,000)	\$ (100,000)	\$ 1,180,000
Transfer from Capital Reserve	-	-	-	-
Total Revenues	<u>\$ 1,280,000</u>	<u>\$ (100,000)</u>	<u>\$ (100,000)</u>	<u>\$ 1,180,000</u>
APPROPRIATIONS				
Capital Improvements	\$ 1,280,000	\$ (100,000)	\$ (100,000)	\$ 1,180,000
Total Appropriations	<u>\$ 1,280,000</u>	<u>\$ (100,000)</u>	<u>\$ (100,000)</u>	<u>\$ 1,180,000</u>

Section IV: Estimated Revenues and Appropriations. Stormwater Management Utility Fund, of Ordinance #19-031 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2019-20 Original Budget	F.	Total Amend #3	2018-19 Budget per Amend #3
ESTIMATED REVENUES				
Stormwater Utility Fee	\$ 5,941,000	\$ -	\$ -	\$ 5,941,000
Appropriated Fund Balance	1,427,459	-	-	1,427,459
Total Revenues	<u>\$ 7,368,459</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,368,459</u>
APPROPRIATIONS				
Public Works	\$ 4,134,929	\$ (2,008,873)	\$ (2,008,873)	\$ 2,126,056
Engineering	-	2,008,873	2,008,873	2,008,873
Capital Projects	1,437,265	-	-	1,437,265
Transfer Out	1,296,265	-	-	1,296,265
Preventative Maintenance	500,000	-	-	500,000
Total Appropriations	<u>\$ 7,368,459</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,368,459</u>

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

Adopted this 7th day of October, 2019

P. J. Connelly, Mayor

ATTEST:

Polly Jones, CMC