



## **Agenda**

### **Greenville City Council**

**February 8, 2021**

**6:00 PM**

**This meeting will be virtual and conducted via Zoom. See the City's website ([www.greenvillenc.gov](http://www.greenvillenc.gov)) for details.**

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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.

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- 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. Consent Agenda**

1. Approval of Minutes
2. Municipal Agreement with the North Carolina Department of Transportation for the BUILD Project
3. Resolution declaring certain Police equipment as surplus and authorizing its disposition to Pitt Community College Law Enforcement Training
4. Contract award to Kimley-Horn and Associates for the design of bridges, boardwalks, and an observation tower at Wildwood Park
5. Various tax refunds greater than \$100

**VIII. New Business**

6. Annual Board & Commission Presentations
7. Resolution authorizing condemnation to acquire certain property for the development of Wildwood Park
8. Budget Ordinance Amendment #6 to the 2020-2021 City of Greenville Budget (Ordinance #20-025) and the Capital Projects Funds (Ordinance #17-024)

**IX. Review of February 11, 2021 City Council Agenda**

**X. City Manager's Report**

**XI. Comments from Mayor and City Council**

**XII. Adjournment**



City of Greenville,  
North Carolina

Meeting Date: 02/08/2021

**Title of Item:** Approval of Minutes

**Explanation:** Proposed minutes are submitted for review and approval:

- March 12, 2020
- March 23, 2020
- May 11, 2020
- December 14, 2020
- January 11, 2021
- January 14, 2021

**Fiscal Note:** No direct fiscal impact.

**Recommendation:** Review and approve the proposed minutes.

ATTACHMENTS

- 📄 [Proposed March 12 2020 Minutes.pdf](#)
- 📄 [Proposed March 23 2020 Minutes.pdf](#)
- 📄 [Proposed May 11 2020 Minutes.pdf](#)
- 📄 [Proposed December 14 2020 Minutes.pdf](#)
- 📄 [Proposed January 11 2021 Minutes.pdf](#)
- 📄 [Proposed January 14 2021 Minutes.pdf](#)

PROPOSED MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, MARCH 12, 2020



A meeting of the Greenville City Council was held on Thursday, March 12, 2020, at 6:00 p.m. in the Council Chambers, located on the third floor of City Hall, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m.

Those Present:

Mayor P.J. Connelly, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Mayor Pro-Tem Rose Glover

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Assistant City Manager Michael Cowin

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**APPROVAL OF THE AGENDA**

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Council Member Smiley made a motion to continue Item #11. Ordinance requested by Bobby W. Joyner to rezone 7.426 acres located on the south side of East Fire Tower Road east of Kittrell Road from RA20 (Residential Agricultural) to OR (Office-Residential [High Density Multi-Family]) to a City Council meeting in September. The motion was seconded by Council Member Daniels and it was unanimously carried.

City Manager Wall stated that Dr. John Silvernail, Pitt County Director of Public Health, would be present and available to provide information on COVID-19 to the City Council. Council Member Smiley made a motion to add a presentation by Dr. Silvernail to the agenda. Council Member Bell seconded the motion and it was carried unanimously.

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

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**PUBLIC COMMENT PERIOD**

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Mayor Connelly opened the public comment period at 6:10 pm, explaining the public comment procedures.

Mr. Steven Hardy Braz invited the Mayor and City Council to participate in the Cycle Ride of Silence in May.

There being no additional speakers, Mayor Connelly closed the Public Comment Period at 6:14 p.m.

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**SPECIAL RECOGNITIONS**  
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Ms. Cheryl Tafoya was recognized by the Mayor and City Manager for her retirement after 30 years of service. They were joined by Public Works Director Kevin Mulligan and Sanitation Superintendent Delbert Bryant.

Mr. Bryant Beddard was recognized by the Mayor and City Manager for his graduation from the National Fire Academy’s Executive Fire Officer Program. They were joined by Fire/Rescue Chief Eric Griffin.

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**APPOINTMENTS**  
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Public Transportation & Parking Commission

Council Member Daniels made a motion to appoint Mr. Bob Edwards to fill an unexpired term that will expire January 2022 in replacement of Bianca Shoneman. Council Member Bell seconded the motion and it was carried unanimously.

All additional appointments were continued to the next meeting.

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**CONSENT AGENDA**  
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City Manager Wall presented the following items for the City Council’s consent:

- 4. Resolution accepting dedication of rights-of-way and easements for Langston West Phase 11 Section 1; Bent Creek Subdivision Phase 2 Lots 70-78; and Bent Creek Subdivision Phase 4 Lots 58, 60, 65 and 66



- 5. Approval of application for a North Carolina Parks and Recreation Trust Fund (PARTF) grant in support of the development of an “Adventure Park”
- 7. Town Creek Culvert Change Order – 8<sup>th</sup> Street Outfall
- 8. Grant of utilities easement for historic Jones-Lee House
- 9. Grant of Amendment to Easement to Piedmont Natural Gas Company, Inc. for a Flare Site on Greenville Utilities Commission’s Wastewater Treatment Plant Property
- 9. Grant of Easement to Restoration Systems, LLC for the Greenville Utilities Commission Nutrient Bank

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

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**NEW BUSINESS**

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**10. PUBLIC HEARING ON ORDINANCE TO ANNEX THE GREENVILLE UTILITIES COMMISSION WESTSIDE REGIONAL STATION INVOLVING 0.9796 ACRES LOCATED 1,800 +/- FEET NORTH OF WEST 5<sup>TH</sup> STREET WEST OF PALADIN PLACE DUPLEXES – APPROVED (ORDINANCE 20-015)**

Chief Planner Chantae Gooby stated that the City received a voluntary annexation petition to annex the Greenville Utilities Commission Westside Regional Pump Station involving 0.9796 acres located approximately 1,800 feet north of West 5<sup>th</sup> Street and 75 feet west of Paladin Place Duplexes. The area is located in voting district 1, Greenville Fire District Station 1, and zoned MRS (Medical-Residential-Single Family). The area is tax exempt.

Mayor Connelly opened the public hearing at 6:20 p.m. and invited speakers in favor to come forward. Seeing none, he called for those in opposition to come forward. Seeing none, Mayor Connelly closed the public hearing at 6:22 p.m. and opened the item up for board discussion.

Council Member Bell made a motion to approve the request. Council Member Meyerhoeffer seconded the motion and it was carried unanimously.

**11. ORDINANCE REQUESTED BY BOBBY W. JOYNER TO REZONE 7.426 ACRES LOCATED ON THE SOUTH SIDE OF EAST FIRE TOWER ROAD EAST OF**



**KITTRELL ROAD FROM RA20 (RESIDENTIAL –AGRICULTURAL) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY])– CONTINUED TO APRIL 9, 2020**

**12. PUBLIC HEARING ON ORDINANCE BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND THE CITY CODE BY ALTERING REGULATIONS RELATED TO FLAG SIZE AND PERMITTED LOCATIONS– APPROVED (ORDINANCE 20-016)**

Planner Bradleigh Sceviour stated that the proposed flag regulations would allow banner flags and wall flags that would be similar to local signs. The proposed maximum size for commercial use would go up to 216 sq. ft. from the current 100 sq. ft. The amendment would also include the creation of a Highway Sign Overlay District that would allow flags up to a maximum of 1000 sq. ft. in areas near the interstate and future interstate highways. He stated that under the proposed changes, flag poles that are over 70 ft. would be required to go back an additional foot in setback for each foot by which the pole exceeds 70 ft. He noted that the proposed changes do not address the contents of the flags.

Mayor Connelly opened the public hearing at 6:31 p.m. and invited speakers in favor to come forward. Seeing none, he called for those in opposition to come forward. Seeing none, Mayor Connelly closed the public hearing at 6:33 p.m. and opened the item up for board discussion.

Council Member Bell made a motion to approve the request. Council Member Daniels seconded the motion and it carried unanimously.

**13. ORDINANCE TO DESIGNATE THE FRANK WILSON STORE, LOCATED AT 401 EVANS STREET EAST FOURTH STREET AND FURTHER IDENTIFIED AS PITT COUNTY TAX PARCEL NUMBERS 38900 AND 85107, AS A LOCAL LANDMARK – APPROVED**

Chief Planner Gooby provided a brief history of the building, stating that it was built in 1899 as the King Clothier Store. She stated that the Historic Preservation Commission (HPC) had voted 5-1 in favor of the designation, with a tax deferral on 50% of the property, but any changes and modifications would need to be approved by the HPC and the property owners would have to keep the building as it is now to maintain designation.

Council Member Smiley stated that the State Historic Preservation Office has deemed the structure to be architecturally significant before the alternations. He expressed concern that the façade improvement grant program may be allowing grantees to make changes that take away from the historic value of the structures.



Planning staff noted that SHPO’s comments are strictly advisory. They further noted that feedback from SHPO is often received after the completion of the projects.

City Manager Wall stated that she has asked Planning & Development Director Thomas Barnett to look at façade improvement grant programs in other communities and to examine the City’s program to make sure that we have all the appropriate information needed going forward.

With no further questions from the City Council for staff, Mayor Connelly opened the Public Hearing at 6:45 p.m., calling for those in favor to come forward to speak.

Tony Khoury

Mr. Khoury stated that he is one of the applicants for the property. He stated that the building had been in a state of disrepair and he and the owners had learned that there were incentives to improve. He stated that a significant investment had gone into improving the building and speculated that SHPO might not have approved of the roof-top terrace. Mr. Khoury requested that the City Council grant the designation and continue to encourage others to invest in the Center City of Greenville.

With no additional speakers in favor of the item, Mayor Connelly called on those in opposition to come forward to speak. Seeing none, he closed the public hearing for this item at 6:52 p.m.

Council Member Bell made a motion to approve the request. Council Member Daniels seconded the motion and it was carried unanimously.

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**OTHER ITEMS OF BUSINESS**

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**14. PRESENTATION ON CENSUS 2020 ACTIVITIES – HEARD**

Planner Margo Castro stated that the City is close to reaching 100,000 on the US Census, which is significant because it can mean federal funding up to \$1623 per person and \$205 per person locally. She stated that notices would be posted online and through texts beginning March 9<sup>th</sup> with April 1<sup>st</sup> set as Census Day. She noted that East Carolina University (ECU) students should count their residence in Greenville even if they are sent home. She stated that door-to-door canvassing would begin in May and run through July. Planner Castro stated that the City will be conducting a lot of outreach with community partners such as the NAACP, AMEXCAN, the United Way of Pitt County, and local veterans groups to reach a participation goal of 82% this year.

Planner Castro stated that residents can submit their responses either online, by paper, or through Census canvassers, who will be making door-to-door visits.



City Manager Wall noted that ECU students are considered residents because they would have been residing in Greenville on April 1, if not for the current pandemic. She stated that the City has been working closely with East Carolina University to get the word out to their students.

#### **15. CORONAVIRUS UPDATE GIVEN BY DR. SILVERNAIL, PITT COUNTY HEALTH DIRECTOR (ADDED) – HEARD**

Dr. John Silvernail, Pitt County Health Director, provided an update on the coronavirus to the Mayor and City Council. He stated that it is a novel viral infection that was first identified in Wuhan, China. He stated that coronavirus is a human and animal disease and this strain is a newly developed virus where humans have little to no immunity. He stated that he believes that higher rates of sick patients will be seen initially, but as time goes on, he anticipates those rates dropping, putting the real fatality rate at .3%. He listed challenges, including little to no experience treating the virus, limited treatment options, misinformation, and mistrust of the government. He stated that there are currently 127,863 cases in the United States, 15 cases in North Carolina, and 0 cases in Pitt County. He listed fatalities at 417 deaths globally and 0 deaths in North Carolina.

Council Member Litchfield asked Dr. Silvernail to elaborate on the death rate percentages.

Dr. Silvernail stated that the Center for Disease Control puts the rate at .9%, but the rate is calculated by dividing deaths over cases and all the cases have not been counted yet. He stated that he feels the true rate is closer to .3%.

Council Member Bell asked how many test kits are available in Pitt County.

Dr. Silvernail stated that there are test kits at the hospital and to his knowledge, there are not any supply issues with those.

Council Member Bell asked how many tests had been completed in Pitt County.

Dr. Silvernail stated that he did not have those exact figures, but as of the present time, it is a relatively small number, at half a dozen. He stated that tests have been conducted following State guidance on who should be tested. He stated that the guidance had been stricter prior to LabCorps going online, but tests were now available for any physician or licensed health care provider who has clinical suspicion of the disease. He stated that the average turn-around time on the LabCorps tests is approximately four days and the turn-around time for the rapid tests at the hospital is about 24 hours.

Dr. Silvernail stated that he had the 2019 – 2020 influenza figures to provide some perspective. He stated that there are currently 34 million cases of influenza, with 310,000 hospitalizations, and 18,000 deaths. He further noted that the official end of the current season will be March 31, 2020.



Dr. Silvernail stated that most individuals infected with this virus will experience mild symptoms. He stated that there are four things that we can do to protect ourselves: hygiene, isolation, quarantine, and social distance.

Council Member Smiley asked if there is any guidance on community meetings.

Dr. Silvernail stated that the Governor's guidance suggests that meetings with 100 people or more should be postponed or delivered in some other fashion. He noted that State guidance would take effect tomorrow, Tuesday, March 24<sup>th</sup>. He stated that there are no recommendations on school closures at this point, but will likely come tomorrow. He addressed outdoor events, stating that it would depend on the number of participants and the size of the venue. He stated that ambient air can help reduce transmission of the virus. He stated that he has not seen the written guidance yet, but advised that there has to be some degree of individual guidance where individuals use their best judgement for their individual circumstances.

Dr. Silvernail shared efforts by the Pitt County Health Department to provide information and guidance to the community:

- Pressed the importance of asking for travel history on doctors and healthcare professionals
- Released statements to the media
- Held discussions with Pitt County Department heads and Pitt County Commissioners
- Had conversations with Pitt County EMS and some with Greenville F/R Chief about alternatives to treat and transport
- Provided guidance to community partners such as ECU, ECU Student Health, the Pitt-Greenville Airport, and the Community Crossroads on various COVID-related issues
- Provided information on the County's website that is updated on a daily basis

City Manager Wall stated that there is a link to the County's Public Health updates on the City's website.

Council Member Meyerhoeffer asked if the virus will dissipate as the weather changes.

Dr. Silvernail stated that there are some that hope that the warmer weather will help improve conditions since the southern hemisphere of the globe is not seeing as much activity, but he stated that could be attributed to other factors and there is nothing definitive that would indicate that warmer weather will have any effect on the virus.

Council Member Bell asked if there is a figure that Pitt County would have to reach to be considered in a state of distress.



PROPOSED MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, MARCH 23, 2020



A meeting of the Greenville City Council was held on Monday, March 23, 2020, at 6:00 p.m. in the Council Chambers, located on the third floor of City Hall, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m.

After the meeting was called to order, Council Member Meyerhoeffer made the following motion to amend the City Council's policies and procedures to allow members of the City Council to participate in the meeting by electronic means: "Based on COVID19 and further the goal of preventing the spread of COVID19, I move that the following additional rules apply for today's Council meeting, and such rules will remain in effect at Council meetings until terminated by Council. First, any member be allowed to participate and vote by teleconference or other electronic means. Next, a member of the public may comment during the public comment period by telephone call to the Council Chambers. And finally, the maximum numbers of persons allowed in Council Chambers during the meeting is fifty persons, and that number includes Council and staff." The motion was seconded by Council Member Daniels and was carried unanimously.

The invocation was led by Mayor Connelly and followed by the Pledge of Allegiance.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover (participating electronically), Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley (participating electronically), Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

None.

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Assistant City Manager Michael Cowin

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**APPROVAL OF THE AGENDA**

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City Manager Wall requested that the City Council add a presentation by Mr. Brian Floyd, President of Vidant Medical Center and Chief Operating Officer of Vidant Health System, to the agenda after the Public Comment Period.





City Attorney McGirt requested that the City Council add a proposed ordinance clarifying the Mayor’s authority to issue emergency proclamations to the agenda for discussion and potential action under New Business.

Council Member Bell made a motion to approve the agenda as amended. Council Member Daniels seconded the motion and it was unanimously carried.

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**PUBLIC COMMENT PERIOD**

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Mayor Connelly opened the public comment period at 6:05 pm, explaining the public comment procedures.

There being no speakers, Mayor Connelly closed the Public Comment Period at 6:07 p.m.

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**VIDANT PRESENTATION**

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Mr. Brian Floyd, President of Vidant Medical Center and Chief Operating Officer of Vidant Health System, stated that Vidant realizes the safety and economic concerns of the impacts of COVID19. He stated that all the data that has been seen indicates that we will be impacted and Vidant has started taking measures in anticipation to protect the public and their staff. He stated that extra resources have been allocated towards preparation, people have been sent home, and certain procedures and elective surgeries have been halted. Mr. Floyd stated that Vidant is the 21<sup>st</sup> largest hospital in the United States and has 1,000 beds to serve several counties, but it is full on most days due to regional needs such as treating chronic needs and caring for the older population, which he noted are higher risk groups.

Mr. Floyd stated that COVID19 spreads more than the flu at a rate that doubles every two days. He stated that this creates an issue where the cases are compounded all at once rather than spaced out at more manageable, linear rate. He stated that Raleigh markets are building capacity and becoming overwhelmed. He attributed some of the death rate in Italy to their lack of resources and noted that the United States already has a sharper curve than Italy, Spain, and Germany, countries that are further along in the pandemic wave. Mr. Floyd provided the example of Philadelphia and St. Louis during the Spanish Flu pandemic. He stated that St. Louis sheltered in place before it hit and Philadelphia did not, allowing St. Louis to preserve more lives and recover economically in a timelier manner than Philadelphia.



Mr. Floyd stated that there are currently 300 cases in North Carolina, with some cases reported in Vidant's market, and the rate and curve is steep. He stated that if action is delayed when a wave occurs, we will not be able to handle and address the number of cases. He stated that the State system is overwhelmed with days-worth of testing backlog. He stated that Vidant already has 600 patients without COVID19, with 86 of those patients on ventilators. He provided calculations to the City Council that projects how many patients would be hospitalized, how many would require ventilators, and how many would pass due to lack of resources if we are not able to flatten the curve. He stated that there is not a model that does not display a significant need.

Mr. Floyd stated that he often hears that Greenville does not have the density to raise concerns, but asked the City Council to consider that 1 out of 6 residents are employed by Vidant and if they get sick then that impacts the healthcare workforce that is needed to take care of this region. He asked that the City Council take the necessary steps to protect the public and he shared that Dr. Waldrum, Chief Executive Officer of Vidant Health, is currently before the Pitt County Board of Commissioners presenting this same data.

Council Member Meyerhoeffer stated that Vidant hospitals service 29 counties. He asked if the most serious cases are brought to Greenville.

Mr. Floyd stated that Vidant manages resources centrally and plans to keep patients close to home if possible.

Council Member Smiley asked about Vidant's current supply of personal protection equipment (PPE's).

Mr. Floyd stated that the hospital goes through an average amount of 12,000/week and have built capacity for a pandemic, but not for a worldwide pandemic. He stated that there is a shortage and they are examining potential conservation techniques to see if there are ways to reuse PPE's.

Council Member Daniels asked what is being done for low-income and uninsured patients.

Mr. Floyd stated that Vidant does not distinguish care or limit access on the ability to pay. He stated that services are universally accessible.

Council Member Daniels asked how the hospital plans to handle the families of those that test positive.

Mr. Floyd stated that there is an algorithm to figure out who is at risk.

Council Member Bell asked if Mr. Floyd thinks that the Governor's order goes far enough and what course of action he recommends.



Mr. Floyd stated that it does not. He stated that urban and rural areas are different on how fast the uptake takes, with rural areas tending to feel the impact more. He stated that eastern North Carolina has a lot of need. He recommended sheltering at home for as much as possible except for the use of essential services.

Council Member Daniels asked how long will a shelter in place order would need to be maintained once numbers start to go down.

Mr. Floyd stated that it is early to say, but looking at other countries, it is evident that it takes time.

Council Member Litchfield stated that it is important to understand the economic impact on those that live paycheck to paycheck.

Mr. Floyd stated the risk of infected individuals moving undetected throughout the community. He stated that the decision will need to be made about whether to slow down early or hold off and experience a wave of infected people down the road that will take productivity away from employers. He stated that the decision will not be *if* a shelter in place order will be required, but rather *when* it would be required.

Council Member Litchfield requested that he also share this information with the State.

Mr. Floyd stated that all the healthcare systems in the State agree that this is not enough and that a stronger response is needed.

Mayor Connelly asked how Greenville will be impacted if enacts a shelter in place but neighboring communities do not do the same.

Mr. Floyd stated that it does make a difference and it would be more effective to take statewide measures. He stated that it is about reducing the potential, delaying the onset, and slowing down to avoid the curve.

Mayor Connelly asked if there are cities outside of the United States that have used incubation cycles and have seen a significant drop in their curve that we can model ourselves after. He stated that 14 days is significant for citizens and it will be hard to tell them that it will be longer.

Mr. Floyd stated that if the virus is incubating, it is hard to tell where it is and who the last person that contracted it was. He stated that he feels that sheltering in place is the best way to stop the contamination and is our only option.

Council Member Bell made a motion to direct staff to develop a shelter in place order with Mayor Connelly. The motion was seconded by Council Member Daniels.



City Manager Wall stated that there is an item further along on the agenda that will provide the Mayor with authority in states of emergency. She clarified that the item created by Attorney McGirt will not automatically provide a shelter in place, but it will give the Mayor the authority to enact those measures.

Council Member Bell withdrew his motion.

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**CONSENT AGENDA**

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

1. Reclassification request in the Recreation and Parks Department
2. Acceptance of the Elderly and Disabled Transportation Assistance Program (EDTAP) funding from Pitt County
3. Contract with Cherry Bekaert, LLP for auditing services for Fiscal Year 2019-2020
4. Contract for professional services for a Mowing/Landscape Maintenance Contract for various locations as listed (PWD Contract #9)
5. Contract award for professional services for Landscape and Turf Maintenance Contract for 10<sup>th</sup> Street Corridor and Highway 11 (PWD Contract #10)
6. Approval to purchase five new stormwater vehicles/equipment for the Engineering Department and one replacement vehicle for the Public Works Department
7. Various tax refunds greater than \$100

Council Member Meyerhoeffer made a motion to approve the consent agenda. Council Member Bell seconded the motion and it carried unanimously.

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**NEW BUSINESS**

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**CLARIFICATION OF THE MAYOR’S AUTHORITY TO ISSUE EMERGENCY PROCLAMATIONS (Added) – Approved**



Attorney McGirt stated that the proposed ordinance would allow the Mayor the authority to limit movements of the public to maintain order and protect lives and property. He stated that City staff requests that the Mayor be granted the ability to impose all restrictions and prohibitions that are laid out by State law. The ordinance would have an expiration date of December 31, 2020.

Council Member Daniels asked if orders would impact citizens that travel outside of Greenville to work.

Council Member Meyerhoeffer noted that exceptions could be made if orders are created.

Mayor Connelly stated that the authority would apply solely to this situation. He stated that conditions are fluid and he thinks that it is important that he reach out to each member of the Council to make sure that everyone is okay with whatever measures are proposed

Council Member Bell made a motion to approve. Council Member Litchfield seconded the motion and it was unanimously approved.

**BUDGET ORDINANCE AMENDMENT #9 TO THE 2019-2020 CITY OF GREENVILLE BUDGET (ORDINANCE #19-031), THE CAPITAL PROJECTS FUND (ORDINANCE #17-024), THE FEMA-HURRICANE PROJECT FUND (ORDINANCE #17-002), AND THE NEWLY ESTABLISHED ENGINEERING CAPITAL PROJECTS FUND –  
Approved**

Assistant City Manager Cowin stated that proposed budget ordinance amendment #9 includes adjustments to the following bulleted funds and provided descriptions and a summary of funds:

- General Fund
- Facilities Improvement Fund
- Public Works Capital Projects Fund
- Fire/Rescue Capital Projects Fund
- IT Capital Projects Fund
- Engineering Capital Projects Fund



**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #9**

Description	Impacted	Amount
To establish the Engineering Capital Projects Fund for the BUILD Grant Project	Engineering Capital Projects	\$ 24,000,000
To Recognize Insurance Payments Received as Coverage from the Ransomware Attack.	IT Capital Projects	\$ 210,578
To Transfer Funds From the Police and Public Works Capital Projects Funds to the IT Capital Projects Fund for Hardware and Infrastructure Upgrades.	PD Capital Projects IT Capital Projects	\$ 363,142
To Recognize the Transaction Related to the Swap of Property on Bayswater Drive for the Fire Station #7 Project.	F/R Capital Projects	\$ 480,000

**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #9**

Description	Impacted	Amount
To recognize the Transfer Made from Capital Reserve on Budget Amendment #8 for the Convention Center Capital Improvements.	Facilities Improvement	\$ 75,487
To Recognize Grant Funding Received for the Transit ROAP program.	Transit	\$ 20,000
To Transfer Funds from Rec & Parks Capital Projects Fund to General Fund for the Little League Softball World Series (LLSWS).	General Fund RP Capital Projects	\$ 9,000
To Transfer Funds From FEMA-Hurricane Project Fund to the Public Works Capital Projects Fund	FEMA Fund PW Capital Projects	\$ 15,000



**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #9 SUMMARY**

**City of Greenville Operating Fund Budget per Amendment #9:**

Fund	Budget	%
General	\$ 87,933,726	60.7%
Debt Service	5,559,881	3.8%
Public Transportation (Transit)	3,343,172	2.3%
Fleet Maintenance	4,635,802	3.2%
Sanitation	8,031,481	5.5%
Stormwater	9,820,127	6.8%
Housing	1,733,500	1.2%
Health Insurance	14,003,384	9.7%
Vehicle Replacement	4,759,009	3.3%
Facilities Improvement	4,057,862	2.8%
Capital Reserve	947,369	0.7%
<b>Total</b>	<b>\$ 144,825,313</b>	<b>100%</b>

Council Member Bell made a motion to approve the budget amendment. Council Member Litchfield seconded the motion and it carried unanimously.

**DIRECTION TO HAVE CITY STAFF WORK WITH THE MAYOR TO DRAFT A STAY IN PLACE ORDER (ADDED) - Approved**

Council Member Bell renewed his motion to direct staff and the Mayor to develop a Shelter in Place order and bring it back to the City Council if necessary. Council Member Smiley seconded his motion and stated that he feels that this motion is important because it shows that the City Council supports the actions that will be taken by the Mayor. The motion carried unanimously.

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**CITY MANAGER’S REPORT**

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City Manager Wall stated that she did not have a report for the City Council.

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**COMMENTS FROM MAYOR AND CITY COUNCIL**

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The Mayor and City Council thanked Mr. Floyd for coming out to speak on behalf of Vidant Hospitals. They asked that citizens limit interactions and take necessary precautions during this time.



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**ADJOURNMENT**

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Council Member Bell moved to adjourn the meeting. The motion was seconded by Council Member Daniels. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 7:30 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk



PROPOSED MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, MAY 11, 2020



A meeting of the Greenville City Council was held on Monday, May 11, 2020, electronically via Zoom, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:10 p.m. and called on Mayor Pro-Tem Glover to provide the invocation.

Those Present:

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

Those Absent:

None.

Also Present:

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

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**APPROVAL OF THE AGENDA**

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Mayor Connelly requested that the City Council add a resolution to call for a regional approach to reopening the State for consideration. Council Member Smiley made a motion to add the resolution to the agenda. Council Member Bell seconded the motion and it carried unanimously.

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**PUBLIC COMMENT PERIOD**

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Mayor Connelly opened the public comment period at 6:15 pm, explaining the public comment procedures. There being no speakers present and no emailed public comments, Mayor Connelly closed the Public Comment Period at 6:16 p.m.

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**CONSENT AGENDA**

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



1. Minutes from the April 9, 2020, City Council Meeting
2. Approval of the General Records Schedule for Local Government Agencies
3. Resolution Designating the City's Agents for FEMA Funds for COVID-19
4. Resolution Accepting Dedication of Rights-of-Way and Easements for Greenbriar Place – Section 1, Phase 2 & Revision of Lots 34, 35 & 37 Bedford West, Phase 1; Colony Woods South; Sagewood, Phase 2 & 3; Davenport Farms at Emerald Park Phase 3 Section 2 – Cluster; and Davenport Farms at Emerald Park Phase 3, Section 1 & Lot 297 Revised
5. Renewal of Municipal Agreements with the North Carolina Department of Transportation for Traffic Signal Maintenance
6. Approval to purchase replacements for the Munis, Sharepoint, and other end-of-life servers in order to facilitate software upgrades for new versions of software
7. Approval to purchase replacements for the EMC VNX 5400 Storage Area Networks (Server Data Storage) located at City Hall and the Emergency Operations Center for the City's Infrastructure
8. Various tax refunds greater than \$100

Council Member Meyerhoeffler made a motion to approve the consent agenda. Council Member Bell seconded the motion and it carried unanimously.

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**PRESENTATION OF THE CITY'S PROPOSED  
FISCAL YEAR 2020-2021 OPERATING BUDGET**

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**9. PRESENTATIONS OF THE CITY'S PROPOSED FISCAL YEAR 2020-2021 OPERATING BUDGET - HEARD**

City Manager Wall stated that the proposed FY 2020-2021 budget is a total of \$129 million and represents expenditures and revenues in ten funds:

- General Fund - \$82,151,742
- Debt Service - \$5,943,531
- Transit - \$3,230,676
- Fleet Management – \$4,923,234



- Sanitation - \$7,863,853
- Stormwater - \$7,559,820
- Housing - \$1,852,166
- Health Insurance - \$13,757,908
- Vehicle Replacement - \$2,051,643
- Facilities Improvement - \$250,000

She stated that the proposed budget was balanced with a \$.51 tax rate, a decrease from the current rate, and is tied to Council goals. She stated that 85% of the budget supports core public service areas: Police, Fire/Rescue, Recreation & Parks, Planning & Development, economic development, capital related debt service, capital & facility improvements, and street improvements. The proposed budget includes an overall 12.2% increase in the City of Greenville's property tax base, with 2% attributed to normal growth and 10.2% resulting from the Pitt County property reevaluation. Adjustments were made to offset projected reductions in revenue due to COVID19 with at least 75% from recurring operating expense appropriations.

Assistant City Manager Cowin noted that significant reductions in general revenue had been built into the budget due to the impact of COVID-19 and corresponding adjustments had been made in operating expenses. He stated that the property tax revenue from the recent Pitt County property tax reevaluation had not been factored into the balancing the budget. He stated that property tax revenue had been used to provide new funding or expand funding for Council identified priorities, or provide budget contingency. He stated that recent years had seen an appreciation of the tax base along with consistent growth thanks to efficient and smart growth expansion. He stated that 2020 had been on the same track until COVID19 and the City will not fully realize the impact until the next fiscal year. He stated that different measures will be explored to offset the shortfall while maintaining core public service functions.

## **10. ORDINANCE APPROVING 2019-2020 CAPITAL RESERVE FUND DESIGNATION – APPROVED**

Financial Services Director Byron Hayes provided the details of the proposed Capital Reserve Fund designations to the City Council:

- Dickinson Avenue Streetscape - \$1,187,273
- DOT Project Firetower (14<sup>th</sup> Street – NC33) - \$93,869
- BUILD Grant - \$2,016,882
- Industrial Site Development – \$1,000,000
- Total - \$4,298,024



He stated that staff’s recommendation is to approve the 2019-2020 Capital Reserve Fund designations and adopt the Capital Reserve Fund Ordinance.

Council Member Smiley made a motion to adopt the ordinance. Council Member Bell seconded the motion and it carried unanimously.

**11. BUDGET ORDINANCE AMENDMENT #10 TO THE 2019-2020 CITY OF GREENVILLE BUDGET (ORDINANCE #19-031), THE CAPITAL PROJECTS FUNDS (ORDINANCE #17-024), AND THE FEMA-HURRICANE PROJECT FUND (ORDINANCE #17-002) – APPROVED.**

Financial Services Director Byron Hayes presented the proposed budget amendment #10 to the City Council.

**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #10 SUMMARY**

**City of Greenville Operating Fund Budget per Amendment #10:**

Fund	Budget	%
General	\$ 88,543,923	60.2%
Debt Service	5,559,881	3.8%
Public Transportation (Transit)	3,343,172	2.3%
Fleet Maintenance	4,635,802	3.2%
Sanitation	8,031,481	5.5%
Stormwater	10,762,452	7.3%
Housing	1,733,500	1.2%
Health Insurance	14,003,384	9.5%
Vehicle Replacement	4,759,009	3.2%
Facilities Improvement	4,057,862	2.8%
Capital Reserve	1,552,956	1.1%
<b>Total</b>	<b>\$ 146,983,422</b>	<b>100%</b>

Council Member Smile made a motion to adopt the ordinance. Council Member Bell seconded the motion and it carried unanimously.

**12. RESOLUTION FOR REGIONAL APPROACH TO OPENING THE STATE OF NORTH CAROLINA (ADDED) – APPROVED 5-1**

Mayor Connelly stated that he had spoken to other community leaders, counties, and municipalities and had requested that this item be added to the agenda. He asked that the City Council consider approving this resolution as a show of support for the region. He stated that this would be one step in asking State officials and the Governor to consider an order that would



allow a regional approach that would be guided by local health departments and medical professionals.

Attorney McGirt clarified that this would not be a law, but a resolution asking for a modification to the current State order.

Mayor Connelly emphasized the inclusion of seeking guidance from the local Health Director in the resolution because of the importance of including the Health Director in discussions of how to move forward.

Attorney McGirt stated that he had spoken with Pitt County Public Health Director Dr. John Silvernail earlier that day and Dr. Silvernail stated that he was of the opinion that Pitt County could open back up with a structured re-opening. Dr. Silvernail stated his opinion to the Pitt County Commissioners that north eastern North Carolina could be treated differently than other metropolitan parts of the state.

Council Member Smiley stated that he read the resolution as remaining in compliance with the State order, but asking that eastern Carolina be evaluated on its own merit rather than using a metric for cities such as Raleigh or Charlotte that would not necessarily apply to this region.

Council Member Daniels asked if Dr. Silvernail or a representative from Vidant were available to come back before the City Council. She stated that it may be something that the public would like to hear because there are many unanswered questions at this point. She stated that there are strong concerns in District 1. She expressed concern about the perception that we are opening on our own and perhaps setting a precedent.

Mayor Connelly stated that he has spoken to other community leaders in the area and believes that there will similar actions taken in other communities. He stated that this is not a slight against the Governor, but a request urging the Governor to look at the issue from a regional standpoint.

Council Member Litchfield stated that the resolution will not change any rules but will ask the Governor to look at the data.

At Council Member Daniel's request, Attorney McGirt read the resolution into record:

*WHEREAS, the President of the United States presented new federal guidelines April 16, 2020 entitled "Opening Up America Again," defining conditions for parts of the United States that have a downward trajectory of COVID-19 symptoms, a downward trajectory of documented cases; and effective testing and treatment of patients to begin opening up businesses through a phased-in approach;*



*WHEREAS, since the issuance of the Governor of North Carolina's March 10, 2020 executive order declaring a state of emergency and the issuance of states of emergency by Pitt County, the City of Greenville and other cities and towns in Pitt County, residents of Pitt County have been tested for the COVID-19 virus;*

*WHEREAS, the impact of COVID-19 has impacted the three major geographic regions of the State: the Coastal Plain, the Piedmont, and the Mountains differently in that the Coastal Plain (includes eastern region of North Carolina including Pitt County) is not as densely populated as the Piedmont area of the State, Coastal Plain has less people per square mile than the Piedmont area, and has had fewer COVID-19 cases;*

*WHEREAS, as of May 11, 2020, there are 167 confirmed cases of COVID-19 in Pitt County, and two (2) confirmed deaths in Pitt County as a result of COVID-19; and by contrast, on this same date in Mecklenburg County there are 2, 106 confirmed cases of COVID-19 and sixty three (63) related deaths;*

*WHEREAS, City of Greenville began COVID-19 precautionary measures in March 2020, and has demonstrated the ability to initiate precautions to prevent the spread of disease and has implemented a highly effective program of contact tracing from the beginning of the pandemic;*

*WHEREAS, as a result of the COVID-19 pandemic, the Mayor of the City of Greenville issued local restrictions and prohibitions to lessen the spread of COVID-19;*

*WHEREAS, City of Greenville began meetings with the following community partners Pitt County, Pitt County Health Director, and Vidant Health to coordinate preventative efforts in March 2020 through the present, and held numerous press conferences informing the public and began a social distancing, disinfection and enhanced hygiene campaign;*

*WHEREAS, the Pitt County economy is highly dependent upon retail, restaurant and other service industries, lacking significant manufacturing and other types of industry, and unemployment and hunger have increased in the area at an alarming rate; and the City Council is concerned that the risk of the rising economic impact and widespread food insecurity is now outpacing the risk of death from COVID-19 in this area;*

*WHEREAS, the 18-page plan for "Opening Up America Again" by the President of the United States identifies the circumstances necessary for areas of the country to allow employees to start returning to work, and Pitt County has a low incidence, a declining trajectory, a strong healthcare system, and has a population that has demonstrated its willingness to be compliant with social distancing, quarantine and hygiene measures; and*

*WHEREAS, just as North Carolina is not identical to other states, individual counties in North Carolina also have differing circumstances, risks and population dynamics; the*



*City Council knows the circumstances and risks of the local population and can work with public health officials to determine systematic, reasonable measures in a three-phase plan to reopen, and will take measures to protect the health and safety of its citizens in line with the current recommendations;*

*NOW THEREFORE, the City Council urges the Governor to adopt an Order that allows for a regional approach to reopening the State of North Carolina by lessening the restrictions on the operation of businesses in eastern North Carolina (including Pitt County), and to give the City the authority to begin a cautious plan to reopen businesses in conjunction with recommendations from the Pitt County Health Director, and in compliance with federal recommendations.*

Council Member Daniels stated that it would be beneficial to hear from Vidant and the Pitt County Health Director again before making another decision.

Mayor Connelly stated that Dr. Silvernail had stated that Pitt County could use a different type of phasing at the Pitt County Commissioners' meeting.

Council Member Daniels stated that the City's constituents have a different understanding and she does not want there to be a perception that City efforts were done half-way. She stated that people are afraid and want to open and stay open as smoothly as possible.

Mayor Pro-Tem Glover expressed her concern for safety, but said that she supports asking the Governor to consider the resolution because of hairdressers, taxi drivers, and other similar occupations that would be impacted by a broader shut down.

Council Member Bell thanked the Mayor for adding the resolution. He stated that there are a lot of small businesses to consider.

Council Member Bell made a motion to approve the resolution. Council Member Litchfield seconded the motion and it passed by a vote of 5:1 with Council Member Daniels casting the dissenting vote.

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## REVIEW OF MAY 14, 2020 CITY COUNCIL AGENDA

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City Manager Wall listed the upcoming items on the May 14, 2020, City Council meeting:

1. Appointments to Boards and Commissions





2. Ordinance requested by Bobby W. Joyner to rezone 7.426 acres located on the south side of East Fire Tower Road east of Kittrell Road from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-Family])
3. Ordinance requested by John F. Moye, Sr. Heirs to rezone 15.0936 acres located south of Greenville Boulevard between Allendale Drive and Dickinson Avenue Extension from RA20 (Residential-Agricultural) to R6A-RU (Residential [Medium Density]) Restricted-Residential Overlay
4. Ordinance requested by the Planning and Development Services Department to amend the City Code by creating a new Mixed Use Institutional (MUI) zoning district
5. Ordinance requested by Three Twenty Enterprises, LLC to amend the Future Land Use and Character Map for 8.3 acres from Commercial on the Town of Simpson’s Future Land Use Map to Tract 1 – Commercial (3 acres) and Tract 2 – High Density Residential (5.3 acres) on the City of Greenville’s Future Land Use and Character Map for the property located at the southeastern corner of the intersection of East 10<sup>th</sup> Street and L. T. Hardee Road
6. Ordinance amending the Flood Damage Prevention Ordinance text to adopt updated Flood Insurance Rate Maps and to align with the model ordinance
7. Resolution and economic development agreement for a Job Creation Grant for ABC Phones of North Carolina, Inc. DBA Victra
8. Presentation of the proposed Fiscal Year 2020-2021 operating budgets for:
  - a. Pitt-Greenville Convention & Visitors Authority
  - b. Sheppard Memorial Library
  - c. Greenville Utilities Commission

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**CITY MANAGER’S REPORT**

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City Manager Wall stated that she did not have a report for the City Council.

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**COMMENTS FROM MAYOR AND CITY COUNCIL**

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The Mayor and City Council encouraged the community to remain positive, help others, and stay safe.

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**ADJOURNMENT**

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Council Member Bell moved to adjourn the meeting. The motion was seconded by Council Member Litchfield. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 7:55 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk

DRAFT MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, DECEMBER 14, 2020



A meeting of the Greenville City Council was held on Monday, December 14, 2020, electronically via Zoom, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m. and called on Council Member Bell to provide the invocation. The invocation was followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None.

Also Present:

City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Assistant City Manager Michael Cowin, Assistant City Manager Ken Graves

**Approval of the Agenda**

At staff's recommendation, Council Member Smiley made a motion to add the public hearing items from the December 10<sup>th</sup> meeting to the agenda under Old Business for action and two items under New Business for the proposed acquisition of property for Wildwood Park and proposed budget ordinance 5A. Council Member Bell seconded the motion and it carried unanimously.

**Public Comment Period**

Mayor Connelly opened the public comment period at 6:05 pm, explaining the public comment procedures. There being no speakers present and no emailed public comments, Mayor Connelly closed the Public Comment Period at 6:06 p.m.

**Consent Agenda**

Assistant City Manager Cowin presented the following items to the City Council for approval:

1. Adoption of 2021 State Legislative Agenda.
2. Acceptance of Environmental Enhancement Grant Award and Approval of Memorandum of Understanding.
3. Award of Wildwood Park Phase One Construction Contract to Designco Construction, Inc.



4. Resolution Approving a Lease Agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for space inside the C.M. Eppes Recreation Center
5. Resolution and Deed of Release to Abandon a Fifteen Feet Wide Utility Easement Across Tax Parcel Number 50113
6. Authorization for Greenville Utilities Commission to Initiate Condemnation Proceedings for Property/Easement Acquisition for the NC 33 Natural Gas Main Extension.

Council Member Smiley made a motion approve the Consent Agenda. Mayor Pro-Tem Glover seconded the motion and it carried unanimously.

**(ADDED) Old Business**

The State implemented rules of procedure for electronic meetings during declared States of Emergency. Public bodies are required to accept input on public hearing items up to 24 hours after public hearings are held. Those that were interested in submitting their comments to the City Council after public hearings held on Thursday, December 10, 2021, were instructed to email their comments to [publicinput@greenvillenc.gov](mailto:publicinput@greenvillenc.gov). The City Council did not receive any comments for any of the public hearings held at its December 10, 2020, meeting. The City Council took the following actions:

2. ORDINANCE TO ANNEX THE BOBBY RAY MILLS PROPERTY INVOLVING 1.2705 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF DAVENPORT FARM ROAD AND 625+/- FEET EAST OF FROG LEVEL ROAD – *PUBLIC HEARING WAS HELD ON DECEMBER 10, 2020; UNANIMOUSLY APPROVED*

Council Member Meyerhoeffer made a motion to approve the item. Council Member Bell seconded the motion and it carried unanimously.

3. ORDINANCE TO ANNEX LANGSTON FARMS, PHASE 11, SECTION 2 INVOLVING 3.8991 ACRES LOCATED NORTH OF STONE WOODS DRIVE AND NEAR THE TERMINUS OF HONEYSUCKLE DRIVE – *PUBLIC HEARING WAS HELD ON DECEMBER 10, 2020; UNANIMOUSLY APPROVED*

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

4. ORDINANCE TO DESIGNATE THE WALTER LANCASTER HARRINGTON HOUSE, LOCATED AT 905 EAST 5<sup>TH</sup> STREET AND FURTHER IDENTIFIED AS PITT COUNTY PARCEL NUMBER 10087, AS A LOCAL HISTORIC LANDMARK – *PUBLIC HEARING HELD ON DECEMBER 10, 2020; UNANIMOUSLY APPROVED*



Council Member Meyerhoeffer made a motion to approve the item. Council Member Bell seconded the motion and it carried unanimously.

### **New Business**

#### **7. RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED AT 431 WEST FIFTH STREET BY UPSET BID METHOD – UNANIMOUSLY APPROVED**

Assistant City Manager Cowin delineated the City-owned property at 431 West Fifth Street and stated that the City has identified the parcel as having no short-term or long-term use to the City. He stated that North Carolina General State Statute authorizes the City to sell the property by upset bid after receiving an offer to purchase. He outlined the steps to be taken under the upset bid process:

- Council shall authorize the sale by upset bid at a minimum price of \$148,000
- City Clerk shall publish a notice of sale describing the property, the amount of the offer, and the terms which the offer may be upset
- The City will accept sealed bids for a period of 30 days
- At the conclusion of the 30-day period, the City Clerk shall open the bids and the highest bid shall become the high bid offer
- The City Clerk shall publish a new notice for a 10-day period and shall repeat the process until a 10-day period has passed without a new qualifying upset bid being received

Council Member Smiley made a motion to approve the item. Council Member Daniels seconded the motion and it carried unanimously.

#### **8. RESOLUTION AUTHORIZE THE SALE OF PROPERTY LOCATED OFF NEW STREET BY UPSET BID PROCESS – UNANIMOUSLY APPROVED**

Assistant City Manager Cowin delineated the City property located off of New Street and further identified as Pitt County tax parcel 29030. He stated that over the past 40 years, the property had been utilized as a Public Works Operations Center, Parks Maintenance Operation Center and storage area for various public projects. Currently, the property contains three storage facilities used by the City to store miscellaneous items. He stated that the City had received an offer to purchase the property from The Overton Group in the amount of \$260,000 along with a deposit of 5% of the bid price. He advised that if the City Council approves the upset bid process, staff will



move forward with the procedure to subdivide the parcel into two separate parcels. He outlined the steps to be taken in the upset bid process:

- Council shall authorize the sale by upset bid
- City Clerk shall publish a notice of sale describing the property, the amount of the offer, and the terms which the offer may be upset
- The City will accept sealed bids from persons wishing to upset the bid the offer for a period of 10 days after the notice is published
- At the conclusion of the 10-day period, the City Clerk shall open the bids and the highest bid shall become the high bid offer
- The City Clerk shall publish a new notice for a 10-day period and shall repeat the process until a 10-day period has passed without a new qualifying upset bid being received

Assistant City Manager Cowin noted that the timing for this process differed slightly than the upset bid process for 431 W. Fifth Street because a bid had already been made on the property. Under the terms of the sale, the conveyance of property will be by limited warranty deed as specified in the resolution and the buyer will have a 45-day due diligence period to complete an environmental inspection at the buyer's expense and review the environmental inspection to the buyer's satisfaction.

Council Member Smiley made a motion to approve the item. Council Member Litchfield seconded the motion and it carried unanimously.

#### 9. CLARIFICATION OF THE MAYOR'S AUTHORITY TO ISSUE EMERGENCY PROCLAMATIONS – UNANIMOUSLY APPROVED

City Attorney McGirt stated that State law entitled *N.C. Emergency Management Act* provides authority to the Mayor not listed in the City's code:

- Prohibit movement of people in public places
- Prohibit operation of offices and business establishments, to and from, which people may travel or congregate
- Other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property

City Attorney McGirt stated that the City Council had enacted a temporary ordinance in response to COVID-19 that delegated authority to the Mayor to impose all restrictions outlined in State law and would expire December 31, 2020. He stated that the current proposal would align the City



Code with State law and would provide the Mayor with the authority to impose all restrictions in State law.

City Attorney McGirt recognized Assistant City Attorney Donald Phillips for his work on this item.

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

#### 10. CHAPTER 160D: A NEW LAND USE LAW FOR NORTH CAROLINA – REPORT HEARD

Planner Bradleigh Sceviour provided an overview of upcoming changes to NC Land Use Laws. He stated that the State laws were being updated in an effort to consolidate, reorganize, adopt consensus reforms, and to make it easier and more logical to follow. He briefly touched on aspects of the law that will be addressed, including the clarification of terms, plan consistency statements, vested rights, and conflicts of interest. He stated that 160A would be repealed and 160D would take effect when the City updated their development regulations or by the State’s deadline of July 1, 2021, whichever occurs first. He provided a timeline for the City’s updates:

- February 2021 – Draft ordinance complete, Planning & Zoning Commission hearing
- March 2021 – Public hearing and discussion of first half of update
- April 2021 – Public hearing and discussion of second half of update; action by City Council

Planner Sceviour clarified that the updates will address policy and procedure and have a broad impact on how things function. He stated that he does not anticipate that the impacts will be felt in a major way.

#### 11. (ADDED) ACQUISITION OF ADDITIONAL PROPERTY FOR WILDWOOD PARK – UNANIMOUSLY APPROVED

Assistant Manager Cowin stated staff’s recommendation to purchase five parcels of land for Wildwood Park for a total of 184.78 acres:

- Parcel 00072 - .88 acres with a 2020 OPIS value of \$95,832
- Parcel 10256 - 12.0 acres with a 2020 OPIS value of \$350,089
- Parcel 22504 - 137.48 acres with a 2020 OPIS value of \$314,709
- Parcel 24274 – 6.72 acres with a 2020 OPIS value of \$24,997
- Parcel 35488 – 27.7 acres with a 2020 OPIS value of \$165,976



Assistant Manager Cowin stated that the land would be used to make the connection from Wildwood Park to River Park North through primitive trails that total approximately 10 miles, walking back and forth. He stated that the property will also be used to provide wild sport opportunities in the near future. He stated that staff recommends that the City purchase the land from the estate of Phil Carroll for a cost of \$617,000. He stated that funds would be appropriated for the purchase in the City's Recreation & Parks capital projects fund.

The City Council recognized Parks & Recreation Director Fenton for his work on this project. Council Member Smiley made a motion to approve the item. Council Bell seconded the motion and it carried unanimously.

12. (ADDED) PROPOSED BUDGET ORDINANCE 5A – UNANIMOUSLY APPROVED

Assistant Manager Cowin stated that the proposed budget amendment is to the City's Recreation & Parks capital projects fund. He stated that this amendment would appropriate the necessary funding needed to secure the purchase of the 185 acres of land that the City Council just approved.

Council Member Meyerhoeffer made a motion to approve the item. Council Member Daniels seconded the motion and it carried unanimously.

**City Manager's Report**

Assistant Manager Cowin recognized Director Fenton's efforts on Wildwood Park and thanked Planner Sceviour for his time with the City of Greenville. He noted that City Manager Wall could not attend the meeting and expressed the City's prayers and support for her family.

**Comments from the Mayor and City Council**

The Mayor and City Council briefly reflected on the year and wished everyone a safe holiday. They further expressed thanks to the artists that worked on the First Street mural.

**Adjournment**

Council Member Smiley moved to adjourn the meeting. The motion was seconded by Council Member Meyerhoeffer. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 7:01 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk

DRAFT MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, JANUARY 11, 2021



A meeting of the Greenville City Council was held on Monday, January 11, 2021, electronically via Zoom, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m. and called on Council Member Bell to provide the invocation. The invocation was followed by the Pledge of Allegiance.

Those Present:

Mayor P.J. Connelly, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Mayor Pro-Tem Rose Glover

Also Present:

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

**Approval of the Agenda**

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

**Public Comment Period**

Mayor Connelly opened the public comment period at 6:04 pm, explaining the public comment procedures. There being no speakers present and no emailed public comments, Mayor Connelly closed the Public Comment Period at 6:05 p.m.

**Consent Agenda**

City Manager Wall presented the following items to the City Council for approval:

1. Resolution accepting dedication of rights-of-way and easements for Blackwood Ridge Phase 3, Woodridge Corporate Park Phase 3, and Savannah Place Section 4 Phase 1.
2. Public art recommendation for the DownEast Sculpture Exhibition.
3. Resolution for Issuance of Revenue Refunding Bonds, Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2021A.
4. Consideration of Lease Agreement with EL Land, LLC.





5. Renewal of Agreement with Greenville Auto Auction for the Sale of Surplus Vehicles.
6. Resolution authorizing the filing of three applications to the U.S. Department of Homeland Security for the FY 2021 FEMA Building Resilient Infrastructure and Communities Grant Program for Stormwater Capitol Projects.
7. Purchase of replacement vehicle for the Public Works Department.
8. Contract award to Pitt County Mart Inc. to supply gasoline, diesel fuel, and diesel exhaust fluid (DEF) for regular and emergency use.
9. Various tax refunds greater than \$100.

Attorney McGirt advised that the resolution in Item 1 references §160A-374, a statute that has been recently been updated by the State, and should be revised to read §160D-806. Council Member Smiley made a motion to pull Item 1 for revision and approve the remaining items. Council Member Bell seconded the motion and it carried unanimously.

### **New Business**

1. (PULLED FROM CONSENT AGENDA) RESOLUTION ACCEPTING DEDICATION OF RIGHTS-OF-WAY AND EASEMENTS FOR BLACKWOOD RIDGE, PHASE 3, WOODBRIDGE CORPORATE PARK PHASE 3, AND SAVANNAH PLACE SECTION 4 PHASE 1 – UNANIMOUSLY APPROVED

Council Member Smiley made a motion to approve the item as recommended by the City Attorney. Council Member Bell seconded the motion and it carried unanimously.

10. CONTRACT AWARD FOR PROFESSIONAL SERVICES FOR RIGHT-OF-WAY AND FINAL DESIGNS ON THE BUILD GRANT – UNANIMOUSLY APPROVED

Civil Engineer Lynn Raynor, Project Manager for the BUILD Grant, provided a brief overview of the project, stating that the grant provides for three streetscape projects along the Fifth Street corridor and four greenway/sidewalk projects. He stated that services have been broken down into three task orders:

- Task Order 1 – Design and Grant Administration (awarded June 2020)
- Task Order 2 – Right-of-Way and Final Design
- Task Order 3 – Construction Administration/Observation and Grant Administration



Civil Engineer Raynor stated that Task Order 2, the current request before the City Council, can be further broken down into three categories: surveying, right-of-way services, and bid phase services. He noted that Task Order 2 is relevant to professional services and there will be additional costs associated with direct payments to property owners for easements and right-of-ways, as well as third-party legal services and closing costs.

Civil Engineer Raynor stated staff's recommendation that the City Council approve the fee for Task Order 2 and award a professional services contract for right-of-way and final design to Kimley-Horn and Associates in the amount of \$1,247,390.75.

Council Member Smiley asked if Kimley-Horn had been used by the City on past projects.

Staff confirmed that Kimley-Horn had been used for a number of Engineering projects and a Housing study.

Council Member Meyerhoeffer asked if the property acquisition amounts would be part of the City's required matching portion of the BUILD Grant.

Civil Engineer Raynor confirmed that would be coming out of the City's portion.

Council Member Smiley made a motion to approve the item. Council Member Daniels seconded the motion and it carried unanimously.

11. CONTRACT AWARD FOR THE 2021 STREET RESURFACING PROJECT AND APPROVAL OF TASK ORDER #3 FOR THE CONSTRUCTION AND INSPECTION (CEI) AND CONSTRUCTION MATERIALS TESTING (CMT) ON-CALL CONTRACT – UNANIMOUSLY APPROVED

Civil Engineer Lynn Raynor stated that the proposed work under this project includes:

- Milling and resurfacing
- Subgrade Base Repair
- ADA ramp upgrades
- Pavement markings
- Inspections
- Materials Testing

He provided a list of roads and noted that the City Council had received this same list in a memo in Notes to Council:



### 2021 Street Resurfacing

Street Name	To	From	Lane Miles
1 <sup>st</sup> St	Cotanche St	S Washington St	0.56
Avery St	Baker St	N Jarvis St	0.40
Contentnea St	Fleming St	Street End	1.12
Cotanche St	E 1 <sup>st</sup> St	E 5 <sup>th</sup> St	0.57
Davis St	Fairfax Ave	W 3 <sup>rd</sup> St	0.27
Douglas Ave	W 14 <sup>th</sup> St	Street End	0.67
Elizabeth St	W 3 <sup>rd</sup> St	Ward St.	0.24
Green Springs Dr	E 5 <sup>th</sup> St	Heath St	0.74
Howell St	Evans St	Perkins St	2.33
Imperial St	Davis St	Street End	0.35
Latham St	W 3 <sup>rd</sup> St	W 5 <sup>th</sup> St	0.31
McKinley Ave	W 5 <sup>th</sup> St	Douglas Ave	0.32
Myrtle Ave	Line Ave	Ball Park St	0.32
N Ash St	E 1 <sup>st</sup> St	N Oak St	0.52
N Library St	E 1 <sup>st</sup> St	Street End	0.56
Roosevelt Ave	W 5 <sup>th</sup> St	Fleming St	0.45
S Meade St	E 1 <sup>st</sup> St	E 5 <sup>th</sup> St	0.75
Stutz St	W 3 <sup>rd</sup> St	Street End	0.12

Civil Engineer Raynor provided staff’s recommendation that the City Council award the contract for the 2021 Street Resurfacing Project to S.T. Wooten of Wilson, N.C., to include a 10% contingency in the amount of \$1,361,364.29, and approve Task Order #3 under the on-call contract with SEPI Engineering in the amount of \$229,220.

Council Member Litchfield made a motion to approve the item. Council Member Daniels seconded the motion and it carried unanimously.

**12. CONTRACT AWARD FOR THE CONSTRUCTION OF FIRE/RESCUE #1 APPARATUS BAY EXPANSION PROJECT – UNANIMOUSLY APPROVED.**

Public Works Director Kevin Mulligan stated the proposed expansion would extend the center bay approximately 16 ft. out from the existing face of the building. The proposed expansion would accommodate the City’s new 65’ tiller truck. He stated that the project had been advertised with a bid-opening of December 17, 2020, but only two bids were receive. Due to State law, the bid opening had to be re-advertised and extended to December 29, 2020.

Director Mulligan stated that Muter Construction had submitted to the lowest bid at \$600,000. He advised that staff had included two alternates with the base bid, with an approximate of \$621,000 with both alternates. He stated that Muter Construction was \$86,000 less than the next lowest bid and the schedule for construction is 150 days to complete from notice to proceed.

Director Mulligan stated staff’s recommendation to approve the award of construction contract for \$621,500 to Muter Construction out of Zebulon, N.C., for the expansion of Fire Station #1.

Council Member Meyerhoeffer made a motion to approve the item. The motion was seconded by Council Member Daniels and unanimously carried.



### **City Manager's Report**

City Manager Wall reviewed the January 14, 2021 agenda with the City Council and stated that she did not have any items to report.

1. Appointments to Boards and Commissions
2. Ordinance to annex Happy Trail Farms, LLC property involving 0.227 acres located along the western right-of-way of the Southwest Bypass and 300+/- feet south of Statonsburg Road
3. Ordinance requested by P.B. Builders, LLC to rezone 15.072 acres located on the eastern side of Dickinson Avenue south of the intersection of Dickinson Avenue and Spring Forest Road from RA20 (Residential-Agricultural) to R6 (Residential [High Density])
4. Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to make six (6) amendments to the zoning ordinance, specifically 1). Add "10 (II) Grocery Store" to the table of uses as a permitted use in the following zones: CN, ND, CDF, CG, CH, MCG, MCH; 2). reduce the separation distance of accessory structures from 10 feet to 5 feet; 3). clarify setback requirement for residential pools by adding "No pool structure, including associated decks and concrete aprons shall be located nearer than 5; from a side and/or rear property line."; 4). add "12(e) Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor storage" as a permitted use in the following zones: IU, I, PIU, and PI; 5)reduce the standard for illuminated signs from switching every 60 minutes to switching every 60 seconds; and 6). add "12(d) Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage" as a special use in the CH (Heavy Commercial) zoning district
5. Ordinance requested by Maurice and Drucilla York to designate the J.B. Cherry & Company – Frank Wilson Office Building, located at 106 East 4<sup>th</sup> Street and further identified as Pitt County Parcel Number 25337, as a Local Historic Landmark
6. Resolution to Amend an Economic Development Agreement with Grover Gaming, Inc.
7. Approval of Right of Way Agreement and Memorandum of Understanding with Metro Fibernet, LLC

### **Comments from the Mayor and City Council**

The Mayor and City Council thanked the community for their efforts thus far in handling COVID19 and advised that the vaccine is available through the County for citizens 75 years of age and older.



**Adjournment**

Council Member Smiley moved to adjourn the meeting. The motion was seconded by Council Member Bell. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 6:38 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk

PROPOSED MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, JANUARY 14, 2021



A meeting of the Greenville City Council was held on Thursday, January 14, 2021, electronically via Zoom, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m. and called on Council Member Smiley to provide the invocation. The invocation was led by Pastor Asher Panton of Immanuel Baptist Church at Council Member Smiley's request and was followed by the Pledge of Allegiance.

Those Present:

Mayor P.J. Connelly, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Mayor Pro-Tem Rose Glover

Also Present:

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

**Approval of the Agenda**

City Manager Wall requested that the City Council add a Closed Session to the agenda.

Mayor Connelly requested that a Special Recognition be added to the agenda to recognize Barking Buddies.

Council Member Smiley made a motion to approve the agenda with the requested revisions. Council Member Daniels seconded the motion and it carried unanimously.

**(ADDED) Special Recognitions**

Mayor Connelly recognized local business, Barking Buddies, for being recognized as one of *Business North Carolina's* 2020 Small Businesses of the Year. He congratulated business owners Phyllis Manning and Julie Linder and proclaimed the day to be Barking Buddies Appreciation Day (insert proclamation wording).

**Public Comment Period**

Mayor Connelly opened the public comment period at 6:11 pm, explaining the public comment procedures.

Pam Strickland



Ms. Strickland thanked the Mayor for proclaiming January as Human Trafficking Awareness Month and read the proclamation into record. She further thanked her colleagues who joined her during the Public Comment Period (insert proclamation text)

There being no speakers present and no emailed public comments, Mayor Connelly closed the Public Comment Period at 6:17 p.m.

### Appointments

The following appointments were made to the City's boards and commissions:

#### Board of Adjustment

At Mayor Connelly's recommendation, Council Member Smiley made a motion to appoint Ryan Purtle to the Board of Adjustment in replacement of Dillon Godley. The motion was seconded by Council Member Meyerhoeffer and passed unanimously. With this appointment, the Order of Elevation was enacted as outlined in the City's Board and Commission Policy.

#### Historic Preservation Commission

Council Member Daniels made a motion to reappoint Justin Edwards, Andrew Morehead, and Robert Wright to an additional term on the board. Council Member Smiley seconded the motion and it carried unanimously

All remaining appointments were continued.

### New Business

2. ORDINANCE TO ANNEX HAPPY TRAILS FARMS, LLC PROPERTY INVOLVING 0.227 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF THE SOUTHWEST BYPASS AND 300 +/- FEET SOUTH OF STATONSBURG ROAD – *PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.*

Chief Planner Chantae Gooby delineated the area and provided an overview of the request. She stated that the anticipated use for this area is for one billboard and the anticipated tax value is \$30,000.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:25 p.m. and invited speakers in favor of the request to come forward. There being no speakers at the meeting to speak in favor of the item and there being no messages in favor of the request in the Public Input mailbox, Mayor Connelly called on speakers in opposition to come forward. There being no speakers at the meeting in opposition to the item and no messages in opposition of the



request in the Public Input mailbox, Mayor Connelly closed the public hearing at 6:26 p.m. and called for board discussion.

Citing Senate Bill 704, Mayor Connelly stated that the City Council would delay action to allow a period of 24-hours after the public hearing has been held to receive additional comments from the public.

3. ORDINANCE REQUESTED BY P.B. BUILDERS, LLC TO REZONE 15.072 ACRES LOCATED ON THE EASTERN SIDE OF DICKINSON AVENUE SOUTH OF THE INTERSECTION OF DICKINSON AVENUE AND SPRING FOREST ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY]) – *PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.*

Chief Planner Chantae Gooby delineated the area and provided an overview of the request. She stated that the rezoning could generate an extra 910 trips per day in that area and would require a 25-year stormwater detention. She stated that under the proposed zoning, the site could accommodate 168-180 multi-family units, but offices would not be allowed. She stated that the Planning & Zoning Commission had recommended approval of the request at their December 2020 meeting. She stated that is of the opinion that the request is in compliance with the City's Comprehensive Plan and Future Land Use and Character Map and therefore recommends approval.

Mayor Connelly asked there had been any discussion about traffic mitigation because he often receives comments about the area by Spring Forest Road and Dickinson Avenue.

Traffic Engineer Rik DiCesare stated that the potential traffic information in this area can be misleading because it does not take into account that this area is a four-lane section with lots of transitioning and a dedicated auxiliary lane. He stated that anticipated 900 trips would be split 60-40 with the level of activity at 50 trips per day at peak hours on both sides of that drive way. He stated that he does not believe that it will be an issue but noted that he was not aware of the accident history in that area. He stated that he did not believe that the area would qualify for a traffic signal.

Mayor Connelly stated that left turns out of that area could be problematic and said this is something that staff may need to look into with NCDOT.

Hearing no additional questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:35 p.m. and invited speakers in favor of the request to come forward. There being no speakers at the meeting to speak in favor of the item and there being no messages in favor of the request in the Public Input mailbox, Mayor Connelly called on speakers in opposition to come forward. There being no speakers at the meeting in opposition to the item and no messages in





opposition of the request in the Public Input mailbox, Mayor Connelly closed the public hearing at 6:36 p.m. and called for board discussion.

Citing Senate Bill 704, Mayor Connelly stated that the City Council would delay action to allow a period of 24-hours after the public hearing has been held to receive additional comments from the public.

4 ORDINANCE REQUESTED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND TITLE 9, CHAPTER 4 OF THE CITY CODE TO MAKE SIX (6) AMENDMENTS TO THE ZONING ORDINANCE, SPECIFICALLY 1). ADD “10 (II) GROCERY STORE” TO THE TABLE OF USES AS A PERMITTED USE IN THE FOLLOWING ZONES: CN, ND, CDF, CG, CH, MCG, MCH; 2). REDUCE THE SEPARATION DISTANCE OF ACCESSORY STRUCTURES FROM 10 FEET TO 5 FEET; 3). CLARIFY SETBACK REQUIREMENT FOR RESIDENTIAL POOLS BY ADDING “NO POOL STRUCTURE, INCLUDING ASSOCIATED DECKS AND CONCRETE APRONS SHALL BE LOCATED NEARER THAN 5; FROM A SIDE AND/OR REAR PROPERTY LINE.”; 4). ADD “12(E) BUILDING SUPPLY; LUMBER AND MATERIALS SALES, PLUMBING AND/OR ELECTRICAL SUPPLY EXCLUDING OUTDOOR STORAGE” AS A PERMITTED USE IN THE FOLLOWING ZONES: IU, I, PIU, AND PI; 5)REDUCE THE STANDARD FOR ILLUMINATED SIGNS FROM SWITCHING EVERY 60 MINUTES TO SWITCHING EVERY 60 SECONDS; AND 6). ADD “12(D) BUILDING SUPPLY; LUMBER AND MATERIALS SALES, PLUMBING AND/OR ELECTRICAL SUPPLY EXCLUDING OUTSIDE STORAGE” AS A SPECIAL USE IN THE CH (HEAVY COMMERCIAL) ZONING DISTRICT – *PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.*

Chief Planner Chantae Gooby stated that these requested amendments are a mix of small changes that staff had held to bring back at one time and others were discrepancies that were found by staff when working with the public on various projects and requests:

- 1). Add “10 (II) Grocery Store” to the table of uses as a permitted use in the following zones: CN, ND, CDF, CG, CH, MCG, MCH;
- 2). Reduce the separation distance of accessory structures from 10 feet to 5 feet;
- 3). Clarify setback requirement for residential pools by adding “No pool structure, including associated decks and concrete aprons shall be located nearer than 5; from a side and/or rear property line.”;
- 4). Add “12(e) Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor storage” as a permitted use in the following zones: IU, I, PIU, and PI;



- 5). Reduce the standard for illuminated signs from switching every 60 minutes to switching every 60 seconds; and
- 6). Add “12(d) Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage” as a special use in the CH (Heavy Commercial) zoning district

Chief Planner Gooby noted that staff had looked at illuminated signs in other cities and examined their switching rates, but could not find a method or reason behind the frequency that they chose to transition between ads. She stated that the proposed change is a big change, but still conservative. She stated that the Planning & Zoning Commission had unanimously voted to recommend all of the proposed changes, but were interested in revisiting the billboard discussion to increase the frequency of billboard transitions.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:45 p.m. and invited speakers in favor of the request to come forward. There being no speakers at the meeting to speak in favor of the item and there being no messages in favor of the request in the Public Input mailbox, Mayor Connelly called on speakers in opposition to come forward. There being no speakers at the meeting in opposition to the item and no messages in opposition of the request in the Public Input mailbox, Mayor Connelly closed the public hearing at 6:46 p.m. and called for board discussion.

Mayor Connelly stated that he agreed with the Planning & Zoning Commission and would like to further explore time frames for digital signs. He stated he is concerned with potential distractions but it would be worth looking at other communities that have adopted shorter time frames.

Citing Senate Bill 704, Mayor Connelly stated that the City Council would delay action to allow a period of 24-hours after the public hearing has been held to receive additional comments from the public.

5. ORDINANCE REQUESTED BY MAURICE AND DRUCILLA YORK TO DESIGNATE THE J.B. CHERRY & COMPANY – FRANK WILSON OFFICE BUILDING, LOCATED AT 106 EAST 4<sup>TH</sup> STREET AND FURTHER IDENTIFIED AS PITT COUNTY PARCEL NUMBER 25337, AS A LOCAL HISTORIC LANDMARK – *PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.*

Chief Planner Gooby provided an overview of the request and a brief history of the building. She stated that the J.B. Cherry & Company - Frank Wilson Office Building was designed and constructed by Hill Carter Linthicum and is one of the most intact commercial buildings of this period remaining in Greenville. She stated that the owners of the building, Mr. Maurice York and Mrs. Drucilla York, had a report prepared that was forwarded to the State Historic Preservation Office (SHPO) for their comments. SHPO recommended that the J.B. Cherry & Company –



Frank Wilson Office Building be designated as a local landmark and the Historic Preservation Commission unanimously voted to recommend that the building be designated as a Local Landmark.

Chief Planner Gooby stated staff's recommendation that the City Council approval the request.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing at 6:51 p.m. and invited speakers in favor of the request to come forward.

#### Maury York

Mr. Maury York stated that he and his wife believe that this building is historically significant because it is associated with two prominent businessmen, James Burton Cherry and Frank Wilson. He stated that the building was built after a fire that had damaged a number of buildings along Evans Street and was constructed under Masonry construction, a building trend that had been popular in the late 19<sup>th</sup> century – early 20<sup>th</sup> century. He stated that the building is important architecturally because it was designed and built by Hill Carter Linthicum, a well-known architect from Henderson-Durham, who had been in town to oversee the construction of a tobacco factory. He stated that the building is a rare example of Linthicum's work and is one of the most intact commercial buildings of this period remaining in Greenville. He stated that he and his wife have worked hard to preserve this building and asked that the City Council grant this request.

There being no speakers at the meeting to speak in favor of the item and there being no messages in favor of the request in the Public Input mailbox, Mayor Connelly called on speakers in opposition to come forward. There being no speakers at the meeting in opposition to the item and no messages in opposition of the request in the Public Input mailbox, Mayor Connelly closed the public hearing at 6:55 p.m. and called for board discussion.

Citing Senate Bill 704, Mayor Connelly stated that the City Council would delay action to allow a period of 24-hours after the public hearing has been held to receive additional comments from the public.

#### 6. RESOLUTION TO AMEND AN ECONOMIC DEVELOPMENT AGREEMENT WITH GROVER GAMING, INC. – PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.

City Manager Wall stated that Grover Gaming, a software development and design company, is the fastest growing company in eastern North Carolina. She stated that the City Council had provided Grover Gaming with a grant in February 2020 of \$1,000 per job for five years for a total of up to \$500,000 for the creation of 100 new jobs.



City Manager Wall stated that Grover Gaming seeks to expand its Greenville headquarters and anticipates the creation of an additional 200 jobs with an average salary of \$50,645 and a capital investment of \$12.5 million. Grover Gaming anticipates hiring software developers, game designers, artists, quality assurance engineers, human resources professionals and other positions, covering 100% insurance for fulltime employees. She stated that the recommendation is to amend the job creation grant to add an additional \$1,000 per job up to a maximum of \$100,000 for two years beginning in FY '26 and FY '27. Jobs must be retained for a minimum of three years after the final payment of the grant.

Council Member Smiley asked where the jobs would be located. He stated that he is aware that some of these positions can conduct their work remotely but the purpose of the grant is to support jobs in Greenville.

City Manager Wall stated that the agreement includes a provision that they grant would support jobs housed in Pitt County and she assured the City Council that there is a way of documenting those positions.

Hearing no questions from the City Council for staff, Mayor Connelly opened the public hearing at 7:00 p.m. and invited speakers in favor of the request to come forward.

#### Marc Downing

Mr. Marc Downing, Director of Compliance and Legal Counsel at Grover Gaming, stated that Grover Gaming is proud to be local and excited about partnerships in the community with local campuses to create jobs at home. He thanked City Manager Wall and the Greenville ENC Alliance for their partnership and offered to answer questions from the City Council.

Council Member Smiley asked how the ability to work from multiple locations impacts Grover Gaming's efforts to bring people to the area.

Mr. Downing stated that Grover Gaming has been more flexible during the pandemic and is working on partnerships with Pitt Community College and East Carolina University to create a pipeline to retain local talent and will recruit nationally to bring people to the area.

City Attorney McGirt stated that there is language in the agreement that states that jobs must be housed here in Pitt County.

There being no speakers at the meeting to speak in favor of the item and there being no messages in favor of the request in the Public Input mailbox, Mayor Connelly called on speakers in opposition to come forward. There being no speakers at the meeting in opposition to the item and no messages in opposition of the request in the Public Input mailbox, Mayor Connelly closed the public hearing at 7:05 p.m. and called for board discussion.



7. APPROVAL OF RIGHT OF WAY AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH METRO FIBERNET, LLC – *PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.*

City Manager Wall stated that MetroNet Fiber, LLC intends to invest \$35 million to construct a fiber to the premises network (FTTP) providing fiber based voice, video, and internet service in Greenville. She stated that the company was established in 2004 and provides service in 100 communities in 8 states serving over 200,000 customers.

She stated that MetroNet will need to do a major construction project that will require a right-of-way agreement and a vigorous construction schedule that will run 7 days a week from 7 a.m. – sunset, with no underground boring on Saturdays and Sundays.

City Manager Wall stated that the Memo of Understanding (MOU) sets out MetroNet’s service standard. She stated that MetroNet will serve no less than 90% of the City that is not served by a FTTP provider. She stated that they will be permitted to conduct door-to-door sales from 10 a.m. – 7 p.m. and will be required to obtain and carry a peddler’s license and an ID.

She stated the recommendation to approve the request.

Ms Kathy Scheller, Government Affairs Director for MetroNet, stated that MetroNet is in 100+ communities and has done well in university towns. She stated that the highest service speed is 1 gig and is different because the service will connect directly to your home versus a neighborhood node, translating to faster speeds.

Council Member Smiley brought up the digital divide and asked what drives decisions in what areas are serviced.

Ms. Scheller stated that they understand the digital divide today more than ever. She stated that density is an important factor when considering connectivity. She stated that they have had major program success and are employing best practices.

Council Member Meyerhoeffer stated that it is important to address construction debris and to stress the importance having vendors carry proper ID when going door-to-door. He expressed his appreciation for MetroNet’s investment in the community and stated that he is looking forward to working with them.

Council Member Litchfield stated that this is a good opportunity to bring competition to the area and thanked MetroNet for coming to Greenville. He questioned the weekend construction schedule and stated that it may be advantageous to bore on the roads when it is not as busy.



City Manager Wall stated that she will be putting together a construction team on staff that will meet regularly and work closely with MetroNet to complete their build as quickly as possible with minimal disruptions.

Mayor Connelly stated that many companies have asked that the City build the infrastructure so it is exciting that MetroNet is able to come into the community and build with their own private investment.

City Attorney McGirt stated that both sides agreed to merge the excavation agreement. He noted that the City's outside counsel, Gabriel Dusablong with Cauley Pridgen, was on the call and available for questions. He stated that the City has a solid agreement that protects the City's agreement.

Council Member Litchfield made a motion to approve the agreement. Council Member Daniels seconded the motion and it was unanimously carried.

### **City Manager's Report**

City Manager Wall advised the City Council that this year's Planning Session could be condensed down to one day, Friday, January 22, from 4:00 p.m. – 7:00 p.m. She recommended that the City Council amend their schedule to cancel their Saturday, January 23, 2021 meeting.

Council Member Meyerhoeffer made a motion to amend the City Council's calendar to cancel the Saturday, January 23, 2021, meeting. Council Member Daniels seconded the motion and it carried unanimously.

### **Comments from the Mayor and City Council**

The Mayor and City Council advised the community to check out the many events planned next week to commemorate Martin Luther King, Jr. day. They noted that the students were returning back to the community and asked that everyone help welcome them back.

(ADDED) Citing §143-318.11(a)(4), City Attorney McGirt advised the Council to enter Closed Session. Council Member Daniels made a motion to enter into closed session. Council Member Smiley seconded the motion and it carried unanimously.

### **Recess**

Coming out of closed session, Council Member Daniels made a motion to recess the meeting to Tuesday, January 19, at 5:30 p.m. Council Member Meyerhoeffer seconded the motion and it carried unanimously.

### **Reconvene**

The City Council reconvened its meeting electronically using Zoom on Tuesday, January 19, at 5:30 p.m. Council Members present included Mayor P.J. Connelly, Council Member Monica



Daniels, Council Member Will Bell, Council Member Rick Smiley, Council Member William Litchfield, Jr., and Council Member Brian Meyerhoeffer, Jr. Mayor Pro-Tem Glover was absent.

The State implemented rules of procedure for electronic meetings during declared States of Emergency. Public bodies are required to accept input on public hearing items up to 24 hours after public hearings are held. Those that were interested in submitting their comments to the City Council after public hearings held on Thursday, January 14, 2021, were instructed to email their comments to [publicinput@greenvillenc.gov](mailto:publicinput@greenvillenc.gov). The City Council did not receive any comments for any of the public hearings held at its January 14, 2021, meeting.

The City Council took the following action:

2. ORDINANCE TO ANNEX HAPPY TRAILS FARMS, LLC PROPERTY INVOLVING 0.227 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF THE SOUTHWEST BYPASS AND 300 +/- FEET SOUTH OF STATONSBURG ROAD – *PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.*; UNANIMOUSLY APPROVED

Council Member Daniels made a motion to approve the ordinance. Council Member Smiley seconded the motion and it carried unanimously.

3. ORDINANCE REQUESTED BY P.B. BUILDERS, LLC TO REZONE 15.072 ACRES LOCATED ON THE EASTERN SIDE OF DICKINSON AVENUE SOUTH OF THE INTERSECTION OF DICKINSON AVENUE AND SPRING FOREST ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6 (RESIDENTIAL [HIGH DENSITY]) – *PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.* ; UNANIMOUSLY APPROVED

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

4 ORDINANCE REQUESTED BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT TO AMEND TITLE 9, CHAPTER 4 OF THE CITY CODE TO MAKE SIX (6) AMENDMENTS TO THE ZONING ORDINANCE, SPECIFICALLY 1). ADD “10 (II) GROCERY STORE” TO THE TABLE OF USES AS A PERMITTED USE IN THE FOLLOWING ZONES: CN, ND, CDF, CG, CH, MCG, MCH; 2). REDUCE THE SEPARATION DISTANCE OF ACCESSORY STRUCTURES FROM 10 FEET TO 5 FEET; 3). CLARIFY SETBACK REQUIREMENT FOR RESIDENTIAL POOLS BY ADDING “NO POOL STRUCTURE, INCLUDING ASSOCIATED DECKS AND CONCRETE APRONS SHALL BE LOCATED NEARER THAN 5; FROM A SIDE AND/OR REAR PROPERTY LINE.”; 4). ADD “12(E) BUILDING SUPPLY; LUMBER AND MATERIALS SALES, PLUMBING AND/OR ELECTRICAL SUPPLY EXCLUDING OUTDOOR STORAGE” AS A





PERMITTED USE IN THE FOLLOWING ZONES: IU, I, PIU, AND PI; 5)REDUCE THE STANDARD FOR ILLUMINATED SIGNS FROM SWITCHING EVERY 60 MINUTES TO SWITCHING EVERY 60 SECONDS; AND 6). ADD “12(D) BUILDING SUPPLY; LUMBER AND MATERIALS SALES, PLUMBING AND/OR ELECTRICAL SUPPLY EXCLUDING OUTSIDE STORAGE” AS A SPECIAL USE IN THE CH (HEAVY COMMERCIAL) ZONING DISTRICT – *PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.*; UNANIMOUSLY APPROVED

Council Member Meyerhoeffer made a motion to approve the ordinance. Council Member Smiley seconded the motion and it carried unanimously.

5. ORDINANCE REQUESTED BY MAURICE AND DRUCILLA YORK TO DESIGNATE THE J.B. CHERRY & COMPANY – FRANK WILSON OFFICE BUILDING, LOCATED AT 106 EAST 4<sup>TH</sup> STREET AND FURTHER IDENTIFIED AS PITT COUNTY PARCEL NUMBER 25337, AS A LOCAL HISTORIC LANDMARK – *PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.*; UNANIMOUSLY APPROVED

Council Member Daniels made a motion to approve the ordinance. Council Member Meyerhoeffer seconded the motion and it carried unanimously.

6. RESOLUTION TO AMEND AN ECONOMIC DEVELOPMENT AGREEMENT WITH GROVER GAMING, INC. – *PUBLIC HEARING HELD ON JANUARY 14, 2021 AND RECESSED TO JANUARY 19, 2021 AT 5:30 P.M.*; UNANIMOUSLY APPROVED

Motion was made by Council Member Smiley to approve the resolution. Council Member Daniels seconded the motion and it carried unanimously.

**Adjournment**

Council Member Bell moved to adjourn the meeting. The motion was seconded by Council Member Smiley. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 5:45 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk





# City of Greenville, North Carolina

Meeting Date: 02/08/2021

---

**Title of Item:** Municipal Agreement with the North Carolina Department of Transportation for the BUILD Project

**Explanation:** The BUILD Project includes seven greenway/multi-use path and streetscape projects. Two of the streetscape projects, West 5<sup>th</sup> Street Streetscape Phase II and Phase III, will construct improvements from Cadillac Street to Pitt Street. The portion of West 5<sup>th</sup> Street from Cadillac to Albemarle Avenue is maintained by the North Carolina Department of Transportation (NCDOT).

During development of the BUILD Grant application, NCDOT agreed to provide funding for resurfacing work along the portion of West 5<sup>th</sup> Street that they maintain. This work will be accomplished as part of the Phase II and Phase III streetscape projects. The attached municipal agreement formalizes NCDOT's commitment of funds to the City for resurfacing work on Phases II and II of the BUILD Project.

The City's Streetscape Master Plan also includes certain improvements, or betterments, beyond typical NCDOT scopes to improve this section of West 5<sup>th</sup> Street as an NCDOT project. Betterments that may be incorporated into the design of Phases II and III include but are not limited to brick paver crosswalks and brick neighborhood markers identifying the neighborhoods along the West 5<sup>th</sup> Street corridor. In order for these betterments to be constructed within NCDOT right-of-way the City must commit to maintain them. The attached agreement identifies the proposed betterments and formalizes the City's maintenance commitment.

**Fiscal Note:** The City will be reimbursed by NCDOT up to \$190,000 for resurfacing work as noted.

**Recommendation:** Approve the municipal agreement with NCDOT to formalize their commitment of funds in an amount up to \$190,000 for the work of resurfacing on Phases II and III of the BUILD Project and to acknowledge the City's commitment to maintain betterments to be constructed with the two projects.

---

ATTACHMENTS

 [agreement 9381.pdf](#)

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE  
AGREEMENT**

PITT COUNTY

DATE: 2/3/2021

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 2CR.PE

CITY OF GREENVILLE

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

**WITNESSETH:**

WHEREAS, the Municipality is the recipient of a USDOT BUILD (Better Utilizing Investments to Leverage Development) Grant for the Transportation Access, Safety and Connectivity (TASC) Investment Project for comprehensive multimodal improvements of vehicular, pedestrian and bicycle infrastructure improvements in Greenville, Pitt County; and

WHEREAS, the Municipality will be a direct recipient of Federal BUILD Grant funds and the Department will not administer those funds; and

WHEREAS, the Department has agreed to participate in the construction costs of Phase II and Phase III of the TASC Project for the roadway rehabilitation and realignment improvements of West 5<sup>th</sup> Street within the TASC project corridor; and

WHEREAS, the Department has committed to provide up to of \$190,000 in State Maintenance funds towards Phase II and Phase III, as more fully described in this agreement; and

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24) and (27), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and

WHEREAS, the Department and the Municipality have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

## **SCOPE OF PROJECT**

1. The TASC Project consists of roadway reconstruction, realignment and intersection upgrades of West 5th Street to include the construction of two roundabouts at misaligned intersections; construction of new off-street multi-use paths to provide crucial non-vehicular connections; upgrading an existing sidewalk to a multi-use path; converting an abandoned rail spur and rail wye into two new multi-use paths to extend an existing greenway west and south to provide a parallel non-vehicular facility to the north of West 5th Street, creating two new termini.
2. The Department is participating in two of the seven segments of the TASC Project: West 5<sup>th</sup> Street, Phase II and III, which consists of roadway reconstruction, realignment and intersection upgrades, bicycle and pedestrian improvements to include ADA compliant sidewalks on both sides of the street, enhanced pedestrian safety lighting, brick paver crosswalks and dedicated bicycle lanes, hereinafter the "Project", a portion of two of seven segments.

## **PLANNING AND DESIGN**

3. The Municipality, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project.
4. The Municipality shall prepare, or cause to be prepared, plans and specifications for the Project, and shall obtain encroachment agreements for work occurring within the Department's right of way.

## **UTILITIES**

5. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of connections, at no expense or liability to the Department. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. The installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest Policies And Procedures For Accommodating Utilities On Highway Rights-Of-Way, and such revisions and amendments thereto as may be in effect at the date of this agreement.

## **RIGHT OF WAY**

6. The Municipality, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the Municipality will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines and statutes.

The Municipality shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) unless otherwise approved by the Department. The Municipality shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

## **CONSTRUCTION**

7. The Municipality shall construct, or cause to be constructed, the Project in accordance with the encroachment agreement.

## **FUNDING**

8. Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Construction costs up to a maximum amount of \$190,000 for the portions of the TASC project that include West 5<sup>th</sup> Street,

Phases II and III. All costs that exceed this amount shall be borne by the Municipality. Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.

- A. The Municipality may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the Municipality certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.
- B. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp). Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 ([http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
- C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" ([http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)), the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.
- D. The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.
- E. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.

- F. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
- G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.

## **TRAFFIC**

- 9. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, the latest edition of the “Policy on Street and Driveway Access to North Carolina Highways”, and maintained and controlled by the Department upon completion of the Project.

## **MAINTENANCE**

- 10. Upon completion of the project, only those improvements that are within state owned right of way shall be considered on the State Highway System and owned and maintained by the Department. The Department shall maintain approximately 0.5 miles of West 5<sup>th</sup> Street from Memorial Drive to Albemarle Street/Elizabeth Street.
- 11. The Municipality shall be responsible for maintaining all other portions of West 5<sup>th</sup> Street within the TASC project corridor to include all betterments. The proposed betterments are listed below but may not represent an all-inclusive list:
  - Brick pavers around the 2 roundabout areas
  - Decorative brick crosswalks
  - Enhanced landscaping around the 2 roundabouts
  - Decorative poles for street/pedestrian level lighting and street signs consistent with those used closer to Memorial
  - Brick neighborhood markers similar to those closer to Memorial and those built with 10<sup>th</sup> Street Connector
  - Bus shelter(s) consistent with those closer to Memorial (near Nash Street)
  - Public Art consistent with the Emerald Loop Vision Plan

## **ADDITIONAL PROVISIONS**

- 12. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit

discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

13. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
14. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Municipality certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
15. The Municipality shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Municipality or any entity performing work under contract with the Municipality.
16. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the Municipality costs which exceed the total funding for this Project.
17. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.
18. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
19. If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.



20. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
21. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
22. Where the Department determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department reserves the right to deduct monies from the Municipality's Powell Bill Fund. Such determination shall be made, either by audit and/or inspection of books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs, not to be in compliance with the terms of this Agreement or in the event of non-payment by the Municipality.
23. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).
24. IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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

L.S. ATTEST:

CITY OF GREENVILLE

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_  
Remittance Address:

City of Greenville

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_



# City of Greenville, North Carolina

Meeting Date: 02/08/2021

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**Title of Item:** Resolution declaring certain Police equipment as surplus and authorizing its disposition to Pitt Community College Law Enforcement Training

**Explanation:** The Pitt Community College Law Enforcement Training unit is in need of equipment to outfit vehicles used in their daily training unit. The Greenville Police Department (GPD) has ten (10) roof-mounted strobing blue lights and one (1) set of interior front and rear blue lights in surplus and requests to relinquish this equipment, at no cost, to the Pitt Community College Law Enforcement Training unit. The light bars are obsolete and will serve no purpose to vehicles in GPD's current fleet. Sharing this equipment with PCCLE unit will allow GPD to remove these items from surplus while at the same time assist a sister Pitt County agency. A resolution is attached for your consideration.

**Fiscal Note:** It is anticipated that minimal funds would be received from the sale of these items through surplus property. It is recommended instead that these items be given to the Pitt Community College Law Enforcement Training unit as is allowable when dealing with surplus property between municipal agencies. There will be no expenditure associated with this transfer.

**Recommendation:** Staff recommends approval to relinquish ownership of ten (10) roof-mounted strobing blue lights and one (1) set of interior front and rear blue lights to the Pitt Community College Law Enforcement Training unit for official use.

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## ATTACHMENTS

 [Resolution\\_Light\\_Bars\\_to\\_PCC LET.pdf](#)

RESOLUTION NO. \_\_\_\_\_-21

RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSITION TO PITT COMMUNITY COLLEGE LAW ENFORCEMENT TRAINING

WHEREAS, the Greenville Police Department has determined that certain property is surplus to the needs of the City of Greenville;

WHEREAS, Pitt Community College Law Enforcement Training can put this property to use and is in need of assistance in equipping emergency vehicles with appropriate emergency equipment, specifically roof-mounted and interior mounted “blue lights;”

WHEREAS, North Carolina General Statute 160A-274 permits City Council to authorize the disposition, upon such terms and conditions it deems wise, with or without consideration, of real or personal property to another governmental unit;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the hereinafter described property is declared as surplus to the needs of the City of Greenville and that said property shall be conveyed to Pitt Community College Law Enforcement Training for use until such time as it is no longer serviceable, said property being described as follows:

Ten (10) Roof-Mounted Strobing Blue Lights  
One (1) Set of Interior Front and Rear Blue Lights

This the 8th day of February, 2021.

\_\_\_\_\_  
P.J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

1128737



# City of Greenville, North Carolina

Meeting Date: 02/08/2021

---

**Title of Item:** Contract award to Kimley-Horn and Associates for the design of bridges, boardwalks, and an observation tower at Wildwood Park

**Explanation:** Wildwood Park, the City's new adventure park located along the northern banks of the Tar River, south of Old Pictolus Road, is in the process of being developed into an amazing recreational facility. First phase improvements, which begin in February 2021, will be completed in late spring 2021. The first phase will include parking, constructing a natural surface trail around a portion of the existing pond, beach access, and a floating dock for kayaks and smaller boats.

The design contract being considered will address many of the proposed amenities planned for phase two of the project. Included in the list of amenities being designed are boardwalks and bridges that will connect the natural surface trail being constructed in phase one. This will create a trail throughout the park which will connect future amenities as well. Also included in the scope of work is the design, permitting, and probable cost estimates for an observation tower, canopy walks, and a fishing pier.

In addition, the City acquired 184 acres of land on the opposite side of Highway 264 on February 1, 2021. With the extension of the River Park North primitive trail in August 2020, this acquisition will allow the opportunity to connect the two parks via boardwalks, small bridges, and various trails. The design of these connection trails is also included in the scope of work of the proposed contact.

Staff published a Request for Qualifications in November 2020 for a firm to provide design services related to the planned phase two amenities of Wildwood Park. After evaluation of the submittals, staff selected Kimley-Horn and Associates as the most qualified firm. Kimley-Horn has extensive greenway experience and is currently working with the City on Phase 3 of the South Tar River Greenway.

The design work proposed will begin in late February and is expected to take 9-12 months and will include all permitting for the beforementioned amenities. During the design, City staff will receive probable cost estimates for each component beginning at the 30% schematics review. Once 95% of construction documents are complete, staff will evaluate the overall project to determine next steps for construction.

**Fiscal Note:** The proposed fees for the design services contract with Kimley-Horn and Associates, Inc. is set to not exceed \$545,000.00 and is part of the Council-Adopted Fiscal Year 2020-21 Budget. This contract amount includes \$30,000.00 in Design Contingency.

**Recommendation:** Approve the contract with Kimley-Horn and Associates, Inc. for the design services related to boardwalks, bridges, fishing pier, canopy walks, and an observation tower at Wildwood Park.

---

#### ATTACHMENTS

-  [KH SOQ Greenville Wildwood Park Elevated Walkways and Tower.pdf](#)
-  [Design Services Contract, RFQ, and Scope of Work](#)

Statement of Qualifications

City of Greenville  
**Wildwood Park  
Elevated Walkways  
and Tower**



Prepared for:

Prepared by:

**Kimley»»Horn**



December 8, 2020

Mark Nottingham, Parks Planner  
City of Greenville  
Recreation and Parks Department  
2000 Cedar Lane  
Greenville, NC 27858

Kimley-Horn  
421 Fayetteville Street  
Suite 600  
Raleigh, NC 27601  
919 677 2000

RE: Request for Qualifications, Wildwood Park Elevated Walkways and Tower

Dear Mr. Nottingham and Members of the Selection Committee:

Congratulations on the City’s recent acquisition of this beautiful parcel along the Tar River to establish an adventure park. This is an exciting opportunity to be a part of the next phase for Wildwood Park by completing the loop trail and providing an opportunity for citizens to experience both the riverbank’s environment and surrounding natural tree canopy through the proposed boardwalks, bridge, and observation tower. The City needs a professional design team with extensive park and trail planning experience, local knowledge and expertise, and diverse resources to deliver a creative, constructible design—Kimley-Horn is that partner, and we have assembled a design team that will provide you consistent, high-quality service.

As you review our qualifications, please consider the advantages our team offers you:

**Regional Specialists with Local Roots.** With Kimley-Horn, the City gets the strength of a national firm combined with local expertise. Our park planners, landscape architects, civil and structural engineers, and environmental scientists shown in this proposal are locally based in our Raleigh office. We have partnered with **Rivers & Associates** to bring a direct knowledge of the project site and a broad understanding of the Greenville area. Additionally, **in situ Studio**, a Raleigh-based architecture studio, will be on our team to design the proposed observation tower and tree house. This carefully assembled team combines diverse talents and a shared passion for the development of creative solutions.

**Collaborative Approach.** Kimley-Horn excels at assisting our clients manage complex projects. Our design team was built on collaboration and attributes project success to developing a tailored approach that will engage you and your community’s stakeholders.

**Proven Track Record.** For more than 53 years, Kimley-Horn has provided exceptional client service for municipal and private clients. Our team of professionals have experienced in recreational design throughout the Southeast. This experience will bring value to the City with our ability to leverage past successful project outcomes. In particular, our recent completion of the South Tar River Greenway design, Town Creek Culvert, and 10th Street Connector for the City.

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.

At this time, we do not have any exceptions to the RFQ. Thank you for reviewing our statement of qualifications. We are excited for the City and this opportunity to be a part of the adventure for years to come at Wildwood Park.

The undersigned has the authority to submit this SOQ on behalf of Kimley-Horn & Associates, Inc. in response to the City of Greenville RFQ for Wildwood Park Elevated Walkways and Tower.

Sincerely,  
KIMLEY-HORN

Brandon White, PLA, ASLA | Project Manager  
brandon.white@kimley-horn.com | 919 653 2928

Dan Robison, P.E., CFM | Principal-in-Charge | Authorized Signer  
Dan.Robinson@kimley-horn.com | 919 677 2178



## TAB 1 - PROJECT TEAM

### a.) Legal Entity

#### Legal Entity

Kimley-Horn and Associates, Inc.

#### Company Headquarters and Local Office Location

Kimley-Horn is headquartered in Raleigh, NC. This office location will also serve as our local office for providing services on this project. 421 Fayetteville Street, Suite 600, Raleigh, NC 27601

#### Type of Business

Kimley-Horn is a privately held, employee-owned corporation Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc. Associates Group Services, Inc. is wholly owned by APHC, Inc. APHC, Inc. is owned by over 550 individual Kimley-Horn employees. No one individual has 5% or more ownership.

#### State of Incorporation

North Carolina

#### Name and Title of Person Authorized to Enter into an Agreement

Dan Robinson, P.E., CFM | Principal-in-Charge  
 dan.robinson@kimley-horn.com | 919 677 2178

### b.) Primary Contact

Brandon White, PLA, ASLA will serve as your project manager and primary contact for this project. Brandon brings 23 years of landscape architecture and greenway design experience for public and private clients throughout the Southeast. Details for additional assigned staff can be found on pages 5-11.

**Phone:** 919 653 2928

**Email:** brandon.white@kimley-horn.com

### c.) Subconsultant Information

Firm Name	Office Location	Contact Person and Phone Number	Services to be Provided
in situ Studios Inc.	704 N Person Street Raleigh, NC 27604	Matthew Griffith, AIA 919 397 3949	Architectural Design
Falcon Engineering Inc.	1210 Trinity Road, Suite 110 Cary, NC 27613	Jeremy Hamm, P.E. 919 871 0800	Geotechnical
Land Management Group	3805 Wrightsville Avenue Suite 15 Wilmington, NC 28403	Paul Farley 910 452 0001	Wetland Delineation
Rivers & Associates Inc.	107 East Second Street Greenville, NC 27835	Marvin E. (Mark) Garner, Jr., AICP, ASLA 252 752 4135, Ext. 204	Survey and Civil Support
Hollins Construction Services Inc.	3650 Rogers Road, Suite 320 Wake Forest, NC 27587	Tony Hollins 919 761 3937	Cost Estimations
Barlett Tree Experts	5808 Triangle Drive Raleigh, NC 27617	Robert Hathfield 919 782 7803	Arborist
Terracon Consultants Inc.	314 Beacon Drive I Winterville, NC 28590	Carl Bonner, P.E., 252 353 1600	Construction Materials Testing (CMT)

**d.) Organizational Chart**



**Principal-in-Charge**

**Dan Robinson, P.E., CFM**

**Project Manager**

**Brandon White, PLA, ASLA**

**Subconsultants**








- 1 in situ Studios Inc.
  - 2 Falcon Engineering Inc.\*
  - 3 Land Management Group
  - 4 Rivers & Associates Inc.
  - 5 Hollins Construction Services Inc.\*
  - 6 Bartlett Tree Experts
  - 7 Terracon Consultants Inc.
- \*denotes MBE/WBE firm*



**e.) Professional and Technical Experience, Background, Qualification, and Licensing**

**Technical Experience, Background, and Qualifications**

We believe our team’s experience aligns well with the needs of the City for the Wildwood Park project. Relevant experience is listed on each team member’s resume on the pages that follow. The matrix below provides some additional understanding of the greenway/multiuse trail projects shown on staff resumes to help emphasize how our experience would be advantageous to the City. Projects listed in the matrix are highlighted in blue on individual resumes.

Greenway/Multiuse Trail Project	Client	Project Length (Miles)	Structures 	ROW Coordination 	Utility Corridors 	Steep Terrain 	Stream Modeling 	Grant/Federal Funding 	Evaluated Alignment Alternatives 
C-5164, Smith and Sanford Creek Greenway	Town of Wake Forest	3.4	•	•	•	•	•	•	•
EB-4996, Green Mill Run Greenway, Phase 2	City of Greenville	1.5	•	•	•	•	•	•	•
C-5604IB, White Oak Creek Greenway	Town of Cary	0.6	•	•	•	•	•	•	•
C-5604FA, Beaverdam Creek Greenway	Town of Zebulon	1.3		•	•	•	•	•	•
EB-5011, Bearskin Creek Greenway	City of Monroe	2.0	•	•	•	•	•	•	•
EB-5121B, EB-5118CA, and EB-5544, Cross-City Trail, Phases II, III, and IIIIE	City of Wilmington	3.2	•	•			•	•	•
EB-5508, New Hope Road Multiuse Path	City of Goldsboro	0.8	•	•	•	•		•	
EB-5539, South Tar River Greenway, Phase 3	City of Greenville	1.5	•	•	•	•	•	•	•
EB-5837, Third Fork Creek Trail	City of Durham	1.7	•	•	•	•	•	•	•
EB-6021, Beaver Creek Greenway, Phases 1, 1A, and 2	Town of Apex	1.3	•		•	•	•	•	•
EB-6037C, Downtown Greenway Phase 4	City of Greensboro	1.3	•	•	•	•	•	•	•
EL-5100OB, Clayton Pedestrian Connector	Town of Clayton	2.2	•	•	•	•	•	•	•
U-4726DC/DE, Bolin Creek Greenway, Phase 1A and 1B	Town of Carrboro	0.9	•	•	•	•	•	•	•
Blue Ridge Road Widening	City of Raleigh	2.1	•	•	•	•	•		
Dunn Creek Greenway, Phase 3	Town of Wake Forest	2.0	•	•	•	•	•		•
NC Veterans Park, Freedom Trail, Phases 1 and 2	City of Fayetteville	0.5	•			•	•		
Ailey Young Park Improvements	Wake Forest, NC	0.2	•				•	•	•
Rosengarten Greenway Trail and Stream Restoration	City of Raleigh	0.4	•	•		•	•		•

**Professional Licensing/Certification of the Firm: North Carolina**

Secretary of State: 0080648

Board of Examiners for Engineers and Surveyors - Eng: F-0102

Board of Landscape Architects: C-139

Board for Licensing of Geologists: C-331

## f.) Resumes

Detailed resumes of all team members assigned to this project including sub-consultants can be found on pages 5-11.



Professional  
Credentials

Bachelor of  
Landscape  
Architecture,  
University of  
Georgia, 1997

PLA in NC, FL,  
GA, and SC

American Society  
of Landscape  
Architects

### Brandon White, PLA, ASLA

#### Project Manager

Brandon has 23 years of landscape architecture experience serving public and private clients throughout the Southeast. He collaborates with project teams on planning and design for greenways, commercial and municipal developments, streetscapes, and transportation projects.

#### Relevant Experience

- South Tar River Greenway, Greenville, NC
- Smith and Sanford Creek Greenway, Wake Forest, NC
- White Oak Creek Greenway/MacArthur to Davis Drive, Cary, NC
- Dunn Creek Greenway, Phase III, Wake Forest, NC
- Rosengarten Greenway Trail and Stream Restoration, Raleigh, NC
- Ailey Young Park Improvements, Wake Forest, NC
- Downtown Greenway Phase IV and A & Y Greenway Feasibility Study and Design, Greensboro, NC
- Freedom Trail, Phase I and Phase II, Fayetteville, NC
- Walnut Creek Athletic Complex Renovations, Raleigh, NC
- Wake Forest Reservoir Park Improvements, Wake Forest, NC
- Comprehensive Wayfinding Plan for Parks and Greenways, Wake Forest, NC
- Smith Creek Greenway at Ligon Mill Road, Parking and Trailhead Design, Wake Forest, NC
- Walnut Street Pedestrian and Traffic Improvements, Cary, NC

Kimley»Horn



Professional  
Credentials

B.S.,  
Environmental  
Engineering, NC  
State University,

P.E. in NC

Certified  
Floodplain  
Manager

### Dan Robinson, P.E., CFM

#### Principal-in-Charge

With 24 years of experience, Dan is one of Kimley-Horn's most experienced stormwater professionals. He specializes in stormwater infrastructure improvement designs, municipal roadway improvements, and stand-alone stormwater capital improvements.

#### Relevant Experience

- EB-5539, South Tar River Greenway, Phase 3B, Greenville, NC
- EB-4996, Green Mill Run Greenway, Phase 2, Greenville, NC
- Town Creek Culvert Outfall Improvements, Greenville, NC
- U-3315, 10th Street Connector, Greenville, NC
- U-5606, Dickinson Avenue Streetscape Improvements, Greenville, NC
- Rosengarten Greenway Trail and Stream Restoration, Raleigh, NC
- EB-5121B and EB-5118, Gary Shell Cross-City Trail Design Services, Phases II and IIIA, Wilmington, NC
- C-5604FA, Beaverdam Creek Greenway, Phase 1 Services, Zebulon, NC
- Hillsborough Street Improvements, Phase II, Raleigh, NC
- Franklin Street Streetscape Improvements, Wake Forest, NC
- Bonnie Doone Drainage Improvements, Fayetteville, NC

Kimley»Horn



Professional  
Credentials

M.S., Civil  
Engineering, NC  
State University,  
2006

B.S., Civil  
Engineering, NC  
State University,  
2003

P.E. in NC, GA,  
MI, MN, NJ, SC,  
TN, TX, and VA

## Seth Denney, P.E.

### Structural Design and Engineering Lead

Seth has 16 years of structural engineering experience. He has designed and managed projects across the U.S. that include pedestrian bridges, roadway, railroad, culverts, retaining walls, and parking structures. Seth's work has focused primarily on bridges, specifically prestressed.

#### Relevant Experience

- EB-6037C, Greenway Phase 4 and A & Y Greenway Feasibility Study and Design, Greensboro, NC
- EB-5539, South Tar River Greenway, Phase 3, Greenville, NC
- B-5156, NC 210 Bridge Replacement Over Long Creek, Long Creek, NC
- East Carolina University (ECU) Family Medicine Complex Tunnel, Greenville, NC
- Federal Highway Administration (FHWA) Eastern Federal Lands Highway Division (EFLHD), Georgetown Pike Footpath Feasibility Study, Fairfax County, VA
- Memorial Drive Bridge Gas Main Relocation, Greenville, NC
- NCDOT, 2020 Planning and Design Engineering Services Consultant and General Engineering Services Consultant Limited Services Contract, Statewide, NC
- B-5417, South Dogwood Trail over Snow Goose Canal Bridge Replacement, Southern Shores, NC
- UNC-Chapel Hill, Bell Tower Parking Deck and Pedestrian Bridge, Chapel Hill, NC
- B-5534, Bridge 82 over Burnt Coat Creek, Duplin, NC



Professional  
Credentials

M.S., Civil  
Engineering, NC  
State University,  
2015

B.S., Civil  
Engineering, NC  
State University,  
2013

P.E. in NC

## Clay Poole, P.E.

### Structural Design and Engineering

Clay has five years of structural engineering experience, focused on designing plans and specifications. He has designed and coordinated hard bid and design-build projects across the U.S. comprising roadway, railroad, and pedestrian bridges; culverts; and retaining walls.

#### Relevant Experience

- EB-6021, Apex Beaver Creek Greenway Kelly Park to Apex Nature Park, Apex, NC
- Ailey Young Park Dam Improvements, Wake Forest, NC
- Rosengarten Greenway Trail and Stream Restoration, Raleigh, NC
- Dunn Creek Greenway, Wake Forest, NC
- Central College Trail, Wilmington, NC
- C-4928, Morreene Road Bike Lanes (SW-47), Durham, NC
- Chastain Park Amphitheater, Atlanta, GA
- County Street Parking Deck, Portsmouth, VA
- Blue Ridge Road Widening, Raleigh, NC
- Kemps Lake Water Quality Retrofit, Virginia Beach, VA
- Live Nation Master Services Agreement, various locations nationwide, US
- B-5301, Bridge 87 over Norfolk Southern Railroad, Grimesland, NC
- B-5534, Bridge 82 over Burnt Coat Creek, Duplin, NC
- The Home Depot Backyard at Mercedes-Benz Stadium (fka Green Lot), Atlanta, GA







## Matt Gross, PLA, ASLA

### Landscape Architecture Lead



Matt is a landscape architect with six years of experience. He brings innovation and intentionality to each project, ensuring both clients and end users have a meaningful experience. Matt's projects engage the public and contribute to the overall health of their communities.

#### Relevant Experience

- C-5604FA, Zebulon Beaverdam Creek Greenway, Phase 1 Services, Zebulon, NC
- Parks and Recreation Comprehensive Master Plan, Rolesville, NC\*
- Parks and Recreation Master Plan, High Point, NC\*
- Recreation and Parks Comprehensive Plan, Elon, NC\*
- Parks and Recreation Master Plan, Jamestown, NC\*
- Parks, Recreation and Greenways Master Plan, Chatham County, NC\*
- Parks, Recreation, and Cultural Resources and Greenways Comprehensive Plan, Garner, NC\*
- Lassiter Mill Greenway Planning and Design, Raleigh, NC\*
- Four Mile Creek Greenway Planning + Design, Mecklenburg County, NC\*
- McAlpine Greenway Planning + Design, Mecklenburg County, NC\*
- Durham Beltline Inventory + Analysis, Durham, NC\*

\* Project completed prior to joining Kimley-Horn

#### Professional Credentials

B.S., Landscape Architecture, Mississippi State University, 2013

PLA in NC

American Society of Landscape Architects



## Nick Kuhn, PLA, ASLA, CPRP

### Landscape Architecture



Nick has extensive experience in providing planning services to numerous public agencies nationwide. He specializes in the planning and design of livable and sustainable communities through the strategic planning and design of the public realm.

#### Relevant Experience

- Nettles Park Expansion, City of Clemson, SC
- Horizon West Regional Park, Orlando, FL\*
- Cape Coral Neighbourhood Parks (7 parks), Cape Coral, FL\*
- Trinity Road Pedestrian Underpass, Raleigh, NC\*
- Five Points Plaza, Charlotte, NC\*
- Trades Street Underpass, Charlotte, NC\*
- Enka Heritage Greenway Feasibility Study, Buncombe County, NC\*
- River Road Greenway Feasibility Study, Buncombe County, NC\*
- St. Petersburg, FL Downtown Waterfront Master Plan\*
- Pocket Parks (Shenandoah, Swannanoa, Silver Bluff and 27th Ave. Dog Park) Miami, FL\*
- Morningside Park, Miami, FL\*
- Winston-Salem Bicycle Master Plan, Winston-Salem, NC\*

\* Project completed prior to joining Kimley-Horn

#### Professional Credentials

MLA, NC State University, 2020

B.S., Landscape Architecture, The Ohio State University, 2005

PLA in NC, FL, and SC

Certified Parks and Recreation Professional

American Society of Landscape Architects



Professional  
Credentials

B.S., Civil  
Engineering,  
Pennsylvania  
State University,  
2003

A.S.,  
Architectural  
Technology,  
Pennsylvania  
College of  
Technology, 1996

P.E. in NC, SC,  
and FL

## John Kuzenski, P.E.

### Site Civil

John has 18 years of experience specializing in civil engineering design, including land development, utility coordination and design, erosion control, and stormwater management. He is proficient in the use of PondPack, StormCAD, Flowmaster, AutoCAD, and Civil 3D.

#### Relevant Experience

- Thomas Foreman Park, Outdoor Aquatic Facility, Greenville, NC
- Ailey Young Park Dam Improvements, Wake Forest, NC
- C-5164, Smith and Sanford Creek Greenway, Wake Forest, NC
- Moore Square Park Design and Implementation, Raleigh, NC
- Trailhead and Greenway Improvements, Wake Forest, NC
- Holding Park Aquatic Center, Wake Forest, NC
- Moore Square Park Design and Implementation, Raleigh, NC
- Western Regional Sewer System Improvements, Jacksonville, NC
- Wake Technical Community College, Northern Wake Campus Success Way Extension and Parking Decks, Raleigh, NC
- Fort Bragg Residential Communities Initiative, Linden Oaks Community, Fort Bragg, NC
- First Citizens Bank, SC, TN, FL, TX, NC, VA, WA
- Financial Institution Campus and Parking Deck, Research Triangle Park, NC
- Bainbridge at Six Forks Multifamily Development, Raleigh, NC

Kimley»Horn



Professional  
Credentials

B.S., Civil  
Engineering,  
Oregon State  
University, 2001

P.E. in NC, GA,  
SC, and TN

## Tom Gray, P.E.

### Stream Modeling

Tom has 17 years of civil and environmental engineering experience involving hydraulics, hydrology, and environmental remediation. Tom specializes in FEMA flood map modernization, flood studies, letters of map revision, and stormwater studies

#### Relevant Experience

- EB-4996 and EB-5129, Green Mill Run Greenway/Bikeway, Phase 2, Greenville, NC
- Town Creek Culvert, Greenville, NC
- EB-5539, South Tar River Greenway, Phase 3 Greenville, NC
- EB-6021, Apex Beaver Creek Greenway Kelly Park to Apex Nature Park, Apex, NC
- U-4726DE, Bolin Creek Greenway, Phase 1B, Carrboro, NC
- C-5164, Smith and Sanford Creek Greenway, Wake Forest, NC
- Dunn Creek Greenway, Wake Forest, NC
- C-5604FA, Zebulon Beaverdam Creek Greenway, Phase 1 Services, Zebulon, NC
- EB-6037C, Greenway Phase 4 and A & Y Greenway Feasibility Study and Design, Greensboro, NC
- EB-5011, Bearskin Creek Greenway, Monroe, NC
- Rosengarten Greenway Trail and Stream Restoration, Raleigh, NC
- North Carolina Zoological Park Stormwater Design, Asheboro, NC
- EL-5100OB, Clayton Community Center Pedestrian Connector, Clayton, NC

Kimley»Horn



Professional  
Credentials

B.S.,  
Environmental  
Technology, NC  
State University,  
2011

Professional  
Wetland Scientist

## Jason Hartshorn, PWS

### Environmental Permitting Peer Review

Jason bring eight years of experience in GPS and GIS technologies; geospatial data collection and management; stream, wetland, and riparian buffer delineation and permitting; and rare, threatened, and endangered species habitat assessment and surveys.

### Relevant Experience

- Greenville BUILD Grant Projects, Greenville, NC
- Greenville Utilities Commission, Memorial Drive Bridge Gas Main Relocation, Greenville, NC
- EB-4996 and EB-5129, Green Mill Run Greenway/Bikeway, Phase 2, Greenville, NC
- EB-5539, South Tar River Greenway, Phase 3, Greenville, NC
- Ailey Young Park Dam Removal and Stream Restoration, Wake Forest, NC
- C-5164, Smith and Sanford Creek Greenway, Wake Forest, NC
- Dunn Creek Greenway, Wake Forest, NC
- B-6037C, Greenway Phase 4 and A & Y Greenway Feasibility Study and Design, Greensboro, NC
- C-5604FA, Zebulon Beaverdam Creek Greenway, Phase 1 Services, Zebulon, NC
- EB-5721, Fordham Boulevard Multiuse Path Design, Chapel Hill, NC
- EB-5508, New Hope Road Multiuse Path Extension, Goldsboro, NC
- Central College Trail, Wilmington, NC



Professional  
Credentials

Masters of  
Architecture,  
Urban Design, NC  
State University,

B.S.,  
Mathematics,  
Davidson College

American Institute  
of Architects

## Matthew Griffith, AIA

### Architecture

Before co-founding in situ studio in 2010, Matt served as a Visiting Assistant Professor of Architecture at the University of Arkansas and worked in the offices of Marlon Blackwell Architect and Frank Harmon Architect. He currently serves as Associate Professor in Practice at the NCSU School of Architecture. Since 2010, Matt and his colleagues at in situ studio have received 38 local, state, and regional AIA design awards. In 2012, the studio was recognized by Residential Architect magazine as one of 15 Young Firms to Watch, and their work is now widely published online and in print. Matt regularly serves on professional awards juries, lectures throughout the southeast, and is a frequent visiting critic at schools of architecture. He was recently invited to the 2019 AIA National Small Projects Awards Jury.

### Relevant Experience

- Town of Cary Carpenter Park Structures, Cary, NC
- Museum of Life and Science Woodland Classroom I, Durham, NC
- NCMA Museum Park Visitor Center, Raleigh, NC
- Museum of Life and Science Woodland Classroom II, Durham, NC
- Eno River State Park Visitor Center, Durham, NC
- Beech Bluff Regional Park Visitor Center, Wake County, NC
- Baileywick Park Recreation Structure, Raleigh, NC
- Bailey Road Park Structure, Cornelius, NC







## Jeremy Hamm, P.E.

### Geotechnical

Jeremy is Falcon's Geotechnical Engineering Department Manager, with over 12 years of experience providing geotechnical investigations and engineering recommendations and designs. He has built an extensive portfolio of work with municipalities throughout North Carolina and possesses a thorough knowledge of the geological conditions throughout the Greenville area as it relates to foundations and site development. His skills in project and staff management, technical writing, and communication of potential risk and risk mitigation approaches lends itself naturally to geotechnical services.

### Professional Credentials

B.S., Civil Engineering, NC State University

P.E. in NC, SC, and VA

## Paul Farley

### Wetland Delineation

Paul has over 25 years of experience as a wetland scientist and senior environmental scientist with Land Management Group (LMG). He specializes in preparing environmental studies with regard to wetland delineation, permitting, and mapping; preparing and submitting individual and nationwide fill permit applications to federal and state agencies; and planning and preparing wetland mitigation plans for associated permit applications.

### Professional Credentials

M.S., Biology, East Carolina University, 1996

B.A., Biology, East Carolina University, 1992

B.A., History, Wake Forest University, 1986



## Mark Garner, AICP, ASLA

### Survey and Civil Support

Mark is a certified planner with over 40 years of experience as a municipal planning/engineering consultant. He serves as technical adviser to Urban Planning and Infrastructure Design projects. Mark has served as Rivers' primary client contact and project manager on numerous planning studies, civil and sanitary engineering studies, and design and construction projects. He has been responsible for the comprehensive planning, master planning, feasibility study, design, and construction administration of various public infrastructure projects.

### Professional Credentials

B.S., Urban and Regional Planning, East Carolina University

American Institute of Certified Planners

American Society of Landscape Architects

## Patrick Hartman, PLS

### Survey and Civil Support

Patrick has 27 years of professional land survey experience performing surveys for land development projects in a variety of market sectors. He has extensive experience with taking projects from the initial boundary survey to final platting to design level surveying, construction staking, and as-built surveying. Patrick's experience includes surveys for recreation parks, greenways and athletic facilities; public works and utility infrastructure projects; pump stations and treatment plants; roadways, and streetscapes.

### Professional Credentials

B.A., History, University of North Carolina at Wilmington

AAS, Civil Engineering Technology, Central Piedmont Community College

Professional Land Surveyor in NC



## Tony Hollins

### Cost Estimation

Tony is the owner of HCS, Inc., a minority owned firm specializing in construction and inspection services for transportation, utilities, environmental, water/wastewater treatment plant, recreational, and pump station projects. Tony has been working in the construction industry for 25 years in fields ranging from demolition, water/wastewater plants, pumping stations, buildings, water and sewer line installations, and heavy highway work for various cities throughout North Carolina.

### Professional Credentials

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B.S., Civil Engineering, North Carolina A&T University

NC General Contractors

NCDOT Level I and II Erosion and Sediment Control/  
Storm Water Certified



## Robert Hathfield

### Arborist

Robert has 10 years of experience with Bartlett Tree Experts. During his time with Bartlett, Robert has gained experience as both a Plant Health Care Specialist and a Crew Leader, which has given him a keen eye for detailed ornamental pruning and pest management.

### Professional Credentials

---

B.S., Horticultural Science, NC State University

AAS, Turfgrass Management, NC State University

Certified Arborist with the International Society of  
Arboriculture



## Andrew Gliniak, P.E.

### Geotechnical Testing

Andrew is a project engineer in Terracon's Greenville, NC office. He manages geotechnical service projects which involves developing project scopes, coordinating exploration, classifying soils, selecting laboratory testing for soils, performing engineering analyses, and completing geotechnical reports. Andrew has performed geotechnical engineering on numerous projects across eastern North Carolina.

### Professional Credentials

---

B.S., Civil Engineering, West Virginia University Institute  
of Technology

P.E. in NC, VA, and WV



## Carl Bonner, P.E.

### Geotechnical Testing

Carl has over 33 years of experience in geotechnical engineering, environmental engineering, construction materials testing, and facilities engineering. He has performed geotechnical engineering on numerous projects in eastern North Carolina. Carl also has experience in elevated water towers and ancillary structures. He has performed construction materials testing on various types of materials ranging from concrete, wood, metal, and fiberglass.

### Professional Credentials

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B.S., Materials Engineering, NC State University

P.E. in NC

Certified Thermographer Infrasppection Institute

**g.) Availability of Proposed Team Members**

Kimley-Horn employs an intensive forecasting technique known as our “cast-ahead” process to monitor staff workload and ensure we meet your schedule. This involves assessing project milestones and staff loading on a weekly, monthly, and six-month basis, drilling down to the project team level. A database is used to track all project commitments and milestones and staff commitments firmwide. The intensive process allows us to identify overloads and shortfalls months in advance and develop strategies to overcome them. By having a clear picture of staff workload at all times, Kimley-Horn will be optimally positioned to meet the City’s expectations on this project.

The table provided illustrates proposed project team members by indicating the percentage of their time devoted to the project.

Project Team Member	Availability
Brandon White, PLA, ASLA	25%
Dan Robinson, P.E., CFM	10%
Seth Denney, P.E.	15%
Clay Poole, P.E.	25%
Matt Gross, PLA, ASLA	25%
Nick Kuhn, PLA, ASLA, CPRP	15%
John Kuzenski, P.E.	20%
Tom Gray, P.E.	15%
Jason Hartshorn, PWS	20%
Matthew Griffith, AIA	25%
Jeremy Hamm, P.E.	25%
Paul Farley	15%
Mark Garner, AICP, ASLA	15%
Patrick Hartman, PLS	25%
Tony Hollins	25%
Robert Hathfield	35%
Andrew Gliniak, P.E.	25%
Carl Bonner, P.E.	25%





**TAB 2 - RELEVANT EXPERIENCE**

**EB-5539, South Tar River Greenway, Phase 3**

**Location:** Greenville, NC

**Total Project Cost:** \$2.9 million

**Client Name and Phone Number:** Lynn Raynor, P.E.,  
 Civil Engineer III, City of Greenville | 252 329 4467

**Dates of Project Work:** 2016-Ongoing

**Project Summary:** Kimley-Horn prepared final construction plans to NCDOT/AASHTO/ADA standards for this City of Greenville project. The 10-foot-wide asphalt multiuse trail extends 1.5 miles from Moye Boulevard to Pitt Street. The alignment parallels the existing sanitary sewer force main between Moye Boulevard and Memorial Drive (US 13/NC 11) and parallels the Tar River and existing gravity sanitary sewer line between Memorial Drive and Pitt Street. This project was federally funded with the STP-DA funds administered by NCDOT through a municipal agreement between the City and NCDOT.

Kimley-Horn is provided greenway design, public involvement, hydraulic and storm drainage design, BMP/LID design, erosion and sediment control plans, pedestrian bridge and timber boardwalk design, landscape plans, pavement marking and signing plans, FEMA modeling, CLOMR, environmental permitting, NEPA Programmatic CE, wetland and stream delineation, NCDOT coordination, contract documents, and bid phase services. Kimley-Horn has completed 100% plans and is awaiting final NCDOT acceptance.



Photo Simulation

**EB-6037C, Greenway Phase 4 and A & Y Greenway Feasibility Study and Design**

**Location:** Greensboro, NC

**Total Project Cost:** Downtown Greenway \$5.2 million /  
 A&Y Greenway \$7.25 million

**Client Name and Phone Number:** Eric Tart, Project  
 Engineer, City of Greensboro | 336 373 4313

**Dates of Project Work:** 2015-Ongoing

**Project Summary:** Kimley-Horn is serving the City of Greensboro and Action Greensboro on the Downtown Greenway, Phase 4 and A&Y Greenway project. The purpose of the project is to create an urban loop around the center city of downtown Greensboro. It is intended to enhance the urban landscape with green space that promotes fitness, connectedness, and well-being for both residents and visitors. The greenway will emphasize public art that tells stories and engages users of the trail.

The project consists of the design of a 12-foot-wide asphalt greenway along a single track railroad bed between the end of the greenway at Spring Garden Street and the end of an existing greenway north of Markland Street. The Downtown Greenway, Phase 4 project traverses from Spring Garden Street to Hill Street (0.9 miles) and the A&Y Greenway traverses from Hill Street to Markland Street (2.1 miles). Kimley-Horn is providing planning and design services that include environmental documentation, greenway design, cost estimation, inventory and data collection, pedestrian bridge and boardwalk design, erosion and sediment control, and landscape architecture design.



Current Conditions



Photo Simulation

### **Dunn Creek Greenway, Phase 3**

**Location:** Wake Forest, NC

**Total Project Cost:** \$773,000

**Client Name and Phone Number:** Candace Davis, Senior Planner, Town of Wake Forest | 919 435 9513

**Dates of Project Work:** 2018-2020

**Project Summary:** Kimley-Horn designed this 1.53-mile greenway for the Town of Wake Forest. Our services included greenway extension and multiuse path design, public involvement, hydraulic and storm drainage design, BMP/LID design, erosion and sediment control plans, bridge and boardwalk design, landscape plans, environmental permitting, wetland and stream delineation, and FEMA modeling. The structural elements of this project included two bridges and 60 linear feet of timber boardwalk.

### **Ailey Young Park Improvements and Dam Removal and Stream Restoration**

**Location:** Wake Forest, NC

**Total Project Cost:** \$2.5 million

**Client Name and Phone Number:** Candace Davis, Senior Planner, Town of Wake Forest | 919 435 9513

**Dates of Project Work:** 2016-2020

**Project Summary:** As part of an on-call contract, Kimley-Horn designed improvements for the existing 15-acre park in Wake Forest. Project goals included providing full accessibility, increasing park capacity, and offering additional amenities. The park serves as a trailhead for the adjacent Dunn Creek Greenway, a multiuse trail also designed by Kimley-Horn.

Kimley-Horn also provided design, permitting, and construction observation services for the Ailey Young Park Dam Removal and Stream Restoration project. The project included removal of a portion of the dam, restoring approximately 500 feet of stream within the existing pond and dam footprint, and creating a small floodplain wetland within the footprint of the former pond. Kimley-Horn conducted wetland, stream, and riparian buffer delineations; USACE and NCDEQ DWR field verification meetings; and stream restoration design services.

***This project won First Place in the Natural Systems Category of APWA North Carolina Chapter Awards.***



### **Lower Little Sugar Creek Greenway**

**Location:** Charlotte, NC

**Total Project Cost:** \$13 million

**Client Name and Phone Number:** Bert Lynn, Capital Planning Division Director, Mecklenburg County | 980 314 2503

**Dates of Project Work:** 2015-2019

**Project Summary:** Kimley-Horn provided Mecklenburg County Storm Water Services (MCSWS) planning, permitting, public involvement and outreach, utility coordination, greenway coordination, landscape/planting plans, construction drawings, and construction management for the restoration of 6 miles of Little Sugar Creek. Little Sugar Creek has a drainage area of over 48 square miles at this location.

This project was a combined stream restoration and greenway project. The designs were completed in conjunction with each other to maximize space and reduce conflicts. The stream restoration facilitated the inclusion of truss bridges over Little Sugar Creek that otherwise may not have been permissible. This project includes trail design in a sewer easement, a truss bridge over a FEMA stream, flood modeling/permitting, stream restoration, stream buffer impacts permitting, CDOT encroachment coordination, and also connected to an existing greenway. Services provided included stream restoration, landscape architecture, categorical exclusion, NEPA, public engagement, and real estate.





**EB-4996 and EB-5129, Green Mill Run  
Greenway/Bikeway**

**Location:** Greenville, NC

**Total Project Cost:** \$1.3 million

**Client Name and Phone Number:** Tim Corley, previous Civil Engineer at the City of Greenville, currently County Engineer, Pitt County | 252 902 3175

**Dates of Project Work:** 2010-2017

**Project Summary:** Kimley-Horn prepared final construction plans to NCDOT/AASHTO design standards for Green Mill Run Greenway/Bikeway, Phase 2 Extension for the City of Greenville. This phase of Green Mill Run Greenway proposes to construct a multiuse bicycle and pedestrian greenway for approximately 1.4 miles to connect existing greenways and sidewalk facilities. The proposed greenway is a 10-foot paved path from Evans Park on Arlington Boulevard to SR 1707 (Charles Boulevard) near East Carolina University. Services included project coordination, public involvement, NEPA documentation, environmental permits, geotechnical investigations, preliminary path design, grading and drainage plans, hydraulic modeling and design, signal designs, pavement marking and signing plans, landscape design, pedestrian bridge and boardwalk design, and final path design.



**C-5164, Smith and Sanford Creek Greenway**

**Location:** Wake Forest, NC

**Total Project Cost:** \$4.8 million

**Client Name and Phone Number:** Candace Davis, Senior Planner, Town of Wake Forest | 919 435 9513

**Dates of Project Work:** 2013-2018

**Project Summary:** This project includes a 10-foot-wide asphalt multiuse trail (2.4 miles), 0.7 miles of multiuse path, and 1 mile of sidewalk. The greenway parallels Smith and Sanford Creeks and includes underpasses of Rogers and Forestville Roads. Kimley-Horn provided greenway design, public involvement, hydraulic and storm drainage design, BMP/LID design, erosion and sediment control plans, pedestrian bridge (six sites) and timber boardwalk design, landscape plans, pavement marking and signing plans, FEMA modeling, CLOMR, environmental permitting, NEPA Programmatic Categorical Exclusion (CE), wetland and stream delineation, NCDOT coordination, contract documents, and bid phase services. This project also includes a small section of stream restoration to protect the greenway.

This project consisted of eight bridges and 262 linear feet of PermaTrek and timber boardwalk.





## **Piedmont Park Conservancy, Piedmont Park North Woods Expansion**

**Location:** Atlanta, GA

**Total Project Cost:** \$40 million

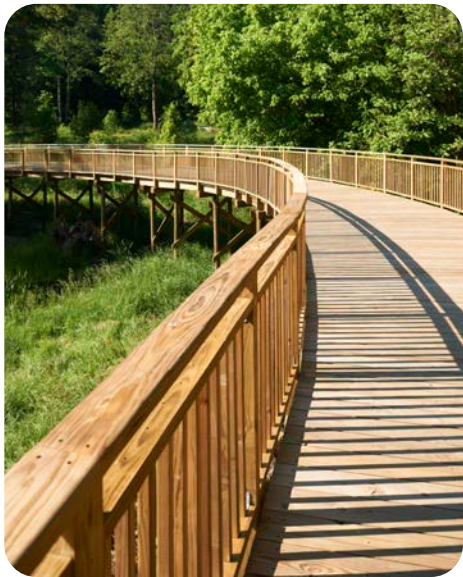
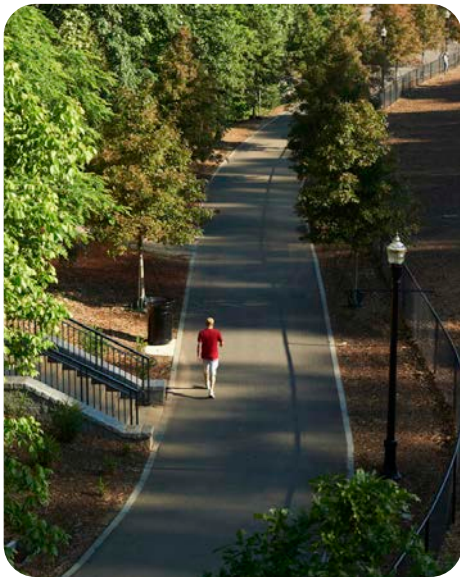
**Client Name and Phone Number:** Yvette Bowden previous Piedmont Park Conservancy Director, currently Assistant City Manager for the City of Boulder, CO | 303 413 7215

**Dates of Project Work:** 2009-2015

**Project Summary:** Piedmont Park is a 166-acre urban park in the City of Atlanta used by nearly 3 million people annually. Kimley-Horn was retained to design and implement the 53-acre North Woods Master Plan. Piedmont Park Conservancy said our team was selected in part due to our strong design skills, consensus building experience, and multidisciplinary team of seasoned professionals. One of the new central features, the upper and lower Greenswards that boast the new Legacy Fountain Plaza and Grand Arbor, have become a major people-gathering space in the park. Other major amenities included in our design were a large and small dog park, wetland boardwalk, re-naturalized Clear Creek, conversion of 1.5 acres of surface parking lot into the new Leaders Grove green space, new bocce courts, and a welcome plaza that marks the new entrance to Piedmont Park from the new Atlanta Botanical Garden parking garage.

One of the main components of the design of the park expansion is the multi-use trail system. This trail serves as the connection from two locations of the existing park into the North Woods Expansion. Extensive analysis was performed to ensure proper alignment of this trail and to take into account many different criteria including viewsheds, site amenities, and ADA requirements. Through careful planning and analysis by the Kimley-Horn team, the trail now serves many different user groups and provides seating areas, ADA pads, water fountains, trash receptacles at optimum locations while giving patrons a meaningful park experience. Other elements incorporated into the design of the multi-use trail is sensitive grading to reduce the impact to the existing forest, streams and wetlands and fall protection along the segments of trail that are adjacent to steep slopes adjacent to the existing streams. In addition to the park expansion, a sidewalk improvement and extension project is proposed to link the northern neighborhoods into Piedmont Park. Additional sidewalks are proposed along Westminster Drive so Ansley Park residences can enter the park expansion, and sidewalk improvements along Piedmont Avenue also are proposed to provide enhanced entrances into the park.

Our team also designed a large multiuse path that winds its way through the woods (and doubles as a handicap accessible ramp) to provide easy access for all park users between the upper and lower meadows. We also took advantage of and highlighted the site’s dramatic topography with strategically placed overlooks. These popular spots give park visitors an overview of the park and the facilities in the lower meadow and dog park areas next to the proposed Atlanta BeltLine.



## TAB 3 - METHODS AND PROCEDURES

**Project Management.** Kimley-Horn operates a client-centered style of management orientated toward maintaining the high levels of quality and communication that the City has come to expect. Our project manager, Brandon White, will work closely with the City throughout project development, and specifically at project progress meetings or calls. Brandon also will be responsible for developing a comprehensive workplan at the project scoping phase that includes a list of project tasks, scheduling requirements, and staffing needs to complete the project on time and within budget.

**Project Meetings.** Kimley-Horn will schedule and host online project meetings with City staff on an established regular basis to communicate design progress and coordinate outstanding action items. In addition, we will schedule a comment response debriefing with City staff following each project milestone.

**Project Inventory and Analysis.** Kimley-Horn will coordinate with our design team on documenting the projects existing conditions including topographic survey, tree survey, geotechnical investigations, and wetland delineation. Following receipt of the preliminary survey mapping, we will walk the site to observe these conditions, better understand the natural character of the site, and identify opportunities or constraints for the proposed design.

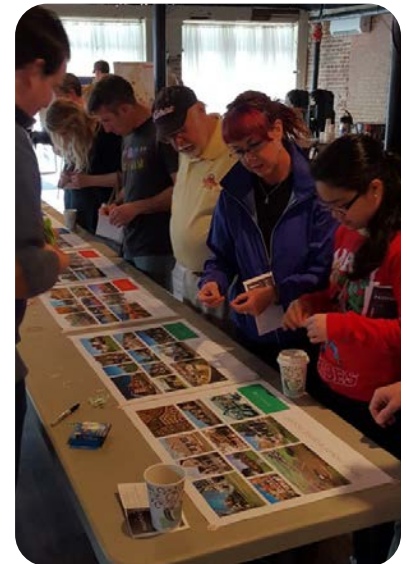
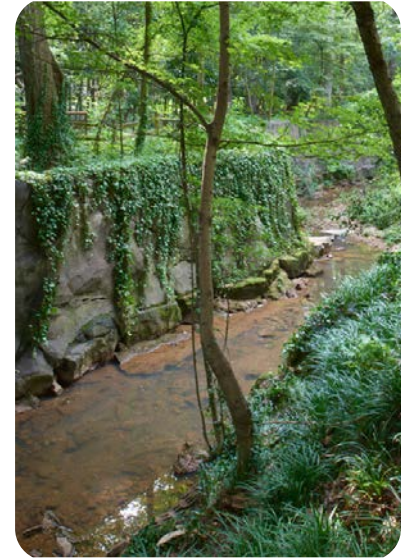
- **Wetland and Stream Delineation.** Kimley-Horn's Design Team experts will field locate the presence and extents of any wetlands, streams, or bodies of water within the project limits.

**Public Input.** Kimley-Horn understands the importance of citizen participation in the planning process. We will develop graphic exhibits during the preliminary planning phase suitable for the City to share with project stakeholders and citizens. We will coordinate with City staff to gauge the level of additional public input needed for this phase of Wildwood Park. We anticipate the following three (3) opportunities for public input on the project.

- **Citizens Informational Workshop.** Kimley-Horn will participate in an open house or workshop near the project site to present the Preliminary Plans and gather comments.
- **Recreation and Parks Commission Presentation.** Kimley-Horn will present the project to the Commission during the design development process to share the design progress, overall design direction, and receive input from the Commission's members.
- **City Council Presentation.** Kimley-Horn will present the project to the Council following the Design Development Package submittal to share the overall project design and solicit feedback prior to progressing into the final construction document production.

**Preliminary Plans.** Kimley-Horn's Design Team will develop preliminary plans (30% Schematic Design Package) depicting the pathway alignment and identify locations for project elements including proposed boardwalks, bridges, canopy walk, observation tower, and tree house. This package will include deliverables stated in the RFQ.

**Flood Study.** Kimley-Horn will perform a flood study along the Tar River and coordinate with FEMA for approval. This study will require a balance between the proposed design and impacts within the FEMA regulated floodway. Similar to our recent design for the South Tar River Greenway Phases 3A and 3B, our goal with the study model is to achieve a no-rise condition with the proposed project elements.





**“Plans-in-Hand” Field Walk.** Kimley-Horn’s Design Team will walk the pathway alignment with City staff following the Schematic Design Package Submittal to visualize the project and confirm proposed impacts to the site. We recommend having the pathway centerline staked by the team’s surveyor prior to the walk to better communicate the actual location.

- **Tree Condition Assessment.** Kimley-Horn will coordinate with a consulting arborist to assess the overall condition of trees with impacted by the design or integrated into the canopy walk or tree house design.

**Design Development.** Kimley-Horn will further develop the design (60% Construction Documents) including engineering for project elements identified herein. This package will include deliverables stated in the RFQ.

- **Architectural Design.** In Situ Studio will develop architectural drawings, including floorplans, elevations and sections for the tree house and observation tower.

**Construction Documents.** Kimley-Horn will submit construction documents (95% Construction Documents) to the City for final review and comment. This package will include deliverables stated in the RFQ.

- **Structural Design.** Kimley-Horn will design pedestrian bridges and low-level boardwalks in accordance with AASHTO Guide Specification for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Manual, and based on the foundation recommendations provided by the project geotechnical engineer and hydraulic study. Pedestrian bridges will consist of prefabricated superstructure (designed by others), supported by cast-in-place concrete substructure design by the project engineer. All boardwalk designs will be timber construction.

**Permitting.** Kimley-Horn shall draft permitting applications and submit to respective departments or agencies for approval.

**Final Construction Documents and Bid Documents.** Kimley-Horn will submit a sealed and signed set of construction documents incorporating final comments received from City and permitting agencies for use in publicly bidding the project.

#### **Assumptions.**

- City will host and conduct any public meetings other than those specifically addressed by Kimley-Horn herein.
- City will shall provide limited clearing or brush mowing of proposed pathway alignment for Plans-in-Hand walk.
- City will provide standard documents and templates for development of the project’s bid manual.

#### **Schedule Assumptions.**

- City will provide comments for milestone deliverables in a timely manner. In order to achieve the project’s accelerated design schedule, Kimley-Horn has included five (5) business days for receipt of written, consolidated comments from City staff.
- Permitting timelines for review by state and federal agencies cannot be controlled by the Consultant or the City and may extend the project duration. Kimley-Horn has included durations based on publicly available information and historical experience.



## Project Timeline

Kimley-Horn has a proven record of performing on time and within budget. Frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining schedules. With that in mind, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track.

Our preliminary project schedule is presented below.

Tasks	2021											
	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	
City Council Designer Approval	●											
Notice to Proceed		●										
Mapping												
Field Surveying		●										
Wetland Delineation		●										
Inventory & Analysis												
Field Walk			●									
Preliminary Plans (30% Schematic Design)		●	●	●								
Schematic Design Package Submittal			●									
Tree Condition Assessment				●								
Plans-in-Hand Field Walk				●								
Flood Study												
Tar River Modeling					●							
FEMA Application & Review						●	●	●				
Public Input												
Citizen Informational Workshop				●								
Recreation & Parks Commission Presentation												
City Council Presentation							●					
Design Development (60% Construction Documents)				●	●							
Design Development Package Submittal					●							
Architectural Design					●	●	●					
Permitting												
Erosion & Sediment Control Plan Review						●	●					
401/404 Permit Review						●	●					
Stormwater Permit Review						●	●					
Construction Documents (95% Construction Documents)						●	●					
Construction Document Package Submittal							●					
Structural Design				●	●	●	●					
Final Construction Documents & Bid Documents												
Stamped & Signed Construction Documents								●				
Bid Manual								●				
Bid Advertisement									●			
Construction Contract Review & Award by City										●	●	

**TAB 4 - EQUAL BUSINESS OPPORTUNITY PROGRAM**

Kimley-Horn has a company policy of meeting or exceeding our clients’ minority business participation goals. Through corporate policies and philosophy, our firm actively seeks to encourage and promote the use of MWBE firms. We provide interested MWBE firms with the opportunity to serve as sub-consultants on our teams, and we actively seek to increase our large database of qualified MWBE firms for use on future projects. Our MWBE utilization policy helps ensure that Kimley-Horn is consistently furthering the positive economic development momentum advocated by the state of North Carolina through the use of minority businesses.

For this project, we have partnered with the following MWBE firms:

- Falcon Engineering, Inc. (WBE)
- Hollins Construction Services, Inc (MBE)

We have teamed with these firms on numerous projects and have developed strong working relationships with their staff.

Year	Total Paid	Number of M/WBE Used
2019	\$41.5 million	364
2018	\$23.5 million	165
2017	\$22.3 million	176
2016	\$16.5 million	186
2015	\$15.6 million	198
2014	\$12.2 million	190
2013	\$10.9 million	191
2012	\$11.0 million	204
2011	\$9.0 million	214
2010	\$11.2 million	258

Detailed information on our anticipated MWBE participation is included in FORM 1 on the next page.

Our commitment to retaining minority firms to assist on projects is demonstrated by the amounts Kimley-Horn has paid to such firms over the past 10 years, shown in the table.

**Non-Collusion Statement**

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

I, Brandon White and Dan Robinson, 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: Brandon A. White Dan Robinson

**Clarifications**

Per section 2.1.2. Construction Budget, The Designer shall provide complete construction documents for the new Wildwood park elevated walkway with amenities and has a maximum price for design and construction of \$900,000. The construction price shall include materials, labor, equipment, permits, testing, and periodic construction inspection by the Designer or their engineer. Earlier in section 2. Purpose of RFQ & Scope of Services, the City states “this project shall feature an observation tower and tree house located in the forest canopy, that can be built either concurrently or as funds are made available.” It is our understanding the stated \$900,000 design & construction budget is intended for elevated bicycle and pedestrian infrastructure which may include boardwalk, canopy walk, and bridging as needed to complete the trail loop around the lake.

Our design team includes an independent estimator, Hollins Construction Services, Inc., to statements of probable construction costs at the milestones identified in the contract deliverables.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor’s methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant’s judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

# Sub-Service Provider Utilization Plan FORM 1

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

We Kimley-Horn and Associates, Inc., do certify that on the  
(Company Name)

Greenville Wildwood Park Elevate Walkways and Tower we propose to expend a minimum of 4 %  
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of 4 % of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work
Falcon Engineering, Inc. 1210 Trinity Road, Suite 110, Cary, NC 27513 919.871.0800	F	Geotechnical Report	4%
Hollins Construction Services, Inc. 3650 Rogers Road, Suite 320 Wake Forest, NC 27587 919.761.3937	B	Cost Estimating	4%

\*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: December 8, 2020

Name & Title of Authorized Representative Dan Robinson, P.E., CFM, Principal-in-Charge

Signature of Authorized Representative 

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.

Wildwood Park, the City's new adventure park located along the northern banks of the Tar River, south of Old Pictolus Rd, is in the process of being developed into an amazing recreational facility. First phase improvements will be under construction in early 2021 and complete by spring of 2021. Part of the first phase of improvements include a natural surface trail around the existing lake. To complete the trail loop around the lake and make connections under Greenville Blvd and to River Park North, sections of boardwalk and bridges are required. This contract will result in the production of designs and permits required to construct the necessary sections of boardwalk, canopy walk, and bridges. In addition, an observation tower and fishing pier will also be designed and permitted.

Section 2: Services and Scope to be Performed.

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

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 and required permits shall be completed and delivered to the City within Twelve (12) months from the Contract Date.

- (b) Duration: This Agreement is in effect until March 31, 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 TBD. The amount of liquidated damages for the Contractor shall be set at five hundred dollars (\$500) per day after the TBD construction completion date.

Section 5: Complete Work without Extra Cost.

Except to the extent otherwise specifically stated in this contract and attached scope of work, 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 \$545,000.00

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) 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: Ann E. Wall, City Manager

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: TAR RIVER – DESIGN

**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
<b>Professional Services</b>	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 \_\_\_\_\_ (Company Name) , do certify that on the \_\_\_\_\_ 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** \_\_\_\_\_

<b>Pay Application No.</b> _____ <b>Purchase Order No.</b> _____
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**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

<b>Firm Name</b>	<b>MWBE Category*</b>	<b>Total Amount Paid from this Pay Request</b>	<b>Total Contract Amount</b>	<b>Total Amount Remaining</b>

\*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: **November 16, 2020**



**Wildwood Park Elevated Walkways and Tower**

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 proposed bridges, boardwalks, canopy walks, observation tower, and trail work at a City of Greenville park.

Project Manager Contact Information:

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

## 1. DEFINITIONS IN THIS RFQ

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**“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

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In late 2019, The City of Greenville purchased property located on the northern bank of the Tar River for use as an adventure park. The park, Wildwood Park, has approximately 8,000 feet of primitive trail soon to be under construction. The trail almost completes a loop around the lake located on the property, which is also connected to the Tar River. The purpose of this RFQ is to secure design services to design, engineer, and permit, a means of completing the trail loop around the water using some form of elevated bicycle and pedestrian infrastructure which may include boardwalk, canopy walk, and bridging. The improvements shall provide access to an existing riverfront sandy beach as well. The bridging shall be of sufficient height to maintain boat access into the adventure park from the Tar River. Additionally, this project shall feature an observation tower and a tree house located in the forest canopy, that can be built either concurrently or as funds are made available. The current budget for design and construction is \$900,000.

Wildwood Park is located on parcel #01031, 3050 Blue Heron Dr., Greenville, NC. A map of the project area is shown below (figure 1).





(figure 1)

## 2.1. 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, permitting documents and applications, and a statement of probable construction cost. The Designer shall prepare construction documents for the new Wildwood Park canopy walk, boardwalk, observation tower, and tree house with the following building program elements:

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

- a. Schematic Phase: Facilitate design meetings with the City to develop design solutions that accommodate desired elements. The Designer shall confirm all existing conditions documentation with the city, and prepare design studies including demolition, preliminary 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.

- 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 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. The Designer shall also prepare all required permit applications needed prior to construction and obtain all required permits needed prior to construction.

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.

**2.1.2. CONSTRUCTION BUDGET** – The Designer shall provide complete construction documents for the new Wildwood Park elevated walkway with amenities, and has a maximum price for design and construction of \$900,000. The construction price shall include materials, labor, equipment, permits, testing, and periodic construction inspection by the Designer or their engineer.

This scope provides a best representation of the work to be completed; however, the City reserves the right to make reasonable changes in scope that do not significantly augment the overall outcome of the project.

## **2.2. CITY RESPONSIBILITIES**

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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.

**2.3. CONTRACT**

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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**

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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 2000 Cedar Ln Greenville, NC 27858, and [mnottingham@greenvillenc.gov](mailto: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 Tuesday, December 08, 2020. No Qualification Packages will be accepted after this deadline.** Firms accept all risks of late delivery regardless of fault.

**3.1. SUBMITTAL TIMELINE**

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

Advertisement .....	November 16, 2020
Last Day to Submit Questions .....	November 30, 2020
Answers to Questions Posted.....	December 02, 2020
SOQs Submitted .....	December 08, 2020
Evaluation Procedure .....	December 10, 2020
Short Listed Consultant Interviews (if needed) .....	December 15, 2020
City Council Designer Approval .....	January 14, 2021

## 3.2. FORMAT

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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 20 pages in length, exclusive of 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.

### 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 discussion 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 6 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 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**

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Firms may submit written questions concerning this RFQ to the Project Manager for receipt no later than **5 pm local time on Monday, November 30, 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](mailto:mnottingham@greenvillenc.gov)

Questions received after the stated deadline will not be answered. Answers to submitted questions will be published on December 02, 2020. 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**

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Compensation will be negotiated with the successful Proposer.

### **3.6. EVALUATION CRITERIA**

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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. Final approval of any selected firm/team is subject to the action of City Council.

### **3.6.1. EVALUATION METHOD**

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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**

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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**

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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**

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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 C, Section 8 of the Standard form of Agreement**.

##### **4.2. DISCRETION OF THE CITY**

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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 reasonable 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.

##### **4.3. E-VERIFY COMPLIANCE**

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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**

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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.

**APPENDIX B**

**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
<b>Professional Services</b>	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

<b>Firm Name</b>	<b>MWBE Category*</b>	<b>Total Amount Paid from this Pay Request</b>	<b>Total Contract Amount</b>	<b>Total Amount Remaining</b>

\*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

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## Appendix C: Sample Contract

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 [name of firm] (“Designer”), *[indicate type of entity for instance:*

*A corporation organized and existing under the laws of [name of State];*  
*A professional corporation organized and existing under the laws of [name of State];*  
*A professional association organized and existing under the laws of [name of State];*  
*A limited partnership organized under the laws of [name of State];*  
*A sole proprietorship; or*  
*A general partnership.*  
a corporation organized and existing under the laws of *[name of State];*

### Section 1: Background and Purpose.

In late 2019, The City of Greenville purchased property located on the northern bank of the Tar River for use as an adventure park. The park, Wildwood Park, has approximately 8,000 feet of primitive trail soon to be under construction. The trail almost completes a loop around the lake located on the property, which is also connected to the Tar River. The Designer shall provide design services to design, engineer, and permit, a means of completing the trail loop around the water using some form of elevated bicycle and pedestrian infrastructure which may include boardwalk, canopy walk, and bridging. The improvements shall provide access to an existing riverfront sandy beach as well. The bridging shall be of sufficient height to maintain boat access into the adventure park from the Tar River. Additionally, this project shall feature an observation tower and a tree house located in the forest canopy, that can be built either concurrently or as funds are made available. The current budget for design, permitting, and construction is \$900,000.

Wildwood Park is located on parcel #01031, 3050 Blue Heron Dr., Greenville, NC.

### Section 2: Services and Scope to be Performed.

The Designer shall provide design services as outlined in the RFQ.

### 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 and required permits shall be completed and delivered to the City within six (6) 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 November 16, 2020.

(b) Duration: This Agreement is in effect until \_\_\_\_\_.

- (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 \_\_\_\_\_. 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 the \_\_\_ day of \_\_\_\_\_, 2021.

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 thirty days after the City approves 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 \$XXXXXX.

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:

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

(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:

Chosen Design Firm:

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: TAR RIVER- EAST SIDE



January 28, 2021

Mr. Mark Nottingham  
 City of Greenville  
 Greenville Recreation & Parks Department  
 2000 Cedar Lane  
 Greenville, NC 27858

**RE: *Professional Services Agreement for Wildwood Park Elevated Walkways & Tower***

Describing a specific agreement between Kimley-Horn and Associates, Inc. (“Kimley-Horn”, or “Consultant”), and the City of Greenville (“City” or “Client”) for providing landscape architectural & engineering services for the City’s Wildwood Park.

**Project Understanding**

Wildwood Park (“Park”)

The purpose of this project is the completion of a series of trails, elevated walkways, pedestrian bridges, & observation tower for the City’s recently acquired Wildwood Park & Wildwood Park Expansion along the Tar River immediately adjacent to Greenville Boulevard in Greenville, NC. Scope of Services will include providing planning & engineering services under the direction of City’s Recreation & Parks Department staff to develop a feasible alignment, construction documents, and necessary permitting. The project area and general description of work for this scope of services includes the following:

- **Project area.** The project area includes multiple parcels of undeveloped land identified as follows: Parcel Nos. 86710 & 86711 (aka Wildwood Park, a recent recombination), Parcel Nos. 22504, 35488, 24274, 10256, & 00072 (aka Wildwood Park Expansion), and Parcel No. 28893 (aka River Park North) (See Exhibit ‘A’ herein). According to available GIS information, the Wildwood Park & River Park North parcels are located within Pitt County, North Carolina and owned by the City of Greenville. We understand the Wildwood Park Expansion parcels are currently contracted for sale with the City of Greenville & expected to close in February 2021.
- **Project Elements.** The project shall include the design for the following elements. Also depicted in blue on Exhibit ‘A’ herein.
  - Elevated Boardwalk Section (aka Canopy Walk) south of Barber Creek.
  - Pre-fabricated Pedestrian Bridge over Barber Creek.
  - On-grade trail connection from Boardwalk Section along Barber Creek to Existing Sandy Beach along Tar River.
  - Observation Tower (approximately 100-feet in height).
  - Observation Deck associated with Elevated Boardwalk.
  - Fishing Overlook associated with Elevated Boardwalk.

- Canopy Walk Connection to Observation Tower (Pedestrian Suspension Bridge)
- On-grade trail connection from Wildwood Park to Wildwood Park Expansion underneath existing Greenville Boulevard Bridge.
- 20-foot long Pedestrian Bridge with Wildwood Park Expansion
- 800-foot long elevation Boardwalk Section connection to River Park North existing natural trail.

## Assumptions

- Wildwood Park & Wildwood Park Expansion will be designed concurrently and managed as one (1) project.
- Canopy Walk final design, including concept & span lengths, will be determined during Schematic Design. Pending complexity & overall length of final design, the Consultant may request applying the Design Contingency towards additional structural engineering efforts.
- Pedestrian Connection underneath Greenville Boulevard final design will be determined following Flood Study & NCDOT meeting, the Consultant may request applying the Design Contingency towards additional structural engineering or hydraulic modeling efforts.
- Project will not use City's Ops Center reporting software.
- Grant writing services may be provided as an Additional Services to this agreement.
- Digital deliverables to the City will be provided in Adobe Acrobat ".pdf" file extension.
- Construction Phase Services may be provided as an Amendment to this Agreement.

## SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

### Task 1, Project Coordination

**1.1, Kick-off Meeting.** Kimley-Horn will prepare a kick-off conference call with the City of Greenville's Project Manager and staff. During the call, City staff and key members of the Kimley-Horn team will set the final parameters for the project and formally initiate the study. This call will occur within two (2) weeks of Notice to Proceed. The preliminary agenda for the call includes:

- Scope of Services;
- Responsibilities;
- Project objectives and desired outcomes;
- Communications and public involvement objectives and strategies;
- Schedule and key dates;

Note: Kimley-Horn will be responsible for meeting logistics such as online hosting (MS Teams) and will document the call with meeting notes. Notes will be submitted to the City for review.



**1.2, Monthly Project Status Calls.** Kimley-Horn will facilitate monthly coordination calls (estimated to include twelve (12) calls) with the City’s Project Manager and staff to discuss project progress, issues, upcoming events and activities. Kimley-Horn will host the call via MS Teams, prepare an agenda, with input from City staff prior to the call, and prepare and distribute notes following each of call. Kimley-Horn will include the City’s Park Planning consultant engaged for the Wildwood Park Expansion on monthly progress calls as requested by City staff for the purpose of coordinating the Project with their planning efforts.

**1.3, Design Review Calls.** Kimley-Horn will facilitate design review meetings with City staff following submittals specifically identified herein. These calls will be scheduled in conjunction with monthly progress calls to the extent possible in respect to the overall project schedule.

**1.4, NCDOT Division Meeting.** Kimley-Horn will facilitate a meeting with the Division to coordinate the proposed trail connection design underneath the Greenville Boulevard bridge & determine required entitlements for construction.

## **Task 2, Data Collection**

**2.1, Field Survey.** Kimley-Horn shall retain the services of a licensed surveyor to conduct field surveying for the identified project areas. All survey services will be completed by the standards as set forth by the Rules of Standard Practice as outlined by the North Carolina Board of Engineers and Land Surveyors, North Carolina General Statutes and North Carolina Administrative Code - 21 NCAC 56.1606 (Specifications for Topographic and Planimetric Mapping, Including Ground, Airborne, and Spaceborne Surveys).

### **2.1.1, Location and Topographic Surveying (Rivers & Associates, Inc.).**

**Property Data.** Consultant will provide property data available from Tax Office, GIS database, and / or Register of Deeds to retrieve current ownership of parcels within the Project survey limits.

Consultant will perform field surveys of Project areas identified as Limits of Survey. (See Exhibit ‘B’). All property lines (based on Pitt County GIS), existing right-of-way, property owner’s names, and parcel identification numbers will be depicted. All planimetric linework and labels for CAD work will be delivered in one file. DTM and break-lines will be delivered in a separate CAD file.

Property boundary locations will be shown for the subject parcels and associated rights-of-way based on Pitt County GIS data. Property lines not surveyed will be shown but will be clearly indicated as being “from records only” or Pitt County GIS. For each Project area, easements of record where readily obtainable will be located and shown. Survey provided shall not be considered a boundary survey. Adjacent properties will be noted with owner name and legal reference.

**Property Owner Contact List.** Consultant will coordinate with the City to establish a list of names and addresses for each property owner immediately adjacent to the Project. The Consultant shall rely on the City to draft and mail a letter on the City’s stationary notifying said property owners of

surveying activities, including anticipated start date, duration, and need for property access by Consultant and its sub-Consultants. All questions and comments should be addressed to the City and shall be noted in the letter. Property owner contact list will be developed based on Tax Office, GIS information, and Register of Deeds data.

**Establish Temporary Benchmarks.** Consultant will establish vertical control on the ground for the Project. Control Survey Stations will be utilized as temporary benchmarks to be spaced approximately 1000' apart along proposed Greenway or near proposed structures. These will be tied to the North American Vertical Datum of 1988 (NAVD88).

**Topographic & Tree Survey.** Consultant will perform field topographic surveying within an approximate sixty-foot (60') wide corridor of trail alignment. A majority of the survey is undeveloped, forested land. Buildings or other structures located on-site near pedestrian bridges will be dimensioned and shown with corresponding finish floor elevations at entrances. Individual trees with a diameter breast height (DBH) greater than twenty-four (24") will be field located with type and size identified along a twenty-foot (20') corridor along the trail after "Plans-in-Hand" Field Walk.

Survey will include spot elevations on hardscape surfaces, including bridge features (piers, lowest structural spans or superstructure, concrete abutments, etc.) to the nearest one-hundredth of a foot (0.01'). All other surfaces identified above will be measured to the nearest one-tenth of a foot (0.1'). Topographic contour lines will be generated to one foot (1') intervals. Except as noted above, error of contours shall not exceed applicable National Map Accuracy Standards (plus or minus one-half contour interval). Consultant will prepare a Digital Terrain Model (DTM) file in CAD.

Note: Surveying within the Project area includes wetland or low lying areas adjacent to the Tar River which will present a significant number of divots, holes, or other inconsistent terrain features. The level of data collection necessary to not exceed the one-half contour interval level of accuracy will likely be well beyond the level of detail needed for the current project design scope and project budget.

Note: Surveying fieldwork schedule will be dependent on weather conditions & Tar River water elevation, including Project area flooding.

**Utility Survey.** Consultant will field survey utilities in the project area using conventional survey methods. Survey will be limited to visible above ground utility features within the survey corridor limits, including sanitary sewer manhole, rims, invert, pipe materials, sizes, water valve nut elevations, and appropriate labels.

**Storm Drainage Survey.** Consultant will field survey visible storm pipe and structures within the identified surveying limits, including manholes, rims, invert, pipe materials, sizes, and appropriate labels. Pipe sizes entering and exiting these structures will be noted where accurately attainable.

**Deliverables:**

- Planimetric, subsurface utility information, and property line information plotted on standard plan sheet at an appropriate scale (1'=30') and sealed by a licensed surveyor in the State of North Carolina
- DTM in a 3-D digital break-line survey format with x, y, and z coordinate information for each survey point, break-line, and triangular irregular network (TIN) line.
- Copy of ASCII point files.

**2.2, Geotechnical Investigations (Falcon Engineering, Inc.).**

**2.2.1, Geotechnical Investigations.** The Consultant shall retain the services of a licensed professional engineer in the State of North Carolina to conduct geotechnical investigations and provide foundation recommendations for proposed bridge, boardwalk, and pavement sections associated with the Project (See Exhibit 'C' for Geotechnical Scope of Services). Geotechnical investigations will be provided following Schematic Design and the final trail alignment has been approved by the City.

**Task 3, Schematic Design (30% Construction Documents (CDs)) (Kimley-Horn)**

**3.1, Site Evaluation.** Kimley-Horn will prepare a base map. Upon completion of a base map, Kimley-Horn will conduct a site evaluation to review and confirm base features and potential physical, regulatory or resource-based limitations that may impact development or use of the future park site. While on-site, Kimley-Horn staff may utilize handheld GPS units to confirm locations of field elements and incorporate into base mapping.

Note: Interpretation of any studies about the nature, extent, or types of any presence or absence of contamination, hazardous waste, or historic / cultural / archaeological resources on the site, file review, detail review or summary of concerns, mitigation actions, permit assistance, interviews with regulatory agencies, subsurface sampling, or remediation design / treatment can be conducted by Kimley-Horn as additional services.

**3.2, Opportunities & Constraints Diagram.** Kimley-Horn will synthesize key findings and prepare a diagram and summary of opportunities and constraints for the project area. The diagram will identify vehicular and pedestrian ingress and egress for the site, potential floodplains and floodways impacts or restrictions, potential program limitations, steep slopes, identifiable wetlands, buffer, screening or setback requirements, vegetation types and recommendations for preservation, and connections to existing park.

Kimley-Horn will submit the draft Opportunities and Constraints Diagram to the City for review prior to commencing with the Design Development Phase. City staff will provide one (1) consolidated set of comments to Kimley-Horn which will be incorporated into a final set of notes and diagram.

**3.3, Design Study.** Kimley-Horn will prepare preliminary plans depicting the proposed trail alignment, structure locations (including type of structure & approximate length), elevations, & location for observation tower, & fishing overlook.

**3.4, Schematic Design (30%) Opinion of Probable Construction Costs (OPCC).** Kimley-Horn will prepare preliminary OPCC based on the Schematic Design drawings.

#### **Schematic Design Package Deliverables:**

- Opportunities & Constraints Diagram.
- Design Study.
- 30% OPCC.

**3.5, “Plans-in-Hand” Field Walk.** Kimley-Horn will walk the proposed trail alignment & alternate trail alignments (if appropriate) with City staff following the Schematic Design Package submittal to visualize the project & confirm impacts to the site. The Consultant will stake or flag the approximate trail centerline prior to the field walk to communicate location on the ground. At the conclusion of the field walk, the preferred trail alignment location will be documented (flagging) suitable for the surveyor to begin topography and tree locations.

#### **Task 4, Environmental Documentation & Permitting (Kimley-Horn)**

**4.1, Agent Authorization Form.** Kimley-Horn will provide an agent authorization form to the City for signature. The Agent Authorization Form will allow Kimley-Horn to access the property for purposes of the stream and wetland delineation and will allow the North Carolina Division of Water Resources (NCDWR) and the U.S. Army Corps of Engineers (USACE) to enter the City’s property for purposes of field verification meetings.

**4.2, Wetland and Stream Delineation.** Kimley-Horn will conduct a field investigation of the Project area to determine the absence or presence of streams and/or wetlands within the study area utilizing the three-parameter approach for wetland delineation as described in the 1987 Federal Manual for Identifying and Delineating Jurisdictional Wetland and the 2010 Atlantic and Gulf Coastal Plain Regional Supplement. Data forms required for certification by the USACE and DWR will be completed with the data necessary obtained during field reviews. Any jurisdictional streams will be classified as either perennial or intermittent. Critical points, the delineated wetlands, and stream boundaries will be flagged and GPS surveyed.

**4.3, Stream Buffer Determination Request.** Kimley-Horn will prepare a Stream Buffer Determination Request Package for submittal to the NCDWR to determine the applicability of Tar-Pamlico Riparian Buffer Rules within the Project area and submit to NCDWR. Consultant will conduct a field review of the Project area with NCDWR to evaluate the delineation. Consultant will perform any minor modifications to the stream determination points in order to gain NCDWR concurrence.

**4.4, Jurisdictional Determination Package.** Upon completion of the field investigations, the Consultant will conduct a field review with the USACE and submit the appropriate delineation / GPS mapping and data forms to the USACE to obtain a Preliminary Jurisdictional Determination. It is assumed that the data forms, GPS documentation, and Geographic Information System (GIS) figures will be sufficient to obtain a Preliminary Jurisdictional Determination. Based on the field review, Kimley-Horn will perform any minor modifications to the jurisdictional lines that may be deemed necessary by the USACE and / or NCDWR in order to obtain their concurrence.

**4.5, Nationwide Section 404 / 401 Permit and Riparian Buffer Authorization Application.** Kimley-Horn shall prepare a Draft Pre-Construction Notification (Nationwide Section 404 / 401 permit and Riparian Buffer Authorization application) and submit a pre-filing notice to the NCDWR. Based on the USACE and NCDWR schedule, Kimley-Horn will conduct a pre-application meeting with the City, USACE, and NCDWR to present the permit approach, avoidance / minimization measures, and alternatives analysis within the required 30-day pre-filing window. This will include working with the agencies to determine whether or not mitigation will be required for the Project, and if so, the type and amount necessary. If the agencies determine that the Project does not qualify for authorization under the Nationwide permit program and an Individual Section 404 / 401 Permit is required, or that a Riparian Buffer Variance is required, those efforts will be considered Additional Services. Kimley-Horn will reserve mitigation for the project from private mitigation banks and/or the NC Division of Mitigation Services. Onsite mitigation design services are not included in this agreement and will be considered Additional Services if requested.

This task assumes that up to 4 impact sites will be required. Consultant will prepare permit impact drawings for up to 4 impact sites for use in the permit application package. Following the closure of the pre-filing window and completion of the pre-application meeting, Kimley-Horn will finalize impact calculations and submit the completed Nationwide Section 404/401 and Riparian Buffer Authorization application package via the online e-PCN system. Kimley-Horn will track the application through the regulatory process following submittal. This will include addressing up to one round of additional information requests made by the permitting agencies.

## **Task 5: Hydraulic Design (Kimley-Horn)**

**5.1, Flood Study.** Kimley-Horn will develop a flood study for the Project area along the Tar River & coordinate with local floodplain administrator for review & approval of the design. The Tar River is a FEMA regulated stream studied by detailed methods with a designated regulatory floodway. The entire proposed alignment for the Wildwood Elevated Walkway and pedestrian bridges will encroach into the effective FEMA floodway requiring hydraulic modeling and analysis. It is assumed that the

sandy beach access path from Barber lake (east of Greenville Boulevard) and the proposed trail connection under Greenville Boulevard will be located at grade to facilitate FEMA approval and aid in NCDOT approval. Engineer will utilize the effective HEC-RAS Stream Model to evaluate the proposed improvements along the stream corridor. Areas of proposed fill and structures that encroach into the floodway will be evaluated. It is assumed that a No-Rise condition is achievable. The modeling effort will include the following steps:

- Engineer will perform a field investigation and gather supplemental hydraulic surveys, which will be incorporated into the model.
- Review effective FEMA hydrologic and hydraulic modeling data for the Tar River.
- Develop duplicate effective, corrected effective, and existing conditions HEC-RAS modeling plans. The corrected effective and existing conditions modeling geometry will incorporate corrections to the received effective model based on survey and field investigation data.
- Develop proposed conditions HEC-RAS modeling plan to evaluate areas of the proposed fill, walkway, and structures along the that encroach into the floodplain and floodway.
- Trail and structure crossing design alternatives will be simulated to assist in the development of a design which minimize floodplain impacts and meet design requirements.
- Potential scour will be evaluated at key locations along the proposed design.
- Prepare a Flood Study Report and No-Rise Certification
- Coordinate with the City and County local floodplain administrators to facilitate the floodstudy review and approval of the No-Rise Certification.
- Coordinate with NCDOT hydraulics Department as needed for hydraulic review and approval of the proposed “at grade” trail connection under Greenville Boulevard. In the event an on-grade connection is not feasible and a design solution requiring fill placement, bridge embankment excavation, or retaining walls; additional stream modeling & structural design for retaining walls will require NCDOT approval. Pending this scenario, these additional efforts would be considered Additional Services.
- Draft NCDOT Encroachment Agreement (if required) & submit for approval.

Note: If the results of the hydraulic evaluation demonstrate that flood levels are increased during the base flood, then a Conditional Letter of Map Revision (CLOMR) application package will be required and will be considered an additional service.

Note: We have assumed that the proposed at-grade sandy beach access path from Barber Lake (east of Greenville Boulevard) and the proposed trail connection under Greenville Boulevard will not require any linear drainage design (ditches and cross pipes).

**Task 6: Design Development (60% CDs) (Kimley-Horn & in Situ Studio)**

**6.1, Design Development Drawings.** Kimley-Horn will further develop the preliminary design into 60% Construction Drawings including engineering & architectural design for the project elements identified herein.

**6.2, Review with City Staff.** Following our Schematic Design Package submittal to the City, we request City staff provide a consolidated set of comments for review by Kimley-Horn prior to beginning Task 6, Design Development Documents. The Consultant will facilitate a conference call (via MS Teams) with City Staff to review and discuss these comments in more detail. We anticipate addressing the City’s comments as the design progresses toward the next milestone submittal.

**6.3, Preliminary Architectural Design.** The Consultant will contribute to the overall material expressions of the boardwalks, canopy walk, & bridge with the Design Team. Preliminary design drawings will be developed for the observation tower. This approach will provide for a more complimentary design of both the site & architectural project elements. We have assumed the observation tower will be an independent structure approximately 100-feet in overall height. Architectural drawings will include floorplans, sections & elevations.

**6.4, Preliminary Structural Design.** Kimley-Horn will develop preliminary design drawings for the elevated boardwalk, treehouse platform, fishing overlook, suspension canopy walk, and pedestrian bridges. We will develop the concept (desired structural & architectural features) for the pedestrian bridges, boardwalks, treehouse platform, fishing overlook, and suspension canopy walk to review with the City. We assume there will be one (1) concept for each type of structure.

**Pedestrian Bridge & Boardwalk Basis of Design.** Kimley-Horn will use the following criteria for the structural design.

- Bridge lengths, span options, and height above creek/stream shall be based on hydraulic requirements mutually agreed upon by the City & Consultant.
- Consultant has assumed two (2) different span lengths for the prefabricated pedestrian bridges for this scope of work.
- Concept will set structural materials and architectural features for the project.
- Consideration will be given to the constructability, probable construction cost, and life-cycle cost for the various options discussed.
- The maximum walkway (clear) width for the pedestrian bridge and boardwalks shall be ten (10) feet.
- The maximum vehicular live load on the pedestrian bridge and boardwalks shall be AASHTO H-5 (10,000 lb vehicle weight).
- The anticipated span range for the pedestrian bridges is 20 and 60 feet.
- The boardwalks shall be of timber construction with typical spans of approximately ten (10) feet.



- The treehouse platform and fishing overlook shall be at the same elevation as the proposed boardwalk at the location to be identified during the schematic design phase and shall be of timber construction.
- The suspended canopy walk shall be of timber and prestressing wire construction.
- Pedestrian bridge superstructures will be prefabricated structures designed by others, based on the details and performance specification in the contract documents.

Note: Pedestrian bridges & low-level elevated boardwalks will be designed in accordance with AASHTO Guide Specification for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Manual, and based on the foundation recommendations provided by the project geotechnical engineer & hydraulic study. Pedestrian bridges will consist of prefabricated superstructure (designed by others), supported by cast-in-place concrete substructure design by the project engineer. All boardwalk designed will be timber construction, as well as the treehouse platform, fishing overlook..

- **Preliminary Bridge Plans.** Two (2) structural plan sheets will be provided for each pedestrian bridge location depicting plan, profile, & typical section. One (1) plan sheet for each boardwalk depicting boardwalk layout in plan view only, including the location of the treehouse platform, fishing overlook, and the suspended canopy walk.

**6.5, Erosion and Sediment Control (ESC) Design.** Kimley-Horn will design and specify control measures which minimize erosion and limit off-site sedimentation during construction. The design will be in accordance with the requirements of the NCDEMLR and the City. Erosion and sediment control measures will be identified on plan sheets with non-standard details not included in the NC Erosion Control Manual drawn as a part of the plan set. We will submit these plans and calculations to the City for review prior to the NCDEMLR submittal. The Consultant will then submit the necessary application, calculations, and erosion control plans to the NCDEMLR Division of Energy, Mineral and Land Resources Regional Office to apply for a grading permit.

**6.6, Design Development (60%) Opinion of Probable Construction Costs (OPCC).** Kimley-Horn will prepare preliminary OPCC based on the Design Development drawings.

**6.7, Citizens Informational (Public) Workshop.** Kimley-Horn will participate in an open house or workshop near the project site to present the preliminary design (60% Construction Documents) to the public & receive input. We will provide an illustrative drawing of the project & prepare a presentation. In the event, the workshop will need to be presented virtually, we will provide graphics suitable for online sharing & posting on the City's website following the presentation. The City will be responsible for all meeting logistics, including participant invitations and advertisement. Kimley-Horn will document the meeting with notes and submit to the City for review. The City will be responsible for providing American Disability Act (ADA) notices for meeting advertisements.

**6.8, Recreation & Parks Advisory Commission Presentation.** Kimley-Horn will facilitate a conference call (via MS Teams) with the City's Recreation & Parks Advisory Commission. The



purpose of the call will be to present the Design Development Package and review public input received to date.

## Design Development Package Deliverables:

- 60% Construction Drawings (Site)
- Preliminary Architectural Drawings
- Preliminary Structural Drawings
- Public Workshop Graphics & Presentation
- Permitting Submittals
- 60% OPCC.

## Task 7: Construction Drawings (95% CDs) (Kimley-Horn & in Situ Studio)

**7.1, Construction Drawings.** Kimley-Horn will continue development of the 60% Construction Drawings to 95% Construction Drawings, including site planning, civil engineering, structural engineering, & architectural design for the project elements identified herein.

**7.2, Review with City Staff.** Following our Design Development Package submittal to the City, we request City staff provide a consolidated set of comments for review by Kimley-Horn prior beginning Task 7, Construction Drawings. The Consultant will facilitate a conference call (via MS Teams) with City Staff to review and discuss these comments in more detail. We anticipate addressing the City's comments as the design progresses toward the next milestone submittal.

**7.3, Architectural Design.** The Consultant will develop construction drawings for the observation tower structures. Drawings will include architectural, structural & electrical engineering plans & details.

Note: Electrical design shall include power for accent lighting fixtures & security devices for the Observation Tower. We have based the lighting design assuming the park will operate with a "dawn to dusk" schedule & will not be subject to code requirements for after dark operation. Security fixtures, wiring, & technology have not been included in this Agreement. We assume the City will provide this infrastructure separately. Design shall include power connection & location for Photovoltaic (PV) System. PV system shall be provided by design-build vendor selected by City.

Note: We have assumed the Observation Tower will not be required to meet accessibility requirements due to limited access. Based on this assumption, design & engineering for an elevator or generator have not been included in this Agreement.

**7.4, Structural Design.** The Consultant will develop construction drawings for the elevated boardwalk to include the treehouse platform and fishing overlook, pedestrian bridges, and the

suspended canopy walk”. Structural drawings will include plans & sections for structural site elements & coordinated with the architectural design.

- **Final Bridge Plans.** Two (2) structural plan sheets will be provided for each pedestrian bridge location including final design of pedestrian bridge substructures. Limited pedestrian bridge superstructure details will be provided. Two (2) plan sheets for each boardwalk depicting boardwalk layout in plan view & typical sections. One (1) plan sheet each for the treehouse platform and the fishing overlook, and four (4) sheets for the suspended canopy walk.

**7.5, Construction Drawing (95%) Opinion of Probable Construction Costs (OPCC).** Kimley-Horn will prepare pre-final OPCC based on the Construction Drawings.

**7.6, Stormwater Permit.** The Tar River is considered a Nutrient Sensitive Water (NSW) and are subject to nutrient loading limits. Kimley-Horn shall seek to use a Low Impact Development (LID) approach for the Project, which generally includes providing stormwater treatment to the maximum extent practicable with diffused stormwater flow through the existing woodlands, vegetation, and riparian buffers along the project corridor. The vegetative areas would serve as a filter strip and be designed to meet the requirements of the NCDEQ Stormwater Design Manual. It is assumed that there will be a single post construction stormwater review process by either NCDWR or the City for a single approval of the entire project.

**7.7, City Council Presentation.** Kimley-Horn will present the Project’s design to City Council following the Construction Drawing submittal for approval prior to finalizing the Construction Documents & Bid Package. We will draft the presentation in MS Powerpoint suitable for either an in-person meeting or virtual meeting. City staff will be responsible for all meeting logistics.

**Construction Drawing Package Deliverables:**

- 95% Construction Documents (Site, Structures, & Architecture)
- Technical Specifications
- City Council Presentation
- 95% OPCC.

**Task 8: Final Construction Documents (100% CDs) (Kimley-Horn & in Situ Studio)**

**8.1, Final Construction Documents.** Kimley-Horn will address minor comments & coordination items with the Final Construction Documents. We will provide signed & sealed drawings & specifications for the Project, including site planning, civil engineering, structural engineering, & architectural design for the project elements identified herein.

**8.2, Bid Manual.** Kimley-Horn will incorporate the Final Construction Documents into a Project Bid Manual suitable for the City to advertise for public bid. We will include bid forms, quantities,

specifications, special provisions, bond forms, & other necessary documents. The Consultant shall rely on the City to provide digital templates & current content for City Contract requirements or other “front-end” documents.

**8.3, Pre-Bid Conference.** Kimley-Horn will prepare a pre-bid agenda, sign-in sheet, & presentation for the project. We will attend up to one (1) pre-bid conference & document meeting minutes, including questions submitted.

**8.4, Bid Addendum.** Kimley-Horn will prepare up to two (2) bid addenda following the Pre-Bid Conference. Bid addenda will include responses or clarifications to questions submitted by the advertised deadline.

**8.5, Bid Tabulation.** Kimley-Horn will review bids received by the advertised bid submittal deadline for conformance with the Bid Manual. We will draft a spreadsheet for comparison of bids & submit to the City for review & recommendation of award to City Council.

**8.6, Construction Drawing (100%) Opinion of Probable Construction Costs (OPCC).** Kimley-Horn will prepare final OPCC based on the Construction Drawings.

#### **Construction Drawing Package Deliverables:**

- Signed & Sealed Final Construction Documents (Site, Structures, & Architecture)
- Technical Specifications
- Bid Documents (Bid Manual, Pre-Bid Presentation, Bid Addenda, Bid Tabulations).
- 100% OPCC.

#### **Services not included**

Any services not specifically identified in the above Scope of Services or changes to this scope requested by the City, will be considered additional services. These services, including by not limited to the following, are not included in this Agreement.

- Individual Permit application Section 404 / 401
- Phase I or Phase II archaeological investigations
- Conditional Letter of Map Revision (CLOMR)
- FEMA permitting or coordination
- FAA applications or permitting
- Review fees from agencies
- Investigations regarding hazardous materials, waste, or contamination
- Groundwater studies or analysis
- Ground Penetrating Radar (GPR)
- Stream Restoration & Pond Assessments
- Design of Stormwater Control Measures (SCMs)

- Retaining Wall Design or Engineering
- Onsite Mitigation Design
- Traffic Studies or Engineering
- Design or permitting outside of scope provided
- Construction Phase Services
- Any meetings not specifically identified above requested by the Client or on the Client's behalf by a third party to this Agreement

## **Additional Services**

Any Additional Services requested by the City and approved in writing shall be billed and performed at our then current hourly rates. An allowance has been included in this Letter of Agreement as noted in Fees and Billings.

- Easement Mapping

## **Information provided by City**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Available ATLA / NSPS Survey or other location survey from land closing;
- Available Title Policy including all referenced documents from land closing;
- Available existing as-built information in the vicinity of the project area, including utilities.
- Available existing flood studies along the Tar River in close proximity to the Project area.

## **Schedule**

Kimley-Horn will develop a final project schedule following the Project Kick-Off Meeting with mutually agreed upon timelines during that meeting. The Consultant will provide these services as expeditiously as practicable with the goal of meeting the established schedule.

Kimley-Horn will not be held responsible for any delays in time of completion resulting from the following:

- Client's failure to carry out any of their responsibilities in a timely manner.
- Approving agencies failure to provide timely approval of permits, encroachments, or other entitlement applications.
- Additional Services requested by the Client.
- Any other circumstances beyond the control of the Consultant.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times,

jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

**Fees and Billing**

Kimley-Horn will perform the services described herein as the Scope of Services for a lump sum fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

In addition to the lump sum fee below, Kimley-Horn shall be reimbursed at unit costs for all expenses incurred not to exceed **\$5,000.00**.

A Design Contingency of **\$30,000.00** is included in the lump sum labor fee shown below for the purpose of budgeting additional services or investigations that may arise during the course of design. Use of any amount from the Design Contingency will require written authorization from the Client prior commencement of such activities.

Task 1, Project Coordination .....	\$32,000.00
Task 2, Data Collection .....	\$102,600.00
Task 3, Schematic Design (30% CDs) .....	\$35,200.00
Task 4, Environmental Documentation & Permitting .....	\$28,000.00
Task 5, Hydraulic Design.....	\$49,500.00
Task 6, Design Development (60% CDs).....	\$131,000.00
Task 7, Construction Drawings (95% CDs) .....	\$104,200.00
Task 8, Final Construction Documents (100% CDs).....	\$27,500.00
Design Contingency .....	\$30,000.00
Total Lump Sum Labor Fee <sup>1</sup> :.....	\$540,000.00
Total Fee (inclusive of estimated expenses): .....	\$545,000.00

<sup>1</sup>Fee Note: The Lump Sum Labor Fee above includes sub-consultant fees.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## 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. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Greenville.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

Please email all invoices to:

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Please copy:

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If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. With Kimley-Horn, you should expect more and will experience better. Please contact me at (919) 653-2928 or [brandon.white@kimley-horn.com](mailto:brandon.white@kimley-horn.com) should you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Brandon P. White, PLA, ASLA

Associate



Dan Robinson, PE, CFM

Senior Vice President

**City of Greenville, North Carolina**

**A Municipality**

\_\_\_\_\_  
\_\_\_\_\_

(Date)

\_\_\_\_\_

(Print or Type Name and Title)

\_\_\_\_\_

(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_

(Print or Type Name)

Official Seal:



Exhibit 'A', Wildwood Park

Source: City of Greenville Recreation & Parks Department

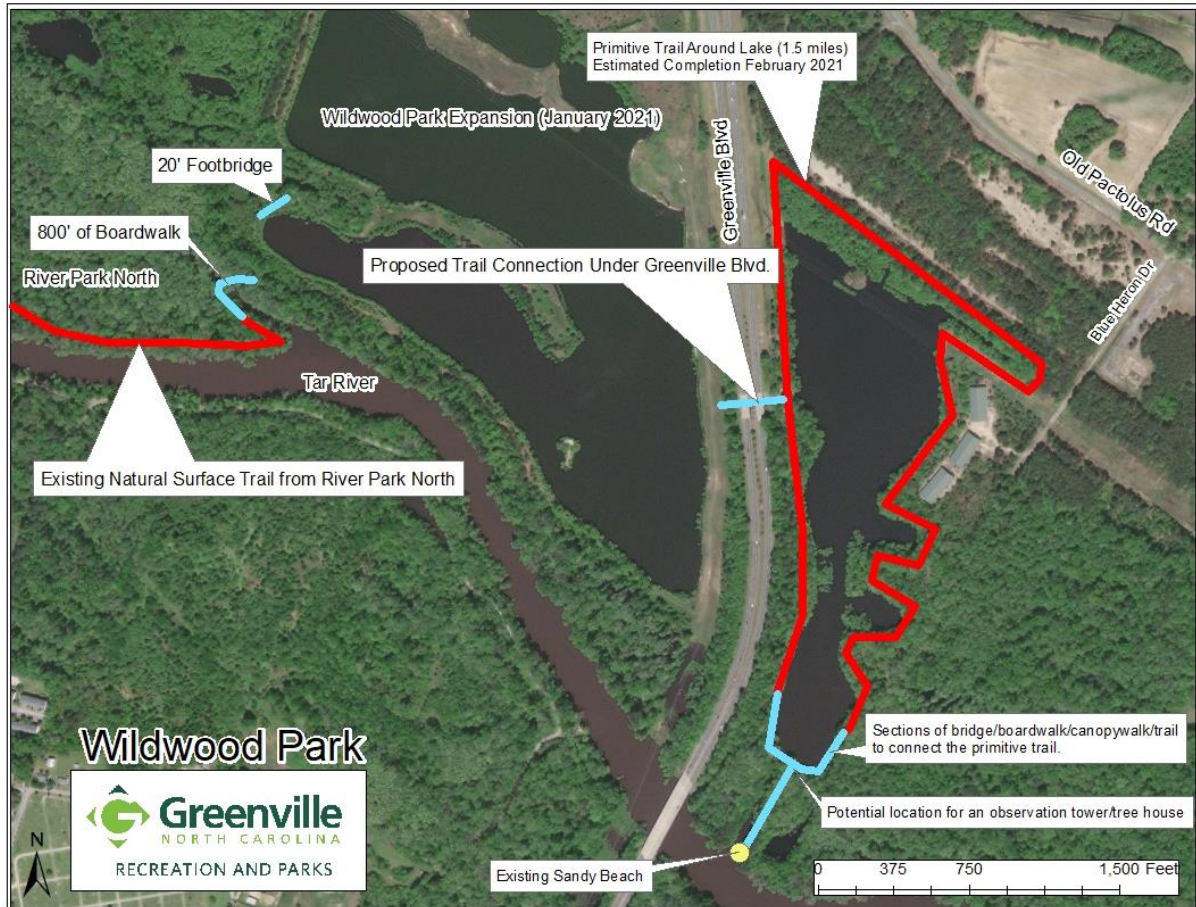
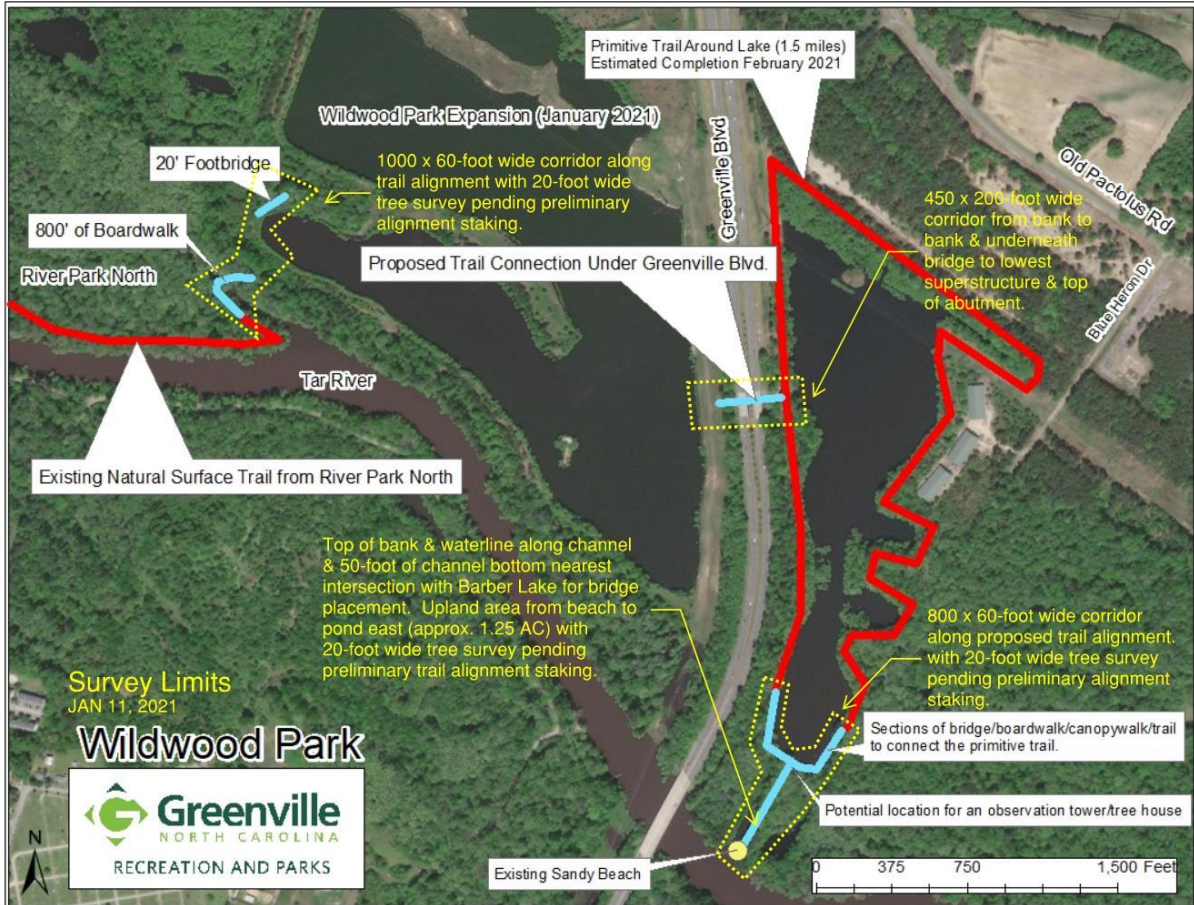


Exhibit 'B', Wildwood Park

Limits of Survey



**Exhibit 'C', Wildwood Park**

Geotechnical Investigation Scope of Services

PROJECT DESCRIPTION

Based on our previous conversations and provided site information, it is our understanding the following apply to the subject project:

- Kimley-Horn will be the Client in charge of Falcon’s services.
- The City of Greenville is the project owner.
- The owner is expanding the existing Wildwood Park to include new facilities on both the existing park premises east of Greenville Boulevard, and additional property being acquired to the west.
- Project elements requiring geotechnical investigation and design recommendations are shown on a project survey limits exhibit provided to us by Kimley-Horn and summarized as follows:
  - East of Greenville Boulevard;
    - Approximately 60-foot pedestrian bridge over channel south of borrow pit.
    - Approximately 300-foot, and 350-foot boardwalk approach structures at each end of the proposed bridge.
    - Observation tower integrated into boardwalk structure east of channel
  - Approximately 350-foot trail connection beneath dual bridges on Greenville Boulevard;
  - West of Greenville Boulevard;
    - Approximately 20-foot pedestrian bridge over tributary west of borrow pit.
    - Approximately 800-foot boardwalk structure over tributary to Tar River, connecting to existing trail from River Park North.

Should any of the above information or assumptions made by Falcon be inconsistent with the planned project, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

Scope of Services

**Subsurface Investigation**

We propose to perform a field-testing program consisting of the following test borings:

Location	Number of Borings	Boring Type and Depth
60-foot Bridge (East)	1	SPT to driven pile criteria (assumed 80 feet) using barge-mounted drilling equipment.
300-foot Boardwalk	2-3	SPT to driven pile criteria (assumed 30 feet). Actual depth and number of borings dependent



(East Approach 1)		on accessibility and subsurface conditions encountered.
350-foot Boardwalk and Observation Tower (East Approach 2)	2-3	SPT to driven pile criteria (assumed 30 feet). Actual depth and number of borings dependent on accessibility and subsurface conditions encountered.
350 foot East-West trail connection	1	SPT to 10 feet.
20-foot Bridge (West)	1	SPT to driven pile criteria (assumed 50 feet).
800-foot Boardwalk (West) Section North of Tributary	2-4	SPT to driven pile criteria (assumed 30 feet). Actual depth and number of borings dependent on accessibility and subsurface conditions encountered.
800-foot Boardwalk (West) Section South of Tributary	2-3	Hand Auger and Rod Sounding to top of pile bearing strata as feasible (estimated 20 feet).

Based on our discussions, site visits by Kimley-Horn staff during which portions of the site were under water, and available aerial photography, we anticipate access to many of the boring locations will be very difficult. At this time, we have assumed the following regarding access to the various areas of the project:

- 60-foot bridge location will require either a barge or marsh-buggy (amphibious) drill rig;
- Boardwalk areas east of Greenville Boulevard will be accessible with a typical track-mounted drilling rig. Some clearing may be necessary, but access will largely follow trails currently under construction or already existing. It is possible (but assumed unlikely) that the western end (Approach 1) of the 60-foot bridge will be accessible along with the boardwalk area.
- 20-foot bridge location will be accessible with a typical track-mounted drilling rig and limited hand clearing.
- Northern half of 800-foot boardwalk will be accessible with a typical track-mounted drilling rig. Existing trails around the borrow pit will facilitate access close to the end of the boardwalk, and hand clearing will be necessary along the boardwalk alignment down the main channel span.
- Southern half of 800-foot boardwalk will be inaccessible. Hand equipment only will be used in this area.

We recommend the project schedule accommodate field activities taking place during times of low water. However, mobilization during early spring (prior to thick undergrowth) may also be advisable. Falcon has not been able to perform an extensive site reconnaissance and therefore the accessibility assumptions above may prove invalid at the time of work. At the outset of our work, we will perform an initial site reconnaissance and stake-out after which we will notify the project team of any modification to our work plan.

All borings will be located in the field by Falcon personnel using handheld GPS equipment capable of sub-meter accuracy and approximate coordinates correlated from electronic drawing files provided by others. Approximate boring elevations will be estimated from site topographic data provided by others. Falcon will contact the North Carolina One-call Center (NCOCC) to request subscriber utilities be located on site following staking of our proposed boring locations.

SPT borings will be performed in general accordance with ASTM D1586 “Penetration Test and Split Spoon Sampling of Soils”. As many borings as possible will be performed using a rubber tire ATV or rubber track rig. We assume the boring for the 60-foot bridge will be performed using a barge mounted drill rig. We have assumed the barge can be launched from the borrow pit’s banks, or into the Tar River via the Port Terminal Boat Access and navigated up the channel to within a close proximity of the 60-foot bridge location.

Any borings that prove inaccessible by the means discussed herein or other reasonable alternative means will be performed by hand. Hand auger borings will be performed with hand augers and rod soundings in general accordance with established NCDOT procedures. However, the depths achievable with this equipment are very limited.

The number of borings performed in each part of the site will be depending accessibility and time spent accessing the locations, depth of borings necessary to determine likely pile lengths, and drill crew production rate. Therefore, we propose to perform our drilling work on a daily basis in general accordance with the following preliminary work plan:

Day	Scope
Day 1	Mobilize Track rig, drill at 20-foot bridge.
Day 2	Drill at northern end of 800 foot boardwalk.
Day 3	Move to and drill at 300-foot boardwalk (East Approach 1) and east-west trail connection.
Day 4	Move to and drill at 350-foot boardwalk (East Approach 2) including observation tower.
Day 5	Demobilize track rig, mobilize, launch, and setup barge rig.
Day 6	Drill at 60-foot bridge, breakdown and demobilize barge rig.

Day 7	Perform Hand Auger/Rod Soundings as necessary.
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The water table will be measured in the boreholes following completion of drilling in all borings, and again after approximately 24-hours in select borings. Following completion of all borehole readings, boreholes will be backfilled with soil cuttings, and excess cuttings will be evenly dispersed around the ground surface surrounding the borehole or in nearby landscape/wooded areas. Our drilling activities will cause some disturbance to the existing ground surface and vegetation, including tire ruts. No site restoration efforts aside from backfilling the boreholes are included in this cost estimate.

Soil samples obtained during drilling will be visually-manually classified in general accordance with the AASHTO soil classification system by a Falcon geotechnical professional, collected in moisture proof containers, and transported to our laboratory where they will be reviewed and selected for laboratory testing. Select samples will be tested for mechanical grain size, Atterberg limits, moisture content (8 samples). Samples will be retained in our office for a period of thirty (30) days unless otherwise requested.

After completion of our Field and Laboratory Investigation, Falcon will prepare a report of geotechnical subsurface investigation including but not limited to the following:

- Description of subsurface investigation and testing methods;
- Boring Test location plans;
- Subsurface profiles along boardwalk/bridge alignments;
- Test boring logs with Northing, Easting, and existing ground surface elevation;
- Results of laboratory testing on select samples;
- Discussion of subsurface conditions encountered at the site;
- Discussion of noted areas of geotechnical interest;
- Discussion of potential design and construction difficulties associated with the encountered site and subsurface conditions;
- Recommendations for connector trail construction and subgrade preparation;
- Recommendations for boardwalk and bridge foundations;

**SCHEDULE AND FEE**

We recommend a **budget allowance of \$50,000** for the performance of the scope of services outlined above, with a likely lump sum fee of \$45,000. If the 60-foot bridge location proves accessible with the rubber tire or rubber track rig, a cost savings on the order of \$5,000 will be realized. If larger areas of the site prove infeasible or excessively difficult to access, we will contact the project team to discuss scope alternatives and appropriate fee reductions.

**KIMLEY-HORN AND ASSOCIATES, INC.****STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, 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 and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay 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.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes 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, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due 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 and withhold deliverables until all amounts due are paid.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) 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. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) 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.

(e) 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 and data 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 or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization 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. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. 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.

(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 the costs of construction and materials, are made solely based on its judgment as a 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 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, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn will 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.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by



the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by 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 subconsultants 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 or in any way related to the services under this Agreement from any 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 subconsultants, 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. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. Kimley-Horn will not be required to execute certificates, consents, 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.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with 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.

(14) **Hazardous Substances and Conditions.** 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 analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents 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) Kimley-Horn will 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 it 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 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 Kimley-Horn will be made additional insureds under the contractor's general liability insurance policy.

**(16) 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 subconsultants 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 subconsultants.

**(17) 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, Kimley-Horn will use reasonable care to maintain the confidentiality of that material.

**(18) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. 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. 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.

Rev 10/2020



# City of Greenville, North Carolina

Meeting Date: 02/08/2021

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

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

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

<b>Payee</b>	<b>Adjustment Refunds</b>	<b>Amount</b>
Anita Helms	Real Estate	664.85
Brenda Smith	Registered Motor Vehicle	194.47
Brooks Jones	Registered Motor Vehicle	225.37
Corelogic Real Estate Tax Services	Real Estate	1,388.41
Earldine Dupree	Real Estate	100.60
Gary Dixon	Real Estate	238.78
Greenville 517 Medical Properties LLC	Real Estate	37,744.70
Gregory Giles	Registered Motor Vehicle	220.38
James Bardon	Registered Motor Vehicle	152.95
James Harper	Registered Motor Vehicle	215.33
John Hill	Real Estate	250.10
John Smith	Real Estate	366.54
Jose Alvarez	Registered Motor Vehicle	514.85
Mohanselvan Jayaraj	Registered Motor Vehicle	285.33
Moses Geddis	Real Estate	526.62
NC Government Federal Credit Union	Real Estate	287.80

Randall Hartsell	Real Estate	526.63
Sandra Dail	Registered Motor Vehicle	1,165.69
Servis One Inc	Real Estate	532.62
Siemens Healthcare Diagnostics Inc	BUS	456.71
Thomas Williams	Registered Motor Vehicle	275.78
Zachariah Oeding	Registered Motor Vehicle	102.24

**Fiscal Note:** The total refunded is \$46,436.75.

**Recommendation:** Approval of taxes refunded by City Council

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City of Greenville,  
North Carolina

Meeting Date: 02/08/2021

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<b><u>Title of Item:</u></b>	Annual Board & Commission Presentations
<b><u>Explanation:</u></b>	Boards and commissions are annually scheduled to make brief presentations to the City Council.  February 2021:  A. Affordable Housing Loan Committee B. Board of Adjustment
<b><u>Fiscal Note:</u></b>	No direct fiscal impact.
<b><u>Recommendation:</u></b>	Hear the presentations from the Affordable Housing Loan Committee and the Board of Adjustment.

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## City of Greenville, North Carolina

Meeting Date: 02/08/2021

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**Title of Item:** Resolution authorizing condemnation to acquire certain property for the development of Wildwood Park

**Explanation:** The City recently acquired numerous parcels north of the Tar River and east of Greenville Boulevard, in the NE sector of the city, and is acquiring a similar group of parcels west of Greenville Boulevard in that same area, to be used in the development of a 370-acre adventure park called Wildwood Park.

Of the fifteen (15) parcels required for this development (10 on the east side of Greenville Boulevard and 5 on the west), only one (1) was not part of the Phil Carroll Estate. Parcel #25421 is a 21.66 acre vacant parcel owned by the Rosa Wilson Heirs. That particular landlocked parcel is situated within the floodplain between a 101-acre City-owned parcel and another 56-acre City-owned parcel. Both parcels were previously part of the Phil Carroll estate and were acquired specifically for development of Wildwood Park. The Rosa Wilson Heirs parcel physically separates the two other parcels from each other, and therefore its acquisition is essential to park continuity.

Regarding this parcel (#25421), City staff negotiated in good faith and reached agreement on the purchase price with one of the heirs, whose residence was listed on Pitt County Online Parcel Information System (OPIS) as the address for the owner, the Rosa B. Wilson Heirs. That individual heir did not have legal authority to sell the parcel absent agreement with all the other heirs (owners).

The City's legal counsel began working to identify and locate all heirs, and now believes there are 13 heirs plus seven spouses, some residing outside the area. In addition, some heirs could be deceased. Locating each heir would be extremely time-consuming, difficult, and expensive, and to reach a settlement with the concurrence of so many heirs is regarded as unrealistic. The City staff, on advice of legal counsel, believes that the most prudent option is to move forward with the condemnation process and use of the City's power of eminent domain to acquire the landlocked property.

**Fiscal Note:** An appraisal on January 26, 2021 indicated the market value of Parcel #25421 (described above) is \$21,700.

Upon the filing of the complaint, the amount estimated by the City to be just compensation for the condemnation will be deposited with the court. In addition, there will be legal expenses incurred as this action proceeds.

The City has received a \$17,000 donation in support of the acquisition of this parcel.

**Recommendation:** Approve the attached resolution authorizing condemnation of certain property (Parcel #25421), located near the intersection of Old Pactolus Road and Blue Heron Drive, for the purpose of development of Wildwood Park.

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#### ATTACHMENTS

-  [1141652 - Resolution Authorizing Condemnation - Rosa Wilson Heirs - 1 - COG.pdf](#)
-  [Parcel 25421 - Rosa Wilson Heirs Property - OPIS Print.pdf](#)

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE ROSA B. WILSON HEIRS FOR THE CONTINUED DEVELOPMENT OF WILDWOOD PARK.

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the “Rosa B. Wilson Heirs” for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire this needed acreage by negotiated conveyance, due to the extremely high number of heirs and spouses of heirs tied to this parcel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE THAT:

1. The City Council determines the acquisition of the below described property is for the public purpose of the development of Wildwood Park.
2. This property is situated between and separates two City-owned parcels east of Greenville Boulevard that are among those being utilized in the development of Wildwood Park. The purpose for which acquisition of this property is being sought is to enable joining these two city-owned parcels into a single land group, for utilization as the 178.97 acres of land situated east of Greenville Boulevard that were/are being acquired for the development of Wildwood Park, a park that will be utilized for outdoor recreational activities. This initiative is recommended by the Tar River Legacy Plan.
3. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, a fee simple interest in the property described as follows:

Being a 23 acre more or less tract of land situate in Pactolus Township, Pitt County, North Carolina, being Pitt County Tax Assessor’s Parcel #25421, adjoining the north bank of the Tar River, located about 435 feet east of Greenville Boulevard NE, and 1990 feet south of Old Pactolus Road; further, being all of the property conveyed to Rosa B. Wilson, now deceased (Estate File DC97-0169), recorded in Deed Book 293, Page 292 (1/2 interest), and Deed Book Z-40 Page 156 (1/2 interest), and being all of Lot #4-B of the Division of J.E. Winslow Co, Inc. as shown on Map Book 12, Page 77, all recorded in the Pitt County Register of Deeds.

4. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 8th day of February, 2021.

\_\_\_\_\_  
P.J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk  
1141652 – 1/27/21



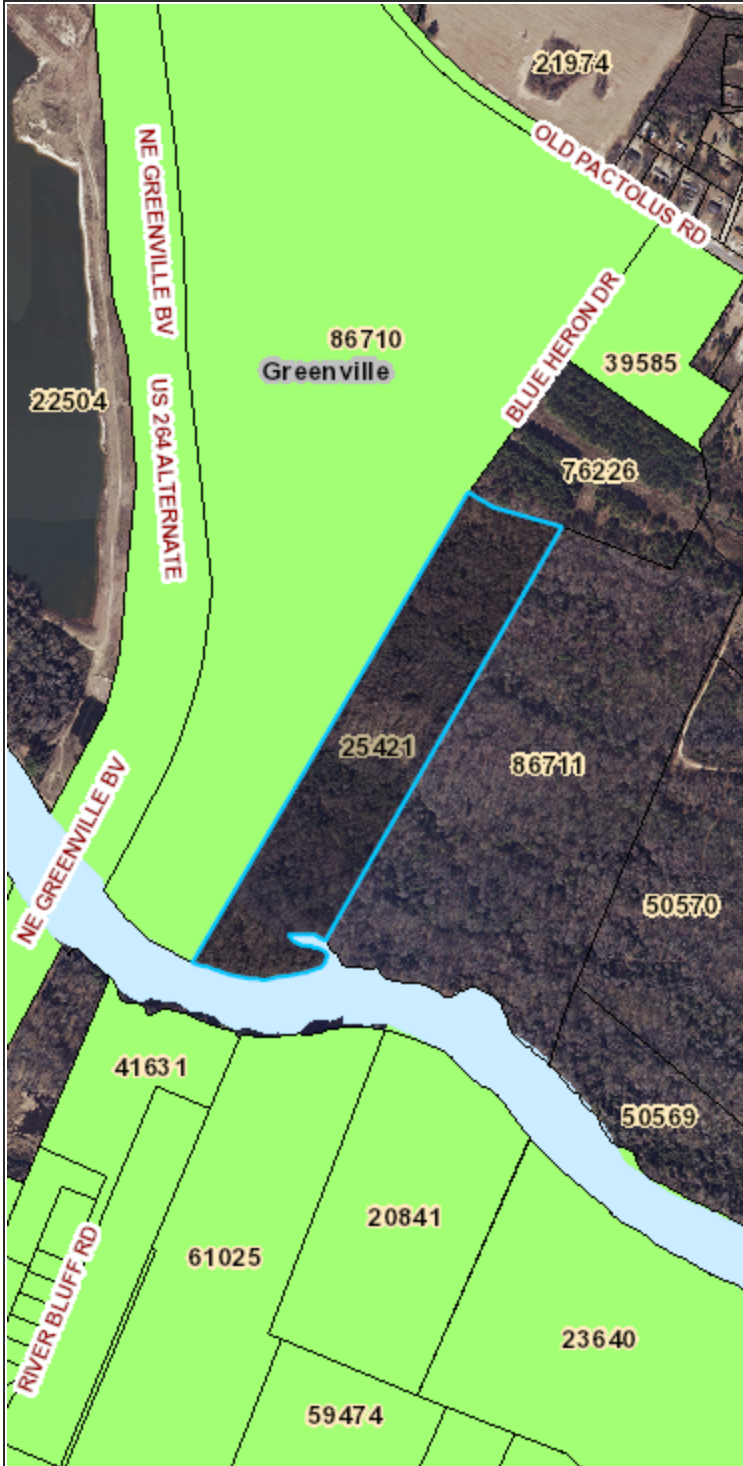


# Pitt County Government

Greenville, North Carolina



www.pittcountync.gov



Parcel: 25421  
 More Info: 25421  
 Physical Address: 0 OLD PACTOLUS RD  
 Owner Name: WILSON ROSA B HEIRS  
 OwnerAddress1: 1241 FLEMING SCHOOL RD  
 OwnerAddress2:  
 OwnerAddress3:  
 City / State / Zip: GREENVILLE NC 27834  
 NC PIN: 4698719118  
 Subdivision / Section / Phase:  
 Prior Legal Description: STATON  
 Block / Lot:  
 Tract:  
 Building Number / Unit:  
 Acres: 21.66  
 Current Owner Deed/Document: 00DC97 00169  
 Map Book:  
 Deed / Document Date: 01/2011  
 Deed / Document Sales Price: \$0  
 Building Type / Use:  
 Number of Buildings: 0  
 Year Built:  
 Total Living Area: 0  
 Building Value: \$0  
 Extra Features Value: \$0  
 Land Value: \$10,022  
 Total Current Market Value: \$10,022  
 Total 2019 Market Value: \$9,150  
 Municipality:  
 Township: PACTOLUS  
 Fire Service District: STATON HOUSE FIRE SERVICE DISTRICT  
 Census Tract: 900  
 Neighborhood: 005532  
 Elementary School: Pactolus  
 Middle School: Pactolus  
 High School: North Pitt 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: 1/26/2021 10:56:55 AM



# City of Greenville, North Carolina

**Meeting Date: 02/08/2021**

**Title of Item:** Budget Ordinance Amendment #6 to the 2020-2021 City of Greenville Budget (Ordinance #20-025) and the Capital Projects Funds (Ordinance #17-024)

**Explanation:** Attached for consideration at the February 8, 2021, City Council meeting is an ordinance amending the 2020-2021 City of Greenville Budget (Ordinance #20-025) and Capital Projects Funds (Ordinance #17-024).

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Restoration of funding as discussed at the Planning Session in January 2021.	General Rec & Parks Capital Public Works Capital Facilities Improvement Vehicle Replacement	\$6,521,156 165,000 125,000 767,544 2,323,405
B	To recognize grant funds received by CVA.	CVA	1,000
C	To recognize additional CDBG funds to be used for Coronavirus relief programs and activities	Housing	1,164,559

**Fiscal Note:** The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2020-21 Revised Budget</u>	<u>Amendment #6</u>	<u>2020-21 Budget per Amendment #6</u>
General	\$86,424,403	6,521,156	\$92,945,559
Debt Service	5,943,531	-	5,943,531
Public Transportation (Transit)	3,243,918	-	3,243,918
Fleet Maintenance	4,964,629	-	4,964,629

Sanitation	7,865,966	-	7,865,966
Stormwater	8,472,676	-	8,472,676
Housing	1,867,166	1,164,559	3,031,725
Health Insurance	13,757,908	-	13,757,908
Vehicle Replacement	2,566,251	2,323,405	4,889,656
Facilities Improvement	3,015,725	767,544	3,783,269
Convention & Visitor's Authority	1,404,029	1,000	1,405,029
Sheppard Memorial Library	2,772,931	-	2,772,931
Street Improvement Bond	16,852,567	-	16,852,567
Red Light Camera Program	1,600,000	-	1,600,000
Capital Reserve	5,823,220	-	5,823,220
Recreation & Parks Capital Projects	10,346,054	165,000	10,511,054
Special Revenue Grants	10,763,590	-	10,763,590
Community Development Capital	18,954,227	-	18,954,227
Public Works Capital Projects	55,484,778	125,000	55,609,778

**Recommendation:** Approve Budget Ordinance Amendment #6 to the 2020-2021 City of Greenville Budget (Ordinance #20-025) and Capital Projects Funds (Ordinance #17-024).

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ATTACHMENTS

 [BA 2020-21 Amendment 6.xlsx](#)

ORDINANCE NO. 21-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#6) Amending the 2020-21 Budget (Ordinance #20-025),  
and the Capital Projects Funds (Ordinance #17-024)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #20-025 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #6			
	2020-21 Revised Budget	A.	Total Amend #6	2020-21 Budget per Amend #6
<b>ESTIMATED REVENUES</b>				
Property Tax	\$ 35,594,992	\$ 700,000	\$ 700,000	\$ 36,294,992
Sales Tax	16,366,718	5,489,446	5,489,446	21,856,164
Video Prog. & Telecom. Service Tax	868,522	-	-	868,522
Rental Vehicle Gross Receipts	158,566	-	-	158,566
Utilities Franchise Tax	7,000,000	-	-	7,000,000
Motor Vehicle Tax	1,560,000	-	-	1,560,000
Other Unrestricted Intergov't	870,636	-	-	870,636
Powell Bill	2,182,000	-	-	2,182,000
Restricted Intergov't Revenues	1,429,496	-	-	1,429,496
Licenses, Permits and Fees	3,906,147	252,886	252,886	4,159,033
Rescue Service Transport	2,869,000	-	-	2,869,000
Parking Violation Penalties, Leases,	74,302	-	-	74,302
Other Sales & Services	314,868	-	-	314,868
Other Revenues	625,691	78,824	78,824	704,515
Interest on Investments	445,000	-	-	445,000
Transfers In GUC	6,428,989	-	-	6,428,989
Transfer from FEMA Fund	500,000	-	-	500,000
Appropriated Fund Balance	5,229,476	-	-	5,229,476
<b>Total Revenues</b>	<u>\$ 86,424,403</u>	<u>\$ 6,521,156</u>	<u>\$ 6,521,156</u>	<u>\$ 92,945,559</u>
<b>APPROPRIATIONS</b>				
Mayor/City Council	\$ 513,172	\$ -	\$ -	\$ 513,172
City Manager	2,887,404	35,710	35,710	2,923,114
City Clerk	259,284	4,817	4,817	264,101
City Attorney	595,757	8,888	8,888	604,645
Human Resources	2,951,607	128,960	128,960	3,080,567
Information Technology	3,218,969	(76,371)	(76,371)	3,142,598
Engineering	5,303,282	501,975	501,975	5,805,257
Fire/Rescue	14,558,962	984,803	984,803	15,543,765
Financial Services	2,740,880	55,142	55,142	2,796,022
Recreation & Parks	6,797,223	376,479	376,479	7,173,702
Police	24,493,213	2,016,375	2,016,375	26,509,588
Public Works	6,123,837	751,289	751,289	6,875,126
Planning & Development	3,116,583	102,996	102,996	3,219,579
OPEB	300,000	500,000	500,000	800,000
Contingency	102,342	500,000	500,000	602,342
Indirect Cost Reimbursement	(1,950,887)	-	-	(1,950,887)
<b>Total Appropriations</b>	<u>\$ 72,011,628</u>	<u>\$ 5,891,063</u>	<u>\$ 5,891,063</u>	<u>\$ 77,902,691</u>
<b>OTHER FINANCING SOURCES</b>				
Transfers to Other Funds	\$ 14,412,775	\$ 630,093	\$ 630,093	\$ 15,042,868
<b>Total Other Financing Sources</b>	<u>\$ 14,412,775</u>	<u>\$ 630,093</u>	<u>\$ 630,093</u>	<u>\$ 15,042,868</u>
<b>Total Approp &amp; Other Fin Sources</b>	<u>\$ 86,424,403</u>	<u>\$ 6,521,156</u>	<u>\$ 6,521,156</u>	<u>\$ 92,945,559</u>

Section II: Estimated Revenues and Appropriations. Pitt-Greenville Convention and Visitors Authority Fund, of Ordinance #20-025 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	B.	Total Amend #6	2020-21 Budget per Amend #6
<b>ESTIMATED REVENUES</b>				
Coccupancy Tax (2%)	\$ 623,259	\$ -	\$ -	\$ 623,259
Coccupancy Tax (1%)	311,630	-	-	311,630
Spec Fed/State/Loc Grant	-	1,000	1,000	1,000
Miscellaneous Revenue	275,000	-	-	275,000
Investment Earnings	482	-	-	482
Appropriated Fund Balance	193,658	-	-	193,658
<b>Total Revenues</b>	<b>\$ 1,404,029</b>	<b>\$ 1,000</b>	<b>1,000</b>	<b>\$ 1,405,029</b>
<b>APPROPRIATIONS</b>				
Pitt-Greenville Convention and Visitors Authority	\$ 1,404,029	\$ 1,000	\$ 1,000	\$ 1,405,029
<b>Total Appropriations</b>	<b>\$ 1,404,029</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,405,029</b>

Section III: Estimated Revenues and Appropriations. Recreation and Parks Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	A.	Total Amend #6	2020-21 Budget per Amend #6
<b>ESTIMATED REVENUES</b>				
Restricted Intergovernmental	\$ 200,124	\$ -	\$ -	\$ 200,124
Transfer from General Fund	980,246	165,000	165,000	1,145,246
Transfer from Capital Reserve	2,122,153	-	-	2,122,153
Transfer from CD Cap Project Fund	82,965	-	-	82,965
Transfer from FIP	44,818	-	-	44,818
Transfer from FEMA-Hurricane	117,340	-	-	117,340
Transfer from Public Works Capital	30,000	-	-	30,000
Special Donations	132,000	-	-	132,000
Miscellaneous Revenue	550,000	-	-	550,000
Appropriated Fund Balance	572,874	-	-	572,874
Long Term Financing	5,513,534	-	-	5,513,534
<b>Total Revenues</b>	<b>\$ 10,346,054</b>	<b>\$ 165,000</b>	<b>\$ 165,000</b>	<b>\$ 10,511,054</b>
<b>APPROPRIATIONS</b>				
Water Sports Facility Project	\$ 291,942	\$ -	\$ -	\$ 291,942
Tar River Development	2,875,112	165,000	165,000	3,040,112
Volleyball Courts	320,000	-	-	320,000
Town Common Parking Lot	100,000	-	-	100,000
Transfer to General Fund	9,000	-	-	9,000
Sycamore Hill Gateway	2,000,000	-	-	2,000,000
Eppes Remodel	1,250,000	-	-	1,250,000
Pool Replacement	3,500,000	-	-	3,500,000
<b>Total Appropriations</b>	<b>\$ 10,346,054</b>	<b>\$ 165,000</b>	<b>\$ 165,000</b>	<b>\$ 10,511,054</b>

Section IV: Estimated Revenues and Appropriations. Public Works Capital Projects Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	A.	Total Amend #6	2020-21 Budget per Amend #6
<b>ESTIMATED REVENUES</b>				
Occupancy Tax	\$ 372,610	\$ -	\$ -	\$ 372,610
Transfers from Other Funds	21,206,989	125,000	125,000	21,331,989
Other Income	2,731,245	-	-	2,731,245
Spec Fed/State/Loc Grant	23,754,711	-	-	23,754,711
Spec Fed/State/Loc Grant	944,223	-	-	944,223
Bond Proceeds	6,200,000	-	-	6,200,000
Appropriated Fund Balance	275,000	-	-	275,000
<b>Total Revenues</b>	<b>\$ 55,484,778</b>	<b>\$ 125,000</b>	<b>\$ 125,000</b>	<b>\$ 55,609,778</b>
<b>APPROPRIATIONS</b>				
Stantonsburg Rd./10th St Con Project	\$ 6,194,950	\$ -	\$ -	\$ 6,194,950
Computerized Traffic Signal System	8,883,151	-	-	8,883,151
Sidewalk Development Project	1,405,540	-	-	1,405,540
GTAC Project	9,336,917	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	777,600
King George Bridge Project	1,341,089	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	210,761
Street Lights & Cameras	1,401,225	125,000	125,000	1,526,225
F/R Station 3 Parking Lot	139,551	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	244,655
Parking Lot Enhancements	81,903	-	-	81,903
Street Improvements Project	14,282,805	-	-	14,282,805
Safe Routes to School	1,409,463	-	-	1,409,463
Imperial Demolition	238,464	-	-	238,464
Parking Deck Safety Improvements	135,000	-	-	135,000
Transfer to General Fund	559,764	-	-	559,764
Transfer to Street Improvement	1,002,567	-	-	1,002,567
Transfer to Recreation & Parks Capital	30,000	-	-	30,000
Transfer to Facilities Improvement	250,000	-	-	250,000
Transfer to IT Capital Projects Fund	250,000	-	-	250,000
<b>Total Appropriations</b>	<b>\$ 55,484,778</b>	<b>\$ 125,000</b>	<b>\$ 125,000</b>	<b>\$ 55,609,778</b>

Section V: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #20-025 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	A.	Total Amend #6	2020-21 Budget per Amend #6
<b>ESTIMATED REVENUES</b>				
Transfer from General Fund	\$ 282,456	\$ 767,544	\$ 767,544	\$ 1,050,000
Appropriated Fund Balance	2,733,269	-	-	2,733,269
<b>Total Revenues</b>	<b>\$ 3,015,725</b>	<b>\$ 767,544</b>	<b>\$ 767,544</b>	<b>\$ 3,783,269</b>
<b>APPROPRIATIONS</b>				
Capital Improvements	\$ 3,015,725	\$ 767,544	\$ 767,544	\$ 3,783,269
<b>Total Appropriations</b>	<b>\$ 3,015,725</b>	<b>\$ 767,544</b>	<b>\$ 767,544</b>	<b>\$ 3,783,269</b>

Section VI: Estimated Revenues and Appropriations. Vehicle Replacement Fund, of Ordinance #20-025 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	A.	Total Amend #6	2020-21 Budget per Amend #6
<b>ESTIMATED REVENUES</b>				
Sale of Property	\$ 227,460	\$ -	\$ -	\$ 227,460
Other Revenues	51,000	-	-	51,000
Transfer from Other Funds	1,260,432	-	-	1,260,432
Transfer from General Fund	512,751	2,323,405	2,323,405	2,836,156
Appropriated Fund Balance	514,608	-	-	514,608
<b>Total Revenues</b>	<b>\$ 2,566,251</b>	<b>\$ 2,323,405</b>	<b>\$ 2,323,405</b>	<b>\$ 4,889,656</b>
<b>APPROPRIATIONS</b>				
Capital Equipment	\$ 2,566,251	\$ 2,323,405	\$ 2,323,405	\$ 4,889,656
<b>Total Appropriations</b>	<b>\$ 2,566,251</b>	<b>\$ 2,323,405</b>	<b>\$ 2,323,405</b>	<b>\$ 4,889,656</b>

Section VII: Estimated Revenues and Appropriations. Housing Fund, of Ordinance #20-025 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2020-21 Revised Budget	C.	Total Amend #6	2020-21 Budget per Amend #6
<b>ESTIMATED REVENUES</b>				
CDBG Grant Income	\$ 992,960	\$ -	\$ -	\$ 992,960
CDBG-CV Grant Income	-	1,164,559	1,164,559	1,164,559
HOME Grant Income	545,511	-	-	545,511
Transfer from General Fund	328,695	-	-	328,695
<b>Total Revenues</b>	<b>\$ 1,867,166</b>	<b>\$ 1,164,559</b>	<b>\$ 1,164,559</b>	<b>\$ 3,031,725</b>
<b>APPROPRIATIONS</b>				
Personnel	\$ 525,536	\$ -	\$ -	\$ 525,536
Operating	1,341,630	1,164,559	1,164,559	2,506,189
<b>Total Appropriations</b>	<b>\$ 1,867,166</b>	<b>\$ 1,164,559</b>	<b>\$ 1,164,559</b>	<b>\$ 3,031,725</b>

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

Adopted this 8th day of February, 2021

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk