



## **Agenda**

### **Greenville City Council**

**March 14, 2022**

**6:00 PM**

**City Hall Council Chambers, 200 West 5th Street**

---

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

---

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

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

#### **VII. Consent Agenda**

1. Approval of Minutes from the December 6, 2021 City Council Workshop, February 7,

2022 City Council Workshop, February 7, 2022 City Council Meeting, and February 10, 2022 City Council Meeting

2. Amendment of the 2022 City Council Meeting Schedule and Fiscal Year 2022-23 Budget Schedule
3. Public Art Recommendation for the Emerald Loop Intersection Mural at Cotanche Street and Reade Circle
4. Public Art Recommendation for Sculpture to be Located at Dickinson Avenue and Columbia Avenue
5. Resolution of Intent to Close a 20 foot Alley north of Dickinson Avenue, west of Moye Boulevard, and adjoining the southern right-of-way of CLNA railroad
6. Resolution Authorizing the Sale of Property Located at 431 West Fifth Street by Upset Bid Method
7. Resolution Authorizing Termination of Development Agreement Between City of Greenville and Seacoast Communities, LLC for the Imperial Tobacco Processing Plant Site
8. Authorization for Greenville Utilities Commission to initiate condemnation proceedings for Easement Acquisitions for the Mt. Pleasant to Indigreen Substation Project
9. Resolution and Deed of Release for Abandonment of 10' Wide Electrical Easement Across Tax Parcel No. 74017
10. Amendment and Renewal of Interlocal Agreement with Pitt County for Use of Pitt County's 700 MHz Radio System
11. Approval of Agreement with Tyler Technologies for Support Services and Updates for EnerGov
12. Approval of Agreement with Tyler Technologies for Support Services and Updates for Munis
13. Amendment for Construction Engineering and Inspection Services on the South Tar River Greenway Phase 3B Project
14. Approval of Task Orders #1 and #2 for professional services for Construction Engineering and Inspection (CEI)/Construction Materials Testing (CMT)
15. Demolition and Sale of Existing Building Located at Wildwood Park
16. Request by Police Department to Utilize Asset Forfeiture Funds to Purchase Equipment
17. Various tax refunds greater than \$100

**VIII. New Business**

18. Presentation by the North Carolina Department of Transportation on the Dickinson Avenue Improvements Project
19. Naming of the Wildwood Park Mountain Bike Trails
20. Presentation of Draft Ordinance on Amending the Rules and Regulations Related to Bars and Clubs
21. Budget Ordinance Amendment #8 to the 2021-22 City of Greenville Budget (Ordinance #21-035), Engineering Capital Projects Fund (Ordinance #20-019), and Capital Projects Funds (Ordinance #17-024)

**IX. Review of March 17, 2022, City Council Agenda**

**X. City Manager's Report**

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

**XII. Adjournment**



City of Greenville,  
North Carolina

Meeting Date: 03/14/2022

- 
- Title of Item:** Approval of Minutes from the December 6, 2021 City Council Workshop, February 7, 2022 City Council Workshop, February 7, 2022 City Council Meeting, and February 10, 2022 City Council Meeting
- Explanation:** Approval of Minutes for the December 6, 2021 Workshop; February 7, 2022 Workshop; February 7, 2022 Meeting; February 10, 2022 Meeting
- Fiscal Note:** No direct fiscal impact.
- Recommendation:** Review and approve minutes from the December 6, 2021 Workshop; February 7, 2022 Workshop; February 7, 2022 Meeting; February 10, 2022 Meeting
- 

ATTACHMENTS

- 📄 [Proposed December 6 2021 Workshop Minutes.pdf](#)
- 📄 [Proposed February 7 2022 Workshop Minutes.pdf](#)
- 📄 [Proposed February 7 2022 Minutes.pdf](#)
- 📄 [Proposed February 10 2022 Minutes.pdf](#)

PROPOSED MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, DECEMBER 6, 2021



The Greenville City Council Workshop was held on Monday, December 6, 2021, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 4:15 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover, Council Member Monica Daniels, Council Member Will Bell

Those Absent:

Council Member William Litchfield, Jr. Council Member Rick Smiley, and Council Member Brian Meyerhoeffer, Jr.

Also Present:

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

**APPROVAL OF THE AGENDA**

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

**NEW BUSINESS**

1.) PUBLIC ART RECCOMENDATIONS FOR DOWNEAST SCULPTURE EXHIBITION ON CITY PROPERTY

Executive Director of the Pitt County Arts Council at Emerge, Holly Garriott presented the five recommended sculptures by Civic Arts Committee to be place at various locations throughout the city:

- Hanna Jubran’s “Solar System” at Reade and Cotanche
- Adam Well’s “Father and Son” at the Town Common
- David Skora’s “Baroque Standing Figure” at the Hardy Street access of the Greenway
- Kirk Seese’s “Magnify” at the Stancil Drive access of the Greenway
- Adam Wall’s “Memory Bomb” at Elm Street access of the Greenway

Ms. Garriott stated that the Art Council would like to purchase the ‘Memory Bomb’ to make it a permanent piece in its Public Art collection. She stated that with the City Council’s approval, the purchase will be made through private donations. Ms. Garriott concluded by stating that there will 17 sculptures throughout Pitt County when the exhibition opens the first Friday in March.

## 2.) PRESENTATION AMENDING THE RULES AND REGULATIONS REALTED TO BARS AND CLUBS

Chief Planner Chantae Gooby stated that this is a follow up of the discussion that took place at the November 8, 2022 City Council Workshop and stated a need to confirm what staff took away from the discussion at that meeting:

- Create more opportunities in the downtown area with updated standards
- Allow more bars downtown with special use permits (SUPs)
- Delete the 500 ft. separation between establishments
- Keep the 500 ft. separation between residents
- Establish a new zoning use, “BAR2021”

Staff proposed a SUP method where the location would have to meet criteria and standards. Chief Planner Gooby stated that this would also allow the ability to add additional conditions and would be subject to an annual renewal/review. She stated that there are two ways to approach this downtown, either looking at everything zoned CD or by drawing a box around what is considered the downtown area.

She stated that the BAR2021 zoning would come with additional standards and will govern by rules and regulation that will be subject to review by the Board of Adjustment. She stated that the balance will be between regulation and opportunity, addressing aspects such as security, lighting plans, crowd control, clean up, and ID screening. She shared how other communities in the state handle their bar and clubs zoning, stating that most do not limit the concentration of alcohol-serving establishments, but do require more complex public safety measures on the establishments. She stated that the main takeaway is that public safety is a big aspect and not every issue can be solved by a zoning ordinance.

She stated that steps moving forward for staff is to receive feedback from the City Council, share the proposed concept with the current shareholders in the area, and work on bringing back a text amendment for the City Council’s consideration.

Council Member Bell asked if BAR2021 would replace or be in addition to the current standards.

Chief Planner Gooby replied it would be in addition to current standards and staff would look at adding equity to the other uses.

Mayor Connelly stated that he has reservations with setting closing times and regulating pricing.

Chief Planner Gooby stated that there are already uses that have set hours of operation in place, such as wine and beer shops and breweries.

Council Member Bell stated that the “bottlenecking” issue may be alleviated by expanding the allowed area.

After further board discussion, the City Council expressed a consensus to focus on a geographical area in the downtown area, have staff research the ability to cap the number of establishments, and have staff bring back information on hours of operation and drink pricing.

### 3.) **REVIEW OF THE 2021 CITIZEN SURVEY RESULTS**

Communications Manager/Public Information Officer Brock Letchworth presented the results of the 2021 Citizen Survey. He advised that the survey was conducted in 2018 and had been planned on a two-year cycle, but the COVID-19 pandemic had delayed the timeline. He asked that the City Council consider the impacts of the pandemic when reviewing the results.

The survey was administered from February 2018 to October 2018, online and in paper form. The Public Information Office notified the public about the survey on the City’s social media platforms, website, weekly newspaper ad, e-newsletter, and QR codes displayed at various City facilities and events. He noted that the City had opted to use Survey Monkey as a resource for this survey because of the ease, flexibility, and nearly \$19k in cost savings in comparison to previous methods. He stated that the purpose of the survey was to gain insight on gauging and strengthening City services. Mr. Letchworth stated that there were 523 total responses to the survey and he shared the high points and low points of the survey:

#### High Points

- Increased sense of safety
- Satisfaction with trash collection
- Satisfaction with street signs and signals

#### Low points

- Opportunities for improvement in Fire/EMS services
- Opportunities for improvement in neighborhood street maintenance
- Lack of affordable housing
- Opportunities for improvement in code enforcement

Communications Manager Letchworth noted that the responses indicated a shift in how the public receives its information, moving away from television and print to digital media, such as the City’s website and social media accounts. He stated the next steps are to distribute the results to the departments, explore opportunities to gather additional information in areas where the results did not meet expectations and finally bring a follow up report to the Council on the steps taken.

Mayor Connelly thanked Communications Manager Letchworth and stated the importance of the survey and the insight it provides on areas that need investment and areas where investments have

paid off, citing examples that have improved public safety, such as the improved lighting plan and shot spotter technology.

City Manager Wall stated that because of the low cost, ease, and flexibility of this new method, surveys would eventually become more frequent with less questions.

Communications Manager Letchworth stated that the survey links would be shared with the City Council so that they can share the surveys as well.

**ADJOURNMENT**

Council Member Bell moved to adjourn the meeting. Council Member Daniels seconded the motion. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 5:04 p.m.

Prepared by:  
Camillia P. Smith  
Deputy City Clerk

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar



PROPOSED MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, FEBRUARY 7, 2022



A workshop of the Greenville City Council was held Monday, February 7 2022, at 4:00 p.m. in the Council Chambers located on the third floor of the City Hall building at 200 West Fifth Street. Mayor Connelly called the workshop to order and called for a roll call.

Those Present:

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

Those Absent:

Mayor Pro-Tem Rose Glover and Council Member William Litchfield, Jr.

Also, Present:

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

**APPROVAL OF THE AGENDA**

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

**NEW BUSINESS**

1.) FINAL PRESENTATION BY HUNDEN STRATEGIC PARTNERS REGARDING THE GREENVILLE DOWNTOWN FINANCIAL ASSESSMENT IN ORDER TO ATTRACT NEW REINVESTMENT TO THE CENTER CITY CORE

Mr. Rob Hunden, President and CEO of Hunden Strategic Partners (HSP), provided a presentation on the findings of HSP's destination market and financial feasibility study. He stated that the goal is to jump start downtown development, create a cohesive and walkable downtown, and attract and retain talent.

Mr. Hunden listed strengths, weaknesses, opportunities, and threats:

Strengths: hub of eastern Carolina, recent downtown development projects, Town Common and the Tar River, site availability for development, residential/restaurant/entertainment uses

Weaknesses: no "core" hub of activity/no critical mass, lack of variety of housing, government buildings on prime development sites, cost hurdle to develop due to parking

Opportunities: residential/restaurant/retail/entertainment; connectivity of Dickinson, Evans Street & Town Common; activated streets; festivals and events to activate downtown; streetscaping, signage, and uptown destination marketing

Threats: lack of follow through, developers deploying capital elsewhere; staying stagnant

Mr. Hunden emphasized the importance of finding solutions for parking, creating opportunities for vertical growth, and the need to cultivate a denser, walkable downtown area. He recommended that the City take an active, guiding lead in developing the downtown area. He stated that the next steps would include confirming participation from the City, confirming sites and projects, and initiating a developer solicitation process. He noted that conversations with developers and stakeholders gives him the impression that the City is not seen as a reliable partner that will lead the charge for downtown development. HSP recommended that the City engage with a municipal advisor to better understand the resources and tools available for development. He stated that HSP and City staff have identified potential development sites, including the Five Points Plaza. He stated that impact models for Five Points Plaza redevelopment include: structured parking, retail/restaurant spaces on the ground floor, and residential development on the top of the parking structure.

## 2.) PRESENTATION OF DRAFT ORDINANCE ON AMENDING THE RULES AND REGULATIONS RELATED TO BARS AND CLUBS

Planning and Development Director Thomas Barnett stated that the presentation is a follow-up to the City Council's December 6, 2021 Workshop. He stated that staff heard a desire from the City Council to focus on updating standards that would apply to a specific region with a boundary map in the downtown area. He stated that the feedback taken from that meeting was discussed at two virtual stakeholder meetings on January 20, 2022 and January 25, 2022, and proposed standards were modified based on the feedback received.

Proposed Definition for "BAR 2021" Use

1. An establishment of which the principal use is entertainment and which meets all of the following:
  - a. Shall not require a cover or minimum charge for admittance or service during regular or special periods of operation; no fees may be collected at the door ever
  - b. May sell tickets for special events online up to 24 hours before the event no more than x/month
  - c. Occupies 3,500 square feet or less of mechanically air conditioned floor area (primary function area);
  - d. May provide live or recorded amplified music;
  - e. May provide a floor show;
  - f. May provide a dance area;
  - g. May provide a full service bar;

- h. May offer food service and prepared and/or packaged foods, in a ready-to-consume state;
- i. Hours of operation shall be limited to 12:00 (midnight) Sunday-Thursday and 1:00 a.m. on Friday and Saturday

#### Original Proposed Standards

- Annual review by staff, with findings that would require the Board of Adjustment (BOA) to rehear and renew/revoke the Special Use Permit (SUP)
- If providing amplified entertainment after 11:00 p.m., must provide 1 security guard or off-duty law enforcement officer for occupancy 50-199 persons; 2 for 200 or more occupancy
- Exterior lighting plan for the private property (similar to D&E standards)
- Hours of operation limited to 12 midnight Sunday – Thursday; 1 a.m. on Friday and Saturday
- No cover charge or membership
- Collect and dispose of litter and debris in the vicinity by 7 a.m.
- Shall admit only individuals at least 21 years of age
- Shall use apps/software to detect fake IDs
- Shall submit security plan approved by the Police Department as part of the application for a SUP
- Shall submit a lighting plan for building, lot, and parking lot
- Shall submit a parking plan; consider whether parking exemption is desirable
- Shall not apply drink pricing specials such as penny drafts, minimum price
- Shall comply with all current building codes and safety standards
- Additional conditions may be placed by the to ensure standards of SUP are met, initially or upon review by the BOA

Council Member Bell asked for the rationale behind proposed standards related to cover charges and if there would be a way to allow cover charges for live music.

Staff stated that some bars use cover charges as a way to admit those under 21 entrance and charge higher drink prices. Currently there is not an age limit downtown so anyone can go into an establishment where most will mark those that are over or under 21 to show who can purchase alcohol and who cannot.

Manager Wall stated that staff will explore the idea of cover charges associated with special performance and methods of enforcement.

Council Member Smiley asked if an area could be designated on the map and the parcel rules removed from that area.

Manager Wall stated that the idea of the proposed use is that staff can say that there are no buffer rules within a designated area. She stated that one of the most important factors of this proposed

use will be the building codes and safety standards, which all bar owners will be required to conform to.

Council Member Smiley asked how staff will be able to map “strikes” and attribute them to the proper business.

Director Barnett advised that it can be tough when the bars are so close together, but staff anticipates that they will open at different times rather than all at once, and that will help. He stated that staff is working on putting things in place and will use feedback from police reports, camera footage, and testimony from those in the area, to identify issues. He stated that notices will be sent as soon as issues are identified to give owners time to respond or refute, and the intent will be to have open conversations by the time that the reviews come around so that the BOA will have sufficient evidence to make the call.

After further discussion and direction by the Council, Manager Wall stated that staff has heard a desire for more flexible operating rules around bars and will bring back final language for this use, which will be permitted within a specific area with no buffering requirements, and something related to cover charges for special events. Additionally, per the Council’s request, she stated that a presentation on these changes will be presented to the stakeholders group.

### 3.) UPDATE ON SOCIAL DISTRICTS

Assistant City Attorney Donald Phillips provided a follow-up presentation to the City Council. He listed the communities currently utilizing social districts in the state: Kannapolis, Newton, Greensboro, Hickory, Norwood, and Salisbury. He stated that these communities have set certain days for social districts and are not centered on specific events.

Attorney Phillips listed considerations for the City Council:

- Areas to designate
- Days and hours desired
- Budgeting and staffing considerations
- Penalties for violations
- Opt-in and application and permitting process
- Handling of non-participating permittees and those that opt out later
- Which City Department will handle the application process
- Impact on special events
- Impact on traffic
- Impact on gatherings and line management of sidewalks
- Signage and logos
- Beverage containers and associated rules
- Insurance costs
- Sanitation and maintenance costs

- Marketing, promotion, education
- Point of contact in the City
- City website link (mandated)
- Sign compliance (mandated)

Mayor Connelly asked what that would look like from an enforcement standpoint.

Police Chief Mark Holtzman stated that starting slow and picking a small area a few days a week, or during special events would be helpful, like FreeBoot Fridays. He stated that the time of day is key and it would be ideal to end prior to closing time to allow patrons to spread out.

After further discussion, the City Council expressed consensus to bring back information on establishing social districts in the City on FreeBoot Fridays until 10 p.m.

City Manager Wall stated that information about social districts would be included in the update meeting for stakeholders.

#### 4.) PUBLIC ART RECOMMENDATION FOR THE EMERALD LOOP INTERSECTION MURAL AT COTANCHE STREET AND READE CIRCLE

Pitt County Arts Council Director Holly Garriot stated that the proposed mural is the second of six murals that was included in the Emerald Loop Plan that was approved by the City Council. She stated that the Arts Council will work with City staff beginning in mid-May –early June. She stated that the work is anticipated to take 1-2 days, but the request for street closure will be 3-4 days to account for potential weather delays. She stated that the closure would be timed after graduation.

#### 5.) PUBLIC ART RECOMMENDATION FOR SCULPTURE TO BE LOCATED AT DICKINSON AVENUE AND COLUMBIA AVENUE

Pitt County Arts Council Director Holly Garriot stated that the proposed sculpture will be placed in the grassy area next to the overpass by Dickinson Avenue. She stated that the base of the sculpture will be the spiral staircase that was inside of the Paddock Club for over 30 years. She stated that the Paddock Club served as a safe haven for the LGBTQ community for a number of decades. She stated that area is owned by the North Carolina Department of Transportation (NCDOT) and approval will be needed to submit a public arts application to the NCDOT. She stated that there will not be a fiscal impact on the City because the funds would be secured by the Pitt County Arts Council at Emerge.

#### **Adjournment**

There being no further business before the City Council, motion was made by Council Member Bell and seconded by Council Member Daniels to adjourn the meeting. Motion carried unanimously. Mayor Connelly adjourned the meeting at 5:45 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk

PROPOSED MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, FEBRUARY 7, 2022



A meeting of the Greenville City Council was held to conduct a meeting on Monday, February 7, 2022, 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 Brian Meyerhoeffer, Jr. and Council Member William Litchfield, Jr.

Those Absent:

Mayor Pro-Tem Rose Glover

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Deputy City Clerk Camillia Smith, Deputy City Manager Michael Cowin, Assistant City Manager Ken Graves, Assistant City Attorney Dene Alexander

**V. APPROVAL OF THE AGENDA**

City Attorney Emanuel McGirt requested that a closed session be added to the City Council agenda.

Council Member Daniels requested that the following item be removed from the City Council agenda to allow Mayor Pro-Tem Glover the opportunity to participate in discussions:

8. Update on potential Greenfield Terrace Park improvements using American Rescue Plan Act funding

Council Member Smiley made a motion to approve the agenda with the requested changes. Council Member Bell seconded the motion and the motion carried unanimously.

**VI. SPECIAL RECOGNITIONS**

City Manager Ann Wall recognized new Fire/Rescue Chief Carson Sanders, whom was in attendance.

1. Sports Destination Management Named Greenville, NC as the 2021 Small Market Champion of Economic Impact for Hosting the 2021 Little League Softball World Series

Convention & Visitors Bureau President and CEO Andrew Schmidt and Greenville-Pitt County Sports Commission Executive Director Gray Workman presented the City with the award and spoke about the impact of the Little League World Series.



2. Chasity McCurdy – National Recreation and Parks Association Recognition as one of the Top 30 Young Professionals in the Recreation and Parks Field

Manager Wall stated that Ms. McCurdy has been recognized nationally as one of the Top 30 under 30 young professionals for her impact on the agency, service to the community, and innovation. She stated that Ms. McCurdy does excellent work in the community and looks forward to future accomplishments.

## **VII. PUBLIC COMMENT PERIOD**

Mayor Connelly opened the public comment period at 6:15 p.m., explaining the public comment procedures.

Mr. Andrew Schmidt, 417 S. Cotanche St.

Mr. Schmidt thanked the City Council, City leadership, and the Transit Division for the trolley service, the Emerald Express. He stated that the service is a fun way to explore the city and a component that helps the city remain competitive.

Mr. Calvin Johnson, 1008-A Masters Lane

Mr. Johnson stated that he is the owner of East Carolina Italian Ice and he plans on opening a storefront soon in the Uptown area. He expressed his support of amending the 500 ft. rule for bars and clubs because he thinks that it will be beneficial for his business and others.

Ms. Carol Sheppard, 1008-A Masters Lane

Ms. Sheppard stated that she was also speaking on behalf of East Carolina Italian Ice in support of amending the 500 ft. rule in the downtown area for clubs and bars. She stated that the change will be good for businesses.

Mr. Don Cavellini, 101 Lancaster Dr.

Mr. Cavellini stated that he is making comments on behalf of residents north of the river. He stated that there are concerns about the newly established data processing use and asked the City Council to reconsider that decision. He stated his confusion regarding the policy on public hearing comments and did not know why speakers were told that they could not make their comments during Public Comment at the December 10, 2021, meeting. *(Note: Per the policy on public hearings, comments made on matters that are subject to a public hearing scheduled that week must be made at that respective public hearing and cannot be made during Public Comment)*

Mayor Connelly clarified that the rules for comments on matters related to public hearings had been in place for years.

Mr. Ed Carter, 104 Fireside Rd.





Mr. Carter stated his concern with cryptomining and the potential impact on quality of life. He stated some of his concerns with the drainage and use of jet fuels by his neighborhood, Greenfield Terrace. He asked that the City Council look into ways to improve the quality of life of its citizens.

Manager Wall noted that staff had met with residents of the Greenfield Terrace community about drainage issues and had also advised them to get in contact with Mr. Bill Hopper, PGV Airport Director.

#### Anonymous Speaker

An unnamed gentleman asked that the City Council vote No and declined to leave his name or provide specifics.

There being no additional speakers, Mayor Connelly closed the public comment period at 6:30 p.m.

### **VII. CONSENT AGENDA**

The following items were presented for approval:

3. Approval of minutes from the December 6, 2021 City Council Meeting, January 10, 2022 City Council Workshop, and the January 10, 2022 City Council Meeting –  
**UNANIMOUSLY APPROVED**
4. Amendment No. 2 to an Economic Development Agreement with Grover Gaming, Inc. –  
**PULLED FOR DISCUSSION**
5. Contract with A & B Cleaning Service Inc. for Custodial Services for G. K. Butterfield Transportation Center – **UNANIMOUSLY APPROVED**
6. Various tax refunds greater than \$100 – **UNANIMOUSLY APPROVED**

Council Member Smiley requested that the following item be pulled from the Consent Agenda for discussion:

4. Amendment No. 2 to an Economic Development Agreement with Grover Gaming, Inc.

Council Member Smiley made a motion to approve all remaining items on the Consent Agenda. Council Member Bell seconded the motion and it carried unanimously.

### **VIII. NEW BUSINESS**

- 4.) **AMENDMENT NO. 2 TO AN ECONOMIC DEVELOPMENT AGREEMENT WITH GROVER GAMING, INC. – UNANIMOUSLY APPROVED**



Council Member Smiley requested that staff state the changes that will be made under the requested amendment.

Manager Wall stated that the amendment will add Banilla Games as a partner company to the conditions of the agreement.

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

**7.) FIRST READING OF AN ORDINANCE REQUESTED BY THE POLICE DEPARTMENT TO AMEND SECTION 12-1-3 OF THE CITY CODE TO ESTABLISH CIVIL AND CRIMINAL PENALTIES IN COMPLIANCE WITH SESSION LAW 2021-138 – FIRST READING HEARD AND UNANIMOUSLY APPROVED WITH THE SECOND READING SCHEDULED AT THE CITY COUNCIL’S FEBRUARY 10, 2022 MEETING**

Police Chief Mark Holtzman stated that this request was first presented to the City Council at its January 10, 2022 Workshop. He stated that based on the NC General Assembly Session Law 2021-138, City ordinance enforcement has been decriminalized. He stated that the Police Department is requesting that the City amend City Code *Section 12-1-3 Discharge of Firearms and other Weapons* to add a subsection (F) to impose civil and criminal penalties. He stated that this is considered a first reading and staff is requesting that the City Council take a preliminary vote.

Council Member Smiley made a motion to accept the first preliminary reading of the ordinance and continue the item to February 10, 2022, for a second reading.

Upon the advisement of the City Attorney, Council Member Smiley made a motion to approve the ordinance for the first time. Council Member Bell seconded the motion and it carried unanimously.

**8.) UPDATE ON POTENTIAL GREENFIELD TERRACE PARK IMPROVEMENTS USING AMERICAN RESCUE PLAN ACT FUNDING – REMOVED**

**9.) BUDGET ORDINANCE AMENDMENT #7 TO THE 2021-22 CITY OF GREENVILLE BUDGET (ORDINANCE #21-035), CAPITAL PROJECTS FUNDS (ORDINANCE #17-024), AND ARPA FUND (ORDINANCE #21-053) – UNANIMOUSLY APPROVED, ORDINANCE 22-015**

Finance Director Byron Hayes presented the proposed amendment to the City Council:



**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #7**

	Description	Funds	Budget Impact	Amount
A	To recognize funding received from restricted/intergovernmental for the ROAP grant within Transit	Transit	Increase	\$20,000
B	To recognize additional debt revenue within the Wildwood Park Project	RP Cap Proj	Increase	\$3,772,829
C	To allocate American Rescue Plan Act (ARPA) funding received from the US Department of Treasury for employee premium pay	ARPA	Neutral	\$305,000

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

**IX. REVIEW OF THE FEBRUARY 10, 2022 AGENDA**

City Manager Wall listed the following items for the City Council's Thursday, January 13, 2022 meeting:

1. Bobby Stainback – Public Works Department Retiree
2. Henry Best – Fire/Rescue Department Retiree
3. Appointments to Boards and Commissions
4. Resolution to Close a portion of Southeast Alley
5. Ordinance requiring the demolition and removal of the dwelling located at 1217 Battle Street, Tax Parcel #10006
6. Ordinance Amending City Code Title 9, Chapter 1, Article E, “*Repair, Closing or Demolition of Abandoned Structures*” and Title 9, Chapter 1, Article F, “*Minimum Housing Code*” to Authorize Filing and/or Cancelling a Notice of Lis Pendens in Minimum Housing and Abandoned Structure Code Enforcement Cases
7. Second reading and adoption of an ordinance requested by the Police Department to amend Section 12-1-3 of the City Code to establish civil and criminal penalties in compliance with Session Law 2021-138



## **X. CITY MANAGER'S REPORT**

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

## **XI. COMMENTS FROM THE MAYOR AND CITY COUNCIL**

The City Council welcomed Fire/Rescue Chief Sanders and thanked staff for recent efforts, notably the Winterfest event organized by the Recreation and Parks Department. The City Council encouraged everyone to participate in the many opportunities to observe and celebrate Black History Month in the community.

### **(ADDED) CLOSED SESSION**

City Attorney Emanuel McGirt requested that the City Council enter into a closed session to discuss matters pursuant to NC §143-318.11 to discuss the expansion or location of industries served by the public body including a list of tentative economic development incentives that may be offered to the public body in negotiations.

Council Member Bell made a motion to move into Closed Session. Council Member seconded the motion and it carried unanimously. Mayor Connelly moved the City Council into closed session at 6:43 p.m.

Following discussions had during the closed session, Council Member Smiley made a motion to exit closed session. Council Member Daniels seconded the motion and it carried unanimously. Mayor Connelly moved the City Council into open session at 7:24 p.m.

## **XII. ADJOURNMENT**

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 7:25 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk

PROPOSED MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, FEBRUARY 10, 2022



A meeting of the Greenville City Council was held to conduct a meeting on Thursday, February 10, 2022, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m., providing the invocation and leading the Pledge of Allegiance.

Those Present:

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

Those Absent:

Mayor Pro-Tem Rose Glover

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Deputy City Clerk Camillia Smith, Deputy City Manager Michael Cowin, Assistant City Manager Ken Graves, Assistant City Attorney Dene Alexander

**V. APPROVAL OF THE AGENDA**

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

**VI. SPECIAL RECOGNITIONS**

1.) BOBBY STAINBACK, PUBLIC WORKS RETIREE

Mr. Stainback was recognized for his 24 years of service with the City of Greenville in the Fleet Division of the Public Works Department. Mr. Stainback served as the primary mechanic for Transit while constantly refining his skill set through trainings and certifications. The City Council, Manager Wall, and Public Works Director Kevin Mulligan commended Mr. Stainback for his service.

2.) HENRY BEST, RECREATION AND PARKS RETIREE

Mr. Best was recognized for his 29 years of service beginning in 1993 and served his career with the City of Greenville serving with Shift 2. Mr. Best was recognized for serving as a mentor and guiding force in the Fire/Rescue Department. Mr. Best was congratulated by the City Council, Manager Wall, and Fire/Rescue Chief Sanders and Chief Davenport.

**VII. PUBLIC COMMENT PERIOD**



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

Mr. Steven Hardy Braz, 3340 North Greene St.

Mr. Hardy Braz stated that the City has moved from #1 in the state for crashes and wrecks to #8. He stated that progress is being made and asked that the City continue to work on making the city safer and more walkable. He asked that the City Council consider a vision zero policy.

Mr. Alfred Adams, 2462 Old Creek Road

Mr. Adams stated that he has lived in Greenville for 39 years and is speaking on behalf of residents of the North River group. He stated that they are concerned about potential noise and environmental impacts of data processing. He asked that the City Council consider pausing to conduct economic and environmental studies. He asked that the effort be made to make sure that it is as energy efficient, quiet, and unobtrusive as possible.

Mr. Don Cavellini, 101 Lancaster Drive

Mr. Cavellini stated that he would be attending each meeting until the City Council decides to revisit the matter of data mining. He stated that he was in attendance with residents of the Greenfield and Brookhaven neighborhoods.

Mr. Paul Fallon

Mr. Fallon stated that he is a 20-year resident of the city and wished to echo the sentiments of the previous two speakers. He stated that he had sent the City Council materials that listed the pros and cons of data processing facilities but did not receive a response from anyone. He stated his concern with a perceived lack of transparency and questioned information provided by the Greenville ENC Alliance. He stated his concern with a perceived lack of investigation and independent study.

Mayor Connelly and Council Member Smiley noted that they did send Mr. Fallon a response to his message.

Mr. Ronald Williams

Mr. Williams stated that he is a resident that lives north of the river and feels that the previous three speakers did a good job. He stated that he does not believe that all of his neighbors are aware of what this will bring. He stated that there is a lot to think about and it is important to be safe.

Mr. Lucius Anderson

Mr. Anderson stated that he lives in the same neighborhood and they are already dealing with noise from the airport. He stated his concern with potential additional noise from data processing because there are a lot of elderly people in the neighborhood.



## VIII. APPOINTMENTS

### 3.) APPOINTMENTS TO BOARD AND COMMISSIONS

- Mr. Kevon Gainer was appointed to the Recreation and Parks Commission by a motion that was made by Council Member Bell. Council Member Daniels seconded the motion and it carried unanimously.

All remaining appointments were continued.

## IX. NEW BUSINESS

### PUBLIC HEARINGS

#### 4.) RESOLUTION TO CLOSE A PORTION OF SOUTHEAST ALLEY – **UNANIMOUSLY APPROVED, RESOLUTION 010-22**

Director of Engineering Lisa Kirby provided an overview of the request to the City Council. She stated that the City had acquired the easements for public rights of access way in 1973 and 1974 from areas from Fourth Street to Cotanche Street, now known as the Southeast Alley. In August 2020, the City entered into an agreement with Greenville Ventures, LLC for the construction of a hotel. She stated that Greenville Ventures, LLC owns several parcels adjacent to the alley and is requesting to close the portion of the Southeast Alley on their property. She stated that utility easements will remain until the utilities are relocated. She noted that this request will not impact access to the adjacent property owners. She reported that the Planning & Zoning Commission voted unanimously to recommend the request and staff also recommends approval.

Council Member Bell asked if staff had spoken with the business owners.

Director Kirby stated that the adjacent property owners had been notified.

Hearing no additional questions from the Council for staff, Mayor Connelly opened the public hearing at 6:28 p.m. and invited speakers in favor of the request to come forward to speak.

#### Mr. Jeremy King

Mr. King stated that he is an attorney speaking on behalf of the applicant. He noted that he had been on the City's Redevelopment Commission when they had first created a public space in the alley with hammocks. He stated that they had also spoken with adjacent property owners and he noted that this request would not block anyone from using the alleyway to move from the parking deck to the hotel or anywhere down that way. Mr. King offered to answer any questions that the Council and anyone in rebuttal may have.



Mayor Connelly called for additional speakers of the request to come forward. Seeing none, he called for those in opposition to come forward to speak. Seeing none, he closed the public hearing at 6:32 and called for board discussion or a motion.

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

5.) **ORDINANCE REQUIRING THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 1217 BATLLE STREET – UNANIMOUSLY APPROVED, ORDINANCE 22-016**

Planning & Development Services Assistant Director Les Everette provided an overview of the state of the property to the City Council. He stated that total value of the property is \$24,448 with the costs of repair to bring it up to minimum standards estimated at \$101,335 and estimated cost of demolition \$10,000. He stated that staff recommends demolition of the property and if approved, will be ready to begin demolition once the required 90-day waiting period has passed.

Hearing no questions for staff, Mayor Connelly opened the public hearing at 6:34 p.m. and invited those in favor of the request to come forward to speak. Seeing none, he called on those in opposition of the request to come forward. Seeing none, he closed the public hearing at 6:35 p.m. and called for discussion or a motion.

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

OTHER ITEMS OF BUSINESS

6.) **ORDINANCE AMENDING CITY CODE TITLE 9, CHAPTER 1, ARTICLE E, "REPAIR, CLOSING OR DEMOLITION OF ABANDONED STRUCTURES" AND TITLE 9, CHAPTER 1, ARTICLE F, "MINIMUM HOUSING CODE" TO AUTHORIZE FILING AND/OR CANCELLING A NOTICE OF LIS PENDENS IN MINIMUM HOUSING AND ABANDONED STRUCTURE CODE ENFORCEMENT CASES – UNANIMOUSLY APPROVED, ORDINANCE 22-017**

Assistant City Attorney Dene Alexander provided an overview of the request to the City Council. She stated that notice of lis pendens is a legal filing that notifies subsequent purchasers or transferees of code enforcement actions affecting properties and once filed, binds code enforcement action on subsequent purchasers. She stated that will provide an additional tool to assist with code enforcement compliance and it will improve efficiency by reducing costs and staff time by removing requirements of reinstating code enforcement cases when there is a change in property owner, and the requirement for new title searches.





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

7.) SECOND READING AND ADOPTION OF AN ORDINANCE REQUESTED BY THE POLICE DEPARTMENT TO AMEND SECTION 12-1-3 OF THE CITY CODE TO ESTABLISH CIVIL AND CRIMINAL PENALTIES IN COMPLIANCE WITH SESSION LAW 2021-138 – **UNANIMOUSLY APPROVED, ORDINANCE 22-018**

Police Chief Mark Holtzman came forward for the second reading of the proposed ordinance and to answer any questions.

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

#### **X. CITY MANAGER’S REPORT**

City Manager Wall requested that the City Council cancel the February 21, 2022 meeting.

Council Member Meyerhoeffer made a motion to cancel the February 21, 2022 meeting. Council Member Bell seconded the motion and it carried unanimously.

#### **XI. COMMENTS FROM THE MAYOR AND CITY COUNCIL**

The Mayor and City Council wished everyone a Happy Valentine’s Day and asked the community to support East Carolina University (ECU) Baseball, which will begin February 18.

#### **XII. ADJOURNMENT**

Hearing no further discussion, Mayor Connelly called for a motion to adjourn. 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 6:45 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Amendment of the 2022 City Council Meeting Schedule and Fiscal Year 2022-23 Budget Schedule

**Explanation:** The City Council adopted a 2022 meeting schedule and FY 2022-23 budget schedule in October 2021 in anticipation of a municipal election scheduled for March 2022. Due to State mandates, the municipal election has been rescheduled to May 17, 2022. In order to accommodate this new date, staff is proposing the following changes to the City Council meeting schedule and the budget schedule:

**2022 City Council Meeting Schedule Proposed Changes**

- Change March 28, 2022 Meeting to a Workshop at 6:00 p.m.
- Add a City Council Workshop on April 11, 2022 at 4:00 p.m.
- Change the April 11, 2022 Organizational Meeting to a regular meeting
- Add a City Council meeting on April 25, 2022, at 6:30 p.m. to follow the Joint City Council - GUC Meeting
- Add a City Council meeting on May 23, 2022 at 6:00 p.m.
- Cancel the May 20, 2022 Planning Session
- Cancel the May 21, 2022 Planning Session
- Cancel the June 6, 2022, City Council Workshop
- Change the June 6, 2022, City Council Meeting to an Organizational Meeting
- Cancel the August 22, 2022, City Council Meeting
- Add a City Council Planning Session on August 26, 2022 beginning at 12:00 p.m.

**FY 22-23 Budget Schedule Proposed Changes**

- Presentation of FY 22-23 Budget to the City Council - April 25, 2022
- Presentation of GUC, SML, CVA Budgets to the City Council - May 9, 2022
- Public Hearing for the FY 22-23 Budget and FY 23-24 Plan - May 12, 2022
- Consideration of adoption of the FY 22-23 Budget and FY 23-24 Plan - add a meeting on May 23, 2022

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

**Recommendation:** Adopt the revised 2022 City Council Meeting Schedule and revised FY 22-23 Budget Schedule

---

ATTACHMENTS

-  [2022 City Council Meeting Calendar - proposed amendments.pdf](#)
-  [2022 Budget Schedule - proposed amendments](#)



## CITY OF GREENVILLE 2022 SCHEDULE OF CITY COUNCIL MEETINGS

(All meetings are held in the Council Chambers, located on the third floor of City Hall, 200 W. Fifth St., Greenville NC 27834, unless otherwise noted)

- January 10 – 4:00 PM (Workshop)  
January 10 – 6:00 PM  
January 13 – 6:00 PM (cancelled)  
January 24 – 6:00 PM (held virtually using Zoom)
- February 7 – 4:00 PM – (Workshop)  
February 7– 6:00 PM  
February 10 – 6:00 PM  
February 21 – 6:00 PM
- March 14 – 4:00 PM – (Workshop)  
March 14 – 6:00 PM  
March 17 – 6:00 PM  
March 28 – 6:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
- April 11 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)  
April 11 – 6:00 PM  
April 14 – 6:00 PM  
April 25 – 6:00 PM (Joint City Council –GUC Meeting)  
April 25 – 6:30 PM (Budget Presentation)
- May 9 – 6:00 PM (Budget Presentation for Convention & Visitors Bureau, Sheppard Memorial Library, and Greenville Utilities)  
May 12 – 6:00 PM  
May 23 – 6:00 PM
- June 6 – 6:00 PM (Organizational Meeting - Installation Ceremony)  
June 9 – 6:00 PM  
June 27 – 6:00 PM
- August 15 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)  
August 15 – 6:00 PM  
August 18 – 6:00 PM  
August 26 – 12:00 PM (Planning Session, Gallery Room, City Hall, 200 W. Fifth St., Greenville, NC 27834)
- September 8 – 6:00 PM  
September 19 – 6:00 PM - (Joint City Council - GUC meeting)
- October 10 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)  
October 10 – 6:00 PM  
October 13– 6:00 PM  
October 24 – 6:00 PM
- November 7 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)  
November 7– 6:00 PM  
November 10– 6:00 PM
- December 5 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)  
December 5– 6:00 PM  
December 8 – 6:00 PM

## Budget and Capital Improvement Program (CIP) Schedule Fiscal Year 2022-2023 Budget

September 27, 2021	Monday	Budget Kickoff / City Manager's Vision Discussion of budget process and documents
September 28 – 30, 2021	Tuesday – Thursday	Budget Training Go to COGNET to find Next Year Budget Entry directions
October 18, 2021	Monday	Personnel Budget Preparation Worksheets verified and returned to HR New position and reclassification requests due to HR IT requests due to Information Technology
November 10, 2021	Thursday	CIP and FIP request forms due to Budget Office Recommended New Positions/Reclassifications due to Budget Office from HR Recommended Technology requests due to Budget Office from IT
November 17, 2021	Wednesday	Revenue Projections and Manual of Fees changes due to Budget Office Cost Recovery Benefits and Administration Meeting with HR
November 22, 2021	Monday	Budget targets distributed to departments
December 3, 2021	Friday	Department Mission Statement and Goals due to Budget Office Dept. budget requests and Increment/Decrement forms due to Budget Office
December 6 – 10, 2021	Monday – Friday	Department Head budget meetings with Assistant City Manager(s)
December 15 - 17, 2021	Wednesday – Friday	Assistant City Manager(s) budget meetings with City Manager, Finance Director and Department Heads
January 11, 2022	Tuesday	HR approved departmental Personnel Budget Preparation Worksheets submitted to Budget Office
January 20, 2022	Thursday	Revenue and Expense forecast finalized by Financial Services/Budget Office
February 15 – 18, 2022	Tuesday – Friday	Follow-Up budget meetings with Department Heads, Assistant City Manager(s), and City Manager
April 14, 2022	Thursday	City Council preview of Proposed City Budget
April 20, 2022	Wednesday	Proposed GUC, SML, and CVA budgets due to Budget Office
<b>April 25, 2022</b>	Monday	Proposed City budget presented to City Council
<b>May 9, 2022</b>	Monday	Proposed GUC, SML and CVA budgets presented to City Council Public Display of balanced budgets prior to Public Hearing
<b>May 12, 2022</b>	Thursday	Public Hearing – Fiscal Year 2022-2023 Budget
<b>May 23, 2022</b>	Monday	Consideration of adoption of the Fiscal Year 2022-2023 Budget



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Public Art Recommendation for the Emerald Loop Intersection Mural at Cotanche Street and Reade Circle

**Explanation:** In 2018, the City of Greenville was designated a SmART City by the North Carolina Arts Council. Greenville was the fifth city in North Carolina to receive this designation. The Pitt County Arts Council and the City of Greenville, along with various other stakeholders, formed the SmART Resource Team and worked together to come up with a project that would transform the City Center through the arts.

The project chosen was the Emerald Loop, a multi-modal urban art trail. This is a 5-year plan, with partnerships from the Arts Council, the City, County, and other community stakeholders. The SmART Resource Team hired Haddad/Drugan, an artist/design firm, who spent 9 months working with stakeholders and the community to form the Emerald Loop Vision Plan.

Various projects and an implementation plan were detailed in the Vision Plan, including pavement art designed by Haddad/Drugan to be inlaid at the intersection of Reade and Evans Streets and a district wide lighting plan to offer recommendations and specifications for artistic lighting throughout the City Center.

The pavement art was included in the Emerald Loop Vision Plan. Designed by Haddad/Drugan, this artwork will be inlaid vehicular grade Thermoplastic installed by CACTX, who will be also overseeing the Traffic Management Plan, which will be approved by the City's Engineering Department.

This will be the second intersection mural as part of the Emerald Loop Vision Plan, which will eventually include at least 6 intersection murals (three on 5th Street and another at Dickinson Avenue and Reade Circle). The first intersection mural was completed successfully at the intersection of Evans Street and Reade Circle in June 2021. The Civic Arts Committee and the Emerald Loop Steering Committee are working with the Engineering Department and Public Works Department to work out all logistics. However, the company CACTX will be contracted to implement the project and the Traffic Management Plan so the City staff and services will not be impacted. The expected date of implementation will be mid to late May or June of 2022. Arts Council representatives will work with the City Manager's Office, Engineering Department, Public Works Department, Convention & Visitors Bureau, and Uptown Greenville to make

sure that the road closures will have minimal impact on area businesses and the community. The goal is to complete work on a weekend as to not impact work-week traffic. It is estimated that it will take 2 days to complete, unless there are weather issues, which will add 1-2 days for implementation.

At the February 7, 2022 City Council workshop, representatives from the Pitt County Arts Council's Civic Arts Committee presented the details of this project, including a maintenance plan, and the recommendations for implementation for this project.

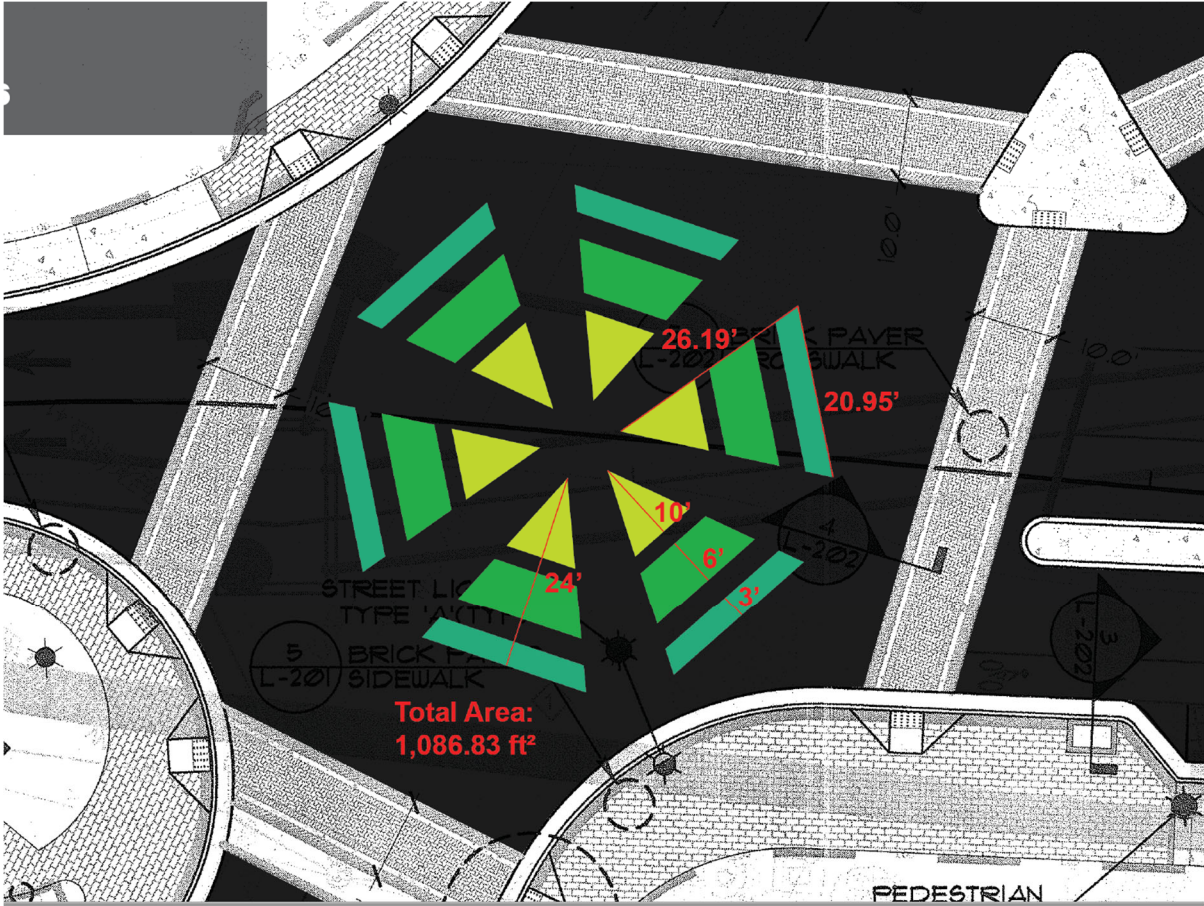
**Fiscal Note:** Approximately \$40,000 is included in the City's Adopted FY 2021-22 Budget to fund this partnership initiative.

**Recommendation:** Approve the public art recommendation for the Emerald Loop Intersection Mural at Cotanche Street and Reade Circle

---

#### ATTACHMENTS

 [Emerald Loop Cotanche Pavement\\_Mural.pdf](#)



**Intersection Mural at Cotanche Street and Reade Circle Intersection**

Artists: Haddad/Drugan  
Contractor: Cactx  
Material: Duratherm





# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Public Art Recommendation for Sculpture to be Located at Dickinson Avenue and Columbia Avenue

**Explanation:** The proposed piece of public art is a sculpture designed by Greenville artist Jessica Bradsher to represent Greenville's commitment to inclusivity for all members of the community. The core of the sculpture is the actual spiral staircase that was located in the building that once stood on the proposed site for over 30 years. The building was the home of the Paddock Club as well as various other businesses until it was taken down to make way for the construction of the 10th Street Overpass.

The artist will add powder-coated steel to the railings of the original spiral staircase in the colors of the rainbow, which will represent the following: red for life, orange for healing, yellow for sunlight, green for nature, indigo for harmony, and violet for spirit. To increase the height of the work and also deter individuals from climbing on it, a concrete pedestal will be fabricated. A picture of the sculpture is included with the agenda item.

The sculpture is proposed to be located on a piece of NCDOT residue right-of-way located on the southwest side of the 10th Street Connector, off Dickinson Avenue in the vicinity of Columbia Avenue. A map of the proposed installation site is attached with the agenda item.

Per NCDOT's Public Art Policy, a Local Government Agency (City, County, etc.) must sponsor any request to place art on NCDOT transportation right-of-way. In addition, the Local Government Agency shall be responsible for maintaining the public art placed in the NCDOT right-of-way.

The Civic Arts Committee approved the design of the sculpture at their January 5, 2022 meeting. The Pitt County Arts Council and the Civic Arts Committee are now requesting City Council's approval to move forward with the NCDOT permitting process with the City acting as the Local Government Agency sponsoring the project. Upon approval of City Council, the Arts Council and Civic Arts Committee will work with the City of Greenville's Public Works Department on the permitting process with NCDOT, including the logistics and proper process for design, placement, and implementation.

At the February 7, 2022 City Council workshop, representatives from the Pitt

County Arts Council's Civic Arts Committee presented the proposed project.

**Fiscal Note:**

There is no fiscal impact to the City of Greenville. All funds will be raised by the Pitt County Arts Council at Emerge. The Arts Council will fund the installation of the sculpture.

**Recommendation:**

Approve the public art recommendation for sculpture to be located at Dickinson Avenue and Columbia Avenue

---

ATTACHMENTS

 [Rainbow Public Art\\_Mural\\_Recommendation.pdf](#)

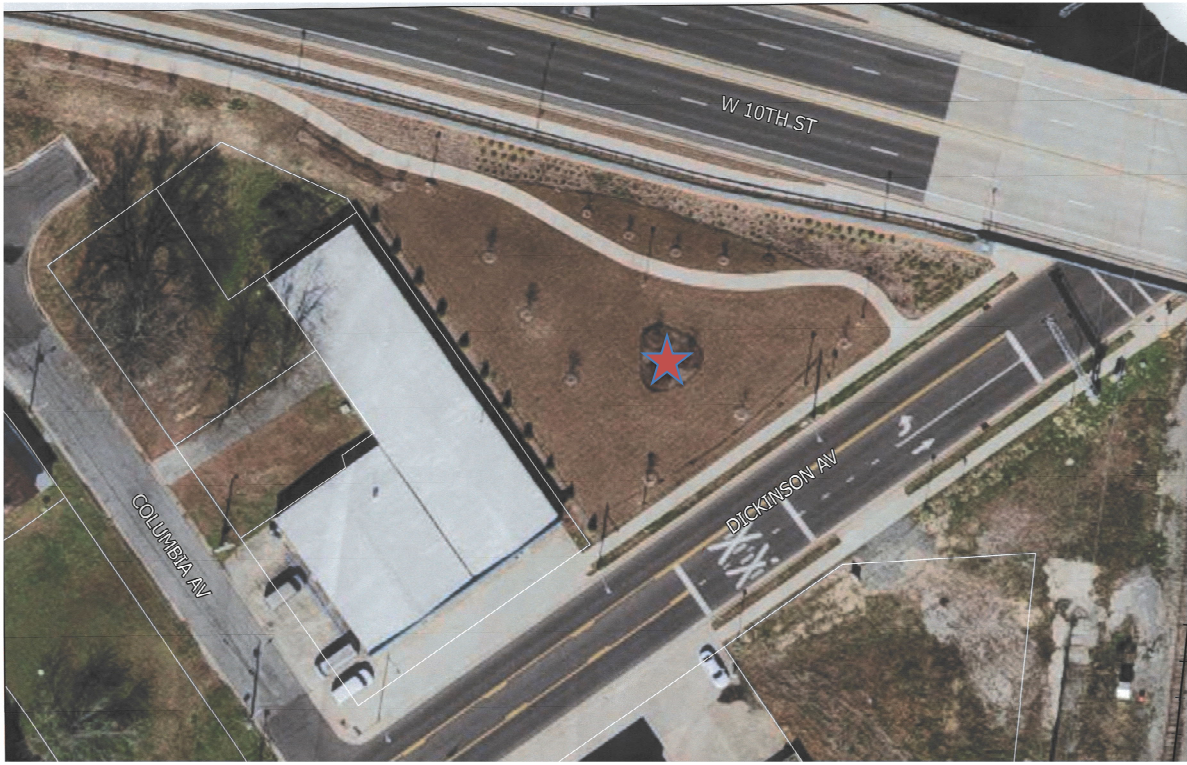


**“Rainbow Sculpture”**

(title may change)

Artist: Jessica Bradsher

Material: Powder Coated Steel, concrete base



 Proposed Location of Sculpture at Dickinson Avenue and Columbia Avenue



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Resolution of Intent to Close a 20 foot Alley north of Dickinson Avenue, west of Moye Boulevard, and adjoining the southern right-of-way of CLNA railroad

**Explanation:** The City has received a request to close a 20 foot wide alley being north of Dickinson Avenue, west of Moye Boulevard, and adjoining the southern right of way of CLNA Railroad. Closure of this alley is being requested by the adjoining property owner, Carawan Oil Company, Inc.

The street closure map has been reviewed by City staff and Greenville Utilities Commission (GUC). GUC requests a 15' electrical easement parallel to the right of way of CLNA railroad.

**Fiscal Note:** There is no fiscal impact in closing this non-maintained alley.

**Recommendation:** Approve the Resolution of Intent to Close a 20 foot wide alley being north of Dickinson Avenue, west of Moye Boulevard, and adjoining the southern right of way of CLNA Railroad setting a public hearing on April 14, 2022 to consider the Resolution to Close.

---

## ATTACHMENTS

📎 [COG-#1160622-v1-Rev. 3-07-22](#)

[Resolution\\_of\\_Intent\\_to\\_Close\\_20\\_Alley\\_Dickinson\\_@\\_Moye.pdf](#)

📎 [Z-2675\\_20\\_Alley\\_Closing\\_Map\\_Prelim\\_2022-02-08.pdf](#)

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
DECLARING ITS INTENT TO CLOSE AN ALLEY

WHEREAS, the City Council intends to close a 20 foot wide alley being north of Dickinson Avenue, west of Moye Boulevard, and adjoining the southern right of way of CLNA Railroad, in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close a 20 foot wide alley being north of Dickinson Avenue, west of Moye Boulevard, and adjoining the southern right of way of CLNA Railroad, more particularly described as follows:

Location: Being that certain tract or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina and being north of Dickinson Avenue, west of Moye Boulevard, and adjoining the southern right of way of CLNA Railroad.

Description: Beginning at an existing iron #4 rebar, marking the intersection of closed western right of way of Line Avenue and the southern right of way of CLNA Railroad (formerly Norfolk Southern Railroad), thence from the POINT OF BEGINNING with the western closed right of way of Line Avenue, S 26°09'34" E - 21.19 feet to a point, witnessed by a disturbed #4 rebar, said point marking the northeastern corner of the Carawan Oil Company, Inc. property recorded in Deed Book M-44 Page 553; thence cornering with the northern line of the aforementioned Carawan Oil Company, Inc. property recorded in Deed Book M-44 Page 553 and Deed Book W-53 Page 8, S 83°08'16" W 308.87 feet to an existing 1.25" existing open pipe; said point being located in the easterly line of the Carawan Oil Company, Inc. property recorded in Deed Book X-53 Page 789; thence cornering with the aforementioned eastern line of the Carawan Oil Company property N 35°44'28" W 22.84 feet to a point in the southern right of way of CLNA Railroad (formerly Norfolk Southern Railroad); thence with the CLNA Railroad right of way N 83°08'16" E 312.90 feet to the POINT OF BEGINNING; having an area of 0.14 acres more or less and being that 20' Alley shown on a Street Closing Map for A 20' Alley, Rivers and Associates, Inc. drawing Z-2675, dated February 8, 2022, and incorporated herein by reference.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chambers, City Hall, Greenville, North Carolina, on the 14<sup>th</sup> day of April, 2022, at 6:00 p.m., to consider the advisability of closing the aforesaid alley section. At such public hearing, all objections and suggestions will be duly considered.

BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that a copy of this resolution be posted in at least two (2) places along the portion of the street to be closed.

Duly adopted this the 14<sup>th</sup> day of March, 2022.

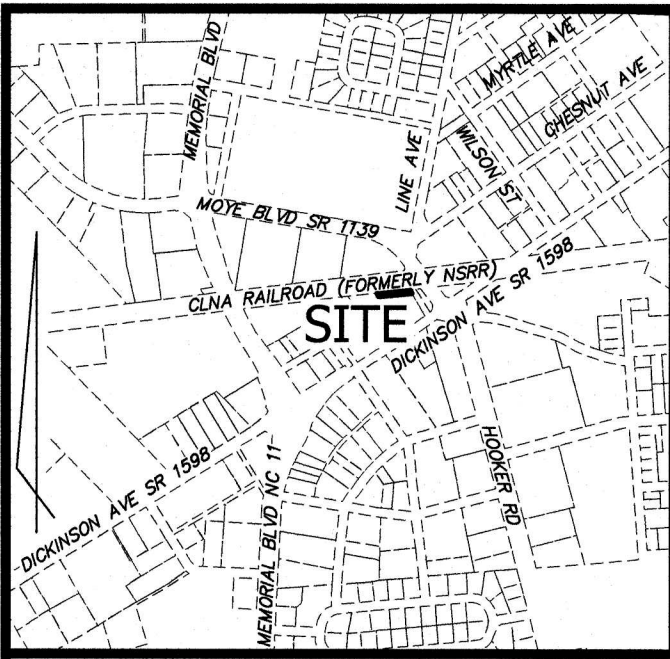
---

P.J. Connelly, Mayor

ATTEST:

---

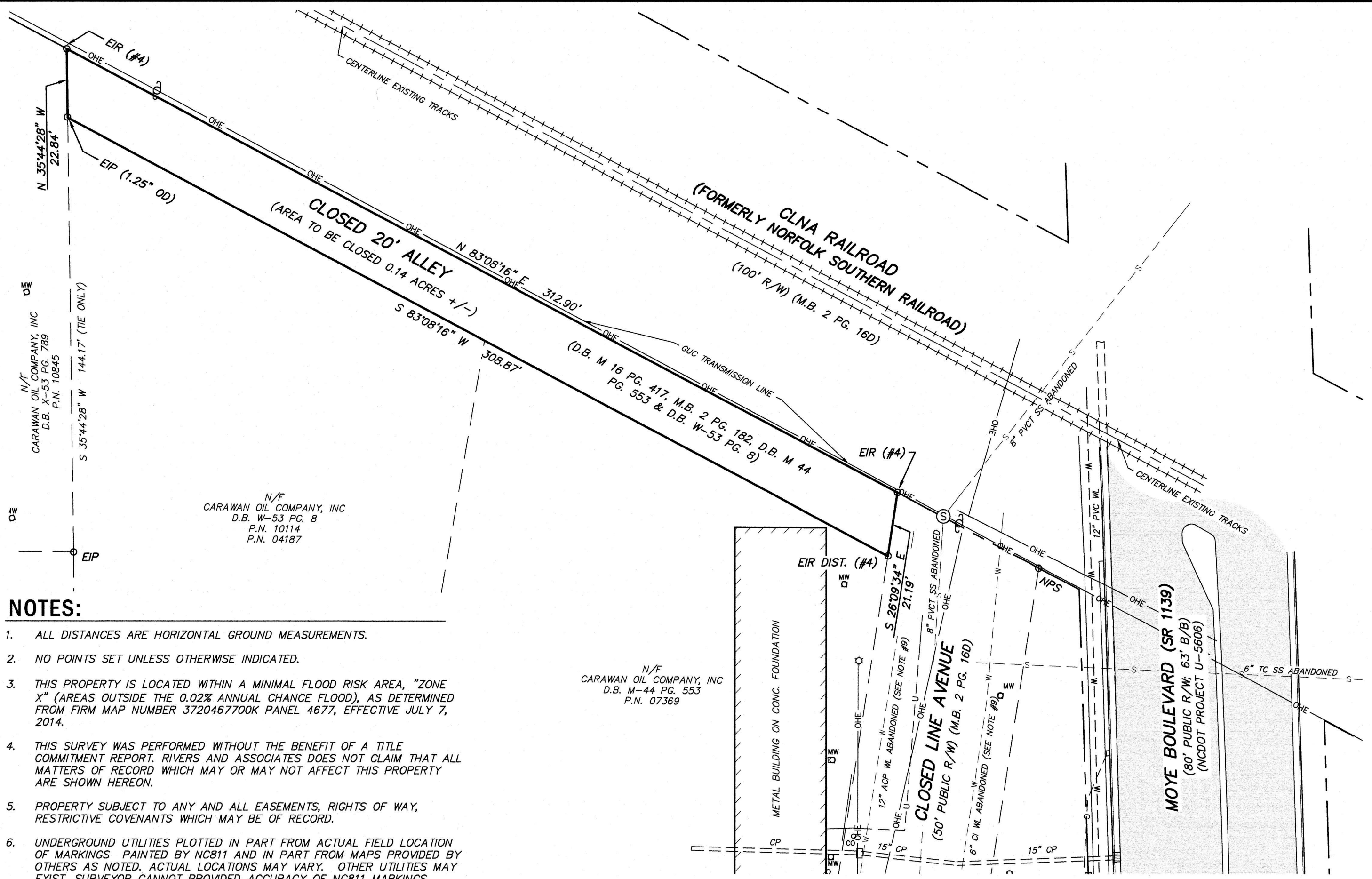
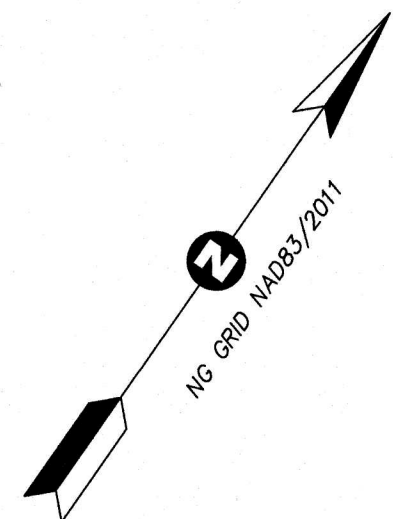
Valerie Shiuwegar, City Clerk



VICINITY MAP  
SCALE: 1" = 1000'

LEGEND

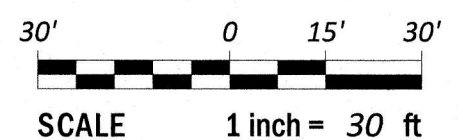
- STREET CLOSING BOUNDARY
- - - RIGHT OF WAY (R/W)
- - - PITT COUNTY GIS PARCEL LINES
- W - WATER LINE
- - - ABANDONED WATER LINE
- S - ABANDONED SANITARY SEWER LINE
- OHE - OVERHEAD ELECTRIC LINE
- U - UNKNOWN UTILITY INDICATED ON PLAN U-5606
- C - UNDERGROUND COMMUNICATION LINE
- - - STORM DRAINAGE PIPE
- - - BUILDING
- - - RAILROAD TRACK
- UTILITY POLE
- ☆ LIGHT POLE
- CLEAN OUT
- MONITORING WELL (ABANDONED)
- EIP (#OD) ○ EXISTING IRON PIPE - OUTSIDE DIAMETER
- EIR ○ EXISTING IRON ROD
- (#4) REBAR SIZE NUMBER
- SANITARY SEWER MANHOLE
- CATCH BASIN
- DI DRAINAGE INLET
- N/F NOW OR FORMERLY
- P.N. PARCEL NUMBER
- D.B. DEED BOOK
- M.B. MAP BOOK
- PG. PAGE
- CONC. CONCRETE
- B/B BACK TO BACK (CURB)
- ASPHALT



NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
2. NO POINTS SET UNLESS OTHERWISE INDICATED.
3. THIS PROPERTY IS LOCATED WITHIN A MINIMAL FLOOD RISK AREA, "ZONE X" (AREAS OUTSIDE THE 0.02% ANNUAL CHANCE FLOOD), AS DETERMINED FROM FIRM MAP NUMBER 3720467700K PANEL 4677, EFFECTIVE JULY 7, 2014.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS PROPERTY ARE SHOWN HEREON.
5. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
6. UNDERGROUND UTILITIES PLOTTED IN PART FROM ACTUAL FIELD LOCATION OF MARKINGS PAINTED BY NC811 AND IN PART FROM MAPS PROVIDED BY OTHERS AS NOTED. ACTUAL LOCATIONS MAY VARY. OTHER UTILITIES MAY EXIST. SURVEYOR CANNOT PROVIDE ACCURACY OF NC811 MARKINGS. CONTRACTOR SHOULD CONTACT NC811 AT 1-800-632-4949 TO HAVE UNDERGROUND UTILITIES LOCATED PRIOR TO EXCAVATING OR TRENCHING. REFERENCE NC811 TICKETS: NONE REQUESTED
7. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES.
8. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS, AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES, AND IMPERVIOUS SURFACES, SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
9. ACCORDING TO RIVERS DRAWING W-2463 (MOYE-HOOKER CONNECTOR); THESE WATER LINES WERE TO BE ABANDONED IN PLACE AFTER RELOCATION OF WATER LINE CONNECTIONS AND CONSTRUCTION OF MOYE BOULEVARD.

REVISIONS:



REFERENCES:

- P.N. 07369
- P.N. 15240
- P.N. 04187
- P.N. 10845
- D.B. M 16 PG. 417
- D.B. M 44 PG. 553
- D.B. 1247 PG. 164
- D.B. W 53 PG. 8
- M.B. 2 PG. 16D
- M.B. 2 PG. 182
- M.B. 24 PG. 15
- D.B. 3564 PG. 544
- D.B. 3524 PG. 526
- RIVERS DRAWING Z-1631

STATE OF NORTH CAROLINA COUNTY OF PITT  I, _____ A REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  REVIEW OFFICER _____ DATE _____	SOURCE OF TITLE  THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: (AS NOTED ABOVE)  PROFESSIONAL LAND SURVEYOR _____ REGISTRATION NO. L-4262	NORTH CAROLINA, PITT COUNTY I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY RB/JP ON 9/2/2021-9/22/2021; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 7-201. I HEREBY CERTIFY FURTHER PURSUANT TO G.S. 47-30 (f) (11) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 8TH DAY OF FEBRUARY, 2022.  PROFESSIONAL LAND SURVEYOR _____ REGISTRATION NUMBER L-4262	<div style="text-align: center;"> </div> <div style="text-align: center; font-weight: bold; font-size: 2em; opacity: 0.5;">PRELIMINARY</div> DATE 2/8/2022 SURVEY RB/JP DRAFT PH/MS DESIGN CHECK PWH
MAYOR'S CERTIFICATE  THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A 20' ALLEY.  RESOLUTION NO. _____  SIGNED _____ MAYOR  SIGNED _____ CITY CLERK			
STREET CLOSING MAP FOR <b>A 20' ALLEY</b>  CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.			SCALE 1" = 30' DRAWING NO. Z-2675 SHEET 1 OF 1





# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Resolution Authorizing the Sale of Property Located at 431 West Fifth Street by Upset Bid Method

**Explanation:** The City owns an approximate 0.68 acre parcel of property identified as Pitt County tax parcel 28934 located at 431 West Fifth Street. A map identifying the location is included with this agenda item. The City has identified the parcel as having no short-term or long-term use to the City.

The City Council at its December 14, 2020, meeting authorized the sale of the property by upset bid. The City solicited offers for the property and subsequent solicitations requiring that each time a qualifying higher bid offer is received, a new notice of upset bid shall be published until a ten-day period has passed without any qualifying upset bid having been received.

A successful offer from the Alumni Corporation Board of Delta Sigma Phi was received on July 27, 2021. The City Council approved the sale at its September 9, 2021, meeting and a contract was executed on October 18, 2021. The buyer had a window of 90 days from the execution of the contract to close on the property. City staff received formal notice on January 6, 2022, that the buyer would not be moving forward with the sale. The buyer forfeited its earnest amount of \$12,295.95.

City staff is seeking the City Council's approval to place the property back on the market and authorize the sale of the property by upset bid at a starting bid of \$175,000. North Carolina General Statute §160A-269 authorizes the City to solicit the sale of property by upset bid. The following are the steps to be taken as part of the upset bid process based on State Statute:

- Council would authorize by resolution the solicitation for the sale of the property through the upset bid procedure of North Carolina General Statute §160A-269.
- The City shall cause a notice of the proposed solicitation for the sale to be published. The notice shall describe the property, the minimum price, terms under which the offer may be submitted, and shall state that the City will accept bids for a thirty-day period from the date of publication of notice.
- Persons wishing to submit an offer shall submit a sealed bid to the City Clerk by the date included in the published notice of sale. At the conclusion of the

thirty-day period, the City Clerk shall open the bids, if any, and the highest such bid equal to or above the minimum sale price will become the qualifying higher bid offer. If there is more than one bid in the highest amount, the first such bid received will become the qualifying higher bid offer. If no bid is received, the City Manager or designee shall be authorized to resolicit for the sale of the property through published notice for a period of thirty days beginning at the end of the previous thirty-day period.

- The City Clerk shall cause notice of highest bid received to be published. Persons wishing to upset the offer that has been received shall submit a sealed bid to the City Clerk within ten days after the notice is published. At the conclusion of the ten-day period, the City Clerk shall review all bids received, if any, and the highest such bid will become the new offer if it is an upset bid made in an amount in compliance with G.S. 160A-269. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

- Each time a qualifying higher bid offer is received, a new notice of upset bid shall be published by the City Clerk and shall continue to do so until a ten-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

- A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

- A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

The following are the terms of the sale:

- The City Council must approve the final high offer before the sale is closed, which it may do within 30 days after the final upset bid period has passed, and

- The buyer must pay with cash at the time of closing, and

- Conveyance of the property will be by a Limited Warranty Deed for the property in fee simple, with the warranties limited to the term of the City's ownership of the property, conveying title to the property subject to restrictive covenants, easements and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

Attached is a resolution for Council consideration authorizing the sale of the property by upset bid method.

**Fiscal Note:** The minimum sale price has been established as \$175,000.

**Recommendation:** Council approve the resolution authorizing the solicitation to sell the property at 431 West Fifth Street by upset bid method at a starting bid amount of \$175,000.

---

ATTACHMENTS

 [431 W Fifth Street Upset Bid Resolution March 2022.pdf](#)

RESOLUTION NO.  
RESOLUTION AUTHORIZING THE SALE OF PROPERTY BY UPSET BID METHOD

WHEREAS, the City of Greenville owns an approximate 0.68 acre parcel of property identified as Pitt County tax parcel 28934 located at 431 West Fifth Street; and

WHEREAS, a map identifying the approximate 0.68 acre portion of property is herein identified in ATTACHMENT A; and

WHEREAS, the City of Greenville has identified the said property as having no short term or long term use to the City; and

WHEREAS, North Carolina General Statute §160A-269 authorizes the City of Greenville to solicit the sale of property by upset bid; and

WHEREAS, the City of Greenville hereby wishes to solicit the sale of Pitt County tax parcel 28934, as herein identified in ATTACHMENT A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville as follows:

1) The City Council authorizes the solicitation for the sale of the property described above, through the upset bid procedure of North Carolina General Statute §160A-269, at a minimum price of \$175,000.00.

2) The City shall cause a notice of the proposed solicitation for the sale to be published. The notice shall describe the property, the minimum price, terms under which the offer may be submitted, and shall state that the City will accept bids for a thirty-day period from the date of publication of notice.

3) Persons wishing to submit an offer shall submit a sealed bid to the City Clerk by the date included in the published notice of sale. At the conclusion of the thirty-day period, the City Clerk shall open the bids, if any, and the highest such bid equal to or above the minimum sale price will become the qualifying higher bid offer. If there is more than one bid in the highest amount, the first such bid received will become the qualifying higher bid offer. If no bid is received, the City Manager or designee shall be authorized to resolicit for the sale of the property through published notice for a period of thirty days beginning at the end of the previous thirty-day period.

4) The City Clerk shall cause notice of highest bid received to be published. Persons wishing to upset the offer that has been received shall submit a sealed bid to the City Clerk within ten days after the notice is published. At the conclusion of the ten-day period, the City Clerk shall review all bids received, if any, and the highest such bid will become the new offer if it is an upset bid made in an amount in compliance with N.C. Gen. Stat. § 160A-269. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

5) Each time a qualifying higher bid offer is received, a new notice of upset bid shall

be published by the City Clerk and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

6) A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

7) A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

8) The terms of the final sale are that:

- The City Council must approve the final high offer before the sale is closed, which it may do within 30 days after the final upset bid period has passed, and
- The buyer must pay with cash at the time of closing, and
- Conveyance of the property will be by a Limited Warranty Deed for the property in fee simple, with the warranties limited to the term of the City's ownership of the property, conveying title to the property subject to restrictive covenants, easements and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

9) The City of Greenville reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Adopted this 14th day of March, 2022.

---

P.J. Connelly, Mayor

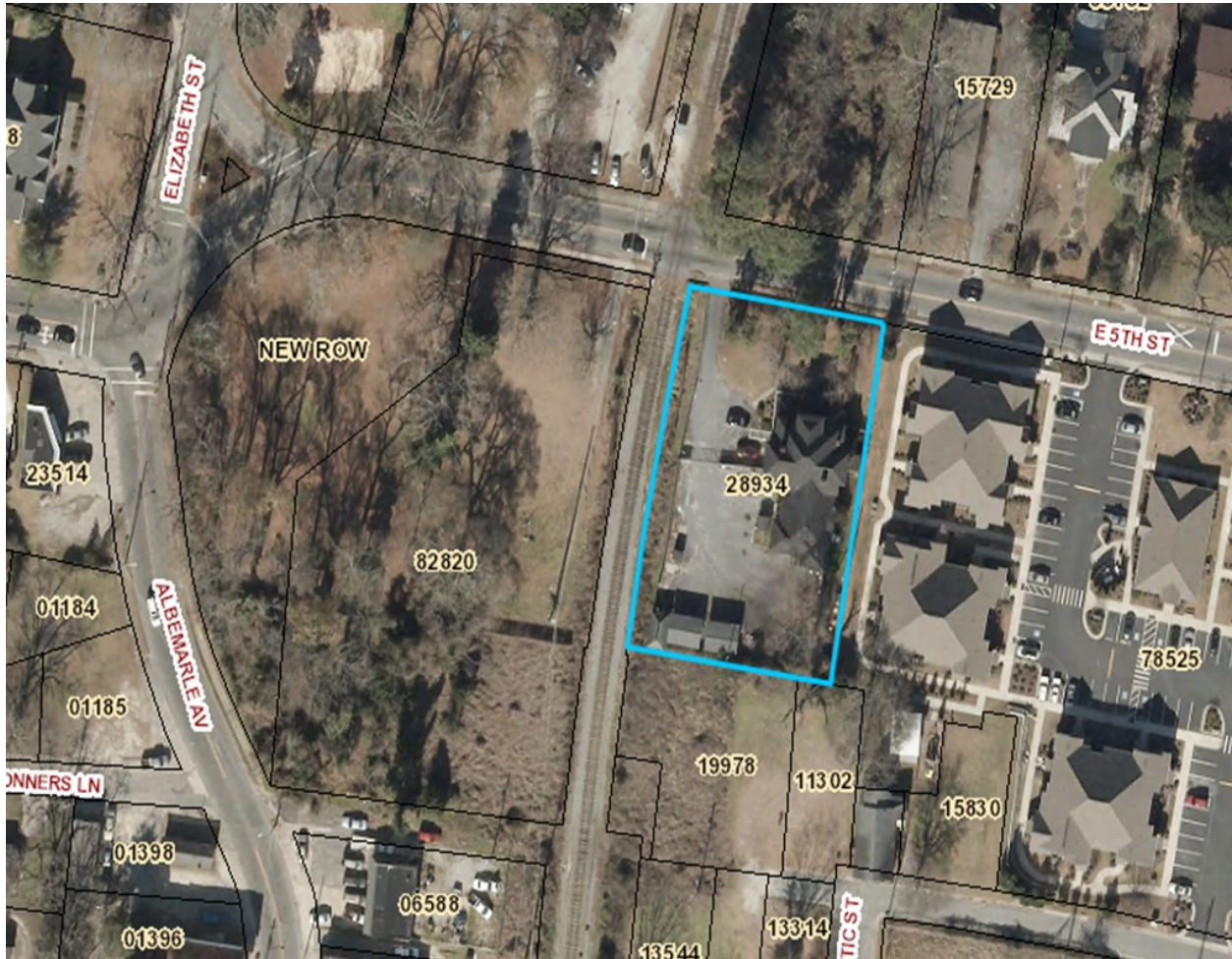
ATTEST:

---

Valerie Shiuwegar, City Clerk

RESOLUTION AUTHORIZING THE SALE OF PROPERTY BY UPSET BID METHOD

ATTACHMENT A





# City of Greenville, North Carolina

Meeting Date: 03/14/2022

**Title of Item:** Resolution Authorizing Termination of Development Agreement Between City of Greenville and Seacoast Communities, LLC for the Imperial Tobacco Processing Plant Site

**Explanation:** On February 13, 2020, City Council authorized a development agreement between the City of Greenville and Seacoast Communities, LLC related to the purchase of the former Imperial Tobacco property for the development of a hotel and market rate housing. Since that time, the agreement has been amended twice to include an extension of time for the study period, closing dates, and other terms. The developer sought in good faith to perform its duties under the agreement but was unable to perform due to the impacts of COVID-19 on financial markets and the hospitality industry.

The City desires to return the deposit.

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

**Recommendation:** Approve the resolution authorizing termination of the development agreement with Seacoast Communities, LLC

## ATTACHMENTS

 [Resolution Authorizing Termination of Development Agreement with Seacoast Communities LLC.pdf](#)

RESOLUTION NO. - 22  
RESOLUTION AUTHORIZING TERMINATION OF DEVELOPMENT AGREEMENT  
BETWEEN CITY OF GREENVILLE AND SEACOAST COMMUNITIES, LLC

WHEREAS, pursuant to the statutory authority under N.C. Gen. Stat. § 158-7.1, the City of Greenville (“City”) negotiated the sale of property with Seacoast Communities, LLC (“developer”) involving the Imperial Tobacco development project (“Imperial Tobacco Project”);

WHEREAS, the Imperial Tobacco Project was an economic development project which proposed to increase the tax base of the City, create jobs, and stimulate development of the downtown (Uptown) area;

WHEREAS, the City Council of the City of Greenville approved a development agreement (“Agreement”) for the Imperial Tobacco Project on or about February 20, 2020 with the developer to develop a hotel and market rate housing on two (2) separate tracts of City-owned property (“property”) totaling approximately 6 acres and developer was required to close on the purchase of property by February 20, 2022;

WHEREAS, the developer deposited \$50,000 in earnest money with the City which the City held in escrow;

WHEREAS, the developer sought in good faith to perform its duties under the Agreement, but was unable to perform due to extenuating circumstances with COVID-19 and its impacts on the financial market and hospitality industry;

WHEREAS, the City and developer jointly consent and agree to terminate this Agreement, and both Parties shall waive any and all claims regarding this Agreement and such claims are released and both Parties have no further rights, duties, liability, or obligations at law or in equity of any kind or nature arising out of or relating to the Agreement, except for those obligations which are specified under the Agreement to survive termination;

WHEREAS, the City agrees to return the deposit to developer in consideration of developer signing a termination agreement described herein including waiver of any disputed claims; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that:

- 1) City Manager is authorized to enter into an Agreement with developer terminating the development agreement referenced herein; such termination agreement shall provide that City and developer waive any claims in this matter.
- 2) City Manager is authorized to execute all required notices, contracts, instruments and related documents to effectuate termination.
- 3) Upon execution of the termination agreement by the parties, the City Manager shall return the \$50,000 deposit to the developer.



This the 14<sup>th</sup> day of March, 2022.

---

P.J. Connelly, Mayor

ATTEST:

---

Valerie Shiuwegar, City Clerk



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Authorization for Greenville Utilities Commission to initiate condemnation proceedings for Easement Acquisitions for the Mt. Pleasant to Indigreen Substation Project

**Explanation:** The acquisition of 78 individual easements is necessary in order to upgrade existing electrical facilities along NC 903/Whichard Road/Lewis Dudley Road/Old Creek Road from Mt. Pleasant Substation to Indigreen Substation. The proposed work will involve the installation of new poles and wiring for the construction of a new 115 kV transmission line. To date, all but two (2) of the easements needed have been obtained. The remaining parcels are owned by Mabel Barnes Stocks, et als. (Tax Parcel No. 21377), and Rosa Barnes King, et als. (Tax Parcel No. 62843). Numerous attempts have been made to settle these claims with the property owners. However, the property owners remain unwilling to settle for the appraised value of the land. The offers for the easements are based on the NCDOT's property appraisals.

In order to begin construction, it will be necessary to acquire all easements. To do so, it may be necessary to acquire the remaining easements by condemnation under the power of eminent domain granted to the Commission and the City of Greenville. By filing condemnation action and depositing the estimated fair market value of the easements to be acquired, the easements automatically are granted by operation of law to the City of Greenville for the use and benefit of Greenville Utilities Commission and the property owners can thereafter request a jury trial to determine whether the deposited amount is "just compensation" for the "taking."



At its February 17, 2022, the GUC Board of Commissioners approved a request for the City Council to allow GUC to initiate condemnation actions to acquire property and/or easements necessary for the Mt. Pleasant to Indigreen Substation Project.

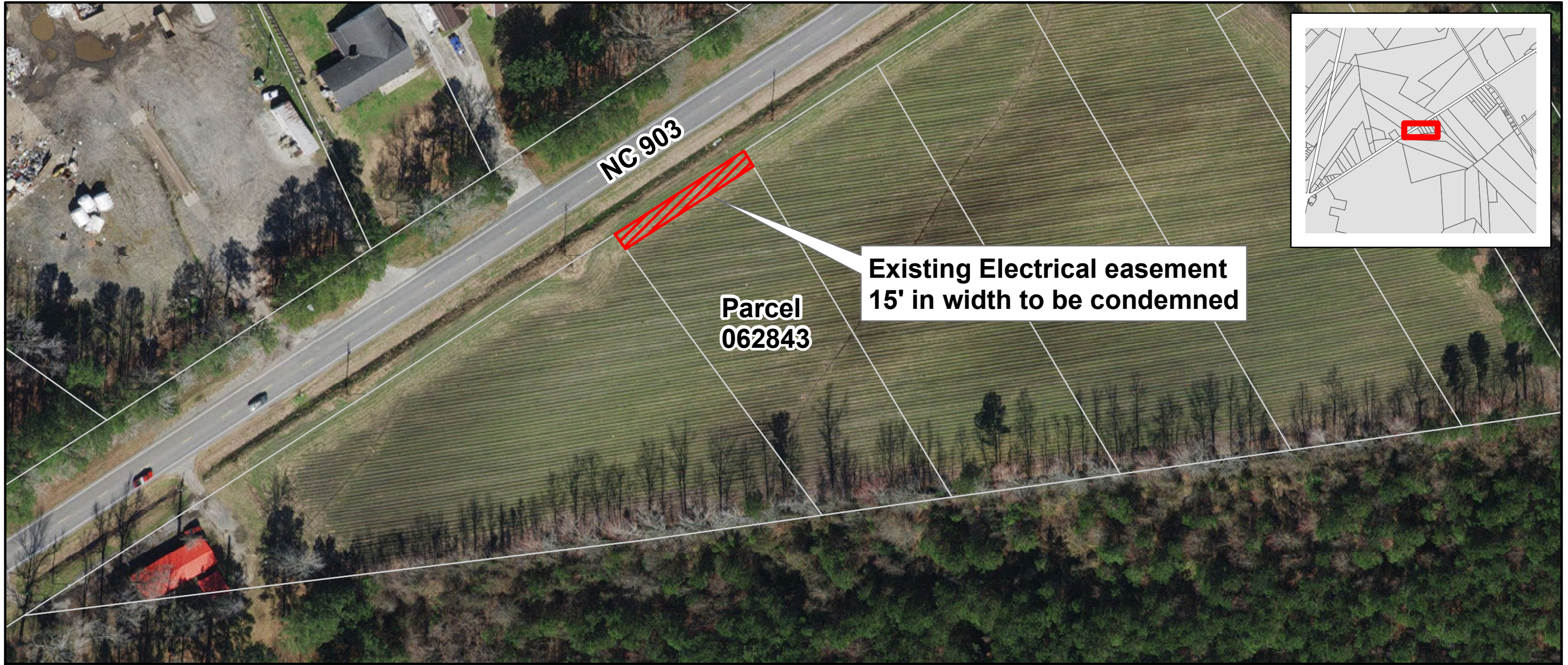
**Fiscal Note:** No costs to the City.

**Recommendation:** Authorize Greenville Utilities Commission to initiate condemnation actions to acquire property and/or easements necessary for the Mt. Pleasant to Indigreen Substation Project.

---

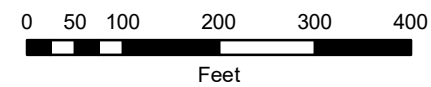
ATTACHMENTS

-  [Map Parcel\\_062843.pdf](#)
-  [Map Parcel\\_021377.pdf](#)



Disclaimer:  
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

**Parcel 062843**  
**Easement to be Condemned**  
**Pitt Co., NC**



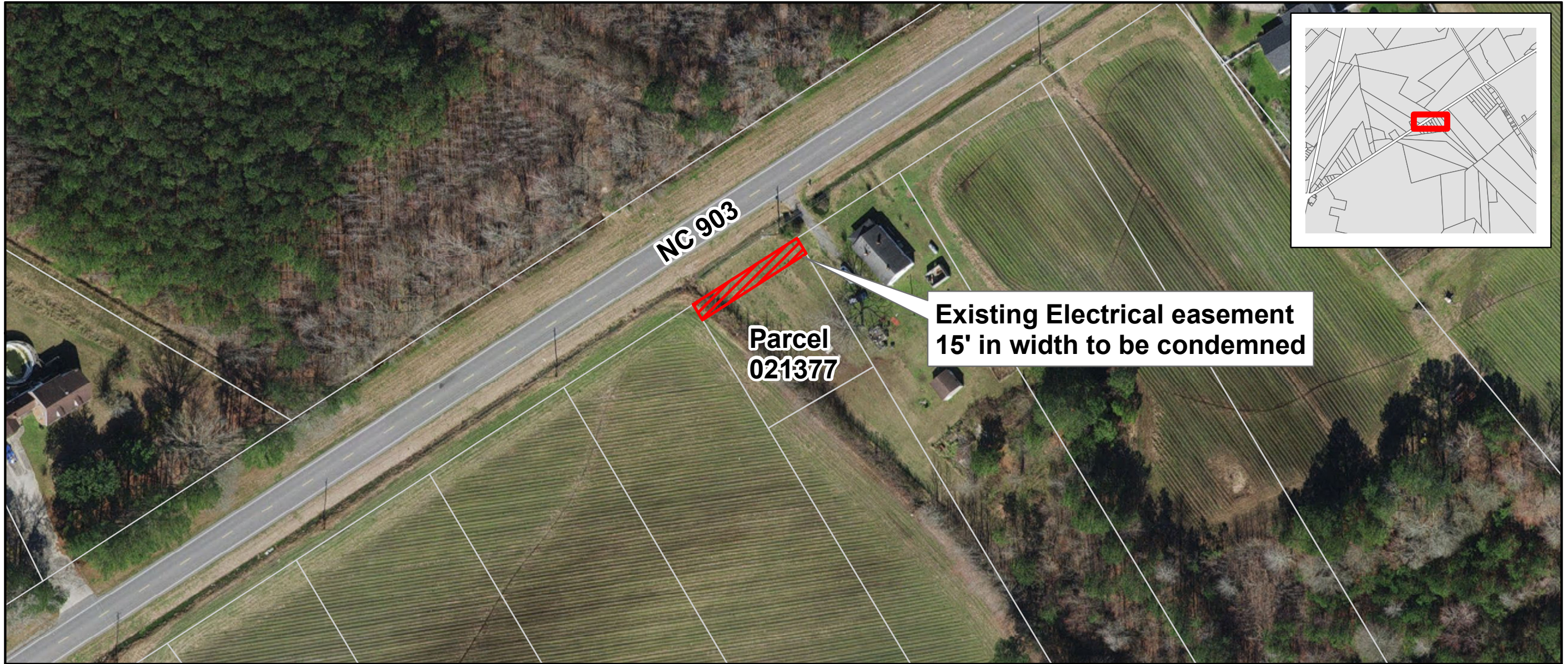
Date Created: 2/7/2022

Created By: GDS

Requested By: Debra Miller



Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172



Disclaimer:  
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

**Parcel 021377**  
**Easement to be Condemned**  
**Pitt Co., NC**



Date Created: 2/7/2022

Created By: GDS

Requested By: Debra Miller



**Greenville  
Utilities**

Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Resolution and Deed of Release for Abandonment of 10' Wide Electrical Easement Across Tax Parcel No. 74017

**Explanation:** To facilitate the redevelopment of this property, the property owner, Tenth Street Properties, LLC, is requesting that the City of Greenville abandon a 10' wide Electrical Easement across Tax Parcel No. 74017. The new development will consist of demolishing the Sheetz store at the corner of 10th Street and Charles Boulevard and the adjacent Carolina Pregnancy Center building to accommodate a different layout for a larger Sheetz store with a drive thru. The request to abandon the existing Electrical Easement is being made since the exiting transformer is being relocated to the west side of the property. In addition, this will allow room for the new drive thru and revised parking lot. This 10' wide Electrical Easement is no longer needed by Greenville Utilities Commission.

At its February 17, 2022 regular meeting, the GUC Board of Commissioners authorized the execution of a resolution requesting the City Council of the City of Greenville, NC, to abandon such Electrical Easement and requests the execution of a Deed of Release in favor of the current owner.

**Fiscal Note:** No costs to the City.

**Recommendation:** Authorize the execution of a Resolution and Deed of Release to abandon such Electrical Easement across Tax Parcel No. 74017

---

## ATTACHMENTS

- 📄 [Deed of Release \(Tenth Street Properties LLC - PN 74017\) with attachments.docx.pdf](#)
- 📄 [Resolution of City Council of the City of Greenville \(Tenth Street Properties LLC - PN 74017\) with attachments.pdf](#)
- 📄 [Map \(Tenth Street Properties LLC - PN 74017\).pdf](#)

Prepared by: Phillip R. Dixon, Attorney  
File: Greenville Utilities Commission  
Post Office Box 1847  
Greenville, NC 27835

NORTH CAROLINA

**DEED OF RELEASE**

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Tenth Street Properties, LLC, 1100 Conference Drive, Greenville, Pitt County, North Carolina 27858, party of the second part (hereinafter called GRANTEE).

THAT WHEREAS, the GRANTOR, for the use and benefit of Greenville Utilities Commission (hereinafter referred to as "Commission"), previously received a ten foot (10') wide Electrical Easement across Tax Parcel No. 74017, which said easement is more particularly described in Map Book 66 at Page 92, Pitt County Public Registry; and

WHEREAS, such ten foot (10') wide Electrical Easement is no longer needed by the Commission; and

WHEREAS, such ten foot (10') wide Electrical Easement to be abandoned is shown on that certain plat entitled "ELECTRICAL EASEMENT ABANDONMENT MAP FOR SHEETZ STORE #397 SW CORNER OF 10TH ST. AND CHARLES BLVD." dated January 27, 2022, Project No. 2021036, Drawing No. S-990-X, prepared by Rivers & Associates, Inc., NC License Number F-0334, 107 East Second Street, Greenville, North Carolina 27858, Telephone (252) 752-4135, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said ten foot (10') wide Electrical Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof, which is a diagram entitled "Sheetz Store # 397 Easement to be Abandoned Pitt Co., NC" dated February 1, 2022, and prepared by Commission, which sets forth the ten foot (10') wide Electrical Easement to be abandoned; and

WHEREAS, the current owner of the underlying fee interest in such property, Tenth Street Properties, LLC, has requested abandonment of such ten foot (10') wide Electrical Easement to be abandoned; and

WHEREAS, Commission has requested GRANTOR to indicate formally that it has no plans or interest in such property encumbered by such ten foot (10') wide Electrical Easement to be abandoned; and

WHEREAS, Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner(s) of such property, to indicate its abandonment and release of such ten foot (10') wide Electrical Easement to be abandoned, as described and shown on Exhibit "A" and Exhibit "B", which are attached hereto and made a part hereof; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Commission, has duly adopted the Resolution abandoning to GRANTEE, such ten foot (10') wide Electrical Easement as shown on Exhibit "A" and Exhibit "B" as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit "C" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge, and forever quitclaim unto Tenth Street Properties, LLC, as the current owner of the subject property, its heirs and assigns, all the GRANTOR's rights, title, and interest in and to such ten foot (10') wide Electrical Easement previously granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, which said easement is more particularly described in Map Book 66 at Page 92, Pitt County Public Registry, all as is shown as to be abandoned on Exhibit "A" and Exhibit "B", which are attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereunto affixed, all by Resolution duly entered by the City Council of GRANTOR, on the day and year first above written.

CITY OF GREENVILLE

By: \_\_\_\_\_  
P.J. CONNELLY, MAYOR

ATTEST:

\_\_\_\_\_  
VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]



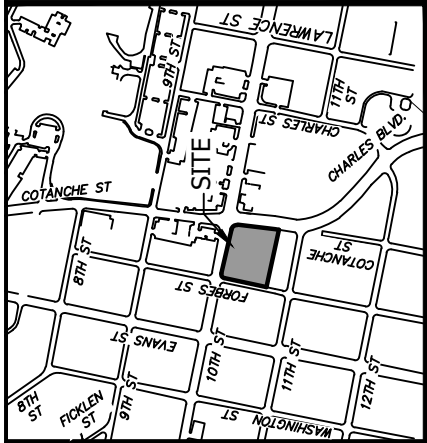
NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that VALERIE P. SHIUWEGAR personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal, and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



### Vicinity Map

SCALE: 1" = 1000'

### OWNER:

TENTH STREET PROPERTIES, LLC  
1100 CONFERENCE DRIVE  
GREENVILLE, NC 27858

### REFERENCES:

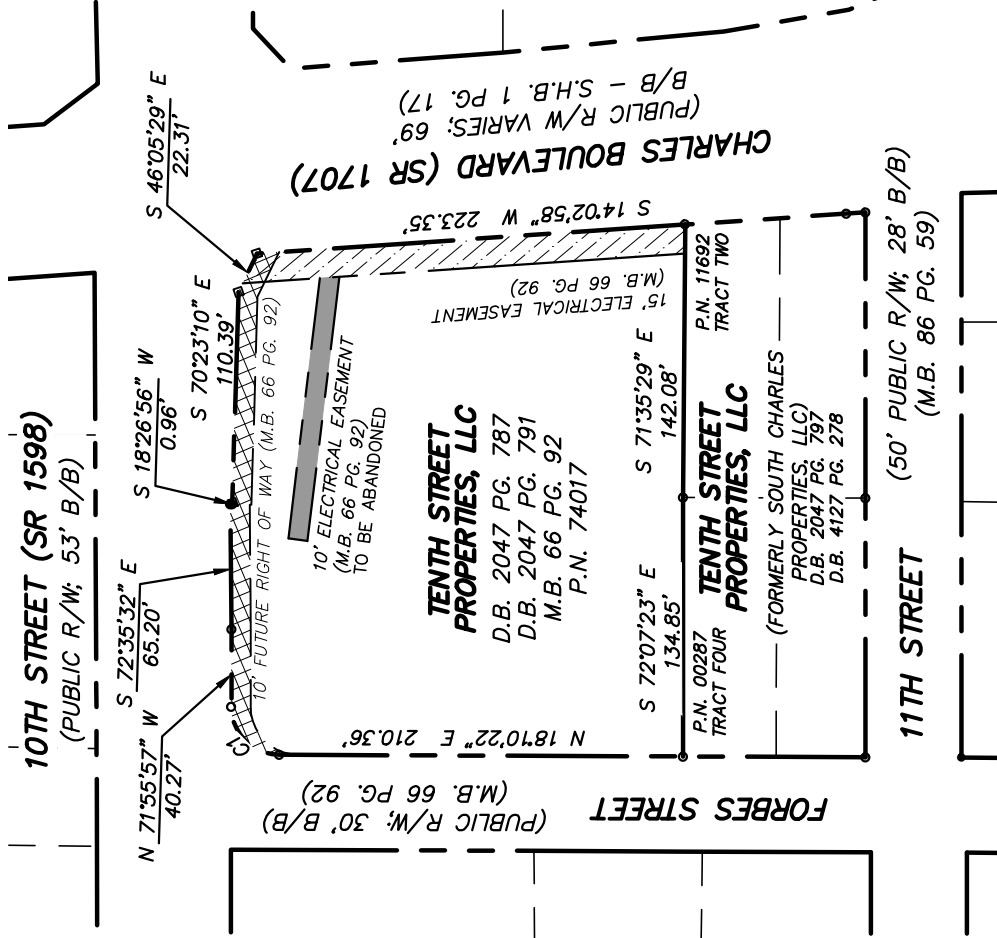
- P.N. 74017
- M.B. 66 PG. 92
- D.B. 4127 PG. 278
- D.B. 2047 PG. 787
- D.B. 2047 PG. 791

### Notes:

1. NO POINTS SET UNLESS OTHERWISE INDICATED.
2. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
3. NO EXISTING IMPROVEMENTS OR EASEMENTS SHOWN.

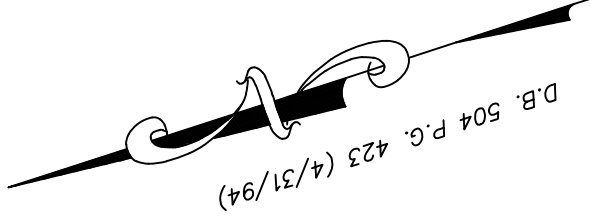
### CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.22'	N 63°07'12" E	35.32'



### Legend:

- ELECTRICAL EASEMENT TO BE ABANDONED
- ELECTRICAL EASEMENT TO REMAIN
- EASEMENT
- PROPERTY LINE
- EXISTING R/W



### EXHIBIT A



ELECTRICAL EASEMENT ABANDONMENT MAP

FOR SHEETZ STORE #397

SW CORNER OF 10TH ST. AND CHARLES BLVD.

City of Greenville, Greenville Township, Pitt County, North Carolina

Project # 2021036 Draft EDN Sheet No. 1

Drawing # S-990-X Check PWH

Scale: 1"=200' Date: 1/27/2022

NC License: F-0334



riversandassociates.com Since 1918

Engineers  
Planners  
Surveyors  
Landscape Architects

107 East Second Street  
Greenville, NC 27858  
(252) 752-4135



Existing Electrical easement  
10' in width to be abandoned

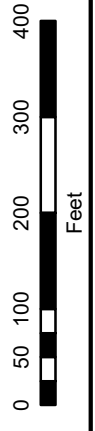
Tenth St

Forbes St

Charles Blvd

11th St

**Sheetz Store # 397  
Easement to be Abandoned  
Pitt Co., NC**



Disclaimer:  
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

Date Created: 2/1/2022

Created By: GDS

Requested By: Debra Miller



Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172

Exhibit "B"

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GREENVILLE, NORTH CAROLINA,  
ABANDONING A TEN FOOT (10') WIDE ELECTRICAL EASEMENT  
PREVIOUSLY GRANTED TO THE CITY OF GREENVILLE  
FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION  
(MAP BOOK 66 AT PAGE 92, PITT COUNTY PUBLIC REGISTRY),  
AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a ten foot (10') wide Electrical Easement across Tax Parcel No. 74017, which said easement is more particularly described in Map Book 66 at Page 92, Pitt County Public Registry; and

WHEREAS, the current owner of such property, Tenth Street Properties, LLC, a North Carolina Limited Liability Company, has requested the City of Greenville and Commission to abandon such ten foot (10') wide Electrical Easement as hereinafter described as to be abandoned, and said owner has requested the City of Greenville to acknowledge such abandonment and to execute a Deed of Release in its favor; and

WHEREAS, Commission anticipates no use or need now or in the future for such ten foot (10') wide Electrical Easement hereinafter described as to be abandoned; and

WHEREAS, Commission desires to abandon such ten foot (10') wide Electrical Easement hereinafter described as to be abandoned, all as is shown as to be abandoned on that certain plat entitled "ELECTRICAL EASEMENT ABANDONMENT MAP FOR SHEETZ STORE #397 SW CORNER OF 10TH ST. AND CHARLES BLVD." dated January 27, 2022, Project No. 2021036, Drawing No. S-990-X, prepared by Rivers & Associates, Inc., NC License Number F-0334, 107 East Second Street, Greenville, North Carolina 27858, Telephone (252) 752-4135, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said ten foot (10') wide Electrical Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "Sheetz Store # 397 Easement to be Abandoned Pitt Co., NC" dated February 1, 2022, and prepared by Commission, which sets forth the ten foot (10') wide Electrical Easement to be abandoned; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties and has requested the City of Greenville of North

Carolina to acknowledge such abandonment and release of such ten foot (10') wide Electrical Easement as shown on such plats as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session in the Council Chambers of the Municipal Building, City of Greenville, North Carolina, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, as follows:

1. That the City Council of the City of Greenville does hereby abandon such ten foot (10') wide Electrical Easement previously granted to the City of Greenville for the use and benefit of Greenville Utilities Commission, which said easement is more particularly described in Map Book 66 at Page 92, Pitt County Public Registry, and which said Electrical Easement to be abandoned is shown on that certain plat attached hereto as Exhibit "A". Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof.

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Tenth Street Properties, LLC, a North Carolina Limited Liability Company, the current owner of the property encumbered by such ten foot (10') wide Electrical Easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville might have in and to such ten foot (10') wide Electrical Easement to be abandoned as hereinabove described.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF GREENVILLE

By: \_\_\_\_\_  
P.J. CONNELLY, MAYOR

ATTEST:

\_\_\_\_\_  
VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GREENVILLE, NORTH CAROLINA,  
ABANDONING A TEN FOOT (10') WIDE ELECTRICAL EASEMENT  
PREVIOUSLY GRANTED TO THE CITY OF GREENVILLE  
FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION  
(MAP BOOK 66 AT PAGE 92, PITT COUNTY PUBLIC REGISTRY),  
AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a ten foot (10') wide Electrical Easement across Tax Parcel No. 74017, which said easement is more particularly described in Map Book 66 at Page 92, Pitt County Public Registry; and

WHEREAS, the current owner of such property, Tenth Street Properties, LLC, a North Carolina Limited Liability Company, has requested the City of Greenville and Commission to abandon such ten foot (10') wide Electrical Easement as hereinafter described as to be abandoned, and said owner has requested the City of Greenville to acknowledge such abandonment and to execute a Deed of Release in its favor; and

WHEREAS, Commission anticipates no use or need now or in the future for such ten foot (10') wide Electrical Easement hereinafter described as to be abandoned; and

WHEREAS, Commission desires to abandon such ten foot (10') wide Electrical Easement hereinafter described as to be abandoned, all as is shown as to be abandoned on that certain plat entitled "ELECTRICAL EASEMENT ABANDONMENT MAP FOR SHEETZ STORE #397 SW CORNER OF 10TH ST. AND CHARLES BLVD." dated January 27, 2022, Project No. 2021036, Drawing No. S-990-X, prepared by Rivers & Associates, Inc., NC License Number F-0334, 107 East Second Street, Greenville, North Carolina 27858, Telephone (252) 752-4135, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said ten foot (10') wide Electrical Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "Sheetz Store # 397 Easement to be Abandoned Pitt Co., NC" dated February 1, 2022, and prepared by Commission, which sets forth the ten foot (10') wide Electrical Easement to be abandoned; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties and has requested the City of Greenville of North

Carolina to acknowledge such abandonment and release of such ten foot (10') wide Electrical Easement as shown on such plats as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session in the Council Chambers of the Municipal Building, City of Greenville, North Carolina, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, as follows:

1. That the City Council of the City of Greenville does hereby abandon such ten foot (10') wide Electrical Easement previously granted to the City of Greenville for the use and benefit of Greenville Utilities Commission, which said easement is more particularly described in Map Book 66 at Page 92, Pitt County Public Registry, and which said Electrical Easement to be abandoned is shown on that certain plat attached hereto as Exhibit "A". Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof.

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Tenth Street Properties, LLC, a North Carolina Limited Liability Company, the current owner of the property encumbered by such ten foot (10') wide Electrical Easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville might have in and to such ten foot (10') wide Electrical Easement to be abandoned as hereinabove described.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

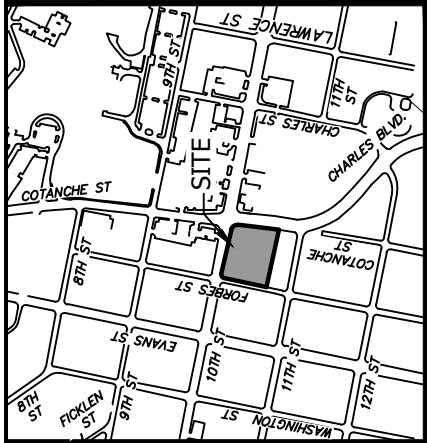
CITY OF GREENVILLE

By: \_\_\_\_\_  
P.J. CONNELLY, MAYOR

ATTEST:

\_\_\_\_\_  
VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]



### Vicinity Map

SCALE: 1" = 1000'

### OWNER:

TENTH STREET PROPERTIES, LLC  
1100 CONFERENCE DRIVE  
GREENVILLE, NC 27858

### REFERENCES:

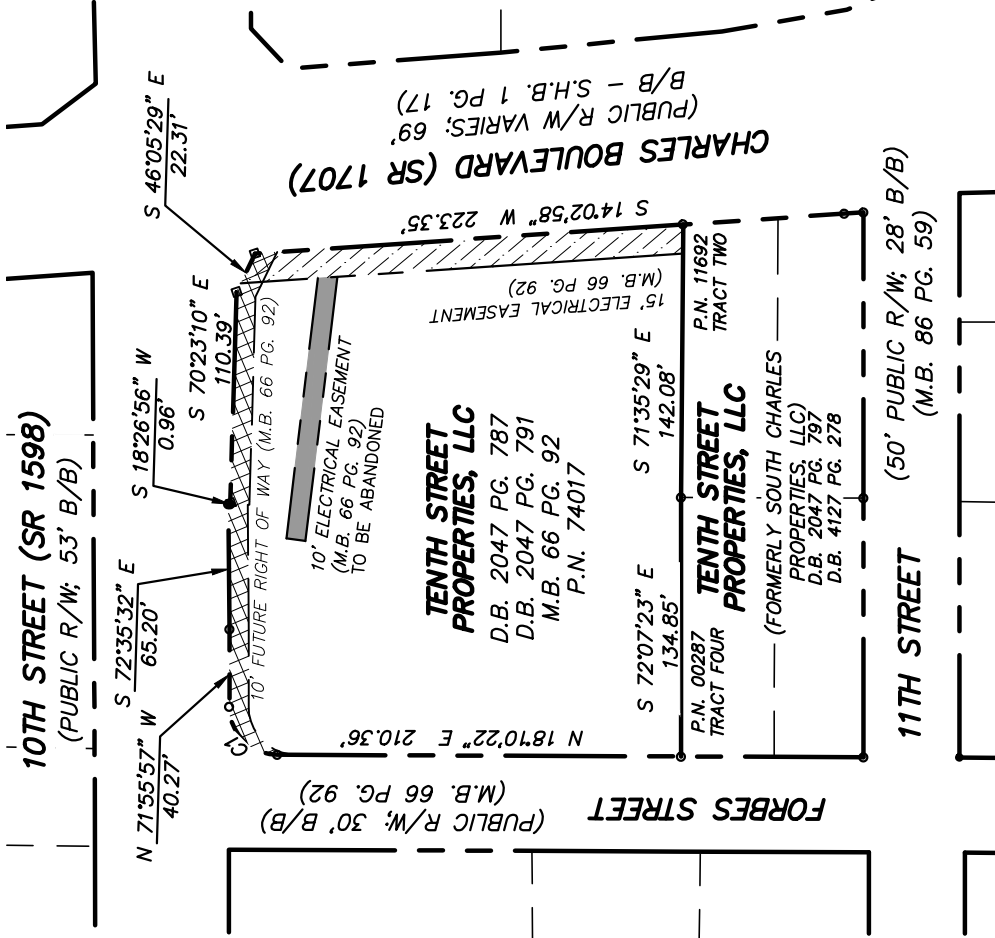
- P.N. 74017
- M.B. 66 PG. 92
- D.B. 4127 PG. 278
- D.B. 2047 PG. 787
- D.B. 2047 PG. 791

### Notes:

1. NO POINTS SET UNLESS OTHERWISE INDICATED.
2. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
3. NO EXISTING IMPROVEMENTS OR EASEMENTS SHOWN.

### CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.22'	N 63°07'12" E	35.32'



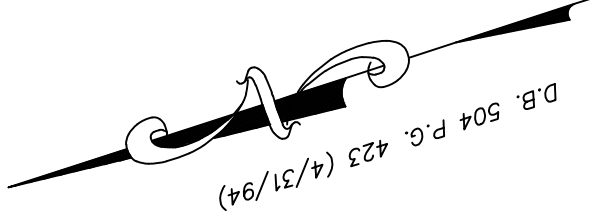
### EXHIBIT A



SCALE 1 inch = 100 ft

### Legend:

- ELECTRICAL EASEMENT TO BE ABANDONED
- ELECTRICAL EASEMENT TO REMAIN
- EASEMENT
- PROPERTY LINE
- EXISTING R/W



ELECTRICAL EASEMENT ABANDONMENT MAP

FOR SHEETZ STORE #397

SW CORNER OF 10TH ST. AND CHARLES BLVD.

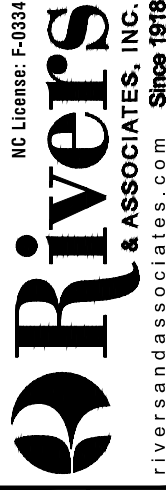
City of Greenville, Greenville Township, Pitt County, North Carolina

Project # 2021036 Draft EDN Sheet No. 1

Drawing # S-990-X Check PWH

Scale: 1"=200' Date: 1/27/2022

NC License: F-0334



**Rivers**  
& ASSOCIATES, INC.  
riversandassociates.com Since 1918

Engineers  
Planners  
Surveyors  
Landscape Architects  
107 East Second Street  
Greenville, NC 27858  
(252) 752-4135





**Existing Electrical easement  
10' in width to be abandoned**

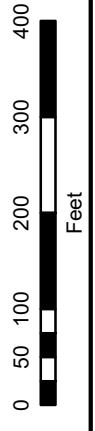
**Tenth St.**

**Forbes St.**

**Charles Blvd.**

**11th St.**

**Sheetz Store # 397  
Easement to be Abandoned  
Pitt Co., NC**



**Disclaimer:**  
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

**Date Created: 2/1/2022**

**Created By: GDS**

**Requested By: Debra Miller**



Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172

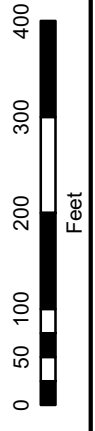
Exhibit "B"



**Existing Electrical easement  
10' in width to be abandoned**

**Disclaimer:**  
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulation. The source data is referenced from Pitt County Planning Department, the City of Greenville and GUC.

**Sheetz Store # 397  
Easement to be Abandoned  
Pitt Co., NC**



Date Created: 2/1/2022

Created By: GDS

Requested By: Debra Miller



Greenville Utilities  
P.O. Box 1847  
Greenville, NC 27835  
Phone: (252) 752-7166  
Fax: (252) 329-2172

Exhibit "B"



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Amendment and Renewal of Interlocal Agreement with Pitt County for Use of Pitt County's 700 MHz Radio System



**Explanation:** Attached for City Council's consideration is the document for amendment and renewal of the interlocal agreement with Pitt County which covers the radios operated by the Public Works Department. A copy of the original interlocal agreement, which was approved by City Council on November 14, 2011, is also attached.

**Fiscal Note:** Currently, the City pays the County a subscriber fee of \$10 per radio per month. With this new agreement beginning July 1, 2022, the City will pay the County a subscriber fee of \$15 per subscriber unit per month, for a total of \$180 per year per subscriber unit. The total commitment is \$37,800, payable quarterly.

**Recommendation:** Approve the amendment and renewal of the interlocal agreement with Pitt County for use of the County's 700 MHz Radio System

---

## ATTACHMENTS

-  [Amendment and Renewal of Radio Agreement with Pitt County.pdf](#)
-  [2011 Radio System Agreement with Pitt County.pdf](#)



Randy Gentry, Director

RECEIVED

DEC 10 2021

TO: Ann Wall, City Manager

CITY MANAGER'S OFFICE

Subject: Interlocal Agreement 700 MHz Radio Subscribers Fee

Date: 12/10/2021

---

Enclosed is the Interlocal Agreement for the 700 MHz Radio subscribers' fee contract renewal with amendments.

Return to Emergency Management

Randy Gentry  
Director  
Pitt County Emergency Management  
Office: 252-902-3954  
Mobile: 252-378-5196  
randy.gentry@pittcountync.gov



**AMENDMENT AND RENEWAL OF INTERLOCAL AGREEMENT  
BETWEEN PITT COUNTY  
AND THE City of Greenville, NC**

THIS RENEWAL OF INTERLOCAL AGREEMENT is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2021 between Pitt County, a political subdivision of the State of North Carolina, (hereinafter referred to as the "County") and the City of Greenville, NC (hereinafter referred to as "Agency").

**WITNESSETH:**

WHEREAS, County and Agency entered into an Interlocal Agreement dated December 19, 2011 for the use of the County's 700 MHz Radio System, herein called Original Agreement, which is attached hereto as Exhibit A and incorporated into this Renewal as if fully set forth herein; and

WHEREAS, County and Agency desire at this time to amend and renew said Original Agreement as hereinafter set forth;

NOW, THEREFORE, it is mutually agreed that the Original Agreement shall be amended and renewed as follows:

- a. The Original Agreement shall be amended and renewed and shall exist and continue until the 30<sup>th</sup> day of June, 2022. This Agreement shall automatically renew for additional one (1) year terms, beginning July 1, 2022 for a total of ten (10) years ending the last day of June of each fiscal year until June 30, 2031 unless either COUNTY or AGENCY gives at least one (1) year's written notice of termination to the other party, or unless terminated as provided in Paragraph 8, Amendments, as amended.
- b. Starting on and effective on July 1, 2022, the first sentence of Paragraph 3, Subscriber Fee, is amended to read as follows:

AGENCY shall pay to COUNTY a subscriber fee of \$15.00 per subscriber unit per month, for a total of \$180.00 per year per subscriber unit, payable quarterly.

- c. Starting on and effective on July 1, 2022, Paragraph 8, Amendments, is amended to add the following new language in addition to and after the now existing language:

The COUNTY reserves the right to change or modify any terms of this agreement provided the AGENCY is notified in writing prior to the change going into effect. Upon receipt of written notice provided by the COUNTY changing or modifying terms, within 60 days the AGENCY can accept the change or modification by completing any necessary amendments in writing, or the AGENCY in writing can reject the change or modification which operates to terminate this agreement 60 days from the date of the AGENCY'S writing rejecting the change or modification.

- d. All subscriber units shall only be granted access to the system by a radio ID assigned by the COUNTY. All subscribers' units must be maintained and programmed in accordance with the COUNTY specifications. COUNTY will maintain the system key but will provide a programming button to allow AGENCY the ability to program their radios that have an approved and Issued County ID, with approved talk groups/channels only. Private channels are for the use of the owning agency and its subsequent units only. **If AGENCY chooses to purchase non-Motorola subscriber units, any Ancillary Equipment needed for AGENCY to join the system must be Motorola compatible (Motorola approved) and will be at the expense of AGENCY. All equipment will be P25 Phase 2 capable.**
  
- e. All of the terms and provisions of the Original Agreement except as herein modified, are to remain in full force and effect, and are made a part of this Renewal of Contract for Services;


In consideration of the mutual promises and benefits set forth herein, County and Agency agree to be bound by the terms of this Amendment and Renewal of Contract for Services, as evidenced by the signatures below.


Agency:

Pitt County:

By: \_\_\_\_\_

By:   
 D. Scott Elliott, County Manager

"This instrument has been prepared in the manner required by the Local Government Budget and Fiscal Control Act."  
  
 \_\_\_\_\_  
 Finance Officer

APPROVED AS TO FORM  
  
 \_\_\_\_\_  
 Deputy County Attorney

**NORTH CAROLINA  
PITT COUNTY**

**INTERLOCAL AGREEMENT BETWEEN  
PITT COUNTY AND PARTNERING AGENCY  
FOR SUBSCRIBER FEE FOR THE USE  
OF 700 MHz RADIO SYSTEM**

THIS AGREEMENT entered into on this the 19 day of December, 2011, by and between Pitt County, hereinafter referred to as "COUNTY" and the City of Greenville, hereinafter referred to as "AGENCY".

**WITNESSETH:**

WHEREAS, COUNTY has purchased and is installing a Motorola 700 MHz L-2 Core ASTRO P-25 TDMA Radio System, hereinafter referred to as "SYSTEM", to provide improved public safety communications, including emergency and non-emergency, which can be expanded to accommodate the requirements of the COUNTY; and

WHEREAS, the SYSTEM has the capacity to allow other users to communicate on the SYSTEM, both public safety and non-public safety agencies; and

WHEREAS, AGENCY has expressed an interest to use the SYSTEM as a primary means of communications; and

WHEREAS, COUNTY is willing to allow AGENCY the ability to use the SYSTEM for primary means of communications; and

WHEREAS, AGENCY and COUNTY desire to enter into an agreement to provide the terms and conditions of their agreement, including subscriber fees to be paid by AGENCY for the use of the radio system.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the COUNTY and the AGENCY agree as follows:

1. Purpose: The purpose of this Agreement is to set forth the rights and obligations regarding the use of the SYSTEM by AGENCY.

2. Term: The effective date of this Agreement shall be the date when the AGENCY first uses the SYSTEM for operational purposes (excluding training or testing) after acceptance of the SYSTEM from Motorola by COUNTY. The AGENCY AND COUNTY shall promptly memorialize this effective date by indicating the date on a certificate. The initial term of this Agreement shall be for one (1) year from the effective date. The terms of this Agreement shall automatically renew for additional one (1) year terms, for a total of ten (10) years unless either COUNTY or AGENCY gives at least one (1) year's written notice of termination to the other party.

3. Subscriber Fee: AGENCY shall pay to COUNTY a subscriber fee of \$10.00 per subscriber unit per month, for a total of \$120.00 per year per subscriber unit, payable quarterly.

The monthly subscriber fee per subscriber unit shall be prorated on the first and final month that each subscriber unit is initially placed and finally removed from service based upon the number of days in the month in which it is in service. Payment of the subscriber fee includes all payments to be made by AGENCY for the use of the SYSTEM, with no additional charge for the use of the SYSTEM, including but not limited to, an additional charge for air time.

4. **Subscriber Units:** For the purpose of this Agreement, a subscriber unit means a radio owned by the AGENCY which utilizes the SYSTEM. AGENCY shall be responsible for the purchase of its subscriber units. Provided that Motorola is willing to furnish the subscriber units to the AGENCY at the same or more favorable prices furnished to the COUNTY, AGENCY agrees to purchase subscriber units from Motorola through the COUNTY's contract with Motorola. Said contract is the result of a public, formal bid process in full compliance with the bidding laws of the State of North Carolina for the purchase of this equipment. Payment for the subscriber units shall be the sole responsibility of AGENCY to Motorola. Maintenance and upgrades of the subscriber units purchased by AGENCY shall be the sole responsibility of AGENCY. COUNTY shall provide all ancillary equipment necessary for Motorola subscriber units to join and utilize the SYSTEM.

Any non-Motorola subscriber units purchased by AGENCY will be P25 Phase 2 capable and will require the AGENCY to purchase for the COUNTY the necessary software and hardware equipment for the programming of the non-Motorola subscribers units.

All subscriber units shall only be granted access to the system by a radio ID assigned by the COUNTY. All subscribers units must be maintained and programmed in accordance with the COUNTY specifications. COUNTY will maintain the system key but will provide a programming button to allow AGENCY the ability to program their radios that have an approved and issued County ID.

If AGENCY chooses to purchase non-Motorola subscriber units, any Ancillary Equipment needed for AGENCY to join and utilize the SYSTEM must be Motorola compatible (Motorola approved) and will be at the expense of AGENCY. All equipment will be P25 Phase 2 capable.

5. **Infrastructure:** COUNTY shall own, operate, maintain and administer all aspects of the SYSTEM in a professional manner to ensure the long-term and reliable provision of the SYSTEMS's coverage and capacity requirements. Performance shall be as specified in the contract between COUNTY and Motorola dated August 1, 2011, which performance requirements are incorporated herein by reference. COUNTY shall be responsible for maintaining the SYSTEM so that the SYSTEM complies with said performance requirements and has the capacity to accommodate the number of subscriber units the COUNTY allows to use the SYSTEM, including COUNTY use and all the Agencies granted use.

6. **Priorities:** It is understood that public safety agency access and utilization of the SYSTEM is first priority and that the access of other Agencies, whether currently on the SYSTEM or requesting service in the future, may be restricted to avoid negatively impacting public safety use of the SYSTEM. A public safety agency is defined as an agency whose primary function is law enforcement, firefighting or emergency medical care. COUNTY and AGENCY



agree in this Agreement that the City of Greenville Public Works Department and its employees shall have the same priority for access and utilization of the SYSTEM as a public safety agency and its employees.

7. FCC Licenses: Throughout the term of this Agreement, COUNTY will provide the use of radio frequencies licensed to the COUNTY. Use of the frequencies shall comply with the rules and policies of the FCC, any other applicable federal and state law, and the specific authorizations of COUNTY. COUNTY shall be responsible for ensuring that the frequencies are used properly and AGENCY shall provide access to facilities and equipment necessary to ensure compliance. COUNTY shall perform the necessary administrative responsibilities with regard to the FCC Licenses, which shall include the timely renewal of all licenses and responding to all FCC inquiries. During the term of this Agreement, neither party shall take any action, or fail to take any action, in respect to the FCC Licenses which would inhibit or prevent operation of the SYSTEM. Upon termination of this Agreement for any reason, the frequencies associated with the FCC Licenses shall remain with the COUNTY.

8. Amendments: This Agreement shall not be modified or otherwise amended except in writing and signed by the parties.

9. Independent Contractor: COUNTY and AGENCY are and shall remain independent contractors with respect to all services performed under this Agreement.

10. Indemnification: Each party shall indemnify and hold the other harmless from and against any and all loss, damage, cost or expense caused by the negligent or wrongful act or omission of any employee of the indemnifying party. Except as permitted by law, neither party shall be liable to the other for any indirect, special, incidental, consequential or punitive damages.

11. Governing Law: This Agreement shall be governed by and construed in accordance with North Carolina law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate originals, as of the day and year first above written, all pursuant to authority duly granted.



CITY OF GREENVILLE

*[Handwritten Signature]*  
Allen M. Thomas, Mayor

ATTEST

*[Handwritten Signature]*  
Carol L. Barwick, City Clerk

PITT COUNTY

Beth Blward  
Chairman, Board of Commissioners

ATTEST:

Kimberly W. Hines  
Clerk to the Board



APPROVED AS TO FORM:

David A. Holec  
David A. Holec, City Attorney

APPROVED AS TO FORM

Grant Ballam  
County Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery  
Bernita W. Demery, Director of Financial Services

Mary  
by the Local Government Budget and Fiscal Control Act



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Approval of Agreement with Tyler Technologies for Support Services and Updates for EnerGov

**Explanation:** The City utilizes the EnerGov system for the majority of all permitting and planning functions and their associated inspections. In order to keep the system up to date and secure, the City pays Tyler Technologies an annual fee to maintain the system and provide support services. The annual maintenance agreement charges will be \$111,605.95 for the period of April 1, 2022 through March 31, 2023. City Council approval is required.

**Fiscal Note:** Total of \$111,605.95 for one-year maintenance agreement. Funds are included in the City Council-approved budget for Fiscal Year 2021-2022.

**Recommendation:** Approve the one-year maintenance agreement with Tyler Technologies for the EnerGov system

---

## ATTACHMENTS

 [Tyler Proforma 153613.pdf](#)



Empowering people who serve the public®

**Remittance**  
 Tyler Technologies, Inc  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE**  
**PROFORMA**

Company	Order No.	Date	Page
025	153613	10/19/2021	1 of 2

**Questions**  
 Tyler Technologies- Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

To: CITY OF GREENVILLE  
 ATTN: JON HOGGARD  
 200 WEST FIFTH STREET  
 GREENVILLE, NC 27834  
 United States

Ship To: CITY OF GREENVILLE  
 ATTN: JON HOGGARD  
 200 WEST FIFTH STREET  
 GREENVILLE, NC 27834  
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	48513	Net 45	USD	ELEC	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Greenville, NC								
1	Renewal: EnerGov Land Management Suite - Maintenance Maintenance Plan: ; Start: 04/01/2022, End: 03/31/2023; Term: 12 months	No	1	1	EA	25,069.35	.00	25,069.35
2	Renewal: Software Support & Maintenance: EnerGov GIS Viewer Maintenance Plan: ; Start: 04/01/2022, End: 03/31/2023; Term: 12 months	No	1	1	EA	3,824.54	.00	3,824.54
3	Renewal: Software Support & Maintenance: EnerGov iG Workforce Mobile Maintenance Plan: ; Start: 04/01/2022, End: 03/31/2023; Term: 12 months	No	1	1	EA	3,492.36	.00	3,492.36
4	Renewal: Software Support & Maintenance: EnerGov ePortal Maintenance Plan: ; Start: 04/01/2022, End: 03/31/2023; Term: 12 months	No	1	1	EA	8,741.82	.00	8,741.82
5	Renewal: Software Support & Maintenance: EnerGov eReviews Maintenance Plan: ; Start: 04/01/2022, End: 03/31/2023; Term: 12 months	No	1	1	EA	6,556.36	.00	6,556.36
6	Renewal: Software Support & Maintenance: EnerGov IVR Telephony and Automation Maintenance Plan: ; Start: 04/01/2022, End: 03/31/2023; Term: 12 months	No	1	1	EA	6,884.18	.00	6,884.18
7	Renewal: Software Support & Maintenance: EnerGov 9 Permitting & Land Management Suite Maintenance Plan: ; Start: 04/01/2022, End: 03/31/2023; Term: 12 months	No	23	1	EA	15,037.34	.00	15,037.34
8	Renewal: EnerGov Assist Advanced Maintenance Plan: ; Start: 04/01/2022, End: 03/31/2023; Term: 12 months	No	1	1	EA	42,000.00	.00	42,000.00



**Empowering people who serve the public®**

**Remittance**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# THIS IS NOT AN INVOICE PROFORMA

<i>Company</i>	<i>Order No.</i>	<i>Date</i>	<i>Page</i>
025	153613	10/19/2021	2 of 2

**Questions**

Tyler Technologies- Local Government  
Phone: 1-800-772-2260 Press 2, then 2  
Fax: 1-866-673-3274  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)

---

Does not include any applicable taxes

Order Total **111,605.95**

Comments: Upon acceptance please email your purchase order to [PO@tylertech.com](mailto:PO@tylertech.com)



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

- 
- Title of Item:** Approval of Agreement with Tyler Technologies for Support Services and Updates for Munis
- Explanation:** The City utilizes the Munis system for the majority of all Financial Services and Human Resources functions. In order to keep the system up to date and secure, the City pays Tyler Technologies an annual fee to maintain the system and provide support services. The annual maintenance agreement charges will be \$130,714.69 for the period of June 27, 2022 through June 26, 2023. City Council approval is required.
- Fiscal Note:** Total of \$130,714.69 for one-year maintenance agreement. Funds are included in the City Council-approved budget for Fiscal Year 2021-2022.
- Recommendation:** Approve the one-year maintenance agreement with Tyler Technologies.
- 

## ATTACHMENTS

 [Tyler Munis Proforma 164121.pdf](#)



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# THIS IS NOT AN INVOICE PROFORMA

**Empowering people who serve the public®**

Company	Order No.	Date	Page
045	164121	10/21/2021	1 of 4

**Questions**

Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

To: CITY OF GREENVILLE  
 ATTN: JON HOGGARD  
 200 WEST FIFTH STREET  
 GREENVILLE, NC 27834  
 United States

Ship To: CITY OF GREENVILLE  
 ATTN: JON HOGGARD  
 200 WEST FIFTH STREET  
 GREENVILLE, NC 27834  
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	48513	Net 45	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Greenville, NC							
1 Renewal: TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months :	No	1	1	EA	4,600.00	.00	4,600.00
2 Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	18,215.54	.00	18,215.54
3 Renewal: SUPPORT & UPDATE LICENSING - BID MANAGEMENT Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	2,504.64	.00	2,504.64
4 Renewal: SUPPORT & UPDATE LICENSING - BMI CollectIT INTERFACE Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	865.24	.00	865.24
5 Renewal: SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	865.24	.00	865.24
6 Renewal: SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	2,504.64	.00	2,504.64
7 Renewal: SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	2,049.25	.00	2,049.25
8 Renewal: SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	5,510.21	.00	5,510.21
9 Renewal: SUPPORT & UPDATE LICENSING - INVENTORY	No	1	1	EA	5,510.21	.00	5,510.21



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	164121	10/21/2021	2 of 4

**Empowering people who serve the public®**

**Questions**  
 Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
10 Renewal: SUPPORT & UPDATE LICENSING - NC SALES TAX REIMB <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	1,252.31	.00	1,252.31
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
11 Renewal: SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	4,144.05	.00	4,144.05
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
12 Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	5,464.66	.00	5,464.66
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
13 Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	3,870.80	.00	3,870.80
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
14 Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	3,870.80	.00	3,870.80
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
15 Renewal: SUPPORT & UPDATE LICENSING - WORK ORDERS <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	6,887.76	.00	6,887.76
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
16 Renewal: SUPPORT & UPDATE LICENSING - PROFESSIONAL DEVELOPMENT <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	1,502.78	.00	1,502.78
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
17 Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	2,618.48	.00	2,618.48
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
18 Renewal: SUPPORT & UPDATE LICENSING - PAYROLL W/ESS <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	5,350.82	.00	5,350.82
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
19 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	3,756.95	.00	3,756.95
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							
20 Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD <b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>	No	1	1	EA	3,756.95	.00	3,756.95
<b>Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months</b>							





**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	164121	10/21/2021	3 of 4

**Empowering people who serve the public®**

**Questions**  
 Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
21 Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	6,830.84	.00	6,830.84
22 Renewal: SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	6,324.84	.00	6,324.84
23 Renewal: ANNUAL PAYROLL TAX TABLE UPDATE Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	1,215.51	.00	1,215.51
24 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	5,009.27	.00	5,009.27
25 Renewal: SUPPORT & UPDATE LICENSING - CENTRAL PROPERTY FILE Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	870.30	.00	870.30
26 Renewal: SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	2,276.95	.00	2,276.95
27 Renewal: SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	7,286.21	.00	7,286.21
28 Renewal: SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months :	No	1	1	EA	3,162.42	.00	3,162.42
29 Renewal: SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	5,009.27	.00	5,009.27
30 Renewal: SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	3,870.80	.00	3,870.80
31 Renewal: SUPPORT & UPDATE LICENSING - MAPLINK GIS INTEGRATION Maintenance Plan: ; Start: 05/27/2022, End: 05/26/2023; Term: 12 months	No	1	1	EA	3,756.95	.00	3,756.95



**Remittance**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE  
 PROFORMA**

**Empowering people who serve the public®**

**Questions**

Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

Company	Order No.	Date	Page
045	164121	10/21/2021	4 of 4

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
---------------------------------	-----------	---------	----------	-----	------------	--------	------------

Does not include any applicable taxes

Order Total: **130,714.69**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Amendment for Construction Engineering and Inspection Services on the South Tar River Greenway Phase 3B Project

**Explanation:** As identified in previous Notes to Council memos, during construction of the South Tar River Greenway Phase 3B Project, construction crews discovered an unanticipated conflict between proposed steel pilings and an existing sanitary sewer pipe within the CSX railroad right-of-way (ROW). A map is attached identifying the project area. This conflict, particularly in light of its location within CSX railroad ROW, has required extensive coordination among City staff, the construction contractor, Greenville Utilities, SEPI, Inc., CSX, AECOM working on behalf of CSX, and Kimley-Horn, the design engineer.

After thorough investigations by the City and GUC, including multiple field meetings with the aforementioned entities, the team determined the exact location and length of sanitary sewer pipe in conflict with the proposed improvements. Numerous discussions followed, attempting to identify alternative solutions that didn't require redesigning the proposed pile locations and associated reinforced concrete slab since this would require another review process with CSX. Despite these efforts, it was determined that shifting the conflicting pile locations was the least impactful option. Other options included GUC relocating the existing sewer line and converting concrete path to asphalt.

City staff and Kimley-Horn discussed the services necessary to perform the redesign, which included surveys, geotechnical research, structure design, drafting, railroad review coordination, and final revised plan sheets. This process, including review and approval by CSX, was completed in mid-December 2021.

While this process was underway, the contractor continued construction of greenway improvements in other areas not associated with the sanitary sewer conflict. The majority of this work is complete, with a few minor items that will be installed over the next couple of months.

Resolving the conflict with the existing sanitary sewer pipe and subsequent construction of the redesigned portion on CSX ROW extends construction completion past the contract completion date for services by SEPI, Inc. This amendment will provide the additional management, inspection, and materials testing services necessary to complete final construction and project closeout with NCDOT.

**Fiscal Note:**

The proposed amendment amount is \$249,593.83. A request for additional funds to cover 80% of the aforementioned cost has been sent to NCDOT. If this request is denied, Engineering staff will work with Finance to identify an alternative source of funds.

**Recommendation:**

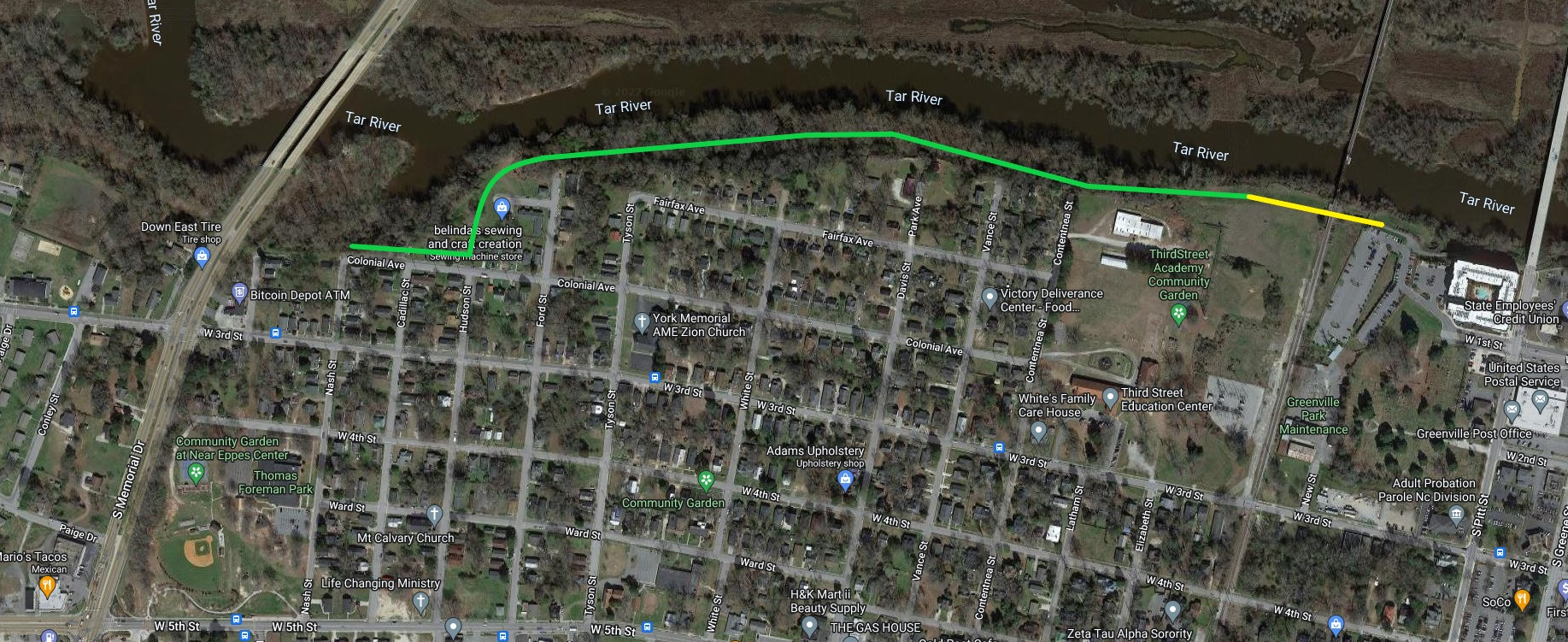
City Council Approve the amendment to the contract with SEPI, Inc. for CEI services on the South Tar River Greenway Phase 3B Project in the amount of \$249,593.83.

---

ATTACHMENTS

 [PDF of Outline of Greenway 2.pdf](#)

Attachment 1



Yellow Line = Unfinished RxR Construction  
Green Line = Finished Section of Greenway



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Approval of Task Orders #1 and #2 for professional services for Construction Engineering and Inspection (CEI)/Construction Materials Testing (CMT)

**Explanation:** The 2022 CEI/CMT On-Call Contract was awarded to RK&K by Council on January 11, 2022 (attached for reference). These task orders will be the first two task orders under the On-Call Contract. They will cover CEI/CMT for the 2022 Rehabilitation Project and 2022 Preservation Project.

Task Order #1 will provide construction engineering and inspection and construction materials testing for the 2022 Rehabilitation Project. The 2022 Rehabilitation Project was awarded by Council on January 11, 2022. The estimated cost for this task order is \$177,280.44.

Task Order #2 will provide construction engineering and inspection and construction materials testing for the 2022 Preservation Project. The 2022 Preservation Project was awarded by Council on January 11, 2022. The estimated cost for this task order is \$164,313.75.

**Fiscal Note:** The proposed budget for the 2022 CEI/CMT On-Call Task Order 1 is \$177,280.46. The proposed budget for the 2022 CEI/CMT On-Call Task Order 2 is \$164,313.75. Both task orders will be funded through the Pavement Management Program as approved by City Council.

**Recommendation:** City Council approve Task Orders #1 and #2 under the On-Call CEI/CMT Contract with RK&K in the amounts of \$177,280.46 and \$164,313.75 respectively.

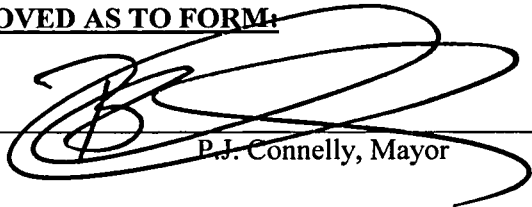
---

## ATTACHMENTS

 [Contract Number 2562 2022 CEI On-Call Inspection Services Agreement for Annual and Capital Projects.pdf](#)

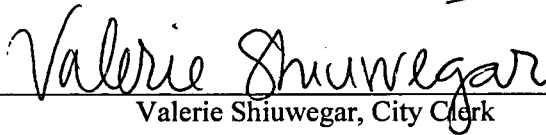
**APPROVED AS TO FORM:**

BY:

  
P.J. Connelly, Mayor



BY:

  
Valerie Shiuwegar, City Clerk

BY:

  
Byron Hayes, Director of Financial Services

BY:

  
Emanuel D. McGirt, City Attorney

**PRE-AUDIT CERTIFICATION:**

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

  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

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

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

TASK ORDER EDITION

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS





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

**TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between  
\_\_\_\_\_  
City of Greenville (“Owner”) and  
\_\_\_\_\_  
Rummel, Klepper & Kahl LLP DBA RK&K (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

## ARTICLE 2 – OWNER’S RESPONSIBILITIES

### 2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in Exhibit B, "Owner's Responsibilities," and in each Task Order.
- B. Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

## ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

### 3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for **two (2) years** from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.02 *Times for Rendering Services*

- A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be

contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit (DELETED)*

- A. ~~If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

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

**ARTICLE 6 – GENERAL CONSIDERATIONS**

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:* Engineer and Owner shall comply with applicable Laws and Regulations.
1. Prior to the Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under such Task Order. Engineer shall comply with such policies and procedures pursuant to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

### 6.03 *Use of Documents*

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

2. *By Engineer:* If Engineer's services are substantially delayed through no fault of Engineer, then Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order.
- B. *Termination:* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience,
    - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of

- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site:*

A. With respect to each Task Order, Specific Project, and Site:

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

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of each particular Specific Project.
- F. *Applicability to Task Orders*: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:
  1. *Addenda*: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
  2. *Additional Services*: Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
  3. *Agreement*: This "Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.
  4. *Application for Payment*: The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  5. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  6. *Basic Services*: Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
  7. *Bid*: The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

18. *Contractor*: The entity or individual with which Owner has entered into the Construction Contract.
19. *Correction Period*: The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective*: An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
21. *Documents*: Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings*: That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement*: The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement*: The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Task Order*: The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Engineer*: The individual or entity named as such in this Agreement.
27. *Field Order*: A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
28. *General Conditions*: That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
29. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
30. *Laws and Regulations; Laws or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

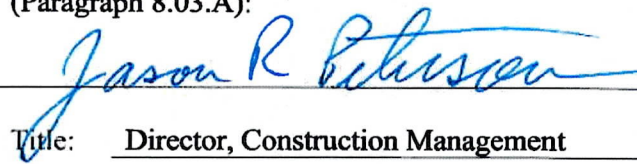


43. *Specific Project:* An undertaking of Owner as set forth in a Task Order.
44. *Subcontractor:* An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at a Site.
45. *Substantial Completion:* The time at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended.
46. *Supplementary Conditions:* That part of the Contract Documents which amends or supplements the General Conditions.
47. *Supplier:* A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Task Order:* A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
49. *Total Project Costs:* The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
50. *Work:* The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by those Contract Documents.
51. *Work Change Directive:* A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

DESIGNATED REPRESENTATIVE  
(Paragraph 8.03.A):

\_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-Mail  
Address: \_\_\_\_\_

DESIGNATED REPRESENTATIVE  
(Paragraph 8.03.A):

  
\_\_\_\_\_  
Title: Director, Construction Management  
Phone Number: 919-878-9560  
Facsimile Number: n/a  
E-Mail jpeterson@rkk.com  
Address: \_\_\_\_\_

This is **EXHIBIT A**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_, \_\_\_\_\_.

## **Engineer's Services**

---

### **Introduction:**

*NOTE TO USER: The following text describes a variety of services that may be included, in whole or in part, in a Task Order issued under the Agreement. Not all possible services are included herein. User should feel free to revise and supplement the descriptions of services provided here for purposes of drafting each Task Order. The items in Parts 1-5 of Exhibit A will be included in a Task Order only if they are expressly included by direct reference or physical incorporation; Part 6 will be incorporated in whole in all Task Orders unless noted otherwise in the Task Order.*

### **PART 1 – STUDY AND REPORT PHASE SERVICES**

#### *A1.01 Study and Report Phase*

*For each Task Order that includes study or report services, select from or supplement the following possible services:*

#### **A. The Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate [*insert specific number or list here*] alternate solutions available to Owner for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. The Report will be accompanied by:

Engineer's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized:

- a. opinion of probable Construction Cost,

### A1.03 Final Design Phase

*For each Task Order that includes final design services, select from or supplement the following possible services:*

A. Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Where appropriate, prepare Specifications in general conformance with the format of the Construction Specifications Institute.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.
3. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, itemized as provided in the Study and Report Phase Services section above.
4. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related documents.
5. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order.
6. Prepare for, coordinate with, participate in, and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and perform or furnish services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

- B. Engineer's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to Owner.

## PART 4: CONSTRUCTION AND COMMISSIONING

### A1.05 Construction Phase

*For each Task Order that includes Construction Phase services, select from or supplement the following possible services:*

A. Engineer shall provide the following services:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. *[Note: For those Specific Projects for which Engineer will not be providing the services of an RPR, do not incorporate this Paragraph A1.05.A.2, and do not include Exhibit D.]*
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Paragraph B2.01.0.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Work in progress :
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to

indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to any provisions below regarding additional compensation for evaluation of such substitute or "or equal" submittals.
13. *Inspections and Tests*: Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in Paragraph A1.05.A.15.a are expressly subject to the limitations set forth in Paragraph A1.05.A.15.b and other express or general limitations in this Agreement and elsewhere.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

#### A1.06 *Commissioning Phase*

*For each Task Order that includes facilities commissioning services, select from or supplement the following possible services:*

- A. Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
  2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
  3. Prepare operation and maintenance manuals.
  4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
  5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

### **PART 5— OTHER SERVICES**

A2.01 *For each Task Order, consider the inclusion of the following possible services:*

- A. Engineer shall:
1. Prepare applications and supporting documents for private or governmental grants, loans or advances in connection with a Specific Project; prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
  2. Provide services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
  3. Provide renderings or models for Owner's use.
  4. Undertake investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assist in obtaining financing for a Specific Project; evaluate processes available for licensing, and assist Owner in obtaining process

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. The Task Order shall be amended to reflect the inclusion of such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of any Construction Contract in evaluating and determining the acceptability of a proposed substitution, whether approved or not; evaluation and determination of an excessive number of proposed "or equals" or substitutions whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services in connection with any partial utilization of any part of the Work on a Specific Project by Owner prior to Substantial Completion.
6. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program enacted or provided to Engineer subsequent to the Effect Date of the Task Order that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
8. Evaluation of an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.
9. **Assist Owner as requested with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.**



affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

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

This is **EXHIBIT C**, consisting of \_\_\_\_ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated \_\_\_\_\_, \_\_\_\_\_.

## **Payments to Engineer for Services and Reimbursable Expenses**

---

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

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### *C2.01 Method of Payment*

B. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates
3. ~~Method C: Direct Labor Costs Times a Factor (Deleted)~~
4. ~~Method D: [Identify any other method to be used to compensate Engineer for some or all of its services]~~

#### *C2.02 Explanation of Methods*

##### A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

##### B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for ~~computer time and~~ the use of ~~other~~ highly specialized equipment **as may be identified in a Specific Project Task Order**. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (as of January 1) to reflect equitable changes in the rates.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses, **including Consultant services**, allocable to a Specific Project, **the latter Consultant's expense shall be multiplied by a Factor of 1.15.**

#### C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of 1.0 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services **at a rate of 1.15.**

#### C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
  - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

#### C. *Maximum Total Compensation Amount*

- 1. **Total compensation, in aggregate, for all duly executed Specific Project Task Orders shall not exceed one million dollars (\$1,000,000.00) without amendment to this agreement.**

This is **Appendix 2 to EXHIBIT C**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_,

---

### **Standard Hourly Rates Schedule**

---

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services effective on the date of this Agreement are:

Project Manager	<u>\$199.00/hour</u>
QA/QC Manager – Office	<u>281.00/hour</u>
QA/QC Manager – Field	<u>131.00/hour</u>
Project Controls Lead	<u>202.00/hour</u>
Schedule Engineer	<u>145.00/hour</u>
CEI Project Administrator	<u>112.00/hour</u>
Systems Administrator	<u>195.00/hour</u>
Traffic Engineer	<u>209.00/hour</u>
Utility Coordinator	<u>162.00/hour</u>
Stakeholder Involvement Lead	<u>185.00/hour</u>
Safety Officer	<u>148.00/hour</u>
Drone/UAS Lead	<u>157.00/hour</u>
Resident Project Representative V	<u>101.00/hour</u>
Resident Project Representative IV	<u>90.00/hour</u>
Resident Project Representative III	<u>80.00/hour</u>
Resident Project Representative II	<u>73.00/hour</u>
Resident Project Representative I	<u>66.00/hour</u>
Estimator (BREE & Associates)	<u>125.00/hour</u>
Scheduler (BREE & Associates)	<u>125.00/hour</u>
Project Administrator (Falcon)	<u>85.00/hour</u>
Project Manager (Falcon)	<u>175.00/hour</u>
Project Executive (Falcon)	<u>225.00/hour</u>
CADD Technician (Falcon)	<u>105.00/hour</u>
Staff Professional (Falcon)	<u>105.00/hour</u>
Senior Professional (Falcon)	<u>155.00/hour</u>
Registered Engineer/Geologist (Falcon)	<u>175.00/hour</u>
Senior Registered Engineer/Geologist (Falcon)	<u>225.00/hour</u>
Engineering Technician (Falcon)	<u>95.00/hour</u>
Field Staff Professional (Falcon)	<u>105.00/hour</u>
Field Senior Professional (Falcon)	<u>155.00/hour</u>

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, and assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern..

12. *Payment Requests:*

- a. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work. (See Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.

This is **EXHIBIT E**, consisting of \_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_, \_\_\_\_\_.

---

**NOTICE OF ACCEPTABILITY OF WORK**

---

PROJECT:

---

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

---

To: \_\_\_\_\_  
OWNER

And To: \_\_\_\_\_  
CONTRACTOR

From: \_\_\_\_\_  
ENGINEER

---

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

This is **EXHIBIT G**, consisting of \_\_\_\_\_ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated \_\_\_\_\_, \_\_\_\_\_.

**Insurance**

---

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

**G6.04 Insurance**

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

1. *By Engineer:*
  - a. Workers' Compensation: Statutory
  - b. Employer's Liability –
    - 1) Each Accident: \$1,000,000.00
    - 2) Disease, Policy Limit: \$1,000,000.00
    - 3) Disease, Each Employee: \$1,000,000.00
  - c. General Liability –
    - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000.00
    - 2) General Aggregate: \$2,000,000.00
  - d. Excess or Umbrella Liability –
    - 1) Each Occurrence: \$10,000,000.00
    - 2) General Aggregate: \$10,000,000.00
  - e. Automobile Liability –
    - 1) Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000.00
  - f. Professional Liability –
    - 1) Each Claim Made: \$1,000,000.00
    - 2) Annual Aggregate: \$1,000,000.00





RUMMKLE-01

KGDWIN

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 2/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (703) 827-2277      FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Rummel, Klepper & Kahl, LLP 700 East Pratt Street Suite 500 Baltimore, MD 21202-4919	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Charter Oak Fire Insurance Company A++ (XV)</td> <td style="width: 20%;">25615</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company A++, XV</td> <td>25623</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER E : Lexington Insurance Company A, XV</td> <td>19437</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Charter Oak Fire Insurance Company A++ (XV)	25615	INSURER B : Phoenix Insurance Company A++, XV	25623	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : New Hampshire Insurance Company	23841	INSURER E : Lexington Insurance Company A, XV	19437	INSURER F :	
INSURER A : Charter Oak Fire Insurance Company A++ (XV)	25615												
INSURER B : Phoenix Insurance Company A++, XV	25623												
INSURER C : Travelers Property Casualty Company of America	25674												
INSURER D : New Hampshire Insurance Company	23841												
INSURER E : Lexington Insurance Company A, XV	19437												
INSURER F :													

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab.</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			630-3R867964	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-3R867301	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-6S739749	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC039-32-6803	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>E</b>	<b>Professional Liab.</b>			020720875	11/1/2021	11/1/2022	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: RK&K PROJECT #P21-1079 - CITY OF GREENVILLE, ON-CALL CEI AND CONSTRUCTION MATERIALS TESTING SERVICES

The City of Greenville, NC is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Greenville, NC 1500 Beatty Street Greenville, NC 27834	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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

## **Special Provisions**

---

Work for which the Owner may require the services of the Engineer may include, but are not limited to:

- Construction Engineering and Inspection and Construction Administration, including:
  - Pre-construction conference
  - Management information system
  - Review traffic control plans
  - Review material submittals
  - Inspections and reports
  - Embedded inspectors
  - Bi-weekly meetings
  - Issues management
  - Schedule control
  - Cost control
  - Change orders
  - Dispute resolution
- Construction Materials Testing and Reports

E-Verify Requirements: (a) If this Agreement (or “contract”) is awarded pursuant to North Carolina General Statutes (NCGS) 143-129: (i) the contractor represents and covenants that the contractor and its subcontractor comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “contractor”, “contractor’s subcontractors”, and “comply” as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this Agreement is subject to NCGS 143-133.3, the Engineer and its subcontractors, and/or the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

c. This amendment amount: \$ \_\_\_\_\_  
d. Adjusted Task Order amount: \$ \_\_\_\_\_

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

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

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_



This is **EXHIBIT K**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_, \_\_\_\_\_.

**Amendment To Task Order No. \_\_\_\_\_**

---

1. Background Data:

- a. Effective Date of Task Order Agreement:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

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

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

*[List other Attachments, if any]*

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_



g. Other (specify): N/A \_\_\_\_\_

2. *By Owner:* (DELETED)

a. ~~Workers' Compensation:~~ \_\_\_\_\_ Statutory

b. ~~Employer's Liability~~

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

c. ~~General Liability~~

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

d. ~~Excess Umbrella Liability~~

1) ~~Each Occurrence:~~ \_\_\_\_\_ \$ \_\_\_\_\_  
2) ~~General Aggregate:~~ \_\_\_\_\_ \$ \_\_\_\_\_

e. ~~Automobile Liability~~

1) ~~Combined Single Limit  
(Bodily Injury and Property Damage):  
Each Accident~~ \_\_\_\_\_ \$ \_\_\_\_\_

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

B. *Additional Insureds:*

1. ~~Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B.~~
2. **The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04A.**

## CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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



6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

This is **EXHIBIT D**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_, \_\_\_\_\_.

### **Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

#### **D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Paragraph A1.05 of Exhibit A as incorporated in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
  1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
    - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
    - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
    - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

This is **Appendix 1 to EXHIBIT C**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated \_\_\_\_\_.

### **Reimbursable Expenses Schedule**

---

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses effective on the date of this Agreement are:

8"x11" Copies – Black and White	\$0.06/page
8"x11" Copies – Color	0.30/page
11"x17" Copies – Black and White	0.09/page
11"x17" Copies – Color	0.40/page
Blackline Prints (Paper)	0.06/sq. ft.
Blackline Prints (Vellum)	0.45/sq. ft.
Blackline Prints (Mylar)	1.40/sq. ft.
Blackline Scans (All)	0.20/sq. ft.
Redline Prints (Paper)	0.14/sq. ft.
Redline Prints (Vellum)	0.51/sq. ft.
Redline Prints (Mylar)	1.46/sq. ft.
Redline Scans (Mylar/Paper)	1.00/sq. ft.
Color Prints (Paper)	0.65/sq. ft.
Color Prints (Photo Gloss)	1.05/sq. ft.
Color Prints (Backlit)	1.35/sq. ft.
Color Scans (Mylar/Paper)	1.00/sq. ft.
Mileage (auto)	0.585/mile
Field Truck Monthly Charge	1,200.00/month
Mileage (Field Truck)	0.22/mile
Meals and Lodging	at cost
Moisture Content	15.00/each
Sieve Analysis with Wash	100.00/each
Atterberg Limits Test	100.00/each
Standard Proctor Compaction	225.00/each
Modified Proctor Compaction	250.00/each
Compressive Strength of 4"x8" Concrete Cylinder	15.00/each
Compressive Strength of 6"x12" Concrete Cylinder	45.00/each
Asphalt Bulk Specific Gravity of Core Samples	50.00/each
Nuclear Density Gauge	50.00/day
Equipment for Coring Asphalt and Concrete	400.00/day
Mileage, roundtrip (Falcon)	117.00/trip

Note: Highly specialized equipment or laboratory testing that may be required to perform services for Specific Task Orders shall be identified and reimbursable expense compensation established as part of that Specific Project Task Order.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Engineer.

C. Method C – Direct Labor Costs Times a Factor (DELETED)

- ~~1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a Factor of \_\_\_\_\_ for the services of Engineer's employees engaged on the Specific Project, plus Reimbursable Expenses, and Engineer's Consultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.~~
- ~~2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.~~
- ~~3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, if any.~~
- ~~4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above designated Factor, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.~~
- ~~5. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Engineer.~~

D. Method D *[Identify and define any other method to be used to compensate Engineer for some or all of its services]*

C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- N. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Engineer, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Site.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by any independent testing laboratory, if Engineer is required to review such documents.
- R. Inform Engineer of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *To Be Determined*

This is **EXHIBIT B**, consisting of \_\_\_\_\_ pages, referred to in and part of the Agreement between **Owner and Engineer for Professional Services – Task Order Edition** dated \_\_\_\_\_, \_\_\_\_\_.

## **Owner's Responsibilities**

---

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

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

licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

5. In addition to baselines and benchmarks, provide more extensive construction surveys and staking to enable a Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and provide other special field surveys.
6. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
7. Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to a Specific Project.

## **PART 6: ADDITIONAL SERVICES REQUIRING AMENDMENT TO TASK ORDER**

### *A2.02 Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. The Task Order shall be amended to reflect the inclusion of such Additional Services. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
  1. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A.1.01.A.4.
  2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  3. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.
  4. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner, subject to the terms of Paragraph 6.01.F of the Agreement.
  5. Overtime work requiring higher than regular rates.
  6. Other services proposed to be performed or furnished by Engineer not otherwise provided for in this Agreement.



- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of the Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents:* Receive, review and transmit to Owner maintenance and operating instructions, schedules guarantees, bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided above.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. *Final Notice of Acceptability of the Work:* Conduct a final payment inspection to determine if the completed Specific Project of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
19. *Defective Work:* Together with Owner, visit the Site to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if any.
20. *Correction Period:* Together with Owner or Owner's representative, visit the Site within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

Engineer in the Task Order and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

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

### PART 3: BIDDING AND NEGOTIATION

#### A1.04 Bidding or Negotiating Phase

For each Task Order that includes bidding or negotiation services, select from or supplement the following possible services:

A. The Engineer shall:

1. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Prepare additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions below regarding additional compensation for an excessive number of such substitute or "or equal" submittals.
6. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for the Work.
7. ~~Assist Owner with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.~~
8. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [*here list any such tasks or deliverables*]

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (~~except as may be required if Exhibit F is a part of the Task Order~~).

- b. allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Engineer and,
    - c. on the basis of information furnished by Owner, allowances for other items and services included within the definition of Total Project Costs.
  - 6. Furnish the number of review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.
  - 7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Task Order.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

## **PART 2: DESIGN ACTIVITIES**

### *A1.02 Preliminary Design Phase*

*For each Task Order that includes preliminary design services, select from or supplement the following possible services:*

- A. Engineer shall on the basis of the above acceptance, selection, and authorization:
  - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project.
  - 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
  - 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  - 4. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer, which will be itemized as provided in the Study and Report Phase Services section above.
  - 5. Furnish the Preliminary Design Phase documents to and review them with Owner.
  - 6. Submit to Owner the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to Owner.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

OWNER: City of  
Greenville

ENGINEER: RK&K

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Miriam Kronisch, PE, CCM

Title: \_\_\_\_\_

Title: Partner

Engineer License or Firm's F-0112  
Certificate No. \_\_\_\_\_

State of: North Carolina

Date Signed: \_\_\_\_\_

Date Signed: 2/8/2022

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
8601 Six Forks Road  
Forum 1, Suite 700  
Raleigh, NC 27615

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits*

Attachment 1, Task Order (Suggested Form)

Exhibit A, Engineer's Services [*NOTE: Services, tasks, and terms in Exhibit A are for reference in preparing specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.*]

Exhibit B, Owner's Responsibilities

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Exhibit E, Notice of Acceptability of Work

Exhibit F, Construction Cost Limit (Not Included)

Exhibit G, Insurance

Exhibit H, Dispute Resolution (Not Included)

Exhibit I, Limitations on Liability (Not Included)

Exhibit J, Special Provisions

Exhibit K, Amendment to Task Order

*[Note: If an exhibit is not included, write "not included" after the listed exhibit item.]*

### 8.02 *Total Agreement*

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

### 8.03 *Designated Representatives*

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

31. *Owner*: The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any construction contracts concerning the Project.
32. *PCBs*: Polychlorinated biphenyls.
33. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
34. *Project*: The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *Radioactive Materials*: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Record Drawings*: The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
37. *Reimbursable Expenses*: The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which Owner shall pay Engineer as indicated in Exhibit C.
38. *Resident Project Representative*: The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR agreed to by Owner. The duties and responsibilities of the RPR will be as set forth in each Task Order.
39. *Samples*: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. *Shop Drawings*: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
41. *Site*: Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
42. *Specifications*: That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

8. *Bidding Documents*: The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order*: A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern*: Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement*: The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract*: The entire and integrated written agreement between Owner and Contractor concerning the Work.
13. *Construction Cost*: The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
14. *Consultants*: Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents*: Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price*: The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times*: The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.



damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. *Indemnification by Owner:* ~~(DELETED) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to a Specific Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law:*

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

6.07 *Successors, Assigns, and Beneficiaries:*

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

6.08 *Dispute Resolution:*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.~~

- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

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

#### 6.05 *Suspension and Termination*

##### A. *Suspension*

1. *By Owner:* Owner may suspend a Task Order upon seven days written notice to Engineer.

2. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.
- L. While at a Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been itemized and expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, shop drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to

separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then Owner and Engineer shall, prior to commencement of final design services, develop a schedule for performance of Engineer's remaining services in order to sequence and coordinate properly such services as are applicable to the work under such separate Construction Contracts. This schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

## ARTICLE 4 – INVOICES AND PAYMENTS

### 4.01 *Invoices*

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

### 4.02 *Payments*

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

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over

## TABLE OF CONTENTS

	Page
Article 1 – SERVICES OF ENGINEER	1
1.01 Scope .....	1
1.02 Task Order Procedure .....	2
Article 2 – OWNER’S RESPONSIBILITIES	2
2.01 General .....	2
Article 3 – TERM; TIMES FOR RENDERING SERVICES	2
3.01 Term .....	2
3.02 Times for Rendering Services .....	2
Article 4 – INVOICES AND PAYMENTS	3
4.01 Invoices .....	3
4.02 Payments .....	3
Article 5 – OPINIONS OF COST	4
5.01 Opinions of Probable Construction Cost .....	4
5.02 Designing to Construction Cost Limit .....	4
5.03 Opinions of Total Project Costs .....	4
Article 6 – GENERAL CONSIDERATIONS	4
6.01 Standards of Performance .....	4
6.02 Design Without Construction Phase Services .....	6
6.03 Use of Documents .....	6
6.04 Insurance .....	7
6.05 Suspension and Termination .....	8
6.06 Controlling Law: .....	9
6.07 Successors, Assigns, and Beneficiaries: .....	9
6.08 Dispute Resolution: .....	10
6.09 Environmental Condition of Site: .....	10
6.10 Indemnification and Mutual Waiver .....	11
6.11 Miscellaneous Provisions .....	12
Article 7 – DEFINITIONS	13
7.01 Defined Terms .....	13
Article 8 – EXHIBITS AND SPECIAL PROVISIONS	18
8.01 Exhibits .....	18
8.02 Total Agreement .....	19
8.03 Designated Representatives .....	19
8.04 Engineer’s Certifications .....	19

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other.

Copyright © 2009 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

The copyright for this EJCDC document is owned jointly by the four EJCDC sponsoring organizations and held in trust for their benefit by NSPE.



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Demolition and Sale of Existing Building Located at Wildwood Park

**Explanation:** In an effort to continue moving forward the City's Wildwood Park Masterplan, the City desires to remove an existing open air metal shelter approximately 80'x170' in size at the Park. Per the Masterplan, a park Welcome Center and playground will be constructed on the site. City staff is currently working with The East Group to design both the Welcome Center and the playground and construction is anticipated to begin this summer.

The City received three bids to remove the shelter and prepare the site for construction. Two bids were received at a cost of \$12,800 and \$40,000 to remove the shelter. A third bid from Precision Lawn Care offered to pay the City \$7,000 to perform the work. The sale of the building as surplus personal property is authorized under North Carolina General Statute 160A-266(c) and by the City Code of the City of Greenville Title 3, Chapter 1, Section 3-1-6.

The Bill of Sale is attached for review.

**Fiscal Note:** The City will receive approximately \$7,000 to allow Precision Lawn Care to perform this scope of work.

**Recommendation:** Approve the sale of the surplus building at Wildwood Park to Precision Lawn Care for \$7,000 and allow Precision Lawn Care to proceed with the required site improvements following the demolition work, all of which must be complete by June 1, 2022.

---

## ATTACHMENTS

 [WWP Shelter Removal Bill of Sale.pdf](#)





**BILL OF SALE  
SALE OF PERSONAL PROPERTY**

THIS BILL OF SALE made and entered into as of the \_\_\_\_ day of March, 20\_\_\_\_ by and between the CITY OF GREENVILLE, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the “City” and with a primary address of 200 W. FIFTH STREET, GREENVILLE, NC 27858 and PRECISION LAWN CARE AND LANDSCAPING, INC. who is organized and existing under the laws of the State of North Carolina, Party of the Second Part, and hereinafter referred to as the “Buyer” whose primary offices are located at 5118 COUNTRY LANE, GRIFTON, NC 28530.

**GENERAL RECITALS**

WHEREAS, in November 2019, the City purchased Wildwood Park, located at 3450 Blue Heron Drive, Greenville, NC (Parcel 86710) (“Property”), with various improvements and structures on the Property, and the intended use of the Property is recreational; and

WHEREAS, the City desires to remove personal property (“an open air metal shelter”), located on the Property for space to construct a welcome center on the Property, and there is no use to the City for the open air metal shelter; and

WHEREAS, subject to the conditions and terms thereof, said sale is authorized by North Carolina General Statutes § 160A-266(c) and the City Code of the City of Greenville, Title 3, Chapter 1, Section 3-1-6, which provides delegated authority to the purchasing manager to declare as surplus personal property owned by the City and valued at less than \$30,000; and

WHEREAS, upon declaring as surplus personal property owned by the City and setting its fair market value, the purchasing manager may initiate proceedings for the sale or exchange of property and may convey title to the property for the City without publishing notice and the sale or exchange may be either public or private;

NOW, THEREFORE, the City and the Buyer, FOR AND IN CONSIDERATION OF THE SUM OF SEVEN THOUSAND DOLLARS (\$7,000.00), to it in hand paid to the City, the receipt whereof is hereby acknowledged, the City has bargained and sold and by these presents does bargain, sell, and convey unto Buyer, its heirs and assigns, that certain open air metal shelter located on the Property of the City, as described as follows:

The subject of the sale shall be for one (1) open air metal shelter, which measures 80’X170’ (13,600 sqft), and more specifically, the open air metal shelter is located in between the middle of two shelters similar in nature as shown in Attachment A.

**ADDITIONAL TERMS OF SALE:**

1. Buyer shall provide all labor and material and is solely responsible for costs to remove the open air metal shelter as identified in Attachment A from the Property and complete all additional work, as captured in Paragraph 2 and Attachment B within sixty (60) days following execution of this Bill of Sale. Payment of the full purchase price (seven thousand dollars (\$7,000.00)) shall be paid by Buyer to the City prior to removal of the open air metal shelter.
2. Buyer, in addition to removal of the open air metal shelter, shall also provide the following work to industry standards and to the satisfaction of the City under the conditions summarized in Attachment B:
  - a. Install temporary construction fencing around the jobsite prior to initiating work and remove the temporary construction fencing upon completion of work.
  - b. Remove the concrete footings and flat work under the open air metal shelter, and select fill shall be brought in to fill holes and compacted to existing elevations of the dirt floor.
  - c. Properly disconnect the existing electrical connection for the open air metal shelter being removed.
  - d. Remove existing downspouts, connected drain pipes, and splash pads.
  - e. Repair the landscaping, including seeding and strawing, once the open air metal shelter is removed from the site.
  - f. Remove and properly dispose of offsite any debris associated with the removal of the open air metal shelter.
3. The open air metal shelter is sold in an as is condition without any warranty or covenants.
4. Upon execution of this Bill of Sale and payment to the City of the full purchase price (\$7,000.00), all risk of loss or damage to the open air metal shelter is thereupon transferred to and assumed by Buyer at that time. Buyer agrees to hold the City harmless for any loss or damage to said shelter that occurs subsequent to execution of this Bill of Sale and the payment of the full purchase price. Purchase of insurance coverage to protect said open air metal shelter against loss or damage shall, at all times thereafter, be the sole responsibility of Buyer.

**5. Indemnification:**

- a. To the maximum extent allowed by law, the Buyer shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Bill of Sale as a result of acts or omissions of the Buyer or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Buyer shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
- b. Definitions. As used in subsections "5" above -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control,

pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this Bill of Sale). "Indemnitees" means City and its officers, officials (elected and non-elected), independent contractors, agents, and employees, excluding the Buyer.

- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Bill of Sale. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
  - d. Survival. This section shall remain in force despite termination of this Bill of Sale (whether by expiration of the term or otherwise) and termination of the services of the Buyer under this contract.
  - e. Limitations of the Buyer's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Buyer to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
  - f. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Buyer, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Buyer's activities and operations while performing services under this contract. The Buyer shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
  - g. Buyer will promptly notify the City of any Civil or Criminal Actions filed against the Buyer or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense
6. Buyer must not damage other structures on the Property and Buyer shall be responsible for damage to any other portion of the Property caused by removal of the open air metal shelter.
7. Prior to removing the open air metal shelter, Buyer shall furnish to the City a certificate of insurance showing proof of insurance and naming the City as a holder, and insurance required shall remain in effect through the life of this contract.
- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.

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

**b. Commercial General Liability:**

Limits:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate Limit	\$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 Buyer. 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. Additionally, the **Buyer** must be added as an Additional Insured to the Commercial General Liability policy.

**c. Commercial Automobile Liability:**

Limits: \$1,000,000 combined single limit.

**d. Cancellation:**

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

**e. Proof of Carriages:**

- i. The Buyer shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

8. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.
9. This Bill of Sale, including any Attachments hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Bill of Sale shall be deemed to exist or to bind either party hereto.
10. **Termination:** The City may terminate this Bill of Sale at any time upon any of the following grounds:
  - a. DEFAULT. The Buyer fails to perform any of the duties required in this Bill of Sale.

- b. **CONVENIENCE.** The City may terminate this Bill of Sale, effective at time of written notice. City shall not be liable to Buyer for any compensation, or for any consequential or incidental damages.
  - c. **FORCE MAJEURE.** This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.
  - d. **EXPIRATION.** Upon expiration of this Bill of Sale, this Bill of Sale is terminated, if not extended, in accordance with the terms and conditions of this Bill of Sale.
- 11.** The Buyer is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the services under this Bill of Sale, and services must comply with all OSHA safety guidelines.
- 12.** This Bill of Sale is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Bill of Sale shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
- 13.** No waiver, alterations, consent or modification of any of the provisions of this Bill of Sale shall be binding unless in writing and signed by the City or their designee.
- 14.** Buyer shall be required to notify and obtain written consent of the City Manager or Manager's designee to proceed with removal no less than five (5) days prior to the date of removal of the open air metal shelter on the Property. City Manager designee means Director of Recreation and Parks or Director's designee, and notification may be e-mailed to Don Octigan, Director of Recreation and Parks (DOctigan@greenvillenc.gov) and/or Mark Nottingham, Parks Planner (MNottingham@greenvillenc.gov).
- 15.** Buyer shall complete removal of the open air metal shelter and other services as specified in Paragraph 2 and Attachment B by June 1, 2022.
- 16.** There shall be no assignment, subletting or transfer of the interest (including payments) of the Buyer in any of the property or work covered by the Bill of Sale without the written consent of the City.
- 17.** No waiver of any breach of this Bill of Sale shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Bill of Sale. If any provision of this Bill of Sale is held invalid by a court of competent jurisdiction, such provision shall be severed from this Bill of Sale and to the extent possible, this Bill of Sale shall continue without affecting the remaining provisions.

- 18. Iran Divestment Act Certification.** The Buyer hereby certifies that, it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The Buyer shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.
- 19. E-VERIFY.** The Buyer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Buyer utilizes a Subcontractor, the Buyer shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Buyer represents that the Buyer and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

***[Signatures on following page]***

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above:

CITY OF GREENVILLE

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

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

ATTEST:

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

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

NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, a Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its City Manager, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

SEAL-STAMP

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel 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: \_\_\_\_\_ Date: \_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

PRECISION LAWN CARE AND  
LANDSCAPING, INC.

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

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

ATTEST:

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

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

NORTH CAROLINA, \_\_\_\_\_ County. I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ and \_\_\_\_\_, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

SEAL-STAMP



NOTH CAROLINA  
PITT COUNTY

**RECEIPT**

BUYER hereby acknowledges that custody and possession of the personal property has been delivered to BUYER, that BUYER accepts delivery and possession of the property described in the BILL OF SALE marked Attachment "A," and attached hereto and made a part herein, and BUYER hereby accepts delivery and possession of said property as is, and BUYER accepts and agrees to all of the terms and conditions set forth in the attached BILL OF SALE.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRECISION LAWN CARE AND  
LANDSCAPING, INC.

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

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

ATTEST:

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

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

# Attachment A







# Attachment B

## Wildwood Park Open Air Metal Shelter Removal Scope of Work

1. Provide labor and material to remove one existing shelter at Wildwood Park. This scope includes removal of the metal structure which measures 80'x170' (13,600 sqft) as shown in Attachment A.
2. Install temporary construction fencing around the jobsite prior to work and remove upon completion of work.
3. The concrete footings and concrete flat work under the shelter shall be removed.
4. Select fill shall be brought in to fill holes and compacted to existing elevations of the dirt floor.
5. Care should be taken to properly disconnect the existing electrical connection to the shelter being removed.
6. Existing downspouts, connected drain pipes, and splash pads shall be removed and landscaping shall be repaired.
7. The area shall be seeded and strawed once complete with removal.
8. The park will remain open to the public and staff during park hours. Work area must be cordoned off with caution tape until work is complete. All areas of work shall be cleaned up daily.
9. This will be a time sensitive project and must be completed in the time allotted per the Bill of Sale.
10. Any debris associated with the scope of work shall be removed and properly disposed of offsite. Buyer must not damage other structures on site. Buyer will be responsible for damage to any other portion of the park caused by removal of the structure.



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

**Title of Item:** Request by Police Department to Utilize Asset Forfeiture Funds to Purchase Equipment

**Explanation:** The Greenville Police Department (GPD) is seeking approval to use Asset Forfeiture Funds to purchase equipment for the department. The following is a description of proposed expenditures requested from the Forfeiture accounts.

Back-up Communications Center:

- Currently the EOC on 10<sup>th</sup> Street is utilized as GPD’s back-up communication center. The current space will not accommodate the number of work stations required to serve as a full back-up center in the event it is needed.
- In order to achieve a continuity of operations solution, a suitable location has been identified at the Police/Fire Public Safety Annex (PSA).
- An existing room within the PSA would house the equipment and the work stations, inclusive of consoles, chairs, and furniture. Total cost to equip and set up the back-up center is costed at \$394,500.
- The cost of the project would be funded by \$149,500 in operating / grant funding and \$245,000 in Forfeiture funding. The following is a summary:

Improvements	Forfeiture Funds	Grant Funds	Operating Funds	Total
Electrical Generator	\$125,000	\$0.00	\$15,000	\$140,000
HVAC/Server Room	0	0	17,500	17,500
Carpet/Paint	0	0	7,000	7,000
IT Equipment	50,000	0	0	50,000
Consoles/Furniture	20,000	80,000	0	100,000
Relocate Existing Workstations	0	0	30,000	30,000
Additional Workstations	50,000	0	0	50,000
<b>Total</b>	<b>\$245,000</b>	<b>\$80,000</b>	<b>\$69,500</b>	<b>\$394,500</b>

- **Anticipated Forfeiture Expense: \$245,000**

Storage Trailer for Training:

- GPD has a box style utility trailer used to transport equipment during training. The current trailer is greater than ten years old and is becoming cost prohibitive in regard to maintenance and upkeep.
- The lighting system on the trailer is no longer operational.
- **Anticipated Forfeiture Expense: \$20,000**

Body Worn Cameras (BWC):

- GPD is requesting to replace existing BWC that are no longer serviceable.
- A total of 30 cameras are in need of replacement in order to maintain a full complement of equipment.
- **Anticipated Forfeiture Expense: \$19,900**

Docking Stations:

- GPD laptops have currently been upgraded.
- The current docking stations used in patrol cars will not fit the newer model computers that have been ordered.
- Approximately 60 new docking stations are needed to outfit patrol vehicles for the upgraded laptops.
- **Anticipated Forfeiture Expense: \$55,500**

**Fiscal Note:**

The total anticipated expenditure from the Asset Forfeiture account is \$340,400. The City's Forfeiture account currently has an available balance of approximately \$780,000. With the proposed purchase, the Forfeiture account would have approximately \$439,600 in remaining funds.

**Recommendation:**

Staff recommends approval to use Asset Forfeiture funds to purchase the requested equipment.

---



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

**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:

Payee	Adjustments Refunds	Amount
Dedra Denise Griggs	Individual Property Taxes	234.42
Corelogic Real Estate	Real Estate	522.19
Althea D. Wooten	Real Estate	292.31
Beaufort County Tax office	Registered Motor Vehicle	419.63
Linda Smith Creech	Registered Motor Vehicle	179.93
The Anointed Ones Church	Registered Motor Vehicle	141.46
William Edwin Griffin III	Registered Motor Vehicle	131.18
Electronic Solutions of Greenville	Registered Motor Vehicle	116.28
Melvin Carroll Lane Jr	Registered Motor Vehicle	345.70
Florence Rodgers	Registered Motor Vehicle	159.10
Charles Wayne Salter	Registered Motor Vehicle	149.89
Eric Carey Caines	Registered Motor Vehicle	108.44
Dandra Dee Pipher	Registered Motor Vehicle	515.42
Sebastian Kressley	Registered Motor Vehicle	515.91
Jorge Alberto Yanez Rios	Registered Motor Vehicle	385.68
David Ward Hannon	Registered Motor Vehicle	224.87
Lisa Nichole Daughety	Registered Motor Vehicle	216.76
Frances Cooper Boberg	Registered Motor Vehicle	465.10



Lynn Rudisuhli	Registered Motor Vehicle	246.90
Dawson Parker Allen	Registered Motor Vehicle	228.35
William Jones	Registered Motor Vehicle	170.95
Margaret Schexnayder Young	Registered Motor Vehicle	199.55
Brian Michael Barnett	Registered Motor Vehicle	159.37
Cooke & Associates Construction Company Inc.	Registered Motor Vehicle	546.12
Ryan Huong Dang	Registered Motor Vehicle	170.94
Lee Frederick Ball	Registered Motor Vehicle	101.05
David Angus Pate	Registered Motor Vehicle	133.16
Steven Marshall Previll	Registered Motor Vehicle	125.89
Clifton Yates	Registered Motor Vehicle	128.95
Jimmie Davis McIver	Registered Motor Vehicle	177.43
Ricky David Sutton Jr.	Registered Motor Vehicle	219.78
Jennifer Sylvester Moore	Registered Motor Vehicle	224.21
Kathy Hardy Williams	Registered Motor Vehicle	102.87

**Fiscal Note:** The total refunded is \$8,059.79

**Recommendation:** Approval of taxes refunded by City Council

---



City of Greenville,  
North Carolina

Meeting Date: 03/14/2022

---

<b><u>Title of Item:</u></b>	Presentation by the North Carolina Department of Transportation on the Dickinson Avenue Improvements Project
<b><u>Explanation:</u></b>	Sarah Lentine from the NCDOT will provide an overview on the upcoming Dickinson Avenue Improvements Project.
<b><u>Fiscal Note:</u></b>	None.
<b><u>Recommendation:</u></b>	Receive the presentation.

---



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Naming of the Wildwood Park Mountain Bike Trails

**Explanation:** Recreation and Parks staff, along with community stakeholders, have been collaborating with Nature Trails, LLC on the design of over 6 miles of mountain bike trails at Wildwood Park. The project is scheduled to begin construction in June and will include the mountain bike trails, pump track, and bicycle skills course. All are expected to be completed in early 2023.

This is an exciting project for the City of Greenville and the Recreation and Parks Department as it will provide a new outdoor recreational opportunity for the public. Currently, there are no mountain bike trails within the City's park system. The trails will be constructed within the eastern acreage of Wildwood Park and include several different loop trails allowing riders to choose a particular route and length.

The design and construction of this project is made possible by a donation from Grady-White Boats and the Eddie and Jo Allison Smith Family Foundation in honor of their late son Chris Smith. Chris was an avid mountain bike rider, and this project will have a major impact on mountain bike riders in eastern North Carolina.

Based on the donation to be received and in coordination with the Smith family's wishes, staff proposes to name the park amenity the Chris Smith Mountain Bike Trails.

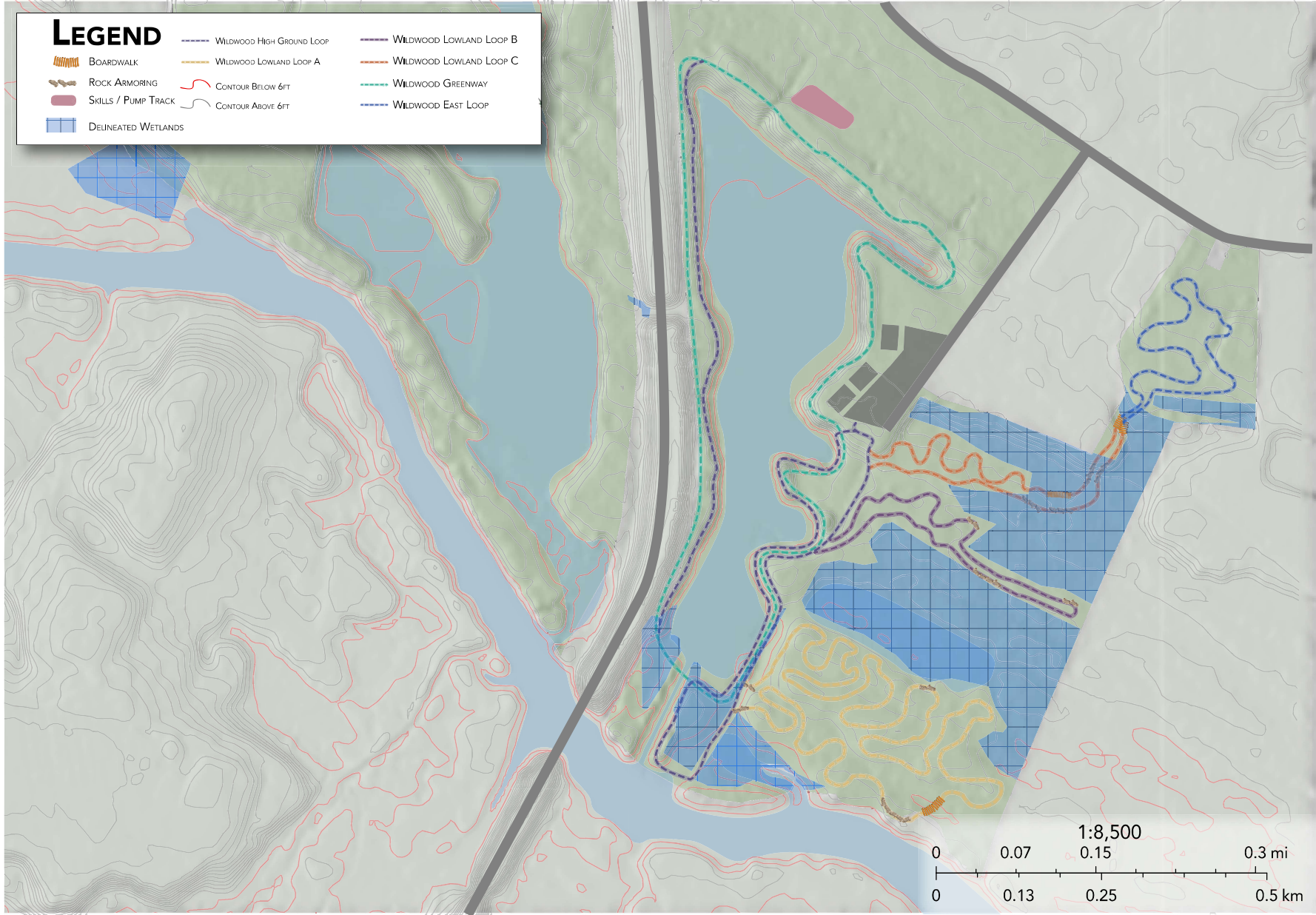
**Fiscal Note:** Thanks to a donation from Grady-White Boats and the Eddie and Jo Allison Smith Family Foundation, there is no fiscal impact to the City.

**Recommendation:** Adopt the name "Chris Smith Mountain Bike Trails" for the new mountain bike trails that will be built at Wildwood Park.

---

## ATTACHMENTS

 [Wildwood Park Mountain Bike Trail Plan.pdf](#)



**LEGEND**

- - - WILDWOOD HIGH GROUND LOOP
- - - WILDWOOD LOWLAND LOOP B
- - - WILDWOOD LOWLAND LOOP A
- - - WILDWOOD LOWLAND LOOP C
- - - WILDWOOD GREENWAY
- - - WILDWOOD EAST LOOP
- ▨ BOARDWALK
- ▨ ROCK ARMORING
- SKILLS / PUMP TRACK
- ▨ DELINEATED WETLANDS
- CONTOUR BELOW 6FT
- CONTOUR ABOVE 6FT



DATE	02/17/2022
REVISION	1: INITIAL RELEASE 02/11/22 2: UPDATE SKILLS PARK LOCATION, ADDITION DETAILS 02/17/22

CONCEPTS THROUGH DESIGN  
 117015 Park Avenue, Suite 100  
 Charlotte, NC 28217

**WILDWOOD PARK  
MOUNTAIN BIKE TRAILS**

**TRAIL PLAN**

Sheet Number

**1**



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

---

**Title of Item:** Presentation of Draft Ordinance on Amending the Rules and Regulations Related to Bars and Clubs

**Explanation:** At the February 7, 2022 City Council Workshop, Planning and Development Services staff presented a draft ordinance amending the rules and regulations related to bars and clubs along with a proposed district. Since that meeting, staff has made changes to the ordinance which includes allowing a bar 2022 to charge a cover charge and deleting the following provisions: drink price minimum, age minimum, and the online sale of tickets. Also, there will not be a separation distance between any bar 2022 and any other use or zoning district. The eligible geographic area has been reduced in size.

Staff has added a provision that a bar 2022 cannot to be sublet or leased to a third party and clarified the language related to the review and/or rehearing of a special use permit.



A stakeholder meeting was held on March 9, 2022 to gather additional feedback. Staff will present a final draft ordinance.

**Fiscal Note:** No direct cost to the City.

**Recommendation:** Hear the presentation from staff and provide additional feedback for moving forward.

---

## ATTACHMENTS

-  [Draft\\_ordinance\\_for\\_bars\\_and\\_clubs.pdf](#)
-  [UpdatedBoundary.pdf](#)

ORDINANCE NO. 22-\_\_\_\_  
AN ORDINANCE AMENDING THE CITY CODE  
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the XX<sup>th</sup> day of \_\_\_\_\_ 2022, at 6:00 p.m., conduct a meeting and conduct a public hearing on the adoption of an ordinance amending the City Code;

WHEREAS, in accordance with the provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the applicable provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan, including, but not limited to, Horizons 2026: Greenville's Community Plan, Chapter 4, Growing the Economic Hub, Goal 4.3 A Stable & Resilient Economy. *Policy 4.3.1 Modernize and Diversify Local Economy. Support the growth of a variety of employment opportunities and businesses that diversify Greenville's economy and provide workers with a range of skill sets and training. Encourage business growth within incorporated areas to expand and diversify Greenville's tax base.*

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

Section 1. That Title 9, Chapter 4, Section 22, is hereby amended by adding the following definition in its respective suitable locations within the section based on its alphabetical ordering:

“Bar 2022 An establishment of which the principal use is entertainment and which meets all of the following:

- (a) Shall not require a cover, or minimum charge for admittance or service during regular or special periods of operation; no fees may be collected at the door ever;
- (b) Shall not sublet/and or lease to a third party;

- (c) Occupies less than 3,500 square feet of space of mechanically conditioned floor area;
- (d) May provide live or recorded amplified music;
- (e) May provide a floor show;
- (f) May provide a dance area;
- (g) May provide a full service bar;
- (h) May offer food service and prepared and/or packaged foods, in a ready-to-consume state;
- (i) Hours of operation shall be limited to 12:00 AM (midnight) Sunday-Thursday and 1:00 AM on Friday and Saturday.
- (j) Shall only be allowed with a special use permit in the following geographic area which is located within the following boundary: East and West Third Street between S Pitt Street and Reade Street, Reade Street and Reade Circle between East First Street and Evans Street, Evans Street between Reade Circle and East Tenth Street, East and West Tenth Street between Evans Street and Rail Line CSX, Rail Line CSX between West Tenth Street and West Fifth Street, West Fifth Street between Rail Line CSX and South Pitt Street, South Pitt Street between West Fifth Street and West Third Street.

Section 2. That Title 9, Chapter 4, Section 85, subsection is hereby amended to add “(QQ) Bar 2022”.

Section 3. That Title 9, Chapter 4, Section 86, subsection is hereby amended by adding “(VV) Bar 2022”.

(1) (a) A special use permit for a bar 2022 is subject to annual renewal, renewal with amended conditions or revocation in accordance with the provisions of this section (VV). Nothing herein shall prohibit or restrict the authority of the Board of Adjustment to rescind or revoke a special use permit for a bar 2022 in accordance with the provisions of section [9-4-83](#).

(b) Staff may request the Board of Adjustment hold a rehearing for any establishment that has enforcement or response to calls for service actions attributed to them. These include Notices of Violations and or numerous calls for service from City departments such as Police, Fire, Public Works, or Planning & Development Services for infractions of one or more instances of noncompliance with applicable laws, codes, and ordinances. This includes but is not limited to: noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions at any time. The special use permit holder as specified under subsection (VV)(4) below shall be provided notice of the meeting and a copy of the staff report.

(c) At the regular or special called January meeting of the Board of Adjustment, the Director of Planning and Development Services or their authorized representative shall present to the Board of Adjustment a written staff report of any citations that have been issued for which the annual rehearing shall include a finding of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations,

fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. The special use permit holder as specified under subsection (VV)(4) below shall be provided notice of the meeting and a copy of the staff report. Planning and Development Services staff can make a recommendation of renewal, renewal of with amended conditions or revocation.

(d) Bar 2022s that have not received any citations for noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions may be renewed by Planning and Development Services staff recommendation to the BOA without a rehearing.

(e) Staff may request the Board of Adjustment hold a rehearing for any establishment that has ongoing enforcement actions for numerous infractions of one or more instances of noncompliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, notices of violations and special use permit conditions at any time. The special use permit holder as specified under subsection (VV)(4) below shall be provided notice of the meeting and a copy of the staff report.

(f) Any rehearing shall be in the nature of and in accordance with the requirements for a hearing upon a special use permit application. After the rehearing and in accordance with the provisions of section [9-4-81](#), the Board of Adjustment may grant a special use permit with conditions imposed pursuant to this section (VV) and section [9-4-82](#) or deny the special use permit. The grant or denial of the special use permit by the Board of Adjustment after the rehearing shall constitute a revocation of the previously granted special use permit for a bar 2022.

1. The requirements and standards set forth in this subsection (VV) are in addition to other available remedies and nothing herein shall prohibit the enforcement of applicable codes, ordinances and regulations as provided by law.

(2) The owner(s) and operator(s) of a bar 2022 shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a public or private club shall comply with the provisions of Title 11, Chapter 9 of the City Code, whether or not the establishment is a nightclub, bar or tavern.

(3) In addition to subsection (F) above, the Board of Adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.

(4) The special use permit shall be issued to the property owner as listed on the tax records of the county. When the ownership of any property, which has a special use permit for a bar 2022, is transferred to a new owner by sale or other means, the new owner shall sign and file with the



Director of Planning and Development Services an acknowledgment of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgment shall be made on forms provided by the planning office.

(5) In no event shall the noise generated by amplified audio entertainment exceed the noise control provisions as provided in Title 12, Chapter 5, of the Greenville City Code. For purposes of this section, “amplified audio entertainment” shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment. Security personnel shall remain on duty until the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area.

(6) If amplified entertainment is provided after 11PM, the establishment shall employ uniformed security guard(s) provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C in the following ratios:

Approved occupancy as determined by the Building Inspector	Number of Security Personnel
1-100	1
101-200	2
201-300	3
301-400	4
401-500	5

If occupancy exceeds 500, the same ratios shall apply as in the above table.

Establishments that have an approved occupancy of no more than 100 and provide amplified entertainment after 11PM, shall employ no less than 2 security guards in order for one guard to be located within the establishment and one guard to patrol the parking lot where applicable.

(7) A security plan shall be submitted to the Greenville Police Department for review and approval along with the SUP application. Additional security personnel maybe required at the discretion of the Chief of Police based on location, proximity to similar uses, such and public private clubs, D&Es and bar 2022, building occupancy. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.

(8) A lighting plan shall be submitted to the Director of Planning and Development Services or authorized agent for review and approval, and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Planning and Development

Services, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section [9-4-104](#). A lighting plan will only be required when parking is located on private property.

(9) Shall be exempt of parking requirements in Article O.

(10) Shall use computer applications and software to detect fake identification (IDs).

(11) Shall comply with all current building codes and safety standards.

(12) Within the geographic area as described in the definition of a Bar 2022, there is no separation between a bar 2022 and any other use or zoning district.

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 5: That this ordinance shall become effective upon its adoption.

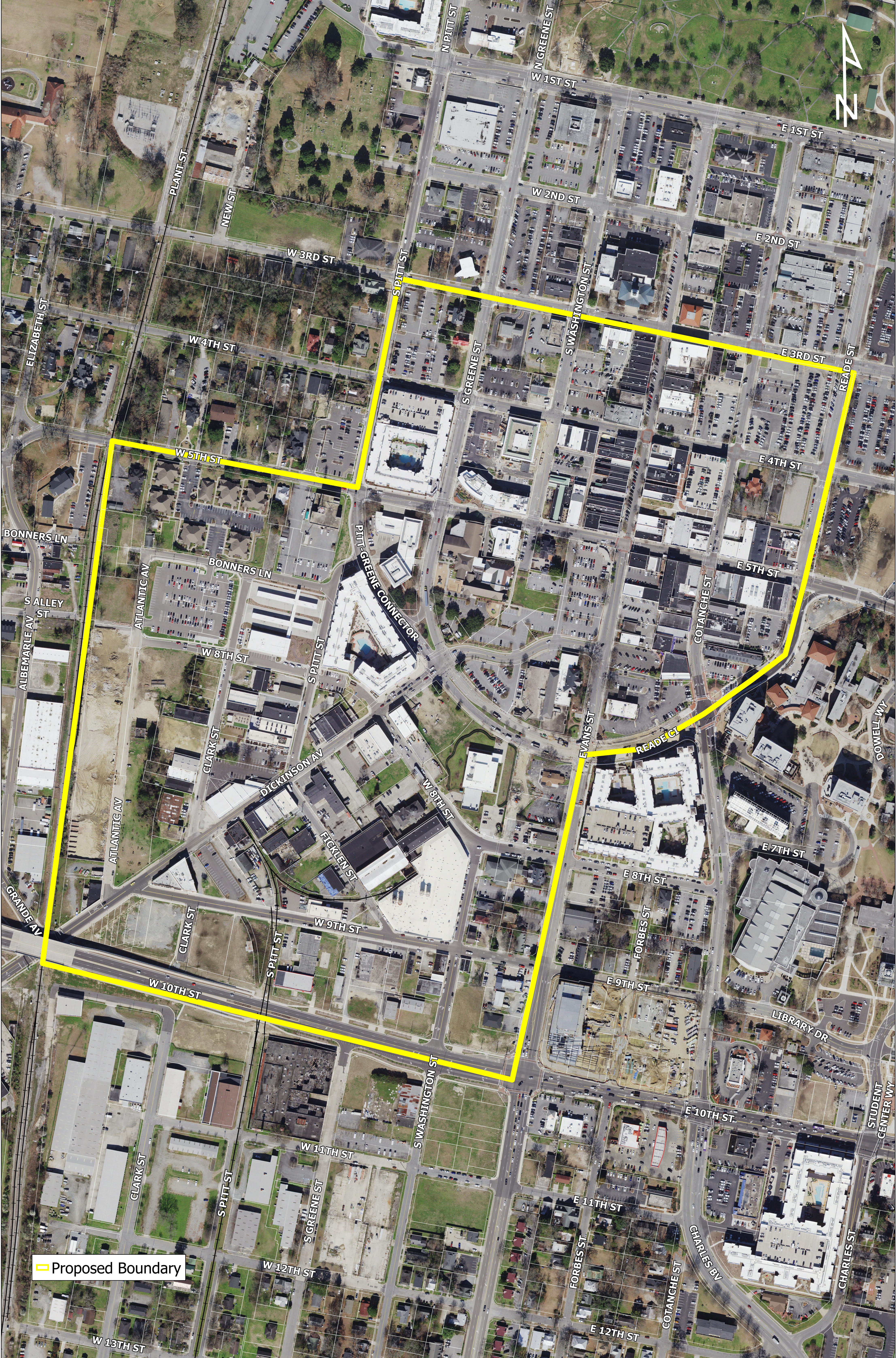
ADOPTED this XX<sup>th</sup> day of \_\_\_\_\_, 2022.

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

ATTEST:

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

Updated version 1160955



Proposed Boundary



# City of Greenville, North Carolina

Meeting Date: 03/14/2022

**Title of Item:** Budget Ordinance Amendment #8 to the 2021-22 City of Greenville Budget (Ordinance #21-035), Engineering Capital Projects Fund (Ordinance #20-019), and Capital Projects Funds (Ordinance #17-024)

**Explanation:** Attached for consideration at the March 14, 2022 City Council meeting is an ordinance amending the 2021-22 City of Greenville Budget (Ordinance #21-035), Engineering Capital Projects Fund (Ordinance #20-019), 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	To recognize funds received for youth athletics sponsorships within the Rec & Parks budget.	General Fund	\$2,500
B	To reallocate funds from Rec & Parks Department to Planning & Development for increased Worker's Compensation claims.	General Fund	\$ -
C	To recognize funds raised for the annual United Way campaign.	General Fund	\$2,941
D	To appropriate fund balance within the Stormwater Utility Fund for Pitt Street drainage repairs.	Stormwater Utility Fund	\$165,000

E	To recognize current year funding in the Engineering Capital Projects Fund for the Pavement Management Program.	Engineering Capital Projects Fund	\$2,800,000
---	---	-----------------------------------	-------------

**Fiscal Note:**

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2021-22 Original Budget</u>	<u>Amendment #8</u>	<u>2021-22 Budget per Amendment #8</u>
General	\$93,191,505	\$5,441	\$93,196,946
Debt Service	7,012,030	-	7,012,030
Public Transportation (Transit)	3,300,248	-	3,300,248
Fleet Maintenance	5,388,888	-	5,388,888
Sanitation	8,200,307	-	8,200,307
Stormwater	9,399,890	165,000	9,564,890
Housing	1,973,978	-	1,973,978
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	7,258,784	-	7,258,784
Facilities Improvement	1,570,546	-	1,570,546
Recreation & Parks Capital Projects	13,633,534	-	13,633,534
Public Works Capital Projects	57,751,644	-	57,751,644
ARPA Fund	24,689,311	-	24,689,311
Engineering Capital Projects	24,000,000	2,800,000	26,800,000

**Recommendation:**

Approve Budget Ordinance Amendment #8 to the 2021-2022 City of Greenville Budget (Ordinance #21-035), Capital Projects Funds (Ordinance #17-024), and Engineering Capital Projects Fund (Ordinance #20-019).

---

ATTACHMENTS

 [BA\\_8.xlsx](#)

ORDINANCE NO. 21-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#8) Amending the 2021-22 Budget (Ordinance #21-035), the Engineering Capital Projects Fund (Ordinance #20-019),  
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 #21-035 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #8					2021-22 Budget per Amend #8
	2021-22 Revised Budget	A.	B.	C.	Total Amend #8	
<b>ESTIMATED REVENUES</b>						
Property Tax	\$ 36,938,258	\$ -	\$ -	\$ -	\$ -	\$ 36,938,258
Sales Tax	22,913,854	-	-	-	-	22,913,854
Video Prog. & Telecom. Service Tax	783,083	-	-	-	-	783,083
Rental Vehicle Gross Receipts	170,995	-	-	-	-	170,995
Utilities Franchise Tax	6,700,000	-	-	-	-	6,700,000
Motor Vehicle Tax	1,734,556	-	-	-	-	1,734,556
Other Unrestricted Intergov't	877,968	-	-	-	-	877,968
Powell Bill	2,123,924	-	-	-	-	2,123,924
Restricted Intergov't Revenues	665,800	-	-	-	-	665,800
Licenses, Permits and Fees	4,595,521	-	-	-	-	4,595,521
Rescue Service Transport	3,200,000	-	-	-	-	3,200,000
Parking Violation Penalties, Leases,	150,000	-	-	-	-	150,000
Other Sales & Services	314,868	-	-	-	-	314,868
Other Revenues	757,162	2,500	-	2,941	5,441	762,603
Interest on Investments	744,389	-	-	-	-	744,389
Transfers In GUC	6,579,431	-	-	-	-	6,579,431
Appropriated Fund Balance	3,845,910	-	-	-	-	3,845,910
Transfer from Debt Service	40,786	-	-	-	-	40,786
Transfer from Capital Project Fund	55,000	-	-	-	-	55,000
<b>Total Revenues</b>	<b>\$ 93,191,505</b>	<b>\$ 2,500</b>	<b>\$ -</b>	<b>\$ 2,941</b>	<b>\$ 5,441</b>	<b>\$ 93,196,946</b>
<b>APPROPRIATIONS</b>						
Mayor/City Council	\$ 506,207	\$ -	\$ -	\$ -	\$ -	\$ 506,207
City Manager	3,242,168	-	-	-	-	3,242,168
City Clerk	247,565	-	-	-	-	247,565
City Attorney	646,989	-	-	-	-	646,989
Human Resources	3,121,045	-	-	2,941	2,941	3,123,986
Information Technology	3,282,171	-	-	-	-	3,282,171
Engineering	4,901,989	-	-	-	-	4,901,989
Fire/Rescue	16,552,018	-	-	-	-	16,552,018
Financial Services	2,839,736	-	-	-	-	2,839,736
Recreation & Parks	7,455,946	2,500	(10,000)	-	(7,500)	7,448,446
Police	28,405,326	-	-	-	-	28,405,326
Public Works	7,145,801	-	-	-	-	7,145,801
Planning & Development	3,252,194	-	10,000	-	10,000	3,262,194
OPEB	600,000	-	-	-	-	600,000
Contingency	10,000	-	-	-	-	10,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	(1,950,887)
<b>Total Appropriations</b>	<b>\$ 80,258,268</b>	<b>\$ 2,500</b>	<b>\$ -</b>	<b>\$ 2,941</b>	<b>\$ 5,441</b>	<b>\$ 80,263,709</b>
<b>OTHER FINANCING SOURCES</b>						
Transfers to Other Funds	\$ 12,933,237	\$ -	\$ -	\$ -	\$ -	\$ 12,933,237
<b>Total Other Financing Sources</b>	<b>\$ 12,933,237</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,933,237</b>
<b>Total Approp &amp; Other Fin Sources</b>	<b>\$ 93,191,505</b>	<b>\$ 2,500</b>	<b>\$ -</b>	<b>\$ 2,941</b>	<b>\$ 5,441</b>	<b>\$ 93,196,946</b>

Section II: Estimated Revenues and Appropriations. Stormwater Management Utility Fund, of Ordinance #21-035 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2021-22 Revised Budget	D.	Total Amend #8	2021-22 Budget per Amend #8
<b>ESTIMATED REVENUES</b>				
Utility Fee	\$ 7,374,199	\$ -	\$ -	\$ 7,374,199
Appropriated Fund Balance	2,025,691	165,000	165,000	2,190,691
Total Revenues	<u>\$ 9,399,890</u>	<u>\$ 165,000</u>	<u>\$ 165,000</u>	<u>\$ 9,564,890</u>
<b>APPROPRIATIONS</b>				
Stormwater Management	\$ 9,399,890	\$ 165,000	\$ 165,000	\$ 9,564,890
Total Appropriations	<u>\$ 9,399,890</u>	<u>\$ 165,000</u>	<u>\$ 165,000</u>	<u>\$ 9,564,890</u>

Section III: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance #20-019 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2021-22 Revised Budget	E.	Total Amend #8	2021-22 Budget per Amend #8
<b>ESTIMATED REVENUES</b>				
Special Fed/State/Loc Grant	\$ 15,000,000	\$ -	\$ -	\$ 15,000,000
Transfer from Capital Reserve	2,016,882	-	-	2,016,882
Transfer from Street Improvement Bond Fund	2,555,921	-	-	2,555,921
Other In-kind Contributions	1,170,000	-	-	1,170,000
Transfer from General Fund	3,257,197	2,800,000	2,800,000	6,057,197
Total Revenues	<u>\$ 24,000,000</u>	<u>\$ 2,800,000</u>	<u>\$ 2,800,000</u>	<u>\$ 26,800,000</u>
<b>APPROPRIATIONS</b>				
BUILD	\$ 24,000,000	\$ -	\$ -	\$ 24,000,000
Pavement Management Program	-	2,800,000	2,800,000	2,800,000
Total Appropriations	<u>\$ 24,000,000</u>	<u>\$ 2,800,000</u>	<u>\$ 2,800,000</u>	<u>\$ 26,800,000</u>

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

Adopted this 14th day of March, 2022

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

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk