



Agenda

Greenville City Council

October 19, 2020

6:00 PM

This meeting will be virtual and conducted via Zoom. See the City's website (www.greenvillenc.gov) for details.

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 Litchfield**
- 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. Appointments

1. Appointments to Board and Commissions

VIII. Consent Agenda

2. Resolution declaring as surplus and authorizing the disposition of three assets by electronic auction
3. Professional Services Contract Between the City of Greenville and Kimley-Horn for the Design of the New Community Pool
4. Professional Services Contract Between the City of Greenville and HH Architecture for the Renovation of the Eppes Recreation Center
5. Ordinances and Resolutions Updating Boards and Commissions

IX. Old Business

6. Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to create standards for Agricultural Master Plan Communities
7. Ordinance requiring the repair or the demolition and removal of the dwelling located at 1603 Chestnut Street, Tax Parcel 09513
8. Rental Assistance to Support Small Business Incubation
9. Naming of the City Adventure Park

X. New Business

Public Hearings

10. Multifamily Housing Revenue Bonds to Finance a Portfolio of Affordable Multifamily Housing Developments, including Glendale Court Apartments in the City of Greenville

Other Items of Business

11. Resolution and lease agreement with Greenville Utilities Commission for a City-owned parcel on North Greene Street for use as pump station
12. Public art recommendation for mural on the 4th Street Parking Garage
13. Public art recommendation for traffic signal boxes

14. Public art recommendation for a street mural on 1st Street between Cotanche and Washington Streets

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Appointments to Board and Commissions

Explanation: City Council appointments need to be made to the Historic Preservation Commission, Human Relations Council, Pitt-Greenville Convention and Visitors Authority, Sheppard Memorial Library Board, and Youth Council.

The City Council updated the Boards and Commission Policy on October 9, 2017 to include a provision for extended vacancies:

Nominations for Extended Vacancies

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

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

- Maurice Whitehurst- Human Relations Council
- 7 seats on the Youth Council

Fiscal Note: No direct fiscal impact

Recommendation: Make appointments to the Historic Preservation Commission, Human Relations Council, Pitt-Greenville Convention and Visitors Authority, Sheppard Memorial Library Board, and Youth Council.

ATTACHMENTS:

- ▣ **Appointments_to_Boards_and_Commissions_October19_2020_1135924**

Appointments to Boards and Commissions

October 2020

Historic Preservation Commission

Council Liaison: Council Member Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Jake Hochard	2	First term	Resigned	May 2023

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Maurice Whitehurst <i>(Pitt Community College)</i>	2	Second term	Did not meet attendance Requirement	Oct. 2015
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Pitt-Greenville Convention and Visitors Authority

Council Liaison: Council Member Brian Meyerhoeffer

Name	District #	Current Term	Reappointment Status	Expiration Date
Dede Carney	5	Second term	Ineligible	July 2020

Sheppard Memorial Library Board

Council Liaison: Council Member Rick Smiley

Name	District #	Current Term	Reappointment Status	Expiration Date
Chris Ulffers	2	Filling Unexpired Term	Eligible	October 2020

Youth Council

Council Liaison: Mayor Pro-Tem Rose Glover

Current Name	Reappointment Term	Expiration Status	Date
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7 spots open

Seats that are open to nominations from the City Council are highlighted.

Applicants for Historic Preservation Commission

None.

Applicants for Human Relations Council

None.

Applicants for
Pitt-Greenville Convention and Visitors Authority

None.

Applicants for Sheppard Memorial Library Board

None.

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Resolution declaring as surplus and authorizing the disposition of three assets by electronic auction

Explanation: The Public Works Department has determined that the three heavy-duty vehicles and equipment listed below are surplus to its needs. The equipment has been removed from the fleet, and staff is requesting that City Council declare these items as surplus and authorize the sale of equipment via GovDeals, the City's on-line auction service.

All assets are obsolete, experiencing multiple repairs, and/or are beyond their useful life.

The Financial Services Manager has authority to surplus property with an estimated value of less than \$30,000. The items listed are valued over \$30,000; therefore, City Council is asked to declare these items as surplus and authorize their disposition.

Asset#	Year	Make	Model	Type	Miles	VIN#
6636	2007	Chevrolet	C8500	Knuckle Boom Truck	222,222	1GBP8C1317F404423
6744	2007	Chevrolet	C8500	Knuckle Boom Truck	100,871	1GDP8C1B98F403939
8017	2012	International	7400	Rear Loader	57,128	1HTWGZR2CJ600419

Fiscal Note: The sale of each item is estimated to produce revenue of \$30,000 or more. The revenue received will be returned to the Vehicle Replacement Fund.

Recommendation: Approve the resolution declaring these three items as surplus and authorize the Financial Services Manager to proceed with the sale of equipment via electronic auction.

ATTACHMENTS:

- ▣ **Resolution**

RESOLUTION NO.
RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
AND AUTHORIZING ITS DISPOSITION BY ELECTRONIC AUCTION

Asset#	Year	Make	Model	Type	Miles	VIN#
6636	2007	Chevrolet	C8500	Knuckle Boom Truck	222,222	1GBP8C1317F404423
6744	2007	Chevrolet	C8500	Knuckle Boom Truck	100,871	1GDP8C1B98F403939
8017	2012	International	7400	Rear Loader	57,128	1HTWGZR2CJ600419

WHEREAS, it is the desire of the City Council of the City of Greenville to sell by electronic auction to the highest bidder the above listed property; and,

WHEREAS, North Carolina General Statutes 160A-270 provides for the sale of such City property by electronic auction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above listed property is hereby declared as surplus and the Financial Services Manager is hereby authorized to sell the above listed property to the highest bidder on October 30, 2020, at 3:00 p.m. via electronic auction on GovDeals - www.govdeals.com, said electronic address being where the information about the property to be sold can be found and where electronic bids may be posted.

BE IT FURTHER RESOLVED that the property listed above will be sold in accordance with the electronic auction procedure utilized by the Financial Services Manager to sell surplus property and shall be sold on an `as is` basis with the sale being final and that the City of Greenville reserves the right to reject any and all bids.

BE IT FURTHER RESOLVED that a notice summarizing the contents of this resolution may be published solely by electronic means and that the auction shall occur no sooner than ten (10) days after its publication.

This 19th day of October, 2020.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Document#1135517-v1



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Professional Services Contract Between the City of Greenville and Kimley-Horn for the Design of the New Community Pool

Explanation: The City of Greenville currently has one outdoor, public swimming pool facility, located in Guy Smith Park. It is approximately 48 years old and has reached the end of its useful life. Staff have planned for its replacement with hopes of moving a capital replacement project forward expeditiously in order to avoid our community losing a season of outdoor swimming opportunities.

In order to provide City residents with a high quality outdoor aquatic facility, the City solicited professional architectural and design services for the construction of the following:

- A competition lap pool
- A separate zero-depth entry recreation pool with a play structure
- Changing rooms and concessions
- Shade structures

A Request for Qualifications (RFQ) for design services was published August 27, 2020. Nine Statements of Qualifications (SOQs) were received by the September 17, 2020 deadline.

An evaluation team met September 23, 2020 to review the SOQs and to score and select the firm to engage for the design services. Each firm's score was based on the quality of their proposal, qualifications, and experience in aquatics facility design. Based on their rankings, staff selected Kimley-Horn as the preferred design firm.

On October 8, 2020, City Council approved the selection of Kimley-Horn as the design firm for the new community pool. Staff now requests approval of a contract with Kimley-Horn for professional design services of the new community pool facility.

Attached for Council consideration is the proposed design contract between the City and Kimley-Horn. The following are a few highlights of the contract:

- Kimley-Horn shall complete the following tasks per the contract:
 - Provision of contract documents that include a site plan
 - Construction documents
 - A project manual
 - Technical specifications
 - Statement of probable construction cost

- As specified in Section 3 of the contract, all final design documents shall be completed and delivered to the City within four (4) months from the contract date.

- As specified in Section 4 of the contract, the Designer shall include liquidated damages in the bid documents and project manual for the contractor selected by the City for the project. The anticipated date for the project to open to the public is May 15, 2022. The amount of liquidated damages for the contractor shall be set at \$1,000 per day after the construction completion date of May 15, 2022.

- As specified in Section 5 and 6 of the contract, Kimley-Horn shall complete all tasks for a contracted price not to exceed \$350,000.00, which represents 10% of the total project cost inclusive of design fees.

- As a component of Kimley-Horn's scope of work per the contract, Kimley-Horn will manage the construction phase of the project to include bi-weekly site visits so as to assist in expediting the construction process and addressing any design questions that arise.

Fiscal Note: The design of this facility is part of the Council Adopted Fiscal Year 2020-21 Budget for replacement of the City's Community Pool. Design cost per the contract shall not exceed \$350,000.00.

Recommendation: Approve and execute the professional services contract with Kimley-Horn for the new community pool.

ATTACHMENTS:

- ▣ Design Services Contract - Aquatic Facility - Kimley Horn 1136657

This contract is made and entered into as of the _____ day of _____, 20____, by the City of Greenville (“City”) and Kimley-Horn and Associates, Inc. (“Designer”), a professional corporation organized and existing under the laws of North Carolina.

Section 1: Background and Purpose.

Greenville’s only existing outdoor aquatic swimming facility located at 2113 Myrtle Ave, is close to 50 years old. The current facilities are outdated and inadequate in serving its users. In addition, there are existing site constraints and other long term uses planned for the existing site so a new location is now preferred over the current site.

In an effort to address innovations in aquatic programming over the last 50 years and provide Greenville residents with a state of the art outdoor aquatic facility, the City is seeking professional architectural and design services for the provision of contract documents that includes site plan, construction documents, project manual, technical specifications and a statement of probable construction cost. The project shall include a competition lap pool and a separate zero-depth entry recreation pool with a play structure. Additionally, the project shall include changing rooms, concessions, and shade structures. Additional site improvements for the project that should be included in this scope of work may include substantial parking upgrades, ADA compliant sidewalks, and related facility amenities.

The site currently under consideration for the new community pool is parcel #28959 (Eppes Recreation Center Site at Thomas Foreman Park) located at 400 Nash Street, Greenville, NC.

Section 2: Services and Scope to be Performed.

The Designer shall provide design services as outlined in Attachment D.

Section 3: Notice to Proceed and Schedule.

- (a) Notice to Proceed: Upon award of the Contract, the Designer will receive a Notice to Proceed to develop a comprehensive Schedule. After completion and City approval of the Schedule, the Designer will receive a Notice to Proceed via a letter or email to the Designer. No work shall commence without receiving the Notice to Proceed from the City.

All final design documents shall be completed and delivered to the City within four (4) months from the Contract Date, as specified in Section 2.2.1(c), Contract Deliverables, of the City Request for Qualifications (RFQ) dated and issued August 27, 2020.

- (b) Duration: This Agreement is in effect until June 30, 2022.
- (c) Disputed Items: In the event that the Designer’s invoices and receipts are submitted in compliance with the requirements of this Agreement, if the City disputes any items in any invoices submitted by the Designer, City shall notify the Designer within 60 days of receipt of any disputed item and request clarification and/or remedial action.

Section 4: Liquidated Damages.

- (a) Amount: The Designer shall include Liquidated Damages in the Bid Documents and Project Manual for the Contractor selected by the City for this Project.

(b) Completion of Work: The anticipated opening date for the Project to the public is May 15, 2022. The amount of liquidated damages for the Contractor shall be set at One Thousand dollars (\$1,000) per day after the construction completion date of May 15, 2022.

Section 5: Complete Work without Extra Cost.

Except to the extent otherwise specifically stated in this contract, the Designer shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 6: Compensation.

The Designer shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City, such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Designer a check in payment for all undisputed amounts contained in the invoice.

The City shall not be obligated to pay the Designer any payments, fees, expenses, or compensation other than those authorized by this section. The total dollar amount to be paid under this contract by the City to the Designer shall not exceed \$350,000.00

Section 7: Prompt Payment to Subcontractors.

Designer shall promptly pay all Subcontractors upon receipt of payment from the City. The City may, as a condition of final payment, require the Designer to submit an affidavit stating that all Subcontractors, if any, have been paid in full for any work completed for services provided under the subcontract.

Section 8: Insurance.

The Designer agrees to purchase, at its own expense, insurance coverages to satisfy the following minimum requirements as detailed in this Section. A certificate reflecting the following minimum coverages shall accompany this Contract. The Designer shall not commence services under this Contract until the Designer has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this Contract. Failure to maintain the required insurance coverage shall constitute grounds for Contract termination.

Insurance requirements are as follows:

- (a) Public Liability and Property Damage: The Designer shall take out and maintain, during the life of this Contract, Commercial General Liability Insurance that shall protect from claims for damage for Bodily Injury, Property Damage, Personal Injury, including death which may arise from operations under this contract, whether such operations be by the Designer or by any sub-contractor, sub-consultant, or by anyone directly or indirectly employed by any of the above.

The Minimum Limits of Insurance required are:	
Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products and Completed Operations Aggregate:	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG

00 01 is used it must be approved by the Risk Manager for the City of Greenville. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

The City of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

(b) Automobile Liability Insurance (If Applicable):

Limit of Insurance: \$1,000,000 combined single limit.

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

(c) Workers Compensation Insurance:

Limits of Insurance: Statutory for the State of North Carolina

Employers Liability:

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee.

No sub-contractor may exclude executive officers. Workers Compensation must include all employees.

(d) Cancellation: Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than 30 days after mailing written notice to the assured of such cancellation. The Insurance policies must be endorsed to reflect a 30 day notice of cancellation or material change in coverage be given to the City of Greenville.

(e) Sub-Consultants: If any part of the services to be performed under this Contract is sublet, the sub-Designer shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Designer will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Designer from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

Section 9: Performance of Work by City.

If the Designer fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Designer notice of its intention. The Designer shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this Section.

Section 10: Trade Secrets; Confidentiality.

The Request for Qualifications (RFQ) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Designer's responses to the RFQ). This Section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Designer under this contract. For purposes of this contract, the word "Proposer" in the RFQ section just cited shall mean the "Designer."

Section 11: Termination for Convenience (“TFC”).

- (a) Procedure: Without limiting any party’s right to terminate for breach, the City may, without cause, and in its discretion, terminate this Contract for convenience by giving the Designer written notice that refers to this Section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this Section without City Council action.
- (b) Obligations: Upon TFC, all obligations that are still executory, on both sides, are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC, or as soon afterwards as is practical, and upon the City’s payment to Designer of monies due, the Designer shall deliver to the City all project documents, including partly completed project documents, provided however that the City assumes all risk for use of the project documents after TFC, and the Designer shall be relieved of any liability whatsoever. In case of TFC, the Designer shall follow the City’s instructions as to which Subcontracts to terminate.
- (c) Payment: The City shall pay the Designer an equitable amount for the costs and charges that accrue because of the City’s decisions with respect to the Subcontracts, but excluding profit for the Designer. Within 20 days after TFC, the City shall pay the Designer a one hundred dollar TFC fee and for all services performed except to the extent previously paid for. Services shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the services been completed except to the extent it would be inequitable to either party, and if services were to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for such services. The Designer shall not be entitled to any payment except as stated in this Section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Section 12: Notice.

- (a) Address: All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City of Greenville:
c/o Greenville Recreation and Parks Department
P.O. Box 7207
Greenville, NC 27835

To the Designer:
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27609

- (b) Change of Address & Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 13: Indemnification.

- (a) Hold Harmless: The Designer shall, to the extent permitted under North Carolina law, indemnify and hold harmless the City and its officers and employees from and against all liabilities, damages, losses and costs that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Designer or any sub-consultant or other persons employed or utilized by the Designer in the performance of this Contract except when such liabilities, damages, losses, and costs are proximately caused by or result from the negligence, in whole or in part, of the City or its independent Designers, agents, officers or employees.

- (b) Survival: This Section shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Designer under this contract.
- (c) Compliance with law: It is agreed that this Section shall be applied to the maximum extent allowed by law and limited only as necessary to comply with N.C.G.S. § 22B-1.

Section 14: Ownership of Work Products.

- (a) The Designer hereby assigns to the City, without reservation, all copyrights in all Work-related documents, including sketches, models, photographs, data sets, source code and scripts, and other Work-related expressions created by the Designer. Among those documents are certain “Work Product,” including Work-related deliverables, programs, applications, reports, design drawings, and construction documents. The City’s obligation to pay the Designer is expressly conditioned upon the Designer’s obtaining a valid written comprehensive assignment of copyrights from its subcontractors in terms identical to those that obligate the Designer to the City as expressed in this subsection, which copyrights the Designer, in turn, hereby assigns to the City. The City, in return, hereby grants the Designer and its subcontractors a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the Designer’s performance of its obligations under this Contract for the Designer’s archival records, and for the Designer’s reproduction of drawings and photographs in the Designer’s marketing materials. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Contract by the Designer or the accused commission by the Designer of a tort or a crime affecting the City or the Work or upon termination of this Contract. This nonexclusive license is granted to the Designer alone and shall not be assigned by the Designer to any other person or entity, except that the non-exclusive license granted in this Contract to the Designer for purposes of the Designer’s performance hereunder may be sub-licensed to the Designer’s subcontractors (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon a Designer’s assignment of this nonexclusive license to another or its attempt to do so.
- (b) To the extent that liability arises from misuse of the Work Product by the City or another designer, the Designer shall not be responsible for that misuse. If the City uses the Work Products for purposes including additions to and modifications of the Work, and for other projects, the City shall indemnify the Designer for losses, including reasonable attorneys’ fees, suffered by the Designer as a result of the use of the design and these documents for such other purposes. If these documents are used for other purposes, the City shall see that they are modified (i) to indicate that the Designer did not prepare them for such other purposes and is not responsible for their use in connection with such other purposes and (ii) to delete the Designer’s name and seal from the documents (where permitted or required by law).
- (c) Except for the licenses granted in this Section, no other license or right shall be deemed granted or implied under this Contract. No other Work-related data, expression, or documents may be reproduced by the Designer or its subcontractors for any other purposes without the express written permission of the City.
- (d) If the City subsequently reproduces Work-related documents or creates a derivative work based upon Work-related documents created by the Designer, the City shall (where permitted or required by law) remove or completely obliterate the original professional’s seals, logos, and other indications on the documents of the identity of the Designer and its subcontractors.

Section 15: Standard of Care.

The standard of care for all professional design and related services performed or furnished by Designer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing on similar projects whether such projects can be found locally, regionally or nationally. Subject to the foregoing standard of care, Designer 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. The Designer warrants the accuracy of Designer's representations made to City as to Designer's qualifications and experience during the process in which the City selected the Designer. The Designer represents and warrants that it has the requisite professional licensure and registration required by the State of North Carolina necessary to perform the work.

Section 16: Dispute Resolution and Compensation for Designer's Errors.

- (a) Dispute Resolution: The City and Designer agree to negotiate each dispute between them in good faith during the 30 days after providing the other party with a notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the City and Designer may agree to mediation. If mediation is used and is unsuccessful, then the parties may exercise their rights at law. If, however, such dispute arises after the City has engaged a general contractor for construction work and during the construction administration phase, if any, the City and Designer may avail themselves of the dispute resolution process adopted by the State Building Commission pursuant to G.S. § 143-135.26(11) and G.S. § 143-128(f1).
- (b) Compensation for Designer Design Errors: If (i) the Designer creates plans or specifications containing an error that causes actual construction of a portion of the work that needs to be changed solely because of the Designer's error, and, (ii) the City elects to apply this Section 16 (b), the Designer shall perform all redesign work necessary to correct the error without compensation and shall pay the City all additional construction costs of correcting the error.
- (c) Unforeseen Conditions: An error shall not be grounds for payment under this Section 16 (b) if the error occurred because physical conditions were not in fact known to the Designer or not in fact known to the Designer's consultants.
- (d) Limit on Use of Payment against Designer: A payment by the Designer pursuant to Section 16 (b) shall be considered a compromise, and the City shall not introduce the fact of the payment in any legal action or proceeding except to the extent that compromises are admissible.
- (e) Nonpayment Hereunder Not to Prevent Other Claims: If Section 16 (b) is not applied by the City so as to compensate the City for an error, then Section 16 (b) shall not be used to construe this Agreement so as to reduce any remedy that is available to the City because of that error. For example, to the extent an error is not compensated for because of the amount exceeds the insurance deductible, the City will not be deemed to have waived a claim for any damages arising from the error.

Section 17: Miscellaneous.

- (a) Choice of Law and Forum: This Contract shall be deemed made in Pitt County, North Carolina. This Contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Pitt County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) Waiver: No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- (c) Performance of Government Functions: Nothing contained in this Contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

- (d) Severability: If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.
- (e) Assignment, Successors and Assigns: Without the City's written consent, the Designer shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Designer and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Designer's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Designer the right to assign, it is agreed that the duties of the Designer that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- (f) Compliance with Law: Consistent with the Standard of Care set forth in this Contract, in performing all of the services, the Designer shall comply with all applicable law.
- (g) City Policy: THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS DESIGNERS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBDESIGNERS AND VENDORS UNDER CITY CONTRACTS.
- (h) EEO Provisions: During the performance of this Contract the Designer agrees as follows: (1) The Designer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Designer shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Designer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Designer shall in all solicitations or advertisement for employees placed by or on behalf of the Designer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Designer shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding. (4) In the event of the Designer's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Contract, in whole or in part, and the City may declare the Designer ineligible for further City Contracts. (5) Unless exempted by the City Council of the City of Greenville, the Designer shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every Subcontract related to this Contract so that these EEO provisions will be binding upon such sub-Designer and vendors.
- (i) No Third Party Rights Created: This Contract is intended for the benefit of the City and the Designer and not any other person.
- (j) Principles of Interpretation and Definitions: In this Contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to Contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "Section" shall mean a Section of this Contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Contract. (5) "Duties" includes obligations. (6) The word "person" includes natural

persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word “shall” is mandatory. (8) The word “day” means calendar day.

- (k) Modifications of Entire Agreement: A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.
- (l) Hazardous Materials: Designer shall have no responsibility or liability for the discovery, presence, identification, evaluation, handling, removal or disposal of or exposure of persons to hazardous (or allegedly hazardous) materials in any form at the project, including but not limited to asbestos, mold, mildew, PCB or other toxic substances.
- (m) E-verify Compliance: The Designer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Designer utilizes a Subcontractor, the Designer shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- (n) Iran Divestment Act: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

Section 18: Attachments.

The following Attachments shall be a part of this contract:

- (a) MWBE forms
- (b) RFQ
- (c) RFQ Addenda
- (d) Scope of Work

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

CITY OF GREENVILLE:

KIMLEY-HORN and ASSOCIATES, INC.:

BY: _____

BY: _____

TITLE: P.J. Connelly, Mayor

TITLE: _____

DATE: _____

DATE: _____

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.

BY: _____

Byron Hayes, Director of Financial Services

Account: _____

Attachment A

**City of Greenville/Greenville Utilities Commission Minority and Women
Business Enterprise Program**

City of Greenville

MWBE Guidelines for Professional Service Contracts

\$50,000 and above

These instructions shall be included with each bid solicitation.

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

**MWBE Guidelines for Professional Service Contracts
\$50,000 and above**

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Service providers responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspirational goals for participation.

	CIT Y	
	MBE	WB E
Professional Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

FORM 1—Sub Service Provider Utilization Plan

This form provides the amount of sub contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

FORM 2 Statement of Intent to Perform work without Sub Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to sub consultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form.

Minimum Compliance Requirements: All written statements, signed forms, or intentions made by the Submitter shall become a part of the agreement between the Submitter and the City for performance of contracts. Failure to comply with any of these statements, signed forms, or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a Submitter has made Good Faith Efforts, the City will evaluate all efforts made by the Submitter and will determine compliance in regard to quantity, intensity, and results of these efforts.

Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
(Company Name)

_____ we propose to expend a minimum of _____%
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____% of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Statement of Intent to Perform work without Sub-Service Providers

FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, _____, hereby certify that it is our intent to perform ***100% of the work required*** for the _____ contract.
(Project Name)

In making this certification, the Proposer states the following:

i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of sub consultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*

Check box to indicate documentation is attached.

ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.

Check box to indicate documentation is attached.

iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final sub consultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the
(Company Name)

_____ we will expend a minimum of _____ %
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____ % of the total dollar amount of the work with **WBE**.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the submitter to the commitment herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Will this request change the dollar amount of the contract? Yes No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):

Increase Decrease No Change

Name of sub consultant: _____

Service provided: _____

Proposed Action:

___ Replace sub consultant
___ Perform work in-house

For the above actions, you must provide one of the following reasons (Please check applicable reason):

___ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

___ The listed MBE/WBE is bankrupt or insolvent.

___ The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

___ The work performed by the listed subconsultant is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subconsultant is substantially delaying or disrupting the progress of the work.

If replacing sub consultant:

Name of replacement sub consultant: _____

Is the subconsultant a certified MWBE ? ___ Yes ___ No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

___ Increase total dollar amount of work

___ Add as an additional sub

___ Decrease total dollar amount of work

consultant*

Please describe reason for requested action: _____

**If adding additional sub consultant:*

Is the sub consultant a certified MWBE? ___ Yes ___ No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval_Y_N

Date _____

Signature _____

Pay Application No. _____ Purchase Order No. _____

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

Current Contract Amount (including change orders): \$_____

Requested Payment Amount for this Period: \$_____

Is this the final payment? _____ Yes _____ No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Date: _____

Certified By: _____

Name

Title

Signature

Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27858

Request for Qualifications (RFQ)

Date of Issue: **August 27 2020**



New Outdoor Aquatic Facility

Through this RFQ the City of Greenville is soliciting Statements of Qualifications from architecture and engineering firms for the provision of design of and construction bid documents related to a new outdoor aquatic facility.

Project Manager Contact Information:

Mark Nottingham, Parks Planner
City of Greenville
Greenville Recreation and Parks Department
Parks Division
(252) 329-4242
mnottingham@greenvillenc.gov

1. DEFINITIONS IN THIS RFQ

“City” means the City of Greenville.

“Statement of Qualifications” or **“SOQ”** is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ.

“Proposer” is the person, firm, or corporation that submits an SOQ.

“Designer” is the Proposer with which the City enters into a contract to provide the services stipulated in this RFQ.

2. PURPOSE OF RFQ & SCOPE OF SERVICES

Greenville’s only existing outdoor aquatic swimming facility located at 2113 Myrtle Ave, is approximately 48 years old. The current facilities are outdated and inadequate in serving its users. In addition, there are existing site constraints and other long term uses planned for the existing site so a new location is now preferred over the current site.

In an effort to address innovations in aquatic programming over the last 50 years and provide Greenville residents with a state of the art outdoor aquatic facility, the City is seeking professional architectural and design services for the provision of contract documents that includes site plan, construction documents, project manual, technical specifications and a statement of probable cost. The project shall include a competition lap pool and a separate zero-depth entry recreation pool with a play structure. Additionally, the project shall include changing rooms, concessions, and shade structures. Additional site improvements for the project that should be included in this scope of work may include substantial parking upgrades to the site, ADA compliant sidewalks, and related facility amenities.

The site currently under consideration for the new community pool is parcel #28959 (Eppes Recreation Center Site at Thomas Foreman Park) located at 400 Nash Street, Greenville, NC.

2.1. BACKGROUND

The existing Greenville Community Pool serves as the only outdoor swimming pool operated by the City of Greenville. The facility is outdated and has many maintenance concerns. In 2019 the dive tank portion of the pool was demolished due to concrete failure.

2.2. SCOPE OF SERVICES

The City of Greenville seeks a qualified firm to develop contract documents that includes site plan, facility design, construction documents, project manual, technical specifications and a statement of probable cost for the construction of a new competition lap pool and zero-depth entry recreation pool with play structure, changing rooms, concessions, shade structures, and parking. The Designer shall prepare construction documents for the new Outdoor Aquatic Facility with the following building program elements:

2.2.1. CONTRACT DELIVERABLES – The Designer shall provide the following deliverables:

- a. **Site Suitability Analysis**: Confirm using detailed engineering analysis that the selected site is suitable and can accommodate an aquatic facility with amenities.
- b. **Schematic Phase**: Facilitate design meetings with the City to develop design solutions that accommodate desired facility elements. The Designer shall confirm all existing conditions documentation with the city, and prepare design studies including demolition, preliminary floor plans and site/civil plans. The Designer shall submit schematic plans (30% completion of Construction Documents) for review, comment and approval by the City. A preliminary probable cost statement prepared by an independent estimator shall accompany the schematic drawings to ensure budget control. During this phase the Designer shall also reaffirm suitability for the chosen site considering all site and environmental conditions. Colored renderings shall also be submitted during this phase.
- c. **Design Development**: The Designer shall provide design Development Documents (65% completion of construction documents), that include demolition plans, floor plans, sections and elevations, and outline specifications. In addition to architectural drawings, the Design Development documents shall include plumbing, mechanical engineering, electrical engineering, and other related disciplines required for the successful completion of the work. The final submittal of the Design Development documents shall include a statement of probable cost by an independent estimator to ensure budget control. The Designer shall submit Design Development documents to the City for a review and final approval prior to proceeding with the Construction Documents Phase of the Project.
- d. **Construction Documents**: The Designer shall submit construction documents at 95% completion, for final review and comment by the City. The final

submittal of bid documents shall be a sealed and signed set of construction documents detailing the work as it relates to materials, workmanship, finishes, and equipment required. The bid documents shall include plans, specifications, and a final statement of probable cost prepared by an independent estimator.

In addition, the Designer shall provide the City with an electronic copy of the final construction documents and an electronic copy of the technical specification in Microsoft Word or PDF format.

2.2.2. CONSTRUCTION BUDGET – The Designer shall provide complete construction documents for the new outdoor aquatic facility with parking, and has a maximum price for design and construction of \$3,500,000. The construction price shall include materials, labor, equipment, permits, testing, and periodic construction inspection by the Designer or their engineer.

2.3. CITY RESPONSIBILITIES

The City of Greenville shall be responsible for:

- a. Arranging, scheduling, and providing facility space for meetings.
- b. Providing the Designer with copies of relevant materials that can assist the consultant in his/her design. Note that the City can only provide materials that are currently in existence, and is not responsible for information that is incorrect, incomplete, or out of date.
- c. Providing the Designer with copies of relevant City of Greenville plans, studies, master plans, ordinances, design guidelines and special plans of the project area.
- d. Providing the Designer with a summary of the findings from any previous related Public Input Sessions, if they exist.
- e. Providing access to the proposed construction site during normal business hours of operation.

The City of Greenville shall work closely with the Designer to answer questions, make decisions, provide guidance and assist with coordination where needed. The City's responsibilities do not include conducting research and design tasks for the consultant.

2.4. CONTRACT

It is the City’s intention to use the contract that is attached as **Appendix B**. If your firm objects to any of the contract’s content, please state the objections.

Exceptions:

Any and all exceptions to the RFQ must be listed on an item-by-item basis and cross-referenced with the RFQ document. If there are no exceptions, Proposer must expressly state that no exceptions are taken.

If your firm wishes to submit a proposal that does not comply with the standards as discussed above, it is recommended that you also submit one that does comply in addition to the one that does not comply so that your “non-compliant” version can be considered as an alternative if the City is interested in it. This will allow your firm’s compliant version to be considered if the City remains steadfast on applying the standards discussed above.

3. SUBMITTAL REQUIREMENTS

Firms that are interested in providing the required services to the Greenville Recreation and Parks Department (GRPD) are invited to submit a Statement of Qualifications (SOQ), in electronic format along with one paper hard copy, to Mark Nottingham at PO Box 7207 Greenville, NC 27835, and mnottingham@greenvillenc.gov. Each firm is solely responsible for the timely delivery of its SOQ. All SOQs must be received **by 2:00 pm local time on Thursday, September 17, 2020.** ***No Qualification Packages will be accepted after this deadline.*** Firms accept all risks of late delivery regardless of fault.

3.1. SUBMITTAL TIMELINE

The following is the likely schedule and timing leading up to a contract signing. The City may change this schedule as appropriate

Advertisement.....	August 27, 2020
Last Day to Submit Questions	September 4, 2020
SOQs Submitted	September 17, 2020
Evaluation Procedure.....	September 23, 2020
Short Listed Consultant Interviews.....	September 28, 2020
City Council Contract Approval	October 8, 2020

3.2. FORMAT

The SOQ should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the Proposer’s demonstrated capability to provide services of this type.

All requirements and questions should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

The SOQ should be no longer than six pages in length, exclusive of individuals' resumes, examples of work experience and references, and required MWBE forms (these items should be included in tabbed sections and placed behind the main document). Minimum font size should be the equivalent of 11pt Times New Roman. One-inch margins are preferred.

3.2.1. COVER LETTER

The SOQ should contain a cover letter, signed by a principal in the firm, indicating his or her title that he or she has authority to submit the proposal on behalf of the firm, including the cover letter, and which should contain the following statement:

"The undersigned has the authority to submit this SOQ on behalf of the legal name of company in response to the City of Greenville RFQ for the New Outdoor Aquatic Facility"

The cover letter should contain one of the following two paragraphs:

"With respect to all trade secrets that the Proposer may submit to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer, the Proposer shall comply with the section of the RFQ titled "Trade Secrets and Confidentiality," (see Appendix A) including but not limited to all of its subsections, such as the subsection titled "Defense of City." The Proposer acknowledges that the City will rely on the preceding sentence."

-or-

"The Proposer is not submitting and shall not submit any trade secrets to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer." The Proposer acknowledges that the City will rely on the preceding sentence.

3.2.2. NON-COLLUSION

This RFQ constitutes an invitation to bid or propose. Firms and their staff are prohibited from communicating with elected City officials and City employees regarding the RFQ or submittals from the time the RFQ has been released until all respondents have been notified and the selection results have been publicly announced. These restrictions extend to "thank you" letters, phone calls, and emails and any contact that results in the direct or indirect discuss of the RFQ and/or the Qualification Package submitted by the firm/team.

Violation of this provision by the _____ firm/team and/or its agents may lead to the disqualification of the firm's /team's submittal from consideration. Exceptions to the restrictions on communications with City employees are detailed in **Section 3.5 of the RFQ**. Acknowledge that you have read this section by including the following signed Non-Collusion affidavit with your response:

The City of Greenville prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, SOQs or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: _____

3.2.3. PROJECT TEAM (TAB 1)

Behind "Tab1" respond to the following requirements in the same sequence as listed:

- a). Identify the legal entity that would enter into the contract with the City and include location of company headquarters, local office location, type of business (sole proprietorship, partnership, or corporations), state of incorporation or organization, and the name and title of the person authorized to enter into an agreement.
- b). Identify the primary contact professional who would be assigned responsibility for this project and note their experience with projects of a similar scope. Also identify other assigned personnel, their qualifications and their location.
- c). For proposed sub-consultants, provide the name of each firm, the office location, contact name and telephone number, and the service to be provided.
- d). Provide an organizational chart, identifying all key members of the team including sub-consultants who would be assigned to this project. **Specifically identify individuals who will serve as project managers.**
- e). Provide a description of the professional and technical experience, background, qualifications and professional licensing / certification of the firm. The Proposer should show that their firm possesses demonstrated experience in all areas of the project scope of services.
- f). Include detailed resumes of all team members assigned to this project including sub-consultants.

g). Illustrate the project availability of proposed project team members by indicating the percentage of their time to be devoted to the project.

3.2.4. RELEVANT EXPERIENCE (TAB 2)

Provide a summary of Proposer's experience with projects of similar scope.

Behind "Tab 2", to be attached to the SOQ, include detailed information for a maximum of ten previously completed projects by the firm or its sub-consultants that are similar in nature to this specific project, including, but not limited to, contracts with the City, currently in progress or having been performed in the past five (5) years comparable to this project as follows:

- List only projects **involving current staff** comprising your proposed team;
- List projects in **date order** with newest project listed first; and
- List projects in **North Carolina** first, followed by projects located in other states.

Information should include a description of the project, scope of work, location of project and total project cost; client name and telephone number; and dates of project work. As part of the selection process the City may contact the Proposer's references.

3.2.5. METHODS AND PROCEDURES (TAB 3)

The Proposal should provide a detailed methodology for accomplishing the entire project scope. This project approach shall include additional suggestions that are not specifically requested in this RFQ, but are considered necessary to ensure the highest degree of safety, constructability, value and operation. The respondent shall also provide an estimated amount of time needed to complete this scope of work. There is a not to exceed timeframe of 4 months for this scope of work to be completed, after contract is fully executed.

If your SOQ assumes that the City will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

3.2.6. EQUAL BUSINESS OPPORTUNITY PROGRAM (TAB 4)

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has an adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ “good faith efforts” towards achieving these goals and supply other information as requested in the “M/WBE Professional and Personal Services Forms” included in **Appendix A. Failure to complete the M/WBE forms shall be cause to deem the submittal nonresponsive.**

Questions regarding the City’s M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk’s Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Include the completed forms behind “Tab 4” to be attached to the SOQ.

3.3. LIMIT ON CLAIMS

No Proposer will have any claims or rights against the City for participating in the SOQ process, including without limitation submitting an SOQ. The only rights and claims any Proposer will have against the City arising out of participating in the SOQ process will be in the Contract with the selected Proposer.

3.4. COMMUNICATION GUIDELINES AND QUESTIONS

Firms may submit written questions concerning this RFQ to the Project Manager for receipt no later than **5 pm local time on Friday, September 4, 2020**. Any questions about the RFQ should be submitted, in writing via email to:

Mark Nottingham, Parks Planner
City of Greenville
Recreation and Parks Department

via Email: mnottingham@greenvillenc.gov

Questions received after the stated deadline will not be answered. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ, and changes to the RFQ, if any, shall be made in writing only and issued in the form of an Addendum to the RFQ.

3.5. COMPENSATION

Compensation will be negotiated with the successful Proposer.

3.6. EVALUATION CRITERIA

It is the policy of the City that the selection of firms to provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. GRPD shall conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFQ. GRPD will appoint a selection committee to perform the evaluations, and shall put each SOQ submitted through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFQ.

The evaluation criteria are intended to be used to make a recommendation to the entity or person who will award the contract, but who is not bound to use these criteria or to award to a firm on the basis of the recommendation. Further, the City reserves the right to vary from this procedure as it determines to be in the City's interest. For example, the City may request clarification of any point in a firm's/team's Qualification Package or obtain additional information. All firms/teams who submit a Qualification Package will be notified of the selection committee's choice. Final approval of any selected firm/team is subject to the action of City Council.

3.6.1. EVALUATION METHOD

Compliance Check: All SOQs will be reviewed to verify that minimum requirements have been met. SOQs that have not followed the requirements in this RFQ or do not meet minimum content and quality standards may be eliminated from further consideration.

Analysis: Members of an evaluation team assigned by the Project Manager will independently analyze each SOQ. The evaluation team will analyze how the Proposers' qualifications, experience, professional content, and proposed methodology meet the City's needs. Points will be assigned by each committee member using the point-scoring schedule below as a guideline.

At the discretion of the City, the evaluation team may decide to conduct interviews of a short list of Proposers.

3.6.2. POINT-SCORING SCHEDULE

Qualifications will be evaluated using the minimum following criteria (Total possible points = 100):

1). Proposer's Qualifications and Experience: 30 Points

Verifiable technical capacity, experience on similar projects and an outstanding record of successfully completed projects. Past performance on City projects may be considered.

2). Personnel Qualifications and Experience: 20 Points

Proposer's principal(s), years of experience and number of years with the firm/company. Proposer's location and experience of personnel assigned to the project, their projected educational background, certification and licensing that are deemed to meet the project requirements.

3). Project Approach: 25 Points

Proposer's familiarity with, and understanding of the project and their ability to innovate upon and complete the work.

4). Workload / Ability to meet Schedule: 20 points

Proposer's current workload, number of active projects, and availability to work on this project.

5). Proposer's Accessibility: 5 points

Proposer's geographic location and methods of accessibility through technology.

4. ADDITIONAL PROVISIONS OF THIS RFQ

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning any firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and a firm jointly execute a contract.

4.1. FINANCIAL CONDITION OF THE FIRM

The City may request that the Proposer provide an annual operating statement, completed income tax form, or other reasonably comprehensive evidence of financial condition. Financial data provided in response to this RFQ will be held confidential if marked "confidential".

The Proposer must be willing and able to provide insurance coverage, bonding and forms required by the City. The insurance required for professional services can be found in **Appendix B, Section 6 of the Standard form of Agreement.**

4.2. DISCRETION OF THE CITY

The City reserves the right to request substitutions of sub-consultants. The City reserves the right to contact any firm/team to negotiate if such is deemed desirable by the City. The City of Greenville reserves the right to reject any or all SOQs. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any SOQ, whether or not something is stated to be mandatory and whether or not it is said that an SOQ will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for the work with one or more firms that do not submit an SOQ. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion.

4.3. E-VERIFY COMPLIANCE

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

4.4. IRAN DIVESTMENT ACT

Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

Appendix A: Trade Secrets and Confidentiality

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep Trade Secrets confidential.

(a) Designation of Confidential Records. The terms “Trade Secrets” and “record” are defined in (a)(1) (Definitions). To the extent that the Proposer wishes to maintain the confidentiality of Trade Secrets contained in materials provided to the City that will or may become a record, the Proposer shall prominently designate the material as “Trade Secrets” at the time of its initial disclosure to the City. The Proposer shall not designate any material provided to the City as Trade Secrets unless the Proposer has a reasonable and good-faith belief that it contains a Trade Secret. When requested by the City, the Proposer shall promptly disclose to the City the Proposer’s reasoning for designating individual materials as Trade Secrets. In providing materials to the City, the Proposer shall make reasonable efforts to separate those designated as Trade Secrets from those not so designated, both to facilitate the City’s use of records and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a Trade Secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only Trade Secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “Trade Secrets” in accordance with this section. Whenever the Proposer ceases to have a good-faith belief that a particular record contains a Trade Secret, it shall promptly notify the City.

(1) Definitions.

“Trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

“Record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or

characteristics, received by the City of Greenville in connection with the Proposer's SOQ.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as Trade Secrets in accordance with subsection (a), the City may

- (1) decline the request for access,
- (2) notify the Proposer of the request and that the City intends to provide the person access to the record because applicable law requires that the access be granted, or
- (3) notify the Proposer of the request and that the City intends to decline the request.

Before declining the request, the City may require the Proposer to give further assurances so that the City can be certain that the Proposer will comply with subsection (c) (Defense of City).

(c) Defense of City. If the City declines the request for access to a record designated as Trade Secrets in accordance with subsection (a), the Proposer shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the Proposer shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney. Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the Proposer. The City may require the Proposer to provide proof of the Proposer's ability to pay the amounts that may reasonably be expected to become monetary obligations of the Proposer pursuant to this section. If the Proposer fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any natural person to be imprisoned or placed in substantial risk of imprisonment as a result of alleged nondisclosure of records or for alleged noncompliance with a court order respecting disclosure of records. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the Proposer.



**New Outdoor Aquatic Facility RFQ
Addendum No. 01**

Project Name: New Community Pool	Project No.: RFQ#20-21-10
Prepared By: Mark Nottingham	Date: 8-27-2020

General Questions, Clarifications & Requirements:

Q: Regarding the RFQ, has another firm been involved in any preliminary work associated with this effort and if so can you share with me the name of that firm or entity?

A: Yes, ARK Consulting, a local firm, provided preliminary work associated with this project.

Q: Does the City prefer an architect or engineer led team?

A: We have not made a decision whether an engineer or architect would be preferred to lead this project. We plan to focus on qualifications.

Q: Do you anticipate extending the bid due date?

A: No.

Q: What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

A: No additional details.

Q: Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free ?

A: No, the bid was posted to the City of Greenville’s website at www.greenvillenc.gov

Q: Other than your own website, where was this bid posted:

A: The bid was also posted to the state of NC Interactive Purchasing System website.

Q: Could you please confirm that the no more than 6 pages is referring to the cover letter, all 3.2.3 Project Team requirements except item f. resumes, and 3.2.5 methods and procedures? And also note if these parts need to be in the tabs indicated in the RFP or placed in the front?

A: Everything is excluded from the 6 page limit except 3.2.5 Methods and Procedures. These can placed according to the Tab layout provided in the RFQ.

Q: We see the page limit is (6) pages exclusive of individual resumes, work experience, references, and MWBE forms. There is additional information requested behind Tab 1 that may take up significant page space (items a through e). Is your intent to exclude everything

behind Tabs 1, 2, and 4 from the page count? Is the cover letter also considered an exclusion from the (6) pages?

A: Yes, those items would be excluded from the page count. The cover letter can also be excluded from the (6) pages.

Q: Are the 6 pages allowed to be double sided for a total of 12 pages?

A: No, single sided please.

Q: Is it the City's intent to contract with the same team after Construction Documents are complete for Bidding and Construction Administration services?

A: The City, at this time, intends to administer the bidding and construction administration internally.

Q: The RFQ notes a 4 month timeframe for this scope. In our experience this seems brief. If the timeline we suggest in our methodology behind Tab 3 is different, is that perceived negatively in the evaluation of the SOQ?

A: The City desires to ensure the highest degree of safety, constructability, value and operation in the completion of this project. If a timeline beyond the 4 months is requested, please provide a detailed justification and rationale. The short timeframe is due to a desire to open the facility by the summer of 2022. Any extension beyond the 4 month timeframe, may negatively impact the evaluation without an appropriate justification.

Q: Does the Scope of Services include additional Public Input/Community Engagement prior to the start of design work?

A: No, staff have already engaged the public regarding this pool and have established the desired amenities. Departmental aquatic staff should be consulted prior to the start of design work.

Q: Does the Scope of Services include survey and/or preliminary geotechnical investigative work for the proposed site, or will the City engage those consultants separately?

A: This scope of services should include survey work and a site analysis that would most likely involve geotechnical work to confirm site suitability.

Q: Does the timeframe of 4 months include DHHS permitting for the pool?

A: The 4 month timeframe does not include permitting.

Q: Has a final site been determined? Will site information such as boundary, topo, utilities and existing buildings be provided by city?

A: A preferred site has been selected and any helpful site information the City has can be provided.

Q: Has there been any demographic analysis? Have there been any estimates of daily attendance, annual attendance or peak hour attendance?

A: Aquatics staff can provide some of the historical attendance information related to our existing community pool.

Q: Has an operating pro-forma been prepared showing estimates of income and expense? Does the city have a policy on rates and charges? Does the city expect to recover operating costs via gate receipts?

A: No, an operating pro-forma has not been prepared. The Council adopted manual of fees will dictate what fee is charged for the new facility.

Q: Has a Building Program been established including square feet of water surface, beach/deck areas, building sizes and parking spaces?

A: No.

Q: Have preferred features such as water slides, lazy river, zero depth access, competition facilities, food service, spray ground and shade structures been discussed or determined?

A: Yes.

Q: How was cost budget of \$3,500,000 determined?

A: This is the amount of funds budgeted for the project. Staff considered similar facilities recently built in NC to help determine the budget.

Q: Does the city expect bidding and construction administration services?

A: No.

Q: What is the expected completion of construction date is for the New Aquatic Facility for Greenville, NC?

A: We plan to have this facility open for the 2022 pool season.

End of Addendum No. 01



October 2, 2020

Mark Nottingham, AICP
Parks Planner
City of Greenville

Via Email: mnottingham@greenvillenc.org

RE: Outdoor Aquatic Facility Greenville, NC (Draft Scope of Work for Review)

Dear Mr. Nottingham:

Thank you for requesting our firm to prepare a scope of services and fee for this project. We are excited about working with you and the City of Greenville on this interesting project.

The Scope of Services as outlined on the following pages is based upon our understanding of your project needs as per our discussions to date.

Project Understanding

Kimley-Horn and Associates, Inc. (the “Consultant”) understands that the City of Greenville, NC (the “Client”) intends to design an Outdoor Aquatic Facility at Thomas Foreman Park, 400 Nash St, Greenville, NC (the “Project”). The Client has requested that the Consultant submit scope and fee to visit the existing park site and to develop a final conceptual design and opinion of probable cost based on the current available total project funding of \$3,500,000 for a new competition lap pool; zero depth entry recreation pool with play structure; changing rooms, concessions, and shade structures; ADA compliance; and associated site development and parking.

Client’s Responsibilities

The Consultant understands that the Client will provide the following information, on which we may rely, for our use in completing this Scope of Services:

- A. Existing Final Plat or boundary information (if available) of the park site.
- B. Any existing geo-technical reports (if available) for the park site.
- C. Any City of Greenville design requirements or standards applicable to the project including a list of current adopted codes.
- D. Any existing plans and specifications (if available) of the existing site, utilities, or adjacent park improvements.

Scope of Work

Professional Services:

The Consultant will provide the following as set forth below:

Task I – Data Collection (30 – 60 Days)

Complete a review of existing information from the Client, geotechnical report, and topographic survey to determine if the site is suitable for the new outdoor aquatic facility.

The Consultant will prepare an exhibit for the surveyor and geo-technical engineer and initiate the topographic survey and geo-technical investigations required for the project.

A. Existing Conditions and Topographic Survey

The Consultant will utilize a surveyor to provide a topographic survey within the planned location at Thomas Foreman Park in AutoCAD 2018. The topographic survey will be a detailed ground survey based upon a 50' grid, showing existing above and below ground conditions, easements, setbacks, underground utilities at nearest connection point with flowline and top of manhole, contours at one-foot (1') foot intervals, spot elevations, physical features, single trees greater than six inches (6") in diameter in the vicinity of planned improvements. The Consultant will use the AutoCAD files provided by the surveyor of the topographic survey for base maps and to prepare the site plans for the proposed pool and site development.

B. Geo-technical Report / Soils Investigation

The Consultant will utilize a geo-technical firm to provide a geo-technical engineering services report for the pool site. This work will consist of doing two or three borings in the vicinity of proposed outdoor aquatic facility and any building structures. The reports will provide recommendations for any required soil modification, dewatering, building foundation, pool structures, and concrete paving, and footing designs. The Consultant will utilize the existing park aeriels to locate the proposed type and position of borings and provide an electronic file for use by the geo-technical engineer.

Task II – Finalize Concept and Budget (30 - 60 Days)

The Consultant will meet with Client representatives to look at the existing pool and park site and to discuss the programming needs and potential features desired for the new outdoor aquatic facility.

A. Programming and Operating Work Session with Client:

Meet with the Client representatives to finalize the needs and objectives, design features, and budget for the future pool. The Consultant will prepare and review a presentation that will address the current programming options, trends, and types of aquatic facilities and features that are currently being planned or have been constructed by other similar park and recreation departments, and comment on the associated operating costs.

B. Review of Similar Recent Projects and Costs:

Additionally, the Consultant will present the costs of other similar park and recreation outdoor recreation pools so that the Client can confirm the type of pools, support facilities, and budget for the Project.

Following the initial work session and meetings, the Consultant will finalize the conceptual design for the new outdoor aquatic facility including any associated support facilities.

C. Conceptual Design Review Meeting One (Internet) with Client:

The initial concept will be presented to the Client at via an internet meeting. The pros and cons of the design will be discussed as well as generic budget considerations for construction, operations, and revenue and opinion of probable cost.

D. Conceptual Design Review Meeting Two (Internet - If Required) with Client:

Once the above items are complete, the Consultant will incorporate any revisions to the proposed conceptual master plan and opinion of probable cost and present it to Client via an internet meeting.

Meetings: One Two-Day Trip / In-Person Site Visit and Design Meetings
Internet Meetings: Two Internet Meetings
Deliverables: Electronic Copies of Meeting Notes and PowerPoint Presentations
24’x36” Colored Master Plan Hard Copy and Opinion of Probable Cost

Task III – Construction Documents (90 - 120 Days)

Once the topographic survey and geo-technical report are complete and the final concept plan is approved - the Consultant will proceed with the Construction Documents as set forth below:

- A. Preparation of final construction plans and specifications for the pools and site development.
- B. Obtain any required agency approvals. It is anticipated the Client will review the project based on the Final Site Plan submission requirements per the City of Greenville Land Development Administrative Manual.
- C. Provide an opinion of probable cost for the pools, buildings, site development, and answer questions regarding estimated cost data using independent estimator.

Note: Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

- D. Provide final specifications and details on finishes equipment, lighting, outlets, pool water supply and waste, structural design, and site utilities.
- E. Meet with Client representatives to present the 100% construction documents.

- F. Finalize the 100% construction documents to reflect changes and comments determined by consensus at a meeting with Client representatives and submit for compliance review. Up to three (3) rounds of comments will be addressed as part of this task.

Items to be included in the construction documents set are:

1. Site development Plans (removal items, layout, grading, storm sewer and drainage tie-ins, water and gravity sanitary sewer tie-ins, lighting, power distribution, up to two stormwater control measures (SCMs), erosion control, paving, and details.)
 2. Bathhouse and Pump/Filtration Building Plans with floor plans, elevations, section, details, HVAC, plumbing, electrical, finishes, and structural).
 3. Pool Plans with layout, details, pressure piping, return piping, filters, pumps, controls, details, and structural.
5. Project manual consisting of technical specifications and the Client's front-end master contract documents.

Note: To expedite the design and review timeline - review sets will be submitted at 50% Construction Documents (Design Development) and 100% Construction Documents.

In Person Meetings: One (1) Kimley-Horn
Internet Meetings: Two (2) Kimley-Horn, Architect, MEP Engineer, Pool Engineer
Deliverables: Two (2) Sets of Prints and One (1) PDF for Each Submittal

Task IV Bidding Phase Services (30 - 60 Days)

The Consultant will provide Bidding Phase Services as follows:

- A. Prepare the advertisement for bids and bid documents.
- B. Assistance with pre-qualification of pool contractors and general contractors.
- C. Answer questions from Bidders and prepare addenda as necessary.
- D. Assist the Client as required in opening bids.
- E. Provide bid tabulations and Letter of Recommendation. (A summary of the bid analysis will be provided to the Client for use in selection and award of the construction contract.)
- F. If necessary, assist the Client in negotiations with the low bidder and/or modify and rebid the project one time if required due to bring the project within budget compliance. The selection of any Contractor is the sole responsibility of Client.

In Person Meetings: One (1) Kimley-Horn
Internet Meetings: Two (2) Kimley-Horn
Deliverables: Bid Tabulation and Bid Recommendation Letter

Task V Construction Phase Services (300 - 360 Days)

As an above-average complexity project, Construction Phase Services by the Consultant are recommended and typically provided on outdoor aquatic facility projects.

The Consultant will provide Construction Phase Services for the project as requested by the Client, as outlined below. Please note these services do not provide a full-time resident project representative:

- A) Provide site observation visits as requested by the Client. Site observation visits shall be provided for the purpose of ascertaining for the Client that the work is in general conformance with the contract documents and design intent.
 - 1. Should non-conforming or defective work be observed, the Consultant will endeavor to promptly inform the Client's representative and Contractor conforming or remedial action is required.
 - 2. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - 3. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- B) Conduct coordination meetings with contractors, inspection personnel, and Client representatives to discuss strategy, problem areas, progress, and any required or requested coordination. Prepare a summary of these meetings and distribute to the Client and the contractor (maximum of six (6) meetings total to be conducted in conjunction with a site observation visit.)
- C) Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- D) Provide written responses to requests for information or clarifications. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications

and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

- E) Prepare and process change orders, if required. Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F) Review monthly pay requests by the Contractor. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- G) Assist the Client in conducting substantial completion and final completion observations. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- H) Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- I) Review of Contractor furnished As Built / Record Drawing Plans.

In Person Meetings: Six (6) Kimley-Horn, Two (2) Pool Engineer, Two (2) Architect, One (1) MEP/HVAC Engineer
Internet Meetings: Twelve (12) Kimley-Horn

Exclusions

Any items requested by the Client that are not outlined in the above scope will be considered excluded from this contract and may be provided only if requested and authorized in writing by the Client.

The Consultant can provide the following services, but they are not included in the limited scope of this proposal:

- Franchise Utility Coordination
- Traffic Impact Studies or Signal Design
- Preparation of Traffic control plans Revisions due to changes in regulations
- Revisions to CD's after design approval other than clarifications Archaeological Survey
- Submittal, Permitting Fees, or Impact Fees
- Construction Staking
- Off-Site Utility Design
- Off-Site Roadway Design
- Off-Site Easement Descriptions Record
- Drawing Survey
- Preparation of Preliminary or Final Plat
- Additional Topographic and/or Boundary Surveys
- Operations and Staffing Plan
- Food Service Equipment Planning and Design as Prepared by a Kitchen Consultant Environmental Impact Statement
- Offsite Storm Drainage Studies and Detention/Retention Pond Design
- Additional work due to increase in project cost and scope beyond Additional In Person Meetings/Trips

Additional Services

No additional services shall be provided without prior written authorization from the Client. Should additional services be required, the Consultant will work with the Client to develop a lump sum fee.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. (See Exhibit 'A' – Attached.)

If you concur in the foregoing and wish to direct us to proceed, please execute two copies of this agreement in the spaces provided below, retain one copy, and return the other copy to us. Fees and times stated in this agreement are valid for sixty (60) days after the date of this letter.

Fee and Billing

The Consultant will perform the Tasks as described in the Scope of Services for a total lump sum fee of \$350,000.00. Any permitting, application, and similar project fees will be paid directly by the Client (See Exhibit "B" - Attached.)

Fees and expenses will be invoiced monthly in the Consultant's format via e-mail, based as applicable, upon the percentage of services performed as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

Schedule for Rendering Services

The Consultant has prepared an initial project schedule for the performance of services (See Project Schedule - Exhibit "C"- Attached.) This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of Project requested by the Client, or for delays or other causes beyond the Consultant's reasonable control. Consultant shall not be liable or deemed in breach due to delays or suspensions due to circumstances that the Consultant does not control.

We appreciate the opportunity to provide these professional services to the City of Greenville, NC.

Sincerely,

Kimley-Horn and Associates, Inc.



Dan Robinson, P.E.
Principal-in-Charge

Mark C. Hatchel, PLA, ASLA
Vice President/Senior Project Manager

Attachments:

- Exhibits "A" Standard Provisions
- Exhibit "B" Professional Fees and Expenses
- Exhibit "C" Project Schedule

Exhibit "A"

STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions.
- (2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
 - (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
 - (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
 - (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (f)) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
 - (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
 - (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
 - (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work within 10 calendar days after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the rate allowed by State Statute per annum beginning on the 30th day. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.

(c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further

compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an additional independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven 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, or upon thirty days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the

Consultant's officers, directors, employees, agents, and sub-consultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and sub-consultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) Hazardous Substances and Conditions.

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with sub-consultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent sub-consultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the laws of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

EXHIBIT "B"

PROFESSIONAL FEES Outdoor Aquatic Facility Greenville, NC

Basic Services

Task I	Data Collection	\$20,000
Task II	Finalize Concept and Budget	\$20,000
Task III	Construction Documents	\$270,000
Task IV	Bidding Phase Services	\$10,000
Task V	Construction Phase Services	<u>\$30,000</u>
Total Lump Sum Fee		\$350,000

Note: The above is inclusive of any lump sum expenses and therefore no reimbursables will be included or submitted for this project.

The Consultant shall submit monthly invoices based upon the services completed at the time of billing.

EXHIBIT "C"

PROJECT SCHEDULE Outdoor Aquatic Facility Greenville, NC

Design Contract Award	October 19, 2020
Data Collection Complete	November 15, 2020
Construction Documents Complete	March 15, 2021
Advertise for Bids	April 15, 2021
Receive Bids/Award Contract	May 15, 2021
Begin Construction	June 15, 2021
Pool Start Up and Training	April 15, 2022
Open to the Public	May 15, 2022

Schedule	2020				2021												2022					
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
Consultant Selection																						
Survey, Geotech, and Design Meetings																						
Finalize Concept and Budget																						
Construction Documents																						
Bidding (TBD)																						
Bid Review/Award (TBD)																						
Construction Phase																						
Open to Public																						

Note: This schedule is tentative and is based upon actions by others (Client) of which the Consultant has no control. This schedule is preliminary in nature and is intended only for project planning purposes. Times for performance shall be extended as necessary and Consultant shall not be liable or deemed in breach due to delays or suspensions due to circumstances that the Consultant does not control.



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Professional Services Contract Between the City of Greenville and HH Architecture for the Renovation of the Eppes Recreation Center

Explanation: Recreation & Parks is seeking to move forward with renovations to the Eppes Recreation Center. The project's primary scope will include the addition of a teen lounge, as well as the designing and designation of a "main entrance." The following is a description of the proposed components:

Teen Lounge: Will provide youth a secure place to play video/board games and socialize with friends. The setup of the lounge will be similar to that of the South Greenville Recreation Center.

Designation of Front Entrance: Intended to ensure safety and security of visitors and staff. Currently the center has several possible entry points with no single, well-defined, main entrance. This will address that, allowing all visitors to pass through a security checkpoint, much like what is in place at the South Greenville Recreation Center.

The project will also include:

- Weight room renovations and updates
- Aesthetic improvements to the Eppes Alumni Heritage Center
- Installation of HVAC in the Heritage Center and Police Athletic League area
- Renovations to the offices and computer lab
- ADA accessibility
- Resurfacing of parking lot with landscaping enhancements.

The City has solicited professional architectural and design services for the project renovation. A Request for Qualifications (RFQ) for design services, published August 27, 2020, resulted in six Statements of Qualifications (SOQ's) being received by the September 17, 2020 deadline.

An evaluation team ranked those firms, and the top three were invited to make Zoom presentations to the team. Based on the team's rankings from the presentations, staff selected HH Architecture as the preferred design firm.

On October 8, 2020, Council approved the selection of HH Architecture as the design firm for the Eppes Recreation Center renovations. Staff now requests approval of a contract with HH Architecture for professional design services for these renovations.

Attached for Council consideration is the proposed design contract between the City and HH Architecture. The following are a few highlights of the contract:

- HH Architecture shall complete the following task per the contract:
 - Contract documents that include construction documents
 - A project manual
 - Technical specifications
 - Statement of probable cost
- As specified in Section 3 of the contract, all final design documents shall be completed and delivered to the City within four (4) months from the contract date.
- As specified in Sections 4 and 5 of the contract, HH Architecture shall complete all tasks for a contracted price not to exceed \$212,400.00.
- As a component of HH Architecture's scope of work per the contract, HH Architecture will manage the construction phase of the project to include bi-weekly site visits so as to assist in expediting the construction process and addressing any design questions that arise.

Fiscal Note:

This design work is part of the Council Adopted FY 2020-21 Budget for renovations to the Eppes Recreation Center. Design cost per the contract shall not exceed \$212,400.00.

Recommendation:

Approve the professional services contract with HH Architecture for design services for the Eppes Recreation Center renovations.

ATTACHMENTS:

▣ **Design_Services_Contract_-_Eppes_Recreation_Center_Renovations_-_
_HH_Architecture_1136659**

**NORTH CAROLINA
PITT COUNTY**

CONTRACT FOR DESIGN SERVICES

This contract is made and entered into as of the _____ day of _____, 20_____, by the City of Greenville (“City”) and HH Architecture (“Designer”), a professional corporation organized and existing under the laws of North Carolina:

Section 1: Background and Purpose.

This project consists of the provisions of professional services for all phases of architectural and engineering work related to Eppes Recreation Center renovations including major renovations to the main entrance, reception area, a new teen room, and renovations to the weight room, installation of new HVAC in the Eppes Alumni and PAL areas, renovated office and computer lab areas. Historical document preservation that will be on display shall also be included.

Site improvements for the project include ADA accessibility and landscaping.

Section 2: Services and Scope to be Performed.

The Designer shall provide design services as follows:

- (a) Schematic Phase: Facilitate design meetings with the City to develop design solutions based on the program elements for the Eppes Recreation Center. The Designer shall confirm all existing conditions with the City, and prepare design studies including demolition, preliminary floor plans and site/civil plans. The Designer shall submit schematic plans (25% completion of Construction Documents) for review, comment and approval by the City. A preliminary probable cost statement shall accompany the schematic drawings to ensure budget control.
- (b) Design Development: The Designer shall provide design Development Documents (65% completion of construction documents), that include demolition plans, floor plans, sections and elevations, and outline specifications. In addition to architectural drawings, the Design Development documents shall include plumbing, mechanical engineering, electrical engineering, and other related disciplines required for the successful completion of the work. The final submittal of the Design Development documents shall include a statement of probable cost to ensure budget control. The Designer shall submit Design Development documents to the City for a review and final approval prior to proceeding with the Construction Documents Phase of the Project.
- (c) Construction Documents: The Designer shall submit construction documents at 95% completion, for final review and comment by the City. The final submittal of documents shall be a sealed and signed set of construction documents detailing the work as it relates to materials, workmanship, finishes, and equipment required. The documents shall include plans, specifications, and a final statement of probable cost. Provide to the City an electronic copy of the construction documents and an electronic copy of the technical specification in Microsoft Word or PDF format.
- (d) See Attachment A for a full scope to perform the design and construction administration for the City of Greenville Eppes Recreation Center Renovation project.

- (e) Construction Budget: The Designer shall provide complete construction documents for the renovations of the Eppes Recreation Center that has 24,260 square feet of building space, and has a maximum price for construction of \$1,000,000.00. The price shall include materials, labor, equipment, permits, testing and construction inspection/administration.

Section 3: Notice to Proceed and Schedule.

- (a) Notice to Proceed: Upon award of the Contract, the Designer will receive a Notice to Proceed to develop a comprehensive Schedule. After completion and City approval of the Schedule, the Designer will receive a Notice to Proceed via a letter or email to the Designer. No work shall commence without receiving the Notice to Proceed from the City.

All final design documents shall be completed and delivered to the City within four (4) months from the Contract Date, as specified in Section 2.2.1(c), Contract Deliverables, of the City Request for Qualifications (RFQ) dated and issued August 27, 2020.

- (b) Duration: This Agreement is in effect for a period of twelve (12) months from the date of Notice to Proceed for this agreement.
- (c) Disputed Items: In the event that the Designer's invoices and receipts are submitted in compliance with the requirements of this Agreement, if the City disputes any items in any invoices submitted by the Designer, City shall notify the Designer within 60 days of receipt of any disputed item and request clarification and/or remedial action.

Section 4: Complete Work without Extra Cost.

Except to the extent otherwise specifically stated in this contract, the Designer shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, and licenses necessary to perform the Design Services.

Section 5: Compensation.

The City shall pay the Designer based on the completed services outlined for the following phases:

- Schematic Design
- Design Development
- Final Construction Documents
- Management of Construction Bid Process

The Designer shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City, such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Designer a check in payment for all undisputed amounts contained in the invoice.

The City shall not be obligated to pay the Designer any payments, fees, expenses, or compensation other than those authorized by this Section. The total dollar amount to be paid under this contract by the City to the Designer shall not exceed \$212,400.00.

Section 6: Prompt Payment to Subcontractors.

Designer shall promptly pay all Subcontractors upon receipt of payment from the City. The City may, as a condition of final payment, require the Designer to submit an affidavit stating that all Subcontractors, if any, have been paid in full for any work completed for services provided under the subcontract.

Section 7: Insurance.

The Designer agrees to purchase, at its own expense, insurance coverages to satisfy the following minimum requirements as detailed in this Section. A certificate reflecting the following minimum coverages shall accompany this Contract. The Designer shall not commence services under this Contract until the Designer has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this Contract. Failure to maintain the required insurance coverage shall constitute grounds for Contract termination.

Insurance requirements are as follows:

- (a) Public Liability and Property Damage: The Designer shall take out and maintain, during the life of this Contract, Commercial General Liability Insurance that shall protect from claims for damage for Bodily Injury, Property Damage, Personal Injury, including death which may arise from operations under this contract, whether such operations be by the Designer or by any sub-contractor, sub-consultant, or by anyone directly or indirectly employed by any of the above.

The Minimum Limits of Insurance required are:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products and Completed Operations Aggregate:	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the Risk Manager for the City of Greenville. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

The City of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

- (b) Automobile Liability Insurance (If Applicable):

Limit of Insurance: \$1,000,000 combined single limit.

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

- (c) Workers Compensation Insurance:

Limits of Insurance: Statutory for the State of North Carolina

Employers Liability:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee.

No sub-contractor may exclude executive officers. Workers Compensation must include all employees.

- (d) Cancellation: Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than 30 days after mailing written notice to the assured of such cancellation. The Insurance policies must be endorsed to reflect a 30 day notice of cancellation or material change in coverage be given to the City of Greenville.
- (e) Sub-Consultants: If any part of the services to be performed under this Contract is sublet, the sub-Designer shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Designer will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Designer from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

Section 8: Performance of Work by City.

If the Designer fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Designer notice of its intention. The Designer shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this Section.

Section 9: Trade Secrets; Confidentiality.

The Request for Qualifications (RFQ) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Designer's responses to the RFQ). This Section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Designer under this contract. For purposes of this contract, the word "Proposer" in the RFQ section just cited shall mean the "Designer."

Section 10: Termination for Convenience ("TFC").

- (a) Procedure: Without limiting any party's right to terminate for breach, the City may, without cause, and in its discretion, terminate this Contract for convenience by giving the Designer written notice that refers to this Section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this Section without City Council action.
- (b) Obligations: Upon TFC, all obligations that are still executory, on both sides, are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC, or as soon afterwards as is practical, and upon the City's payment to Designer of monies due, the Designer shall deliver to the City all project documents, including partly completed project documents, provided however that the City assumes all risk for use of the project documents after TFC, and the Designer shall be relieved of any liability whatsoever. In case of TFC, the Designer shall follow the City's instructions as to which Subcontracts to terminate.
- (c) Payment: The City shall pay the Designer an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the Subcontracts, but excluding profit for the Designer. Within 20 days after TFC, the City shall pay the Designer a one hundred dollar TFC fee and for all services performed except to the extent previously paid for. Services shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the services been completed except to the extent it would be inequitable to either party, and if services were to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for such services. The Designer shall not be entitled to any payment except as stated in this Section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Section 11: Notice.

- (a) Address: All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City of Greenville:
c/o Greenville Recreation and Parks Department
P.O. Box 7207
Greenville, NC 27835

To the Designer:
HH Architecture
1100 Dresser Court
Raleigh, NC 27609

- (b) Change of Address & Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 12: Indemnification.

- (a) Hold Harmless: The Designer shall, to the extent permitted under North Carolina law, indemnify and hold harmless the City and its officers and employees from and against all liabilities, damages, losses and costs that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Designer or any sub-consultant or other persons employed or utilized by the Designer in the performance of this Contract except when such liabilities, damages, losses, and costs are proximately caused by or result from the negligence, in whole or in part, of the City or its independent Designers, agents, officers or employees.
- (b) Survival: This Section shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Designer under this contract.
- (c) Compliance with law: It is agreed that this Section shall be applied to the maximum extent allowed by law and limited only as necessary to comply with N.C.G.S. § 22B-1.

Section 13: Ownership of Work Products.

- (a) The Designer hereby assigns to the City, without reservation, all copyrights in all Work-related documents, including sketches, models, photographs, data sets, source code and scripts, and other Work-related expressions created by the Designer. Among those documents are certain "Work Product," including Work-related deliverables, programs, applications, reports, design drawings, and construction documents. The City's obligation to pay the Designer is expressly conditioned upon the Designer's obtaining a valid written comprehensive assignment of copyrights from its subcontractors in terms identical to those that obligate the Designer to the City as expressed in this subsection, which copyrights the Designer, in turn, hereby assigns to the City. The City, in return, hereby grants the Designer and its subcontractors a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the Designer's performance of its obligations under this Contract for the Designer's archival records, and for the Designer's reproduction of drawings and photographs in the Designer's marketing materials. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Contract by the Designer or the accused commission by the Designer of a tort or a crime affecting the City or the Work or upon termination of this Contract. This nonexclusive license is granted to the Designer alone and shall not be assigned by the Designer to any other person or entity, except that the non-exclusive license granted in this Contract to the Designer for purposes of the Designer's performance hereunder may be sub-licensed to the Designer's subcontractors (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon a Designer's assignment of this nonexclusive

license to another or its attempt to do so.

- (b) To the extent that liability arises from misuse of the Work Product by the City or another designer, the Designer shall not be responsible for that misuse. If the City uses the Work Products for purposes including additions to and modifications of the Work, and for other projects, the City shall indemnify the Designer for losses, including reasonable attorneys' fees, suffered by the Designer as a result of the use of the design and these documents for such other purposes. If these documents are used for other purposes, the City shall see that they are modified (i) to indicate that the Designer did not prepare them for such other purposes and is not responsible for their use in connection with such other purposes and (ii) to delete the Designer's name and seal from the documents (where permitted or required by law).
- (c) Except for the licenses granted in this Section, no other license or right shall be deemed granted or implied under this Contract. No other Work-related data, expression, or documents may be reproduced by the Designer or its subcontractors for any other purposes without the express written permission of the City.
- (d) If the City subsequently reproduces Work-related documents or creates a derivative work based upon Work-related documents created by the Designer, the City shall (where permitted or required by law) remove or completely obliterate the original professional's seals, logos, and other indications on the documents of the identity of the Designer and its subcontractors.

Section 14: Standard of Care.

The standard of care for all professional design and related services performed or furnished by Designer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing on similar projects whether such projects can be found locally, regionally or nationally. Subject to the foregoing standard of care, Designer 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. The Designer warrants the accuracy of Designer's representations made to City as to Designer's qualifications and experience during the process in which the City selected the Designer. The Designer represents and warrants that it has the requisite professional licensure and registration required by the State of North Carolina necessary to perform the work.

Section 15: Dispute Resolution.

The City and Designer agree to negotiate each dispute between them in good faith during the 30 days after providing the other party with a notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the City and Designer may agree to mediation. If mediation is used and is unsuccessful, then the parties may exercise their rights at law. If, however, such dispute arises after the City has engaged a general contractor for construction work and during the construction administration phase, if any, the City and Designer may avail themselves of the dispute resolution process adopted by the State Building Commission pursuant to G.S. § 143-135.26(11) and G.S. § 143-128(f1).

Section 16: Miscellaneous.

- (a) Choice of Law and Forum: This Contract shall be deemed made in Pitt County, North Carolina. This Contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Pitt County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) Waiver: No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

- (c) Performance of Government Functions: Nothing contained in this Contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- (d) Severability: If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.
- (e) Assignment, Successors and Assigns: Without the City's written consent, the Designer shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Designer and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Designer's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Designer the right to assign, it is agreed that the duties of the Designer that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- (f) Compliance with Law: Consistent with the Standard of Care set forth in this Contract, in performing all of the services, the Designer shall comply with all applicable law.
- (g) City Policy: THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS DESIGNERS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBDESIGNERS AND VENDORS UNDER CITY CONTRACTS.
- (h) EEO Provisions: During the performance of this Contract the Designer agrees as follows: (1) The Designer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Designer shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Designer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Designer shall in all solicitations or advertisement for employees placed by or on behalf of the Designer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Designer shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding. (4) In the event of the Designer's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Contract, in whole or in part, and the City may declare the Designer ineligible for further City Contracts. (5) Unless exempted by the City Council of the City of Greenville, the Designer shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every Subcontract related to this Contract so that these EEO provisions will be binding upon such sub-Designer and vendors.
- (i) No Third Party Rights Created: This Contract is intended for the benefit of the City and the Designer and not any other person.
- (j) Principles of Interpretation and Definitions: In this Contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to Contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "Section" shall mean a Section of this Contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles

of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.

- (k) Modifications of Entire Agreement: A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.
- (l) Hazardous Materials: Designer shall have no responsibility or liability for the discovery, presence, identification, evaluation, handling, removal or disposal of or exposure of persons to hazardous (or allegedly hazardous) materials in any form at the project, including but not limited to asbestos, mold, mildew, PCB or other toxic substances.
- (m) E-verify Compliance: The Designer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Designer utilizes a Subcontractor, the Designer shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- (n) Iran Divestment Act: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

Section 17: Attachments.

The following Attachments shall be a part of this contract:

- (a) Scope of Work
- (b) RFQ
- (c) RFQ Addenda
- (d) MWBE forms

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

CITY OF GREENVILLE:

HH ARCHITECTURE:

BY: _____

BY: _____

TITLE: P.J. Connelly, Mayor

TITLE: _____

DATE: _____

DATE: _____

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.

BY: _____
Byron Hayes, Director of Financial Services

Account: _____

1100 DRESSER COURT RALEIGH, NC 27607
919-828-2301 TEL 919-828-2303 FAX HH-ARCH.COM

HH ARCHITECTURE

~~October 12, 2020~~ Revised October 13, 2020

Mike Watson
Parks Coordinator
Greenville Recreation and Parks Department
2000 Cedar Lane | PO Box 7207
Greenville, NC 27835

Re: City of Greenville Eppes Recreation Center Renovation
HH project number: 20-072

Dear Mr. Watson,

HH Architecture is pleased to present this scope for the City of Greenville Eppes Recreation Center Renovation project.

Basic Scope

The Eppes Recreation center is 24,260 square feet and is located at 400 Nash Street, Greenville, NC. The existing building was originally built in 1928 and was last renovated in 2013.

For this current renovation, the following is proposed:

- New building addition for a lobby/vestibule/entry with ADA accessibility, security, and space for a reception desk. It would be nice if the new front could harken back to the legacy CM Eppes School entry form in some respectful way.
- Reconfigure existing game room space to create a dedicated teen room with some gaming/audio video capability.
- Weight room – move a door and new finishes
- Police Athletic League Room (PAL) – new air conditioning and finishes
- Eppes Alumni rooms – may need better lighting to preserve artifacts
- Miscellaneous finishes as budget allows to freshen spaces.

It is understood that windows, roof, HVAC, electrical, fire alarm, security are all in good shape. It is also understood that the construction budget for this renovation is \$1,000,000.

Architectural design includes:

- Overall leader of the project
- Confirm programmatic requirements
- Conduct meetings with City staff during design
- Design the entry addition, interior modifications, finishes
- Provide code summary and compliance

Page 1 of 6

- Coordinate all disciplines of design
- Secure approvals from all Authorities Having Jurisdiction (City of Greenville)
- Provide cost estimates at each phase
- Assist with bidding

Site/Civil design includes:

- Prepare construction drawings and technical specifications for the site and adjacent roadway improvements indicating the scope, extent, and character of the work to be performed and furnished by Contractor consisting of the following:
 - Site Demolition Plan
 - Site Layout & Dimensioning Plan
 - Site Material Plan
 - Site Grading & Drainage Plan
 - Sediment and Erosion Control Plan and Narrative
 - Stormwater Management Plan and Narrative
 - Roadway Improvements Plan
 - Site Utilities Plan
 - Site Sections & Details
 - Technical Specifications
 - Prepare a Preliminary Opinion of Probable Construction Costs for Construction Document level drawings.

Landscape design includes:

- Prepare construction drawings and technical specifications for the following:
 - Planting plan (code compliant for municipal requirements)
 - Planting plan for one (1) stormwater management SCM
 - Pedestrian pathways and hardscapes materials and layout (back of curb)
 - Pedestrian hardscape grading plan (back of curb)
 - Pedestrian lighting layout plan (coordinate w/ electrical engineer)
 - Performance specification irrigation plan
 - Construction details for all landscape scope of work

Mechanical design includes:

- HVAC load calculations in accordance with ASHRAE energy & ventilation standards
- Cooling and heating systems for Police Athletic Room, New Entry, Teen Room, and Weight Room
- Air distribution selections
- Condensate piping layout & terminations

Electrical design includes:

- Existing panelboard schedule revisions and load calculations
- Receptacle and branch circuiting
- Voice/data outlet locations
- A/V for teen room
- Lighting replacement for existing storage room
- Interior lighting and switching
- Exterior building mounted lighting
- Egress lighting
- Fire alarm system additional devices (shop drawings not included)
- Security system additional devices for cameras
- New intercom system between rear door of multi-purpose room and reception desk.

Structural design includes:

- Construction Documents for a new entrance vestibule for the existing building.
- New entrance vestibule is anticipated to be structural steel framed and connected to the existing building.
- Additional structural support required as a result of several interior walls being demolished/relocated.

Additional Scope

- Boundary & Topographic Survey
 - This task will include the following:
 - Perform a partial boundary survey to include field survey of the perimeter boundary along Nash Street and 4th Street based on the existing rights of way established for both streets in Map Book 2, Page 251 and based upon field evidence found, ie – property corners. The remainder of the property boundary will be plotted by map and deed reference without the benefit of field survey.
 - Perform partial topographic survey of the project area.
 - Location of existing utilities in the project area based upon above ground evidence, record drawing information obtained from utility owners and marked locations revealed by calling in a utility locate ticket to the NC One Call Center.
 - Survey will be performed by Gary S. Miller & Associates, PA
- Geotechnical Investigation and Report
 - Perform geotechnical investigation and provide a geotechnical report to the Owner for the project site.
 - Geotechnical investigations and report will be performed by Terracon Consultants, Inc.
- Exhibit Design (Optional)
 - Design for a new museum display in the lobby with a few artifacts and a custom wallcovering telling the story of CM Eppes and history of the recreation center.
 - Design elements to include wallpaper imagery, second surface graphics, bump out walls, dimensional text, rail graphics, and framed imagery.
- 3D Renderings (Optional)
 - One (1) exterior and one (1) interior 3D renderings
- Construction Administration (Optional)
 - If requested, the design team would provide construction administration (CA) services for an estimated duration of six (6) months. This would include:
 - Architectural coordination
 - Submittal review
 - Lead the pre-construction meeting
 - Bi-weekly jobsite visits (up to 13 visits) and lead monthly construction meetings (assumed to be concurrent with bi-weekly site visits)
 - Punchlist and final inspection.
 -
- Record Drawings (Optional)
 - If requested, the design team would provide the Owner with record drawings for the project based on the Contractor's as-built drawings.

Phases

Schematic Design (SD): Develop an understanding of Owner's goals and objectives. Provide code summary sheet, floor plans, elevations, wall sections, project narratives, and an opinion of probable construction cost. Attend up to one (1) meeting with the Owner. Submit to Owner for review and coordinate for approval.

Design Development (DD): Respond to all Owner SD comments. Continue design process in all disciplines. Provide outline specifications, demolition plans, floor plans, building / wall sections, elevations, and an opinion of probable construction cost. Provide engineering drawings as required. Attend up to two (2) coordination meetings with the Owner. Submit to Owner and coordinate for approval.

Construction Documents (CD): Respond to all Owner DD comments. Provide full working drawings, specifications, and an opinion of probable construction cost. Submit to Owner / AHJ and coordinate for approval. Attend up to two (2) meetings with Owner.

Bidding: Lead and administer the Bidding and Negotiation process.

Consultants

For Civil Engineering, we propose:

ARK Consulting Group
Contact: Bryan C. Fagundus, PE
Email: bryan.fagundus@arkconsultinggroup.com
Phone: (252) 565-1012
2755-B Charles Blvd
Greenville, NC 27858

For Landscape Architecture, we propose:

Surface 678
Contact: Eric Davis, PLA, LEED AP
Email: edavis@surface678.com
Phone: (919) 282-9122
215 Morris Street, Suite 150
Durham, NC 27701

For Structural Engineering, we propose:

Lynch Mykins Structural Engineers, PC
Contact: Jeff Morrison, PE
Email: jmorrison@lynchmykins.com
Phone: (919) 302-5165
301 N. West Street, Suite 105
Raleigh, NC 27603

For Mechanical and Electrical Engineering, we propose:

EnTech Engineering, PA
Contact: Benny Rollins, PE, LEED AP
Email: brollins@entech-pme.com
Phone: (919) 920-7819
1071 N. Berkeley Blvd.
Goldsboro, NC 27532

For Exhibit Design, we propose:
Design Dimension, Inc.
 Contact: Betsy Peters Rascoe
 Email: betsy_peters@designndimension.com
 Phone: (919) 828-1485
 112 N. Church Street
 Zebulon, NC 27597

Fee

For the scope detailed above, we propose the following lump sum fees:

Basic Fees	
Schematic Design	\$27,400
Design Development	\$35,900
Construction Documents	\$60,800
Bidding	\$5,800
Subtotal Basic Fees	\$129,900
Additional Fees	
Boundary & Topographic Survey	\$8,700
Geotechnical Investigation/Report	\$4,100
Exhibit Design (Optional)	\$12,100
3D Renderings (Optional)	\$4,800
Construction Administration (Optional)	\$47,300
Record Drawings (Optional)	\$5,500
Subtotal Additional Fees	\$82,500
Total Fee (Basic + Additional)	\$212,400

Schedule

SD Design Phase	2 weeks
SD Review by Owner*	1 week
DD Design Phase	4 weeks
DD Review by Owner*	1 week
CD Design Phase	5 weeks
CD Review by Owner/AHJ*	1 week
Final Bid Set	2 weeks
Bid Selection	4 weeks
Contracts*	4 weeks
Building Construction*	22 to 26 weeks

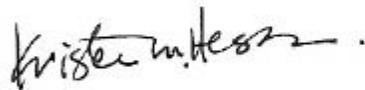
*Duration is estimated and beyond the design team's control.

Exclusions

Excluded Services, to be billed as Additional Services only if required:

- Meetings with the Owner beyond those included above
- Construction Administration (unless optional additional service is requested)
- Record drawings (unless optional additional service is requested)
- Furniture design and selection
- Hazardous materials testing and/or abatement design (to be provided by Owner)
- Independent cost estimating services
- Exhibit design for elements beyond those detailed above
- Plumbing engineering
- LEED design or consultation
- Special inspections
- Commissioning
- Energy Model / Life Cycle Cost Analysis (LCCA)
- Express review
- Specialty lighting selections
- Building facade lighting design
- Redesign for project cost-cutting
- Alternates for building or systems design
- Submittal / Permit / Recording Fees.
- 404 Wetlands Delineation and/or stream evaluation.
- Rezoning Application
- Traffic Impact Analysis
- Design and/or permitting of off-site utility and/or storm drainage improvements.
- Design and/or permitting of off-site roadway improvements other than those identified above
- Preparation of recordable recombination, easement, right-of-way, or other maps.
- Lighting Design and Photometric Plan Preparation
- Sanitary Sewer Pump Station, Vacuum Station or Force Main Design
- Onsite Wastewater System Design / Permitting
- Fire Sprinkler Design, Fire Pump or Storage Reservoir Design
- Site Plan Renderings
- Construction Staking
- All other services not included in the scope section above

Please let me know if you need additional information. We are excited to begin this project.



Kristen M. Hess, AIA, LEED AP
Principal

Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27858

Request for Qualifications (RFQ)

Date of Issue: **August 27, 2020**



Eppes Recreation Center Renovations

Through this RFQ the City of Greenville is soliciting Statements of Qualifications from architecture firms for the provision of bid documents related to renovations at the Eppes Recreation Center.

Project Manager Contact Information:

Mike Watson, Parks Coordinator
City of Greenville
Greenville Recreation and Parks Department
Parks Division
(252) 329-4539
mwatson@greenvillenc.gov

1. DEFINITIONS IN THIS RFQ

“City” means the City of Greenville.

“Statement of Qualifications” or **“SOQ”** is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ.

“Proposer” is the person, firm, or corporation that submits an SOQ.

“Designer” is the Proposer with which the City enters into a contract to provide the services stipulated in this RFQ.

2. PURPOSE OF RFQ & SCOPE OF SERVICES

The Eppes Recreation Center is located at 400 Nash Street, Greenville, NC. The recreation center was developed on the former campus of the C.M. Eppes High School. The school was built in 1928 and was forced to close after a fire in 1971. All that remained was a portion of the high school building and the gymnasium. Currently the 24,260 S.F. building includes a multi-purpose room, an activity room, weight room, and gymnasium. Locker rooms, restrooms, and offices provide support space. In 2013, renovations to the recreation center was done. Walls were painted, the basketball court was resurfaced, the restrooms were renovated, and disability access points were added. The weight, game, and multipurpose rooms were also renovated. There are three rooms dedicated to the C.M. Eppes alumni and three rooms are also used for the Police Athletic League (PAL) for an after school program.

In an effort to address much needed upgrades and renovations to the Eppes Recreation Center, the City is seeking professional architectural services for the provision of contract documents that includes construction documents, project manual, technical specifications and a statement of probable cost. The project focuses on major renovations to the main entrance that will include ADA renovations and reception area with security measures installed. Additionally the project will include a new teen room, renovations and updates to the weight room, installation of new HVAC in the Eppes Alumni and PAL areas, and renovated office and computer lab areas. Preservation of historical documents (photos, artwork, and clothing) for display shall also be included.

Site improvements for the project include ADA accessibility, resurfacing of one paved parking lot, and landscaping.

2.1. SCOPE OF SERVICES

The City of Greenville seeks a qualified firm to develop contract documents that includes construction documents, project manual, architectural renderings, technical specifications and a statement of probable cost for the renovation of the a portion of the existing 24,260 square feet building. The Designer shall prepare construction documents for the Eppes Recreation Center with the following building program elements:

2.2.1. CONTRACT DELIVERABLES – The Designer shall provide the following deliverables:

- a. **Schematic Phase**: Facilitate design meetings with the City to develop design solutions based on the program elements as needed for the Eppes Recreation Center. The Designer shall confirm all existing conditions documentation with the city, and prepare design studies including demolition, preliminary floor plans and site/civil plans. The Designer shall include site and building feasibility and schematic design for two front entrance options. Owner will chose best feasible option for a front entrance. The Designer shall submit schematic plans (25% completion of Construction Documents) for review, comment and approval by the City. A preliminary probable cost statement ~~prepared by an independent estimator~~ shall accompany the schematic drawings to ensure budget control.
- b. **Design Development**: The Designer shall provide design Development Documents (65% completion of construction documents), that include demolition plans, floor plans, sections and elevations, and outline specifications. In addition to architectural drawings, the Design Development documents shall include architectural renderings, plumbing, mechanical engineering, electrical engineering, and other related disciplines required for the successful completion of the work. The final submittal of the Design Development documents shall include a statement of probable cost ~~by an independent estimator~~ to ensure budget control. The Designer shall submit Design Development documents to the City for a review and final approval prior to proceeding with the Construction Documents Phase of the Project.
- c. **Construction Documents**: The Designer shall submit construction documents at 95% completion, for final review and comment by the City. The final submittal of bid documents shall be a sealed and signed set of construction documents detailing the work as it relates to materials, workmanship, finishes, and equipment required. The bid documents shall include plans, specifications, and a final statement of probable cost ~~prepared by an independent estimator~~. All final design documents shall be completed within four (4) months from the contract date.

In addition, the Designer shall provide the City with an electronic copy of the construction documents and an electronic copy of the technical specification in Microsoft Word or PDF format.

2.2.2. CONSTRUCTION BUDGET – The Designer shall provide complete construction documents for the renovation areas of the Eppes Recreation Center. The maximum price for construction of \$1,000,000.00. The construction price shall include materials, labor, equipment, permits, testing and construction inspection /administration.

2.2. CITY RESPONSIBILITIES

The City of Greenville shall be responsible for:

- a. Arranging, scheduling, and providing facility space for meetings.
- b. Providing the Designer with copies of relevant Eppes Recreation Center plans that can assist the consultant in his/her design. Note that the City can only provide those plans that are currently in existence, and is not responsible for plan information that is incorrect, incomplete, or out of date.
- c. Providing the Designer with a summary of the findings from previous related Public Input Sessions.
- d. Providing access to the facility during normal business hours of operation.

The City of Greenville shall work closely with the Designer to answer questions, make decisions, provide guidance and assist with coordination where needed. The City's responsibilities do not include conducting research and design tasks for the consultant.

2.3. CONTRACT

~~It is the City's intention to use the contract that is attached as **Appendix C**. If your firm objects to any of the contract's content, please state the objections.~~

Exceptions:

Any and all exceptions to the RFQ must be listed on an item-by-item basis and cross-referenced with the RFQ document. If there are no exceptions, Proposer must expressly state that no exceptions are taken.

If your firm wishes to submit a proposal that does not comply with the standards as discussed above, it is recommended that you also submit one that does comply in addition to the one that does not comply so that your "non-compliant" version can be considered as an alternative if the City is interested in it. This will allow your firm's compliant version to be considered if the City remains steadfast on applying the standards discussed above.

3. SUBMITTAL REQUIREMENTS

Firms that are interested in providing the required services to the Greenville Recreation and Parks Department (GRPD) are invited to submit their Statement of Qualifications (SOQ) to:

Greenville Recreation & Parks Department
2000 Cedar Lane
Greenville, NC 27858
Attn: Mike Watson

Each firm is solely responsible for the timely delivery of its SOQ. All SOGs must be received **by 2:00 pm local time on Thursday, September 17, 2020. No Qualification Packages will be accepted after this deadline.** Firms accept all risks of late delivery regardless of fault.

3.1. SUBMITTAL TIMELINE

The following is the likely schedule and timing leading up to a contract signing. The City may change this schedule as appropriate:

Advertisement.....	August 27, 2020
Deadline to submit questions	September 4, 2020
SOQs submitted	September 17, 2020
Evaluation procedure	September 23, 2020
Short Listed Consultant Interviews	September 28, 2020
Council contract approval.....	October 8, 2020

3.2. FORMAT

The SOQ should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the Proposer’s demonstrated capability to provide services of this type.

All requirements and questions should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer’s competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

The SOQ should be no longer than six pages in length, exclusive of individuals’ resumes, examples of work experience and references, and required MWBE forms (these items should be included in tabbed sections and placed behind the main document). Minimum font size should be the equivalent of 11pt Times New Roman. One-inch margins are preferred.

Interested firms should provide six (6) hard copies and one (1) electronic copy of a package containing the following:

3.2.1. COVER LETTER

The SOQ should contain a cover letter, signed by a principal in the firm, indicating his or her title that he or she has authority to submit the proposal on behalf of the firm, including the cover letter, and which should contain the following statement:

“The undersigned has the authority to submit this SOQ on behalf of the *legal name of company* in response to the City of Greenville RFQ for the Eppes Recreation Center Renovations”

The cover letter should contain one of the following two paragraphs:

“With respect to all trade secrets that the Proposer may submit to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer, the Proposer shall comply with the section of the RFQ titled “Trade Secrets and Confidentiality,” (see Appendix A) including but not limited to all of its subsections, such as the subsection titled “Defense of City.” The Proposer acknowledges that the City will rely on the preceding sentence.”

-or-

“The Proposer is not submitting and shall not submit any trade secrets to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer. The Proposer acknowledges that the City will rely on the preceding sentence.

3.2.2. NON-COLLUSION

This RFQ constitutes an invitation to bid or propose. Firms and their staff are prohibited from communicating with elected City officials and City employees regarding the RFQ or submittals from the time the RFQ has been released until all respondents have been notified and the selection results have been publicly announced. These restrictions extend to “thank you” letters, phone calls, and emails and any contact that results in the direct or indirect discuss of the RFQ and/or the Qualification Package submitted by the firm/team. Violation of this provision by the firm/team and/or its agents may lead to the disqualification of the firm’s /team’s submittal from consideration. Exceptions to the restrictions on communications with City employees are detailed in **Section 3.5 of the RFQ**. Acknowledge that you have read this section by including the following signed Non-Collusion affidavit with your response:

The City of Greenville prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, SOQs or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: _____

3.2.3. PROJECT TEAM (TAB 1)

Behind “Tab1” respond to the following requirements in the same sequence as listed:

- a). Identify the legal entity that would enter into the contract with the City and include location of company headquarters, local office location, type of business (sole proprietorship, partnership, or corporations), state of incorporation or organization, and the name and title of the person authorized to enter into an agreement.
- b). Identify the primary contact professional who would be assigned responsibility for this project and note their experience with projects of a similar scope. Also identify other assigned personnel, their qualifications and their location.
- c). For proposed sub-consultants, provide the name of each firm, the office location, contact name and telephone number, and the service to be provided.
- d). Provide an organizational chart, identifying all key members of the team including sub-consultants who would be assigned to this project. **Specifically identify individuals who will serve as project managers.**
- e). Provide a description of the professional and technical experience, background, qualifications and professional licensing / certification of the firm. The Proposer should show that their firm possesses demonstrated experience in all areas of the project scope of services.

- f). Include detailed resumes of all team members assigned to this project including sub-consultants.
- g). Illustrate the project availability of proposed project team members by indicating the percentage of their time to be devoted to the project.

3.2.4. RELEVANT EXPERIENCE (TAB 2)

Provide a summary of Proposer's experience with projects of similar scope.

Behind "Tab 2", to be attached to the SOQ, include detailed information for a maximum of ten previously completed projects by the firm or its sub-consultants that are similar in nature to this specific project, including, but not limited to, contracts with the City, currently in progress or having been performed in the past five (5) years comparable to this project as follows:

- List only projects **involving current staff** comprising your proposed team;
- List projects in **date order** with newest project listed first; and
- List projects in **North Carolina** first, followed by projects located in other states.

Information should include a description of the project, scope of work, location of project and total project cost; client name and telephone number; and dates of project work. As part of the selection process the City may contact the Proposer's references.

3.2.5. METHODS AND PROCEDURES (TAB 3)

The Proposal should provide a detailed methodology for accomplishing the entire project scope. This project approach shall include additional suggestions that are not specifically requested in this RFQ, but are considered necessary to ensure the highest degree of safety, constructability, value and operation. The respondent shall also provide an estimated amount of time needed to complete the scope of work. However, all final design documents shall be completed within four (4) months from the date of the contract.

If your SOQ assumes that the City will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

3.2.6. EQUAL BUSINESS OPPORTUNITY PROGRAM (TAB 4)

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has an adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "M/WBE Professional and Personal Services Forms" included in **Appendix B. Failure to complete the M/WBE forms shall be cause to deem the submittal nonresponsive.**

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Include the completed forms behind "Tab 4" to be attached to the SOQ.

3.3. LIMIT ON CLAIMS

No Proposer will have any claims or rights against the City for participating in the SOQ process, including without limitation submitting an SOQ. The only rights and claims any Proposer will have against the City arising out of participating in the SOQ process will be in the Contract with the selected Proposer.

3.4. COMMUNICATION GUIDELINES AND QUESTIONS

Upon review of the RFQ documents, firms may have questions to clarify or interpret the RFQ in order to submit the best proposal possible. To accommodate the Qualification Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to mwatson@greenvillenc.gov by the date and time specified above. Vendors should enter "Eppes RFQ Questions" as the subject for the email.

Responses will be posted in the form of an addendum to the RFQ on the City's website at <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>. No information, instruction or advice provided orally or informally, whether made in response to a question or otherwise in connection with this RFQ, shall be considered authoritative or binding.

Questions received after the stated deadline will not be answered.

No contact regarding this RFQ will be allowed between Proposers or potential Proposers and employees of the CITY staff after issuance of the RFQ with the exception of the Financial Services Manager. Any such contact may disqualify a firm from further consideration. Requests for clarification from Proposers will be allowed provided that such requests are made through the Financial Services Manager in writing. .

3.5. COMPENSATION

Compensation will be negotiated with the successful Proposer.

3.6. EVALUATION CRITERIA

It is the policy of the City that the selection of firms to provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. GRPD shall conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFQ. GRPD will appoint a selection committee to perform the evaluations, and shall put each SOQ submitted

through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFQ.

The evaluation criteria are intended to be used to make a recommendation to the entity or person who will award the contract, but who is not bound to use these criteria or to award to a firm on the basis of the recommendation. Further, the City reserves the right to vary from this procedure as it determines to be in the City's interest. For example, the City may request clarification of any point in a firm's/team's Qualification Package or obtain additional information. All firms/teams who submit a Qualification Package will be notified of the selection committee's choice. Final approval of any selected firm/team is subject to the action of City Council.

3.6.1. EVALUATION METHOD

Compliance Check: All SOQs will be reviewed to verify that minimum requirements have been met. SOQs that have not followed the requirements in this RFQ or do not meet minimum content and quality standards may be eliminated from further consideration.

Analysis: Members of an evaluation team will independently analyze each SOQ. The evaluation team will analyze how the Proposers' qualifications, experience, professional content, and proposed methodology meet the City's needs. Points will be assigned by each committee member using the point-scoring schedule below as a guideline.

At the discretion of the City, the evaluation team may decide to conduct interviews of a short list of Proposers.

3.6.2. POINT-SCORING SCHEDULE

Qualifications will be evaluated using the minimum following criteria (Total possible points = 100):

1). Proposer's Qualifications and Experience: 25 Points

Verifiable technical capacity, experience on similar projects and an outstanding record of successfully completed projects. Past performance on City projects may be considered.

2). Personnel Qualifications and Experience: 20 Points

Proposer's principal(s), years of experience and number of years with the firm/company. Proposer's location and experience of personnel assigned to the project, their projected educational background, certification and licensing that are deemed to meet the project requirements.

3). Project Approach: 25 Points

Proposer's familiarity with, and understanding of the project and their ability to innovate upon and complete the work.

4). Workload / Ability to meet Schedule: 20 points

Proposer's current workload, number of active projects, and availability to work on this project.

5). Historical Preservation Experience: 5 points

Proposer's familiarity with and knowledge of preservation of historic materials.

6). Proposer's Accessibility: 5 points

Proposer's geographic location and methods of accessibility through technology.

Price will NOT be considered in the selection process; however, the City reserves the right to terminate negotiations with the selected firm and proceed to another firm should fee negotiations fail. Selection of firms will be based on the entirety of the information submitted. Special emphasis

shall be given to project team experience in successfully delivering similar projects within budgeted estimates and in adherence to developed schedules. The City reserves the right to award projects in a manner that is in the best interest of the City. It may combine, divide, add to, or reduce the scope of the work to the benefit of the City. It also reserves the right to perform portions of the work "in-house" with existing staff.

4. ADDITIONAL PROVISIONS OF THIS RFQ

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning any firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and a firm jointly execute a contract.

4.1. FINANCIAL CONDITION OF THE FIRM

The City may request that the Proposer provide an annual operating statement, completed income tax form, or other reasonably comprehensive evidence of financial condition. Financial data provided in response to this RFQ will be held confidential if marked "confidential".

4.2. DISCRETION OF THE CITY

The City reserves the right to request substitutions of sub-consultants. The City reserves the right to contact any firm/team to negotiate if such is deemed desirable by the City. The City of Greenville reserves the right to reject any or all SOQs. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any SOQ, whether or not something is stated to be mandatory and whether or not it is said that an SOQ will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for the work with one or more firms that do not submit an SOQ. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion.

4.3. E-VERIFY COMPLIANCE

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

4.4. CONFLICT OF INTEREST

Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

4.5. FEDERAL LAW

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

4.6. WITHDRAWAL OF PROPOSALS

No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.

4.7. SERVICES PERFORMED

All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

4.8. INDEPENDENT CONTRACTOR

It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, workers' compensation, pension or retirement benefits.

4.9. VERBAL AGREEMENT

The City will not be bound by any verbal agreements.

4.10. INSURANCE REQUIRMENTS

The Proposer must be willing and able to provide insurance coverage, bonding and forms required by the City. The insurance required for professional services can be found in **Appendix C, Section 6 of the Standard form of Agreement.**

4.11. IRAN DIVESTMENT ACT

Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

Appendix A: Trade Secrets and Confidentiality

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep Trade Secrets confidential.

(a) Designation of Confidential Records. The terms “Trade Secrets” and “record” are defined in (a)(1) (Definitions). To the extent that the Proposer wishes to maintain the confidentiality of Trade Secrets contained in materials provided to the City that will or may become a record, the Proposer shall prominently designate the material as “Trade Secrets” at the time of its initial disclosure to the City. The Proposer shall not designate any material provided to the City as Trade Secrets unless the Proposer has a reasonable and good-faith belief that it contains a Trade Secret. When requested by the City, the Proposer shall promptly disclose to the City the Proposer’s reasoning for designating individual materials as Trade Secrets. In providing materials to the City, the Proposer shall make reasonable efforts to separate those designated as Trade Secrets from those not so designated, both to facilitate the City’s use of records and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a Trade Secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only Trade Secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “Trade Secrets” in accordance with this section. Whenever the Proposer ceases to have a good-faith belief that a particular record contains a Trade Secret, it shall promptly notify the City.

(1) Definitions.

“Trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

“Record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Greenville in connection with the Proposer’s SOQ.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as Trade Secrets in accordance with subsection (a), the City may

- (1) decline the request for access,
- (2) notify the Proposer of the request and that the City intends to provide the person access to the record because applicable law requires that the access be granted, or
- (3) notify the Proposer of the request and that the City intends to decline the request.

Before declining the request, the City may require the Proposer to give further assurances so that the City can be certain that the Proposer will comply with subsection (c) (Defense of City).

(c) Defense of City. If the City declines the request for access to a record designated as Trade Secrets in accordance with subsection (a), the Proposer shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the Proposer shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney. Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the Proposer. The City may require the Proposer to provide proof of the Proposer's ability to pay the amounts that may reasonably be expected to become monetary obligations of the Proposer pursuant to this section. If the Proposer fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any natural person to be imprisoned or placed in substantial risk of imprisonment as a result of alleged nondisclosure of records or for alleged noncompliance with a court order respecting disclosure of records. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the Proposer.

**Design RFQ
Addendum No. 01**



Project Name: Eppes Recreation Center Renovations	Project No.: RFP# 20-21-09
Prepared By: Mike Watson	Date: September 4, 2020

General Questions, Clarifications & Requirements:

Q: The RFP proceeds to spell out what needs to be in each tabbed section, but also indicates that the SOQ should be behind the main document. Could you please confirm that the no more than 6 pages is referring to the cover letter, all 3.2.3 Project Team requirements except item f. resumes, and 3.2.5 methods and procedures? And also note if these parts need to be in the tabs indicated in the RFP or placed in the front?

A: The cover letter and tabs 1, 2 & 4 are excluded from the 6 page count. All parts/items shall be in the tabs as indicated in the RFQ.

End of Addendum No. 01

ATTACHMENT D

City of Greenville/Greenville Utilities
Commission Minority and Women Business Enterprise
Program

**City of Greenville
MWBE Guidelines for Professional Service
Contracts
\$50,000 and above**

These instructions shall be included with each bid solicitation.

City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise Program

**MWBE Guidelines for Professional Service Contracts
\$50,000 and above**

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City’s and Utilities’ contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Service providers responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspirational goals for participation.

	CITY	
	MBE	WBE
Professional Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for the City’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for the City’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a “WBE” and “MBE” will satisfy the “MBE” category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to sub consultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form

Minimum Compliance Requirements: All written statements, signed forms, or intentions made by the Submitter shall become a part of the agreement between the Submitter and the City for performance of contracts. Failure to comply with any of these statements, signed forms, or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a Submitter has made Good Faith Efforts, the City will evaluate all efforts made by the Submitter and will determine compliance in regard to quantity, intensity, and results of these efforts.

Sub-Service Provider Utilization Plan

FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
 _____ we propose to expend a minimum of _____%

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____% of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Statement of Intent to Perform work without

Sub-Service Providers

FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, _____, hereby certify that it is our intent to perform **100% of the work required** for the _____ contract.
(Project Name)

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of sub consultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
 Check box to indicate documentation is attached.
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
 Check box to indicate documentation is attached.
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final sub consultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the
 (Company Name)

_____ we will expend a minimum of _____%
 (Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____% of the total dollar amount of the work with **WBE**.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the submitter to the commitment herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Will this request change the dollar amount of the contract? Yes No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):

Increase Decrease No Change

Name of sub consultant: _____

Service provided: _____

Proposed Action:

____ Replace sub consultant

____ Perform work in-house

For the above actions, you must provide one of the following reasons (Please check applicable reason):

____ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

____ The listed MBE/WBE is bankrupt or insolvent.

____ The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

____ The work performed by the listed subconsultant is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subconsultant is substantially delaying or disrupting the progress of the work.

If replacing sub consultant:

Name of replacement sub consultant: _____

Is the subconsultant a certified MWBE ? ___ Yes ___ No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

___ Increase total dollar amount of work

___ Decrease total dollar amount of work

___ Add as an additional sub

consultant*

Please describe reason for requested action: _____

**If adding additional sub consultant:*

Is the sub consultant a certified MWBE? ___ Yes ___ No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval_Y_N

Date _____

Signature _____

Pay Application No. _____
Purchase Order No. _____

Proof of Payment Certification
MWBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

Current Contract Amount (including change orders): \$_____

Requested Payment Amount for this Period: \$_____

Is this the final payment? ___ Yes ___ No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D) Date: _____

Date: _____

Certified By: _____
Name

Title

Signature



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Ordinances and Resolutions Updating Boards and Commissions

Explanation: The City Council recognized the need to examine the City's advisory boards and commissions for their current use and efficiency. Based on that need, the City Clerk's Office connected with staff and board members to gauge current practices and take feedback on perceived duties, scope, and efficacy. Staff discovered potential areas to improve efficiency and brought proposals to the City Council at its January 2020 and August 2020 Workshops. Based on the feedback from the City Council, staff recommends the following changes:

- Merge the Greenville Bicycle & Pedestrian Commission with the Public Parking and Transportation Commission to create the Multimodal Transportation Commission.
- Merge the duties of the Investment Advisory Committee, OPEB Committee, and Audit Committee and designate those duties to the Audit Committee. Additionally, based on the feedback received from the City Council, it is recommended that the appointment process be amended to allow appointment of members by the City Council rather than direct appointment by the Mayor. It is further recommended that the name of the Audit Committee be updated to reflect its additional duties.
- Dissolve the Redevelopment Commission and shift the administration of the Small Business Plan Competition to the Affordable Housing Loan Committee. The Redevelopment Commission of Greenville has powers set forth in state law to acquire real property for redevelopment purposes. State law provides that if Council abolishes the Commission such abolition shall not be in effect until at least 90 days after adoption to allow the Commission to be dissolved and take such actions as transferring any real property to the City. See GS 160A-505(b).

The City Clerk's Office will continue exploring potential areas for efficiency and other measures such as:

- Defining resources available to boards and commissions

- Implementing orientation sessions for new staff liaisons and board chairs
- Creating a standard for City Council items that outlines when a committee's input is needed
- Changing the format of the boards and commissions presentations to the City Council
- Modifying the application process to make it more accessible and to keep the information current
- Implementing a regular, formal recognition of board and commission members.

Fiscal Note: No direct fiscal impact.

Recommendation: Approve the proposed changes by adopting the attached ordinances and resolutions:

- Proposed Ordinance Creating the Multimodal Transportation Commission
- Proposed Ordinance Dissolving the Redevelopment Commission
- Proposed Resolution Amending the Duties of the Affordable Housing Loan Committee
- Proposed Resolution Dissolving the Investment Advisory Committee
- Proposed Resolution Updating the Name and Duties of the Audit Committee

Have the City Clerk's Office update the City's Board & Commission Policy to reflect changes for the City Council's approval, and continue to explore additional opportunities for efficiency and bring recommendations as appropriate.

ATTACHMENTS:

- ▢ **Proposed_Ordinance_Creating_the_Multimodal_Transportation_Commission_1134603**
- ▢ **Proposed_Ordinance_Dissolving_the_Redevelopment_Commission_1135922**
- ▢ **State Statute 160A-505**
- ▢ **Proposed_Resolution_Amending_the_Affordable_Housing_Loan_Committees_Duties_1135925**
- ▢ **Proposed_Resolution_Dissolving_the_Investment_Advisory_Committee_1135927**
- ▢ **Proposed_Resolution_Updating_the_Duties_and_Name_of_the_Audit_Committee_1136006**

ORDINANCE NO. _____
AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 2 OF THE CITY CODE
BY DELETING ARTICLE I DISSOLVING THE GREENVILLE BICYCLE AND
PEDESTRIAN COMMISSION AND AMENDING ARTICLE C WHICH ESTABLISHES THE
MULTIMODAL TRANSPORTATION COMMISSION AND DISSOLVES THE PUBLIC
TRANSPORTATION AND PARKING COMMISSION

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

Section 1: That code sections 2-3-91 – 2-3-96 creating the Greenville Bicycle and Pedestrian Commission found in Article I, Chapter 3, Title 2 of the City Code are hereby repealed.

Section 2: That the code sections 2-3-21 – 2-3-24 creating the Public Transportation and Parking Commission found in Article C, Chapter 3, Title 2 of the City Code are hereby deleted and replaced with the following:

“Article C. Multimodal Transportation Commission

Sec. 2-3-21. Creation.

The Multimodal Transportation Commission is hereby created to advance and encourage multimodal options for the citizens and visitors of Greenville and provide advice and recommendations to the City Council on issues related to public transportation, bicycle, and pedestrian related issues.

Sec. 2-3-22. Members – Numbers.

- a) The Multimodal Transportation Commission shall consist of seven (7) members, all of whom shall be citizens and residents of the city. Each member shall be appointed by the City Council.
- b) The Director of the Public Works Department and the Director of the Engineering Department shall serve as ex-officio, non-voting advisors to the Commission.

Sec. 2-3-23. Members – Terms of Office.

Members shall serve staggered terms with each term being two (2) years. The initial membership of the Multimodal Transportation Commission shall be comprised of six (6) members of the Greenville Bicycle and Pedestrian Commission and three (3) members of the Public Transportation & Parking Commission. The initial membership will be staggered with four (4) members serving 2-year terms, three (3) members serving 1-year terms, and two (2) members serving 3-year final terms.

Sec. 2-3-24. Organization, Meetings, and Records

The Multimodal Transportation Commission shall meet and elect a Chair and Vice-Chair. The term of officers shall be two (2) years. The Commission shall keep such records of its members' attendance and of its resolutions, discussions, findings, and recommendations, which records shall be open to the public. All of the Commission meetings shall be open to the public. For the purpose of taking any official action, there shall be present a quorum of total members minus vacant seats.

Sec. 2-3-25. Responsibilities and Duties.

The responsibilities and duties of the Multimodal Transportation Commission are hereby defined as follows:

- (1) To recommend to City Council on the operation of the GREAT transit system and develop a continuing strategy for public transit with the city and surrounding metropolitan area;
- (2) To recommend to City Council on the development of a multimodal transportation system as it relates to the city;
- (3) To study and promote the integration of bicycling and walking into City of Greenville policies and practices;
- (4) To study proposed changes in laws, regulations, and codes concerning bicycle riders, pedestrians, users of personal mobility devices, and related stakeholders and to advise the Greenville City Council with respect to proposed changes;
- (5) To serve as an advisory and discussion board for new bicycle lanes, sidewalks, trails, and routes proposed by city of Greenville staff and other groups;
- (6) To educate and inform the public and local officials on transportation, bicycle and pedestrian issues;
- (7) To facilitate citizen participation in matters involving transportation, bicycle and pedestrian questions;”

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 will become effective January 1, 2021.

This the ____ day of October, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

ORDINANCE NO. _____
AN ORDINANCE REPEALING ORDINANCE NO. 02-67, ABOLISHING THE
REDEVELOPMENT COMMISSION

WHEREAS, Council enacted Ordinance No. 02-67 creating the Redevelopment Commission of Greenville on or about June 13, 2002;

WHEREAS, the Redevelopment Commission of Greenville (“Commission”) has powers set forth in Article 22 of Chapter 160A of the NCGS including the power to acquire real property for redevelopment purposes;

WHEREAS, the Commission previously acquired and currently holds title to at least 8 parcels within the City of Greenville and the parcel numbers and addresses for those properties are #78525 - 424 W Fifth St; #17032 - 1401 W Fifth St; #17028 - 1400 W Sixth St; #20038 - 729 Dickinson Avenue; #14718 -805 Ward St; #22418 - 650 Atlantic Avenue; #13314 - 431 Bonners Ln; #11901 - Atlantic Avenue;

WHEREAS, Council in its discretion, desires to abolish the Commission, and state law, NCGS 160A-505(b) provides that abolition of the Commission shall be effective on a day set in such resolution (ordinance) not less than 90 days after its adoption; and

WHEREAS, the City administration recommends that the Commission cease to exist as of March 1, 2021, in order to give City staff time to identify all parcels titled in name of Commission, including parcels referenced above, and Council direct chair of Commission to execute deeds conveying such parcels to the City, and conclude any other of the affairs of the Commission.

THE CITY COUNCIL OF THE CITY OF GREENVILLE DOES HEREBY ORDAIN:

Section 1. Pursuant to N.C.G.S. 160A-505(b), Commission will cease to exist on March 1, 2021. Ordinance 02-67, which created the Commission, will be repealed effective on March 1, 2021 and Commission will cease to exist on that same date.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Property titled in name of the Commission vests in the City and chair of Commission is authorized to execute deeds conveying such property to City and Commission may conduct any function authorized by law that involves disposing of any pending Commission matters up to and including March 1, 2021.

Section 4. Members of the Redevelopment Commission will be offered seats on the Affordable Housing Loan Committee with terms each being 1-year final terms, commencing February 1, 2021.

Section 5. 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 6. This ordinance shall become effective immediately upon its adoption.

Section 7. This ordinance shall be recorded in the Pitt County Registry and shall be indexed in the name of the Redevelopment Commission of Greenville in the grantor index.

This the ____ day of October, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

§ 160A-505. Alternative organization.

(a) **(See note)** In lieu of creating a redevelopment commission as authorized herein, the governing body of any municipality may, if it deems wise, either designate a housing authority created under the provisions of Chapter 157 of the General Statutes to exercise the powers, duties, and responsibilities of a redevelopment commission as prescribed herein, or undertake to exercise such powers, duties, and responsibilities itself. Any such designation shall be by passage of a resolution adopted in accordance with the procedure and pursuant to the findings specified in G.S. 160A-504(a) and (b). In the event a governing body designates itself to perform the powers, duties, and responsibilities of a redevelopment commission, then where any act or proceeding is required to be done, recommended, or approved both by a redevelopment commission and by the municipal governing body, then the performance, recommendation, or approval thereof once by the municipal governing body shall be sufficient to make such performance, recommendation, or approval valid and legal. In the event a municipal governing body designates itself to exercise the powers, duties, and responsibilities of a redevelopment commission, it may assign the administration of redevelopment policies, programs and plans to any existing or new department of the municipality.

(a) **(For effective date, see note)** In lieu of creating a redevelopment commission as authorized herein, the governing body of any municipality may, if it deems wise, either designate a housing authority created under the provisions of Chapter 157 of the General Statutes to exercise the powers, duties, and responsibilities of a redevelopment commission as prescribed herein, or undertake to exercise such powers, duties, and responsibilities itself. Any such designation shall be by passage of a resolution adopted in accordance with the procedure and pursuant to the findings specified in G.S. 160A-504(a) and (b). In the event a governing body designates itself to perform the powers, duties, and responsibilities of a redevelopment commission under this subsection, or exercises those powers, duties, and responsibilities pursuant to G.S. 153A-376 or G.S. 160A-456, then where any act or proceeding is required to be done, recommended, or approved both by a redevelopment commission and by the municipal governing body, then the performance, recommendation, or approval thereof once by the municipal governing body shall be sufficient to make such performance, recommendation, or approval valid and legal. In the event a municipal governing body designates itself to exercise the powers, duties, and responsibilities of a redevelopment commission, it may assign the administration of redevelopment policies, programs and plans to any existing or new department of the municipality.

(b) The governing body of any municipality which has prior to July 1, 1969, created, or which may hereafter create, a redevelopment commission may, in its discretion, by resolution abolish such redevelopment commission, such abolition to be effective on a day set in such resolution not less than 90 days after its adoption. Upon the adoption of such a resolution, the redevelopment commission of the municipality is hereby authorized and directed to take such actions and to execute such documents as will carry into effect the provisions and the intent of the resolution, and as will effectively transfer its authority, responsibilities, obligations, personnel, and property, both real and personal, to the municipality. Any municipality which abolishes a redevelopment commission pursuant to this subsection may, at any time subsequent to such abolition or concurrently therewith, exercise the authority granted by subsection (a) of this section.

On the day set in the resolution of the governing body:

- (1) The redevelopment commission shall cease to exist as a body politic and corporate and as a public body;
- (2) All property, real and personal and mixed, belonging to the redevelopment commission shall vest in, belong to, and be the property of the municipality;

- (3) All judgments, liens, rights of liens, and causes of action of any nature in favor of the redevelopment commission shall remain, vest in, and inure to the benefit of the municipality;
- (4) All rentals, taxes, assessments, and any other funds, charges or fees, owing to the redevelopment commission shall be owed to and collected by the municipality;
- (5) Any actions, suits, and proceedings pending against, or having been instituted by the redevelopment commission shall not be abated by such abolition, but all such actions, suits, and proceedings shall be continued and completed in the same manner as if abolition had not occurred, and the municipality shall be a party to all such actions, suits, and proceedings in the place and stead of the redevelopment commission and shall pay or cause to be paid any judgment rendered against the redevelopment commission in any such actions, suits, or proceedings, and no new process need be served in any such action, suit, or proceeding;
- (6) All obligations of the redevelopment commission, including outstanding indebtedness, shall be assumed by the municipality, and all such obligations and outstanding indebtedness shall be constituted obligations and indebtedness of the municipality;
- (7) All ordinances, rules, regulations and policies of the redevelopment commission shall continue in full force and effect until repealed or amended by the governing body of the municipality.

(c) Where the governing body of any municipality has in its discretion, by resolution, abolished a redevelopment commission pursuant to subsection (b) above, the governing body of such municipality may, at any time subsequent to the passage of a resolution abolishing a redevelopment commission, or concurrently therewith, by the passage of a resolution adopted in accordance with the procedures and pursuant to the findings specified in G.S. 160A-504(a) and (b), designate an existing housing authority created pursuant to Chapter 157 of the General Statutes to exercise the powers, duties, and responsibilities of a redevelopment commission. Where the governing body of any municipality designates, pursuant to this subsection, an existing housing authority created pursuant to Chapter 157 of the General Statutes to exercise the powers, duties, and responsibilities of a redevelopment commission, on the day set in the resolution of the governing body passed pursuant to subsection (b) of this section, or pursuant to subsection (c) of this section:

- (1) The redevelopment commission shall cease to exist as a body politic and corporate and as a public body;
- (2) All property, real and personal and mixed, belonging to the redevelopment commission or to the municipality as hereinabove provided in subsections (a) or (b), shall vest in, belong to, and be the property of the existing housing authority of the municipality;
- (3) All judgments, liens, rights of liens, and causes of action of any nature in favor of the redevelopment commission or in favor of the municipality as hereinabove provided in subsections (a) or (b), shall remain, vest in, and inure to the benefit of the existing housing authority of the municipality;
- (4) All rentals, taxes, assessments, and any other funds, charges or fees owing to the redevelopment commission, or owing to the municipality as hereinabove provided in subsections (a) or (b), shall be owed to and collected by the existing housing authority of the municipality;

- (5) Any actions, suits, and proceedings pending against or having been instituted by the redevelopment commission, or the municipality, or to which the municipality has become a party, as hereinabove provided in subsections (a) or (b), shall not be abated by such abolition but all such actions, suits, and proceedings shall be continued and completed in the same manner as if abolition had not occurred, and the existing housing authority of the municipality shall be a party to all such actions, suits, and proceedings in the place and stead of the redevelopment commission, or the municipality, and shall pay or cause to be paid any judgments rendered in such actions, suits, or proceedings, and no new processes need be served in such action, suit, or proceeding;
- (6) All obligations of the redevelopment commission, or the municipality as hereinabove provided in subsections (a) or (b), including outstanding indebtedness, shall be assumed by the existing housing authority of the municipality; and all such obligations and outstanding indebtedness shall be constituted obligations and indebtedness of the existing housing authority of the municipality.
- (7) All ordinances, rules, regulations, and policies of the redevelopment commission, or of the municipality as hereinabove provided in subsections (a) or (b), shall continue in full force and effect until repealed and amended by the existing housing authority of the municipality.

(d) A housing authority designated by the governing body of any municipality to exercise the powers, duties and responsibilities of a redevelopment commission shall, when exercising the same, do so in accordance with Article 22 of Chapter 160A of the General Statutes. Otherwise the housing authority shall continue to exercise the powers, duties and responsibilities of a housing authority in accordance with Chapter 157 of the General Statutes. (1969, c. 1217, s. 1; 1971, c. 116, ss. 1, 2; 1973, c. 426, s. 75; 1981 (Reg. Sess., 1982), c. 1276, s. 13; 2003-403, s. 16.)

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE AMENDING
RESOLUTION NO. 94-6, AMENDING THE RESPONSIBILITIES OF THE AFFORDABLE
HOUSING LOAN COMMITTEE OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City of Greenville recognizes the need to update its advisory boards and commissions in an effort to improve efficiency and better serve the citizens of Greenville;

WHEREAS, the City Council of the City of Greenville recognizes that there are tasks and duties that can be consolidated between boards and committees;

NOW, THEREFORE, BE IT RESOLVED that the duties of the Affordable Housing Loan Committee of Greenville, North Carolina be updated as follows:

1. The Affordable Housing Loan Committee will approve loans made under the Affordable Housing Bond Programs for first time home buyer down payment assistance, home mortgages, and elderly homeowner rehabilitation loans.
2. The Affordable Housing Loan Committee will make recommendations to City Council regarding the purchase of land to be used for affordable housing developments, creation and set up of loan pool mortgage agreements with other financial institutions and making changes in funding allocations by funding category.
3. The Affordable Housing Loan Committee may review other housing related policies and activities as deemed appropriate by the Greenville City Council.
4. (ADDED) The Affordable Housing Loan Committee will administer the Small Business Plan Competition and approve loans made under that program.
5. The Affordable Housing Loan Committee shall be composed of seven members and one alternate member who shall serve for three year terms. Each member shall be eligible for reappointment. The committee shall be racially diverse and composed of persons with experience and an interest in housing. The members may be of the following professions:
 - A. A Banker
 - B. A Lawyer
 - C. A Realtor
 - D. A member of the building profession or developer
 - E. A member of the social service organization
 - F. A member of a local housing group.
6. At its first meeting, rules of procedure shall be adopted and officers will be elected from its membership. The committee will submit a name to be considered by City Council for filling the alternate seat.
7. The committee is a public body and is subject to the open meetings law.
8. The Planning & Development Services Director (POSITION UPDATED) or their designee shall serve as Executive Secretary and shall provide technical assistance as necessary.

NOW, BE IT FURTHER RESOLVED that the Affordable Housing Loan Committee will accept members from the Redevelopment Commission each for a final one-year term that will commence on February 1, 2021 and end on January 31, 2022.

Resolved this the _____ day of October, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

RESOLUTION NO. _____
RESOLUTION AMENDING RESOLUTION 06-37 BY REPEALING IT IN ITS ENTIRETY,
DISSOLVING THE INVESTMENT ADVISORY COMMITTEE

WHEREAS, the City of Greenville recognizes the need to update its advisory boards and commissions in an effort to improve efficiency and better serve the citizens of Greenville; and

WHEREAS, the City Council of the City of Greenville recognizes that there are tasks and duties that can be consolidated between boards and committees;

NOW, THEREFORE BE IT RESOLVED BY THE GREENVILLE CITY COUNCIL:
amends Resolution 06-37 in its entirety, thus dissolving the Investment Advisory Committee:

1. That Resolution 06-37 be amended by repealing it in its entirety, thus dissolving the Investment Advisory Committee.
2. All resolutions and ordinances and clauses of resolutions or ordinances in conflict are hereby repealed
3. This resolution shall take effect from and after its adoption.

Adopted this the _____ day of October, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

RESOLUTION NO. _____
AMENDING THE AUDIT COMMITTEE TO UPDATE ITS DUTIES AND CHANGE ITS
NAME TO THE AUDIT AND INVESTMENT COMMITTEE

WHEREAS, the City of Greenville recognizes the need to update its advisory boards and commissions in an effort to improve efficiency and better serve the citizens of Greenville;

WHEREAS, the City Council of the City of Greenville recognizes that there are tasks and duties that can be consolidated between boards and committees;

WHEREAS, the Greenville City Council adopted a proposal at its April 14, 2011, City Council meeting, creating an Audit Committee; and

NOW, THEREFORE BE IT RESOLVED BY THE GREENVILLE CITY COUNCIL that the duties of the Audit Committee be amended as follows:

- In consultation with the GUC Finance Committee or other designated GUC representatives, recommend to the City Council and GUC Board the selection process to select an independent firm of certified public accountants, qualified to perform the annual audit of the City/GUC;
- Following the process approved by the City Council and GUC Board, meet with the GUC Finance Committee or other designated GUC representatives to recommend to the City Council and GUC Board an independent firm of certified public accountants, qualified to perform the annual audit of the City/GUC;
- Review the arrangements for the scope of the annual audit, accounting principles (including alternatives), materiality limits incorporated in the audit, and to determine the reasonableness and adequacy of the audit fee;
- Review the terms of an engagement letter from the selected independent auditors;
- Meet with the selected independent auditors during the annual audit to discuss the auditing process including the examination of internal controls currently prescribed by the City;
- Review the auditors' report and audited financial statements to determine that these financial statements present fairly the financial position and results of operations and that the independent auditors have no reservations about them and to make such recommendations thereon to the City Council as deemed necessary by the Committee;
- Make recommendations, if any, to the City Council regarding the following financial documents:
- Annual audited financial statements,

- Management letter submitted by the independent auditors,
- Response to management letter submitted by City staff, and
- Financial management policies;

- Review component unit information as necessary in relation to the City's annual audit report;

- Determine whether there are any unresolved issues between the staff and the independent auditors, which could affect the financial statements;

- Make reports and recommendations to the City Council on other matters referred to it by the City Council.

- (ADDED) Assist in developing and evaluating investment strategies and options in compliance with the investment guidelines in the policy for the City of Greenville.

- (ADDED) Perform other duties as may be assigned to it by the Investment policy or upon motion of the City Council.

- (ADDED) Receive updates and reports on Other Post-Employment Benefits (OPEB) from the City of Greenville's Authorized Representatives (City Manager and Director of Financial Services, designated by the City Council's Resolution 09-25).

Membership; Appointment; Terms;

1. The Committee shall be composed of three (3) members of the City Council and the City of Greenville's Authorized Representatives of the City's OPEB fund.

2. City Council Members will serve a term of two years with appointments made by a vote of the City Council after the biennial municipal election cycle at the City Council's first meeting of business.

Organization; Meetings

1. The Committee will meet a minimum of two (2) times during the year. The Financial Services Director will schedule meetings and distribute meeting materials to the Committee. All meetings shall be open to the public and conducted pursuant to the North Carolina Open Meetings Law.

2. The Committee will elect a Chairperson and Vice-Chairperson at the first meeting following appointments to the board for a term that will continue until a new board is appointed by the City Council after an election cycle.

3. The Chairperson shall preside at all meetings and perform other duties assigned by the Committee. The Vice-Chairperson shall act in the place of the Chairperson during the latter's absence or incapacity to act.

4. All minutes and records will be on file and available for inspection at the Financial Services Department Office.
5. A quorum of two members shall be necessary to take any official action of the Committee.

Contributions

The Committee may not receive contributions from private agencies, foundations, organizations, individuals and state or federal government, or any other source unless approved by City Council, to be used and accounted for as directed by the City Council.

BE IT FURTHER RESOLVED that the name of the Audit Committee be changed to the Audit and Investment Committee to reflect its updated duties.

Adopted this the _____ day of October, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item:

Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to create standards for Agricultural Master Plan Communities

Explanation:

History: Over the last several months City Staff has been in communication with a developer in order to develop possible changes to the land use ordinance to accommodate an innovative type of residential subdivision centered around agriculture and community health. These communities are called Agrihoods and typically consist of a low density residential community that is situated around managed commercial farm land, and a low intensity commercial center.

The City already has standards for Master Plan Communities, but the proposed Agricultural Master Plan Communities are centered on agricultural as a central component of the subdivision. An agricultural master plan community is focused on developments that emphasize production of agricultural products that cater to the needs of the local community. A master plan community requires City Council approval via a special use permit.

Purpose and intent:

(A) The purpose and intent of a master plan community is to provide an alternative to traditional development standards, which is intended to:

- (1) Reduce initial development costs by reducing standard minimum lot size and setback requirements while reserving areas for common use;
- (2) Preserve the character of surrounding neighborhoods and enhance the physical appearance of the area by preserving natural features, existing vegetation, while providing recreational and open areas;
- (3) Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas;
- (4) Promote economical and efficient land use, which can result in smaller networks of public facilities, utilities and streets;
- (5) Provide for an appropriate and harmonious

- (6) Promote energy conservation by optimizing the orientation, layout and design of structures to take maximum advantage of solar heating/cooling schemes and energy conserving landscaping;
- (7) Encourage innovations in residential development so that the growing demands of population may be met by greater variety in type, design and layout of buildings; and
- (8) Provide a procedure that can relate the type, design and layout of development to a particular site and the particular demand for housing and other facilities at the time of development in a manner consistent with the preservation of property values within established residential areas.

(B) For purposes of this article a *master plan community* shall be defined as a unified development that meets all of the following:

- (1) Land under common ownership, to be planned and developed as an integral unit;
- (2) A single development or a programmed series of development, including all land, uses and facilities;
- (3) Is constructed according to comprehensive and detailed plans that include streets, drives, utilities, lots and building sites. Plans for such building locations, uses and their relation to each other shall be included and detailed plans for other uses and improvements of land showing their relation to the buildings shall also be included; and
- (4) Provides for the provision, operation and maintenance of areas, facilities and improvements as shall be required for perpetual common use by the occupants of the master plan community.

(C) For the purposes of this article Master Plan Communities may be developed in one of two ways, either as a *traditional master plan community* or as an *agricultural master plan community*. The focus of a traditional master plan community is on providing residents with robust recreation and open space. An agricultural master plan community is focused on developments that emphasize production of agricultural products that cater to the needs of the local community.

Proposed changes and additions:

See attached ordinance.

Comprehensive Plan

Chapter 5 Creating Complete Neighborhoods, Goal 5.2.Complete Neighborhoods

Policy 5.2.2. Enhance Access to Daily Needs

Promote a mix of supporting uses in new neighborhoods, including social services such as daycare, context sensitive commercial uses offering daily needs such as grocery stores, and civic uses such as parks and schools.

Goal 5.3 Sustainably Designed Neighborhoods

Policy 5.3.1 Encourage Identifiable Neighborhood Centers

Promote neighborhood designs that include an identifiable neighborhood focal point, such as a low-intensity context-sensitive mixed use node or inspiring civic space.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizons 2026: Greenville's Community Plan Chapter 5 Creating Complete Neighborhoods, Goal 5.2. Complete Neighborhoods

Policy 5.2.2 Enhance Access to Daily Needs

Promote a mix of supporting uses in new neighborhoods, including social services such as daycare, context sensitive commercial uses offering daily needs such as grocery stores, and civic uses such as parks and schools.

Goal 5.3 Sustainably Designed Neighborhoods

Policy 5.3.1 Encourage Identifiable Neighborhood Centers

Promote neighborhood designs that include an identifiable neighborhood focal point, such as a low-intensity context-sensitive mixed use node or inspiring civic space.

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its September 20, 2020 meeting.

If City Council determines to deny the request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

"Motion to deny the requested text amendment, to make a finding and determination that the required text amendment is inconsistent with the comprehensive plan or other applicable plans, including but not limited to Horizons 2026: Greenville's Community Plan, Chapter 5 Creating Complete Neighborhoods, Goal 5.2 Complete Neighborhoods, Policy 5.2.2 Enhance Access to Daily Needs, *Promote a mix of supporting uses in new neighborhoods, including social services such as daycare, context sensitive commercial uses offering daily needs such as grocery stores, and civic uses such as parks and schools..*"

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

ATTACHMENTS:

- ▣ **Ordinance_Agricultural_Master_Plan_Communities_1135803**
- ▣ **Minutes Agricultural Master Plan Community**

ORDINANCE NO. 20-
AN ORDINANCE AMENDING THE CITY CODE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 8th day of October, 2020, at 6:00 p.m., conduct an electronic meeting and conduct a public hearing on the adoption of an ordinance amending the City Code;

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Horizons 2026: Greenville's Community Plan, Chapter 5, Creating Complete Neighborhoods, Goal 5.2 Complete Neighborhoods. *Policy 5.2.2 Enhance Access to Daily Needs*

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

Section 1: That Title 9, Chapter 4, Article B, Section 22 of the City Code is hereby amended by inserting the following definition alphabetically:

“Commercial Agricultural Facility A commercial establishment designed to accommodate a variety of commercial uses adjacent to a farm.”

Section 2: That Title 9, Chapter 4, Article F, Section 103 of the City Code is hereby amended by adding the following as subsection (FF):

“(FF) Commercial Agricultural Facility (see also Article J.)

- (1) Must be located within an agricultural master plan community.
- (2) Must be located adjacent to a farm.
- (3) Must be located on a road near the entrance to the community.
- (4) Parking requirements shall be determined by the specific use made of the property.
- (5) All screening and parking requirements shall be determined by the specific use made of the property.

- (6) The following uses shall be permitted by right on a commercial agricultural facility:
- a. Single-family dwelling;
 - b. Retail sales; incidental;
 - c. Child day care facilities;
 - d. Art Gallery;
 - e. Photography studio;
 - f. Wellness Center; indoor and outdoor facilities;
 - g. Medical, dental, ophthalmology or similar clinic, not otherwise listed; and
 - h. Microbrewery”

Section 3: That Title 9, Chapter 4, Article J, Section 151 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-4-151 PURPOSE AND INTENT; DEFINITION; PLANNED UNIT DEVELOPMENTS PREVIOUSLY APPROVED, CONSTRUCTED AND/OR VESTED UNDER THE REGULATIONS; PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICTS PREVIOUSLY ZONED UNDER THE REGULATIONS, FOR WHICH THERE IS NO VESTED PLAN OF DEVELOPMENT.

- (A) The purpose and intent of a master plan community is to provide an alternative to traditional development standards, which is intended to:
- (1) Reduce initial development costs by reducing standard minimum lot size and setback requirements while reserving areas for common use;
 - (2) Preserve the character of surrounding neighborhoods and enhance the physical appearance of the area by preserving natural features, existing vegetation, while providing recreational and open areas;
 - (3) Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas;
 - (4) Promote economical and efficient land use, which can result in smaller networks of public facilities, utilities and streets;
 - (5) Provide for an appropriate and harmonious variety of housing and creative site design alternatives;
 - (6) Promote energy conservation by optimizing the orientation, layout and design of structures to take maximum advantage of solar heating/cooling schemes and energy conserving landscaping;
 - (7) Encourage innovations in residential development so that the growing demands of population may be met by greater variety in type, design and layout of buildings; and
 - (8) Provide a procedure that can relate the type, design and layout of development to a particular site and the particular demand for housing and other facilities at the time of development in a manner consistent with the preservation of property values within established residential areas.
- (B) For purposes of this article a *master plan community* shall be defined as a unified development that meets all of the following:

- (1) Land under common ownership, to be planned and developed as an integral unit;
 - (2) A single development or a programmed series of development, including all land, uses and facilities;
 - (3) Is constructed according to comprehensive and detailed plans that include streets, drives, utilities, lots and building sites. Plans for such building locations, uses and their relation to each other shall be included and detailed plans for other uses and improvements of land showing their relation to the buildings shall also be included; and
 - (4) Provides for the provision, operation and maintenance of areas, facilities and improvements as shall be required for perpetual common use by the occupants of the master plan community.
- (C) For the purposes of this article Master Plan Communities may be developed in one of two ways, either as a *traditional master plan community* or as an *agricultural master plan community*. The focus of a traditional master plan community is on providing residents with robust recreation and open space. An agricultural master plan community is focused on developments that emphasize production of agricultural products that cater to the needs of the local community.
- (D) Any PUD zoning district developed that has received special use permit approval of a land use plan per the former Article J of this chapter prior to December 10, 2009, and such special use permit remains in effect, may continue under the approved special use permit and standards in effect at the time of the special use permit approval. (See also section 9-4-196 of this chapter.)”

Section 4: That Title 9, Chapter 4, Article J, Section 162 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-4-162 AREA; REGULATION OF USES; DENSITY; OPEN SPACE; RECREATION; PARKING; LANDSCAPE; DENSITY BONUS REQUIREMENTS.

(A) Minimum area requirements

- (1) A master plan community shall contain not less than 50 gross acres. Addition to any existing master plan community may be allowed provided such addition meets or exceeds all other applicable requirements. The master plan community shall be included under one land use plan application and each addition to or amendment of such development shall be considered as a revision to the previously approved special use permit. In the case of an addition to or amendment of a previously approved special use permit, the master plan community property owners’ association may execute any and all special use permit amendment applications on behalf of the property owners of individual lots subject to such association located within the original master plan community section. No master plan community shall be reduced in area unless the special use permit for such development is amended in accordance with this article provided however, the dedication of public rights-of-way shall not be subject to this requirement.

For purposes of this chapter the term “gross acres” shall be construed as the total acreage of the master plan community including all lands located within the boundary of the development and any future public street rights-of-way, private street easements, common open spaces, public dedicated and accepted land or land deeded to the city or county per a density bonus option, land acquired by the city for any public purpose, and future building sites located within the boundary of the master plan community. With the exception of future street rights-f-way acquired pursuant to the Greenville Urban Area Thoroughfare Plan, and/or on-site public street improvements required and related to the master plan community, existing street rights-of-way that border the peripheral master plan community boundary at the time of original land use plan submission shall not be included in the gross acre calculation.

- (2) Master plan communities comprising less than 75 gross acres and/or less than 250 dwelling units shall contain residential uses only as set forth in subsection (B)(5) of this section.
- (3) Except as provided under subsection (C)(3) below, master plan communities comprising 75 gross acres or more and 250 or more dwelling units may contain all of the uses permitted by subsections (B)(5) and (B)(6) of this section provided that all designated nonresidential area(s) shall meet all of the following design requirements:
 - (a) Shall be designed and located with the primary intention of serving the immediate needs and convenience of the residents of the master plan community.
 - (b) Shall be located on thoroughfare streets included on the Greenville Urban Area Thoroughfare Plan and/or on “minor streets” as defined in section 9-4-168.
 - (c) Shall not be located within 100 feet of the peripheral boundary of the master plan community. If any portion of such nonresidential area is located within 300 feet of any single-family residential property zoned RA-20, R15S, R9S, R6S, or MRS and located outside the peripheral boundary of the master plan community, the nonresidential area and all nonresidential and residential use therein shall be screened by a bufferyard “E” ore equivalent screen per Article P of this chapter. The purpose of the bufferyard “E” or equivalent screen shall be to provide a complete visual barrier between said single-family residential zoning district and the nonresidential area at the time of development of the nonresidential area. Screening required pursuant to this subsection may be phased to coincide with development of the nonresidential area provided compliance with the purpose of this subsection. The City Council shall approved by condition the location and phasing of the required screen at the time of special use permit approval. Notwithstanding the foregoing, in agricultural master plan communities this provision shall not apply to farms.

- (d) Shall not be developed for any purpose other than as specified under subsection (F) below until (i) a minimum of 50% the residential lots and/or residential tracts located within the residential designated area(s) have been final platted and (ii) not less than 20% of the total number of dwelling units approved for said lots and/or tracts of been constructed and have been issued temporary and/or final occupancy permits. For purposes of this section units or beds in a congregate care facility shall not be included in or count toward the total number of dwelling units.
 - (e) Plans for nonresidential development and any associated residential uses located on any designated nonresidential area may be submitted and approved following special use permit approval of the land use plan, however no building or other permit shall be issued for any nonresidential area use, including residential use, until the minimum number of dwelling units have been constructed and permitted for occupancy in the designated residential areas per subsection (d) above.
 - (f) Streets, greenways, sidewalk and bike paths, drainage and utility improvements, public recreation areas and improvements and public service delivery improvements, buildings or structures shall be permitted within any nonresidential area at any time following special use permit approval of the land use plan, and compliance with applicable subdivision regulations or other required permits for such improvements.
 - (g) Residential uses located within a nonresidential area shall be subject to the requirements, conditions and restrictions applicable to nonresidential uses.
- (B) Regulation of uses. Subject to subsection (a) of this section, a master plan community may contain the permitted uses as listed in subsections (5) and (6) below in accordance with the following:
- (1) Such uses shall be subject only to the development standards included in this article unless otherwise noted.
 - (2) The listed uses contained in subsections (5) and (6) below are permitted uses within a master plan community, provided compliance with all provisions in this article, and no further special use permit is required for such uses following approval of the land use plan special use permit for the planned unit development within which said uses are proposed to be located.
 - (3) Residential uses shall be permitted in any area designated as either residential and/or nonresidential area if such combined use is indicated upon the approved land use plan, however nonresidential uses shall only be permitted within designated nonresidential areas. Where such combined use is proposed, the number and type of dwelling unit shall be indicated on the land use plan at the time of special use permit application. The location of all farms in an agricultural master plan community must also be shown at the time of special use permit application.
 - (4) All definitions shall be per Article B of this chapter unless otherwise defined in this article.

- (5) Permitted residential uses:
 - (a) Single-family dwelling;
 - (b) Two-family attached dwelling (duplex);
 - (c) Multi-family development (apartment, condominium and/or townhouse);
 - (d) Family care home, subject to 9-4-103;
 - (e) Accessory building or use;
 - (f) Public recreation or park facility;
 - (g) Private recreation facility;
 - (h) Church or place of worship;
 - (i) Golf course; regulation;
 - (j) City of Greenville municipal government building or use subject to 9-4-103;
 - (k) Retirement center or home including accessory nursing care facilities (each separate dwelling unit and/or each five beds in a congregant care facility shall constitute one dwelling unit for residential development density purposes regardless of location);
 - (l) Room renting.
- (6) Permitted nonresidential uses:
 - (a) School; elementary subject to 9-4-103;
 - (b) School; kindergarten or nursery subject to 9-4-103;
 - (c) School; junior and senior high subject to 9-4-103;
 - (d) Child day care facilities;
 - (e) Adult day care facilities;
 - (f) Barber or beauty shop;
 - (g) Office; professional and business not otherwise listed in Article D;
 - (h) Medical, dental, ophthalmology or similar clinic not otherwise listed in Article D;
 - (i) Library;
 - (j) Art gallery;
 - (k) Grocery; food or beverage, off-premise consumption;
 - (l) Convenience store (not including principal or accessory auto fuel sales;
 - (m) Pharmacy;
 - (n) Restaurant; conventional;
 - (o) Restaurant; outdoor activities;
 - (p) Bank, savings and loan or other investment institutions;
 - (q) City of Greenville municipal government building or use subject to 9-4-103;
 - (r) Accessory building or use.
 - (s) Microbrewery
- (7) Permitted residential uses, in an agricultural master plan community only
 - (a) Farming; agriculture, horticulture, forestry;
 - (b) Greenhouse or plant nursery; including accessory sales;
 - (c) Wayside market for farm products produced on site;

- (d) Beekeeping; minor use;
- (8) Permitted nonresidential uses, in agricultural master plan community only
 - (a) Commercial Agricultural Facility
 - (b) Farmer's market;
 - (c) Wellness center, indoor and outdoor facilities
 - (d) Convention center; private
 - (e) Hotel, motel, bed and breakfast inn; limited stay lodging (not to exceed 10 units/rooms).

(C) Maximum base density requirements.

- (1) Residential base density shall not exceed four dwelling units per gross acre of the entire master plan community including both residential and nonresidential areas, except as further provided under the density bonus options contained in section 9-4-162(J). Residential density may be allocated to a designated nonresidential area per subsection (K) of this section provided such designation is noted on the approved land use plan and the dwelling unit density of the residential area is reduced proportionally.
- (2) Except as further provided under subsection (3) below, nonresidential use are designated area(s) shall not exceed 5% of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity. Residential development within a designated nonresidential area shall not increase the land area designated as nonresidential.
- (3) Nonresidential use designated areas that are located entirety within a Water Supply Watershed (WS) Overlay District shall not exceed 20% of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity, provided compliance with all of the following:
 - (a) The master plan community shall contain not less than 100 gross acres.
 - (b) The total number of approved single-family, two-family attached (duplex) and/or multi-family dwelling units located within the master planned community shall equal or exceed 300 total dwelling units. For purposes of this requirement units or beds in a congregate care facility shall not be included in or count toward the total number of dwelling units.
 - (c) The nonresidential area and development therein shall be subject to the Water Supply Watershed (WS) Overlay District standards as set forth under section 9-4-197 of this chapter.
 - (d) If any portion of any nonresidential designated area is located outside the Water Supply Watershed (WS) Overlay district then all nonresidential use designated areas shall not exceed 5% of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity.

(D) Open space requirements.

- (1) A master plan community shall reserve not less than 25% of the gross acreage as common open space.

- (2) Except as otherwise provided, such open space area shall not be used as a building site or be utilized for any public street right-of-way or private street easement, private driveway or parking area or other impervious improvement.
- (3) A minimum of one third of the required open space shall be contained in one continuous undivided part, except for the extension of streets. For purposes of this requirement, such open space areas shall not measure less than 30 feet in width at the narrowest point.
- (4) Not more than 25% of the required open space shall lie within any floodway zone.
- (5) If developed in sections, the open space requirements set forth herein shall be coordinated with the construction of dwelling units and other facilities to insure that each development section shall receive benefit of the total common open space. A final subdivision plat shall be recorded in the Pitt County Register of Deeds which clearly describes the open space(s) and conditions thereof, prior to the issuance of any building permit(s).
- (6) Such open space area shall be legally and practically accessible to the residents of the development, or to the public of so dedicated.
- (7) Such open space area shall be perpetually owned and maintained for the purposes of this article by a property owner's association or, if accepted by the city, dedicated or deeded to the public.
- (8) Streets, private drives, off street parking areas and structures or buildings shall not be utilized in calculating or counting towards the minimum common open space requirement; however, lands occupied by public and/or private recreational buildings or structures, bike paths and similar common facilities may be counted as required open space provided that such impervious surface constitute no more than 5% of the total required open space.
- (9) In an agricultural master plan community enclosed farm land that is made accessible through the provision of perimeter and connective trails, regardless of dimension, may be counted towards the 25% open space requirement.
- (10) In the designation and approval of common open space, consideration shall be given to the suitability of location, shape, character and accessibility of such space. The location and arrangement of any common open space(s) shall be subject to City Council approval.

(E) Recreation Space requirement.

- (1) A minimum of 25% of the required gross common open space in a master plan community shall be developed for active recreational purposes. For purposes of this section, "active recreation" shall include, but not be limited to, tennis courts, swimming pools, ball fields, fitness courses and the like.
- (2) The City Council may rely on the advice of the Director of Recreation and Parks concerning the suitability of proposed "active recreation" facilities.

(F) Dedication of open space, park lands and greenways.

- (1) If any portion of the area proposed for a master plan community lies within an area designated in the officially adopted greenway master plan as a greenway corridor, the area so designated shall be included as part of the area set aside to

satisfy the open space requirements of this section. The area within such greenway corridor shall be dedicated and/or reserved to the public at the option of the city.

- (2) Where land is dedicated to and accepted by the city for open space, park and recreation purposes and/or greenways, such lands may be included as part of the gross acreage, open space and/or recreation space requirement of this article.
 - (3) Approved master plan community shall not be subject to any recreation and/or open space requirement of the subdivision and/or zoning regulations not otherwise included in this chapter.
- (G) Off-street parking requirement.
- (1) Parking requirements shall be in accordance with Article O of this chapter.
- (H) Bufferyard setbacks and vegetation requirements for site developments, parking lots and drives.
- (1) Bufferyard setbacks shall be in accordance with Article G of this chapter.
 - (2) Vegetation requirements shall be in accordance with Article P of this chapter.
- (I) Driveways
- (1) Driveways shall be in accordance with Title 6, Chapter 2, Streets and Sidewalks of the Greenville City Code.
- (J) Residential density bonus provisions and standards. A residential density bonus rounded to the nearest whole number and not to exceed a total of 200% - (eight units per gross acre) – over the allowable base density as set forth in section 9-4-162(C) may be approved by the City Council in accordance with the standards for allowing density bonuses listed below. The applicable requirements of section 9-4-167(C), preliminary plat-site plan requirements, shall be indicated on the land use plan in sufficient detail to enable the City Council to evaluate such density bonus proposals. Regardless of the density bonus provision satisfied or approved, the total residential density of any master plan community shall not exceed 12 dwelling units per gross acre.
- (1) Common open space. Increasing the common open space area by 20 or more percent above the required common open space provisions (i.e. 45% or more) shall allow a bonus of 50% - (two total units per gross acre) – above the base density of a master plan community.
 - (2) Bike paths/greenway systems. The provision of a constructed system of bike paths/pedestrian greenways that form a logical, safe and convenient system of access to all
- (K) Combination of use. Combination of use shall only be permitted in areas designated as “nonresidential” on the approved land use plan. Residential and nonresidential uses may be approved to be located on the same lot and in the same structure provided such combined uses individually comply with all standards applicable to each uses. Where residential and nonresidential uses are located in the same structure the more restrictive requirements and regulations shall apply to all common structures.”

Section 5: That Title 9, Chapter 4, Article J, Section 163 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-4-163 MASTER PLAN COMMUNITY; RESIDENTIAL USES DIMENSIONAL STANDARDS. (See also section 9-4-162(k) Combination of use)

- (A) Lot area. The lot area for each detached single-family dwelling shall be no less than 4,000 square feet.
- (B) Lot width. No minimum lot width for detached single-family dwelling, however, all lots shall contain a building site of like design and area to other lots within the common development. Lot width for each attached dwelling unit shall be not less than 16 feet. For purposes of this section, “lot width” shall include condominium unit width.
- (C) Lot frontage. Forty feet, except on the radius of a cul-de-sac where such distance may be reduced to 20 feet.
- (D) Public or private street setback. Except as further provided, no principal or accessory structure shall be closer than 20 feet to a public street right-of-way or private street easement. Detached single-family dwellings shall be setback not less than 15 feet from a public street right-of-way or private street easement or as further provided herein.
- (E) Minimum side yard. The side yard area required for detached single-family and two-family attached dwellings may be subject to section 9-4-165 (zero lot line) or not less than 12 feet, provided however, that no detached single-family or two-family attached structure shall be located on more than one exterior side lot line.

Detached single-family and two-family dwellings which do not utilize the provisions of section 9-4-165 (zero lot line) and are not located adjacent to a structure or lot subject to section 9-4-165 (zero lot line) shall maintain a minimum side setback of not less than six feet.

The side yard area required for attached units shall be subject to the applicable provisions of section 9-4-15 (zero lot line) provided the end unit of an attached building group containing three or more units is not less than 16 feet from an adjacent property, line or building.

- (F) Minimum rear yard. Except as further provided, the rear yard area required for detached or attached dwelling units shall be subject to section 9-4-165 (zero lot line) or not less than 20 feet. Detached single-family dwellings shall be subject to section 9-4-165 (zero lot line) or not less than 12 feet.
- (G) Building separation. Building separation within group developments containing two or more principal structures on one lot of record shall be subject to the following.
- (H) Maximum height. No structures or buildings having a zero side and/or rear setback in accordance with section 9-4-165 shall exceed 35 feet in height above the property grade.
- (I) Periphery boundary setback and vegetation requirement. No portion of a master plan community including accessory structures, parking areas or required yards shall be located less than 20 feet from the peripheral boundaries of the master plan community. The peripheral boundary setback area shall be left in its natural vegetative state or shall be landscaped in accordance with the screening requirements for a bufferyard “G” classification as specified in Article P of this chapter. Where the natural vegetation does not meet the minimum bufferyard “C” requirements then additional vegetation shall be

installed as a condition of development prior to occupancy of dwellings or units within the respective section or phase. Public dedicated and accepted recreation and park land, as well as private farms and associated perimeter trails may encroach into the peripheral boundary setback.

- (J) Additional attached dwelling transition setback. The following scale shall be utilized in the calculation of the minimum building setback, in addition to the periphery boundary setback as specified above, between proposed attached dwelling units including their accessory structures and existing single-family zoning districts or other predominantly single-family development as defined herein that border the master plan community. For purposes of this subsection “other predominantly single-family development” shall be that area within 100 feet of the external boundary of the master plan community district in which 50% or more of the conforming land uses are single-family residential.

Number of Units per Building	Additional Setback (Feet)
2	20
3-5	40
6-10	60
11 or over	80

- (K) Recreation area setback. No portion of an active private recreation area shall be located within 50 feet of the external boundary of the master plan community. Public recreation areas or park land dedicated or deeded to the city shall not be subject to any external boundary setback and may be located in the peripheral boundary setback area.
- (L) Transition area setback. Where a master plan community adjoins or borders an existing single-family zoning district or other predominantly single-family development sharing common frontage on the same or opposite side of a public or private street, the minimum right-of-way and/or easement setback requirement of said single-family zone of development shall be utilized for the entire opposite frontage and 200 feet from such common border along such street. For purposes of this subsection, “other predominantly single-family development” shall be that area within one hundred feet number of the external boundary of the master plan community in which 50% or more of the conforming land uses are single-family residential. For purposes of this section, the minimum setback requirement along any common intersecting street may transition from the minimum right-of-way and/or easement setback requirement of the adjoining single-family zone or development to the minimum setback requirement specified under section 9-4-163(D).
- (M) Building length. No continuous unit or series of attached units shall exceed a combined length of 260 feet. Where a continuous unit or series of units is separated by an attached and enclosed common area or enclosed community facility structure utilized for recreation, food delivery (cafeteria), assembly, and the like, the “building length” measurement shall not include the attached and enclosed common area or enclosed community facility. Portions of buildings separated by an enclosed common area or

enclosed community facility shall be considered as separated for purposes of this section (M).

(N) Storage area required. Every dwelling unit shall provide private storage in the amount of 10% given the gross habitable floor area. The living area including closes and attics shall not count toward the required private storage area. Such storage area shall be provided in the form of attached utility rooms, detached accessory structures, and/or private yard area available for such future use or otherwise as approved by the City Council. This section shall not apply to congregate care facilities.

(O) Accessory structure requirements.

(1) Shall not be located within any front yard.

(2) Detached accessory structures which are constructed with a one-hour fire rated assembly as required by the North Carolina State Building Code, as amended, shall not be located less than five feet from any principal structure. It shall be the responsibility of the property owner to demonstrate compliance with this section. Detached accessory structures that are not constructed with a one-hour fire rated assembly shall not be located less than ten feet from any principal structure. No detached accessory structure shall be located less than five feet from any other detached accessory structure located on the same lot.

(3) Shall not cover more than 20% of any of the side yard or rear yard.

(4) The side or rear yard requirement for attached and detached accessory structures shall be subject to the provisions of section 9-4-165 (zero lot line) or not less than five feet.

(5) Satellite dish antennae and swimming pools shall comply with the applicable provisions of Article F, Dimensional standards.

(6) For purposes of this section any accessory structure attached to a principal structure shall be subject to the setback requirements of the principal structure.

(P) Residential garbage/trash container, recycling center and compactor locations.

(1) No garbage/trash container or recycling center shall be located closer than 20 feet to any dwelling structure and no compactor shall be located closer than 50 feet to any dwelling structure.

(2) Each garbage/trash container required to service the development shall be located within 200 feet of the dwelling units such container is intended to serve.

(3) Garbage/trash containers and recycling centers shall be enclosed on three sides by a complete visual screen consisting of a fence, vegetation or combination thereof.

(4) Except as further provided, compactors shall be completely enclosed by a visual screen and safety barrier composed of an opaque masonry wall and opaque metal or wooden gate, said wall and gate shall be not less than two feet higher than the highest point of the compactor. The director of Community Development or designee may approve substitute wall and gate material provided the wall and gate results in an opaque visual screen and safety barrier as required by this subsection; vegetation shall not be acceptable for this purpose.

- (5) Garbage/trash containers, recycling centers and compactors shall be in accordance with Title 6, Chapter 3, Garbage and Refused Collection and Disposal, of the Greenville City Code.
- (Q) Setback exemption. Except as further provided, minimum non-screening bufferyard “B” setbacks set forth under section 9-4-119, and/or minimum street right-of-way building setbacks may be reduced by up to 10%, at the option of the owner, where such reduction is necessary to retain an existing ten-inch plus caliper large tree, provided: (i) such tree is determined, by the director of Planning and Development Services or their designated representative, to be either natural growth (seedling) vegetation or that such tree has been in existence for not less than 20 years at the current location, otherwise previously transplanted trees shall not qualify for purposes of this section, (ii) that such reduction is indicated upon an approved site plan; including the location, type and caliper of the subject tree, and the building separation and future no –build zone as further described, (iii) that a building to tree trunk separation of not less than ten feet is maintained at the time of initial construction, (iv) no new future buildings, expansions or additions to existing buildings, or other impervious areas including parking areas and/or drives, shall be allowed to encroach into a designated future no-build zone, described as a ten-foot radius from the center of the trunk of the retained tree, and (v) a six-inch or greater caliper large tree shall be substituted in replacement of any dead or diseased tree qualified under this requirement, at the location of the removed tree, within 60 days of removal of the tree by the owner or within said period following notice by the city. The setback reduction allowance shall not apply to single-family and two-family attached (duplex) development or associated accessory structures.
- (R) When both residential and nonresidential uses are included in one common structure the more restrictive requirements shall apply to the entire structure.”

Section 6: That Title 9, Chapter 4, Article J, Section 151 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-4-164 MASTER PLAN COMMUNITY; NONRESIDENTIAL USE DIMENSIONAL STANDARDS. (See also section 9-4-162(k) Combination of use)

- (A) Lot area. No minimum
- (B) Lot width. No minimum
- (C) Public or private street setback. No principal or accessory structure shall be closer than 20 feet to a public street right-of-way or private street easement.
- (D) Minimum side yard. Fifteen feet.
- (E) Minimum rear yard. Twenty feet.
- (F) Height. No structure or building shall exceed 35 feet in height above the property grade.
- (G) Building separation. No structure or building shall be located within 20 feet of any other structure or building.
- (H) Nonresidential condominium or townhouse type development. Shall be subject to the applicable provisions of section 9-4-165 (zero lot line)
- (I) Accessory structure requirement. Shall be in accordance with principal building setbacks.

- (J) Nonresidential garbage/trash container, recycling center and compactor locations.
- (1) Garbage/trash containers and recycling centers shall be enclosed on three sides by a complete visual screen consisting of a fence, vegetation or combination thereof.
 - (2) Except as further provided, compactors shall be completely enclosed by a visual screen and safety barrier composed of an opaque masonry wall and opaque metal or wooden gate, said wall and gate shall be not less than two feet higher than the highest point of the compactor. The director of Community Development or designee may approve substitute wall and gate material provided the wall and gate results in an opaque visual screen and safety barrier as required by this subsection; vegetation shall not be acceptable for this purpose.
 - (3) Garbage/trash containers, recycling centers and compactors shall be in accordance with Title 6, Chapter 3, Garbage and Refused Collection and Disposal, of the Greenville City Code.
- (K) Setback exemption. Except as further provided, minimum non-screening bufferyard “B” setbacks set forth under section 9-4-119, and/or minimum street right-of-way building setbacks may be reduced by up to 10%, at the option of the owner, where such reduction is necessary to retain an existing ten-inch plus caliper large tree, provided: (i) such tree is determined, by the director of Planning and Development Services or their designated representative, to be either natural growth (seedling) vegetation or that such tree has been in existence for not less than 20 years at the current location, otherwise previously transplanted trees shall not qualify for purposes of this section, (ii) that such reduction is indicated upon an approved site plan; including the location, type and caliper of the subject tree, and the building separation and future no –build zone as further described, (iii) that a building to tree trunk separation of not less than ten feet is maintained at the time of initial construction, (iv) no new future buildings, expansions or additions to existing buildings, or other impervious areas including parking areas and/or drives, shall be allowed to encroach into a designated future no-build zone, described as a ten-foot radius from the center of the trunk of the retained tree, and (v) a six-inch or greater caliper large tree shall be substituted in replacement of any dead or diseased tree qualified under this requirement, at the location of the removed tree, within 60 days of removal of the tree by the owner or within said period following notice by the city.
- (L) When both residential and nonresidential uses are included in one common structure the more restrictive requirements shall apply to the entire structure.

Section 7: That Title 9, Chapter 4, Article J, Section 165 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-3-165 ZERO SIDE OR REAR YARD SETBACKS FOR DETACHED AND ATTACHED BUILDINGS OR STRUCTURES.

- (A) A zero side or rear yard setback where the side or rear building line is on the side or rear lot line as permitted herein, may be permitted, subject to the following provisions.
- (1) Any wall, constructed on the side or rear lot line shall be a solid doorless and windowless wall. Such wall shall contain no electrical, mechanical, heating, air

condition or other fixtures that project beyond such wall. If there is an offset of the wall from the lot line, such offset shall be subject to the provisions of section 9-4-163 and/or section 9-4-164. Roof eaves may encroach two feet into the adjoining lot;

- (2) A five-foot maintenance and access easement with a maximum eave encroachment easement of two feet within the maintenance easement shall be established on the adjoining lot and shall assure ready access to the lot line wall at reasonable periods of the day for normal maintenance;
- (3) No two units or structures shall be considered attached unless such units or structures share a five-foot common party wall; and
- (4) Common party walls of attached units shall be constructed in accordance with the North Carolina State Building Code, G.S. Chapter 47C (North Carolina Condominium Act) and other applicable requirements.”

Section 8: That Title 9, Chapter 4, Article J, Section 166 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-4-166 SPECIAL USE PERMIT; APPLICATION, LAND USE PLAN, PRELIMINARY PLAT-SITE PLAN AND FINAL PLAT REQUIREMENTS.

(A) Application. An application for a special use permit to develop a specific master plan community shall only be considered when the development property is zoned to a district that permits such special use option. See Article D, section 9-4-78(F)(2) of this chapter for applicable districts.

(1) Criteria. In addition to other considerations, the following may be utilized by the City Council in evaluation of a special use permit pursuant to G.S. 160A-388(a):

- (a) That the proposed population densities, land use and other special characteristics of development can exist in harmony with adjacent areas;
- (b) That the adjacent areas can be developed in compatibility with the proposed master plan community; and
- (c) That the proposed master plan community will not adversely affect traffic patterns and follow in adjacent areas.

(B) Land use plan. All applications for approval of a master plan community special use permit shall be accompanied by a land use plan prepared by a registered engineer or surveyor, submitted in accordance with section 9-5-44 of the subdivision regulations for preliminary plats and which shall include but not be limited to the following:

- (1) The numbers and types of residential dwelling units including density and density bonus options proposed within each section and the delineation of nonresidential areas;
- (2) Planned primary and secondary traffic circulation patterns showing proposed and existing public street rights-of-way;
- (3) Common open space and recreation areas to be developed or preserved in accordance with his article;

- (4) Any proposed convention center must be shown in terms of location and scale, and all proposed event types must be listed;
 - (5) Minimum peripheral boundary, transition area, and site development setback lines;
 - (6) Proposed water, sanitary sewer, storm sewer, natural gas and underground electric utilities and facilities to be installed per Greenville Utilities Commission and city standards;
 - (7) The delineation of areas constructed in sections, showing acreage;
 - (8) Water supply watershed overlay district delineation;
 - (9) Regulated wetlands delineation;
 - (10) Boundary survey of the tract showing courses and distances and total acreage, including zoning, land use and lot lines of all contiguous property.
- (C) Preliminary plat-site plan requirements. After approval of the land use plan special use permit as set forth herein, the developer shall submit the following according to the approved schedule of development:
- (1) All information required by and in accordance with Title 9, Chapter 5, Subdivisions, of the Greenville City Code for submission of preliminary plats;
 - (2) Where zero lot line options as provided under section 9-4-165 are proposed, the building area for such lots shall be indicated on the plat.
- (D) Final plat requirements. After approval of the preliminary plat as set forth herein, the developer shall submit the following according to the approved schedule of development:
- (1) All information required and in accordance with Title 9, Chapter 5, Subdivisions of the Greenville City Code and for submission of final plats;
 - (2) Where zero lot line setbacks are proposed, the building area for such lots shall be indicated.
 - (3) A final plat shall be recorded for the purpose of creating a boundary lot or tract for the entire master plan community prior to the approval of any separate final plat for any section and prior to the issuance of any permit for development in any section or phase located within the common project. The purpose of this requirement is to establish a permanent boundary for the master plan community project and to obtain any dedications of land, easements, opens spaces and/or right-of-ways necessary to insure compliance with this article. As individual section or phases within the boundary lot or tract are final platted the area outside the section or phase shall be labeled and referenced as “future development area” for the approved master plan community.
- (E) Site plans for specific developments. Site plans for specific developments shall be reviewed in accordance with Article R of this chapter.
- (F) Procedure; required review and special use permit approval.
- (1) Land use plan; special use permit. The applicant for a special use permit to develop a specific master plan community shall submit all information as required herein to the Direct or f Planning and Development Services 40 working days prior to the scheduled City Council public hearing.
 - (a) Contents. All information as required by Section 9-4-166(B)

- (b) Supplemental information. The land use plan may include, at the option of the applicant, other additional information and details in support of the petition and/or voluntary conditions of approval including additional landscaping, setbacks, buffers, screening, specific building design and arrangement, or other site improvements or proposed facilities. Supplemental information offered by the application shall constitute a condition of approval of the special use permit if approved.
- (c) The City Council shall hold a public hearing to review the special use permit application. The City Council may in its discretion attach reasonable conditions to the plan to insure that the purposes of the master plan community can be met.
- (d) The City Council may in its discretion attach conditions to the plan that exceed the minimum standards as set forth herein when it is found that such conditions are necessary to insure that the proposed master plan community will be compatible with adjacent areas.
- (e) Required findings. Prior to approval of a special use permit, the City Council shall make appropriate findings to insure that the following requirements are met:
1. That the property described was, at the time of special use permit application, zoned to a district that allows master plan community subject to special use permit approval as provided by Title 9, Chapter 4, Article J, of the Greenville City Code.
 2. That the applicant for a special use permit to develop the master plan community is the legal owner, and/or representative in the case of a property owners' association, of the subject property.
 3. That those persons owning property within 100 feet of the proposed master plan community as listed on the current county tax records were served notice of the public hearing by first class mail in accordance with applicable requirements.
 4. That the notice of a public hearing to consider the master plan community special use permit was published in a newspaper having general circulation in the area, as required by law.
 5. That master plan community meets all required conditions and specifications of the zoning ordinance for submission of a master plan community special use permit.
 6. That master plan community has existing or proposed utility services which are adequate for the population densities proposed.
 7. That the master plan community is properly located in relation to arterial and collector streets and is designed so as to provide direct access without creating traffic which exceeds acceptable capacity as determined by the City Engineer on streets in adjacent areas outside the master plan community.

8. That the master plan community is in general conformity with Horizons 2026: Greenville's Community Plan.
 9. That the total development, as well as each individual section of the master plan community can exist as an independent unit capable of creating an environment of sustained desirability and stability.
 10. That the master plan community will not adversely affect the health and safety of persons residing or working in the neighborhood of the proposed development and will not be detrimental to the public welfare if located and developed according to the plan as submitted and approved.
 11. That the master plan community will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood or in the alternative, that the use is a public necessity.
 12. That the location and character of the master plan community, if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located.
- (f) Notice; publication. Notice of the City Council public hearing shall be given in the same manner as for amendments to the zoning ordinance.
 - (g) Notice of the City Council public hearing shall be delivered by first class mail to all owners of property within 100 feet of the external property boundaries of the proposed master plan community. Such notice shall be postmarked not less than 20 calendar days prior to the date of the public hearing. Failure to notify all owners shall not affect the validity of the action provided due diligence has been exercised in the attempts to provide notice.
 - (h) Action by City Council. The city council shall act on the special use permit application by one of the following:
 1. Approve the application as submitted;
 2. Approve the application, subject to reasonable conditions or requirements;
 3. Table or continue the application; or
 4. Deny the application.
 - (i) Binding effect. If approved, the special use permit shall be binding upon the application, successor and/or assigns.
 - (j) Voting. Council shall vote as provided in state law.
Appeals from City Council action. Appeal from final action can be taken by filing a petition for certiorari with the Pitt County Superior Court.
 - (k) Records and files of special use permit applications, actions and approvals. Records and files of special use permit applications, actions and approvals for each master plan community⁸ land use plan shall be maintained in the City of Greenville Community Development Department. Such records

and files shall be available for public inspection during regular working hours in accordance with applicable law. The original order granting the special use permit and minutes of the public hearing shall be maintained by the City Clerk.

- (2) Preliminary plat-site plan. After approval of the land use plan special use permit as provided herein or in conjunction therewith, the developer shall submit all information as required below to the Director of Planning and Development Services, or authorized agent, not less than 20 working days prior to the scheduled Planning and Zoning Commission meeting:
 - (a) The preliminary plat site-plan shall be reviewed and administered pursuant to the provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code for preliminary plats;
 - (b) Contents. All information as required by section 9-4-166(C) preliminary plat site plan requirements;
 - (c) The Planning and Zoning Commission shall review and approve the submitted preliminary plat-site plan provided such is in conformance with the approved land use plan and the provisions of this article; and
 - (d) No building permit shall be issued for any construction within any master plan community until a preliminary plat-site plan has been approved in accordance with the provisions of this article. Building permits may be issued in accordance with the applicable provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code.
- (3) Final Plat. After approval of the preliminary plat-site plan as provided herein, the developer shall submit all information as required below to the Director of Planning and Development Services, or authorized agent, not less than ten working days prior to the scheduled subdivision review board meeting:
 - (a) The final plat shall be reviewed and administered pursuant to the provisions of this Article and Title 9, Chapter 5, Subdivisions of the Greenville City Code for final plats;
 - (b) The final plat shall contain all information as required by section 9-4-166(D), final plat requirements;
 - (c) The subdivision review board shall review and approve the final plat provided such plat conforms to the approved preliminary plat-site plan; and
 - (d) No building permit shall be issued within any master plan community until a final plat and all covenants, restrictions, easements, agreements or otherwise for such development or section thereof has been recorded in the Pitt County Register of Deeds.”

Section 9: That Title 9, Chapter 4, Article J of the City Code is hereby amended by creating Section 167.1 and inserting the following:

“SEC. 9-4-167.1 STORMWATER STANDARDS IN MASTER PLAN COMMUNITIES

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

Built-upon area (BUA). That portion of a development project that is covered by impervious or partially impervious cover including buildings, pavement, gravel areas (e.g., roads, parking lots, paths), recreation facilities (e.g., tennis courts) and the like. (Note: wooden slatted decks and the water area of a swimming pool are considered pervious.)

Impervious surfaces. Those areas within developed land that prevent or significantly impede the infiltration of stormwater into the soil. Common “impervious surfaces” include but are not limited to roof tops, sidewalks, walkways, patio areas, roads, driveways, parking lots, storage areas, brick or concrete pavers, compacted gravel surfaces (roads, driveways, parking and storage areas), and other surfaces which prevent or significantly impede the natural infiltration of stormwater into the soil.

New development. The following:

- (1) Any activity including grubbing, stump removal and/or grading that disturbs greater than one acre of land to establish, expand or replace a single-family or duplex residential development or recreational facility. For individual single-family residential lots of record that are not part of a larger common plan of development or sale, the activity must also result in greater than 10% built-upon area.
- (2) Any activity including grubbing, stump removal and/or grading that disturbs greater than one-half an acre of land to establish, expand or replace a multi-family residential development or a commercial, industrial or institutional facility.

Redevelopment. Any rebuilding activity other than a rebuilding activity that:

- (1) Results in no net increase in built-upon area; and
- (2) Provides equal or greater stormwater control than the previous development.

(B) Attenuation requirements.

- (1) At a minimum, new development and redevelopment as described in this section shall not result in a net increase in peak flow leaving the site from pre-development conditions for the one-year, five-year and ten-year, 24-hour storm events.
- (2) New development and redevelopment, as described in this section, in areas at special risk with well documented water quantity problems as determined by the City Engineer, shall not result in a net increase in peak flow leaving the site from pre-development conditions for the 25-year, 24-hour storm event.

- (3) Peak flow leaving the site from pre-development conditions for the one-year, five-year, ten-year and 25-year, 24-hour storm events shall be calculated, and the plan shall be prepared and approved using the standards of the City Engineer, as set forth in the city's *Manual of Standard Designs and Details* and stormwater management program.
- (4) The drainage plan as required by this section shall include but not be limited to a site plan showing existing proposed buildings, storm drainage facilities, ground cover, site construction plans with grading plan, and drainage system; drainage facility design data including area map, engineering calculations, area of impervious cover and total land area.
- (5) In the event that literal interpretation of this section creates an undue hardship, the applicant may appeal to the Board of Adjustment for a variance in whole or in part from this section.
- (6) No part of this section shall be applied to structures existing prior to the effective date of this section nor shall existing impervious ground cover be used in the calculation of runoff.

(C) Exemptions to the attenuation requirement.

Peak flow control is not required for developments that meet one or more of the following requirements:

- (1) The increase in peak flow between pre- and post-development conditions does not exceed 10% (note that this exemption makes it easier to conduct redevelopment activities); or
- (2) The development occurs in a part of a drainage basin where stormwater detention can aggravate local flooding problems as determined by the city.
- (3) Redevelopment projects that replace or expand existing structures or improvements and that do not result in a net increase in built-upon area.”

Section 10: That Title 9, Chapter 4, Article J, Section 168 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-4-168 STREET DESIGN CRITERIA.

- (A) For the purposes of a master plan community, three types of streets shall be utilized to provide internal access to the development. The tree types of streets are defined as:
 - (1) Minor street. Distributors within the master plan community that provide linkage with major streets outside the master plan community; and
 - (2) Marginal access street. Those streets which connect with minor streets to provide access to individual buildings within the master plan community;

- (B) The street design of all master plan communities shall be in conformance with Title 9, Chapter 5, Subdivisions of the Greenville City Code, the Manual of Standards, Designs and Details, and Horizons 2026: Greenville's Community Plan.
- (C) Upon approval of the planning and zoning commission, interior roads may be allowed to be constructed as private streets, subject to the requirements of Title 9, Chapter 5, Subdivisions, of the Greenville City Code. Where such private streets are allowed, a property owners' association shall perpetually maintain such private streets in suitable conditions and state of repair for the city to provide normal delivery of services, including but not limited to, garbage pickup, police and fire protection. If at any time such private streets are not maintained by the property owners' association and travel upon them becomes or will be hazardous or inaccessible to city service or emergency vehicles, the city may cause such repairs after a reasonable period of notification to the property owners' association. In order to remove safety hazards and ensure the safety and protection for the development, the city may assess the cost of such repairs to the property owners' association. The city shall have no obligation or responsibility for maintenance or repair of such private streets as a result of the normal delivery of services or otherwise by the city or others using such streets. No private street(s) shall be allowed unless a property owners' association is established for the purpose of providing for and perpetually maintaining such streets. All private streets shall be dedicated to the city as utility easements. Where a private street serves only one lot under separate ownership the property owner of such lot shall assume all responsibilities, duties and liabilities of a property owners' association under this section."

Section 11: That Title 9, Chapter 4, Article J, Section 170 of the City Code is hereby amended by inserting the following in its stead:

“SEC. 9-4-170 AMENDMENT TO LAND USE PLAN SPECIAL USE PERMIT.

- (A) *Minor changes.* Amendments to the approved land use plan special use permit that in the opinion of the Director of Planning and Development Services do not substantially change the concept of the master plan community as approved may be allowed by administrative action of the Director of Planning and Development Services or authorized agent. Such minor changes may include, but are not ~~be~~ limited to, small site alterations such as realignment of streets and relocation of utility lines due to engineering necessity. The owners shall request such amendment in writing, clearly setting forth the reasons for such changes. If approved, the land use plan shall be so amended by administrative action of the Director of Planning and Development Services or authorized agent prior to submission of any preliminary plat-site plan application involving or affecting such amendment. Appeal from the decision of the director of community development may be taken to the City Council within 30 days of the administrative action.
- (B) *Major changes.* Amendments to the approved land use plan that in the opinion of the Director of Planning and Development Services do in fact involve substantial changes and deviations from the concept of the master plan community as approved shall

require review and approval pursuant to section 9-4-166(F). Such major changes shall include but not be limited to increased density, change in street pattern, change in ~~land~~ land use, location of land uses, open space or recreation space location or area, and condition(s) of City Council approval. Appeal from the decision of the Director of Planning and Development Services may be taken to the City Council within 30 days of the administrative action.

(C) *Authority.* Minor changes may be approved administratively by the Director of Planning and Development Services or authorized agent. Major changes shall require City Council approval of an amended special use permit. Appeal from the decision of the Director of Planning and Development Services concerning a minor or major change to the land use plan shall require review and approval pursuant to section 9-4-166(F).

Variances. The City of Greenville Board of Adjustment shall not be authorized to grant or approve any variance from the minimum requirement as set forth in this section or conditions as approved by the City Council.”

Section 12: That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 13: 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 14: That this ordinance shall become effective upon its adoption.

ADOPTED this 19th day of October, 2020.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1135803

Excerpt from the draft Planning & Zoning Commission Minutes (09/15/2020)

ORDINANCE REQUESTED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND THE CITY CODE BY AMENDING ARTICLE J. TO CREATE STANDARDS FOR AGRICULTURAL MASTER PLAN COMMUNITIES - APPROVED

Mr. Brad Sceviour presented for staff. He stated that there was a desire from staff and from part of the development community to establish standards for a new type of development. This new type of community is very popular and is based around agriculture and healthy living. This will increase lifestyle options for current and future residents and will promote good health and walkable communities. A Master Plan Community is defined in Article J of the city ordinance and that the new community type could be accommodated by amending that article. A master plan community is a special type of development that allows a great deal of flexibility, requires a higher level of oversight, and is traditionally based around a golf courses and recreational amenities. This ordinance change will allow for agricultural amenities and farms in place of recreational amenities and golf courses. Farm land would take up the same space and prominence that a golf course would in a current Master Plan Community. He explained the process of creating a Master Plan Community. It is required to obtain a Special Use Permit (SUP), which is approved by the City Council. Next a preliminary plat must be approved by the Planning and Zoning Commission. Any major amendments to the SUP would be approved by City Council. Minor amendments will be approved by the Planning Director. He presented examples of this type of community found in our state and other locales. The amenities of an agricultural master plan community are open to the residents.

Mr. Joyner asked if the concept was to have limited residences and more green space.

Mr. Sceviour responded the concept does not specifically limit the development in this way.

Mr. Joyner asked if there were certain areas in the city staff is proposing for this type of development.

Mr. Sceviour said that there are already zones for Master Plan Communities, and this amendment would not alter those.

Mr. Joyner asked if this type of development was proposed in those zones, would they have to be approved.

Mr. Sceviour said that if they are being considered for parcels already zoned for this use, the development could proceed.

Tim Newell spoke in favor of this amendment.

No one spoke in opposition.

Mr. Robinson closed the public hearing.

Motion made by Billy Parker, seconded by Allen Thomas, to recess consideration of this item until 6PM, September 17, 2020. Motion passed unanimously.

Excerpt from the draft Planning & Zoning Commission Minutes (09/17/2020)

Mr. Robinson asked the Commission members if they received the public comments via the Public Input email that was sent by email from staff. (See below)

Mr. Maxwell expressed concern about pesticides and soil contaminants with agricultural uses and residential uses in such close proximity.

Mr. Robinson asked if this could be controlled during the Special Use Permit process.

Mr. Sceviour replied that conditions could be applied at that time, and that any concerns of that nature could be addressed at that time.

Mr. Maxwell enquired about standards in other communities for these types of projects.

Mr. Sceviour replied that these communities typically go into communities that are unincorporated and have no or little zoning and so there is not a large body of existing regulation to draw from.

Motion made by Allen Thomas, seconded by Billy Parker, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

Comments received for the September 17, 2020 Meetings via the Public Input Email

1. John Tipton, Vice President
Tipton Builders, Inc.

234 Greenville Blvd SE

I am writing this letter in support of and for the consideration of the planning and zoning board to vote favorably this Thursday on an amendment that will allow Agricultural Master Plan Communities (Agrihoods) to be developed in Greenville. This is the kind of forward thinking and unique project that will continue to ensure our place as leaders in the Southeast. An Agrihood would allow us to preserve the best parts of this regions agricultural background while fusing it with a more modern take.

2. Charles Harris
1852R Quail Ridge Rd

I am sending this email to the members of the Planning and Zoning Board as a supporter of the proposed unique subdivision Croftfields. This an excellent idea that will lead to growth for the City of Greenville. I believe that this type of community will draw a lot of interest because of the concept. Because of the environment worldwide related to the COVID situation, individuals are looking for a safer environment to live and function in. This type of setting will allow residents to refrain from extended travel to shop for farm raised products as well as other needs that would be provided in the localized community. Please consider this as an alternative that will contribute to the safety of our community as our culture has changed.



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 1603 Chestnut Street, Tax Parcel 09513

Explanation: The Code Enforcement Supervisor for the City of Greenville is requesting that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 1603 Chestnut Street. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and if the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on December 27, 2017, to the previous owner. The property was purchased, and City staff restarted the enforcement process. On May 30, 2019, the new property owners of record were sent a notice informing them of the housing violations cited by the Code Enforcement Officer and of the remedies necessary to bring the dwelling into compliance. Since that date, there have been several certified notices mailed to the property owner regarding minimum housing code violations. Notices were posted on the dwelling.

Staff has attempted to work with the owner, but no repairs have been made. The most recent notice was mailed to the owner on January 24, 2020, specifically noting noncompliance and possible City council action that may include demolition and removal of the abandoned structure. The same was published in the Greenville NC and Raleigh NC newspaper, notifying the owner and party of interest of noncompliance.

The dwelling has been vacated and closed without utilities for a period of at least 2 years. The property is located near a homeless shelter and City park and is dangerous for children and a fire hazard. Citations have been written for debris and vagrant activity on the property.

The current Pitt County Tax Assessor's report values the property at \$17,316 (the building value is \$12,216 and the land value is \$3,900).

The estimated cost to repair the dwelling is \$89,089.14.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolish the structure are estimated at \$6,000. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the ordinance requiring the repair or demolition and removal of the dwelling located at 1603 Chestnut Street, tax parcel 09513.

ATTACHMENTS:

- ▣ **ORDINANCE_NO_1603_Chestnut_street_1135991**
- ▣ **1603 Chestnut photos**
- ▣ **1603 Chestnut photos**

ORDINANCE NO. 20-

ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 1603 CHESTNUT STREET,
TAX PARCEL NUMBER 09513

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter I of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville that:

Section 1. The owner, Land Trust, of the dwelling located a 1603 Chestnut Street, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Supervisor is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwelling being located at 1603 Chestnut Street, Greenville, North Carolina, and owned by Land Trust.

Section 3. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 19th day of October, 2020.

PJ Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

#1135991

Sep 24, 2020 8:20:50 AM



Sep 24, 2020 8:21:31 AM



Sep 24, 2020 8:18:28 AM



Sep 24, 2020 8:17:59 AM



Sep 24, 2020 8:22:07 AM





Nov 5, 2019 11:22:47 AM













City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Rental Assistance to Support Small Business Incubation

Explanation: For Fiscal Year 2020-21, the City's Minority and Women-Owned Business Enterprise (MWBE) Program will initiate the Incubate to Accelerate Program. This program has been conceived in response to feedback from various local small businesses as well as in response to COVID-19 and the subsequent slowdown in our local economy.

Annual funding for the program totals approximately \$135,000, of which approximately \$125,000 will be appropriated through the General Fund with another \$10,000 contributed from the City's local partner, First Bank.

The program will fund three primary initiatives that were presented to Council during the August 24, 2020, City Council Workshop. The following is a description of each program and the proposed annual funding:

Rental Assistance to Support Small Business Incubation:	\$35,000
MWBE Enterprise Fund:	\$65,000
Back-Office Support Services:	\$35,000

The Rental Assistance Incubation initiative has been developed to assist small businesses (Grantees) in locating private rental retail space in blighted areas of the city (redevelopment areas or Center city) and assisting with rental assistance for a short period of time for purposes of job creation, job training, and community development.

Grantees selected to participate (as an individual) must be of low or moderate income as defined by HUD or employ a person who is of low to moderate income as defined by HUD.

Staff requests that City Council conduct a public hearing and authorize the City to provide rental assistance by entering into two separate lease agreements. In the first

agreement, staff is requesting the City lease restaurant food preparation space. In the second agreement, staff is requesting the City lease vacant retail space.

The monthly lease amounts are at or below the fair market lease rates. Once the properties are acquired, staff will select Grantees to sublet both private premises for the purpose of job creation, job training, and community development.

The following is a description of each property:

Site One: 804 West Fifth Street:

The City will lease this property (Gold Post Café restaurant) at a cost of \$500 per month for up to 2 years (for a total of \$12,000 in funding through the General Fund) from Arthur Wallace. Grantee(s) shall reimburse the City \$200 per month and pay the City 4% of the monthly profits received (if any). The above site is located within a redevelopment area. The site, which includes a commercial kitchen, will be used as shared kitchen space by the selected Grantee.

Site Two: 415 Evans Street

The City will lease this property (vacant retail space) at a cost of \$900 per month for up to 2 years (for a total of \$21,600 in funding through the General Fund) from Corbitt Hardee Properties, LLC. Grantee(s) shall reimburse the City \$200 per month and pay the City 4% of monthly profits (if any). The above site is located within the center city. This site will be used for a prospective retail business by the selected Grantee.

Fiscal Note:

Approximately \$35,000 in annual funding has been appropriated through the General Fund to support the Rental Assistance Incubation initiative.

Recommendation:

After holding a public hearing, staff requests that City Council adopt a motion authorizing the City, as Tenant, to:

1. Enter into the lease agreement with Arthur Wallace for 804 West Fifth Street; and
2. Enter into the lease agreement with Corbitt Hardee Properties LLC for 415 Evans Street; and
3. Authorize staff to select Grantees to enter sublease agreements with the City for the above properties for job creation, job training, and community development purposes.

ATTACHMENTS:

- ▢ **Business_Incubation_Lease_Arthur_Wallace_Second_Revision_COG-_1135729-v1-Gold_Post_Cafe_Lease_Agreement_1135812**
- ▢ **Corbett_Hardee_Lease_Second_Revision_COG-_1135719-v1-City_lease_Corbitt_Hardee_LLC_Rental_Assistance_Program_updated_1135811**
- ▢ **Sublease_Agreement__MOU_Inc_to_Accel_1135912**

NORTH CAROLINA

LEASE AGREEMENT

PITT COUNTY

THIS LEASE AGREEMENT ("Lease"), made and entered into this the ___ day of _____, 2020, by and between ARTHUR L. WALLACE, ("Lessor") and CITY OF GREENVILLE, a municipal corporation (the "City").

WITNESSETH:

WHEREAS, the City is a municipal corporation established and operating pursuant to the laws of the State of North Carolina;

WHEREAS, Lessor owns property at 804 West Fifth Street, Greenville, North Carolina (Parcel #22377), and Lessor operates Gold Post Café ("restaurant") which includes a commercial kitchen on the property ("leased premises");

WHEREAS, the restaurant is located in a redevelopment area within the City as defined by the City Council in The Center City, West Greenville Revitalization Plan;

WHEREAS, the City and Lessor desire to enter a lease for the leased premises whereby the Lessor will lease the leased premises to City for a 2-year period and City shall have the right to terminate for convenience the lease, including the right to terminate if space is not being used for a public purpose as set forth in State law;

WHEREAS, the City is authorized by state law to engage in economic development and community development initiatives--See GS 158-7.1 and GS 160A-456;

WHEREAS, the City desires to engage in a pilot program involving business incubation, whereby the City will lease Lessor's property described herein for purposes of subleasing that same space to a startup small business (Grantee selected by City) for job creation, job training, and community development;

WHEREAS, City will enter a separate agreement entitled Sublease Agreement and Memorandum of Understanding ("MOU") whereby City will sublease this same property to Grantee and Grantee will make a payment to the City, and this Lessor will be a party to that MOU;

WHEREAS, the overall goal of this lease and MOU (project) is for the City to subsidize the Grantee's rental of the leased premises described herein in return for Grantee utilizing the leased premises for job creation, job training, and community development (employment of a person or persons of low or moderate income in Pitt County as defined by HUD);

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Special Terms and Conditions

1. Leased Premises.

The Lessor leases unto City, and City hereby leases and takes upon the terms and conditions contained herein, the leased premises.

2. Term.

Subject to the terms and conditions of this Lease, the term of this Lease shall commence on _____, and shall expire at 11:59 p.m. on the date that is two (2) years thereafter.

3. Rent.

- a. The annual rental shall be \$6,000, payable in equal monthly installments of \$500.00. Rental shall be payable in advance on or before the first business day of each calendar month. Payment shall be made to Arthur Wallace and may be mailed to: 6164 NC 33 East, Grimesland, North Carolina, 27837.

4. Use and Occupancy.

- a. City shall sublease the premises to Grantee for economic development and community development purposes and specifically use as commercial space for job creation, job training, and community development.
- b. The leased premises shall at all times be kept open and accessible to City, its agents and employees, and Grantee and Grantee's agents and employees identified by City to utilize the leased premises.
- c. City shall comply with all federal, State or local laws, ordinances, regulations and rules applicable to City's use of the leased premises.

II. Other Terms and Conditions

5. Maintenance:
 - a. Lessor represents the leased premises is equipped with a commercial kitchen.
 - b. City represents that it has inspected the leased premises and found it to be in acceptable condition for the purposes herein specified, and accepts the leased premises in its current condition.
6. Utilities. Lessor shall be responsible for providing and paying for electricity, gas, lighting, heating, water, air conditioning, sewer, telephone, and all other charges for utilities used by City or Grantee in connection with the occupancy of the leased premises.
7. Warranty. The Lessor covenants to and with City that upon timely payment of rent and any other charges due and payable and observing and performing all of the terms, covenants and conditions, on City's part to be observed and performed, City and Grantee shall have the right to quiet possession of the leased premises, free from any adverse claims whatsoever from any persons whomsoever upon the terms and conditions of this Lease.
8. Eminent Domain.
 - a. If the entire leased premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and the Lessor and City shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.
9. Insurance.
 - a. Property Insurance;
 - Lessor shall maintain property insurance on the building and building improvements in an amount equal to the Replacement Cost of the building and improvements with a deductible not greater than \$5,000 and insuring the perils of coverage equal to or greater than the ISO Special Covered Causes of Loss form as approved by the North Carolina Department of Insurance.
 - Lessor waives its right of recovery against the City of Greenville to the extent loss to property is covered by insurance.

- Lessor will provide a Certificate Evidence of Property Insurance to the City of Greenville.
- b. Liability Insurance:
- Lessor shall purchase and maintain Commercial General Liability Insurance with a Limit of Insurance of \$1,000,000 per occurrence and a \$2,000,000 annual aggregate
 - Lessor shall furnish a Certificate of Liability Insurance to the City of Greenville
 - The City of Greenville will maintain insurance with an equal Limit of Insurance and furnish a Certificate of Liability Insurance to Lessor.
10. Access. City and Grantee will permit Lessor to enter on the leased premises at all reasonable times to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the leased premises.
11. Termination for Convenience (“TFC”). (a) *Procedure*. Without limiting any party’s right to terminate for breach, the City may, without cause, and in its discretion, terminate this Contract for convenience by giving the Lessor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force.
12. Exercise of Rights and Notice. All notices, demands or other communications of any type given by a party to the other, whether required by this Lease or in any way related to this Lease, shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Lease Agreement provides otherwise. Notice shall be effective upon any actual delivery or three days after mailing by first class, United States mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below:

City of Greenville: City Manager City of Greenville P.O. Box 7207 Greenville, NC 27835	Arthur L. Wallace 6164 NC 33 East Grimesland, NC 27837
--	--

13. Payment of Property Taxes.

a. The Lessor and City acknowledge that the leased premises is owned by the Lessor and Lessor is responsible for property taxes.

14. Assignment and Subletting. City shall have right to assign or sublease this Lease. City plans to (i) sublease the space to third parties (specifically Grantee or Grantees) for public purposes stated herein –job creation, job training, and community development. Grantee means small businesses identified in MOU that is selected by City to obtain possession of leased premises for public purposes described herein: job creation, job instruction, and community development.

15. Indemnity. To the extent permitted by law, Lessor shall and does hereby indemnify the City and Grantee and agrees to save City and Grantee harmless and, at the City's option, defend them from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees), judgments, settlement payments, and fines paid, incurred or suffered by the City and Grantee in connection with loss of life, personal injury and/or damage to property suffered by third parties arising from or out of the occupancy or use by Lessor of the leased premises or any part thereof, occasioned wholly or in part by any act or omission of Lessor, its officers, managers, members, shareholders, directors, agents, contractors, employees or invitees. Lessor’s obligations pursuant to this section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any jurisdiction applicable.

17. Force Majeure. Neither party hereto shall be required to perform any term, condition, or covenant of this Lease during such time performance, after the exercise of due diligence to

perform is delayed or prevented by acts of God, civil riots, organized labor disputes, or governmental restrictions.

18. Waiver and Modification. Neither this Lease nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the City to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.
19. Unenforceability. If any provision of this Lease is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of the Lease shall continue in full force and effect.
20. Entire Agreement. This Lease and related MOU are is the only agreements between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
21. E-Verify Requirements. (a) If this Lease is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) Lessor represents and covenants that its contractors and subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this Lease. (b) If this Lease is subject to NCGS 143-133.3, the Lessor and it contractors and subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

-Signatures are on the following pages.-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

The City:
CITY OF GREENVILLE

By: _____
PJ Connelly, Mayor

ATTEST:

By: _____
Valerie Shiuwegar, City Clerk

[Seal]

**NORTH CAROLINA
PITT COUNTY**

I _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is Clerk of the CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this the ___ day of _____, 2020.

My Commission expires: _____

Notary Public

Notary's printed or typed name

(Official Seal)

Lessor

By: _____ (Seal)
Arthur L. Wallace, Individually,
and DBA as Gold Post Cafe

By: _____ (Seal)
Arthur L. Wallace DBA Gold Post Café

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that Arthur L. Wallace personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein.

Witness my hand and Notarial Seal, this the ___ day of _____, 2020.

My Commission expires: _____

Notary Public

Notary's printed or typed name

(Official Seal)

EXHIBIT A

Property Description

804 West Fifth Street, Greenville, North Carolina, (Parcel # 22377)

Deed to the current owner Arthur L. Wallace, recorded in Deed Book 809, Page 754.

Beginning at an "x" in concrete at the intersection of the easternmost right of way line of Vance Street and the northernmost right of way line of West Fifth Street, thence S 69°40' 07" E - 105.29 feet along the northernmost right of way line of West Fifth Street to a set parker kalon nail in a tree root, the TRUE POINT OF BEGINNING; thence N 23°58'04" E - 84.26 feet along James A. Brown's property line to a set iron pipe; thence along Archie L. Edwards' property line, S 68°00'00" E - 52.75 feet to an existing iron pipe; thence S 24-01-12 W 82.72 feet along Arthur L. Wallace's property line to a set iron pipe in the northernmost right of way line of West Fifth Street; thence along said right of way line N 69°40'07" W - 52.75 feet to the POINT OF Beginning, containing 0.101 acre, according to map entitled, "SURVEY FOR JEFFREY L. WRIGHT and wife, TANYA A. WRIGHT," prepared by Baldwin and Associates, dated November 14, 1995. Said map being incorporated herein by reference for a further and more accurate description.

NORTH CAROLINA

LEASE AGREEMENT

PITT COUNTY

THIS LEASE AGREEMENT ("Lease"), made and entered into this the ____ day of _____, 2020, by and between Corbitt Smith Properties LLC ("Lessor") and City of Greenville, a municipal corporation ("City").

WITNESSETH:

WHEREAS, the City is a municipal corporation established and operating pursuant to the laws of the State of North Carolina;

WHEREAS, Lessor owns property at 415 Evans Street, Greenville, North Carolina (Parcel #20475), and such property is zoned for commercial use including retail use (leased premises);

WHEREAS, the leased premises (vacant retail space) is located in the Center City area within the City as defined by the City Council in The Center City, West Greenville Revitalization Plan;

WHEREAS, the City and Lessor desire to enter a lease for the Leased Premises whereby the Lessor will lease the Leased Premises to City for a 2-year period and City shall have the right to terminate the lease for convenience, including the right to terminate if space is not being used for a public purpose;

WHEREAS, the City is authorized by State law to engage in economic development and community development initiatives--See GS 158-7.1 and GS 160A-456;

WHEREAS, the City desires to engage in a pilot program involving business incubation, whereby the City will lease Lessor's property for the purpose of subleasing that same space to a startup small business (Grantee) for job creation, job training and community development;

WHEREAS, City will enter a separate agreement entitled Sublease Agreement and Memorandum of Understanding ("MOU") whereby City will lease this same property to Grantee and Grantee will make a lease payment to the City, and this Lessor will be a party to that MOU;

WHEREAS, the overall goal of this project (lease and related MOU) is for the City to subsidize the Grantee's rental of the leased premises, in return for Grantee utilizing the leased

premises for job creation, job training and community development (employment of a person or persons of low or moderate income in Pitt County as defined by HUD);

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Special Terms and Conditions

1. Leased Premises.

The Lessor leases unto City, and City hereby leases and takes upon the terms and conditions contained herein, the leased premises.

2. Term.

Subject to the terms and conditions of this Lease, the term of this Lease shall commence on _____, and shall expire at 11:59 p.m. on the date that is two (2) years thereafter.

3. Rent.

- a. The annual rental shall be \$10,800, payable in equal monthly installments of \$900.00. Rental shall be payable in advance on or before the first business day of each calendar month. Payment shall be made to Corbitt Smith Properties LLC, and may be mailed to: 608 Oak Street, Greenville, North Carolina 27858.

4. Use and Occupancy.

- a. City shall sublease the premises to Grantee for economic development and community development purposes and specifically use as commercial space for job creation, job training and community development.
- b. The leased premises shall at all times be kept open and accessible to City, its agents and employees, and Grantee and Grantee's agents and employees identified by City to utilize the leased premises.
- c. City shall comply with all federal, State or local laws, ordinances, regulations and rules applicable to City's use of the leased premises.

II. Other Terms and Conditions

5. Maintenance:
 - a. City represents that it has inspected the leased premises and found it to be in acceptable condition for the purposes herein specified, and accepts the leased premises in its current condition.
6. Utilities. City shall be responsible for providing and paying for all utilities for which it makes arrangements such as electricity, gas, lighting, heating, water, air conditioning, sewer, and all other charges for utilities in connection with the occupancy of the leased premises. City shall be fully reimbursed the full cost of utilities by Grantee.
7. Warranty. The Lessor covenants to and with City that upon timely payment of rent and any other charges due and payable and observing and performing all of the terms, covenants and conditions, on City's part to be observed and performed, City shall have the right to quiet possession of the leased premises, free from any adverse claims whatsoever from any persons whomsoever upon the terms and conditions of this Lease.
8. Eminent Domain.
 - a. If the entire Leased premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and the Lessor and City shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.
9. Insurance.
10. Insurance.
 - a. Property Insurance;
 - Lessor shall maintain property insurance on the building and building improvements in an amount equal to the Replacement Cost of the building and improvements with a deductible not greater than \$5,000 and insuring the perils of coverage equal to or greater than the ISO Special Covered Causes of Loss form as approved by the North Carolina Department of Insurance.
 - Lessor waives its right of recovery against the City of Greenville to the extent

loss to property is covered by insurance.

- Lessor will provide a Certificate Evidence of Property Insurance to the City of Greenville.

b. Liability Insurance:

- Lessor shall purchase and maintain Commercial General Liability Insurance with a Limit of Insurance of \$1,000,000 per occurrence and a \$2,000,000 annual aggregate
- Lessor shall furnish a Certificate of Liability Insurance to the City of Greenville
- The City of Greenville will maintain insurance with an equal Limit of Insurance and furnish a Certificate of Liability Insurance to Lessor.

11. Access. City or Grantee will permit Lessor to enter on the leased premises at all reasonable times to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the leased premises.

12. Termination for Convenience (“TFC”). (a) *Procedure*. Without limiting any party’s right to terminate for breach, the City may, without cause, and in its discretion, terminate this Contract for convenience by giving the Lessor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force

13. Exercise of Rights and Notice. All notices, demands or other communications of any type given by a party to the other, whether required by this Lease or in any way related to this Lease, shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Lease Agreement provides otherwise. Notice shall be effective upon any actual delivery or three days after mailing by first class, United States mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below:

City of Greenville: City Manager City of Greenville P.O. Box 7207 Greenville, NC 27835	C Corbitt Smith Properties LLC 608 Oak Street Greenville, NC 27858
--	--

14. Payment of Property Taxes.

a. The Lessor and City acknowledge that the leased premises is owned by the Lessor and Lessor is responsible for property taxes.

15. Assignment and Subletting. City shall have right to assign or sublease this Lease. City plans to (i) sublease the space to third parties (specifically Grantee or Grantees) for public purposes stated herein--job creation, job training and community development. Grantee means small businesses identified in MOU that is selected by City to obtain possession of leased premises for public purposes described herein: job creation, job instruction and community development.

16. Indemnity. To the extent permitted by law, Lessor shall and does hereby indemnify the City and Grantee and agrees to save City and Grantee harmless and, at the City's option, defend them from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees), judgments, settlement payments, and fines paid, incurred or suffered by the City and Grantee in connection with loss of life, personal injury and/or damage to property suffered by third parties arising from or out of the occupancy or use by Lessor of the leased premises or any part thereof, occasioned wholly or in part by any act or omission of Lessor, its officers, managers, members, shareholders, directors, agents, contractors, employees or invitees. Lessor's obligations pursuant to this section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any jurisdiction applicable.

18. Force Majeure. Neither party hereto shall be required to perform any term, condition, or covenant of this Lease during such time performance, after the exercise of due diligence to perform is delayed or prevented by acts of God, civil riots, organized labor disputes, or

governmental restrictions.

19. Waiver and Modification. Neither this Lease nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the City to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.
20. Unenforceability. If any provision of this Lease is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of the Lease shall continue in full force and effect.
21. Entire Agreement. This Lease and related MOU are the only agreements between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
22. E-Verify Requirements. (a) If this Lease is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) Lessor represents and covenants that its contractors and subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this Lease. (b) If this Lease is subject to NCGS 143-133.3, the Lessor and its contractors and subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

-Signatures are on the following pages.-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

The City:
CITY OF GREENVILLE

By: _____
PJ Connelly, Mayor

ATTEST:

By: _____
Valerie Shiuwegar, City Clerk

[Seal]

**NORTH CAROLINA
PITT COUNTY**

I _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is Clerk of the CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this the ___ day of _____, 2020.

My Commission expires: _____

Notary Public

Notary's printed or typed name

(Official Seal)

Lessor

By: _____ (Seal)
Corbitt-Hardee Properties LLC

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Peggy Corbitt, Member of Corbitt-Hardee Properties LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

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

Signature of Notary Public

Notary's printed or typed name

My commission expires: _____

(Official Seal)

EXHIBIT A

Property Description

415 Evans Street, Greenville, North Carolina (Parcel # 20475).

CORBITT SMITH PROPERTIES LLC, recorded in Deed Book 2942, Page 035.

That certain lot or parcel of land situate in the City of Greenville, Greenville Township Pitt County, North Carolina, being located on the East side of Evans Street and between 4th and 5th Streets, being more particularly described as follows:

BEGINNING at a point located at the intersection of the eastern right of way of Evans Street and the center of a common brick wall point, with said point being further located as 124.73 feet south of the southeast corner of the intersection of 4th and Evans Street; thence from said location beginning point and running with the center of a common brick wall, as far as said wall extends and continuing same course, S 78° 31' E – 130.9' to a point in the common property line with the City of Greenville as recorded in Map Book 77, Page 172, in the Pitt County Registry; thence with the City of Greenville property, S 11° 11' W – 13.5 feet to a point; thence running along the projected center of a common brick wall, N 78° 27' W - 130.61 feet to a point in the eastern right of way of Evans Street; thence running along the eastern right of way of Evans Street, N 10° 58' E – 12.96 feet to the point of BEGINNING, containing 0.04 acres, and being further shown as Lot 9, on a map titled, "Southeast Alley" as prepared by McDavid and Associates and recorded in Map Book 23, Pages 50 and 50-A in the Pitt County Registry. Property is subject to an alley along the eastern portion of the property as shown on the above referenced maps.

**NORTH CAROLINA
PITT COUNTY**

**SUBLEASE AGREEMENT
and MEMORANDUM OF UNDERSTANDING**

Lessor:

This is an agreement to sublet real property (hereinafter known as the "Sublease and Memorandum of Understanding" or "MOU") between the City of Greenville, Sublessor (hereinafter known as the "City") and Grantee, Sublessee, (hereinafter known as the "Grantee"), _____ . The Lessor in the rental of this property in the original lease where the City is the tenant is _____, Lessor.

This Sublease is for the public purpose of supporting business incubation, job creation and instruction and community development.

The City agrees to sublet to the Grantee, and the Grantee agrees to take possession of the property located at _____ (hereinafter known as the "Premises") under the following terms and conditions:

WITNESSETH:

WHEREAS, Lessor's retail business is located in the Center City or West Greenville as defined by the City Council in The Center City, West Greenville Revitalization Plan; and

WHEREAS, the City and Lessor have entered a lease for the Leased Premises and Grantee desires to sublease the property; and

WHEREAS, the City is authorized by State law to engage in economic development and community development initiatives. See GS 158-7.1 and GS 160A-456; and

WHEREAS, the City desires to engage in a pilot program involving business incubation, whereby Grantee subleases the leased premises for purposes for job creation; and

WHEREAS, the overall goal of this MOU is for the Grantee to reimburse the City for some of the monies paid to rent the leased premises and in return Grantee will utilize the leased premises for job creation, job training and community development (employment of a person or persons of low or moderate income in Pitt County as defined by HUD);

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Term. Tenancy of this Sublease shall begin with the Grantee taking possession on November 1, 2020, and end on _____. Under no circumstances shall there be holdover by the Grantee.

II. Reimbursement. The payment under this Sublease shall be \$200.00 payable the 1st of every month to the City and 4% of the profits made each month by the startup business related to business activities at the leased premises. This reimbursement payment helps defray the City's rent payment to Lessor. If the City is responsible for costs of any utilities at the property (leased premises), then Grantee shall reimburse the City for such costs.

The payment shall be paid in the following manner: monthly.

III. Performance Requirements:

Grantee shall comply with performance requirements mandated by City, City shall give such performance requirements to Grantee when this sublease herein begins and such performance requirements shall become a part of this MOU. For instance, there may be a requirement to create a certain number of jobs, or attending job training sessions (for example: commercial kitchen or business development training).

IV. Utilities. The City shall not be responsible for any of the utilities.

V. Liability. Grantee agrees to surrender and deliver to the City the premises including all furniture and decorations within the premises in the same condition as they were at the beginning of the term with reasonable wear and tear accepted. The Grantee will be liable to the City for any damages occurring to the premises, the contents thereof, the building / home, and any common areas. All actions conducted by any guests of the Grantee are the responsibility and liability of the Grantee.

VI. Insurance. Grantee (Sublessee) shall purchase liability insurance, applicable to use and occupancy of the Premises as follows: commercial general liability, \$1,000,000 combined single limits applicable to Grantee's use and occupancy of the Premises. Grantee shall provide a certificate of insurance to City and name City as an additional insured. Where this section requires that a certificate be provided, it shall be delivered in compliance with Notice section. Grantee must provide property insurance to protect Grantee's owned or leased property, and City shall not be responsible for any of the Grantee's owned or leased property.

VII. Exercise of Rights and Notice. All notices, demands or other communications of any type given by a party to the other, whether required by this Agreement or in any way related to this Agreement, shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Lease Agreement provides otherwise. Notice shall be effective upon any actual delivery or three days after mailing by first class, United States mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below:

<u>City of Greenville:</u> City Manager City of Greenville P.O. Box 7207 Greenville, NC 27835	<u>Grantee:</u>
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VIII. Persons Allowed on Leased Premises. There shall be no other persons occupying the leased premises other than the Grantee, Grantee’s officers and agents, and persons seeking to assist Grantee in job creation, job instruction and community development. City and Lessor may enter premises at any time.

IX. Move-in Checklist. At the time of taking possession of the premises by the Grantee, the City and Grantee shall perform an inspection of the Premises.

X. Master Lease. This Sublease must follow and is subject to the original lease agreement between the City and Lessor, a copy of which the City agrees to give to the Grantee, and which is hereby referred to and incorporated as if it were set out here at length. The Grantee agrees to assume all of the obligations and responsibilities of the City under the original lease for the duration of the Sublease except for the rental payment (reimbursement) which is described above.

XI. Disputes. If a dispute arises during or after the term of this Sublease between the City and Grantee, they shall agree to hold negotiations among themselves before any litigation.

XII. Written Agreement. This Sublease constitutes the sole agreement between the City and Grantee with no additions, deletions, or modifications that may be accomplished without the written consent of both parties (ANY ORAL REPRESENTATIONS MADE AT THE TIME OF EXECUTING THIS LEASE ARE NOT LEGALLY VALID AND, THEREFORE, ARE NOT BINDING UPON EITHER PARTY).

XIII. Language. The words “City” and “Grantee” as used herein include the plural as well as the singular; the language in this Sublease intends no regard for gender.

XIV. Original Copies. Each signatory to this Sublease acknowledges receipt of an executed copy thereof.

XV. Lessor’s Consent. The original lease between the Lessor and City does allow the right to sublet the leased premises.

XVI. Governing Law. This Sublease shall be bound to the laws of the State of North Carolina.

XVII. Additional Terms or Conditions.

- A. **Termination for Convenience (“TFC”).** (a) Procedure. Without limiting any party’s right to terminate for breach, the City may, without cause, and in its discretion, terminate this Contract for convenience by giving the Grantee and Lessor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) Obligations. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force.

- B. **Default.** If Grantee breaches any terms of this MOU, then City will escalate the Grantee’s payment amount by requiring the Grantee to pay the grant amount in addition to the reimbursement amount set forth in Section II above. Upon Grantee’s breach, the grant amount shall be added to the next month’s payment. This increase in payment shall remain in effect until the Grantee comes into compliance with terms of this MOU, lease expires or is otherwise terminated by City.

Grant amount is the difference between City’s rental payment in the original lease and Grantee’s reimbursement set forth in this MOU.

- C. **Indemnity.** To the extent permitted by law, Grantee and Lessor shall and does hereby indemnify the City, and agrees to save City harmless and, at the City's option, defend it from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees), judgments, settlement payments, and fines paid, incurred or suffered by the City in connection with loss of life, personal injury and/or damage to property suffered by third parties arising from or out of the occupancy or use by Grantee or Lessor of the Leased Premises or any part thereof, occasioned wholly or in part by any act or omission of Grantee or Lessor, their officers, managers, members, shareholders, directors, agents, contractors, employees or invitees. Grantee and Lessor obligations pursuant to this section shall survive any termination of this sublease with respect to any act, omission or occurrence which took place prior to such termination.

ORIGINAL LEASE ATTACHED (INITIAL) _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

The City: CITY OF GREENVILLE

By: _____
Ann E. Wall, City Manager

ATTEST:

By: _____
Valerie Shiuwegar, City Clerk

[Seal]

NORTH CAROLINA
PITT COUNTY

I _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is Clerk of the CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this the ___ day of _____, 2020.

My Commission expires: _____

_____ Notary Public

Notary's printed or typed name

(Official Seal)

Grantee

By: _____(Seal),
Individually

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that _____ personally appeared before me this day, acknowledging to me that they signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein:

My Commission expires: _____

_____ Notary Public

Notary's printed or typed name

(Official Seal)

EXHIBIT A

Property Description



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Naming of the City Adventure Park

Explanation: In December 2019, the City purchased approximately 163.27 acres of riverfront parkland for the development of an adventure park. The site address is 3050 Blue Heron Drive, and the property is located between the north bank of the Tar River and Old Pactolus Road, immediately east of Greenville Boulevard

City Council has authority to officially name a City public park. Recreation & Parks staff solicited community input on social media for potential names to be considered. Approximately 30 responses were received through this process. Staff narrowed down the suggestions to include potential names based on the feedback received and the adopted park naming policy, which is attached for your reference.

To further engage the community in this process, staff reached out to various community partners to gather input and then formulated a draft list of names that was published on social media for further consideration. The community partners contacted included Friends of Greenville Greenways (FROGGS), EC VELO, local watersports vendors, Sound Rivers, Fleet Feet, and River Park North staff.

An online survey was created and circulated from July 14th through August 5th, which is attached for your reference. A total of 738 votes were received through this survey. The top two choices were "Emerald Riverfront Park" (receiving 253 votes) and "Wildwood Park" (receiving 171 votes).

"Emerald Riverfront Park" was published on the City's website for 30 days prior to a public hearing by the Recreation and Parks Commission at their September 23, 2020 meeting. That meeting recessed following the public hearing, to allow for any additional public input regarding a name for the park.

On September 25, 2020, the Commission reconvened the meeting to select their recommended name, and voted to forward "Wildwood Park" to City Council for its consideration.

A public hearing was held by City Council on October 8, 2020.

Fiscal Note: No fiscal impact

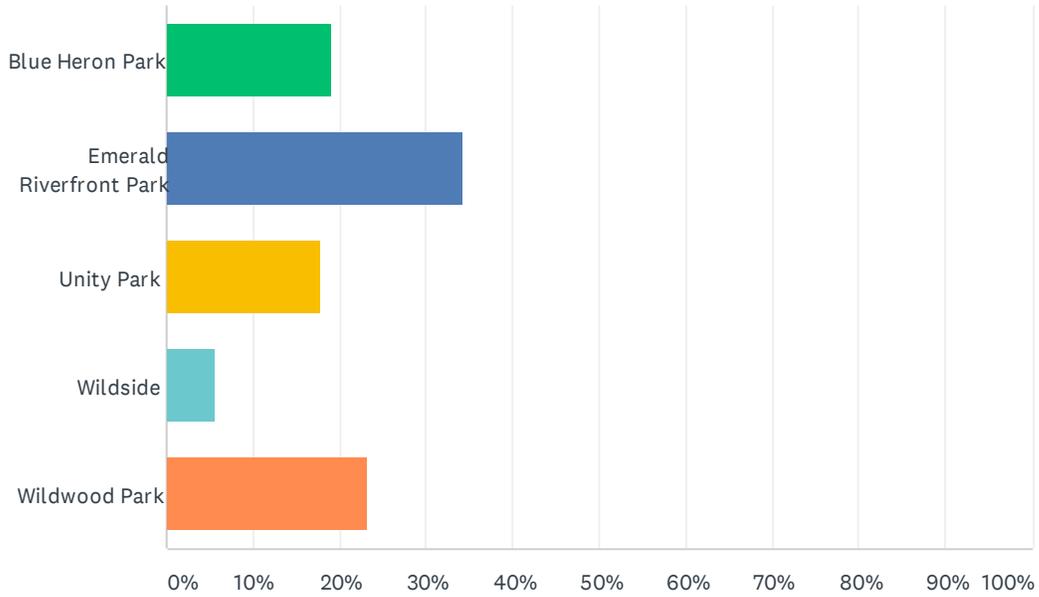
Recommendation: Staff recommends that Council approve "Wildwood Park" as the official name of the City's adventure park.

ATTACHMENTS:

- ☐ **Park Naming Survey Results**
- ☐ **Park_Naming_Policy_-_Approved_1-2011_amended_6-2013_and_8-2015_883382**

Q1 Which of the following names do you like most for our new adventure park?

Answered: 738 Skipped: 0



ANSWER CHOICES	RESPONSES	
Blue Heron Park	18.97%	140
Emerald Riverfront Park	34.28%	253
Unity Park	17.89%	132
Wildside	5.69%	42
Wildwood Park	23.17%	171
TOTAL		738

POLICY AND GUIDELINES FOR NAMING OR RENAMING CITY OF GREENVILLE PARKS, RECREATION FACILITIES AND GEOGRAPHIC FEATURES WITHIN PARKS

Section 1 - INTRODUCTION

The naming of City of Greenville parks, recreation facilities and geographic features within parks is an important task, and one that should be approached with caution and patient deliberation. With the possible exception of a corporate purchase of “naming rights,” a park, facility, or geographic feature name, once selected, should be bestowed with the intention that it will be permanent.

Those who select the names of parks, recreation facilities and geographic features should do so with a clear understanding that their decisions may set a precedent, and that their actions will exert an influence upon the community in future generations.

Section 2 - POLICY PURPOSE

The purpose of this policy is to establish a systematic and consistent approach for the official naming of City of Greenville parks, recreation facilities, and geographic features within parks.

Section 3 - NAMING of PARKS, RECREATION FACILITIES AND FEATURES

The following guidelines and criteria will be used when naming a park, recreation facility, or a geographic feature within a park:

- A. A permanent name may be assigned, if deemed appropriate by the Greenville City Council (following receipt of a recommendation for naming by the Greenville Recreation and Parks Commission) to a park or recreation facility, any time after land acquisition or park/facility development. Such recreation facilities may include trails/greenways, recreation centers, athletic complexes, picnic shelters, pools, playgrounds, “spraygrounds,” or other facility. However, discretion should be utilized in order to avoid an overabundance of named features or facilities in any single park, and the naming of a facility should not diminish or overshadow the park’s name.
- B. A permanent name may also be assigned, if deemed appropriate by the Greenville City Council (following receipt of a recommendation for naming from the Greenville Recreation and Parks Commission), to an unnamed lake or other prominent geographic feature within a park.
- C. At its discretion, the Greenville City Council may grant the Recreation and Parks Commission authority to officially name certain types of recreation facilities without further Council involvement.

- D. Duplication of the names of other parks, recreation facilities and geographic features within the City shall not be permitted. The exception would be a facility carrying the same name as the park in which it is situated. (ex: South Greenville Recreation Center in South Greenville Park)
- E. Priority in naming parks, facilities and geographic features shall be given to geographical locations, historic significance or geologic features.
- F. Consideration to name a park, facility or geographic feature in honor of a person (or persons or family) shall only be given if one or more of the following criteria has been met:
 - 1. The individual is statewide or nationally significant.
 - 2. The individual, individuals or family has contributed significant long-term support to the development or operation of the park or facility, or to the overall recreation and park system. The suggested name must be accompanied by evidence of contributions to the park, facility, and/or service, or to any of the Recreation and Parks Department's companion organizations that function in cooperation with and on behalf of the department. A companion organization includes, but is not limited to, such organizations as the Greenville Little Leagues, Jackie Robinson Baseball League, and the Friends of Greenville Greenways.
 - 3. An outstanding community individual has made significant and long term civic contributions to the City of Greenville as determined by either the Recreation and Parks Commission or the Greenville City Council.
 - 4. A substantial donation, as determined by either the Recreation and Parks Commission or the Greenville City Council, has been made to the Recreation and Parks Department, or companion organization, by or in memory of an individual, group or family.
- G. Parks, facilities, and geographic features may only be named after an individual who has been deceased for a minimum of six (6) months, except in the case of one or more of the following circumstances:
 - 1. The parkland in its entirety has been donated by the individual being honored through the proposed naming.
 - 2. 50% or more of the total cost of the facility has been donated by the individual being honored through the proposed naming, or by a group, business or organization making the donation in his or her name.
 - 3. A land donation in which a naming provision has been made on the deed and accepted by the Greenville City Council.
 - 4. A substantial donation of money has been made to the Greenville Recreation and Parks Department wherein the donor stipulated a naming provision as a condition of the donation and this condition has been accepted by the Greenville City Council.

H. Naming proposals for a park, facility or geographic feature may come from any individual, family, organization, business, governmental agency, donor, or neighborhood association that represents the locality wherein the park, facility or feature is situated.

Section 4 - PROCESS

Naming and renaming proposals shall be made on a form provided by the Recreation and Parks Department and forwarded to the Chair of the Greenville Recreation and Parks Commission at:

Chairman, Greenville Recreation and Parks Commission
Greenville Recreation and Parks Department
P.O. Box 7207
Greenville, NC 27835-7207

The proposal will be posted on the Greenville Recreation and Parks website for a period of 30 days, during which citizen comments and suggestions may be submitted in writing to the Commission Chair through the website or at the above address. The Commission will then hear oral comments during a public hearing at their first meeting following the expiration of the 30 day period, and formulate a recommendation regarding the proposal. The recommendation will then be forwarded to the Greenville City Council. In the event the Commission does not formulate a recommendation within 60 days after the public hearing, it will be considered that the Commission's recommendation is to approve the naming proposal and this recommendation will be forwarded to the Greenville City Council.

The Greenville City Council will consider the naming proposal at a Council meeting after receipt of a recommendation from the Recreation and Parks Commission. A public hearing will be held by City Council prior to making its decision on the naming proposal. City Council may approve, deny, or modify the naming proposal. City Council may, but is not required to, refer a modification of the naming proposal back to the Recreation and Parks Commission for review and recommendation.

The following guidelines and criteria shall be considered and met before renaming a City of Greenville park, facility or geographic feature:

- A. Once named, the renaming of City of Greenville parks, facilities, or geographic features is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributions.
- B. Land and facilities named by deed restriction shall not be renamed.
- C. Parks, facilities and geographic features named after individuals shall not be changed unless it is found by the Recreation and Parks Commission or the Greenville City Council that the individual's personal character was such that the continued use of the name for a City park, facility or geographic feature would not be in the best interest of the City.

- D. Parks, facilities and geographic features named for a location, a geographic feature or a community/neighborhood may be considered for renaming. However, the existing name of a park, facility, or geographic feature which is of local or national importance or which identifies an outstanding geographic or physical feature shall not be changed unless the Recreation and Parks Commission or Greenville City Council determines that there are extraordinary circumstances of local or national interest to justify the name change.
- E. Subject to the foregoing, in order for a park, facility or geographic feature to be considered for renaming, the recommended name must otherwise qualify according to the same guidelines and criteria as set forth above for originally naming parks, facilities and geographic features and the same general procedure shall be followed.

SECTION 5 - NAMING RIGHTS FOR CORPORATIONS OR OTHER PRIVATE BUSINESSES:

This policy does not provide guidelines or processes for granting temporary naming rights to corporations or other private businesses as a mutually beneficial arrangement between the City and a corporation or other private business wherein the corporation or other private business provides cash and/or in-kind services to the City in return for access to the commercial and/or marketing potential associated with a city facility or service.

Such arrangements could include the naming of a park, a facility, a geographic feature, an event or activity. While such arrangements could prove highly beneficial to the City and its citizens, as well as to area businesses, the details of such arrangements will necessitate cautious consideration. A separate city policy and process will address the grant of naming rights to a corporation or other private business.

Section 6 - COMPONENTS OF BUILDINGS

The provisions of this Policy and Guidelines do not apply to the naming of components of a recreation building such as classrooms, meeting rooms, game rooms, gymnasiums, courts, studios, theaters, galleries, and auditoriums. City Council, in its discretion, may name components of recreation buildings or grant the Recreation and Parks Commission authority to name certain types of components of recreation buildings without further Council involvement.

This policy was adopted by City Council on January 10, 2011, and amended on June 13, 2013, and August 10, 2015.



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Multifamily Housing Revenue Bonds to Finance a Portfolio of Affordable Multifamily Housing Developments, including Glendale Court Apartments in the City of Greenville

Explanation: Federal tax law requires that tax-exempt bonds issued to finance multifamily residential rental facilities be approved, among others, by the elected legislative body of the governmental unit that has jurisdiction over the area in which the facilities are located after holding a public hearing (Internal Revenue Code Section 147(f)).

Glendale Court Apartments, one of the facilities being financed with the Bonds, is located in the City and the City Council is the elected governing body of the City. The Burlington Housing Authority, at the request of affiliated or related entities of Vitus Group, LLC, a Delaware limited liability company, and Affordable Housing Institute, Inc., a Florida nonprofit corporation (collectively, the "Borrower"), proposes to issue the Bonds in a principal amount not to exceed \$53,500,000 to finance the acquisition and rehabilitation of a portfolio of low-income multifamily residential rental facilities, including Glendale Court Apartments (the "Development"). The portion of the Bonds to be used to finance the acquisition and rehabilitation of Glendale Court Apartments is approximately \$7,750,000. The Burlington Housing Authority and the Borrower have requested the City to approve the issuance of the Bonds for purposes of Section 147(f) of the Code.

The Bonds are expected to be issued in December 2020, and will be sold in the public market. The Borrower will agree to repay the principal, premium, if any, and interest on the Bonds. **The City will not have any liability whatsoever for the payment of principal or interest on the Bonds, and the Bonds will not affect the City's debt ratios or legal debt limit. The attached approval resolution explicitly states that its adoption "shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower."**

The notice of public hearing was published in *The Daily Reflector* as required by law. The form of the resolution to be adopted by the City Council is attached.

Fiscal Note:

The City will have no legal responsibility or liability whatsoever for the payment of principal or interest on the proposed Bonds, and the Bonds will not affect the City's debt ratios or legal debt limits.

Recommendation:

That the City Council, at the conclusion of a public hearing regarding the same, adopt a resolution approving in principle the issuance of not to exceed \$53,500,000 of Multifamily Housing Revenue Bonds by the Burlington Housing Authority to finance a portfolio of affordable multifamily housing developments, including Glendale Court Apartments in the City of Greenville, North Carolina, for the purpose of meeting the requirements of the Internal Revenue Code of 1986, as amended.

ATTACHMENTS:

- ☐ **Resolution**

RESOLUTION APPROVING IN PRINCIPLE THE ISSUANCE OF NOT TO EXCEED \$53,500,000 OF MULTIFAMILY HOUSING REVENUE BONDS BY THE BURLINGTON HOUSING AUTHORITY TO FINANCE A PORTFOLIO OF AFFORDABLE MULTIFAMILY HOUSING DEVELOPMENTS, INCLUDING GLENDALE COURT APARTMENTS IN THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council (the “City Council”) of the City of Greenville, North Carolina (the “City”) met remotely at 6:00 pm on the 19th day of October, 2020; and

WHEREAS, affiliated or related entities of Vitus Group, LLC, a Delaware limited liability company, and Affordable Housing Institute, Inc., a Florida nonprofit corporation (collectively, the “Borrower”), have requested that the Burlington Housing Authority, a housing authority organized and operating under the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the “Act”), assist in financing the acquisition and rehabilitation of a portfolio of low-income multifamily residential rental facilities (the “Project”); and

WHEREAS, the Burlington Housing Authority desires to issue its multifamily housing revenue bonds in an amount not to exceed \$53,500,000 (the “Bonds”), for the purpose of providing financing to the Borrower for the Project; and

WHEREAS, a portion of the proceeds of the Bonds in the amount of approximately \$7,750,000 will be loaned to Borrower and used to finance the acquisition and rehabilitation of a 100-unit residential rental facility known as Glendale Court Apartments, and located in the jurisdiction of the City at 111 Glen Dale Drive, Greenville, North Carolina (the “Development”), which is one of the facilities in the portfolio making up the Project; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires that any bonds issued by the Burlington Housing Authority for the Development may only be issued after approval of the plan of financing by the City Council of the City following a public hearing with respect to such plan; and

WHEREAS, the City Council has today held a public hearing with respect to the issuance of the Bonds, a portion of which will be used to finance the Development, as evidenced by the Certificate and Summary of Public Hearing attached hereto as Exhibit A; and

WHEREAS, the City has determined that approval of the issuance of the Bonds is solely to satisfy the requirements of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Burlington Housing Authority, or to constitute the Bonds or any of the agreements or obligations of the Burlington Housing Authority an indebtedness of the City, within the meaning of any constitutional or statutory provision whatsoever;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA:

1. The proposed issuance of the Bonds by the Burlington Housing Authority in one or more series, in an amount not to exceed \$53,500,000, a portion of which will be used to finance the acquisition,

rehabilitation and equipping of the Development within the jurisdiction of the City, is hereby approved for purposes of Section 147(f) of the Code.

2. This resolution shall take effect immediately.

Council member _____ moved the passage of the foregoing resolution and Council member _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: _____

Nays: _____

Not voting: _____

* * * * *

CERTIFICATION

I, Valerie Shiuwegar, City Clerk to the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City of Greenville, North Carolina, at a regular meeting duly called and held on October 19, 2020, as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the City Council.

WITNESS my hand and the seal of the City Council of the City of Greenville, North Carolina, this ____ day of October, 2020.

Valerie Shiuwegar, City Clerk
City of Greenville, North Carolina

(SEAL)

Exhibit A

Certificate and Summary of Public Hearing

The undersigned City Clerk of the City of Greenville, North Carolina, hereby certifies:

1. Notice of a public hearing (the “Hearing”) to be held on October 19, 2020, with respect to the issuance of bonds by the Burlington Housing Authority (the “Authority”) for the benefit of affiliated or related entities of Vitus Group, LLC and Affordable Housing Institute, Inc. (the “Borrower”) was published on October __, 2020, in *The Daily Reflector*.
2. The presiding officer of the Hearing was Mayor P.J. Connelly.
3. The following is a list of the names and addresses of all persons who spoke at the Hearing:
4. The following is a summary of the oral comments made at the Hearing:

IN WITNESS WHEREOF, my hand and the seal of the City of Greenville, North Carolina, this 19th day of October, 2020.

Valerie Shiuwegar, City Clerk
City of Greenville, North Carolina

(SEAL)



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Resolution and lease agreement with Greenville Utilities Commission for a City-owned parcel on North Greene Street for use as pump station

Explanation: The City owns property, parcel #18875 (the Property), which is a 1.33-acre vacant lot on North Greene Street (the Property abuts 710 N. Greene St., parcel # 34807).

Greenville Utilities Commission (GUC) proposes to enter into a 25-year renewable land lease of the Property for the purpose of construction and operation of a pump station to assist in the movement of sanitary sewage in this part of the city. GUC and the City propose to enter a 25-year lease, with option to renew for 3 additional periods of 5 years, and the annual rent is \$900.

The Property is currently not being used by the City, and City staff deems the Property as surplus.

N.C.G.S. 160A-274(b) provides that any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, lease to any other governmental unit any interest in real property.

The City and GUC are both governmental units.

Fiscal Note: \$900 per year is to be received in an annual rent payment for the next 25 years. The ad valorem tax value of the Property is \$21,715.

Recommendation: The City Administration recommends that City Council approve the attached resolution which authorizes the City to enter a lease with GUC for the Property

described above, and approves the lease (which is attached).

ATTACHMENTS:

- ▣ RESOLUTION_Lease_of_parcel_Greene_St._for_pump_station_1136892**
- ▣ Lease_Agreement__City_of_Greenville__GUC_Pumping_Stateion_1136893**
- ▣ Map**

RESOLUTION NO. -20
RESOLUTION APPROVING THE LEASE AGREEMENT WITH GREENVILLE UTILITIES
COMMISSION FOR SUBJECT PROPERTY FOR A TERM OF 25 YEARS

WHEREAS, the City of Greenville (the "City") owns a lot on N. Greene Street, Tax Parcel #18875 in Greenville, North Carolina ("Subject Property") ;

WHEREAS, Greenville Utilities Commission ("Tenant") desires to utilize the lot as a pump station to assist with the movement of sanitary sewage;

WHEREAS, the City and Tenant have agreed upon a lease, under which Tenant will lease the Subject Property for a term of 25 years, with option to renew for three additional periods of 5 years, with such term beginning on the effective date of the lease agreement;

WHEREAS, in consideration of leasing the Subject Property, Tenant has agreed to pay the City an annual rent of \$900.00 each year during the term of the Lease;

WHEREAS, North Carolina General Statute § 160A-274 authorizes the City to enter into leases in real property with another governmental unit, upon such terms and conditions as it deems wise, with or without consideration; and

WHEREAS, the City and Tenant are both governmental units;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that:

- Council approves the Lease, and the Mayor or City Manager may execute any instruments necessary associated with the Lease;
- Council declares that the Subject Property is surplus property and not needed by the City during the term of the Lease as described herein; and
- Council approves the Lease of the Subject Property to Tenant for 25 years, and authorizes the Mayor or City Manager to negotiate any additional terms necessary for the Lease that are in the best interests of the City, not inconsistent with the terms herein, and execute any instruments necessary associated with the Lease.

This the 19th day of October, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

This LEASE AGREEMENT, made and entered into on this the ____ day of _____, 2020, effective at 12:01 a.m. on the ____ day of _____, 2020, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation with an office at 200 West Fifth Street, Greenville, Pitt County, North Carolina 27835 (hereinafter referred to as “LANDLORD” or “CITY”), and GREENVILLE UTILITIES COMMISSION of the City of Greenville, North Carolina, a body politic duly chartered by the State of North Carolina with offices at 401 South Greene Street, P.O. Box 1847, Greenville, Pitt County, North Carolina 27835-1847 (hereinafter referred to as “TENANT”);

W I T N E S S E T H

WHEREAS, TENANT is duly chartered by the State of North Carolina for the operation and maintenance of the public utilities of the City of Greenville, North Carolina, and surrounding areas by providing sewer, water, gas, and electricity; and

WHEREAS, TENANT desires to establish a pump station site to assist with the movement of sanitary sewage along the North Greene Street corridor north of the Town Common and adjacent to the right-of-way of CSX Railroad; and

WHEREAS, LANDLORD previously purchased on March 22, 2002, property commonly known as Tax Parcel No. 18875 containing 1.33 acres, more or less, which said property is more particularly described in that certain North Carolina General Warranty Deed from Herbert S. Corey and wife, Joanne W. Corey, to the City of Greenville which appears of record in Book 1285 at Page 589, Pitt County Public Registry, to which reference is hereby made for a more particular and accurate description of the subject property; and

WHEREAS, such purchase was made by the City of Greenville contemporaneously with purchases by the Federal Emergency Management Agency (FEMA) of surrounding properties which had been flooded and were deemed unsuitable for future development. FEMA monies cannot be used for the purchase of commercial properties and prior to the purchase by LANDLORD, the subject property was used for commercial purposes; it is likewise deemed unsuitable for future development; and

WHEREAS, the current ad valorem tax value for the subject property is \$21,715 which has been determined by an appraisal to be the fair market value of the subject property; and

WHEREAS, TENANT initially indicated an interest in purchasing such property, but LANDLORD instead offered to lease such property to TENANT for a period of twenty-five (25) years with renewals for three (3) additional periods of five (5) years each upon the terms set forth herein; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, receipt of which is hereby respectively acknowledged by each of the parties hereto, LANDLORD and TENANT do hereby agree each with the other as follows:

1. Property. LANDLORD hereby leases to TENANT, and TENANT hereby rents from LANDLORD property containing approximately 1.33 acres, more or less, as more particularly described on Exhibit "A" which is attached hereto and made a part hereof. Such property is commonly known as Tax Parcel No. 18875 according to the records in the Office of the Tax Administration of Pitt County, North Carolina.

2. Term. The initial term of this Lease Agreement shall begin at 12:01 a.m. on the effective date of this Lease Agreement and shall exist and continue for a period of twenty-five (25) years or until midnight on the _____ day of _____, 2045.

3. Extension of Term. TENANT shall have the further option to extend this Lease Agreement for three (3) additional periods of five (5) years each, beginning with the expiration of the initial twenty-five (25) year lease term, and continuing for an additional five (5) year term each time, so long as TENANT provides LANDLORD with at least sixty (60) days' advanced written notice before the end of the current lease term (or any renewal term) of its desire to exercise its option to renew this Lease Agreement upon the terms set forth herein. In the event TENANT remains in possession of the demised property beyond the initial twenty-five (25) year term, or any renewal term, such possession by TENANT shall be as a "holdover" and subject to the same terms and conditions set forth herein on a month-to-month basis until LANDLORD demands that TENANT vacate the premises upon at least one (1) year's advance written notice.

4. Rent. TENANT shall agree to pay to LANDLORD rent for the demised premises at the rate of Nine Hundred and 00/100 Dollars (\$900.00) per year payable in advance on or before the fifteenth (15th) day of each year during the term of this Lease and any extension hereof. All rent checks shall be payable to the City of Greenville, North Carolina.

5. Taxes. No ad valorem taxes are payable on the subject property because it is owned by the LANDLORD, a municipal corporation.

6. Utilities. All Utilities utilized on site shall be the responsibility of TENANT during the lease term and during any extension thereof.

7. Security Deposit. There will be no security deposit required of TENANT.

8. Insurance. TENANT shall be responsible for insurance, if any, on any improvements on the demised premises and LANDLORD shall have no liability or responsibility therefore. TENANT shall also provide insurance on other property owned and used by TENANT at the demised premises throughout the term of this Lease Agreement, and LANDLORD shall have no liability or responsibility therefore.

The Tenant agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. A certificate reflecting the following minimum coverages shall accompany this lease agreement. The Tenant shall not commence services under this Lease until the Tenant has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this lease. Failure to maintain the required insurance coverage shall constitute grounds for lease agreement termination.

Insurance requirements are as follows:

A. Public Liability and Property Damage:

The Designer shall take out and maintain during the life of this lease agreement Commercial General Liability Insurance as shall protect from claims for damage for Bodily Injury, Property Damage, Personal Injury, including death which may arise from operations under this lease agreement, whether such operations be by the Designer or by any sub-contractor, sub-consultant, or by anyone directly or indirectly employed by any of the above.

The Minimum Limits of Insurance required are:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products and Completed Operations Aggregate:	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the Risk Manager for the City of Greenville. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations

The City of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

B. Workers' Compensation Insurance:

Limits:

Workers Compensation: Statutory for the State of North Carolina

Employers Liability:

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee.

No sub-contractor may exclude executive officers. Workers Compensation must include all employees.

C. Pollution Liability Insurance

Tenant shall maintain Pollution Liability Insurance

Limit of Insurance: \$5,000,000

Pollution Liability Insurance must include clean-up, testing and monitoring

Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than 30 days after mailing written notice to the assured of such cancellation.

The Insurance policies must be endorsed to reflect a 30 day notice of cancellation or material change in coverage be given to the City of Greenville

9. Access. Tenant will permit the City and its agents to enter on the demised premises at all reasonable times to examine the condition thereof.
10. Permits for Occupancy or Renovation. Tenant shall be responsible for obtaining any building permits, zoning compliance, or special use permits for use of the demised premises for the intended activities of the Tenant. The City will cooperate as necessary to assist Tenant, at no cost to the City.
11. Environmental.
 - a. Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the demised premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials

Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being “Hazardous Materials Requirements”). Tenant shall remove all Hazardous Materials from the demised premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

- b. Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifests, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide the City with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide the City with copies of all responses to such correspondence at the time of the response.
- c. Tenant hereby indemnifies and holds harmless the City, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney’s fees and costs) paid, incurred or suffered by, or asserted against the City as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the demised premises of any Hazardous Materials caused by Tenant or Tenant’s employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the demised premises if such Hazardous Materials were stored on the demised premises by Tenant, its agents, employees, invitees or successors in interest.
- d. For purposes of this Lease, “Hazardous Materials” means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials

Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

- e. The warranties and indemnities contained in this Section shall survive the termination of this Lease.

12. Assignments/Subletting. This Lease Agreement shall not be assigned, or the leased premises sublet, without the written consent of LANDLORD, which said consent shall not be unreasonably delayed or denied.

13. Improvements and Repairs. It is anticipated that TENANT will construct on the subject property a pump station and related facilities and will, from time to time, make any necessary repairs required for the appropriate construction, operation, and maintenance of such facility. Upon termination of this Lease Agreement, TENANT may remove any and all improvements, or may allow such improvements to remain on the subject property in TENANT's sole and absolute discretion.

14. Condition/Use. TENANT covenants and agrees that it will take good care of the premises and will make no unlawful or offensive use of the premises, and at all times shall use the premises in conformity and compliance with all local, state, and federal ordinances, regulations, and laws as they relate to the construction, operation, and maintenance of a pump station for sanitary sewage.

15. Catastrophe. If during the term of this Lease Agreement, or any extension hereof, the leased premises are so damaged by fire, tornado, or other catastrophe or casualty as to render the same unusable, at TENANT's option, this Lease Agreement shall thereupon terminate.

16. Default. If TENANT shall fail or neglect to make any payment of rent when due, and if such default shall continue for a period of thirty (30) days, or if TENANT shall violate any of the other provisions of this Lease, the LANDLORD may terminate this Lease Agreement upon one (1) year's written notice to TENANT and therefore require TENANT to vacate the premises hereby demised, or may enter the premises and expel the TENANT therefrom, or LANDLORD may, in lieu of the above, or in conjunction therewith, pursue any other lawful right or remedy incident to the relationship created by this Lease Agreement.

17. Termination. On the termination of this lease term, TENANT shall vacate the premises, shall remove all of its personal property, and shall repair any damage done to the property other than ordinary wear and tear.

18. Notice. Any notice to be given by one party to the other party hereunder may be delivered or deposited postage prepaid addressed to the following:

LANDLORD Name: City of Greenville, NC
Address: 200 West Fifth Street
City/State/Zip: Greenville, NC 27858
Telephone No.: (252) 329-4425

TENANT Greenville Utilities Commission of the City of Greenville, NC
Name: Phillip R. Dixon, General Counsel
Address: 401 S. Greene Street, P.O. Box 1847
City/State/Zip: Greenville, NC 27835-1847
Telephone No.: (252) 551-3366

19. Governing Law. This Lease Agreement shall be governed by North Carolina law.

20. Mediation / Arbitration. In the event of a dispute between the parties which the parties are unable to resolve, the parties shall submit their dispute to non-binding mediation before a mutually agreeable mediator prior to initiating litigation. If the parties are unable to agree upon a mediator within thirty (30) days after failing to resolve the dispute, either party may petition a Court of competent jurisdiction for the designation of a qualified mediator for these purposes.

Each party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each party shall bear one-half (1/2) of the costs and expenses of the mediator. Unless otherwise agreed, the parties will hold mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be revealed in any subsequent litigation.

In the event the matter is not resolved in mediation, either party may request arbitration. The parties shall jointly select an Arbitrator and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the parties. The parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other party in writing, and the parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the parties are unable to agree within such ten (10) day period, the parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

21. Indemnity. To the extent permitted by law, Tenant shall and does hereby indemnify the City and agrees to save it harmless and, at the City's option, defend it from and against any and all claims, actions, damages, liabilities and expenses (including attorneys' and other professional fees), judgments, settlement payments, and fines paid, incurred or suffered by the City in connection with

loss of life, personal injury and/or damage to property suffered by third parties arising from or out of the occupancy or use by Tenant of the Leased Premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its officers, managers, members, shareholders, directors, agents, contractors, employees or invitees. Tenant's obligations pursuant to this section shall survive any termination of this Lease with respect to any act, omission or occurrence which took place prior to such termination.

22. E-Verify Requirements. (a) If this Lease is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) Tenant represents and covenants that its contractors and subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this Lease. (b) If this Lease is subject to NCGS 143-133.3, the Tenant and its contractors and subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

[SIGNATURE PAGES FOLLOW]

IN TESTIMONY WHEREOF, each of the parties hereto has executed this Lease Agreement in duplicate originals, one of which shall be retained by the LANDLORD and one of which shall be retained by the TENANT.

LANDLORD: CITY OF GREENVILLE, NORTH CAROLINA

By: _____
P.J. Connelly, Mayor

[OFFICIAL SEAL]

ATTEST:

Valerie Shiuwegar, City Clerk

TENANT: GREENVILLE UTILITIES COMMISSION OF
THE CITY OF GREENVILLE, NORTH CAROLINA

By: _____
Anthony C. Cannon
General Manager/Chief Executive Officer

[OFFICIAL SEAL]

ATTEST:

Amy Wade, Executive Secretary

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by P.J. Connelly, its Mayor, sealed with its official seal and attested by her as its City Clerk.

WITNESS my hand and seal, this the ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, do certify that Amy Wade personally appeared before me this day and acknowledged that she is Executive Secretary of GREENVILLE UTILITIES COMMISSION, and that by authority duly given and as an act of Commission, the foregoing instrument was signed in its name by Anthony C. Cannon, its General Manager/CEO, sealed with its official seal, and attested by herself as its Executive Secretary, all pursuant to the authority of the Board of Commissioners of the Commission.

WITNESS my hand and seal, this the ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires: _____

Pre-Audit Certificate
This Instrument has been pre-audited in the
manner required by the Local Government
Budget and Fiscal Control Act

Finance Officer

Approved as to Form

Phillip R. Dixon
General Counsel

EXHIBIT "A"

Lying and being in the City of Greenville, Pitt County, North Carolina and beginning at a stake on the eastern right-of-way of North Greene Street, said stake being located North 2 degrees 30 minutes East, 300 feet from the northwest corner of the Allied Petroleum Company lot, as appears on survey by Algie D. Hicks, R.S.. dated December 12, 1972, to which reference is hereby made for an accurate and complete description: the same being of record in Map Book 22, on Page 13, in the Pitt County Registry; and running thence North 4 degrees 17 minutes East, 250.21 feet along the eastern right-of-way of North Greene Street to an iron stake at the southwest corner of the R. L. Smith property; thence South 87 degrees 30 minutes East, 225.88 feet to an iron stake; thence South 2 degrees 30 minutes West, 250 feet along R. L. Smith's property line to an iron stake; thence North 87 degrees 30 minutes West ,233 feet to the beginning, and being the identical property as is shown on map of Algie D. Hicks, Rivers and Associates, Inc. dated December 12, 1972, of record in Map Book 22, Page 13, Pitt County Registry, and being the identical property conveyed to Herbert S. Corey and wife, Jo Anne W, Corey by deed from James John Terrell and wife, Billie Wood Terrell, dated November 8, 1989, recorded in Book 244, on Page 618, Pitt County Registry.



Pitt County Government
 Greenville, North Carolina
www.pittcountync.gov




Parcel:	18875
More Info:	18875
Physical Address:	0 N GREENE ST
Owner Name:	GREENVILLE CITY OF
OwnerAddress1:	PO BOX 7207
OwnerAddress2:	
OwnerAddress3:	
City / State / Zip:	GREENVILLE NC 27835
NC PIN:	4688363307
Subdivision / Section / Phase:	
Prior Legal Description:	&3* RESTAURANT
Block / Lot:	
Tract:	
Building Number / Unit:	
Acres:	1.33
Current Owner Deed/Document:	SEE FILE
Map Book:	22-13
Deed / Document Date:	05/2007
Deed / Document Sales Price:	\$0
Building Type / Use:	COMMERCIAL(Warehouse)
Number of Buildings:	0
Year Built:	
Total Living Area:	
Building Value:	
Extra Features Value:	\$0
Land Value:	\$21,715
Total Current Market Value:	\$21,715
Total 2019 Market Value:	\$21,715
Municipality:	GREENVILLE
Township:	GREENVILLE
Fire Service District:	INSIDE MUNICIPALITY
Census Tract:	800
Neighborhood:	004140
Elementary School:	Wahl-Coates ES
Middle School:	C M Eppes MS
High School:	J H Rose HS

Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.

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PLEASE NOTE:

The parcel information is updated nightly and reflects current property values.

Printed: 10/7/2020 5:22:12 PM



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Public art recommendation for mural on the 4th Street Parking Garage

Explanation: The Pitt County Arts Council at Emerge issued a Request for Proposals for an artist to paint a mural on the Cotanche Street side of the 4th Street Parking Garage. After review of all submitted proposals, the Civic Arts Committee recommends that the City Council approve this project.

Fiscal Note: No fiscal impact

Recommendation: Approval of the proposed public art project.

ATTACHMENTS:

- ❑ PCAC 4th Street Parking Deck



PITT COUNTY
ARTS
COUNCIL AT
EMERGE

**CIVIC ARTS COMMITTEE
RECOMMENDATION FOR PUBLIC ART
PLACEMENT ON PUBLIC PROPERTY**

REQUESTED

AGENDA DATE: October 19, 2020

PROJECT: City Parking Deck Mural (Cotanche Panels)

LOCATION: Cotanche Street panels on City Parking Deck

TYPE OF ART: Mural (three panels)

PROJECT TYPE: Commission RFP RFQ Community Donation

ARTIST: Helen Joria Alvir Lewis
Helen is a senior in the ECU School of Art and Design pursuing a Bachelor's of Fine Arts in Art Education. She is of Guatemalan descent.

TITLE: "Bubbles"

**PROJECT
STATEMENT:**

"This mural shows the people in our community, of different races, that they are represented. When people drive or walk by the mural they can see the two hands, the bright colors, and think of how we can come together and work together to create a community where we can all enjoy the simple joys of life, like bubbles."

SIZE ESTIMATE: 3 panels measuring approximately 90"x185".

**SELECTION
PROCESS:**

This is a community collaborative project working with the ECU School of Art and Design (SoAD). An RFP was issued through Beth Blake, Professor at the ECU SoAD, to her Digital Painting Class. There were 11 submissions, and Lewis's image was chosen by the Civic Arts Committee in March 2020. The final design was officially approved by the Civic Arts Committee on September 2, 2020, and the Pitt County Arts Council Board of Directors on September 17, 2020.

SUBCOMMITTEE: Kevin Heifferon, Andrew Schmidt, Sierra Jones, Meredith Hawke Dzeko, Beth Blake, Helen Joria Alvir Lewis
Staff: Holly Garriott, Paula Rountree

**COMMITTEE'S
COMMENTS:**

The image "Bubbles" shows a whimsical, fun scene representing the feel of Greenville. The artist merit is strong, and the panel feels like

this is a strong representation of our multicultural community (one hand is Hispanic, and the other is Black. Logistically, we are working with Greenville Public Works to make sure that we proceed accordingly with preparation, implementation, and maintenance of the panels and the surrounding areas of the parking deck. The panels on the parking deck have been blank since the parking deck was built many years ago. It was planned that murals would be a part of the opening of the deck, however these white rectangles have loomed empty for years. The committee feels like this is a wonderful collaborative project with the ECU School of Art and Design and celebrates multiculturalism in an uplifting and celebratory way.

SURFACE: Surface is concrete.
High quality exterior grade paints will be used.

IMPLEMENTATION

TIMEFRAME: Fall 2020

**STAKEHOLDERS/
PARTNERS/
SUPPORTERS:**

Pitt County Arts Council at Emerge
ECU School of Art and Design (Beth Blake Faculty Supervisor)
Greenville-Pitt County Convention and Visitor’s Bureau
The Greenville Mural Group
City Department Liaison: City of Greenville Public Works

PROJECT

BUDGET: \$3,000-\$4,000

COST TO CITY: \$0

FUNDED BY: Pitt County Arts Council
Greenville-Pitt County Convention and Visitor’s Bureau

IMPLEMENTATION

PROCESS: Helen Joria Alvir Lewis will be the lead artist with volunteer help from the Pitt County Arts Council, ECU Faculty supervisor Beth Blake, ECU students and artists from the Greenville Mural Group

MAINTENANCE: The murals on the parking deck will be checked for damage and wear and tear by Greenville Public Works staff and mural maintenance expenses will be incurred by the Pitt County Arts Council.

CIVIC ARTS

RECOMMENDS: It is the recommendation of the Civic Arts Committee to approve the implementation of “Bubbles” by Helen Joria Alvir Lewis on the Cotanche side of the Parking Deck.

ATTACHMENT: Final Design for “Bubbles” by Helen Joria Alvir Lewis.



Final Design of "Bubbles" by Helen Joria Alvir Lewis on the Cotanche side of the Greenville Parking Deck



City of Greenville,
North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Public art recommendation for traffic signal boxes

Explanation: The Pitt County Arts Council at Emerge issued a Request for Proposals to design vinyl wraps for three traffic signal boxes located at the following intersections:

1. Evans and Fifth Street
2. Cotanche Street and Fifth Street
3. Cotanche Street and Reade Circle

Fiscal Note: No fiscal impact

Recommendation: Approval of the proposed public art project.

ATTACHMENTS:

- ☐ PCAC Traffic Signal Boxes



PITT COUNTY
ARTS
COUNCIL AT
EMERGE

**CIVIC ARTS COMMITTEE
RECOMMENDATION FOR PUBLIC ART
PLACEMENT ON PUBLIC PROPERTY**

REQUESTED
AGENDA DATE: October 19, 2020

PROJECT: 3 Traffic Signal Boxes

LOCATION: Evans/Fifth Streets
Cotanche/Fifth Streets
Cotanche Street/Reade Circle

TYPE OF ART: Mural

PROJECT TYPE: Commission RFP RFQ Community Donation
 External Proposal

ARTISTS: Dee Dee Brisco
Carlos Romero
Ramiro Davaro-Comas

TITLE: n/a

PROJECT
STATEMENT: None required for this project

SIZE ESTIMATE: These are full vinyl wraps that will wrap the entire traffic signal box.

SELECTION
PROCESS: Request for Proposals released: August 29, 2019
Request for Proposals due to Civic Arts: September 20, 2019
Selection by Arts Panel: October 22, 2019
Approved by Civic Arts Committee: September 2, 2020
Approved by Pitt County Arts Council BOD: September 17, 2020

ARTS PANEL: Tom Barnett, Sim Asher, Sierra Jones, Meredith Hawke-Dzeko
Staff: Holly Garriott, Paula Rountree
City Staff Liaison: Kevin Heifferon (2019) and Lisa Kirby (2020)

ARTS PANEL'S
COMMENTS: The Arts Panel for this project chose these three designs as they felt like abstract designs were the best approach to turn these functional eyesores into a beautifying project. The three designs were specifically chosen for the three locations to show the feel of the each

area. These three designs from the abstract submissions were chosen due to their artistic merit.

SURFACE: The surface is metal. The boxes will be wrapped with vehicle vinyl quality(3M or Avery) with laminate by Fast Signs.

IMPLEMENTATION

TIMEFRAME: Fall 2020

**STAKEHOLDERS/
PARTNERS/
SUPPORTERS:**

Uptown Greenville
Pitt County Arts Council at Emerge
The Greenville Mural Group
Fast Signs
City Liaison: Department of Engineering

PROJECT

BUDGET: \$5,000

COST TO CITY: \$0

FUNDED BY: Uptown Greenville

IMPLEMENTATION

PROCESS: Fast Signs will be hired to print and adhere the vinyl to the boxes.

MAINTENANCE: Uptown Greenville, Greenville Department of Engineering, and the Arts Council will all monitor the condition of the boxes. The vinyl wrapping has been guaranteed for five years unless deliberately damaged. If damaged Uptown Greenville, with the possible help of the Greenville Mural Group and Pitt County Arts Council, will replace the wraps. If natural wear and tear occurs, another call for artwork will take place and new designs will be implemented.

CIVIC ARTS

RECOMMENDS: It is the recommendation of the Civic Arts Committee to approve the implementation of the artistic wrapping of 3 traffic signal boxes on Fifth/Evans Streets, Fifth/Cotanche Streets, and Cotanche Street and Reade Circle.

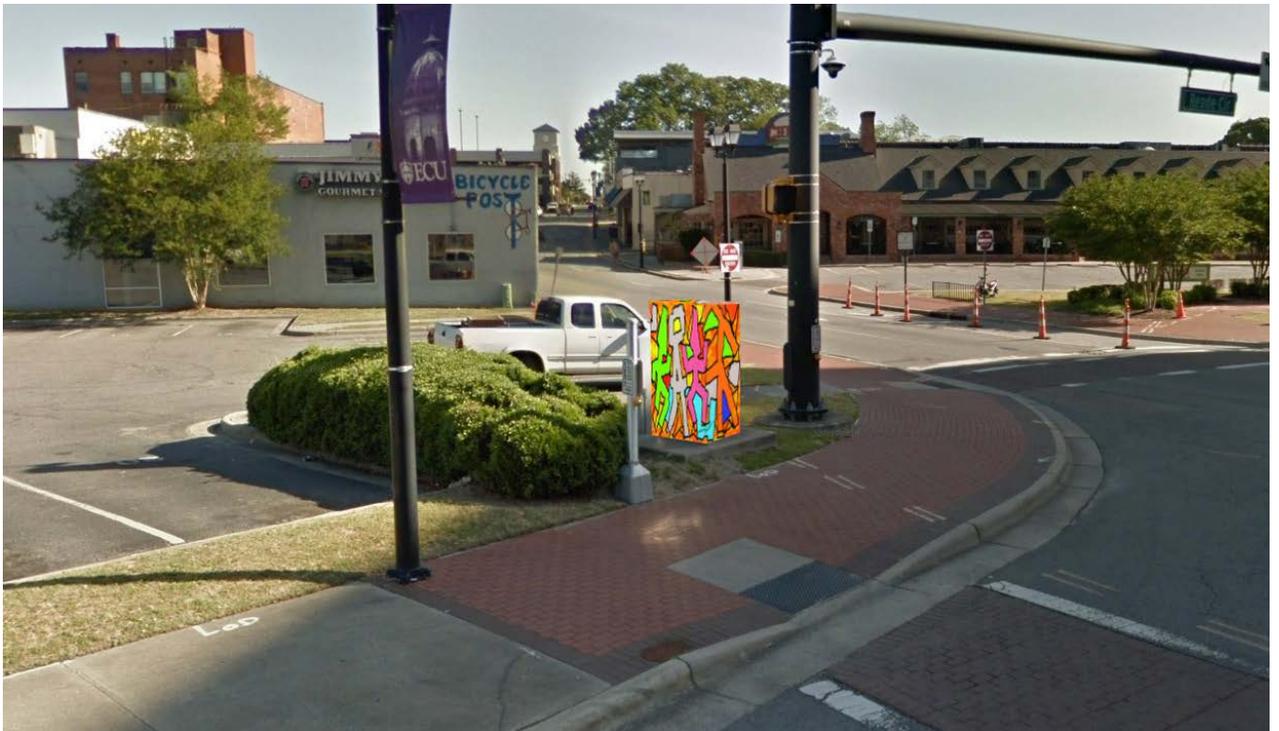
ATTACHMENTS: Design proposals for the 3 Traffic Signal Boxes by:
Dee Dee Brisco,
Ramiro Davaro-Comas
Carlos Romero (Mock up on the box)



Original Design by Dee Dee Brisco Submitted to Civic Arts Committee
For the Traffic Signal Box at Fifth and Evans Streets



Original Design by Ramiro Davaro-Comas Submitted to Civic Arts Committee
For the Traffic Signal Box at Fifth and Cotanche Streets



Original Design by Carlos Romero Submitted to Civic Arts Committee
For the Traffic Signal Box at Cotanche Street and Reade Circle



City of Greenville, North Carolina

Meeting Date: 10/19/2020
Time: 6:00 PM

Title of Item: Public art recommendation for a street mural on 1st Street between Cotanche and Washington Streets

Explanation: An external proposal was submitted to the Civic Arts Committee to paint a mural on 1st Street between Cotanche and Washington Streets. After review of the proposal, the Civic Arts Committee recommends that the City Council approve this project.

Fiscal Note: No fiscal impact

Recommendation: Approval of the proposed public art project.

ATTACHMENTS:

- ❑ PCAC 1st Street



PITT COUNTY
ARTS
COUNCIL AT
EMERGE

**CIVIC ARTS COMMITTEE
RECOMMENDATION FOR PUBLIC ART
PLACEMENT ON PUBLIC PROPERTY**

REQUESTED

AGENDA DATE: October 19, 2020

PROJECT: Black Lives Do Matter Street Mural

LOCATION: First Street between Cotanche and Washington Streets

TYPE OF ART: Street Mural

PROJECT TYPE: Commission RFP RFQ Community

Donation External Proposal

ARTIST(S): Randall Leach, High School Art Teacher, JH Rose H.S., lead artist

Kevon Gainer
Paula Jordan-Mayo
Nataly Monter
Aliyah Bonnette
Karene (Kidd) Graves
Raymond Henderson
Rakia Jackson
Jacinda Atych
Steph Alexander
Asha Taylor
Luis Federico
Maria Young
Jeremy Richardson
Cameron Johnson
Megan Ellison
Marlon Westray
Jasmin Hemby

TITLE: "Black Lives Do Matter"

PROJECT

STATEMENT: This is a collaborative and community based project that has been inspired by variations created throughout the nation in response to the public cries for racial equity. This project's goal is to bring together our community and city by providing a canvas for 18 Black artists. The location is intentional, as it is adjacent to the former Black neighborhood that was razed and relocated in the 1960's by the City of Greenville's Urban Renewal Project.

SIZE ESTIMATE: 2 City Blocks spanning 30' tall and 580' long

SELECTION PROCESS: External proposal submitted to the Civic Arts Committee in August 2020 by Jermaine McNair, Executive Director of NC Civil with lead artists Randall Leach, and Kevon Gainer.
The Civic Arts Committee voted to accept this project and formed a subcommittee to review the artistic merit, community impact, logistic aspects, and feasibility of the project, as well as encourage community involvement.
Approved by the Civic Arts Committee: October 6, 2020
Approved by Pitt County Arts Council Board of Directors: October 6, 2020

SUBCOMMITTEE: Deborah Sheppard, Trista Reis Porter, Bob Hudak, Jermaine McNair
Artists: Randall Leach, Kevon Gainer
Staff: Holly Garriott, Paula Rountree, Sarah Lazure

COMMITTEE'S COMMENTS: As stated by Americans for the Arts: "Cities gain value through public art – cultural, social, and economic value. Public art is a distinguishing part of our public history and our evolving culture. It reflects and reveals our society, adds meaning to our cities and uniqueness to our communities. Public art humanizes the built environment and invigorates public spaces. It provides an intersection between past, present and future, between disciplines, and between ideas." The Civic Arts Committee believes that the "Black Lives Do Matter Street Mural" does just this by providing a space for 18 Black artists to let their voices be heard. The Civic Arts Committee recently realized that the City of Greenville has no public art by Black artists. The Committee sees this as not a political statement being made by the Arts Council or the City. It is allowing a part of our community who has had no representation in public art to be able to express their views to our community. Not everyone has to like or agree with public art. The goal is to create conversation and be a vehicle for communication. This project offers incredible and impactful community engagement and the opportunity for our community to have a dialogue about the past, present, and future. The artistic merit of the design is impressive and the breadth of participation by Black artists, both from experienced and student artists is wonderful. The committee also recognizes that there is a large amount of community support from organizations, community groups and citizens to move this project forward. The subcommittee, with the blessing of the original proposal group, decided to modify the statement "Black Lives Matter" to "Black Lives Do Matter" to make it clear that this was not a political statement supporting the organization Black Lives Matter. Extensive virtual community involvement has occurred including a Facebook Community Conversation on October 1, 2020, various newspaper articles, public design unveiling on the Arts Council's and NC Civil's websites, a survey, various letters of support, and a community wide petition.

SURFACE: The surface is asphalt.
Traffic rated paint from Sherwin Williams will be used.

IMPLEMENTATION

TIMEFRAME: Fall 2020, 3 days

STAKEHOLDERS/

PARTNERS/

SUPPORTERS: Pitt County Arts Council at Emerge
NC Civil
Greenville Human Relations Council
Greenville African American Cultural Trail
ECU School of Art and Design
ECU Ledonia Wright Cultural Center
Greenville Museum of Art
Greenville-Pitt County Convention and Visitor's Bureau
The Greenville Mural Group
Individual Students and Alumni from J.H. Rose High School
Letters of Support (including additional organizations) will be submitted Oct. 19

City Liaison: City of Greenville Engineering Department

PROJECT

BUDGET: \$6,000

COST TO CITY: \$0, In-Kind Services for traffic closure and outlining of the letters

FUNDED BY: NC Civil, Pitt County Arts Council

IMPLEMENTATION

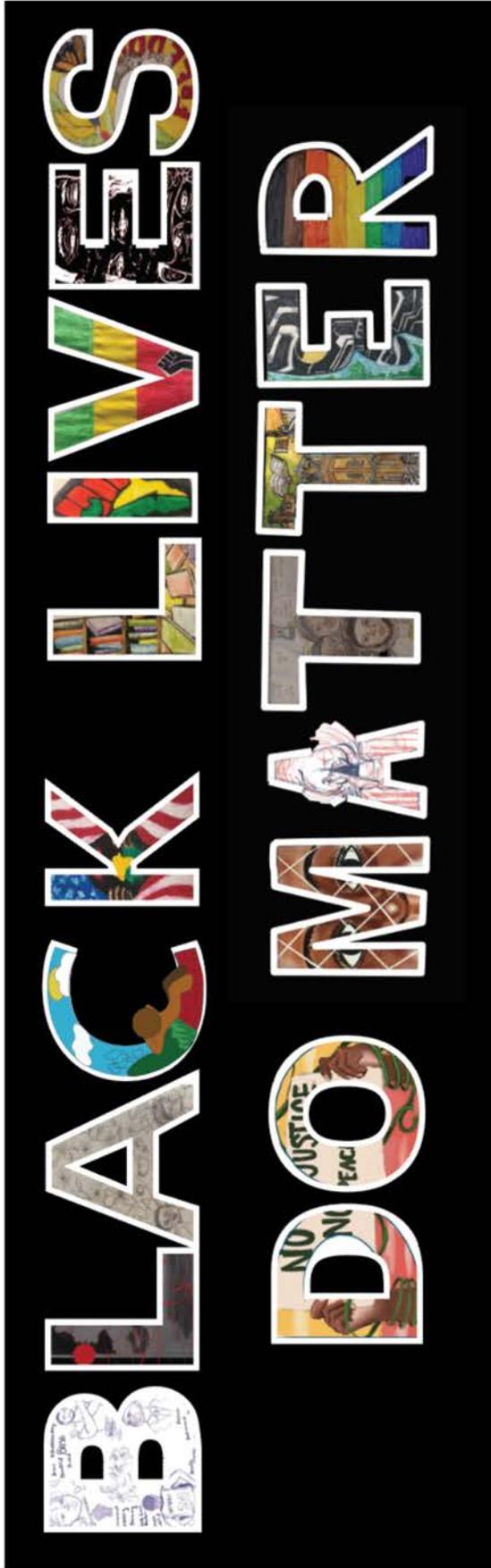
PROCESS: The Greenville Department of Engineering will supervise the traffic closure of First Street and implement the outlining of the letters. This should take one to two days. The 18 artists will then paint the interior of the letters with their planned designs. This will take one day. If the City of Greenville is unable to offer in-kind services, the Pitt County Arts Council will cover the costs and will implement the outlining.

MAINTENANCE: Mural maintenance will be monitored by City of Greenville Department of Engineering and the Pitt County Arts Council. Expenses for any maintenance or repair of the mural will be incurred by the Pitt County Arts Council.

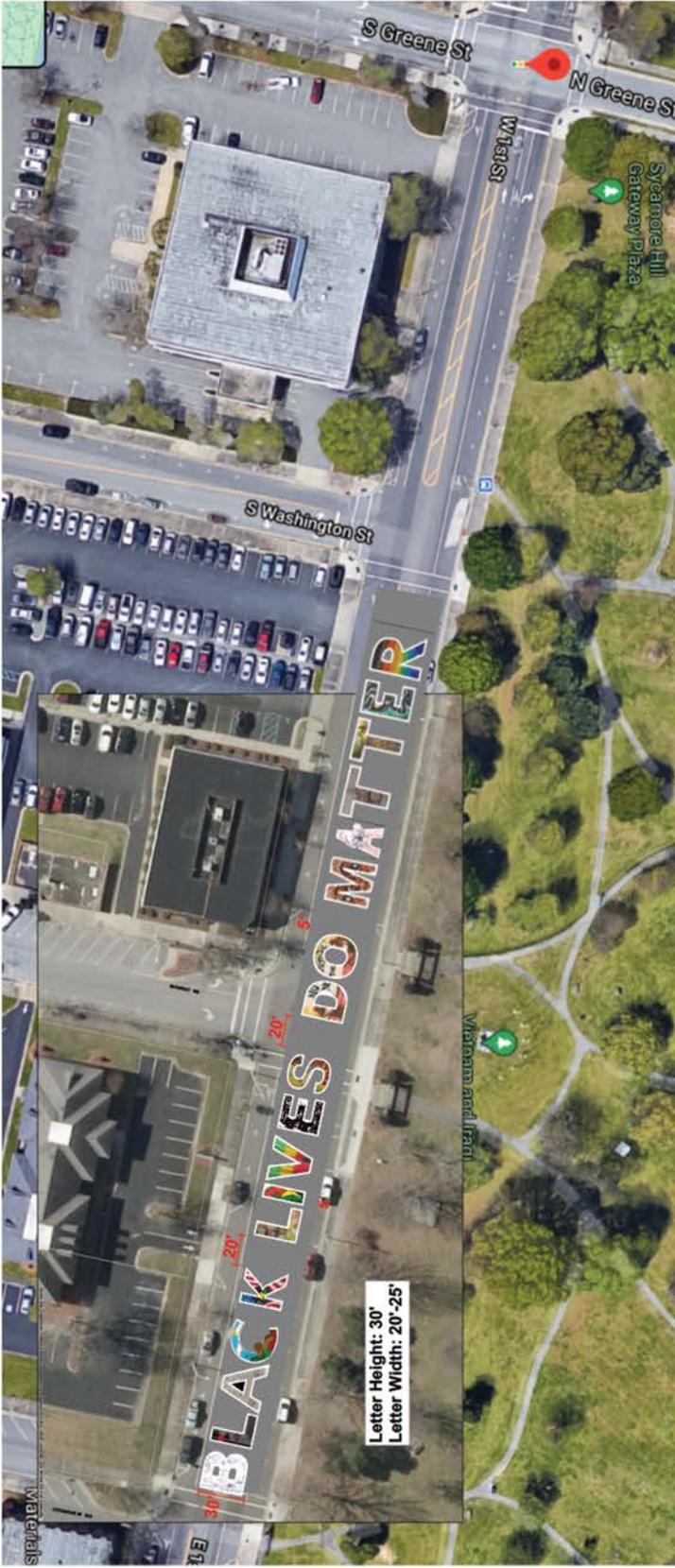
CIVIC ARTS

RECOMMENDS: It is the recommendation of the Civic Arts Committee to approve the implementation of "Black Lives Do Matter Street Mural" by 18 local Black artists on First Street between Cotanche and Washington Streets.

ATTACHMENTS: Final Design: "Black Lives Do Matter Street Mural" by 18 Black artists
Street Layout of "Black Lives Do Matter Street Mural"
Artist List for "Black Lives Do Matter Street Mural"
Letters of Support will be included for October 19.



Draft Design of Black Lives Do Matter 18 Letters Created by 18 Black Artists



Draft Design of Black Lives Do Matter 18 Letters Created by 18 Black Artists
On First Street Between Cotanche and Washington Streets

B – Paula Jordan-Mayo

Paula Jordan-Mayo (not married--born with that last name) was born and raised in the small city of Rocky Mount, North Carolina. Her art career began when she was a toddler. She is hardly seen without a sketchbook nearby or doodling on notebook paper. She graduated with a BFA in Illustration from East Carolina University, and aspires to become a graphic novelist. Paula considers herself to be agile between both digital and traditional mediums, usually starting with traditional means before finishing them digitally. During college, Paula worked as a graphic design assistant at ECU's library and an intern at the county art gallery called Emerge. After college, she was commissioned as one of the featured artists for the 2019 North Carolina Literary Review magazine issue. During the resurgence of Black Lives Matter protests after the death of George Floyd, Paula volunteered her time to paint murals on the boards covering the broken windows of Emerge. The murals include a portrait of Martin Luther King, Jr. and a Black Lives Matter fist surrounded by names of victims of police brutality. Her murals brought the attention to local businesses and newspapers. For example, a local brewery, Pitt Street Brewing Company, sought Paula to be the featured artist of the month of September. Paula plans on getting her masters in Illustration with an emphasis in comics to kickstart her career further. In her free time, Paula works on commissions for clients; she also sketches and writes ideas for her graphic novel she is working on publishing. In conclusion, she's just a pocket-sized girl with locs that just loves making art.

L - Nataly Monter and Kevin Gonzalez

Nataly Monter and Kevin Gonzalez are current students at East Carolina University where they are concentrating in Printmaking. They both also participated in the Black Voices Matter painted mural exhibition at Emerge Gallery & Art Center in the summer of 2020.

A – Aliyah Bonnette

Aliyah Bonnette is a North Carolina based artist. She is a mixed media-based artist with a focus of painting and quilting. She paints people who look like her, Brown and Black people, because they have been erased and silenced in the art world. As a black woman working and creating in predominantly white institutions, her art is her activism. Using art as a platform to speak on black culture, history, and the way society treats African Americans as a whole is a way for her to process my generational trauma and to educate others.

C – Karene “Kidd” Graves

Karena “Kidd” Graves is a sculptor and collage artist from Greensboro, NC. They are currently obtaining an MFA in sculpture at ECU. In their sculpture they work with found and junk materials, exploring composition, form, and color. Their collages are mixed media containing fabric, paint, drawings, canvas, and wood. They have an interest in nature, imaginative landscapes, and playfulness.

K – Raymond Henderson

Raymond Henderson is an artist currently living in Pitt County. Raymond graduated from ECU in 2006 with a BFA in the textiles concentration. His work is inspired by Black American history and delivering a message through his work. He brings in his audience by using colors and images that bring them closer to look at the details in the work.

L – Kevon Gainer

Kevon Gainer is a local Pitt County artist who is the original artist who proposed this idea to the City of Greenville. Kevon is an emerging artist who is passionate about this project.

I – Stephan Alexander

Stephan Alexander is a young artist and owner of Eomway Co. Eomway was first a lifestyle, and is now a company providing services and products that subliminally spreads positivity and awareness.

V – Asha Taylor

Asha Taylor is a 32 year old war veteran from Greenville NC, now part time artist. She found her gift of art 10 years ago while in basic military training and is currently trying to become full time artist. She specializes in pop art.

E – Luis Federico

Luis Federico is a local artist in Pitt County.

S – Maria Young

Maria Young is a college student at ECU majoring in animation. With art she intends to help others by sharing her stories. In her years she has won two different art contests. One for a small shop in Johnston County and another for an N.C. Aviation contest. During her free time Maria enjoys spending time indoors with her cat, creating all kinds of different types of art as well as going outdoors to stay inspired.

D – Rakia Jackson

Rakia Jackson is a painter and illustrator working heavily with gouache and acrylic inks, received her BFA in Graphic Design from ECU. Her paintings are representations and reflections from her life experiences, her dreams, and her focus to live mindfully through the universe and keep peace within herself as well as the elements around her daily. Crystal healing, mindful meditation, and understanding the universe while dropping the ego more each day is what infuses her work.

O – Jacinda Aytch

Jacinda Aytch is a graphic designer and illustrator working on my own series, *StepSisters*, as well as a myriad of personal and exploratory illustrations. Jacinda's style is influenced by anime, manga, American comics and animations, Art Nouveau as well as a myriad of other styles incorporated by modern artists and illustrators. Overarching themes include mysticism, the yin and yang of femininity and masculinity, and anxiety to name a few.

M – Jeremy Richardson

Jeremy Richardson graduated from JH Rose High School in 2011. He loves pastel the most but uses acrylics, airbrush, charcoal, and graphite. His preferred style is realism such as portraits/animals and next would be anime, cartoons and game art. He is the proud co-owner of the first ever tattoo/barbershop in Winterville, NC called Success Art Prolific Barbers. The business just had their 1-year anniversary on September 1, 2020. Richardson wanted to give the interpretation of a kid behind a fence. Seeing life from a different perspective and to show that as a black man there's always an obstacle to overcome, whether you cut through it or climb over it, more is always required for our people.

A – Cameron Johnson

Born and raised in Charlotte, North Carolina, Johnson began to really get involved in art while attending Northwest School of the Arts. Northwest allowed him to completely engulf himself into learning a wide range of mediums and techniques. Johnson then went on to study at East Carolina University, where he received a Bachelors and Masters of Fine Arts in Painting and Drawing. During his time at East Carolina University he created several murals for the Mendenhall Student Center, as well as, taught drawing and design classes. Recently he completed a mural, along with two other artists, for Princeville's Heritage Park, which commemorates the history of Princeville, NC. He also has work on a large display in downtown Charlotte. Currently, Johnson is an Associate Professor at Meredith College and resides in the Raleigh area.

T – Megan Ellison

Megan Ellison is a senior from East Carolina University majoring in fine arts and concentration is printmaking. Her letter for the black lives matter mural is the letter t, which means time; time for change. It's time to stop the violence and time to stop discriminating other people, not just black people.

T – Randall Leach

I am all that I am...a visual artist, teacher, son, cousin, uncle, husband, black man in this world, etc. I started in 2004 teaching Visual Art classes at JH Rose High School in Greenville, NC and I am still here loving it! I was born and raised in Salisbury, NC home of Food Lion and Cheerwine. I graduated from Appalachian State University in 2001 with a Fine Arts Degree in Painting and then I obtained my Masters of Fine Arts Degree in Painting and Drawing from East Carolina University in 2005. I have completed various mural projects, the largest one is the outdoor mural collaboration with two other artists documenting the history of Princeville, NC and is located in Heritage Park in Princeville. I also worked as a mural artist for the Creative Arts in Public and Private Schools (CAPS) organization in Durham, NC. As a CAPS artist, I have completed several mural projects with students at various schools in Durham County. My letter is based on the Sycamore Hill bell tower and connects the old church to the new bell tower recreation installation.

E – Marlon Westray

My inspiration for my letters I wanted to stick more with my style and staying true to myself and not go with the status quo and what I thought everyone would like to see. At the same time, I wanted to create something that was bold in art as well as the statement. Something that would definitely make you stop and admire and also let your mind wonder to the possibilities and inspire not just the world but as black people and what we are capable of we came from kings and queens and we are strong and proud...BLM

R – Jasmin Hemby

BLM Greenville NC is a nonprofit organization whose mission is to eradicate inequality and injustice enacted on the black community. We started as organizers of a protest in lieu of the death of George Floyd and once we saw the huge response from the Greenville community, we knew we had to keep going. We now have several teams within the organization and are still accepting new members, and we have collaborated with other activist groups in the area and hope to continue to enact racial justice and equality within our community. What inspired our design was the lack of support black LGBTQ+ members receive. The idea of BLM doesn't just stop at the skin color, but it also includes gender, sexuality, religion, and many more factors that are important to us. These factors are what makes us all different as black people. Because of this, we should embrace each factor and uplift one another as black people no matter what.