



# Agenda

## Greenville City Council

October 6, 2014  
6:00 PM  
City Council Chambers  
200 West Fifth Street

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**I. Call Meeting To Order**

**II. Invocation - Mayor Thomas**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

- **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.

**VI. Consent Agenda**

1. Minutes from the September 8 and September 11, 2014 City Council meetings
2. Resolution accepting dedication of rights-of-way and easements for Langston West, Section 5 and Parkside Bluffs, Lot 8
3. Ordinance amending the Manual of Fees for Right-of-Way Excavation and Restoration Permit Fee
4. Resolution declaring certain police equipment as surplus and authorizing its disposition to the

Town of Bethel

5. Ball field cooperative use agreement with First Christian Church
6. Resolution authorizing a grant application to the North Carolina Governor's Highway Safety Program
7. Resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Section 5303 Planning Grant Funds
8. Municipal agreement with the North Carolina Department of Transportation for sidewalk construction funds from the Safe Routes to School Program
9. Contract award for Task Order 2 (final design) for the Town Creek Culvert Drainage Project
10. Report on bids and contracts awarded
11. Various tax refunds greater than \$100
12. Budget ordinance amendment to the Watershed Master Plan Capital Project Fund (Ordinance #14-023) and amendment to the Convention Center (Phase III) Capital Project Fund (Ordinance #14-024)

**VII. New Business**

13. Presentations by Boards and Commissions
  - a. Greenville Bicycle and Pedestrian Commission
  - b. Investment Advisory Committee
14. Presentation from ICMA on Fire/Rescue Department Study
15. Mid-Term Report on The 10-Year Plan to End Chronic Homelessness in Pitt County: "Our Journey Home"
16. Contract award for the 2014 Street Resurfacing Project
17. Funding for Site Ready Program

**VIII. Review of October 9, 2014, City Council Agenda**

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

**X. City Manager's Report**

**XI. Closed Session**

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To discuss matters relating to location or expansion of industries or other businesses in the area served by the public body

**XII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

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**Title of Item:** Minutes from the September 8 and September 11, 2014 City Council meetings

**Explanation:** Proposed minutes from City Council meetings held on September 8 and September 11, 2014 are presented for review and approval.

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

**Recommendation:** Review and approve minutes from City Council meetings held on September 8 and September 11, 2014.

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**Attachments / click to download**

[Proposed\\_Minutes\\_of\\_September\\_8\\_2014\\_City\\_Council\\_Meeting\\_987875](#)

[Proposed\\_Minutes\\_of\\_the\\_September\\_11\\_2014\\_City\\_Council\\_Meeting\\_987810](#)

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, SEPTEMBER 8, 2014



The Greenville City Council met in a regular meeting on the above date at 6:00 p.m. in the Council Chambers, third floor of City Hall, with Mayor Allen M. Thomas presiding. The meeting was called to order, followed by the invocation by Pastor William K. Neely of First Presbyterian Church and the Pledge of Allegiance to the flag.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Calvin R. Mercer; Council Member Kandie D. Smith; Council Member Rose H. Glover; Council Member Marion Blackburn; Council Member Rick Smiley and Council Member Richard Croskery

Those Absent: None

Also Present:

Barbara Lipscomb, City Manager; David A. Holec, City Attorney; Carol L. Barwick, City Clerk; and Polly Jones, Deputy City Clerk

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**APPROVAL OF THE AGENDA**

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City Manager Barbara Lipscomb informed the City Council of one change to the agenda, stating that the City Council may want to have a discussion about the 2015 City Council Meetings Schedule because date changes were found by staff. Staff would like to verify those dates and the City Council may want to adopt the schedule at the Thursday evening meeting.

Motion was made by Mayor Pro-Tem Mercer and seconded by Council Member Blackburn to discuss the date changes to 2015 City Council Meetings Schedule only and to consider the adoption of the schedule at the Thursday meeting. Motion carried unanimously.

Motion was by Council Member Glover and seconded by Council Member Blackburn to approve the agenda with the requested change. Motion carried unanimously.

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**PUBLIC COMMENT PERIOD**

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Bynum Whitehurst – 211 Staffordshire Road

Mr. Whitehurst spoke in opposition to the alcohol policy, stating that when he was 10 years old, an intoxicated driver caused a wreck that took the life of his older brother. It is only



fitting to suggest a more positive and loving solution to a better life. There is good and bad focus and we should say “no” to alcohol, which is the wrong focus.

Also, Mr. Whitehurst stated that everyone should use their talents and entrepreneur spirit to make a difference in the cities and towns throughout the State of North Carolina. He has lived and opened businesses in Ayden and moved back to his hometown in 2005 and would like to get involved and make Greenville a better community.

#### Jermaine McNair – 1085 Cheyenne Court

Mr. McNair spoke in support of the proposed alcohol policy, stating that he returned to Greenville three years ago in the interest of being a part of the growing efforts of this city. The idea of opening up Greenville to different types of venues and progressive ideas such as the alcohol policy is moving this city forward.

#### Henry Stindt - 802 Clark Street

Mr. Stindt stated that as an artist, he attended this meeting to obtain more information about the Dickinson Avenue Market and Planning Study. He is supportive of the idea for the Dickinson Avenue Corridor, but while there is progress, there needs to be a balance to maintain the City’s diversity and to make sure everything is not just developed along certain lines. Those who are artists working in Greenville value a place to work and live and to be able to afford that, and they are concerned that this process may be pushing out art, which is an important contribution to this community. Mr. Stindt asked that art be included in whatever the plan is for the Dickinson Avenue Corridor.

#### Jonathan Bowling - No Address Given

Mr. Bowling stated that artists are concerned that the Dickinson Avenue Corridor area is becoming gentrified and, while that is an obvious positive, it means that certain businesses and individuals will in effect be run out by the razing of rental properties. He is aware of a tenant on the auction block who is making plans to relocate his business and another tenant whose space is being renovated and the rent is being increased. The non-building owners are slowly being pushed out of this area that is referred to as the arts district.

#### Crystal Staton - No Address Given

Ms. Staton spoke in opposition to the alcohol policy, stating that as a parent and neighborhood mother, she visits the City’s parks with children. She understands that Greenville is growing, but why is alcohol always considered a part of wanting the City to grow. Parks are pure and family-oriented. She is concerned about drunk drivers being in the vicinity of the parks during their visits to the parks as well as them driving anywhere in the City. When people get together everything seems well and good but once alcohol is added to an event everything changes, and some people drink before arriving at events where alcohol is served. Ms. Staton asked the City Council to consider not adopting this policy rather than adopting it and finding later that it was a bad idea.

#### Paul Gianino – No Address Given



Mr. Gianino stated that fortunately he relocated to Chestnut Street to a larger facility from the Dickinson Avenue Corridor area, but not everyone is as fortunate as he is due to a good benefactor to help him through the transition. Out of the number of places that he has lived over 60 years, New Haven and Boston come to mind. What happens is artists move into an area that is usually a rough part of a town, and a town begins to develop the area. Other people see the area, restaurants and bars open, the area begins to gentrify, and artists get pushed out to another area of the town. For example, Boston opened Fort Point Channel where a certain portion was designated for development, but they allocated it to a specific group of artists. Certain areas of towns should be allowed to produce art and those areas should be separated from other activity. There has to be an area of Greenville where artists can work, otherwise the City will lose that core.

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### CONSENT AGENDA

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City Manager Barbara Lipscomb introduced the following items on the Consent Agenda:

- Minutes from the August 11 and August 14, 2014 City Council meetings
- Ordinance amending the Downtown Limited Time Zone Parking Permit Program (Removed from the Consent Agenda for Separate Discussion)
- Consideration of the purchase of real property for utilization at Greenville Utilities Commission's Compressed Natural Gas Fueling Facility
- Contract with The East Group, P.A. for on-call architectural/engineering services
- Amendment #1 for Greens Mill Run Watershed Master Plan Contract with Hazen & Sawyer and Memorandum of Agreement with East Carolina University (Contract No. 2088)
- Contract to purchase 6,588 recycling roll-out carts
- Report on bids and contracts awarded
- Various tax refunds greater than \$100
- Budget ordinance amendment #2 to the 2014-2015 City of Greenville budget (Ordinance #14-050)

Council Member Smith requested that the ordinance amending the Downtown Limited Time Zone Parking Permit Program be pulled from the Consent Agenda for separate discussion.



Motion was made by Council Member Blackburn and seconded by Council Member Smith to approve all of the remaining items on the Consent Agenda except for the item pulled. Motion carried unanimously.

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**CONSENT AGENDA ITEM FOR SEPARATE DISCUSSION**

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ORDINANCE AMENDING THE DOWNTOWN LIMITED TIME ZONE PARKING PERMIT PROGRAM (Ordinance No. 14-051)

Council Member Smith asked the following during the discussion of this item and responses were given by Economic Development Manager Carl Rees:

- When the parking deck is completed, will changes be made to the downtown limited time zone parking permit program?  
There will not be a direct change to what is being requested in the ordinance that is being considered for adoption as a result of the parking deck. The setup of the program and the language in the ordinance amendment is that the locations are at the direction of Public Works Director Kevin Mulligan, so staff will be allowed periodically to evaluate the locations where there is "E" Tag parking and to make adjustments as needed. The parking deck is going to influence parking patterns in the downtown quite significantly. It is possible that staff might look at the "E" Tag program after some months of having the parking deck open and make some recommendations to change certain areas where "E" Tags may be located currently or open up in new areas.
- What is the new cost for the tags versus the stickers?  
As the City operates today, the cost is \$150 per year. "E" tags are currently sold by the calendar year and are prorated by 50 percent after July 1. The revised program fee of \$75 would be payable in full regardless of the time of year that the "E" Tag permit is purchased.
- If the City currently has 143 "E" Tag spaces, has staff already looked at what the cost will be for the new tags?  
Those tags have not been purchased, but he had priced them previously along with the stickers and he does not recall there being a price difference between the two.
- What is the update on the City's opportunity of more consistency with parking enforcement?  
Staff could potentially have an update on that particular process for the City, which is under the Parking Enforcement Division and the Greenville Police Department.

Council Member Blackburn stated that there have been bumps with the "E" Tag parking permit program, and they do occur with pilot programs. When talking about multiple





people using one tag, East Carolina University (ECU) actually registers license plates to a tag. If the City sells the "E" tags to businesses, staff can actually register the license plates of the cars of the people who are going to be using the tags. That might make enforcement simpler, and this is a great step to have the tags perhaps associated with a business.

Economic Development Manager Rees stated the City plans to administer it in that way. It still could be through an individual employee or a resident. One of the major differences though is instead of a sticker on a car bumper, a business could now purchase up to 12 tags. With license plate registration to the City, those can be shared among the various employees that they have at that business.

Council Member Smith stated that people were complaining about receiving parking tickets and the old meters were not working. The City decided to use new meters, which included a trial period.

Economic Development Manager Rees provided an update on the City's usage of the new meters and information about the trial period, stating that they seem to be quite serviceable. The City will always have a few comments from the public about technology, but certainly the City has not had an abundance of concerns about how to use them or that people cannot use them. Most importantly, the new meters seem to be much more operational than the other ones and there are some other issues in that any of these units work off of cell service. The ones that the City has now without probably some substantial adjustments to them will not work when transitioning to 4G in the next year or so. A task force of City staff is looking at the parking enforcement technology and some recommendations will be made to the City Manager's Office in the upcoming months. Ultimately, the recommendations will be sent to the City Council. The City is in a trial period which is not unlimited, but the company has been gracious about extending it while staff evaluates them. There are a number of different options, which will be researched and evaluated by the group, including purchasing, leasing, or maybe contracting out the services, etc.

Council Member Smith stated that the City spent a lot of money on the old meters.

Economic Development Manager Rees stated that five or six years ago the City spent about \$7,000 per meter.

Council Member Smith stated that she would like to receive information on the new meters because the City Council is trying to make sure the City's and the taxpayers' money is spent wisely and the City Council is paying attention to that.

Mayor Thomas stated that several uptown business owners have mentioned that large transfer truck drivers make early morning deliveries and face some challenges along Fifth Street, Reade Circle and through that area. He would appreciate staff, Uptown Greenville, and others taking a look at the challenge for businesses in uptown to have the appropriate amount of timely space for transfer trucks to unload. A number of them have been



ticketed and basically are having to park illegally. Hopefully, the City can develop a comprehensive and productive strategy.

Economic Development Manager Rees stated that previously, staff found that probably some additional loading zone areas are needed along Fifth Street between Washington and Evans Streets. A loading zone was added in the Five Points Plaza parking lot, which seems to help somewhat. Having appropriate zoned areas located in a tight urban space downtown is challenging and there are multiple delivery people coming in at different times. Sometimes they have to be creative and park the trucks in parking lots and unload. Generally, City staff work with businesses and delivery people as long as they are not doing anything dangerous.

Council Member Smith asked about the status of the City's wayfinding system.

Economic Development Manager Rees responded that everything is in currently, however, there will be some changes associated with the 10<sup>th</sup> Street Connector and an alternate design was done to allow for that. The expectation would be that would be installed in time when the 10<sup>th</sup> Street Connector is installed.

Council Member Blackburn asked whether \$75 compares with the price for an ECU "B" permit and is the City's fee competitive.

Economic Development Manager Rees responded that the City's price is quite a bit less expensive and the \$150 was closer to being competitive and still less expensive. \$75 annually is inexpensive.

Council Member Blackburn stated that there is a lot of meter parking that is closer.

Economic Development Manager Rees stated that individuals who live downtown or work downtown could get one of these passes and being an ECU student is an added bonus for obtaining a pass to park downtown. However, ECU students who do not live or work downtown cannot get one of these passes.

Motion was made by Council Member Blackburn and seconded by Council Member Smiley to adopt the ordinance amending Chapter 2 of Title 10 of the Greenville City Code by revising the downtown limited time parking permit program and which amends the City's Manual of Fees to reflect the revised fee of \$75 for the program. Motion carried unanimously.



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## NEW BUSINESS

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### PRESENTATIONS BY BOARDS AND COMMISSIONS

#### Firefighters Relief Fund Committee

Mr. William Franklin, Treasurer of the Firefighters Relief Fund Committee (Committee), gave a brief update stating that the Firefighters Relief Fund continues to grow and is very solvent. Currently, the fund's account balance is \$755,000 and the Committee's Annual Report for June 30, 2013 indicated an account balance of \$680,000. The key driver to that growth is very little expenses and the City's receipt of last year's payment from the State Firemen's Association in the amount of approximately \$58,000 and the 2014 payment of \$70,000. The Committee's expenses for the year totaling \$19,000 included \$13,300 distributed as benefits for the retired firefighters and \$5,500 for scholarship benefits to the children of active firefighters and to active firefighters attending school.

Mr. Franklin stated there have been several legislature changes associated with this fund, and the Committee is receiving information from the State Firemen's Association relating to how these changes could impact the fund over the next 12 months. Hopefully, the Committee will have answers in the next 60 days. Fire/Rescue Chief Eric Griffin and Chairperson Brock Davenport have been collaborating with other municipalities that have funds like the City's. The challenge is this funding is bound by general statutes and investment policies by the state and the City, and the Committee must be conservative about how the money is invested.

#### Public Transportation and Parking Commission

Chairperson Marsha Wyly of the Public Transportation and Parking Commission (Commission) gave thanks to the City staff and members of the Commission for their support. She commemorated the work done by the late Bob Thompson, stating that he served tirelessly as an advocate for the handicapped, public transportation, and accessibility. If anyone has read any of the years past studies on transportation, stakeholders' studies or efforts in these areas, you will see his name all over those reports. Those who knew him will not forget his legacy.

Chairperson Wyly gave an overview of the work done by the Commission for the past year. She described the functions of the "tripper", stating that is an extra bus to and from Pitt Community College that is used morning and afternoon at the beginning of each semester because of the overcrowding on the two routes that serve the College. The Greenville Area Transit (GREAT) bus stop is a transfer point along Reade Street, which will soon be replaced by the Greenville Transportation Activity Center (GTAC). This past year, the Commission completed the process of developing a Short Range Transit Plan for the GREAT service, which the City Council will hear about in a separate presentation. The Commission is excited about the results and is pleased to now have a guide for the thoughtful



development of transit services in the community. A quick overview of the fixed route service is there are six routes providing service from Monday through Friday from 6:25 a.m. to 7:00 p.m. and on Saturday from 9:25 a.m. to 6:00 p.m. The one-way fare is \$1.00 and transfers are free and transfers are free and for \$2.00, one can buy an unlimited ride day pass.

The GREAT implemented a real time passenger information system this past year. It is called NextBus. From any bus stop, customers can quickly learn when the next bus will be arriving to pick them up. It really is working very well, and people use it all the time. All of the buses are safe. All of the buses are accessible to people with disabilities and wheelchair ramps are available on the buses. Also, the GREAT transported over 545,000 people this past year, which is an increase of about 2,000 over the number of trips taken during the previous year. Total ridership per year also remains strong. With the service modifications planned, ridership is expected to increase even more.

The cost per hour in measure of efficiency is monitored monthly and the Commission is pleased to report that the fixed route service continues to be provided in an efficient manner. In the past year, the transit system has also been able to realize additional City expenses related to the transit expenses, which means that more federal dollars have been provided to Greenville and more of the City's funding has been saved. The passengers per hour is also a measure of effectiveness and they monitor it monthly. They are pleased with the increased trend of the fixed route effectiveness with an average of 26 people per hour. The total ridership per year also remains strong with a services modification plan, the Commission expects that ridership will increase even more.

The Pitt County Area Transit (PATs), which is a demand responsive service, provides five vans/routes having the same hours of service as the fixed route and same area of service as the fixed route, which are the requirements of law. This service is for people who are unable to use the fixed route service and it is a curb to curb service operating much like taxis operate. The one-way fare is \$2.00. The passenger trips totaled just over 13,000 this past year.

Under Public Transit, the Commission is pleased to have completed year two of the City's partnership with the AMTRAK Thruway Service. Once a day, a bus departs the GREAT transfer point along Reade Street taking passengers to the AMTRAK train, and once a day it returns to Greenville with returning passengers.

One of their bigger projects continues to be the GTAC. All of the required approvals for GTAC have been obtained, and all of the funding for this project has now been secured in two FTA grants. The City is now moving forward with the selection of the design firm and then it will be on to construction. The Commission is very excited that this service will be available in just a little more than two years, and GTAC will be a reality.

Chairperson Wyly stated that the Commission is also involved in improving public parking throughout the City. The majority of the Commission's efforts have been focused on the



uptown area and the members are looking forward to making even more improvements in the future. The Commission has been monitoring the results of the controlled residential parking plan in the University Neighborhood River Revitalization Initiative (UNRI) Overlay District and the results seem to be effective.

The parking deck will be located at the intersection of Fourth and Cotanche Streets and the Commission has been involved in the stakeholders meeting and are supporting this project. First Street has been converted from a 4-lane facility to a 2-lane facility with parallel parking, bike lanes and a painted median from Pitt Street to Holly Street. Former Member Bob Thompson advocated for the accessibility on this project. GREAT has two new buses with a new look and paint scheme that the members of the Commission believe everyone can be proud of.

#### PRESENTATION BY THE MID-EAST COMMISSION

City Manager Lipscomb stated that because the City is part of the Mid-East Commission and contributes to their funding, she asked Mr. Timothy Baynes, Executive Director of the Mid-East Commission, to provide an annual report to the City Council.

Mr. Baynes gave an overview of the programs and services offered by the Mid-East Commission (Commission) in their 5-County region. Mr. Baynes stated that the Mid-East Commission is one of 16 regional councils in the State of North Carolina. These commissions are established and authorized pursuant to the North Carolina General Statutes ratified in 1973 and set forth in Chapter 153A, Section 391-398 for regional planning commissions. They service a five-county area which includes Hertford, Bertie, Martin, Pitt and Beaufort and all the municipalities therein. Each one of these local governments is entitled to have a member on their Board of Directors that oversees their operations. Director of Community Development Merrill Flood is the representative for the City of Greenville. Their programs of work vary depending on the information that is provided by local governments and by state and federal programs.

Mr. Baynes stated that, as the lead regional organization, the Commission has various programs in the area agency on aging where they help senior citizens to live a healthy and active life. Their programs beyond aging deal with community and economic development, workforce development and planning. Their whole program of work is designed in response to meet their mission to their local governments and that is to promote and facilitate intergovernmental cooperation, assist and promote economic stability and development of the region and to facilitate a faith in communication from all levels of government including federal, state and local about issues that are critical to their region.

The Commission is structured to work with economic development at the federal level and with local partners because they are recognized as the economic development district for this region, which helps to bring in additional dollars for that designation for grants and various programs. The Commission has to produce a comprehensive economic development strategy that encompasses the whole five-county region that looks at the



needs and the patterns of economic development through the region and what would be best suited for the region. Their work also includes helping with grant research and application assistance and administering grants. The Commission has done quite a bit of work with the Greenville Utilities Commission over the last few years and the City of Greenville on that basis. Under the grant research and application assistance, one of the new services that the Commission started providing this past year is an online subscription to a grant research tool for which the Commission purchased the user licenses for local governments and the Commission was able to give at least one user to every local government, if they would designate someone for that purpose, so that they would have access to this grant program. Under administration, especially for smaller local governments, the Commission has the ability to help with financial and administration assistance, some very limited human resource assistance, meeting facilitation and those kinds of things.

The Mid-East Commission has a 501(c)(3), which is the Mid-East Development Corporation serving two primary purposes as a non-profit owner of three multi-unit housing facilities in Ahoskie and Farmville for seniors and disabled individuals. They also operate the seniors' center in Belhaven through that non-profit in cooperation with Beaufort County. Their Planning Department is very well staffed with three individuals working in the various aspects of planning whether it be transportation planning which is their Rural Transportation Planning Organization (RPO), which is kind of the counterpoint to the cities' Metropolitan Planning Organizations (MPOs), that they work together in rural areas. They operate two of those which are the Mid-East RPO and the Peanut Belt RPO and then they also have the ability to assist the governments if there is other planning assistance such as regulation, ordinance updates, recreation planning and healthy and active living, which was started to incorporate in a lot of planning assistance. Then the Commission has a state of the art up to date robust GIS service that the Commission provides to the local governments as well.

Another one of the major programs is the NC Works Career Centers, formerly known as JobLink, that helps to operate and fund throughout the region working with businesses and individuals. Their individuals are classified as adults, dislocated workers or youth (ages 16-21). Another aspect of workforce development that has changed in recent years is the Commission no longer focuses on the individual as its primary target, but is now working with businesses. That has become the primary target based on new legislation that is coming out from the federal government and state mandate is that the Commission starts to continue to work more closely with businesses to try to meet the needs of small businesses and companies in the region. With that they go in, with an individual that is certified to do job profiling, and work with companies to get grants to train their workers into more technology advanced jobs of the 21<sup>st</sup> century. In their youth programs, they specifically work with youth ages 16-21. They try to work on at least 50 percent of the Commission's youth programs should be designated for out of school youth who have dropped out and they are the hardest to serve. The three performance measures that they have to meet with their youth program is that they have to look at how many are placed into employment or education, how many have obtained a degree or certification and how



many of them have improved their literacy and numeracy skills so they work very hard with their youth trying to get their basic education skills up to date. Someone may be tested in reading in a 6<sup>th</sup> grade level and the Commission's goal is to bring them up so that every time they get to a next grade level to try to improve their human resources skills and the reading and numbers and math are the things that they seem to struggle with the most.

Mr. Baynes stated that the Mid-East Commission is a unit of local government that follows the local government budget and fiscal control act like the City. For the year ending June 30, 2013, the Commission's revenues were \$8,275,570 and their expenditures were over \$8 million. The bulk of the Commission's revenue is from the federal government and 13 percent of their revenue comes from local government sources whether it is for dues or the assessment that the city pays based on the per capita assessment or through technical assistance contracts with the local governments. The budget for the fiscal year is approximately \$9.2 million.

Mr. Barnes stated that the Mid-East Commission wants to be considered as an extension of its local governments and a resource so they look forward to their continued partnership with the City of Greenville.

Council Member Smith asked the following questions and responses were given by Mr. Baynes:

- How are the Mid-East Commission's services marketed so that the general public will be aware of them?  
The Commission has contractors who provide the direct services and put the word out during various programs in the high schools, colleges, and senior centers. For example, contractors will be doing a housing symposium in Winterville, North Carolina.
- Is the Career Readiness Certificate (CRC) a partnership with the Pitt Community College or is that something different?  
The CRC is partnered with Pitt Community College as well as all of the community colleges. They try to promote this program because if people can obtain the CRCs, it helps them to improve their employability skills.
- Do students have to be not attending or dropped out of school in order to participate in the Workforce Development Program?  
They do not have to, but 50 percent have to and 50 percent is considered in-school youth as well.
- How does the Commission gain access to the youth who are on the side of the dropping out of school?  
The Commission subcontracts that program to the Telemon Group and the local NSC and both have offices located in Greenville so they promote through all of the various employment channels as possible.



- What is the purpose of the Commission's Small Business Program?  
The Commission recently updated the Small Business Program that can loan anywhere from \$25,000 up to \$150,000 for businesses that cannot obtain financing from the conventional sources. Their plan was just updated within the last 3-4 months and the Commission can now service businesses that are located in Greenville. For some reason, when it was originally set up, Greenville was excluded, but now they can come in. Economic Development Manager Carl Rees was in a meeting where they talked about that and the Commission just recently promoted that with the Chamber of Commerce and Economic Development Commission in Pitt County. The Commission is willing to do whatever is possible to help those businesses.
- Council Member Smith asked where more information can be obtained about that so that it can be shared publicly.  
He is managing that program for the Commission and a brochure is available, which is a brief synopsis about the program and he will follow up by sending her a copy.

Mayor Pro-Tem Mercer asked the following questions and responses were given by Mr. Baynes:

- With the City's upcoming 10-year update to the Land Use Plan, what level of participation will your organization have in terms of data sharing or participating at the meetings?  
They will have whatever level of participation that the City wants them to do.

(Mayor Pro-Tem Mercer stated that staff can recommend what the City Council might invite the Commission to do.)

- Is the CEDS the Commission's economic development program and if so is that broken out so that it can be shared and what is the breakdown of the section that relates to Pitt County?  
The CEDS is the Comprehensive Economic Development Strategy. The way that is developed is that they actually have an overall regional strategy, but they have to go through and they break it down by county and what are the potential types of projects that they could be looking at and trying to secure funding. They have a list of specific types of projects.
- What does your organization do on transportation? Are there some ways that might be useful for the City?  
They operate the Rural Transportation Planning Organization, which is the sister organization to the MPO. They actually work with all of the local governments in the area that are not covered by your MPO. In fact, the staff actually attends the City's MPO meetings and partners on various aspects. Their individuals are working with the local government officials in those areas to try to incorporate and improve the transportation opportunities because an uphill battle is being fought with the





metropolitan areas and unfortunately is being lost right now because of legislature and the Governor's priorities. They have to make sure that they have a strong and local voice as possible at the rural levels. They do various aspects at the rural level. The Commission recently completed a coordinated transit plan for all of Northeast North Carolina with other RPOs and partnerships. They have a seat at the table whenever there are transportation issues that happen in the rural parts of the region.

- What are the responsibilities and duties of the four planners in the Commission's office?

The Commission has three planners and there is one who is an economic developer that works with economic development and planning. They have their planning director and two planners that deal with various aspects of planning, zoning, and administration.

Council Member Blackburn asked the following questions and responses were given by Mr. Baynes:

- Does the Commission's federal funding come from HUD?  
Their money is received from the Department of Health and Human Services for the aging program, the Department of Labor is the funding source for the workforce development program, and the Commission receives very little money from HUD. There is an individual on staff who is now certified as a reverse mortgage counselor, so that new piece is being developed and a small amount of money is received from HUD to help with that.
- If 24 percent of the Commission's money comes from the State and the State dismantled the regional economic development organizations, will the Commission be dissolved and what is going to happen to that 24 percent?  
The Mid-East Commission is totally different than that. While the Mid-East Commission is created by the State by the General Statutes, our organization is an extension of the local governments. 24 percent of the State money basically are funds that come from the federal government to the State that then pass through to the Mid-East Commission. It is not necessarily a direct tie to State government. Who is to say that the General Assembly might see fit that the Mid-East Commission might need to merge or need to do something else different, but he feels with a track record of 40+ years working with the local governments on the ground, the Mid-East Commission has a good network of support statewide. He does not think that is going to be an issue.

Mayor Thomas stated that a Pitt County citizen spoke at the August 8, 2014 City Council meeting about seniors throughout the rural counties needing medical care. Many of them are desperate and if those seniors are without means of transportation, they are putting their health and lives at risk. It is a calling for Eastern North Carolina to put together better transportation for them and others. Presently, there is a transportation crisis due to the State's cuts in funding.



Mayor Thomas asked about the importance of tying the regions together to get proper care for seniors. Mr. Baynes responded that is actually one of the components of the local coordinated transit plan that was done throughout Northeast North Carolina where they partnered with the various RPOs and transit providers in the region. Beyond just the seniors, some of their counties are struggling to provide transit services altogether. The State is probably not going to do it very soon, but they are talking about a mandate where consolidation of some of those smaller, single county entity transit providers is being considered. He will forward a copy of the local coordinated plan to the Mayor and City Council showing that the seniors were an active part of that. The senior programs in the Northeast part of the region actually submitted that for a national award.

Council Member Glover asked if the Commission is familiar with the City's prescription drug program for citizens. Mr. Baynes responded that they are familiar with the program.

Council Member Glover stated that the Mid-East Commission has been around for a long time and continues to do a great job. Having their working in partnership with the City is appreciated because the Mid-East Commission makes a difference in the community. She has made many referrals to them and most of the people have been very successful in getting jobs and continuing and completing their education. She feels that people hear the Mid-East Commission's name mentioned, but they are really unaware of the impact that this organization has on the City.

Mr. Baynes stated that the Commission is trying to do more outreach and public awareness.

Mayor Thomas suggested that Communications Manager Steve Hawley should contact Mr. Baynes regarding an interview for GTV9.

#### PRESENTATION ON THE DICKINSON AVENUE MARKET AND PLANNING STUDY

City Manager Lipscomb stated that she is pleased to present this to the City Council. The Dickinson Avenue Corridor is one of the areas that she discussed with the City Council during her interview for the City Manager position. At that time, she suggested the need for the City to consider some redevelopment in this area. Economic Development Manager Carl Rees has taken the lead and she thanks him and Director of Community Development Merrill Flood for all of their efforts on this project.

Economic Development Manager Rees stated he appreciates the citizens attending the meeting and giving their concerns during the Public Comment Period of this meeting. Many of the comments are on point when talking about the history of what you see. Some of it is not avoidable and it is a function of the private real estate market, but understanding that is a common theme in these projects that there are ways to keep the arts and some of the original things that made a neighborhood, street or corridor really interesting.



Economic Development Manager Rees recognized the leadership that the City had on this project from the City Manager's Office and the great collaboration from the City departments. A lot of information had to be reviewed by a variety of City departments, particularly the Public Works Department. There are some recommendations for some fundamental changes to some of the City streets and things like that in the district and it took a lot of work and time on their part. There was great collaboration from local partners including East Carolina University (ECU), Uptown Greenville, City boards and commissions and from robust public involvement. There were large turnouts to the two major public meetings on this project.

He stated that tonight is the City Council's opportunity to see the entire vision and to provide comments on that. The consultants will take another two or three months to put together a plan, a written document, and staff will bring that back to the City Council for review. Economic Development Manager Rees introduced Doug Chittum, Director of Development of Brian Wishneff & Associates, the lead consulting team hired by the City to complete a market and planning study of a project area that includes the historic Dickinson Avenue Corridor.

Mr. Chittum stated that Brian Wishneff & Associates has been working on this project for about eight months. Economic Partners for Economic Solutions did the market study which was the basis on which they prepared the master plan and began the work because they wanted to have an economic basis of what is here and to know where they would go forward. Brian Wishneff & Associates specializes in historic renovation, historic rehabilitation in the terms of using tax credits and other methods available. There is a lot of history in the Dickinson Avenue Corridor area and they would like to see it kept, if possible. Adam Glaser of Ayers Saint Gross will be doing the bulk of the presentation. They are architects and planners who put all of this together trying to work on a master plan.

Mr. Glaser stated the following during his presentation:

Previous presentations were given at meetings where Ayer Saint Gross went through their analysis, but action areas will be presented to the City Council. They spent the last few months looking at economic drivers, trying to get a sense of the physical character of this environment and this community and talking to stakeholders about their interest in the area. What will be seen tonight is about trying to generate businesses and jobs in this area and trying to create real economic activity and then development.

One of the most important things that has happened in the last 20 years is urban design and development has been downtown residential. North Carolina in particular has led the country in creating really interesting mixed use developments in small town centers. Earlier presentations were about the Greenville Transportation Activity Center (GTAC) and he cannot overstate how important that project is and that is an incredible game changer for the City. When looking around the country, people are really focusing on transit. It is important not to just look at the people that are currently here, but to look at the children that are growing up and those who are going to stay and ultimately build lives in



Greenville. They have different priorities often in terms of how they relate to driving and moving around. Greenville is also invested in an elderly population so transportation is really a key. Regarding the connectivity of public space, one of the interesting things to Ayer Saint Gross is there are so many incredible things in this community, which are not always that easy to get to and not always that easy to walk to. Ayer Saint Gross would like to create a central district that is very walkable and accessible. That is maybe the key part of creating a really great place to live and work.

Ayer Saint Gross' study area is basically Reade Circle, Evans Street, and 14<sup>th</sup> Street and Albermarle Avenue. It engages the Uptown District, it is very close to ECU, a very strategic site, and an important place in the City. One of the challenges of a 200-acre site with so many interesting existing buildings and different people who are already in place, and businesses are in place is how to organize that. Ayer Saint Gross has eight districts that they feel are very important within the study area: 10<sup>th</sup> Street, Gateway, Millennium, Campus, PDR Zone, Evans Gateway, Bungalow and Athletics/Recreation. Whenever there is a site that is this complex and large, it is really important to pick two or three places to start. For Ayer Saint Gross, those areas are really the core areas that are directly adjacent to Reade Circle what they are calling the TOD zones, where the GTAC will be located, the Historic Core and then the Millennium Campus that ECU has in its plans. Ayer Saint Gross has also identified parcels along Evans Street. One of the interesting things about this site is that when the 10<sup>th</sup> Street Connector is built in, Evans Street is already an important street and will become that much more important.

Multiple immediate action areas were identified including Dickson Avenue, GTAC, 10<sup>th</sup> Street Connector and the Haynie Building, which is a critical resource to this area. All of this is the beginning of starting a vision for central Greenville. These are the projects that will get the balls rolling in terms of redeveloping those areas in a critical way.

Regarding the Dickinson Avenue Corridor from Reade Circle down to 14<sup>th</sup> Street, there has been some questions as to whether it could extend beyond that and the answer is of course. This discreet piece of Dickinson Avenue is important and critical. The fundamental things that Ayer Saint Gross wants to do in this development is to create continuous building frontages along Dickinson Avenue. That means that they do not really want to park in front of Dickinson Avenue and do not want parking lots that break up Dickinson Avenue. People lose interest if they have to walk 50 to 100 feet. One of the key things for the next twenty years, is to get a continuous street walk. Ayer Saint Gross wants to work with the existing buildings and users. Some of the exciting things that are already there play a huge role in creating this kind of place.

There are specific things that are important such as the street itself needs to be redesigned. If a pedestrian environment is wanted, shade should be provided particularly in the South. Trees and people are fundamental and store fronts will really support some terrific kinds of cafes, restaurants, arts, businesses and cultural things which are important to maintain that character.



Dickinson Avenue is a narrow street so Ayer Saint Gross has been doing some street sections that will be in their final report and really looking at how to encourage people to walk there. This should be a mixed land use area and they would like to build all the way up to Dickinson Avenue. To maintain the scale of the existing buildings which are beautiful and one and two-story fabric and to set back from it may be up to three and four story buildings which would be a mixed use. Instead of having very tall buildings with some lower ones, Ayer Saint Gross would like to create an elegant street wall that is about one to two stories tall and then have denser development behind it.

Ayer Saint Gross really wants to have remote parking and it should not dominate this area and it cannot be a car environment. People have to get there and want to immediately leave their car and then be into the streetscape. This street is really the tipping point into getting into the Five Points Plaza. While that is beyond the scope of the study, the City's development of Dickinson Avenue actually thinks about how to engage the Five Points Plaza since that is such an important civic space and event space as well. Dickinson Avenue is great and will only thrive if the things on either side of it are vital and healthy. Ayer Saint Gross would like to create urban living in terms of residential types of spaces and potentially work places that people have places to get jobs. When they are separate it is fine, but when those two are merged it is amazing particularly in a college town.

The district identified is really important because first the GTAC is a remarkable resource and opportunity. There is nothing more vital in that district, particularly if all the modes are in the same place. The next step is how does development go up against it. In Durham, North Carolina, the GTAC is on a hill with nothing there and it is a terrible thing to do. When looking at a successful transit, people are actually pushing residential buildings and work place buildings up against it. The proposal in this district is to create more density potentially for mixed use residential and density particularly for businesses and spaces such as light industrial and things that would be complementary to the artists types of spaces.

Reconfiguring some of the streets, particularly 8<sup>th</sup> and 9<sup>th</sup> Streets, is a key. There is nothing more fundamental to development than the kind of parcel created. Currently, the streets existing in that area do not support contemporary development very well. One of the challenges is if the City wants people to live in downtown and to have businesses, the City needs to create some parcels that will ultimately support that. Ayer Saint Gross has worked with different development groups and asked them about the kind of footprint that they are looking which is no surprise a little bit larger. Ayer Saint Gross has looked at particularly around the GTAC creating newer parcels that would be market-ready for mixed use residential. It would be great to look at balancing smaller scaled businesses and existing businesses for the larger scaled ones. Directly adjacent to the train track are terrific parcels for nature spaces and light industrial. They are very well suited to that type of purpose and the GTAC suddenly becomes a way of people getting to jobs in two different directions. This is about where people live, the arts and entertainment as well as jobs.



From a car perspective, the 10<sup>th</sup> Street Connector allows for direct connection from the medical center into the downtown. One of the challenges is to look through the lenses of 2020 rather than the lenses of 1998. Looking at it through the lenses of 2020, particularly if the area can be developed south of 10<sup>th</sup> Street, people are going to want to walk up into Dickinson Avenue, up into downtown and over to ECU. Ayer Saint Gross is proposing to densify that corridor because it lends itself well to places to collect cars and get people out of the cars. It would be a terrific place for structured parking and slightly more dense development. If people can get out of their cars and transition and start to walk, then it becomes a real effective threshold for people to be in. The center piece of this is the Haynie Building, but this whole area is filled with other interesting historic buildings.

Ayer Saint Gross wants to focus on the grade level connections having really strong mixed use connections. The elevated portions of this are great and parking and infrastructure can be pushed against them and allow the pieces closer to 10<sup>th</sup> and Evans Streets to be actually more like a City. The parking is going to be an important issue and there is a logical place there for parking. All should look collectively on how to move people across that road. There are a few key things. The original plan really had a clear shot all the way to 10<sup>th</sup> and Evans Streets. Ayer Saint Gross is actually looking at whether a few intersections could be created, which would not only encourage people to move, but it would actually send a signal that this was not a limited access road, but actually a pedestrian oriented place. The 10<sup>th</sup> Street Connector is good or bad depending on how they articulate it and Ayer Saint Gross wants to make sure they minimize the latter from happening.

When looking at the beauty of North Carolina towns, a lot of them have that authenticity and a wonderful character that comes from the existing buildings such as in Winston-Salem and Chapel Hill. That raw material is in Greenville as well, and Ayer Saint Gross wants to find a way to tap those existing buildings so that they ultimately create the character in this space. The Haynie Building is the start and the anchor for potentially a terrific warehouse district. A lot of the buildings will be built from scratch, but that character of the warehouse district is important. It is important to look at the Haynie Building both as a positive and a negative. A negative in the sense that it is challenged by the fact that is a bit at risk and the development needs to be moved forward. It is an enormous opportunity because that development could ultimately rebrand all of those blocks. The really interesting thing is that people sometimes do redevelopment incrementally and go across the street. The better thing is to go a few streets over and then connect the dots. The Haynie Building has the potential to do exactly that. Ayer Saint Gross has identified at least a dozen or more terrific historic buildings and it is important that all of the buildings become part of this.

Currently, the streets in the downtown area are broken up, but in the new plan, there is incredible connectivity. They envision continuous pathways from throughout the site all the way to ECU, down from the south. The most successful part of the downtown is the denser areas, and building that density encourages people to walk and economic activity and it encourages people to live here. Several of these streets have the potential to become really key corridors.



The action items that they see coming out of the work that they have been doing so far is to identify immediate projects. The Haynie Building is certainly one, but there are several projects that they would like to look at. Grant funding is critical and the road realignments are potentially candidates for TIGER grants. The historic tax credits and mill grants credits are in play. They want to look at building public-private relations with ECU and businesses. Lastly, Ayer Saint Gross would like to create a "Master" Master Plan. There are a lot of planning efforts that are underfoot and it is important to tie the Tar River, uptown, and ECU altogether to show that they are part of a concerted effort not just competing plans trying to push around a lot of the same things.

Ayer Saint Gross built a 3D Model as a design and marketing tool, which shows possibilities for the ECU property demonstrating design and planning principles applied to central Greenville. There are four key action items: the need to renovate the Haynie Building, address the 10<sup>th</sup> Street Connector the difference in streetscape, and creating development around the GTAC are really essential.

Mayor Thomas asked how accessible were the University's Master Plan, what the City is doing in the uptown corridor, the river study and all of these other elements. Also, Mayor Thomas asked how these elements will feed into Ayer Saint Gross' proposed plan. Mr. Glaser responded that all of the plans work together quite well. It would be great to draw them altogether to understand what it all would add up to in 20 years from now. This district is a stand-alone, but it is really part of a broader area, and it is critical that the City thinks about central Greenville. There is not anything in Ayer Saint Gross' proposed plan that contradicts anything in the other plans. The next step is to combine these plans and market that to tell the story to people that the City has a coherent vision of its downtown, and it includes the University, medical center, neighborhoods, etc.

Council Member Blackburn asked what do staff and the City Council need to be aware of that can keep the 10<sup>th</sup> Street Connector from becoming an interstate like I-85 going to Atlanta and becoming a good transit and pedestrian corridor up to a point. Mr. Glaser responded that City staff is engaged in discussion with DOT about this. It starts with the City telling DOT about its intention for the community. A conversation could occur that the City recognizes that when this was designed, there were certain assumptions. Those assumptions have changed. It is really critical for the City itself saying that it is behind more of a pedestrian, inclusive and accessibility vision and discussing that with leadership.

Economic Development Manager Rees stated that he does not think that the City is able to have any ECU representation tonight. ECU has 20 acres on the Southside of 10<sup>th</sup> Street, and it is a significant issue for ECU as they consider what to do with their land as well.

Council Member Blackburn asked how will the City keep rent affordable and make sure there are spaces for artists and still allow this to become a more popular, dynamic and vigorous area. Mr. Glaser responded that it would be important for the City to identify that as a City priority and immediately identify the areas where the City wants to preserve



existing character of the site. The City should think about the developments that take place around this as they will definitely drive values up. Ayer Saint Gross has talked to developers who are interested in doing nonstudent residential as well student residential. One approach might be to take a piece of this area, particularly city-owned property, and take the master developer's view that the arts and the existing things are really critical and put it together as a package and provide incentives for people to have market projects that make tons of sense. For example, in exchange the City needs you to protect these three or four things that make this place great.

Mayor Pro-Tem Mercer provided his feedback regarding the study, stating that he is worried about the 10<sup>th</sup> Street Connector and how one section is going to fit into the more dense area or urban mixed use. Hopefully, there is a consensus on the City Council to push DOT to work with the City in terms of what the City needs there. One of the things that will help to have in their hand is a strong plan from Ayer Saint Gross. He would underscore that Ayer Saint Gross does not hold back on talking about that issue. Secondly, he would like to underscore that art and artists are absolutely essential for a contemporary urban area. Artists should be a key part of this development. Economic development and jobs are appropriate emphasis. It is not always clear to the public the connection between art and economic development. The City Council has talked about keeping our graduates here and bringing in young professionals and retirees. They want a hospital when they need it, quality of life, a vibrant city and those are things that are being talking about for this area and arts can play a very important role in that. He would encourage Ayer Saint Gross to strongly consider how the arts can play in that. He is very pleased about the GTAC, which has been a long battle and he is pleased that Ayer Saint Gross sees that as a catalyst and opportunity. He would like the firm's feedback on that in terms of that being successful. His two underscores are the 10<sup>th</sup> Street Connector and artists.

Council Member Smith stated that her concerns are related to the 10<sup>th</sup> Street Connector and how it will affect the artists and people who live in that area. One of the statements that was made about Dickinson Avenue was "once they start building all of these things, they are going to move out the residents". That is not something that she is willing to support, and if it happens, she will strongly oppose it. The City must find a way to include them because when looking at gentrification, that is what happens. Renters and homeowners who have been living there for many years, as stated about the artists, are the ones who are kicked out of the area. Regarding real estate and people who own property in the 10<sup>th</sup> Street Connector area and believe they will be able to receive three times or more times for the value of their property because the area is being developed, few will say they will let artists and residents stay for a certain amount because they were there first or brought attention to this area. She is interested in making sure that the City looks at how to market the action plans and how to protect the residents and artists because it is going to be a battle. A lot of people are purchasing land and buildings in that area because they know that the City has a plan to make the area more attractive. The mindset for them is how they can make money because the land and buildings have been there for many years and they were not interested in purchasing anything in that area. The plan for development is located close to the uptown area so the City is trying not to have the development coming





from Fifth Street and to have that area still torn down. That is a big issue. Regarding mixed use and nonstudent housing, Greenville is over 60 percent renters and a lot of people in that area are not homeowners and have been renting property for many years because that is what they can afford to do. She is interested in any plan that is developed or voted on that will consider and not forget about the residents who live there. Hopefully, there will be a process where everybody is working together. Regarding the ecosystem, the City has to include the residents and not only the businesses and find some type of mixed use and incorporate some lower income housing as well. She would like for the City Council to strongly consider her feedback about the study.

Economic Development Manager Rees stated that in terms of residential housing currently today, there are really only two primary areas where there is any density at all and that is in the 8<sup>th</sup> Street (Athletics/Recreation) area and in the 7<sup>th</sup> Street (Bungalow) area. The 7<sup>th</sup> Street area will be slated in the plan really for preservation as that. There is no intention to put giant scaled development there. There are concerns about the 8<sup>th</sup> Street area and its viability for single-family housing in the future. This is in the shadow of the elevation of the 10<sup>th</sup> Street Connector and is an area where the 10<sup>th</sup> Street Connector is going on. There has been significant acquisition and it is older and an area where the housing stops. There has been quite a bit of code enforcement activity in that area where ultimately the houses are taken down and there are vacant lots. When all of that is added together, it does appear to be an area that long term is viable for single-family residential housing. In fairness and disclosure, the City does not think that is going to be an area where people will be living and the City needs to think about other uses for it in the future. Of course, the City should be concerned about the people who are living there working their transition to safe decent affordable housing.

Council Member Smith stated that she has traveled to and toured housing in many cities and her most recent tour was in Seattle, Washington for a National League of Cities conference. One of things that was pointed out to elected officials was the lower income housing mixed with upper income housing located directly across the street from and conveniently located near The Market for walkability to other places offered in that area.

Council Member Smith asked if the City is looking at the mixed use, could the Seattle type of housing be used in the 10<sup>th</sup> Street Connector for those who will be displaced in the 10<sup>th</sup> Street Connector area. Economic Development Manager Rees responded that there are a couple of ways that cities deal with that. The City has a substantial track record now with working with the private sector for affordable housing tax credits and using some additional dollars that the City received from HUD to develop similar housing. There are also some communities that actually legislate that in developments. Developers wanting certain levels of density are required to include a certain percent of affordable housing into those development projects. Currently, something like that is not in Greenville. If that is something that the City Council would like to take a look at and try to find a way to work that into the City's development codes in the future, staff certainly can take a look at it.



Mr. Glaser stated that traditionally, there are two ways to do this kind of thing. One is the City would state its vision and then personalize everything and let the market sort it out. When looking at how urban design and planning involve people, people have taken in different techniques to try to say they actually want it to look like this or want a building here, which is a little different than saying here is a parcel and we hope you build what we have in our plan. The other thing is being proactive about the kinds of partners that you talk to. For instance, Ayer Saint Gross did some work when they talked to different developers to try to understand what would be market drivers. In Seattle, because the property values are high, there is some leverage. San Francisco is the ultimate example of this because it is high. He feels that the City can find ways of using an incentive to market and actually getting the kind of development that the City wants. It is how the deal is framed, and how the City presents what it wants as it is to watch what people on the outside would want to do for the City.

Council Member Smith stated that there were a number of people who had to move everything from where they were because of the 10<sup>th</sup> Street Connector Project. It might not be happening very quickly or all at once, but it is taking place and people who live in that area are being displaced. She likes looking at the possible legislative act to make sure that the City is looking at affordable housing that can be part of the mixed use because she is not saying that she wants all of one or all of the other. She is impressed that it is mixed use because the City needs to make sure that all are living together and everybody is having those same opportunities.

Mayor Thomas stated that these blended elements will continue to make these areas affordable and bring all of these mixed uses in to play. Today everything is being paved, and cities are paying for that because they have lost all of their character, quality of life and things that are needed, but the City of Greenville is going to do this right. That is why the City has contracted with Ayer Saint Gross. The City is not trying to take a one size fits all approach. The proper planning and study will ultimately end up creating tremendous value through these corridors. He cannot emphasize enough that the City has to reach out and scale with the University's Master Plan, the uptown plan, river study, and where West Greenville and Dickinson Avenue are going. The City must continue to work around these areas and make sure these things are appropriate. He believes that what Ayer Saint Gross has done is great.

Council Member Glover stated the question is not where is it going, but it is what the City going to do for it. Business people who are on the south side of Dickinson Avenue are already saying that "up to the railroad track separates everybody, but the people who are farther out on Dickinson Avenue, they are not included". Recently, she experienced the purchasing and buying of houses due to the 10<sup>th</sup> Street Connector Project moving about 52 families who had purchased their homes in the 70s and they are senior citizens. One of the elderly ladies became seriously ill because her home was where she wanted to stay for the rest of her life. They say they want homeownership, and want to make our community beautiful, but what happens is that it seems that things such as the 10<sup>th</sup> Street Connector always go through the low income community. What is being studied in this area is all well



and good, but there is such a name called “out of sight, out of mind” and if you develop so much right around the corner to it, a few steps away you got low income, poor people and then there is a mixture of homeowners in that same area. She never liked the fact that everything stops at 14<sup>th</sup> Street and she never liked the plan for the 10<sup>th</sup> Street Connector because she knew it would uproot a lot of people. Frankly, that is a form of gentrification. This could be positive and it can be negative, but being a representative in that area, she has to look at what the negatives are and what is going to happen to real people. Businesses have come in and have invested money and have started to develop on Dickinson Avenue. One person has three businesses and getting another business on Dickinson Avenue, but he is on the other side of 10<sup>th</sup> Street. On the other side of 14<sup>th</sup> Street towards Hooker Road everything stops. She really does not appreciate the fact that particular area has already been left out when there are already businesses there, i.e. hair salons, a furniture store and eventually a grocery store. This scares her in a way for the people because the State came in, said that everyone will be taken care of and they will make them whole or better. That was a horrible nightmare that people had to go through and people are still not straight as of today, just for the sake of a street. The City, ECU, and the hospital had a part in the 10<sup>th</sup> Street Connector Project. But the City must look at the real people and say what is the City going to do. Is the City going to revitalize that area or is the revitalization going to stop at 14<sup>th</sup> Street and forget about the rest.

Mr. Glaser stated that the study area boundaries were given to Ayer Saint Gross, but he agrees that is a key factor. They will address it in the final report because this plan cannot be thought of in isolation, and there is a tendency to that. Ayer Saint Gross has not looked much beyond 14<sup>th</sup> Street because they are trying to focus on what is in the study area. It is really important as this plan progress that the City does look at more portions of Dickinson Avenue. There should not be any boundaries to the plan and it should really be something that becomes a plan for your community, not just a piece of the community which leaves others saying “what about me?”.

Mayor Thomas stated that ultimately the goal is to protect former business and homeownership but also, hopefully, the residuals are going to be a lot of great jobs and tax base that will allow the City to spend more on neighborhoods and do better things in other parts of the City as well.

Council Member Smith stated that one of the examples that were given earlier was looking at the 2020 view and not just looking at where the area is currently, and looking at how the project connects to ECU and uptown. The opposite end should be looked at as well because it is not an island by itself and the 10<sup>th</sup> Street Connector area has been affected already. The City is not having that with the 10<sup>th</sup> Street Connector and with the Pitt-Greenville Airport. Homes were purchased and both of those projects are affected by Districts 1 and 2, but other neighborhoods do not have to go through the same thing.

Council Member Smiley asked about extending 8<sup>th</sup> Street and Ficklen and relocating Clark and Pitt Streets and the implication of that, particularly with regard to buildings which must be razed for the roadway. Economic Development Manager Rees responded that one



advantage is that a fair amount of the property in that area is already either city-owned or under an option essentially by the City. There are a couple of buildings that would be within these areas and would need to be acquired, but overall the lanes for these roads are pretty wide open. Some of this work needs to be accomplished regardless to improve turn radiuses that are required for GTAC to operate.

Council Member Smiley asked whether the DOT is currently involved in a public input session and a design study of all of 10<sup>th</sup> Street starting out by Lowes and Walmart towards Simpson. Economic Development Manager Rees stated that his understanding is that presently on the western end of that study area, the project begins or stops at Evans and Tenth Streets, but the Public Works Department staff intends to approach that topic with DOT to see if the City can sort of stretch into that area.

Council Member Smiley stated that it goes through a number of different places in the 10<sup>th</sup> Street area. The corner of 10<sup>th</sup> Street and Greenville Boulevard right there by the University is a particular hot spot. There is a tremendous amount of dual and triple use of these spaces with a lot of cars and pedestrians and an increasing number of bicyclists. He assumes that since that is underway already and the University has already been commenting on this, is that the forum that is being used. Public Works Director Mulligan responded that staff has met with DOT and spoke to them about extending the study (that is going currently from Evans Street out to probably Oxford Street and looking at traffic calming in that area and pedestrian safety and just improving that whole corridor's safety) a few blocks west from Evans Street

Council Member Blackburn stated that the purview of the study and the very dangerous situation that is at Greenville Boulevard and 10<sup>th</sup> Street and going into campus are specific sets of conditions. She cannot endorse extending the study to this area because they got their hands full with the existing study area. That does not mean that she does not think that this is a worthy area of study. The arena to study this area is going to be working on the corridor and how the 10<sup>th</sup> Street Corridor is configured. Before extending that study area for this existing and much needed study, the City should find the appropriate body to study this part.

City Manager Lipscomb stated that staff had the discussion with the DOT. It is not that much of a problem to extend the study by two or three blocks in this area. She has talked to a number of the University officials and they are concerned with the area on the other side of Evans Street going toward the University. There are a number of challenges all up and down the corridor of 10<sup>th</sup> Street that needs to be looked at.

Council Member Blackburn stated that the situation east on 10<sup>th</sup> Street has nothing to do with campus and downtown. That has to do with drivers travelling in cars 45 and 55 miles an hour and people crossing the street and that is a particular set of circumstances.

City Manager Lipscomb stated that it also has to do with the area going through the campus. ECU has redone how they are handling the traffic on the campus and they do have



some concerns about how fast that traffic is moving through the campus, and ECU is going to look holistically up and down 10<sup>th</sup> Street.

Council Member Blackburn stated that she does agree and that is a certain set of conditions. There is another set of conditions out on east and ecologies, but right now they are tragic ecologies. Her other concern is that the 10<sup>th</sup> Street Corridor is not configured and they are already foreseeing problems. The City should address these things and get some things worked and figured out before putting bricks in place and paving occurs.

City Manager Lipscomb stated that all are trying to work as diligently as possible with DOT on this project. The 10<sup>th</sup> Street Connector is pretty much 100 percent designed and DOT has indicated not much willingness to change the project. On the east end, there are some definite plans on how to look at some of the traffic control in that area.

Public Works Director Mulligan stated the plans are on go, meaning that DOT is going out to bid with the plans that they have. That is not to say that this traffic calming study that the City is working on cannot entertain these ideas. There are two major areas, the area just around the Greenville Boulevard and 10<sup>th</sup> Street intersection as well as that in front of the ECU campus, Evans Street, and maybe a few blocks west of Evans Street. While they are building this, the City can be working in some sort of small alteration.

Council Member Blackburn stated that the City needs to retain ownership of this project.

Council Member Glover stated committees were formed and have been dissolved, and that plan is already done. When DOT starts to remove poles and lay other poles and get houses, the plan is already done. It is going to be hard to get DOT to change because basically the plan is finished and engineers have already been in and mapped out where everything is going to move things off 10<sup>th</sup> Street and wherever necessary. In DOT's sight, the plan is 100 percent approved and they are ready to do the work.

Mayor Thomas stated that in the road business, no one is ever 100 percent satisfied. The community stepped up and rolled through that. But where the City does have influence is the aesthetic component. The City has the responsibility of about \$1.5 million of the aesthetic component of this corridor based on having provided that funding. There are ways within that design and structure to implement the City's great plans for this corridor.

Council Member Blackburn stated that the City can put in bike lanes, and walkways and ways to slow down traffic.

Public Works Director Mulligan stated that those are in and one of the things that staff has been talking to DOT about is perhaps a walkway underneath the 10<sup>th</sup> Street Connector that would allow going from one side of 10<sup>th</sup> Street to the other.

Mr. Glaser stated that street will not be moved or closed, but modifications would be made. At the time that this was designed, no one envisioned that much pedestrian traffic on foot



or on bicycles. Those interests are the community's interests and it is not squashing the plan that is way down the pipe.

City Manager Lipscomb thanked everyone for their help and assistance with this project. She said that all are going to walk away with a great vision for the future and this will be part of the vision of the whole community. The Dickinson Avenue Corridor area is very important and it is next to the downtown area. It is similar to the downtown area in that the market value of the land is going to be great. This is an opportunity in Greenville to work with this area and partner with the people who are there and new people who may be interested in establishing something that all citizens will be very proud of and there will be a great Center City for the community.

### RENEWAL OF UPTOWN GREENVILLE CONTRACT FOR SERVICES

Economic Development Manager Carl Rees stated that the City of Greenville has contracted with the Uptown Greenville organization to perform a variety of downtown revitalization services since 2010. Two years ago, an informal agreement was reached by the Vidant Medical Center (Vidant), East Carolina University (ECU) and the City of Greenville to actually increase the amount of contributions by all of those institutions to a level that would allow Uptown Greenville to get a full-time Director and build some capacity. Uptown Greenville is a great partner and leader in the City's revitalization. This year will mark the third year of their contractual services and the contract amount that is suggested is \$50,000. Ms. Bianca Shoneman, Executive Director of Uptown Greenville, will provide the City Council with some of the highlights of their contract this year.

Ms. Shoneman stated that it has been a successful partnership to expand Uptown Greenville's organizational structure and this success is well documented in many media outlets. In the last year, Uptown Greenville celebrated approximately \$112.5 million in public and private investment being poured into the Center City, which represents the Dickinson Corridor, the Uptown District and the City Center. Those numbers translate to effectively 179 new full-time and part-time jobs and 13 new businesses. Uptown Greenville hosts approximately 60 events annually leveraging close to 600 volunteers annually. That represents 80 percent of the municipal population coming downtown through Uptown Greenville's events to be part of the City's revitalization, put feet on the streets, have businesses, and to see the great things that are taking place. It has been a phenomenal year and Uptown Greenville is looking forward to hosting their first annual meeting, partnering with the municipality and private investors, revitalizing the State Theater now celebrating its 100<sup>th</sup> birthday, and expanding some of their fabulous events including the PirateFest and Freeboot Friday music series and potentially bringing an evening Farmers Market to Uptown District on the weekends. Uptown Greenville is focusing on people, places and businesses in the Center City and continually collaborating with their partners to ensure Center City is vibrant, unique and economically sound. Uptown Greenville appreciates this opportunity to do so.



Mayor Thomas asked about Uptown Greenville's relationship with the other groups. Ms. Shoneman responded that Uptown Greenville has representation from the municipality, Vidant, and ECU on Uptown Greenville Board of Directors consisting of 30 people. Uptown Greenville has diversified their board to be more representative of investors, key stakeholders in the community which includes contributors representing various sectors of the University and the Hospital and the small business community in the Center City. The Uptown Greenville Board of Directors has expanded to be more inclusive and good representation of our municipality and Center City revitalization taking place. They communicate regularly with Vidant and ECU. As a matter of fact, ECU has encouraged Uptown Greenville through a partnership through the Provost Office to host an annual meeting. The Mayor and City Council will be receiving an invitation to that first annual meeting and some great economic data will be presented.

Mayor Thomas stated that Uptown Greenville is doing some great branding work as well.

Ms. Shoneman stated that Uptown Greenville stepped up its marketing dollars over the summer. It is often heard that businesses take a downfall in Greenville in the summer so Uptown Greenville really wanted to expand their marketing efforts throughout the summer and bought a couple of billboards and paid for some nontraditional ads through social media, produced commercials, which should be released in the next couple of days and expanded their partnerships with local media outlets such as Pirates Radio and The Daily Reflector.

Council Member Blackburn stated that hopefully, businesses benefitted from the Umbrella Market, which was outstanding this summer.

Council Member Blackburn asked whether there is a good connection with ECU and the Hospital in regards to the State Theater as far as rehearsal and dance space and has there been a reach out to other nonprofits about dinner theater. What is the status of reaching out to try to get the State Theater occupied?

Ms. Shoneman stated that Uptown Greenville released a Request for Proposal some time ago and received two responses from two different entities, one looking largely to develop it with private dollars and another looking to fund with municipal dollars and produce a community theater. Uptown Greenville would like to have the best of both worlds and produce a relationship that fortifies all initiatives that bring in private dollars as well as create an atmosphere of community theater groups. At this moment, there is no formal relationship with ECU, but their name often gets brought up and she cannot speak on their behalf.

Economic Development Manager Rees stated that the Dean of Arts at ECU has been in frequent contact with the City. Their interest is strong, but their financial resources are limited. They have a desire to find a way to get some of their programming off-campus that will fit in a small venue like that and will assist us in other ways. The City should not expect any financial contributions from the University towards restoration of that building.



Council Member Smith asked who makes the appointments to the Board of Directors of Uptown Greenville. Ms. Shoneman responded that Uptown Greenville makes the appointments. When the Board of Directors was expanded, they produced a nominating committee and people who were recommended or people who expressed interest in participating were requested to complete a form and then that was brought before the Executive Board and selections were made.

Council Member Smith asked that Ms. Shoneman email her a list of the Uptown Greenville Board of Directors. Ms. Shoneman stated that the email addresses will be sent to Council Member Smith.

Council Member Smith asked about the limited progress on the Municipal Service District (MSD) and its removal from the contract. Ms. Shoneman responded that a MSD, sometimes referred to as a business improvement district, is a special area that is designated as a redevelopment area. Often MSDs come with a heightened level of taxation and that increased revenue is used to offset heightened city services such as increased street maintenance, planter beds, and lamp post enhancements. Additionally, it can fund events and organizations like Uptown Greenville. She is very impressed with the business improvement district model that inspires many neighborhoods to be revitalized in a small area. She recently went to the international downtown development association meeting and just felt overwhelmed with joy to see so many MSDs in place in New York City and to credit the creation of so many small businesses with MSDs. However, Uptown Greenville was tasked with reviewing whether or not a municipal service district was to be put in place in the uptown district at this particular point. Uptown Greenville looked at the pros and cons and received a presentation from the Office of Economic Development and went back and forth several times about it and the Board of Directors felt that investing in the Uptown District at this particular time was of high risk still. The Center City revitalization is not over and implementing an additional layer of taxation was not deemed the wisest move. Uptown Greenville is proud of its success and want to continue on. Uptown Greenville also recognizes that there are municipalities that have adopted zero tax MSDs and that is one approach of creating a business improvement district, but the City Council cannot be bound from City Council to City Council. She could make a suggestion to have a zero tax MSD and the next month when a new City Council is in place, a tax can be implemented and the Board of Directors do not want to take that risk to stop the current development in place.

Council Member Smith stated that she thinks that it would have been good for the Uptown Greenville board to have come to present their ideas rather than just to remove it from the contract. If it is part of the contract, the due diligence would have been able to come to the board and say that this is what has been looked at and to present something to the City Council to let them know. For her when she saw that, her question is if they decided to take something out what did they decide to replace it with because the City still has a contract. That is a part of the contract that someone could say was not fulfilled and that must be considered when entering into contracts and spending City funds.





Council Member Smith asked if all events at Five Points Plaza are listed in the email about what happens uptown.

Ms. Shoneman responded that Uptown Greenville includes those events they are aware of that happen in the Five Points Plaza. Currently, Uptown Greenville does not manage the Five Points Plaza so as a part of the expanded contract, Uptown Greenville will serve as the Manager of the Five Points Plaza henceforth. Uptown Greenville is interested in being the communicator of all creative events that happen at Five Points Plaza and the Town Common.

Council Member Smith stated that she believes in events for the entire City especially when complaints are received often that there is not much to do in Greenville. Whatever there is to do should be marketed and maybe the City will not receive those comments as much about people not having enough to do in Greenville.

Council Member Smith asked about the additional Uptown Greenville staff member and the duties of that person. Ms. Shoneman responded that Ms. Tiffany Gay is the Director of Events and Branding. She is responsible for the day-to-day management of expanding their events contracts. When the Executive Director was first hired, Uptown Greenville was doing about 40 events annually compared to the present 160 events. Uptown Greenville has expanded Artwalk, doubled the capacity of the Umbrella Market, PirateFest, and St. Patrick's Day, and hosted the Farm Tour, and Holiday Market. These are things that Uptown Greenville is not contractually obligated to do. Uptown Greenville wanted to continue on in the good spirit of events, but she also wanted to focus her time and energy on the relationship to pursue more economic development. So Ms. Gay was brought in to fill that capacity. She is a dancer, and prior to her time with Uptown Greenville, she managed events for the Carolina Performing Arts Center, which is a very well renowned performing arts center in Chapel Hill.

Council Member Smith asked whether the funds that Uptown Greenville is receiving from the City and Vidant and ECU are enough to maintain additional staff.

Ms. Shoneman responded yes and stated that Uptown Greenville also generates revenue from its events. It is a membership based organization so some of its revenues do come from members.

Council Member Smiley stated that the investment that the City is making in uptown is very powerful and he completely supports it. But along with this investment comes a capacity, a collection of information and expertise and familiarity with the merchants and the rest of the community uptown. He encouraged staff to make sure the City is really taking hold of that investment by bringing Uptown Greenville into the decision making process to build strategies that rope in the expertise that the City is paying for.



Motion was made by Council Member Blackburn and seconded by Council Member Croskery to renew the contract for services by Uptown Greenville for a period ending on June 30, 2015 in the amount of \$50,000. Motion carried unanimously.



## ALCOHOL POLICY FOR CITY PARKS AND RECREATION FACILITIES

Director of Recreation and Parks Gary Fenton stated the following during his presentation:

Several months ago, the City Council directed the Director of Recreation and Parks to look into whether some modification in the City's policy regarding service and consumption of alcoholic beverages on City properties might be appropriate and to develop some sort of related recommendation. There had been several requests to consider the issue of modifying some existing policies. He researched online how other communities and park systems handle it in their parts of the country and he was able to secure information about 30 different communities including large cities like Denver and Atlanta, midsize communities (Durham and Baton Rouge) and smaller North Carolina towns (Burlington, and Kannapolis). In most communities, there is a general prohibition on alcohol consumption in parks, though many of the policies have exceptions built into them. Alcohol is a delicate and challenging issue and it is known that there can be problems associated with it. It is clear that careful deliberation has been given to all of the policies that he reviewed in order to lessen the chance of problems that are related to alcohol. If the City is going to allow any level of alcohol consumption in its parks, there first must be a well thought out and thorough policy designed to minimize the likelihood of negative instances that can result from alcohol consumption. A policy that fosters a consistent treatment of all applicants, adherence to state and local law, the safety of all citizens, the protection of the facilities and enjoyment of all event participants including those choosing not to participate in consuming alcoholic beverages. In developing a proposed policy, he conferred with the City Attorney's Office, Police Department, City Manager, City departmental staff, and his Recreation and Parks Department (Department) colleagues.

The proposed policy's purpose is to establish the rules, requirements, and procedures regarding the sale and or service and the associated consumption of alcoholic beverages in the City's parks and facilities. At the Recreation and Parks Department, the staff works to provide residents with a broad range of opportunities to enjoy the City's facilities while protecting citizens from abuse and from disruptive behavior.

Therefore, staff is proposing that alcoholic beverages continue to be generally prohibited in all of the Greenville Recreation and Parks Department's parks and facilities except, if the City Council desires, for a limited number of locations that could be referred to as sites designated for conditional service and consumption of alcoholic beverages. These will be a few clearly defined exceptions where sales and consumption might be permissible at specified, but limited times, in a specified area of a specified park, in a specified building for specified types of alcoholic beverages, with those exceptions being clearly defined in the policy and for events open to the general public always requiring the issuance of a special permit, which would include the payment of an administrative fee. Staff is proposing that within the park system that there be four such sites for beer and wine service only in addition to the one that exists now which is Bradford Creek Public Golf Course (Bradford Creek) where beer and wine service is already permissible. Additional sites include the leased building at the Perkins Complex during theater productions and similar events



hosted inside of the facility by the nonprofit lessee, Magnolia Arts Center. The second being the Science and Nature Center at River Park North indoors and after public hours only when the Center is rented for a private event and service is provided by a licensed caterer. The third is within the portion of the Eppes Recreation Center and leased by the Eppes Alumni Association during Alumni events associated with their annual reunion, which takes place in July. At Town Common in a designated fenced location with a single entrance and exit, a maximum of four hours of service falling between the hours of 1:00 p.m. and 8:00 p.m. with two special duty police officers present at the designated site during service and consumption for events sponsored by a nonprofit 501(c)(3) or a similar nonprofit designation or by the City of Greenville. In addition, no one will be able to bring their own alcoholic beverages into the park or the designated area, the sponsor must obtain the alcoholic beverages permits required by law, insurance coverage must acknowledge alcohol service and consumption, and the City must be named as an additional insured, and the sponsor must absorb all related costs including the fencing of the designated area, required insurance coverage, two special duty police officers stationed in the designated area for the duration of service and consumption and in addition to the cost of any other special duty police officers already required for the event.

This proposed policy obviously has numerous restrictions associated with it and the Recreation and Parks Commission and the Recreation and Parks Director feel that is the way it needs to be should the City Council decide that some level of alcohol sales and consumption should be permissible. The City hosted a public meeting recently to give the citizens an opportunity to express their thoughts on this particular issue and about 20 people attended.

For the most part, the concerns that have been expressed both at that meeting and through telephone calls received have centered on Town Common. They have included the potential for intoxication, the fact that those drinking beer or wine in the designated area could mix with the crowd after drinking beverages in this area. Other concerns were the possibility of drunk driving, and the desire that Sunday in the Park remain a non-alcohol event. Although the proposed policy is limited to only a few sites and is quite restrictive and puts numerous requirements on the event sponsors, some people fear that this policy could lead to future policies that might include more sites or have less restrictive conditions on them. There are some people who would like to see a less restrictive policy put in place from the start. However, the members of the Recreation and Parks Commission and the Director of Recreation and Parks believe that by having a more restrictive policy, it helps to avoid the possibility of some of the problems mentioned above rather than having to address them once they occur.

If the City Council chooses to approve this policy, the City Council might consider doing it as a pilot program and then consideration will be given as to whether any changes are needed and feasible. At the July 9, 2014 meeting of the Recreation and Parks Commission, members in attendance voted unanimously that if the City Council wishes to allow some level of alcohol service and consumption within the City's parks system, that this policy be adopted to address that.



Council Member Smith stated that she has received several inquiries about why this item is before the City Council for consideration. Material in the agenda package indicates that several requests for the waiver of the prohibition on alcohol were received. There are many questions about this agenda item because three years ago, a request was made including everything that has been presented by staff this evening and that request was denied unequivocally. The question is whether this policy is being developed for a certain group of people because three years ago, no one thought it was important enough to come up with a policy for discussion. But now, suddenly, it seems like it is being pushed for consideration by the City Council. Staff has indicated that the Director of Recreation and Parks along with the Police Department and city staff developed the proposed policy and it was reviewed by the Recreation and Parks Commission. The proposed policy states that it is for nonprofits or the City of Greenville only so any nonprofit can make a request to use alcohol in the designated parks, i.e. Town Common.

Director of Recreation and Parks Fenton stated that the individual would have to go through all of the conditions that are cited in the policy, but if they are nonprofits, they would be qualified to make a request. The permit would then have to be approved based on them meeting all of the requirements associated with insurance coverage and all of the other stipulations.

Council Member Smith asked that if individuals present the insurance coverage and their request meets all of the other stipulations, their request will not be denied based upon someone being subjective instead of objective. Director of Recreation and Parks Fenton responded that their request will not be denied. The Recreation and Parks Department was assigned to do develop this proposed policy. In the past, there have been opportunities for people to get around the City's policy regarding alcohol on public property by receiving permission from the City Manager for that purpose whether it is a park or some other piece of city-owned land. That has happened on occasions, but there were no clear cut stipulations and conditions that helped the City Manager to make a decision regarding whether he or she should not do it.

Council Member Smith stated there are concerns because requestors were denied by the City Manager and had seen alcohol being in the park at events. She is asking whether this policy is going to be the same way in regards to denying some and approving other requests, which is a legitimate question because it has occurred in the past.

Council Member Smith asked why Bradford Creek was included in this proposed policy since alcohol consumption is already allowed at this location. Director of Recreation and Parks Fenton responded that the ordinance would have to be changed. Bradford Creek is already in the ordinance as an exception to the prohibition of having alcohol on public land and would have to be included in the new ordinance.

Council Member Smith asked how many events are held currently after hours at River Park North. Director of Recreation and Parks Fenton responded that the Department has received requests from people wanting to use River Park North for receptions, etc., but



they were interested in having alcohol and wine service associated with their requests. There might have been two requests.

Council Member Smith asked whether the request for a reception was from a nonprofit. Director of Recreation and Parks Fenton responded that type of request (wedding, business reception, etc.) would be the same as a rental at Bradford Creek. It would be for a private group and not an open public event.

Council Member Smith asked whether an individual would be allowed to have alcohol and wine consumption at a wedding reception or business reception after hours at River Park North. Director of Recreation and Parks Fenton responded if they met the stipulations, they would not have to be a nonprofit in order to hold a wedding reception serving alcohol at River Park North.

Council Member Croskery asked whether the C. M. Eppes Alumni Association would only be used for that one event and no one would be able to rent that facility. Director of Recreation and Parks Fenton responded that is correct, and that one event is held several days in early July. No one would be able to rent the facility and the alcoholic beverages would be restricted to the leased area of the building.

Council Member Croskery asked whether staff has any estimate of what it would cost an individual to do an event at the Town Common including the fencing, extra police security, permits, and other requirements. Director of Recreation and Parks Fenton responded that no estimate has been done, but it would cost probably a few thousand dollars because of the fencing of the designated area. The cost depends on the size of the event, usage of the stage, size of the fencing, etc.

Council Member Croskery asked whether the fencing installation would cause the park grounds to be damaged by the holes in the ground. Director of Recreation and Parks Fenton responded that bicycle rack barricades are used that do not impact the soil at the Town Common.

Mayor Thomas asked if this could be a money maker for the event holders because there is a charge for the alcoholic beverages. Director of Recreation and Parks Fenton responded that the sale of alcoholic beverages is a revenue source certainly or it could be a sponsored event by an alcohol company. For some of the bigger cities where he has worked, they funded their major events with the sponsorship and it was not always alcohol sponsorship, but sometimes it was.

Council Member Glover asked what would happen when too many people attend the C. M. Eppes Alumni Association "meet and greet" in the gym and alcoholic beverages are being served in the leased area of the facility. Director of Recreation and Parks Fenton responded that he certainly understands that situation. The issue really becomes that is a recreation center and staff was trying to avoid placing the designated area next to the gym. For example, you would not put the designated area for the sale and consumption of alcoholic



beverages next to a playground. Most of the places that he looked at avoided using the recreation centers and sometimes the senior centers, cultural art centers were appropriate. Staff feels that if that door was opened to other parts of the Eppes Recreation Center, it might create some other problems. The C. M. Eppes Alumni was kind enough to understand what the implications are.

Council Member Glover stated that a former Recreation and Parks Department employee was held at gunpoint and robbed at the Eppes Recreation Center when he was sober, alone and working.

Council Member Glover asked if one of the event participants exits the facility intoxicated, who would be liable if that person was injured or killed due to a similar situation. City Attorney Holec responded that those kinds of issues were considered by staff.

Council Member Smith stated that the City Council is considering that this is a park and recreation facility. The City does not want to move in that venue, but the sale and consumption of alcoholic beverages is moving into a park, the Town Common. Council Member Smith asked how the City will begin to justify the difference between the two because people take their families to parks just like families would go to a gym.

Director of Recreation and Parks Fenton stated that the C. M. Eppes Alumni will not be renting the building. The Eppes Alumni leases that part of the building from the City and the Department works with them during their events to open the rest of the building to them. The meet and greet is normally held on a Saturday night. The proposed policy is free to be changed and modified as the City Council sees fit. He is recommending that if the City Council wants to have some level of alcohol service in any of its parks, this will be the safest way to get it done.

Council Member Smith stated that if the City is looking at and/or making policies and want them to be equal and after receiving a request for the sale and consumption of alcoholic beverages at the Town Common and another request for the same at the C. M. Eppes Recreation Center, she wants to know if the Commission came up with some recommendations of why the two requests are so different. She has listened to the excuses of denying a request for having alcoholic beverages at a gym and that the City does not want to allow it at a recreation building that is a park. She urges the City Council to change that because it does not show equality at all.

Director of Recreation and Parks Fenton stated that a concern was whether it shows equality, if the City does that and will there still be an option then to deny other people's requests about using the C. M. Eppes Recreation Center for events with alcohol consumption. That is staff's and the Commission's concern about this whole thing. Whether the City can open the door and control how far that door is opened are their concerns. He would not like to see regular rental events in a recreation center and to have alcohol associated with them.



Council Member Smith stated that she is referring to the C. M. Eppes Recreation Center versus the Magnolia Arts Center being exclusive, i.e. no one else can come in and lease the buildings, the lessee not being able to use certain areas or the lessee can use the entire building.

Director of Recreation and Parks Fenton stated that if the City Council would like for the policy to be done that way, it is certainly feasible. The C. M. Eppes Alumni does not lease the whole building as the Magnolia Arts Center does.

Council Member Smiley stated that this proposed policy sounds a lot like what these organizations do in Greenville already. He has attended many of the events at the Five Points Plaza where there is a controlled area in which the alcohol has to stay in that area. An example of a bigger event is when the controlled area was on First Street for the PirateFest. It sounds like what is being proposed for the guidelines for how this could work on the Town Common is essentially similar to in character approaches that the City has already been using to control these sorts of events that have been successful.

Council Member Smiley asked if the City has found that these sorts of approaches have worked with the festivals and have there been significant problems related to alcohol such as people leaving the designated area and being served inappropriately. Also, Council Member Smiley asked what is staff's opinion about how will all of this work. Director of Recreation and Parks Fenton stated that there were a few problems with PirateFest. Initially, some of the barricades were moved and some people wandered out of that area without authority and walked into the park carrying a beer. It got to a point that it was too much, but there were not problems associated with it ultimately except that they were in violation of law. Staff talked to the police about it and there were plenty of police officers around. The issue is to secure the fencing and to have police officers within the fencing and that was not provided in that particular case. The City did it again during the Fourth of July and had no problems.

Mayor Thomas asked if there are parameters set around sizing the beer garden area. Director of Recreation and Parks Fenton stated that staff knows that some events might attract a larger number of people. Staff would sit down with each individual sponsor and have a discussion, which is done anyway, about the number of special duty officers required based upon an anticipated popularity event, what type of crowd is expected, how long does it go on, and other things.

Council Member Croskery stated that the reason people want to rent Town Common is largely because there is a band shelter there for music events and people can take advantage of a stage.

Director of Recreation and Parks Fenton stated that the Department has received requests for events that do not take advantage of the stage. That is why it was decided to have the fenced area farther to the east or west within the park and not in front of the stage at Town Common. However, most events will somehow take advantage of the amphitheater.





Council Member Smith asked what are the Chief of Police's thoughts on the proposed policy with alcohol service in the Town Common area and how does this affect policing and how to change the perception of the downtown area being unsafe. Chief of Police Hassan Aden stated from the Greenville Police Department (GPD) involvement at the beginning, GPD made no statements about that, but they focused on safety and security should the proposed policy be adopted by the City Council. If a designated area is fenced, GPD can keep it safe provided that certain measures are adhered to relating to the Alcoholic Beverage Control (ABC) regulations such as who is serving, how much is being served and what container types are used. As far as a general policy, the GPD did not engage in an opinion on whether it is a good idea or not.

Council Member Smith asked how safe does GPD feel it will be to have the sale and consumption of alcohol at the Town Common. Chief of Police Aden stated that if the area is fenced off and the age is controlled and the manner in which the alcohol is served, it is just like a restaurant. It can be that kind of environment. It is always tricky when dealing with alcohol, but this is why GPD gave its opinion on scope size and control. Obviously, GPD will pay close attention to anyone bringing alcohol into the park outside of the beer garden. The consumption of wine and beer only is being talked about and no liquor.

Council Member Smith asked whether the amount of alcoholic beverages served to individuals is going to put a burden on having only two police officers. Chief of Police Aden stated that police officers will not be involved with that, but anyone serving beer in any of these locations would have to be certified to pour alcohol and have gone through the safety courses. The ABC will be present and paying close attention to service and over serving.

Council Member Smith asked who deals with those individuals who are over served. Chief of Police Aden stated that would be the ABC, but if there are any instances of drunk in public or disorderly conduct, GPD will certainly handle that.

Mayor Thomas asked if there is a scalable component to how many officers are required based on the estimated size of the event that they have to pay for. Chief of Police responded that there are two minimally, but if the scope is much larger and GPD determines that two police officers cannot handle it, five or six officers may be required.

City Manager Lispcomb stated that what is being discussed presently are the general parameters of a policy. If she is required to sign off on these requests, then she would set up an administrative policy that would cover issues like when to come in for the permit and what is the size of the event. Those people who want to have an event and beer garden would go through the same format that is currently being used for any street closing for an event that serves alcohol. There is another component to this that is separate from the general overall policy.

Mayor Thomas asked who will set that criterion. City Manager responded that the City Council will set the overall criterion, but the City Manager could set up an administrative



policy stating when an application must be filed, who will review and sign off on the application, i.e. a committee, and other types of things.

Council Member Smith asked whether the City Manager would approve all of these events at Town Common or everywhere. City Manager Lipscomb responded that she will not be doing approvals within the facilities per se. This whole notion is somewhat similar to the regular street closures for events that serve alcohol more than anything else such as the PirateFest and the July 4<sup>th</sup> event.

Council Member Smith asked whether the City would be responsible for any incidents that may occur at Town Common when incidents become overwhelming. City Manager Lipscomb stated that the requestors would have to name the City as an additional insured.

City Attorney Holec stated there is always the possibility that the City would be brought into a lawsuit. Anytime anything is done and the City is involved, there is that possibility, but the organization that is sponsoring and running the event is the one who would be responsible. For protection, the City is requiring the insurance coverage with the City being an additional insured. With this proposed policy and with it being designed as it is, it is built in with the protections, if brought into a lawsuit, and the City has taken reasonable precautions relating to that and that will be the City's defense.

Council Member Smith asked when was this item sent as a request to be placed on the agenda and who made that request. Director of Recreation and Parks Fenton responded that it was four to five months ago. City Manager Lipscomb responded that Council Member Blackburn requested this item to be researched and placed on the agenda.

Motion was made by Council Member Blackburn and seconded by Council Member Smiley to adopt the proposed Alcohol Policy for City Parks and Recreation Facilities.

Council Member Blackburn stated that the reason why she requested that this item be placed on the agenda is because of the comments that she received from so many people that said this is something that is done in other communities and asked whether the City could consider it. She attended an event at Chastain Park in Atlanta, Georgia many years ago that was so nicely done. Many people are concerned about Sunday in the Park and this is not a Sunday in the Park type of policy. Sunday in the Park is a precious event for the City and many kids and families attend. The proposed policy is not to include events like it or any of the great similar events. But, the proposed policy would include an evening mature event for a mature community, a progressive event, something that young professionals could attend and enjoy, and something that is so carefully monitored. The policy has allowed the City to have that kind of mature sophisticated event. The policy is a conservative, cautious policy that has been researched thoroughly. It is so restrictive, but that is needed if the City Council is going to decide to do this. The people that she has heard from have envisioned this as not something that will consequently change the community or events held in the Town Common. These events with alcohol service will be additional events at the Town Common and at other locations that have been suggested. It is a progressive policy and a step for the City when talking about the creative class and young



professionals that the City is trying to keep in Greenville. Some people during the public forum were concerned about the change and others were excited. The Recreation and Parks Commission had a good conversation about the proposed policy and unanimously passed it. These events will not be damaging to the community, but will be something that will enhance it and give a different type of entertainment and cultural offering.

Council Member Smiley stated that it is obvious that two places that the City Council are having large conversations about are the C. M. Eppes Recreation Center and the Town Common. With respect to the Town Common, it is indeed a City park, but it is different from the other City parks, as is the case in many other communities. Across the country, there are lots of places where parks are seen as festival spaces. It is clear that the City sees the Town Common that way and a band shelter is placed there, which has also been renovated. There is no doubt that the City currently uses and programs entertainment into that space on its own. There is no reason why any of that has to change. He has heard no one suggest that the City sponsored events should be changed. Trying to find additional opportunities for that space to be used is being talked about. So it is not just when the City can come up with an idea and funding to make something happen, but when a nonprofit group wants to bring a band or put on a festival, it can be done. The way most of those events fund themselves is by selling all sorts of things. It has been done very successfully all over the country and the citizens have a public space that is very active. This is an excellent way for the City to step into that and begin to make the Town Common the kind of place where someone can go to on a regular basis. It is not just seven or twelve Sundays in the summer, but many times during the week, there might be some sort of event that the City is not having to put on. This is a way of leveraging a facility that the City wants to make even more use of. The City Council spent time talking about how to make the Town Common and the Tar River a better place and getting people out there more often. This is one way to do that. It is clear that the City has experience with these types of events. It has not generated an unstoppable cascade of catastrophe. Adjustments were made due to an event that did not turn out as the City had planned or wanted and an event was held since then that worked very well. He would encourage supporting this very well crafted and well considered policy and ordinance.

Mayor Thomas asked whether the surrounding cities such as New Bern, Washington, Rocky Mount, Wilson, and Kinston have an alcohol policy. Director of Recreation and Parks Fenton stated that he pulled information from ordinances that were posted online, and those cities have some level of alcohol services associated with events. Some cities limit alcohol sales and service to special event venues versus a park.

Council Member Smith asked whether the motion excludes making recommendations and changes to the C. M. Eppes Recreation Center. Council Member Blackburn stated that her intention is to be inclusive and to use equity. For instance, if a City Council Member desires to take a look at the Eppes component, she feels that is something reasonable for the City Council to do.



Council Member Croskery stated that the proposed policy has been carefully researched and put together well and with anything like this, there are always stumbling blocks. Open area events in the uptown area have been cosponsored or approved by the City of Greenville for years. The PirateFest, Freeboot Friday, Umbrella Market and the July 4<sup>th</sup> event have been enjoyable things. The City has experience with other open area things being held in the City such as football tailgates when a huge area in the City is covered with people having alcohol in public. There are restaurants in the City that have outdoor dining facilities where feasibly someone could walk off with a beer. The policy could be amended to include a clause about the Eppes Recreation Center, if the use of the gym would be helpful to the C. M. Eppes Alumni. If a policy is adopted including an open area part for one of the City' parks, i.e. Town Common, it would be done properly and safely. He has some personal misgivings about that one particular space. In the future, he may not have those misgivings about including the Town Common in a policy if one that works well is put in these contained spaces and it is demonstrated a year later that there were no problems and the City has learned what is needed.

Motion was made by Council Member Croskery and seconded by Council Member Smith to amend the original motion to remove the Town Common from the Alcohol Policy for the City Parks and Recreation Facilities as presented and to expand the use by the C. M. Eppes Alumni Association during the C. M. Eppes Alumni Weekend to include all of the C. M. Eppes Recreation Center.

Council Member Smith stated that she is in support of the amendment because everything else is contained in certain areas and that one is not. The biggest concern that she has heard is the sale and consumption of alcoholic beverages are being taken into the park where there are families. One key thing is that several months ago, the City Council adopted a policy to remove smoking from the parks and now the City Council is considering having alcohol in the park.

Council Member Smiley stated that he certainly recognizes the sensibility that drives this motion. The notion that there is a possibility of the City Manager approving an event that would put alcohol in the Town Common after the City Council had specifically voted against it is more aspirational than real. There has been discussion about doing everything possible to make better use of that area and having other entities to be able to program that performance space only helps as a city.

Council Member Blackburn stated that the Town Common is a shared festival space. With the amended change, the City would be making a policy for three groups of people (the C. M. Eppes Alumni Association and Magnolia Arts Organization and people who are getting married) that excludes most people in the community that can potentially benefit from being able to have an additional type of event. It is unfair to all of the young people who have contacted her and the young professionals and the people who would like to see the City take this step to have this additional type of event. GPD has reported that they do not believe that the policy, as written, is going to cause additional problems. This is a sound policy including the Town Common and to remove the Town Common is disingenuous



because it is saying that the City is willing to do something for three groups and not doing it for the whole community.

Mayor Thomas stated that he supports the motion of taking this in appropriate deliberate steps.

There being no further discussion, the motion to amend the original motion to remove the Town Common from the Alcohol Policy for the City Parks and Recreation Facilities as presented and to expand the use by the C. M. Eppes Alumni Association during the C. M. Eppes Alumni Weekend to include all of the C. M. Eppes Recreation Center, passed with a 4:2 vote. Mayor Pro-Tem Mercer and Council Members Smith, Glover and Croskery voted in favor of the motion and Council Members Blackburn and Smiley voted in opposition.

Council Member Blackburn withdrew her motion to adopt the proposed Alcohol Policy for City Parks and Recreation Facilities.

Council Member Glover stated that she is in opposition to having the sale and consumption of alcoholic beverages at any public facility. Because of personal and moral reasons, she will vote against the adoption of this policy. She has spoken to several ministers and they agree with her position and she agrees with their position.

Motion was made by Council Member Croskery and seconded by Council Member Smith to adopt the Alcohol Policy for the City Parks and Recreation Facilities with the removal of the Town and the addition to expand the use by the C. M. Eppes Alumni Association during the C. M. Eppes Alumni Weekend to include all of the C. M. Eppes Recreation Center, with a 4:2 vote. Mayor Pro-Tem Mercer and Council Members Smith, Smiley, and Croskery voted in favor of the motion and Council Member Glover and Blackburn voted in opposition.



ORDINANCE AMENDING CITY CODE PROVISIONS RELATING TO CONSUMPTION OF ALCOHOLIC BEVERAGES IN PUBLIC AND ORDINANCE AMENDING THE MANUAL OF FEES ESTABLISHING AN APPLICATION FEE FOR SALE AND CONSUMPTION AT RECREATION AND PARKS FACILITIES  
(Ordinance Nos. 14-052 and 14-053)

City Attorney Dave Holec explained that because of the City Council's adoption of the previously discussed policy amendment, this ordinance will be changed accordingly. He stated that based upon the amendment, the Town Common needs to be left out of the proposed ordinance and the provision about a portion of the C. M. Eppes Recreation Center needs to be changed so it is now the entire C. M. Eppes Recreation Center. The general rule is that the possession and consumption of malt beverages and wine is prohibited in City facilities, except for the exceptions listed in the proposed ordinance.

City Attorney Holec also pointed out that another provision in the proposed ordinance addresses other facilities which are not recreational facilities. This provision includes an exception for those buildings which are not specifically addressed in the recreational facilities policy, but which are leased to a person for greater than a two-year period. The examples are the American Legion Building on Chestnut Street, Vietnam Veterans Building, the Greenville-Pitt Chamber of Commerce building and the Law Enforcement Hut. Those are specific facilities, which are leased for greater than a two-year period and those will also be excepted from the general rule, which prohibits malt beverages and wine possession and consumption. Compliance with any lease provisions that are within the lease is still required. For example, there is a limitation on alcohol consumption at the American Legion building on Chestnut Street and also at the Vietnam Veterans building.

Also, the City Manager's approval authority would not extend to other recreational facilities because the City Council has adopted the policy that states where the City is allowing the sale, possession and consumption within parks and recreational facilities. So the City Manager would not be able to allow an exception. Although the City Manager does not have the authority to approve it at other recreational and park facilities and places, the City Manager does have the authority to allow it for other property and streets owned by the City, which would include the Five Points Plaza, the streets that are closed off for festivals, including First Street, if there is an event on the Town Common because that is outside the Town Common. Those are the changes in the ordinance and that would implement the policy just approved relating to recreational and park facilities.

There is another proposed ordinance that establishes the fee for the recreational facilities application fee, which is \$50 and it is requested that the City Council consider both at the same time.

Motion was made by Council Member Croskery and seconded by Council Member Smiley to adopt the ordinance amending the City Code provisions relating to the consumption of alcoholic beverages in public and to adopt the ordinance establishing a fee for an application for sales and service at the recreation and parks facilities.



City Manager Lipscomb stated that she has only approved a few events related to this ordinance. She would propose that a section be added to the section relating to what the City Manager should consider in terms of these events. That proposed additional section would include any other administrative considerations deemed related to the public safety and welfare of the community.

City Attorney Holec stated that there is a section which lists the factors that the City Manager is to consider when allowing possession and consumption at other City property or streets. Subsection (d) of this section provides that public safety matters are to be considered.

City Manager Lipscomb stated that Subsection (d) could be amended by including public welfare matters also.

Council Members Croskery and Smiley accepted the amendment to the ordinance.

The motion passed to adopt the ordinance amending the City Code provisions relating to the consumption of alcoholic beverages in public and to adopt the ordinance establishing a fee for an application for sales and service at the recreation and parks facilities, with a 4:2 vote. Mayor Pro-Tem Mercer and Council Members Smith, Smiley and Croskery voted in favor of the motion and Council Members Glover and Blackburn voted in opposition.

#### 2015 CITY COUNCIL MEETINGS SCHEDULE

City Manager Lipscomb reminded the City Council that this item is for discussion only and the 2015 Schedule will be considered by the City Council at their Thursday meeting.

City Clerk Carol Barwick explained the two options to be considered by the City Council for the 2015 City Council Meetings Schedule. She stated that Option #1 is simply a proposed listing of the dates of the meetings based on the language in Section 2-1-11 of the Greenville City Code. Option #2 is a proposed listing of meeting dates with the elimination of meetings on City observed holidays and adjustments for known conflicts.

Council Member Blackburn observed that in September 2015, the City Council will only have one regular meeting and the Joint City Council/Greenville Utilities Commission meeting. She asked if there is any conflict with the ECU Fall Break. City Clerk Barwick responded that no one has ever expressed a problem with the Fall Break, so she had not checked those dates.

Council Member Smiley stated that Fall Break is October 10-13 and it will come the week after proposed meetings.

City Manager Lipscomb suggested that the City Council consider scheduling only two meetings in November and December 2015 and eliminating the third meetings on November 23 and December 21, 2015.



Upon consensus of the City Council that Option 2 is preferred, with elimination of the third meetings in November and December, City Clerk Barwick stated she would bring back a revised proposal for consideration at Thursday's meeting.

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**REVIEW OF SEPTEMBER 11, 2014 CITY COUNCIL AGENDA**

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The Mayor and Council reviewed the agenda for the September 11, 2014 City Council meeting.

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**COMMENTS BY MAYOR AND CITY COUNCIL**

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

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**CITY MANAGER'S REPORT**

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City Manager Lipscomb stated that an update on the City's new website will be provided by Communications Manager Steve Hawley.

Update on the City's New Website

Communications Manager Hawley stated that issues with the City's website were identified by the City Council, citizens and staff, and the website was getting cluttered. An antiquated system was being used to maintain it as well. City departments wanted their highlights on the homepage of the website, so the homepage continued to grow and became unmanageable by staff and non-navigable by citizens and others. Thankfully, because of the City Council's strategic plan this year including goals of communication and collaboration, a complete redesign of the City's website is included in those goals.

Staff's goals in cleaning up the website are to make it easier for people to navigate and for staff to update and to create a bright, clean professional design that reflects and matches the new brand for the City. Other goals are consistency across the new website so that it looks fairly uniform, responsiveness because people are using their mobile devices as opposed to their computers to access the City's website, and compliance with different federal regulations to help people with accessing information and to interact with the new enterprise system that is coming aboard. The new website will be much more transparent for the citizens and it will provide e-notifications so when there is news or job and calendar updates, people can be notified through the e-mail. There is some great efficiency with this system.





Communications Manager Hawley provided a preview of the new website, which will launch within the next two weeks. He stated that the new website consists of links of most of the webpages that are used and searched by people and many nontraditional things that the City promotes. There will be improved features that will help to show the City departments and events and showcase the community. Easy navigation buttons are provided at each department webpage based on web analytics. Rotating photographs will be customized within each department to highlight some of the services provided by the City. A few examples of the links are for major City projects that are going on within the City, holiday dates for sanitation service, new residents' information, residents' responsibilities, bus schedules, utilities, shopping and dining, employment, and businesses. Also, there are links for cultural resources offered by the community such as the East Carolina University Theater Program, performances at the Magnolia Arts Center, and exhibits at the museums. Other improvements are the "I want to..." feature (to apply for a business license, to serve on a board or commission, etc.) and the "I want to find out about..." feature (used to obtain information about animal control, to register for a recreation program, etc.). In preparation of unveiling the new website, staff has already migrated over 3,500 documents, 1,500 images and more than 500 webpages.

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**ADJOURNMENT**

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Motion was made by Council Member Croskery and seconded by Council Member Smiley to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 10:55 p.m.

Respectfully Submitted

Polly Jones  
Deputy City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, SEPTEMBER 11, 2014



A regular meeting of the Greenville City Council was held on Thursday, September 11, 2014 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 7:00 pm. Council Member Richard Croskery gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Calvin R. Mercer, Council Member Kandie Smith, Council Member Rose H. Glover, Council Member Marion Blackburn, Council Member Rick Smiley, and Council Member Richard Croskery

Those Absent:

None

Also Present:

City Manager Barbara Lipscomb, City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

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**APPROVAL OF THE AGENDA**

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City Manager Barbara Lipscomb reminded the City Council that the finalization of the discussion on the 2015 City Council Meetings Calendar was set for this meeting.

Council Member Glover made a motion to add a special recognition related to the Eppes Recreation Center/Jackie Robinson League to the agenda following appointments. Council Member Smith seconded the motion, which passed by unanimous vote.

Council Member Smith moved to adopt the amended agenda with the noted addition. Council Member Blackburn seconded the motion, which passed by unanimous vote.

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**APPOINTMENTS**

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**APPOINTMENTS TO BOARDS AND COMMISSIONS**



### Community Appearance Commission

Council Member Smiley made a motion to appoint Danielle Greene to fill an unexpired term that will expire January 2017, in replacement of Lucy Fox, who had resigned. Council Member Smith seconded the motion and it carried unanimously.

Council Member Smiley continued the appointment for Diane Kulik's seat.

### Historic Preservation Commission

Council Member Smith continued the appointment for Allan Kearney's seat.

### Human Relations Council

Council Member Glover made a motion to reappoint:

Enji Abdo to a second term that will expire September 2017

Inez Dudley to a first term that will expire September 2017

Prudencio Martinez-Mengel to a second term that will expire September 2017

Franchine Pena to a second term that will expire that will expire September 2017

Council Member Kandie Smith seconded the motion and it carried unanimously.

Council Member Glover continued the appointment for Robert Hudak's seat.

### Pitt-Greenville Convention & Visitors Authority

Council Member Glover made a motion to make a recommendation to the Pitt County Board of Commissioners that Brad Mills serve a first three-year term that will expire July 2017 in replacement of Kurt Davis. Council Member Blackburn seconded the motion and it carried unanimously.

### Youth Council

Mayor Pro-Tem Mercer made a motion to reappoint:

- Asolaide Akinkuotu to a first term that will expire September 2015
- Jacob Barondes to a second term that will expire September 2015
- Taylor Clark to a second term that will expire September 2015
- Lily Huo to a second term that will expire September 2015
- Michael Montalvo to a third term that will expire September 2015
- Jair Nino-Espino to a first term that will expire September 2015
- Lillie Rhodes to a first term that will expire September 2015
- Mrunal Shaw to a second term that will expire September 2015
- Robert Wood to a first term that will expire September 2015
- Maria Yagnye to a first term that will expire September 2015

Council Member Croskery seconded the motion and it carried unanimously.



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**SPECIAL RECOGNITION (ADDED)**

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**EPPEs RECREATION CENTER/JACKIE ROBINSON LEAGUE**

Mayor Thomas, along with Council Members Smith and Glover, announced an initiative to address substandard conditions at the Eppes Recreation Center which had become particularly apparent during the Jackie Robinson League games where parents were having to yell information from the announcer's box due to the lack of a public address system. The Eppes Center is the most used facility in the City, not only by youth programs such as the Jackie Robinson League, but also by senior citizens and other groups. Rather than await the availability of City funding, private businesses were approached and 16 of those have written checks over the past week to fully fund a sound system for the Eppes Recreation Center and the Jackie Robinson League program. Additionally, Pair Sound Systems – Harry Pair – will be donating the labor to install the system. Mayor Thomas stated the contributions must be accepted through a non-profit agency, so the Jack and Jill Educational Foundation has volunteered to serve as the conduit for these funds. He then presented the checks to Mary Patterson from the Jack and Jill Foundation, who will in turn write a check to cover the cost of the sound system.

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**NEW BUSINESS**

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**PUBLIC HEARINGS**

**ORDINANCE TO ANNEX BROOK HOLLOW, SECTION 4, PHASE 1 INVOLVING 7.7713 ACRES LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DICKINSON AVENUE EXTENSION AND BROOK HOLLOW DRIVE – (Ordinance No. 14-054)**

Community Development Director Merrill Flood showed a map depicting the proposed annexation area, which is located within Greenville Township in voting district #2. The property is currently vacant with no population. A population of 40 people is estimated at full development. Current zoning is R6A-RU (Residential[Medium Density Multi-family]), with the proposed use being 18 duplex lots. Present tax value is \$116,181, with tax value at full development estimated at \$416,181. The property is located within Vision Area F.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:17 pm and invited anyone wishing to speak in favor to come forward.



Steve Spruill – No Address Given

Mr. Spruill, who indicated he is the surveyor for the proposed project, stated he is available should anyone have any questions.

Hearing no one else wishing to comment in favor of the proposed annexation, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 7:18 pm.

Council Member Blackburn moved to adopt the ordinance to annex Brook Hollow, Section 4, Phase 1 involving 7.7713 acres located at the northwest corner of the intersection of Dickinson Avenue Extension and Brook Hollow Drive. Council Member Croskery seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX LANGSTON WEST, SECTION 6, PHASE 1 INVOLVING 4.4763 ACRES LOCATED AT THE CURRENT TERMINUS OF BIRCH HOLLOW DRIVE – (Ordinance No. 14-055)

Community Development Director Flood showed a map depicting the proposed annexation area, which is located within Winterville Township in voting district #2. The property is currently vacant with no population. A population of 24 people is estimated at full development. Current zoning is R9S (Residential-Single-family), with the proposed use being 11 single-family lots. Present tax value is \$160,374, with tax value at full development estimated at \$427,374. The property is located within Vision Area E.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:19 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, Mayor Thomas invited anyone wishing to speak in opposition to come forward. Also hearing no one, Mayor Thomas closed the public hearing at 7:20 pm.

Council Member Croskery moved to adopt the ordinance to annex Langston West, Section 6, Phase 1 involving 4.4763 acres located at the current terminus of Birch Hollow Drive. Council Member Blackburn seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX NORTHWEST COMMERCIAL PARK INVOLVING 5.871 ACRES LOCATED 275+ FEET NORTH OF THE INTERSECTION OF ALLEN ROAD AND GREENVILLE BOULEVARD – (Ordinance No. 14-056)

Community Development Director Flood showed a map depicting the proposed annexation area, which is located within Arthur Township in voting district #2. The property is currently vacant with no population. No population is estimated at full development. Current zoning is CH (Heavy Commercial), with the proposed use being 4,300+/- square



feet of fast food restaurant. Present tax value is \$67,326, with tax value at full development estimated at \$497,326. The property is located within Vision Area E.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:21 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, Mayor Thomas invited anyone wishing to speak in opposition to come forward. Also hearing no one, Mayor Thomas closed the public hearing at 7:22 pm.

Council Member Croskery moved to adopt the ordinance to annex Northwest Commercial Park involving 5.871 acres located 275+ feet north of the intersection of Allen Road and Greenville Boulevard. Council Member Smiley seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY HENRIETTA SMITH TO REZONE 1.3109 ACRES LOCATED NORTH OF THE INTERSECTION OF OLD FIRE TOWER ROAD AND BELLS CHAPEL ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CH (HEAVY COMMERCIAL) – (Ordinance No. 14-057)

Planner Chantae Gooby stated Henrietta Smith has requested to rezone 1.309 acres located north of the intersection of Old Fire Tower and Bells Chapel Road from RA20 (Residential-Agricultural) to CH (Heavy Commercial). The subject area is located in Vision Area D.

According to Ms. Gooby, Charles Boulevard is considered a “gateway corridor” beginning at the intersection of Fire Tower Road and continuing south. Gateway corridors serve as primary entranceways into the city and help define community character. Gateway corridors may accommodate a variety of intensive, large-scale uses, in appropriately located focus areas with lower intensity office and/or high-density residential development in the adjacent transition areas.

Ms. Gooby stated that the Future Land Use Plan Map recommends C (Commercial) along the southern right-of-way of Charles Boulevard (Highway 43 East) from its intersection with Fire Tower Road to just beyond Signature Drive. It further recommends OIMF (office/institutional/multi-family) and HDR (High-density residential) respectively for the interior areas south of Charles Boulevard. There is a designated regional focus area at the intersection of Arlington Boulevard and Fire Tower Road. These areas are intended to contain 400,000+/- square feet of conditioned floor space. The subject property is considered part of the regional focus area at the Arlington Boulevard/Fire Tower Road/Charles Boulevard focus area.

Based on possible uses permitted by the requested zoning classification, Ms. Gooby stated the proposed rezoning classification could generate 1,982 trips to and from the site via



Charles Boulevard, which is a net increase of 1,925 additional trips per day. During the review process, measures to mitigate traffic impacts will be determined.

In 1989, the subject property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20. It presently serves one mobile home residence. Water and sanitary sewer are located in the right-of-way of Old Fire Tower Road. There are no known historical designations on the site, nor are there any known environmental conditions/constraints.

Surrounding land uses and zoning are as follows:

North: CH – Greenville Auto World

South: OR – Bells Fork Crossing Apartments

East: CH – Greenville Auto World; CG - Vacant

West: RA20 – One (1) single-family residence

Ms. Gooby stated under the current zoning (RA20), the site could yield no more than six single-family lots. Under the proposed zoning (CH), the site could accommodate 9.060+/- square feet of conventional restaurant and/or retail space. The anticipated build-out time is within 1-2 years.

Ms. Gooby stated that, in staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. "In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest. Staff recommends approval of the requested rezoning; however, Ms. Gooby stated the Planning and Zoning Commission voted to deny the request at its August 19, 2014, meeting.

Council Member Blackburn stated that it appears the Future Land Use Plan Map shows this property as commercial. She asked Ms. Gooby to expand on the Planning and Zoning Commission's reasons for voting to deny the request.

Ms. Gooby stated their concern was that traffic would be using Old Fire Tower Road, which is a small, two-lane, rural street. When this property is developed, staff would expect they would put the traffic onto Charles Boulevard. Greenville has what is called a cross-access easement which allows a neighboring business to use connective parking lots that allow patrons to go from one business to the next without having to go back out onto the street. Staff would anticipate use of something like that.

Mayor Thomas declared the public hearing for the proposed rezoning open at 7:29 pm and invited anyone wishing to speak in favor to come forward.



Jim Hopf – No Address Given

Mr. Hopf stated he represents both the applicant, who is one of the owner's heirs and lives in Washington, DC, and Tim Sutton, who is the owner/operator of the adjacent property. He stated that traffic concerns will be dealt with through a cross-access easement. Mr. Sutton supports the rezoning request and has agreed to provide traffic ingress and egress through Greenville Auto World. With regard to commercial issues, the Planning & Zoning Commission indicated a desire to control the type of commercial use on this property. Mr. Hopf said that bufferyard and setback requirements will be adhered to and he feels this flows with the character of the area and is consistent with both the Horizons Plan and the Future Land Use Plan Map.

Council Member Smiley asked if the access easements have already been granted. Mr. Hopf stated they have not, simply because the parties involved did not wish to incur the legal expenses associated with that in the event the rezoning request was not approved.

Ken Malpass – No Address Given

Mr. Malpass, who is surveying the property, stated that the original owner passed away in the spring without a will, so the property must go through probate before a final easement can be done. The purpose of this request is to lease the land for additional cars.

Hearing no one else wishing to comment in favor of the application to rezone, Mayor Thomas invited comment in opposition. Hearing none, Mayor Thomas closed the public hearing at 7:43 pm.

Council Member Blackburn moved to adopt the ordinance to rezone 1.3109 acres located north of the intersection of Old Fire Tower Road and Bells Chapel Road from RA20 (Residential-Agricultural) to CH (Heavy Commercial). Council Member Glover seconded the motion, which passed by unanimous vote.

ORDINANCE TO AMEND THE ZONING ORDINANCE TO ADD MENTAL HEALTH, EMOTIONAL OR PHYSICAL REHABILITATION DAY PROGRAM FACILITIES AS A SPECIAL USE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT – (Ordinance No. 14-058)

Chief Planner Tom Weitnauer stated that currently, mental health, emotional or physical rehabilitation day program facilities are not allowed in the CG (General Commercial) zoning district, but are permitted by right in the MI (Medical Institutional) and MS (Medical Support) zoning districts and permitted as a special use in the MO (Medical Office), MCG (Medical General Commercial), MCH (Medical Health Commercial), OR (Office Residential), CD (Downtown Commercial), CDF (Downtown Commercial Fringe), and CH (Heavy Commercial) zoning districts.





Mr. Weitnauer said that Jason and Jeannette Barnett of Paradigm, Inc. have requested a zoning ordinance text amendment to allow the land use "Mental health, emotional or physical rehabilitation day program facilities" as a special use in the CG (General Commercial) zoning district.

Staff researched the history of text amendments for that land use category while reviewing the proposed text amendment. The last time the zoning ordinance was amended for this land use category was on September 10, 2009 by the adoption of Ord. No. 09-75. The 2009 text amendment was prepared to respond to an increasing volume of applicants wishing to operate State-licensed day treatment facilities and other similar type mental health facilities in the City's jurisdiction. At that time, there was no definition for this type of use, and it became necessary to adopt a definition since the previous use was originally created to be an institutional facility. As a solution, staff found it necessary to create specific definitions to alleviate any administrative inconsistency, rather than continue considering such proposed uses under a catch-all land use category in the zoning ordinance called, *"other activities; personal services not otherwise listed."* To that end, the 2009 text amendment added a new land use category, *"Mental health, emotional or physical rehabilitation day program facility"* to the table of uses and codified it under Title 9, Chapter 4, Article D, Part 3, Sec. 9-4-78, Table of Uses, Appendix A, (8)(C)ff.(1). More specifically, the 2009 text amendment distinguished which zoning districts the "Mental health, emotional or physical rehabilitation day program facility" would be permitted in as either a permitted use, as indicated in the Table of Uses by the letter "P," or which zoning districts the use would be allowed in as a special use, as indicated in the table by the letter "S."

After reviewing the September 10, 2009 staff report to the City Council for Ord. No. 09-75, it is apparent Planning Division staff intended to allow "Mental health, emotional or physical rehabilitation day program facility" as a special use in the CG (General Commercial) zoning district. All of the zoning categories listed in the staff report were integrated in the 2009 ordinance in Section 2, except the CG (General Commercial) zoning district as the staff report indicated was intended. Therefore, it appears there was an error in the ordinance as an "S," indicating a special use, should have been added under the CG zoning district in the Table of Uses for the land use codified as (8)(C)ff.(1), mental health, emotional, or physical rehabilitation day program facility."

Mr. Weitnauer stated that adoption of this new text amendment will correct the previous error of omission in Ord. 09-75, Section 2 by adding CG (General Commercial) as a zoning district that permits mental health, emotional and physical rehabilitation day program facilities as a special use. In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizons: Greenville's Community Plan. The Planning and Zoning Commission voted to approve the request at its August 19, 2014, meeting.

Mayor Thomas declared the public hearing for the proposed text amendment at 7:53 pm and invited anyone wishing to speak in favor to come forward.



Jason Barnett – No Address Given

Mr. Barnett, CEO/Co-owner of Paradigm, stated they have been in business 12 years in Greenville and they've been providing day programs as part of their services. They must be licensed by the State to operate. In their previous office, they had to get a special use permit to run their programs. Now they are moving to a new location, so they need the text amendment so they can get the permit.

Hearing no one else wishing to comment in favor of the proposed text amendment, Mayor Thomas invited comment in opposition. Hearing no one, Mayor Thomas closed the public hearing at 7:54 pm.

Upon motion by Council Member Blackburn and second by Mayor Pro-Tem Mercer, the City Council voted unanimously to recommend of the ordinance to amend the Zoning Ordinance to add mental health, emotional or physical rehabilitation day program facilities as a special use in the CG (General Commercial) district, to advise that it is consistent with the comprehensive plan and other applicable plans, and to adopt the staff report which addresses plan consistency and other matters.

DRAFT 2013-2014 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT  
PARTNERSHIP PROGRAM FUNDS

Community Development Director Flood stated the Housing Division is in the process of completing the annual Consolidated Annual Performance and Evaluation Report (CAPER), which is mandated by the US Department of Housing and Urban Development (HUD). The CAPER is designed to assist municipalities in assessing how effective they were throughout the year in affordable housing, community development and economic development. The end-of-year report summarizes activities for the 2013-2014 fiscal year. Federal funding for the program year was as follows:



<u>Project</u>	<u>HOME</u>	<u>CDBG</u>
1. Administration	\$ 35,797.60	\$170,289.60
2. Owner-Occupied Rehab	\$200,815.00	\$370,158.40
3. Public Service	\$0	\$ 75,000.00
4. Community Housing Dev. Org.	\$ 53,696.40	\$0
5. Economic Development	\$0	\$137,000.00
6. Revitalization	\$0	\$ 99,000.00
7. Multi-Family Development	\$ 50,000.00	\$0
8. Public Facility	\$0	\$0
9. Down Payment Assistance	\$ 17,667.00	\$0
10. <i>Estimated Program Income</i>	<i>\$ 10,000.00</i>	<i>\$ 20,000.00</i>
<b>TOTAL</b>	<b>\$367,976.00</b>	<b>\$871,448.00</b>

Activities accomplished during the reporting period included the following:

- Seventeen (17) owner-occupied home rehabilitations completed
- Three (3) down payment assistance (deferred loans) were administered
- Three (3) Small Business Competition deferred loans were administered
- Five (5) homes were cleared of Lead-Based Paint Hazards
- Five (5) public services grants were awarded to public service agencies serving low-income clients
- Nine (9) substandard properties were acquired
- Six (6) substandard units were demolished and removed
- One (1) displaced tenant was relocated
- One (1) public facility improvement was completed
- One (1) new single-family home was sold

The end-of-year report outlines the City's progress in providing affordable housing, establishing and maintaining suitable living environments, and the expansion of economic opportunities.

Mayor Thomas declared the public hearing for the consolidated annual performance and evaluation report open at 7:58 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, Mayor Thomas invited anyone wishing to speak in opposition to come forward. Also hearing no one, Mayor Thomas closed the public hearing at 8:00 pm.

Council Member Smith moved to accept the 2013-2014 Consolidated Annual Performance and Evaluation Report. Council Member Glover seconded the motion, which passed by unanimous vote.



## **PUBLIC COMMENT PERIOD**

Mayor Thomas opened the public comment period at 8:02 pm, explaining procedures which should be followed by all speakers.

### Nancy Colville – 103 Lord Ashley Drive

Ms. Colville expressed her concern about the potential transfer of \$1 million which is on the agenda for this City Council meeting. She stated she feels it is time to look at all of the City's funds and determine if some of the enhancement projects that are proposed in the bond referendum can be addressed with those funds. She said she supports the work to streets, feeling that the infrastructure is needed. If the City doesn't have money to address what it already has, it seems illogical to add enhancements. Economic Development needs to be addressed, but the City needs to bring in jobs in order to generate the money to sustain what is already here before adding enhancements that will require further upkeep and maintenance.

There being no one else present who wished to address the City Council, Mayor Thomas closed the public comment period at 8:04 pm.

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## **OTHER ITEMS OF BUSINESS**

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## **PRESENTATION ON THE GREENVILLE AREA TRANSIT (GREAT) SHORT-RANGE TRANSIT PLAN**

Transit Manger Stephen Mancuso stated that a consultant was engaged about a year ago to develop a Short-Range Transit Plan (SRTP) for Greenville Area Transit (GREAT) services. Numerous stakeholders were involved in developing the plan, which documents a series of service improvements. The plan has been presented to and accepted by the Public Transportation and Parking Commission.

Mr. Mancuso discussed the following goals of the SRTP:

- Continue to focus on needs of existing dependent riders
- Create new partnerships
- Attract new riders
- Enhance bus stop amenities
- Include service to high-growth and development nodes
- Improve bus system marketing and suggest strategies to increase revenue

Mr. Mancuso stated that, as a result of their extensive public outreach efforts in the development process, several ideas emerged as being important to the public:



- Increase frequency to 30 minutes on all routes
- Establish protocols to supply more shelters and benches
- Provide semester passes for PCC students
- Series of route adjustments

Mr. Mancuso stated that some of these desired changes have zero net cost and some are already funded, but others will depend on the availability of future federal, state and local funding dollars.

RESOLUTION AUTHORIZING THE CONVEYANCE OF CITY-OWNED PROPERTIES LOCATED AT 901 AND 905 BANCROFT AVENUE TO THE GREENVILLE HOUSING DEVELOPMENT CORPORATION – (Resolution No. 049-14)

Community Development Director Merrill Flood stated the City owns multiple parcels along Bancroft Avenue which are located within the West Greenville Certified Redevelopment Area and are part of the Lincoln Park Neighborhood Redevelopment. In January of this year, the City Council set fair market value on 16 parcels within this area. Since that time, staff has solicited bids to construct on those parcels. Greenville Housing Development Corporation (GHDC) won two bids to construct affordable, single-family homes on two parcels. Staff is recommending conveyance of the parcels by means of private sale to the Greenville Housing Development Corporation in accordance with the provisions of the North Carolina General Statutes.

Director Flood reviewed the terms on an agreement which outlines project timelines. He stated that homes must be built no later than 120 days after parcels have been transferred to the organization. Moreover, the organization has 20 days to obtain a building permit after the transfer has been completed. GHDC has indicated they have several potential homebuyers. They intend to have tenants in the home by the deadline noted in the agreement. The agreement further states that each builder has 30 months to occupy the home.

According to Director Flood, the current appraised value of 901 Bancroft Avenue is \$11,000, and 905 Bancroft Avenue is \$9,800. The terms of the agreement indicate conveying the lots to GHDC is in exchange for the construction of 2 affordable single-family homes. The homes must meet the City of Greenville's new home standards.

Director Flood stated the GHDC intends to use its own resources and funding to construct the new homes. Moreover, they will be implementing a documented City objective within the West Greenville Certified Redevelopment Area. The disposition of real property by private sale to a public entity or a private entity carrying out a public purpose is authorized by the North Carolina General Statutes.



Developing partnerships is a primary objective for the Housing Division, as noted in the most recent 2013-2018 Consolidated Plan. Partnerships will allow the City to leverage additional dollars, share resources and expertise, and develop programs that will truly benefit the community. The City has been successful in partnering with GHDC in the past.

Council Member Blackburn moved to convey city-owned properties located at 901 and 905 Bancroft Avenue to the Greenville Housing Development Corporation. Council Member Croskery seconded the motion, which passed by unanimous vote.

#### BUDGET DISCUSSION FOR USING \$1,000,000 OF THE VEHICLE REPLACEMENT FUND

Council Member Smith stated many concerns have been raised about what is being done to move Greenville forward, and much attention has been focused on the Vehicle Replacement Fund in particular. The City has never spent \$7 million on vehicles in one year. The most spent in a single year has been \$3 million, she thinks. Recently, the City Council – by vote of some – imposed a 2¢ tax increase, but that still does not provide adequate funding for all quality of life improvements that citizens want. During the budget process, the City Council voted to use \$1 million of the Vehicle Replacement Fund to help balance the budget.

Council Member Smith stated she would prefer to be part of a Council of action rather than a Council of words. She then offered a motion to allocate \$1 million from the Vehicle Replacement Fund as follows: \$350,000 for South Greenville Recreation Center, \$350,000 for the Town Common, \$150,000 for Economic Development and \$150,000 for the first phase of the river study. Council Member Glover seconded the motion.

Council Member Blackburn commended Council Member Smith for her selection of several worthy projects, but stated she could not support the motion at this time because she fully expects this fund and all other City funds to be reviewed during the budget process in the spring and feels it is more appropriate to make an allocation such as this during the budget process.

Council Member Glover stated in her 13 years on the City Council, there have been many occasions on which the City Council dipped into reserved funds for valid needs. She stated she has had many emails from citizens asking why the City Council is raising taxes when there is this much money on hand.

Mayor Pro-Tem Mercer stated he would prefer to look at all the City's funds during the Spring budget process. He then referenced a staff memo provided the day before which indicated that Standard & Poors has affirmed the City's credit rating, but expressed a cautionary note expecting the City to retain its structural balance, along with its reserves, otherwise the credit rating could go down.



Council Member Croskery stated he has looked at this fund carefully and feels it has been good for the community. The City is taking good care of its vehicles and keeping them a little longer than initial projections. While there is a fairly large balance at present as a result of putting in more than has been spent, there will be times when more is spent than what is put in. He stated he can accept that this fund can be trimmed somewhat, but feels it should be done during a budget process with consideration given to tweaking the formula properly. All of the needs raised by Council Member Smith are important needs, but none are urgent. The longest budget discussion held this year for what the City Council hoped to fund but couldn't was staff salaries. All of these factors need to be taking into consideration in a bigger picture process. Council Member Croskery stated he is totally in favor of trimming this fund, but like Mayor Pro-Tem Mercer, he feels that should occur during the budget process.

Mayor Thomas stated the concept of a Vehicle Replacement Fund is an area where he feels Greenville is ahead of the curve. Those cities who do have a similar fund have significant efficiencies, but he questioned why Greenville is the outlier with such a significant balance. He said he feels this should have been addressed in the last budget process, and if it had, perhaps the City Council could have avoided the tax increase. He stated he looks forward to being in a position next year to potentially repeal all or at least some of the tax increase implemented this past year and to be able to present a bond that citizens can enthusiastically endorse.

Council Member Smiley observed that the motion appears to essentially be a \$1 million increase in spending without any new revenue funds to cover it.

Council Member Smith asked if, in the past 2 years, the City has spent below its 14% target. Financial Services Director Bernita Demery stated the City has not spent below the target.

Upon conclusion of discussion, Council Member Smith's motion to allocate \$1 million from the Vehicle Replacement Fund as follows: \$350,000 for South Greenville Recreation Center, \$350,000 for the Town Common, \$150,000 for Economic Development and \$150,000 for the first phase of the river study failed by a vote of 2 to 4 with Council Members Smith and Glover casting the only affirmative votes.

#### CITY COUNCIL MEETING SCHEDULE FOR 2015 (Continued from 09/18/2014)

City Clerk Carol Barwick presented two options for the 2015 meetings schedule to the City Council for consideration. She stated that Option 1 reflects dates based on language in the City Code, adjusted to accommodate known conflicts, eliminates date conflicts with City-observed holidays and deletes the third meetings in both November and December, as Council directed on Monday night. Option 2 resulted from discussion with the City Manager and eliminates the third meetings in most months since those are frequently



unnecessary and end up being cancelled. She pointed out that the schedule can be amended at a later date if an additional meeting is needed, or a special meeting can be called if something must be addressed on short notice.

Following a general discussion of the merits of each option, with consideration given to potential conflicts with Council Members' personal calendars, Council Member Blackburn moved to adopt the schedule presented as option 1 (as shown below). Council Member Smiley seconded the motion, which resulted in a split vote with Mayor Pro-Tem Mercer and Council Members Blackburn and Smiley voting in favor and Council Members Smith, Glover and Croskery voting against. Mayor Thomas voted in favor of the motion, breaking the tie with a final vote of 4 to 3.



**CITY OF GREENVILLE**  
**2015 SCHEDULE OF CITY COUNCIL MEETINGS**  
(All meetings are held in the Council Chambers unless otherwise noted)

January 12 - 6:00 PM  
January 15 - 7:00 PM  
January 23 - 4:30 PM - (Planning Session, City Hall Gallery/Conf. Room 337)  
January 24 - 8:30 AM - (Planning Session, City Hall Gallery/Conf. Room 337)

February 9 - 6:00 PM  
February 12 - 7:00 PM  
February 23 - 6:00 PM

March 16 - 6:00 PM  
March 19 - 7:00 PM  
March 23 - 6:00 PM

April 6 - 6:00 PM  
April 9 - 7:00 PM  
April 20 - 6:00 PM (Joint City/GUC, GUCBoard Room)

May 11 - 6:00 PM  
May 14 - 7:00 PM

June 8 - 6:00 PM  
June 11 - 7:00 PM  
June 22 - 6:00 PM

August 10 - 6:00 PM  
August 13 - 7:00 PM  
August 24 - 6:00 PM

September 10 - 7:00 PM  
September 21 - 6:00 PM (Joint City/GUC, GUCBoard Room)

October 5 - 6:00 PM  
October 8 - 7:00 PM  
October 19 - 6:00 PM

November 9 - 6:00 PM  
November 12 - 7:00 PM

December 7 - 6:00 PM (Post-election organizational meeting)  
December 10 - 7:00 PM





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**COMMENTS FROM THE MAYOR AND CITY COUNCIL**

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

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**CITY MANAGER'S REPORT**

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City Manager Lipscomb thanked the Police Department for organizing the 9/11 commemorative event earlier in the day.

City Manager Lipscomb also reminded the City Council that the next meeting would be a joint session with the Greenville Utilities Commission (GUC) on Monday, September 22, 2014 at 6:00 pm in the GUC Board Room.

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**ADJOURNMENT**

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Council Member Smith moved to adjourn the meeting, seconded by Council Member Croskery. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 9:43 p.m.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk



# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

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**Title of Item:** Resolution accepting dedication of rights-of-way and easements for Langston West, Section 5 and Parkside Bluffs, Lot 8

**Explanation:** **Abstract:** This item proposes a resolution to accept dedication of rights-of-way and easements for Langston West, Section 5 and Parkside Bluffs, Lot 8.

**Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Langston West, Section 5 (Map Book 77 at Page 84) and Parkside Bluffs, Lot 8 (Map Book 76 at Page 14). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

**Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2014-2015 budget.

**Recommendation:** Adopt the attached resolution accepting dedication of rights-of-way and easements for Langston West, Section 5 and Parkside Bluffs, Lot 8.

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

**Attachments / click to download**

- [Langston West Section 5](#)
- [Parkside Bluffs Lot 8](#)
- [October 2014 Right of Way Resolution 987506](#)

RESOLUTION NO.

A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF  
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160A-374 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

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

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Langston West, Section 5  
Parkside Bluffs, Lot 8

Map Book 77  
Map Book 76

Page 84  
Page 14

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 6<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

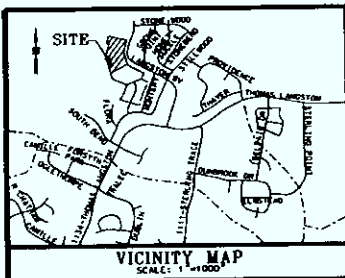
NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the 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 Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal this the 6<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**SITE DATA**

NUMBER OF LOTS CREATED.....11  
 TOTAL AREA IN TRACT.....4.6382 AC  
 AREA IN COMMON AREA.....0  
 AREA IN PARKS, RECREATION AREAS AND THE LIKE.....0

Doc ID: 012177860001 Type: CDP  
 Recorded: 01/08/2014 at 10:41:24 AM  
 File No.: 82-00 Page 2 of 1  
 PITT COUNTY, NC  
 LIBA P. NICHOLS REG. OF DEEDS  
 77 84

**COPY**

- NOTES:**
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSES OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
  - ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
  - THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM PANEL NUMBER 37204646001, PRELIMINARY DATE JUNE 8, 2011.
  - UTAH STAKES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED. NO POINTS SET ALONG THE WESTERN RIGHT-OF-WAY OF ROUNDING BEND ROAD.
  - NO PERMANENT STRUCTURES, INCLUDING BUT NOT LIMITED TO SUBDIVISION STORAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY DRAINAGE EASEMENT SHOWN ON THIS PLAN WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE. PUBLIC WORKS DEPARTMENT.
  - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THEREOF, 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 ENOUGH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
  - THERE IS A NEW SIDEWALK EASEMENT TO RUN PARALLEL TO THE WESTERN RIGHT-OF-WAY OF ROUNDING BEND ROAD. THE EASEMENT IS TO EXTEND FROM THE WESTERN RIGHT-OF-WAY TO 1' INSIDE LOTS 294, 297, 298, 299, 300, AND 338.

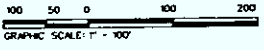
**CURVE DATA**

C1	C2	C3
R= 300.00' Δ= 127°34'49" L= 65.00' Ch= 107°37'55" 64.87'	R= 350.00' Δ= 127°15'08" L= 74.64' Ch= 61°09'44" 74.50'	R= 350.00' Δ= 117°28'28" L= 106.54' Ch= 156°31'05" 106.13'
C4	C5	C6
R= 25.00' Δ= 90°00'54" L= 39.28' Ch= 70°14'05" 35.36'	R= 25.00' Δ= 90°00'39" L= 39.28' Ch= 13°45'55" 35.36'	R= 25.00' Δ= 90°00'54" L= 39.28' Ch= 10°14'05" 35.36'
C7	C8	C9
R= 25.00' Δ= 90°00'54" L= 39.28' Ch= 157°45'55" 35.36'	R= 400.00' Δ= 17°02'27" L= 118.57' Ch= 15°42'51" 118.53'	R= 400.00' Δ= 99°52'38" L= 68.96' Ch= 03°15'18" 68.87'
C10	C11	
R= 400.00' Δ= 62°44'31" L= 19.14' Ch= 03°03'16" 19.14'	R= 350.00' Δ= 12°20'51" L= 15.43' Ch= 10°35'58" 15.28'	

**LEGEND**

- MPS - NO POINT SET
- ES - EXISTING IRON STAKE
- ETR - EXISTING IRON ROD
- CH - CHORR
- PT - POINT OF TANGENCY
- PC - POINT OF CURVATURE
- Δ - DELTA
- R - RADIUS
- BC - BACK OF CURB
- AC - ACRES
- L - CURVE LENGTH
- C - CENTERLINE
- R/W - RIGHT-OF-WAY
- EPW - EXISTING PARKER KALON NAIL
- NIS - NEW IRON STAKE
- CC - CONTROL CORNER
- NSW - HOLE IN THE SIDEWALK
- SPW - SET PARKER KALON NAIL
- NPW - NO POINT FOUND

SOUTHWEST ELEMENTARY SCHOOL  
 PH 76020  
 PITT COUNTY  
 O.B. 2281, Pg. 34  
 M.B. 59, Pg. 119

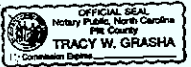
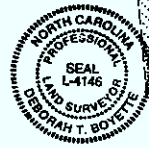


A PORTION OF PARCEL NUMBER 69714  
 REFERENCE: DEED BOOK 1859, PAGE 119 AND  
 MAP BOOK 62, PAGE 181

SHEET 1 OF 1

**MAP FOR RECORD**  
**LANGSTON WEST**  
 SECTION 5

GREENVILLE, WINTERVILLE TWP., PITT COUNTY, NORTH CAROLINA



OWNER: *Daniel Koch*  
*Ruthann Smith*  
 OWNER: *Daniel Koch*  
*Ruthann Smith*



**SURVEYOR'S CERTIFICATION**

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAN AND THE SURVEY THEREON WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1978, AS AMENDED, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1978, AS AMENDED, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1978, AS AMENDED.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAN AND THE SURVEY THEREON WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1978, AS AMENDED, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1978, AS AMENDED, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1978, AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 31st DAY OF OCTOBER, 2013.

SIGNED: *Deborah T. Boyette*  
 PROFESSIONAL LAND SURVEYOR L-4146

<b>OWNER: BILL CLARK HOMES OF GREENVILLE, LLC</b> 200 E. ARLINGTON BLVD. GREENVILLE, NC 27858 12521 355-5805	
SURVEYED-DTB	APPROVED-DTB
DRAWN: G	DATE: 9-12-13
CHECKED-DTB	SCALE: 1" = 100'

<b>SOURCE OF TITLE</b> THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:	
DEED BOOK 1851 PAGE 119	
DEED BOOK 1851 PAGE 119	
DEED BOOK 1851 PAGE 119	

<b>OWNERS STATEMENT</b> THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF	
SEE ABOVE SIGNATURES	
SWORN AND SUBSCRIBED TO BEFORE ME THIS 31st DAY OF <u>October</u> , 2013.	
NOTARY PUBLIC, MY COMMISSION EXPIRES ON	

<b>APPROVAL</b> THIS FINAL PLAN, 13-42, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 11th DAY OF DECEMBER, 2013.	
SIGNED: <i>Daniel Koch</i>	

<b>DEDICATION</b> THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAN AND ALLOTMENT TO BE A FREE ACT AND DEED AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAN.	
SIGNED: SEE ABOVE SIGNATURES	
ATTEST: <i>[Signature]</i>	

<b>REVIEW OFFICER'S CERTIFICATE</b> I, <i>Angela Thomas</i> , REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.	
REVIEW OFFICER: <i>Angela Thomas</i>	
DATE: 10/1/13	





# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Ordinance amending the Manual of Fees for Right-of-Way Excavation and Restoration Permit Fee

**Explanation:** **Abstract:** The current Utility Cut Permit has been revised and renamed Right-of-Way Excavation and Restoration Permit to account for all construction work being done within the City's road rights-of-way. A \$250 fee is proposed in addition to the cost of actual repair of existing pavement, curb and gutter, and concrete surfaces that are impacted due to utility repair or installation or other construction activity. The proposed fee is for the review and approval of the permit, as well as inspection of soil compaction prior to final repair. The fee will be required for each permit application prior to the beginning of construction activity.

**Explanation:** The current Utility Cut Permit has been revised and renamed Right-of-Way Excavation and Restoration Permit to account for all construction work being done within the City's road rights-of-way.

A \$250 fee is proposed in addition to the cost of actual repair of existing pavement, curb and gutter and concrete surfaces that are impacted due to utility repair or installation, or other construction activity. The cost of the final repair (asphalt pavement repair, overlay, if required) and concrete repair/replacement is currently covered in the Manual of Fees. The proposed fee covers the review and approval of the permit application prior to the beginning of construction activity. The fee is to cover the administrative cost of personnel time by the Divisions of Street Maintenance, Engineering, Traffic Services, and Public Works Administration to review, approve, and process each application.

The processing and approval of each application includes the initial review of the application by the Street Maintenance Division Superintendent (may include a site visit, if deemed necessary); review of the submitted traffic control plan and detour plan by the City Traffic Engineer; review of the extent of impact to the City street by the City Engineer to determine if an overlay will be required in

addition to the pavement patch; review of any potential impacts to the City's storm drainage system as a result of the proposed work by the City's Storm Water Engineer; and, lastly, a site visit by a Street Maintenance Division Technician to inspect and test the backfilled trench to insure compliance with the permit compaction requirements.

The new permit is a more comprehensive approach to right-of-way encroachment and construction in that it establishes very strict compliance with regard to construction methods within the City's rights-of-way and how traffic control is handled while the construction work is being done. The Public Works Street Maintenance Division does the final repair to the asphalt and concrete surfaces after the utility provider's contractor has completed their work and restored the site to the condition as specified in the permit. The permit applicant typically will submit the application with the \$250 fee, and the Street Maintenance Division will review and process the application. Then, when the utility provider or contractor notifies us that the work is complete, the Street Maintenance Division personnel or on-call contractor will make the final repair. Upon completion of the final repair, the Street Maintenance Division will prepare an invoice for the completion of this work.

**Fiscal Note:**

The fee received from the permit applications will be used to offset the cost of personnel from the Divisions of Street Maintenance, Engineering, Traffic Services, and Public Works Administration.

**Recommendation:**

Staff recommends approval of the attached ordinance to amend the Manual of Fees to include the addition of a permit fee for the Right-of-Way Excavation and Restoration Permit.

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 [Amendment Manual of Fees RW Permit 988845](#)



ORDINANCE NO. 14 –

AN ORDINANCE AMENDING THE MANUAL OF FEES  
RELATING TO RIGHT-OF-WAY EXCAVATION AND RESTORATION PERMIT

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

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

Section 1. That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by adding the following fee relating to the application of a Right-of-Way Excavation and Restoration Permit to the current fees associated with the repair of asphalt and concrete curb and gutter and concrete cuts associated with the repair or installation of underground utilities within the City of Greenville rights-of-way:

<b>Account Number</b>	<b>Code</b>	<b>Service</b>	<b>Fee</b>
010-0000-340-03-05	USC	The application fee for a Right-of-Way Excavation and Restoration Permit	250.00

Section 2. This ordinance shall become effective upon its adoption.

This the 6<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk



# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Resolution declaring certain police equipment as surplus and authorizing its disposition to the Town of Bethel

**Explanation:** **Abstract:** The Police Department routinely has surplus equipment that must be handled through the proper surplus procedures. This resolution will remove the specified surplus equipment from storage at Public Works and provide needed resources to the Town of Bethel Police Department.

**Explanation:** As equipment ages out of service, it is stored at the Public Works facilities to await surplus equipment procedures and/or auction. The equipment identified below no longer meets the needs of the Greenville Police Department. However, the Bethel Police Department is in need of resources such as these to outfit their vehicles. In order to remove the items from surplus storage and provide aid to a neighboring agency, the following items will be sold to the Bethel Police Department for \$1.00:

- four light bars
- four consoles
- three switch panels
- one siren speaker

This will ensure all aspects of the surplus requirements are met and that the items permanently reside with the Bethel Police Department.

**Fiscal Note:** \$1.00 in revenue will be received from the Town of Bethel.

**Recommendation:** Approve the resolution authorizing disposition of the specified surplus items to the Town of Bethel.

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 [Resolution to sell vehicle equipment to Bethel P.D. 988030](#)

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RESOLUTION NO. \_\_\_\_\_-14

RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS  
AND AUTHORIZING ITS DISPOSITION TO THE TOWN OF BETHEL

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

WHEREAS, the Town of Bethel can put this property to use; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the hereinafter described property is declared as surplus to the needs of the City of Greenville and that said property shall be conveyed to the Town of Bethel for one dollar (\$1.00), said property being described as follows:

- 4 light bars
- 4 consoles
- 3 switch panels
- 1 siren speaker

This the 6<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

#988030



# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Ball field cooperative use agreement with First Christian Church

**Explanation:** **Abstract:** The 2012 agreement with the First Christian Church that has allowed the Recreation and Parks Department to utilize First Christian Church's ball field for its youth baseball program expired on September 30, 2014. This agreement has been of great benefit to the department and the participants in the "Greenie League" program, so staff and the Recreation and Parks Commission recommend that Council approve a new agreement for a three-year period.

**Explanation:** As a community service, in 2012 the First Christian Church developed a high-quality baseball field on their property on 14th Street for use by local residents.

Church representatives contacted the Recreation and Parks Department to determine whether access to this field would be beneficial to the City's youth baseball programs. Having an adequate number of fields for youth games and practices is an ongoing need, so staff eagerly met with these representatives and with them developed an agreement regarding Recreation and Parks' use of the facility.

An agreement was first created in 2012 but expired on September 30, 2014. A new agreement needs to be established in order to continue City use of this field. Attached is the proposed cooperative agreement regarding the use of this facility.

The department has been utilizing this field primarily for practices and games for the 400+ youngsters in the 8 and under "Greenie League." During baseball season, that use can exceed 16 hours per week.

This arrangement has been a real benefit to the Recreation and Parks baseball program and the youngsters and families it serves, and we continue to be grateful for First Christian Church's generous gift to the community.

At their September 10, 2014 meeting, the Recreation and Parks Commission

voted unanimously to recommend that City Council approve the new agreement with First Christian Church for a period of three (3) years.

**Fiscal Note:**

Some maintenance responsibilities, agreed to by Recreation and Parks staff (litter control, field marking, mowing, port-a-johns), will be absorbed by the Department's operating budget. Estimated in-kind value per year: \$8,000. Estimated materials value per year: \$1,000.

**Recommendation:**

Approve the agreement with First Christian Church for use of the church's ball field.

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[📎 Agreement GRPD 1st Christian 9 29 14 989098](#)

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**NORTH CAROLINA  
PITT COUNTY**

**COOPERATIVE AGREEMENT  
REGARDING ATHLETIC FIELD  
USE ON CHURCH PROPERTY**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Greenville, hereinafter referred to as "the City", and First Christian Church, by and through its Trustees, (Waightly Scales, Deborah Price, Fred Mattox) hereinafter referred to as the "Church". The purpose of this Agreement is for the Church to provide a youth baseball field to the City for programming purposes in exchange for field preparation and mowing.

**WHEREAS**, the Church has developed the property behind its building into an athletic field;

**WHEREAS**, the City continues to have a significant need for additional athletic fields for youth baseball and related athletic programming; and

**WHEREAS**, by entering into an agreement to these ends the City and the Church will be better able to grow its services to the youth of the City of Greenville,

**NOW, THEREFORE**, the City and the Church agree as follows:

**1. PREMISES**

1.1 Premises. The City hereby enters into this Agreement with the Church for the purpose of creating a joint use agreement to use and maintain the ball field on the Church property directly behind the Church building, said Church property being located at 2810 E. 14<sup>th</sup> Street, Greenville, North Carolina, and being described in the deed recorded in Book 1734, at Page 305, Pitt County Registry.

1.2 Ownership. The field will remain the property of the Church.

**2. TERM**

2.1 Term. The term of the Agreement shall be for a period commencing on November 1, 2014 and extending until October 31, 2017. Provided that all conditions and terms of this Agreement have been successfully and satisfactorily performed and both parties are in agreement, the City and the Church may agree to renew this Agreement for a term to be agreed upon.

**3. THE CHURCH'S AND CITY'S BASIC SERVICE OBLIGATIONS**

3.1 Duties of Church:

3.1.1 Church Representative. The Church agrees to designate a Church Representative that will act as the primary point of contact between the Church

and the City. The purpose of this representative is to ensure that communications are accurate and consistent between these two organizations.

3.1.2 Utilities. The Church shall pay for any and all necessary utilities used on the athletic field.

3.1.3 Further Field Development. Should the Church decided that futher capital improvments are needed on the field, it is responsible for funding and performing all required work related to these capital improvements. The City has no responsibility for providing funding or support for these additional improvements. The Church has the final decision on determining the work which will be performed related to any additional improvements to the athletic field.

3.1.4 Other Field Improvements. If other needed work is identified by either party, the representatives will meet to negotiate the specific responsibilities of each party in addressing the identified need. However, the Church has the final decision on determining the work which will be performed related to additional needed work on the athletic field.

3.1.5 Non-Discrimination. The Church has adopted and will maintain and enforce a policy of non-discrimination for the use of its facilities on the basis of race, color, religion, sex, age, national origin, or disability.

3.1.6 “As-Builts”. Should additional capital improvements to the field be initiated by the Church, the Church agrees to provide the City with two (2) sets of accurate “as built” plan sets that show the improvements as constructed. These plans will include the location of all infrastructure and utility cutoffs that support the field.

3.1.7 Damages to Church Property. If significant damage occurs to field infrastructure or other Church property, the necessary repairs shall be made as soon as possible by the Church, but no later than 30 days after the damage occurs. If the Church determines that damage has occurred that is directly related to City work associated with routine field maintenance activities or City-sponsored activities, it must notify the City Representative within 24 hours of occurrence during normal business hours (Monday to Friday, 8:00 AM to 5:00 PM), or at the first opportunity on the next business day.

## 3.2 Duties of City

3.2.1 City Representative. The City agrees to designate a City Representative that will act as the primary point of contact between the Church and the City. The purpose of this representative is to ensure that communications are accurate and consistent between these two organizations.

3.2.2 Damages to Church Property. The City agrees to ensure that every effort will be made to not damage Church property when performing work associated with routine field maintenance or when conducting City-sponsored activities. If the Church notifies the City Representative after determining that damage has occurred to field infrastructure or other Church Property that is directly related to City work associated with routine field maintenance activities or City-sponsored activities, the City Representative will investigate the incident at his first



opportunity, but at least within 24 hours. If the City Representative agrees that the damage has occurred as a result of City work associated with routine field maintenance activities or City-sponsored activities, the City Representative and Church Representative shall meet and make a reasonable effort to agree upon an appropriate method to address the damage. The City shall be responsible for the expense to address the damage associated with routine field maintenance activities or City-sponsored activities.

**3.2.3 Professional Consultation.** The City agrees to assist the Church in providing professional consultation on specific turf cultural practices or field improvement programs as requested by the Church. The Church, and not the City, shall actually perform the recommended activities, and the City shall not be liable for problems that may arise as a result of these recommendations and/or activities.

**3.2.4 Routine Field Maintenance.** The City shall be responsible for performing the normal routine field maintenance practices of the City on athletic fields. The normal routine field maintenance practices will consist of installation of base pads, dragging the infield, marking the field for play, and the regular mowing of the grass. Additionally, the City will fertilize the field per its normal program (once or twice per year, depending on need), and apply pre-emergent herbicide at the appropriate time. The City may apply post-emergent herbicide if it is needed and within budget capacity; however, the City could need to seek financial assistance from the Church to accomplish this element.

**3.2.5 Infield Rebuilding.** While this is not considered normal routine field maintenance, the City will rebuild the infield of the field during the normal time this occurs on other City fields. This is typically during the winter. This work will occur on an “as needed” basis, in consultation with the Church Representative.

#### **4. OPERATING RESPONSIBILITIES**

**4.1 Church Representatives Not Employees of the City.** The Church, or employees or agents of the Church, acting under this Agreement are not employees of the City, nor shall they make any claim of right, privilege or benefit which would accrue to an employee of the City under the laws of the State of North Carolina.

**4.2 Safety.** The Church shall immediately correct any unsafe practices or safety concerns noted at the field. The City Representative shall immediately do a written report documenting these concerns and the corrective action taken. This report shall be made available to the Director of Recreation and Parks, and/or other appropriate City officials. If the safety concerns are a result of work associated with routine field maintenance or City-sponsored activities, the City will address the safety concerns in accordance with the provisions of Section 3.2.2.

**4.3 Periodic Meetings.** The Church Representative and the City Representative shall meet periodically to review each party’s performance under this Agreement and to conduct a site inspection to review and discuss any issues that may be present, and to

develop plans for facility maintenance and/or improvements. These Representatives shall also meet to coordinate City league and Church use schedules to ensure equitable field use for both parties and to avoid potential conflicts. They will also mutually agree on maintenance schedules performed by either party. Every effort will be made by both parties to ensure event schedules and maintenance functions do not conflict with the other party's use needs. A written report that is jointly developed and signed/dated by both parties will be generated at the conclusion of these meetings. This report shall detail those discussions and the agreements made during those discussions.

4.4 Equitable Field Use. As compensation for the City's consultation on field maintenance practices, and for the routine maintenance functions the City performs, the City will be granted the right to schedule baseball games or other compatible activities on the Church's athletic field. The Church Representative and City Representative shall meet periodically to develop those schedules to each party's mutual satisfaction. However, if there is a conflict which cannot be resolved, the Church has the right of first refusal when the schedule is developed.

4.5 Access to Utilities/Required Mechanical Equipment. The City shall have access to any mechanical equipment located on the Church property required for the maintenance and operation of the athletic field. This shall include, but not be limited to, irrigation controllers, water cutoffs, electrical cutoffs, lighting controllers, or other necessary mechanical equipment.

4.6 Dispute Resolution. Any dispute arising out of the conduct of this Agreement shall first be attempted to be settled through negotiations by appointed representatives of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall mutually agree on a third person to chair the panel. The dispute panel shall thereafter decide the dispute with the majority prevailing. No organization shall have recourse to the courts unless an attempt has been made to settle the dispute under the mechanism set forth herein.

4.7 Modification. This Agreement may be modified or amended at any time upon the mutual written consent of the parties. A copy of any such written consent shall be appended to this Agreement and by this reference incorporated herein.

4.8 Complete Expression. This Agreement, and any written attachments or amendments thereto, constitutes the complete contractual expression of the parties, and any oral representations or understandings not incorporated herein are excluded and non-binding.

## **5. HOLD HARMLESS AND INDEMNIFICATION**

5.1 Church Indemnification. The Church agrees to indemnify, defend and hold harmless the City, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the Church's operations or its services hereunder, including any Worker's

Compensation suits, liability or expense, arising from or connected with services performed on behalf of the Church by any person pursuant to this Agreement. The Church's duty to indemnify the City shall survive the expiration or other termination of this Agreement.

5.2 City Indemnification. The City agrees to indemnify, defend and hold harmless the Church, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the City's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of the City by any person pursuant to this Agreement. The City's duty to indemnify the Church shall survive the expiration or other termination of this Agreement.

## 6. INSURANCE

### 6.1 Church Insurance.

6.1.1 Insurance. The Church shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) authorized to do business in the State of North Carolina, and a certificate of insurance providing evidence of such programs shall be delivered to the City on or before the effective date of this Agreement.

#### Workers' Compensation:

The Church shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance for all employees employed by the Church as required by the North Carolina General Statutes.

#### Public Liability and Property Damage:

The Church shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Agreement, whether such operation by the Church or by any subcontractor, or by anyone directly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person, and \$1,000,000 for property damage.

6.1.2 Breach of Contract. Failure on the part of the Church to procure or maintain required insurance shall constitute a breach of contract upon which the City may immediately terminate this Agreement. Conduct of operations shall not commence until the Church has complied with the aforementioned insurance requirements.

6.1.3 No Cancellation. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Church to furnish insurance during the term of this Agreement. No less than ten (10) days prior to the expiration of any such policy, a signed and complete certificate of insurance providing evidence that coverage has been renewed or extended shall be filed with the City.

## 6.2 City Insurance.

6.2.1 Insurance. The City shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) authorized to do business in the State of North Carolina, and a certificate of insurance providing evidence of such programs shall be delivered to the Church on or before the effective date of this Agreement.

### Workers' Compensation:

The City has a Workers' Compensation Insurance policy. The City will maintain during the life of this Agreement Workers' Compensation Insurance for all employees employed by the City as required by the North Carolina General Statutes.

### Public Liability and Property Damage:

The City has a self-insured retained limit of \$250,000 for liability coverage and secures excess liability coverage above the self-insured retained limit pursuant to an umbrella insurance policy. The City will maintain during the life of this Agreement excess liability coverage above the self-insured retained limit in an amount of not less than \$1,000,000 in order to protect from claims for damage for personal injury, excluding accidental death, as well as from claims for property damages which may arise from operations under this Agreement, whether such operation by the City or by any subcontractor, or by anyone employed by either of them.

6.2.2 Breach of Contract. Failure on the part of the City to procure or maintain required insurance shall constitute a breach of contract upon which the Church may immediately terminate this Agreement. Conduct of operations shall not commence until the City has complied with the aforementioned insurance requirements.

6.2.3 No Cancellation. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the City to furnish insurance during the term of this Agreement. No less than ten (10) days prior to the expiration of any such policy, a signed and complete certificate of insurance providing evidence that coverage has been renewed or extended shall be filed with the Church.

**7. TERMINATION**

7.1 Agreement Termination. The City or the Church may terminate this Agreement at any time for any reason by giving a minimum of twenty-one (21) days written notice to the other.

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

**FIRST CHRISTIAN CHURCH**

BY: \_\_\_\_\_ (SEAL)  
Waighty Scales, Trustee for First Christian Church

BY: \_\_\_\_\_ (SEAL)  
Deborah Price, Trustee for First Christian Church

BY: \_\_\_\_\_ (SEAL)  
Fred Mattox, Trustee for First Christian Church

**CITY OF GREENVILLE**

BY: \_\_\_\_\_  
Barbara Lipscomb, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David A. Holec, City Attorney

**PRE-AUDIT CERTIFICATION**

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

\_\_\_\_\_  
Bernita W. Demery, Director of Financial Services  
City of Greenville



# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

---

**Title of Item:** Resolution authorizing a grant application to the North Carolina Governor's Highway Safety Program

**Explanation:** **Abstract:** The Traffic Safety Unit of the Greenville Police Department desires to apply for federal grant funds to continue with the motorcycle safety program known as "Bike Safe." A resolution authorizing application for the grant must be adopted by City Council.

**Explanation:** Sergeant Mike Montanye of the Traffic Safety Unit is the Pitt County Coordinator for the NC Governor's Highway Safety Program. Bike Safe is one aspect of education that the Traffic Safety Unit uses to promote increased safety on the roadways of Greenville and Pitt County. Sergeant Montanye has researched the grant in question and will be competing for \$11,200 to further the efforts of the Bike Safe Program. City Council approval of the attached resolution will authorize the Police Department to apply for the grant.

**Fiscal Note:** If awarded, the grant will provide \$11,200 for use in the travel and teaching of the Bike Safe Program. Commodities will also be purchased if the grant is awarded to help better facilitate the training. This is a 100% federally-funded grant with no match or "in-kind" contribution needed by the City of Greenville.

**Recommendation:** Staff recommends approval of the resolution authorizing the Police Department to apply for the grant from the NC Governor's Highway Safety Program.

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**Attachments / click to download**

 [Resolution Authorizing GHSP Grant](#)

 [Local Government Resolution Gov. s Highway Safety 988881](#)

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Resolution

### North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the GREENVILLE POLICE DEPARTMENT (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that THE CITY OF GREENVILLE

(The Governing Body of the Agency)

GREENVILLE (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE GREENVILLE CITY COUNCIL IN OPEN MEETING ASSEMBLED IN THE CITY OF GREENVILLE, NORTH CAROLINA,

(Governing Body)

THIS      DAY OF OCTOBER, 20 14, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That SERGEANT MIKE MONTANYE is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 11,200.00 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and  
(Name and Title of Representative)  
(Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 as required by the project contract; and  
(Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_  
(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_  
(Clerk)

SEAL

DATE \_\_\_\_\_

## North Carolina Governor's Highway Safety Program Traffic Safety Project Contract – Form GHSP-01

### SECTION A – GENERAL INFORMATION

1. Name of Applicant Agency CITY OF GREENVILLE POLICE	4. Name of Project Contact Person for Agency Michael Montanye
2. Mailing Address of Applicant Agency DEPT. PO Box 7207 GREENVILLE, NC 27835-7207	5. Telephone Number of Contact Person * +1 (252) 916-3900
3. Physical Location of Agency * 500 South Greene Street	6. Cellphone or Alternate No 252-916-3786
8. Federal Tax ID Number / Type of Agency  Federal Tax ID Number: * 56-6000229 DUNS No : County: * PITT COUNTY  Type of Agency <input type="radio"/> State <input type="radio"/> Non-Profit <input type="radio"/> County <input type="radio"/> Higher Education <input checked="" type="radio"/> Municipality <input type="radio"/> Hospital	7. Email Address of Contact Person * mmontanye@greenvillenc.gov
9. Type of Application *  <input checked="" type="radio"/> Initial <input type="radio"/> Continuation Year: <input checked="" type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3+	10. Funding Share *  Federal %    100.00                      Local %        0.00

11. Project Title (Optional): Regional Bike Safe NC

12. Budget	Total Project Amount	Source of Funds	
		Federal Amount	State/Local Amount
Personnel Costs			
Contractual Services			
Commodities Costs	\$1,200.00	\$1,200.00	\$0.00
Other Direct Costs	\$10,000.00	\$10,000.00	\$0.00
Indirect Costs			
<b>Total Project Costs</b>	<b>\$11,200.00</b>	<b>\$11,200.00</b>	<b>\$0.00</b>

13. Specify How Non-Federal Share Will Be Provided:

Project Number: <u>MC-15-11-09</u>	CFDA#: <u>20. 600 - State and Community Highway Safety</u> Work Type: <u>Education</u>
---------------------------------------	---

### SECTION B – BUDGET DETAIL

#### Personnel Costs

#	Personnel Position	Salary
1		
2		
3		
4		
5		
6		
7		
8		

GHSP-01

9		
10		
<b>Total Salaries Cost:</b>		
<b>#</b>	<b>Personnel Fringe Benefits</b>	<b>Cost</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Total Fringe Benefits Cost:</b>		
<b>Total Personnel Costs:</b>		
<b>Contractual Services</b>		
<b>#</b>	<b>Contractual Service To Be Provided</b>	<b>Cost</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
<b>Total Contractual Services:</b>		
<b>Commodities Costs</b>		
<b>#</b>	<b>Commodities</b>	<b>Cost</b>
1	Bike safe decals for police bikes and BikeSafe alumnist	\$1,000.00
2	Certificate paper and other administrative supplies (printing)	\$200.00
3		
4		
5		
6		
7		
8		
9		
10		
11		

12				
Total Commodities Cost:				\$1,200.00
<b>Other Direct Costs</b>				
#	Equipment	Quantity	Cap Amount	Cost
1	Bike Safe NC Tent and Flag	1	\$2,100.00	\$2,100.00
2				
3				
4				
5				
6				
7				
8				
Total Equipment Cost				\$2,100.00
#	Other Items and Equipment Direct Cost			Cost
1	Bike Safe NC Table Cloth			\$500.00
2	BikeSafe Patches for Motor Officer Uniform Riding apparel			\$1,200.00
3	Police Motorcycle helmet			\$450.00
4	Maintenance on police motorcycle used to teach BikeSafe class			\$1,570.00
5	Fuel/off duty pay for assessors when teaching away from their agency			\$1,180.00
6				
7				
8				
Total Other Items and Equipment Direct Cost:				\$4,900.00
#	Travel			Cost
1	In-State Travel			\$1,500.00
2	Out-of-State Travel			\$1,500.00
Total Travel Cost:				\$3,000.00
Total Other Direct Costs:				\$10,000.00
<b>Indirect Costs</b>				
#	Indirect Costs			Cost
1				
2				
3				
4				
Total Indirect Costs				

**SECTION C – NARRATIVE DESCRIPTION OF THE PROJECT**

**Statement of Problem**

In North Carolina motorcycle collisions result in a large number of fatalities and injuries. Motorcycles represent 2.5 percent of all registered vehicles in North Carolina, but account for nearly 14 percent of all fatalities. BikeSafe NC and the North Carolina Governor's Highway Safety Program establishes a data base of statistical information and a contact list of Motor Officers in enforcement departments throughout the state by using 5 (five) Regional BikeSafe NC Liaisons.

BikeSafe NC is an initiative of the Governor's Highway Safety Program in partnership with law enforcement agencies and the motorcycle community to be proactive in reducing crashes and fatalities in North Carolina. BikeSafe liaisons are responsible for promoting BikeSafe NC traffic safety with law enforcement agencies and the citizens throughout their region.

As part of this application, GHSP requires all law enforcement agencies to enter traffic enforcement citation data for the past three years

**GHSP-01**

Year 20	Seat Belt Citations	DWI Citations	Speed Citations	CPS Citations
Year 20	Seat Belt Citations	DWI Citations	Speed Citations	CPS Citations
Year 20	Seat Belt Citations	DWI Citations	Speed Citations	CPS Citations

**Proposed Solution**

**Goal #1:** Reducing injuries and motorcycle fatalities

**Objectives:** 1. Promoting the BikeSafe NC program to the citizens of North Carolina  
 2. Make every attempt to establish multi-agency activities during each BikeSafe North Carolina class  
 3. Contact each Bike Safe Liaison so all BikeSafe Assessors in my region are aware of GHSP campaigns (i.e, "Motorcycle Safety Awareness Month")  
 4. Make BikeSafe Assessors aware of all upcoming BikeSafe NC classes and motorcycle safety events. (Follow-up contact will be made at least one month prior to each individual event.)

**Goal #2:** Monitor and stay on track with BikeSafe NC business

**Objectives:** 1. Conduct meetings with outside agency assessors within the region and set up demanding goals for assessors and area coordinators  
 2. Organize work to minimize the risk to others and team (travel routes, ect.)  
 3. Monitor and assist other agency BikeSafe NC programs  
 4. Determine certain functions and information that the website should have  
 5. Compare BikeSafe NC location training with crash statistics, motorcycle sales, registrations and fuel prices

**Goal #3:** Host a minimum of six BikeSafe NC classes while at the same time assist other agencies in participating in BikeSafe NC

**Objectives:** 1. Host BikeSafe classes and participate in teaching motorcycle safety with surrounding agencies.  
 2. Attend community events to promote BikeSafe NC  
 3. Promote BikeSafe NC through local media outlets.  
 4. Participate in all GHSP Campaigns and sponsored events

**GOAL#4:** Decrease motorcycle crashes in the region by percent for the FY 2014-2015

**Objectives** 1. Teaching BikeSafe to promote safety  
 : 2. Reach out to the motorcycle community to promote motorcycle safety  
 3. Target vehicles to make sure they are sharing the roadway for motorcycle safety  
 4. Participate in all GHSP sponsored events, as time and resources permit

Outlined below are the goals of the Governor's Highway Safety Program. Please identify which goal matches that of your highway safety project.

- The GHSP's goal is to reduce traffic-related fatalities by 25 percent from the 2005-2009 average of 1,505 to 1,129 by 2015.
- The GHSP's goal is to reduce alcohol-related fatalities by 35 percent from the 2005-2009 average of 445 to 289 by 2015.
- The GHSP's goal is to reduce unrestrained fatalities by 30 percent from the 2005-2009 average of 486 to 340 by 2015.
- The GHSP's goal is to reduce speed-related fatalities by 25 percent from the 2005-2009 average of 543 to 407 by 2015.
- The GHSP's goal is to reduce motorcycle fatalities by 25 percent from the 2005-2009 average of 166 to 124 by 2015.
- The GHSP's goal is to reduce teen driver fatalities by 30 percent from the 2005-2009 average of 255 to 179 by 2015.
- The GHSP's goal is to increase seat belt usage rate 2.5 percentage points to 92 percent by 2015.

**SECTION D – SCHEDULE OF TASKS BY QUARTERS**

List the schedule of tasks by quarters, referring specifically to the objectives listed in the narrative above. Tasks that extend beyond one quarter should specify the elements of the task that are to be performed for the specific quarters.

**First Quarter (October, November, December)**  
 Purchase necessary equipment  
 Host or assist in BikeSafe class  
 Release media information about BikeSafe nC  
 Participate in any community events to help promote highway safety and BikeSafe NC

**Second Quarter (January, February, March)**  
 Purchase necessary equipment  
 Host or assist in BikeSafe class

Release media information about BikeSafe nC  
Participate in any community events to help promote highway safety and BikeSafe NC

Third Quarter (April, May, June)  
Purchase necessary equipment  
Host or assist in BikeSafe class  
Release media information about BikeSafe nC  
Participate in any community events to help promote highway safety and BikeSafe NC

Fourth Quarter (July, August, September)  
Purchase necessary equipment  
Host or assist in BikeSafe class  
Release media information about BikeSafe nC  
Participate in any community events to help promote highway safety and BikeSafe NC

**Note:**

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

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**North Carolina Governor's Highway Safety Program  
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

**A. Federal Provisions**

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964;
  - (b) Title IX of the Education Amendments of 1972, as amended;
  - (c) 49 CFR Part 21, Non-Discrimination in Federally-assisted programs of the United States Department of Transportation, hereinafter referred to as "USDOT", as amended;
  - (d) 49 CFR Part 27, Rehabilitation Act of 1973, as amended; and
  - (e) The Age Discrimination Act of 1975, as amended.
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
  - (b) Office of Management and Budget, hereinafter referred to as "OMB", 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments;
  - (c) OMB Circular A-21, Cost Principles for Institutions of Higher Education;
  - (d) OMB Circular A-122 Cost Principles for Nonprofit Organizations;
  - (e) 5 U.S.C. §§ 1501-1508 and 5 CFR Part 151 "Political Activity of State and Local Offices, or Employees" (Hatch Act); and
  - (f) 23 U.S.C. §§ 313 Buy America
  - (g) NHTSA Highway Safety Grant Funding Guidance, as revised, February 2014 ([www.nhtsa.gov](http://www.nhtsa.gov)).
4. **Lobbying.** The Agency agrees to comply with the restrictions of lobbying members of Congress, 18 USC, Section 1913; Section 326 of the FY 2000 DOT Applications Act, prohibiting the use of USDOT Federal funds for "grass roots" lobbying campaigns to encourage third parties, members of special interest groups, or the general public to urge members of a State legislature to support or oppose a pending legislative or appropriations matter.
5. **Audits.**
  - (a) **Audit Required.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Subpart B, §\_\_\_\_.200. Guidance on determining Federal awards expended is provided in OMB Circular A-133, Subpart B, §\_\_\_\_.205.
  - (b) **Single Audit.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A-133, Subpart B, §\_\_\_\_.500, except when they elect to have a program-specific audit conducted in accordance with OMB Circular A-133, Subpart B, §\_\_\_\_.200, paragraph (c).
  - (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143-6.1.
6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
  - (a) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal Agency.

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(b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.

7. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments, and additions or amendments thereto. Agencies shall also adhere to the standards established by the Office of Management and Budget, and in particular, OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
8. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-21, Cost Principles for Institutions of Higher Education for determining costs applicable to grants and contracts with educational institutions.
9. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-122, Cost Principles for Non-profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
10. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and 45 CFR Subtitle A, Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

## B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule). Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule) and Executive Order 150 as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-6 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with



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a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.

5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
  - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
  - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
    - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
    - (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
  - (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Promotional or Other Materials.** Any promotional or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production. The cost of promotional materials is limited to a maximum of \$5.00 per item. Items in excess of \$5.00 may not be purchased without the expressed written approval of the GHSP.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
  - (a) **General.** Progress payments, based upon actual allowable costs for not less than one (1) month or more than three (3) months may be made upon receipt of an itemized invoice from the Agency on forms provided by the Department. The itemized invoice shall be supported by documentation of costs as prescribed by the Department.
  - (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
  - (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
  - (d) **Final Reimbursement Claims.** Final reimbursement claims must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
  - (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 49 CFR Part 18. Program income earned during the contract period shall be retained by the Agency and added to the funds committed to the project by the GHSP and

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be used to further eligible program objectives. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
  - (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests will be processed.
  - (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within thirty (30) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an incomplete Final Accomplishments Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, cost reimbursement requests will be processed.
  - (c) **Audit Reports.** Audit reports required in Section A-5 above shall be provided to the Department within thirty (30) days of completion of the audit.
14. **Out-of-State Travel.**
  - (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
  - (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
  - (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
  - (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
  - (a) **Tasks Required.** The following tasks must be included in Section D of this contract:
    - (i) A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
    - (ii) A minimum of one (1) impaired driving checkpoint per month;
    - (iii) A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.
    - (iv) Participation in all "Click It or Ticket" campaigns;
    - (v) Participation in all "Booze It & Lose It" campaigns;
    - (vi) Participation in any event or campaign as required by the GHSP.
    - (vii) An effort must be made to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.
  - (b) **Certifications Required.**
    - (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
    - (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
    - (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
  - (c) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies must submit a Monthly Enforcement Data Report on the form provided by

the Department. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

**16. Conditions for Local Governmental Agencies.**

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-5 above.

**17. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**18. Continued Federal and State Funding.**

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

**19. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

**20. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

**21. Department Held Harmless.**

- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

**22. Records Access and Retention.**

The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for three (3) years from the date of final payment from the Department, for such inspection and audit. Where any information required of the

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Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

23. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
  - (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
  - (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
  - (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
24. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, this contract may be canceled, terminated, or suspended in whole or in part by the Department, by giving the Agency thirty (30) days advanced written notice. The Department, before issuing notice of cancellation, termination, or suspension of this contract, may allow the Agency a reasonable opportunity to correct for noncompliance.
  - (b) **By the Agency.** The Agency may terminate this contract by providing thirty (30) days advanced written notice to the Department.
25. **Completion Date.**  
Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

26. **Signature.**  
By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

Resolution

### North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the GREENVILLE POLICE DEPARTMENT (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that THE CITY OF GREENVILLE

(The Governing Body of the Agency)

GREENVILLE (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE GREENVILLE CITY COUNCIL IN OPEN MEETING ASSEMBLED IN THE CITY OF GREENVILLE, NORTH CAROLINA,

(Governing Body)

THIS      DAY OF OCTOBER, 20 14, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That SERGEANT MIKE MONTANYE is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 11,200.00 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and  
(Name and Title of Representative)  
(Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 as required by the project contract; and  
(Local Cash Appropriation)
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_  
(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_  
(Clerk)

SEAL

DATE \_\_\_\_\_

## North Carolina Governor's Highway Safety Program Traffic Safety Project Contract – Form GHSP-01

### SECTION A – GENERAL INFORMATION

1. Name of Applicant Agency CITY OF GREENVILLE POLICE	4. Name of Project Contact Person for Agency Michael Montanye
2. Mailing Address of Applicant Agency DEPT. PO Box 7207 GREENVILLE, NC 27835-7207	5. Telephone Number of Contact Person * +1 (252) 916-3900
3. Physical Location of Agency * 500 South Greene Street	6. Cellphone or Alternate No 252-916-3786
8. Federal Tax ID Number / Type of Agency  Federal Tax ID Number: * 56-6000229 DUNS No : County: * PITT COUNTY  Type of Agency <input type="radio"/> State <input type="radio"/> Non-Profit <input type="radio"/> County <input type="radio"/> Higher Education <input checked="" type="radio"/> Municipality <input type="radio"/> Hospital	7. Email Address of Contact Person * mmontanye@greenvillenc.gov
9. Type of Application *  <input checked="" type="radio"/> Initial <input type="radio"/> Continuation Year: <input checked="" type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3+	10. Funding Share *  Federal %    100.00                      Local %        0.00

11. Project Title (Optional): Regional Bike Safe NC

12. Budget	Total Project Amount	Source of Funds	
		Federal Amount	State/Local Amount
Personnel Costs			
Contractual Services			
Commodities Costs	\$1,200.00	\$1,200.00	\$0.00
Other Direct Costs	\$10,000.00	\$10,000.00	\$0.00
Indirect Costs			
<b>Total Project Costs</b>	<b>\$11,200.00</b>	<b>\$11,200.00</b>	<b>\$0.00</b>

13. Specify How Non-Federal Share Will Be Provided:

Project Number: <u>MC-15-11-09</u>	CFDA#: 20. 600 - State and Community Highway Safety Work Type: <u>Education</u>
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### SECTION B – BUDGET DETAIL

#### Personnel Costs

#	Personnel Position	Salary
1		
2		
3		
4		
5		
6		
7		
8		

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9		
10		
<b>Total Salaries Cost:</b>		
<b>#</b>	<b>Personnel Fringe Benefits</b>	<b>Cost</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Total Fringe Benefits Cost:</b>		
<b>Total Personnel Costs:</b>		
<b>Contractual Services</b>		
<b>#</b>	<b>Contractual Service To Be Provided</b>	<b>Cost</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
<b>Total Contractual Services:</b>		
<b>Commodities Costs</b>		
<b>#</b>	<b>Commodities</b>	<b>Cost</b>
1	Bike safe decals for police bikes and BikeSafe alumnist	\$1,000.00
2	Certificate paper and other administrative supplies (printing)	\$200.00
3		
4		
5		
6		
7		
8		
9		
10		
11		

12				
Total Commodities Cost:				\$1,200.00
<b>Other Direct Costs</b>				
#	Equipment	Quantity	Cap Amount	Cost
1	Bike Safe NC Tent and Flag	1	\$2,100.00	\$2,100.00
2				
3				
4				
5				
6				
7				
8				
Total Equipment Cost				\$2,100.00
#	Other Items and Equipment Direct Cost			Cost
1	Bike Safe NC Table Cloth			\$500.00
2	BikeSafe Patches for Motor Officer Uniform Riding apparel			\$1,200.00
3	Police Motorcycle helmet			\$450.00
4	Maintenance on police motorcycle used to teach BikeSafe class			\$1,570.00
5	Fuel/off duty pay for assessors when teaching away from their agency			\$1,180.00
6				
7				
8				
Total Other Items and Equipment Direct Cost:				\$4,900.00
#	Travel			Cost
1	In-State Travel			\$1,500.00
2	Out-of-State Travel			\$1,500.00
Total Travel Cost:				\$3,000.00
Total Other Direct Costs:				\$10,000.00
<b>Indirect Costs</b>				
#	Indirect Costs			Cost
1				
2				
3				
4				
Total Indirect Costs				
<b>SECTION C – NARRATIVE DESCRIPTION OF THE PROJECT</b>				
<b>Statement of Problem</b>				
<p>In North Carolina motorcycle collisions result in a large number of fatalities and injuries. Motorcycles represent 2.5 percent of all registered vehicles in North Carolina, but account for nearly 14 percent of all fatalities. BikeSafe NC and the North Carolina Governor's Highway Safety Program establishes a data base of statistical information and a contact list of Motor Officers in enforcement departments throughout the state by using 5 (five) Regional BikeSafe NC Liaisons. BikeSafe NC is an initiative of the Governor's Highway Safety Program in partnership with law enforcement agencies and the motorcycle community to be proactive in reducing crashes and fatalities in North Carolina. BikeSafe liaisons are responsible for promoting BikeSafe NC traffic safety with law enforcement agencies and the citizens throughout their region.</p> <p>As part of this application, GHSP requires all law enforcement agencies to enter traffic enforcement citation data for the past three years</p>				



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Year 20	Seat Belt Citations	DWI Citations	Speed Citations	CPS Citations
Year 20	Seat Belt Citations	DWI Citations	Speed Citations	CPS Citations
Year 20	Seat Belt Citations	DWI Citations	Speed Citations	CPS Citations

Proposed Solution

Goal #1: Reducing injuries and motorcycle fatalities

Objectives: 1. Promoting the BikeSafe NC program to the citizens of North Carolina  
2. Make every attempt to establish multi-agency activities during each BikeSafe North Carolina class  
3. Contact each Bike Safe Liaison so all BikeSafe Assessors in my region are aware of GHSP campaigns (i.e, "Motorcycle Safety Awareness Month")  
4. Make BikeSafe Assessors aware of all upcoming BikeSafe NC classes and motorcycle safety events. (Follow-up contact will be made at least one month prior to each individual event.)

Goal #2: Monitor and stay on track with BikeSafe NC business

Objectives: 1. Conduct meetings with outside agency assessors within the region and set up demanding goals for assessors and area coordinators  
2. Organize work to minimize the risk to others and team (travel routes, ect.)  
3. Monitor and assist other agency BikeSafe NC programs  
4. Determine certain functions and information that the website should have  
5. Compare BikeSafe NC location training with crash statistics, motorcycle sales, registrations and fuel prices

Goal #3: Host a minimum of six BikeSafe NC classes while at the same time assist other agencies in participating in BikeSafe NC

Objectives: 1. Host BikeSafe classes and participate in teaching motorcycle safety with surrounding agencies.  
2. Attend community events to promote BikeSafe NC  
3. Promote BikeSafe NC through local media outlets.  
4. Participate in all GHSP Campaigns and sponsored events

GOAL#4: Decrease motorcycle crashes in the region by percent for the FY 2014-2015

Objectives 1. Teaching BikeSafe to promote safety  
: 2. Reach out to the motorcycle community to promote motorcycle safety  
3. Target vehicles to make sure they are sharing the roadway for motorcycle safety  
4. Participate in all GHSP sponsored events, as time and resources permit

Outlined below are the goals of the Governor's Highway Safety Program. Please identify which goal matches that of your highway safety project.

- The GHSP's goal is to reduce traffic-related fatalities by 25 percent from the 2005-2009 average of 1,505 to 1,129 by 2015.
- The GHSP's goal is to reduce alcohol-related fatalities by 35 percent from the 2005-2009 average of 445 to 289 by 2015.
- The GHSP's goal is to reduce unrestrained fatalities by 30 percent from the 2005-2009 average of 486 to 340 by 2015.
- The GHSP's goal is to reduce speed-related fatalities by 25 percent from the 2005-2009 average of 543 to 407 by 2015.
- The GHSP's goal is to reduce motorcycle fatalities by 25 percent from the 2005-2009 average of 166 to 124 by 2015.
- The GHSP's goal is to reduce teen driver fatalities by 30 percent from the 2005-2009 average of 255 to 179 by 2015.
- The GHSP's goal is to increase seat belt usage rate 2.5 percentage points to 92 percent by 2015.

**SECTION D – SCHEDULE OF TASKS BY QUARTERS**

List the schedule of tasks by quarters, referring specifically to the objectives listed in the narrative above. Tasks that extend beyond one quarter should specify the elements of the task that are to be performed for the specific quarters.

First Quarter (October, November, December)  
Purchase necessary equipment  
Host or assist in BikeSafe class  
Release media information about BikeSafe nC  
Participate in any community events to help promote highway safety and BikeSafe NC

Second Quarter (January, February, March)  
Purchase necessary equipment  
Host or assist in BikeSafe class

Release media information about BikeSafe nC  
Participate in any community events to help promote highway safety and BikeSafe NC

Third Quarter (April, May, June)  
Purchase necessary equipment  
Host or assist in BikeSafe class  
Release media information about BikeSafe nC  
Participate in any community events to help promote highway safety and BikeSafe NC

Fourth Quarter (July, August, September)  
Purchase necessary equipment  
Host or assist in BikeSafe class  
Release media information about BikeSafe nC  
Participate in any community events to help promote highway safety and BikeSafe NC

**Note:**

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

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**North Carolina Governor's Highway Safety Program  
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

**A. Federal Provisions**

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964;
  - (b) Title IX of the Education Amendments of 1972, as amended;
  - (c) 49 CFR Part 21, Non-Discrimination in Federally-assisted programs of the United States Department of Transportation, hereinafter referred to as "USDOT", as amended;
  - (d) 49 CFR Part 27, Rehabilitation Act of 1973, as amended; and
  - (e) The Age Discrimination Act of 1975, as amended.
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
  - (b) Office of Management and Budget, hereinafter referred to as "OMB", 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments;
  - (c) OMB Circular A-21, Cost Principles for Institutions of Higher Education;
  - (d) OMB Circular A-122 Cost Principles for Nonprofit Organizations;
  - (e) 5 U.S.C. §§ 1501-1508 and 5 CFR Part 151 "Political Activity of State and Local Offices, or Employees" (Hatch Act); and
  - (f) 23 U.S.C. §§ 313 Buy America
  - (g) NHTSA Highway Safety Grant Funding Guidance, as revised, February 2014 ([www.nhtsa.gov](http://www.nhtsa.gov)).
4. **Lobbying.** The Agency agrees to comply with the restrictions of lobbying members of Congress, 18 USC, Section 1913; Section 326 of the FY 2000 DOT Applications Act, prohibiting the use of USDOT Federal funds for "grass roots" lobbying campaigns to encourage third parties, members of special interest groups, or the general public to urge members of a State legislature to support or oppose a pending legislative or appropriations matter.
5. **Audits.**
  - (a) **Audit Required.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Subpart B, §\_\_\_\_.200. Guidance on determining Federal awards expended is provided in OMB Circular A-133, Subpart B, §\_\_\_\_.205.
  - (b) **Single Audit.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A-133, Subpart B, §\_\_\_\_.500, except when they elect to have a program-specific audit conducted in accordance with OMB Circular A-133, Subpart B, §\_\_\_\_.200, paragraph (c).
  - (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143-6.1.
6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
  - (a) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal Agency.

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- (b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
7. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments, and additions or amendments thereto. Agencies shall also adhere to the standards established by the Office of Management and Budget, and in particular, OMB Circular A-87, Cost Principals for State, Local and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
  8. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-21, Cost Principles for Institutions of Higher Education for determining costs applicable to grants and contracts with educational institutions.
  9. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-122, Cost Principles for Non-profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
  10. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and 45 CFR Subtitle A, Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

**B. General Provisions**

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule). Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule) and Executive Order 150 as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-6 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with

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a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.

5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
  - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
  - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
    - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
    - (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
  - (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Promotional or Other Materials.** Any promotional or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production. The cost of promotional materials is limited to a maximum of \$5.00 per item. Items in excess of \$5.00 may not be purchased without the expressed written approval of the GHSP.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
  - (a) **General.** Progress payments, based upon actual allowable costs for not less than one (1) month or more than three (3) months may be made upon receipt of an itemized invoice from the Agency on forms provided by the Department. The itemized invoice shall be supported by documentation of costs as prescribed by the Department.
  - (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
  - (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
  - (d) **Final Reimbursement Claims.** Final reimbursement claims must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
  - (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 49 CFR Part 18. Program income earned during the contract period shall be retained by the Agency and added to the funds committed to the project by the GHSP and

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be used to further eligible program objectives. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
  - (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests will be processed.
  - (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within thirty (30) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an incomplete Final Accomplishments Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, cost reimbursement requests will be processed.
  - (c) **Audit Reports.** Audit reports required in Section A-5 above shall be provided to the Department within thirty (30) days of completion of the audit.
14. **Out-of-State Travel.**
  - (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
  - (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
  - (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
  - (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
  - (a) **Tasks Required.** The following tasks must be included in Section D of this contract:
    - (i) A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
    - (ii) A minimum of one (1) impaired driving checkpoint per month;
    - (iii) A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.
    - (iv) Participation in all "Click It or Ticket" campaigns;
    - (v) Participation in all "Booze It & Lose It" campaigns;
    - (vi) Participation in any event or campaign as required by the GHSP.
    - (vii) An effort must be made to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.
  - (b) **Certifications Required.**
    - (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
    - (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
    - (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
  - (c) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies must submit a Monthly Enforcement Data Report on the form provided by

the Department. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

**16. Conditions for Local Governmental Agencies.**

(a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.

(b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-5 above.

**17. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**18. Continued Federal and State Funding.**

(a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

(b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

**19. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

**20. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

**21. Department Held Harmless.**

(a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

(b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

**22. Records Access and Retention.**

The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for three (3) years from the date of final payment from the Department, for such inspection and audit. Where any information required of the

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Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

23. **Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
  - (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
  - (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
  - (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
24. **Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, this contract may be canceled, terminated, or suspended in whole or in part by the Department, by giving the Agency thirty (30) days advanced written notice. The Department, before issuing notice of cancellation, termination, or suspension of this contract, may allow the Agency a reasonable opportunity to correct for noncompliance.
  - (b) **By the Agency.** The Agency may terminate this contract by providing thirty (30) days advanced written notice to the Department.
25. **Completion Date.**  
Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

26. **Signature.**  
By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER





# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Section 5303 Planning Grant Funds

**Explanation:** **Abstract:** Each year, the City relies upon Section 5303 funding to help support the planning needs of the Greenville Area Transit (GREAT) system. Obtaining this funding requires the action recommended herein.

**Explanation:** The City of Greenville annually is awarded a planning grant to assist in conducting short-term and long-range planning for the City's bus service. The City's request for planning funds is submitted as part of the Greenville Urban Area Metropolitan Planning Organization annual Planning Work Program (PWP). This agreement provides Greenville Area Transit (GREAT) planning funds for FY 14-15. The Federal Transit Administration and the North Carolina Department of Transportation are the approving agencies for this grant. The Federal portion of the grant funds 80% of the cost of the program while the State funds 10%. These funds are used to support the salaries of the Transit Manager and the Transit Coordinator.

<b><u>Fiscal Note:</u></b>	Federal Share	\$37,448.00
	State Share	4,681.00
	Local Share	<u>4,681.00</u>
	<b>TOTAL</b>	<b>\$46,810.00</b>

**Recommendation:** Approve the resolution authorizing the municipal agreement for the Section 5303 Planning Grant Funds and authorize the City Manager to execute the agreement between the City of Greenville and the North Carolina Department of Transportation.

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

Attachments / click to download

 [FY\\_15\\_5303\\_Resolution\\_988187](#)

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RESOLUTION NO.  
RESOLUTION AUTHORIZING THE FY 2015 PLANNING WORK PROGRAM  
OF THE GREENVILLE URBAN AREA  
5303 Grant Program

A motion was made by Council Member \_\_\_\_\_  
and seconded by Council Member \_\_\_\_\_  
for the adoption of the following resolution, and upon being put to a vote, was duly adopted.

Whereas, a comprehensive and continuing transportation planning program must be carried out cooperatively in order to ensure that funds for transportation projects are effectively allocated to the Greenville Urban Area;

Whereas, the City of Greenville has been designated as the recipient of Federal Transit Administration Metropolitan Planning Program funds;

Whereas, the City of Greenville will comply with all requirements as set forth in the 5303 Planning Grant Program and appropriate applicable regulations or guidance;

NOW, THEREFORE, BE IT RESOLVED BY THE GREENVILLE CITY COUNCIL:

1. That the City Manager is authorized to execute this Agreement for Transit funding under the 5303 Planning Grant Program.
2. That the Mayor and/or City Manager are authorized to submit any additional information as the Federal Transit Administration or the North Carolina Department of Transportation may require in connection with this project.

ADOPTED this the 6<sup>th</sup> day of October, 2014.

\_\_\_\_\_  
Allen M. Thomas, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on October 6, 2014.

\_\_\_\_\_  
Carol L. Barwick, City Clerk

\_\_\_\_\_  
Date



# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Municipal agreement with the North Carolina Department of Transportation for sidewalk construction funds from the Safe Routes to School Program

**Explanation:** **Abstract:** The North Carolina Department of Transportation (NCDOT) is requesting an agreement from the City of Greenville to secure \$503,000 for sidewalk and pedestrian improvements at three different locations within the city.

**Explanation:** The City of Greenville requested funds from the NCDOT Safe Routes to School Program for sidewalk and pedestrian improvements at three different locations within the city. NCDOT will secure \$503,000 and has drafted this agreement to be approved and executed by the City of Greenville for the improvements. The agreement includes the participation of the City in the construction of the improvements. These locations include the installation of sidewalk and pedestrian improvements along the east side of Memorial Drive from Millbrook Street to Arlington Boulevard, the east side of Skinner Street to the north side of Norris Street, and the north side of 5th Street from Greens Mill Run to Beech Street (see attached map). The improvements include the installation of sidewalk, wheelchair ramps, lane widening, and a pedestrian bridge. The City's responsibilities include design, right-of-way acquisition, bidding, and construction management. The funds eligible for reimbursement are construction funds only.

Design will begin immediately, with construction scheduled to begin in summer 2015.


**Fiscal Note:** Funding for this project is \$503,000 Federal with no required City funds for construction. Design, right-of-way acquisition, bidding, and construction management will come from the budgeted sidewalk improvements account and are estimated to total \$50,000.


**Recommendation:** Approve the municipal agreement with NCDOT for sidewalk and pedestrian improvements.

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

**Attachments / click to download**

 [Sidewalks and Pedestrian Improvements Agreement](#)

 [Sidewalk Map](#)

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NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -  
FEDERAL**

PITT COUNTY

DATE: 8/11/2014

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: SR-5001CA

AND

WBS Element: CON 40924.3.F77

THE CITY OF GREENVILLE

FEDERAL-AID NUMBER: SRS-0220(74)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$503,000

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

**WITNESSETH:**

WHEREAS, Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes Safe Routes to School funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Pedestrian Access to serve schools in Pitt County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$503,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

## **1. GENERAL PROVISIONS**

### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

### **AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

### **LOCAL PUBLIC AGENCY TO PERFORM ALL WORK**

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

### **PERSON IN RESPONSIBLE CHARGE**

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

#### **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

#### **FAILURE TO COMPLY - CONSEQUENCES**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## **2. SCOPE OF PROJECT**

The Project consists of installation of the sidewalk and pedestrian improvements along the east side of Memorial Drive from Millbrook Street to Arlington Blvd, the east side of Skinner Street, north side of Norris Street and the north side of 5th Street from Greenmill Run to Beech Street.

The Department's funding participation in the Project shall be restricted to the following eligible items:



- Construction

as further set forth in this Agreement.

### **3. FUNDING**

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Five Hundred Three Thousand Dollars (\$503,000). The total estimated cost is \$503,000. The Municipality shall provide all costs that exceed the total estimated cost.

### **4. TIME FRAME**

The Municipality, and/or its agent, shall complete all work outlined in the Agreement within three years of authorization of Federal Construction funds. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

### **5. PRELIMINARY ENGINEERING AUTHORIZATION**

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

### **6. PROFESSIONAL AND ENGINEERING SERVICES**

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

## **PROCUREMENT POLICY**

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at [www.fhwa.dot.gov/legisregs/legislat.html](http://www.fhwa.dot.gov/legisregs/legislat.html) and [www.ncleg.net/gascritps/Statutes/Statutes.asp](http://www.ncleg.net/gascritps/Statutes/Statutes.asp).

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

## **SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS**

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

## **WORK BY ENTITY**

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

## 7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp) and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

## 8. DESIGN

### CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

## **9. RIGHT OF WAY / UTILITY AUTHORIZATION**

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

## **10. PROJECT LIMITS AND RIGHT OF WAY (ROW)**

### **SPONSOR PROVIDES ROW**

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

### **ROW GUIDANCE**

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at [www.fhwa.dot.gov/legregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legregs/directives/fapgtoc.htm); NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp); and the North Carolina Department of Transportation Right of Way Manual.

### **APPRAISAL**

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

### **CLEARANCE OF PROJECT LIMITS / ROW**

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all

damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

#### **RELOCATION ASSISTANCE**

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

#### **11. UTILITIES**

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

#### **12. RIGHT OF WAY CERTIFICATION**

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

#### **13. CONSTRUCTION AUTHORIZATION**

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

## **14. CONTRACTOR PROCUREMENT**

### **ADVERTISE FOR BIDS**

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at [www.fhwa.dot.gov/legregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legregs/directives/fapgtoc.htm); and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

### **CONSTRUCTION CONTRACTOR REQUIREMENTS**

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

### **CONSTRUCTION SUBCONTRACTOR REQUIREMENTS**

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

### **AWARDING CONTRACT**

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

### **DELAY IN PROCUREMENT**

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

### **FORCE ACCOUNT**

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference [www.fhwa.dot.gov/legregs/directives/cfr23toc.htm](http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm). North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at [www.ncleg.net/qascripts/Statutes/Statutes.asp](http://www.ncleg.net/qascripts/Statutes/Statutes.asp).

## **15. CONSTRUCTION**

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

### **CONSTRUCTION CONTRACT ADMINISTRATION**

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain

uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

#### **RETAINAGE**

The Municipality shall not retain any portion of a payment due the contractor.

#### **SIGNAGE**

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

#### **SITE LAYOUT**

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design ([www.usdoj.gov/crt/ada/stdspdf.htm](http://www.usdoj.gov/crt/ada/stdspdf.htm)).

#### **RIGHT TO INSPECT**

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.



### **CONTRACTOR COMPLIANCE**

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

### **CHANGE ORDERS**

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

### **SHOP DRAWINGS**

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

## **16. CLOSE-OUT**

Upon completion of the Project, the Municipality shall be responsible for the following:

### **FINAL INSPECTION**

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

### **FINAL PROJECT CERTIFICATION**

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

## **17. MAINTENANCE**

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Pedestrian access to serve schools in area, , or as required by an executed encroachment agreement.

## 18. REIMBURSEMENT

### SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

### REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 ([www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm)) and Office of Management and Budget (OMB) Circulars A-102 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at [www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm) and by Office of Management and Budget (OMB) Circular A-87 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

### REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$503,000 available to the Municipality under this Agreement. The Department will bill the Municipality for any costs that the Department incurs on the Project that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 ([http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners

cannot exceed the Department's rates in effect for the time period in which the work is performed.

## **BILLING THE DEPARTMENT**

### **▪ PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

### **▪ INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

### **▪ TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

### **▪ FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

## **19. REPORTING REQUIREMENTS AND RECORDS RETENTION**

### **PROJECT EVALUATION REPORTS**

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

### **PROJECT RECORDS**

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

## **20. OTHER PROVISIONS**

### **REFERENCES**

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

### **INDEMNIFICATION OF DEPARTMENT**

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

## **DEBARMENT POLICY**

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

## **TITLE VI - CIVIL RIGHTS ACT OF 1964**

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

## **OTHER AGREEMENTS**

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Safe Routes to School funds and obligations as approved by the Department under the terms of this Agreement.

## **E-VERIFY COMPLIANCE**

Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.

## **AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

#### **IMPROPER USE OF FUNDS**

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

#### **TERMINATION OF PROJECT**

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

#### **AUDITS**

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" ([http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)) and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

#### **REIMBURSEMENT BY MUNICIPALITY**

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within 60 days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance in accordance with NCGS 147-86.23.

#### **USE OF POWELL BILL FUNDS**

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

#### **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

## **AUTHORIZATION TO EXECUTE**

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

## **FACSIMILE SIGNATURES**

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

## **GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

## **21. SUNSET PROVISION**

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.



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

L.S. ATTEST:

THE CITY OF GREENVILLE

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

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

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

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

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

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

Approved by \_\_\_\_\_ of the City of Greenville as attested to by the signature of \_\_\_\_\_ Clerk of the \_\_\_\_\_ on \_\_\_\_\_ (Date)

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

(SEAL)

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

Federal Tax Identification Number

\_\_\_\_\_  
The City of Greenville

Remittance Address:

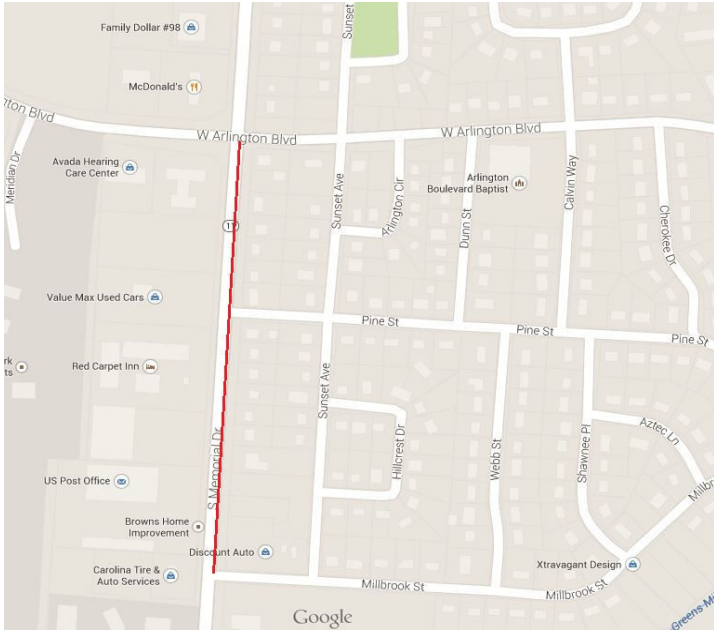
\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

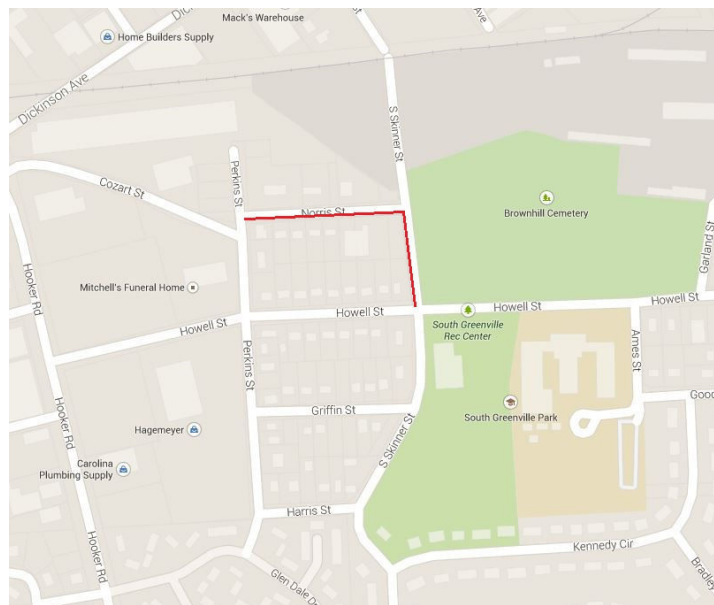
DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

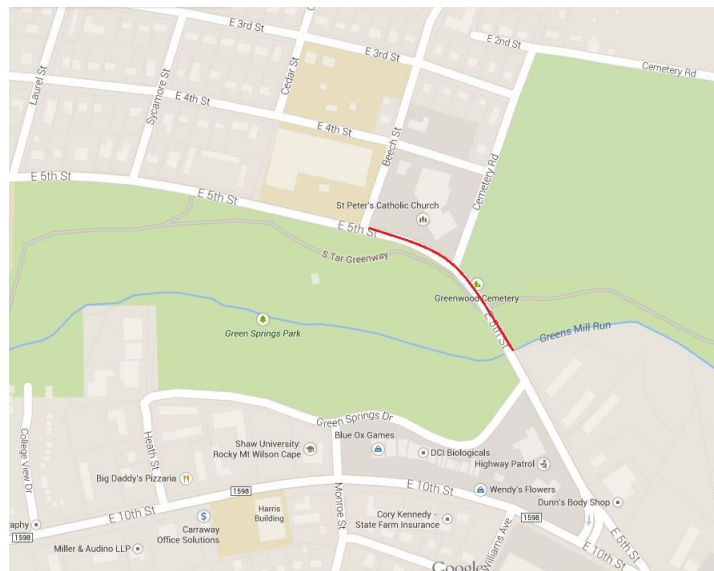
# SAFE ROUTES TO SCHOOL SIDEWALK CONSTRUCTION



East Side of Memorial Drive  
From Millbrook St to Arlington Blvd



East Side of Skinner Street  
North Side of Norris Street



North Side of Fifth Street  
From Greens Mill Run to Beech St



# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Contract award for Task Order 2 (final design) for the Town Creek Culvert Drainage Project

**Explanation:** **Abstract:** The City will analyze the current condition and capacity of the Town Creek Culvert and ultimately invest in rehabilitation, a new system, or a combination of both. The design contract for this project has three phases or task orders. Those task orders are as follows: study and preliminary design (awarded on October 7, 2013), final design, and construction administration services. Task 1 was completed and presented to City Council on August 11, 2014. Public Works is requesting City Council approve the fee for Task Order #2 and award a professional services contract to WK Dickson Co., Inc. in the amount of \$1,132,447.48 for the final design of the Town Creek Culvert.

**Explanation:** The Public Works Department solicited Requests for Qualifications (RFQ) in July 2013 from qualified engineering firms interested in providing professional services for the study, design, and construction administration for the Town Creek Culvert. In response to the RFQ, five (5) engineering firms/teams submitted proposals, from which three (3) teams were selected for interviews. After the interviews, the team lead by WK Dickson Co., Inc. from Cary, NC, was selected. The Town Creek Culvert design contract will have three phases (or task orders). The task orders are as follows:

- Task Order #1 – Study and Preliminary Design
- Task Order #2 – Final Design
- Task Order #3 – Construction Administration

Each task order will be negotiated upon the completion of the previous task.

The first task order for study and preliminary design (awarded on October 7, 2013) involved surveying and evaluating the condition of the existing stormwater drainage system, completing a drainage analysis, developing possible solutions, and providing a recommendation for rehabilitation and/or replacement improvements. This task was completed and presented to City Council on

August 11, 2014.

The second task order for final design will involve developing and preparing the necessary construction documents and completion of any right-of-way/easement acquisitions for the project; obtaining all applicable permitting; and supporting the City through the bidding, selection, and award process. Attached is the lump-sum fee proposal and the recommended scope of service for Task Order #2. The final design will begin immediately and is expected to be completed by September 2015 for submittal to the Local Government Commission.

The third and final task order is to provide construction administration services through final completion of the Town Creek Culvert Drainage Project improvements. This will be scoped and negotiated upon completion of Task Order #2.

**Fiscal Note:**

Design and construction administration services (Task Orders 1, 2 and 3) will be funded by the Stormwater Utility Fund. The City has been approved for a 0% interest loan up to \$9,959,308. If additional funds are necessary, they will be acquired through a revenue bond to minimize the immediate demand on the Stormwater Utility Fund. Phases and associated budget for Task Order #2 are as follows:

Construction Documents	\$445,969.01
Ancillary Services	\$48,605.34
Administration	\$56,450.08
Reimbursables	\$13,350.50
<b>BASE FEE:</b>	<b>\$564,374.93</b>
Field Surveys	\$10,000.00
Structural Design/Special Structures	\$262,327.45
Subsurface Utility Engineering	\$30,873.50
Property Acquisition	\$192,535.00
Ancillary Services	\$47,336.60
Additional Unspecified Services	\$25,000.00
<b>ADDITIONAL SERVICES:</b>	<b>\$568,072.55</b>
<b>TOTAL FEE:</b>	<b>\$1,132,447.48</b>

**Recommendation:**

City Council approve the fee for Task Order #2 of the Town Creek Culvert Drainage Project and award a professional services contract to WK Dickson Co., Inc. in the amount of \$1,132,447.48 for the final design of the Town Creek Culvert.

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

**Attachments / click to download**

 [Town Creek Culvert Task 2 Agreement](#)

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

# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**



ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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

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[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
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[www.agc.org](http://www.agc.org)

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

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date") between  
City of Greenville \_\_\_\_\_ ("Owner") and  
W. K. Dickson & Co., Inc. \_\_\_\_\_ ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
Town Creek Culvert – Task Order 2 – Design \_\_\_\_\_ ("Project").

Engineer's services under this Agreement are generally identified as follows:  
Final Design and Bidding/Negotiating Phase for Town Creek Culvert \_\_\_\_\_

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

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

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

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

instructions, reports, data, and information in performing or furnishing services under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### *3.01 Commencement*

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

#### *3.02 Time for Completion*

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

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### *4.01 Invoices*

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

#### *4.02 Payments*

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

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

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

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

### 5.02 *Designing to Construction Cost Limit*

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

### 5.03 *Opinions of Total Project Costs*

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

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

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

time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

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

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

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

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

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

#### 6.03 *Use of Documents*

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

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

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

#### 6.04 *Insurance*

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

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

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

#### 6.05 *Suspension and Termination*

##### A. *Suspension:*

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

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

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

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

## 6.06 *Controlling Law*

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



### 6.07 *Successors, Assigns, and Beneficiaries*

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

### 6.08 *Dispute Resolution*

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

### 6.09 *Environmental Condition of Site*

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

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

#### 6.10 *Indemnification and Mutual Waiver*

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

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

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

#### 6.11 *Miscellaneous Provisions*

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

### ARTICLE 7 – DEFINITIONS

#### 7.01 *Defined Terms*

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

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

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

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

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

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### 8.01 *Exhibits Included:*

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

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

### 8.02 *Total Agreement:*

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

### 8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

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



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

Owner:  
City of Greenville

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

By: Allen M. Thomas

By: Scott Whalen

Title: Mayor

Title: Vice President

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

Date: 9-30-14

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

Signed: 

Engineer License or Firm's  
Certificate No. F-0374  
State of: North Carolina

Address for giving notices:  
Public Works Department  
1500 Beatty Street / PO Box 7207  
Greenville, NC 27834

Address for giving notices:  
720 Corporate Center Drive  
Raleigh, NC  
27607

Designated Representative (Paragraph 8.03.A):  
Lisa Kirby, P.E.

Designated Representative (Paragraph 8.03.A):  
Scott Sigmon, P.E.

Title: Senior Engineer

Title: Project Manager

Phone Number: 252-329-4683

Phone Number: 919-782-0495

Facsimile Number: 252-329-3545

Facsimile Number: 919-782-9672

E-Mail Address: lkirby@greenvillenc.gov

E-Mail Address: ssigmon@wkdickson.com

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
David A. Holec, City Attorney

**PRE-AUDIT CERTIFICATION:**

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

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

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

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

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

## **Engineer's Services**

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

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

### **PHASE 1 – CONSTRUCTION DOCUMENTS**

#### **TASK 1 – PROJECT DEVELOPMENT (Included in Task Order #1 Fee Reallocation)**

#### **TASK 2 - FIELD SURVEYS**

##### **2.1 Supplemental Design Survey – *Additional Hourly Services***

A thorough above ground survey was completed during Phase I of the project; however, some minor additional survey will be needed during Phase II. The additional survey areas and specifics will be defined in a marked up version of the existing base mapping. All supplemental surveys will be performed in a similar protocol as Task Order 1. See Task Order 1 scope of services for details.

The Engineer shall supplement the field surveys that were previously collected under Task Order 1 – Phase 1 of the Planning Phase to complete the Design Phase of the Project. The supplemental survey shall include sufficient data within the agreed limits of the areas referenced in the project assumptions to complete the hydraulic analysis and evaluation of the alternatives and design of selected improvements and to develop construction plans and bid documents for the selected improvements. Supplemental survey shall also include sufficient data to complete all required real estate plats.

##### **2.2 Final Field Survey Submittal – *Additional Hourly Services***

The Engineer shall submit a draft hard copy of the final survey drawings (merged Planning and Supplemental Survey) at a 1" = 20' scale and an electronic copy of the survey drawing to the City for review and comment. The Engineer shall address City comments and provide the final survey data to the City in an electronic format and a reproducible copy. The electronic form shall be in the current version of AutoCAD and shall include all the digital drawing files, digital terrain model, and the points ASCII file.

A Professional Land Surveyor shall seal the reproducible copy and certify that it is a Class A survey. The drawing shall include all surveyed information from both the Planning and Design Phases, including control points. Information shall be distinguished by an adequate number of layers in accordance with the City's standard layers and symbols.

##### **2.3 Field Survey Project Administration (Included in Task Order #1 Fee Reallocation)**

#### **TASK 3 - SUBSURFACE INVESTIGATIONS**

##### **3.1 Geotechnical Subsurface Investigations**

In addition to the borings obtained in Phase I, the Engineer will drill a total of thirteen (13) Standard Penetration Tests (SPT) borings extending to a depth ranging from 10 feet to 30 feet (depending on location) or auger refusal. SPT borings will be drilled in accordance with AASHTO T-206-09 "Standard Method of Test for Penetration Test and Split-Barrel Sampling of Soils". Groundwater will be measured in each boring. It is estimated that we will have

approximately fourteen (14) borings for BMP locations to determine seasonal high water table and infiltration testing.

Subsurface conditions will be evaluated utilizing a truck mounted drill rig equipped with hollow stem augers and a diamond impregnated core barrel for pavement core analysis. Standard penetration tests will be performed at regular intervals in accordance with the American Association of State Highway Transportation Officials (AASHTO T-206-87).

Existing Pavement Assessment – The Engineer will perform an investigation of the existing pavement sections within travel lanes along the project corridor and at strategic locations along the alignment to investigate the presence and extents of any underlying old pavement sections. It is assumed that pavement cores will be drilled and analyzed at eleven (11) locations. Existing pavements will be assessed by collecting a pavement core, measuring pavement section component thicknesses to the nearest quarter-inch, measuring base course thickness, and performing a Kessler Dynamic Cone Penetrometer (KDCP) test on the subgrade soils. Pavement core / KDCP tests will be performed at each centerline SPT location prior to drilling the boring. Engineer will also perform pavement coring and KDCP tests at the SPT borings performed when located in existing pavements.

Laboratory Testing Program – Representative split spoon and bulk samples will be obtained to verify visual field classification and determine soil index properties. Bulk samples will be obtained at selected locations and analyzed in our laboratory for natural moisture, Atterberg limits, grain size, standard compaction, saturated conductivity, and soaked California Bearing Ratio Analysis (CBR). All laboratory testing will be performed in accordance with the latest (AASHTO) procedures.

After completion of the field investigation and laboratory testing program, the Engineer will prepare separate “Roadway Subsurface Inventory” and “Roadway Subsurface Recommendations” reports. The reports will be in general accordance with NCDOT Geotechnical Engineering Unit (GEU) Guidelines and will include subsurface conditions, field and laboratory test results, and recommendations for site preparation, general construction, and pavement section parameters and designs. The engineering reports will be sealed by a professional engineer registered in the State of North Carolina.

### **3.2 Subsurface Utility Engineering (SUE) – Unit Cost Services**

The Engineer shall secure and manage a consultant to perform subsurface utility location. All SUE work will be performed under direct supervision of registered professionals to help assure the quality, value, and usefulness of the data collected. It is assumed that previous efforts have identified horizontal locations of non-gravity utilities in the survey limits. Vertical locations (Quality Level A) will be obtained for those utility locations where conflicts are anticipated. Anticipated conflict locations will be provided by the Engineer to the SUE. A maximum of twenty (20) bore holes are anticipated for this task. Bore holes to identify underground conduit duct banks will require trenches to identify the outer horizontal limits and the depth of the duct bank and for the purposes of the unit cost services will be considered equivalent effort of two bore holes per each underground conduit duct bank vertical Quality Level A locate.

Common quality levels defined in the "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data", C/I ASCE Standard 38-02" are as follows: Utility Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. Precise horizontal and vertical locations as well as other utility attributes are shown on plan documents. Accuracy is typically set at 0.05' vertical, and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.

## **TASK 4 - DESIGN OF RECOMMENDED STORM DRAINAGE IMPROVEMENTS**

The Engineer shall refine/complete the design of recommended proposed storm drainage improvements identified during the Planning Phase and develop construction plans and supporting documents.

The recommended storm drainage improvements and limits of improvement areas are as shown in the Town Creek Culvert Final Report dated August 15, 2014 and will follow the alignment labeled 4B which includes the proposed outfall sized for the 25-yr storm event. Any additional storm drain system needed to meet roadway spread criteria and to accommodate existing catch basin connections to the proposed outfall system will be analyzed for the 10-yr storm.

### **4.1 Storm Drainage Improvements Design (Included in Task Order #1 Fee Reallocation)**

### **4.2 Storm Drainage Construction Plans & Supporting Documents (Included in Task Order #1 Fee Reallocation)**

### **4.3 Structural Design, Special Structures and Tunnel Rehabilitation (Junction Boxes Shall Be *Additional Hourly Services*)**

Various structural design elements will be needed to complete the construction plans. Engineer will prepare and complete structural plans and supporting documents for the following:

- a. Headwalls: The selected Alternate 4B includes a total of three (3) cast-in-place concrete headwalls.
  - Construction documents for individual headwalls will not be provided. Instead the three (3) headwalls will be grouped into two (2) headwall types based on various parameters (e.g. pipe sizes, retain height, wing geometry, etc.)
    - One (1) plan sheet for each of two (2) headwall groups – total of (2) plan sheets.
    - Rebar sizes and spaces will be shown. However, the headwalls will not be bar listed to NCDOT standards.
    - Contractor will provide shop drawings for the Engineer’s review during Phase 3.
  - Design calculations for two (2) unique headwalls
- b. Junction Boxes (Additional Hourly Services): The selected Alternate 4B includes a total of eighteen (18) cast-in-place concrete junction boxes.
  - Construction documents for individual junction boxes will not be provided. Instead the eighteen (18) junction boxes grouped into seven (7) junction boxes types based on various parameters (e.g. number of pipes, pipe sizes, pipe skew angles, depth of structure, amount of fill over structure, live load requirements, etc.)
    - One (1) plan sheet for each of seven (7) junction box groups – total of (7) plan sheets.
    - Rebar sizes and spaces will be shown. However, the junction boxes will not be bar listed to NCDOT standards.
    - Contractor will provide shop drawings for the Engineer’s review during Phase 3.
  - Design calculations for seven (7) unique junction boxes
- c. Concrete Drop Structure: The selected alternate 4B includes a cast-in-place concrete drop structure at the inlet of proposed twin 84” reinforced concrete pipes near station 14+00, upstream of East 3<sup>rd</sup> Street. The concrete drop structure includes the cast-in-place concrete headwall at the inlet to the proposed pipes.

- Construction documents for concrete drop structure and headwall
    - Two (2) plan sheets
    - Rebar sizes and spaces will be shown. However, the concrete drop structure and headwall will not be bar listed to NCDOT standards.
    - Contractor will provide shop drawings for the Engineer's review during Task Order 3.
  - Design calculations for concrete drop structure and headwall
- d. Culvert Rehabilitation: The selected alternate 4B includes the rehabilitation of approximately 875 LF by lining the existing culvert with a 36" reinforced concrete pipe surrounded by flowable fill.
- Construction documents for lining the existing culvert with a 36" reinforced concrete pipe surrounded by flowable fill
    - Two (2) plan sheets
- e. Temporary Shoring Recommendations: Temporary shoring may be required at various locations along the proposed path of the project due to the close proximity of existing buildings, walls and structures to the pipe location. Temporary shoring may also be required along the path of the existing culvert to remove sections of the structure.
- Coordinate with the team to determine the locations where temporary shoring will be required to remove sections of the existing culvert and to construct the proposed pipes and associated structures.
  - Coordinate with a specialty shoring contractor to determine the most cost effective shoring method(s) for this project.
  - Quantify the temporary shoring required for the project.
  - Locations of required temporary shoring will be shown on the drainage plan sheets

Bar listing and calculations of concrete quantities for the cast-in-place concrete headwalls, junction boxes, and concrete drop structure are not included in our scope of work and will be considered additional services. Temporary Shoring design is not included in our scope of work and will also be considered additional services.

#### **4.4 BMP Design - Additional Hourly Services**

Perform hydrologic and hydraulic analyses of all proposed BMPs referenced in the document titled "Town Creek Culvert CWSRF Categorical Green Stormwater Project" dated July 16, 2014, including Regenerative Stormwater Conveyance, Bioretention with IWS zone, Permeable Pavement, Sand Filter and a Rain Garden in accordance with the City of Greenville Storm Water Design Manual and NCDENR Storm Water Design Manual. To the extent possible, all known future impervious built out should be taken into account during design of this project.

#### **Modeling:**

- a. For all above mentioned BMPs, perform hydraulic calculations and hydrologic modeling to prepare discharge hydrographs for the 1-year, 2-year, 5-year, 10-year, 25-year, 50-year and 100-yr storm events using industry standard methodologies in accordance with the current versions of the City of Greenville Design Standards Manual and the NCDENR Storm Water Design Manual.
- b. Prepare routing calculations for each BMP type, including Regenerative Stormwater Conveyance, Bioretention with IWS zone, Permeable Pavement and a Sand Filter to demonstrate that each BMP captures the Water Quality Volume (WQv) and attenuates up to 10% of the pre-project peak flows.

- c. For all infiltration based BMPs, including Regenerative Stormwater Conveyance, Bioretention with IWS zone and Permeable Pavement, include calculations that estimate the total infiltration that will occur within these systems for each storm event.
- d. Finalize computations that are the basis of the proposed design and ensure that project design goals are achieved.
- e. A draft copy of the BMP H&H report will be submitted to the Owner summarizing the above stated H&H calculations, BMP design parameters including size, depth, material type and outflow control structure configurations. A budget cost analysis will be included for each of the BMPs considered. Two hard copies and one digital copy (including all models) will be provided to the Owner for review. A final, sealed report will be submitted to the Owner after subsequent review/approval of the draft report. One reproducible hard copy and one digital copy will be provided to the Owner as the final deliverable. This package will be required as part of the CWSRF submittal and review of the final design package.

#### Design Plans:

- A) Prepare design plans that include all related design details required for construction of the BMPs. These plans shall include (but not be limited to) the following: Geometric layout, Grading Plan, Details and Notes, Erosion & Sediment Control Plan, Sequence of Construction, Existing and Proposed Grading Cross Sections, Existing & Proposed Profiles, Utility Coordination Sheets, Educational sign locations and descriptions, Planting Plan, Special Provision Specifications and Public Storm Drain Tie-ins with Profiles. Plans shall reference City of Greenville standard details when needed. In the event that a non- standard item is required, the design plans shall provide sufficient information for the construction of this item. The plans shall be produced at a 1"=20' horizontal and 1"=4' vertical scale or as directed by the City.
- B) Prepare all required earth quantity and specialized fill (for the Regenerative Stormwater Conveyance and Bioretention areas) estimates and prepare construction cost estimate.
- C) Revise and finalize Design Plans and Documents to address City of Greenville comments and issues resolved at the meeting.
- D) Update and resubmit the BMP Routing calculations based on the proposed design.

#### 4.5 Natural Channel Design

The Engineer will produce design drawings that detail the elements associated with the natural channel stream design. The design will be based on the field work and concept plan completed in Phase I. It is anticipated that the plans can be completed without any additional field work beyond what was completed during Phase I. It is assumed that for this project that off-site reference reach data will not be collected.

Engineer will use reference reach data collected on previous projects or data provided by the City and/or EEP, on-site morphological data, and hydraulic modeling to complete the analysis required for design. The natural stream design limits begin north of 4th Street and continue approximately 1000' (downstream) to the entrance of the existing dual 60"RCP's under 1st Street. The peak discharges for the existing and future bankfull, 2, 5, 10, 25, 50, and 100-yr storms will be generated and utilized for the natural stream design. It is further assumed that approximately 300 feet of stream restoration will be designed between East 4th and East 3rd Street and only grade control structures and channel stabilization will be required between East 3rd Street and 1st Street.

## **TASK 5 - UTILITY COORDINATION AND DESIGN**

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

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

### **5.1 Utility Coordination**

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

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

Following the completion of the 30% preliminary design phase of the Project, the Engineer will conduct a preliminary utility coordination meeting with all private utilities to review the proposed design. The Engineer will furnish information pertaining to proposed construction to all involved utility companies and agencies and conduct up to five (5) individual and/or field coordination meetings with all utilities to review project, confirm facilities, verify pole types and identification numbers, and identify obvious conflicts. The field coordination meeting will also seek to determine restrictions to relocations and identify cost prohibitive adjustments. The Engineer will review all available utility plans, collect additional field data as required, and assist City's Construction Projects Coordinator as needed to validate and document (if necessary) any claims made by utilities for reimbursement from the City.

To facilitate timely preparation of private utility relocation plans, the Engineer will submit draft drainage design plans to all private utilities at approximately 50% completion of final construction plans. This will occur such that development of private utility relocation plans and any necessary easements may be coordinated and included in the 60% plans submittal. The Engineer will work with pole owners as well as other utilities to identify areas that may require additional permanent utility easements. The utility coordination meetings described above will review potential conflicts and establish the basis for the conflict matrix. The Engineer will distribute the conflict matrix with the draft drainage design plans.

The Engineer will coordinate the resolution of utility conflicts with the respective owners. The design and adjustment of privately owned utilities will be the responsibility of the respective owners, with coordination provided by the Engineer. Engineer will illustrate the private utility design and adjustment of utility items on Utility By Others (UBO) plans. The Engineer will assist the City with preparing documents needed to contract or coordinate with private utility owners to facilitate their relocation.

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



pole relocation coordination. The Engineer will prepare and distribute utility coordination meeting minutes as requested by the City and prepare up to six (6) monthly utility coordination status reports.

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

- a. The Engineer shall contact and meet with all utilities (private and public), agencies, whose facilities (both existing and proposed) are located within the Project limits and may be affected by proposed drainage for the Project. The coordination efforts should include a minimum of two (2) field meetings with the utilities: one meeting after the Preliminary Submittal and one meeting after the Final Submittal.
- b. The Engineer shall request the utilities update the documentation provided during the Planning Phase that defines the location or description of existing utilities, easements of record, including blanket easements, within the Project limits.
- c. The Engineer shall furnish information pertaining to recommended drainage improvements to all involved privately owned utility companies and consider the needs of the utilities during the design of the improvements.
- d. The Engineer shall also coordinate with the private utilities and include the proposed relocations, installations, removals, or adjustments on the construction plans.
- e. The Engineer shall coordinate the resolution of any conflicts (both private and public) identified. These resolutions shall be included in the design and/or shown on the construction plans, right-of-way plats, and easements exhibits. The Engineer shall also request a cost estimate for relocation from the utilities with funding agreements with the City.

## **5.2 Utility Relocation Design**

The Engineer shall coordinate and design the resolution of minor and major relocations and all incidental adjustments for existing City (GUC) owned utilities (i.e., water, sewer, gas and electric) as required for construction of the recommended improvements for the Project and as directed by the City's Project Manager. The proposed outfall alignment 4B will be designed to minimize utility conflicts, but some are anticipated based on the limited cover and pipe slope available for the outfall pipe in relation to the existing facilities. The Engineer will design and produce utility conflict resolution and/or relocation plans that will be incorporated into the preliminary and final plans. This effort will be scoped in detailed under a separate task order with the City which will include the negotiation of a scope and fee with Greenville Utility Commission (GUC). The design of water and sewer improvements shall adhere to GUC Water and Wastewater Design Manual.

## **5.3 Utility Relocation Construction Plans & Supporting Documents**

The Engineer shall prepare construction plans and supporting documents for all existing (City-owned) overhead and underground utilities that will be relocated, removed, or adjusted as part of the Project. The construction plans and documents will be submitted for team and agency review to gain approvals and permits.

The Engineer shall include all proposed utility relocations, installations, removals, and adjustments on the construction plans and obtain approval from the City and utilities. Preliminary and Final Submittals of these plans and documents are described in Tasks 11 and 13.

The utility relocation plans and supporting documents shall be sealed by a registered Professional Engineer and shall include, but are not limited to, the following:

- a. Minor relocations, installations, removals, and adjustments for GUC-owned utilities (water, sewer, gas and electric) shall be included on the storm drainage improvements plan and profile sheets or as required by GUC. Minor relocations do not include changes in the utility capacity or provide new service.
- b. Major relocations, installations and removals, for GUC-owned utilities (water, sewer, gas and electric) shall be shown on separate plan and profile sheets as required by GUC. The construction plans and supporting documents for major GUC-owned relocations and installations shall include plan sheets at a scale of 1" = 20' horizontal and profile sheets at a scale of 1" = 4' vertical (if required), and as directed by the GUC.
- c. A permitting cover sheet will be required for major relocations (capacity changes, new services, etc.) of City-owned utilities any may be required for minor relocations.
- d. Detail sheets for the proposed City-owned utilities as required by the City's Project Manager.
- e. A construction cost estimate for the City-owned relocations including quantity take-offs in the City Standard format (included in overall construction estimate).
- f. Relocations, installations, removals and adjustments for private utilities shall be shown on the proposed storm drainage system improvements plans. The plans shall clearly identify existing and proposed utility location, size, material, connectivity, owner, etc. The profiles shall include the existing and proposed location, size, material, connectivity, owner, etc. of all overhead and underground utilities.

## **TASK 6 - TRAFFIC CONTROL PLANS AND APPROVALS**

The Engineer shall coordinate with the City of Greenville and North Carolina Department of Transportation (NCDOT) to develop construction traffic control plans and supporting documents.

### **6.1 City Coordination**

Throughout all phases of the Project, the Engineer shall coordinate with City's traffic engineer to design proposed improvements with the goal of minimizing conflicts and disruption to existing roadways and maintaining ingress and egress to public and private properties during construction of the recommended improvements. Coordination for traffic control shall include a minimum of one (1) meeting with City to discuss the recommended improvements and conceptual plan to perform traffic control during construction activities. The meeting shall occur during the development and design of the recommended improvements and before the 60% design plan submittal.

### **6.2 Construction Traffic Control, Pavement Marking, and Signing**

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

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

Since the project limits are within City Streets, the traffic control plans and construction phasing will be submitted to the City for review, but a courtesy copy will be provided to local NCDOT staff for their consideration with the other NCDOT projects ongoing in close proximity to the project.

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

The design must also address and include all traffic control devices, signs, restrictions, and pavement markings required during construction of the recommended improvements. Preliminary and Final Submittals of these plans and documents are included in Tasks 11 and 13.

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

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

### **6.3 Signal Modification Design**

This project will likely impact four City of Greenville traffic signals; Reade Circle at Cotanche Street, Reade Circle at Evans Street, Reade Circle at Dickinson Avenue, and Reade Circle at East 5th Street. Part of the decision on how to accommodate traffic during construction will depend on existing traffic patterns in the area. We will review any traffic counts that the City has of these intersections or those in surrounding areas and discuss this information during one meeting with City staff to develop a plan for providing appropriate traffic access and maintaining traffic flow during construction. We can collect turning movement counts and/or create a traffic model of the area for further analysis as an additional service.

During construction, portions of the intersections of Reade Circle at Cotanche Street and Reade Circle at Evans Street will need to be closed off. We anticipate one temporary traffic signal design at each intersection to maintain traffic flow during construction and one final design to return traffic operations to existing conditions. Construction activities should not directly impact the intersection of Reade Circle at Dickinson Avenue; however we anticipate some need to start shifting traffic over at or prior to this traffic signal. If needed, a temporary signal design to accommodate this shift will be provided. Similarly, construction should not directly affect the intersection of Reade Circle at East 5th Street; however, the Reade Circle approach to this intersection will likely need to be shut down for some portion of the project while retaining access for delivery trucks. We will discuss options for modifying this traffic signal for safety and efficiency during construction with the City and prepare a plan to implement the chosen option.

We will obtain existing plans for the City's signal system fiber optic cable in the construction area from the City and prepare cable routing plans to maintain the signal system communications through construction.

### **6.4 Traffic Control Plans & Supporting Documents**

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

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

## **6.5 NCDOT Coordination**

The Engineer will meet with NCDOT representatives in Greenville to discuss the 60% design plans. The objective of this meeting is to inform NCDOT staff of the proposed design elements within the project corridor and how they relate to the ongoing construction of the 10th Street Connector Project. The department's feedback will help establish their design preferences related to traffic control and construction phasing that could impact both projects. Engineer's coordination efforts with NCDOT through the 60% plans will be limited to phone calls and one meeting with NCDOT.

## **TASK 7 - EROSION CONTROL PLANS, DETAILS, NARRATIVE, AND SPECIFICATIONS**

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

### **7.1 Coordination**

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

### **7.2 Erosion Control Design**

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

### **7.3 Erosion Control Construction Plans & Supporting Documents**

The Engineer shall prepare erosion control construction plans, calculations, and supporting documents for the team and agency review to gain approvals and permits. The Engineer shall show all erosion control measures and details on the plans. Following an initial review by the City, the Engineer shall submit erosion control plans, narrative, and calculations to the NCDENR, and secure NCDENR approval of the plans prior to Task 13 - Final Submittal to the City. Preliminary and Final Submittals of these plans and documents are included in Task 11 and 13.

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

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

## **TASK 8 - CONTRACT DOCUMENTS**

The Engineer shall prepare thorough and complete Specifications and Project Special Provisions to cover those items of material, work, and other conditions special to the Project. The specifications and special provisions for the Project shall include any item associated with the proposed storm drainage improvements, utility relocations, traffic control, erosion control, and condition of agency approval that is not adequately described by the most current edition of NCDOT Standard Specifications for Roads and Structures or a City Standard Special Provisions. The specifications and project special provisions document shall be sealed by a registered Professional Engineer and submitted to the City for review and approval. Preliminary and Final Submittals of these documents are described in Tasks 11 and 13.

The design documents and provisions for construction shall be in accordance with the current edition of the NCDOT Standard Specifications for Roads and Structures, the NCDOT "Standard Special Provisions" and the City Standard Special Provisions. The format of the Specifications and Project Special Provisions shall be consistent and compatible with the City's Standard Special Provisions and NCDOT Standard Specifications.

## **TASK 9 - STORM WATER PERMITS**

### **9.1 Section 401/404 Coordination**

The Engineer shall coordinate section 401/404 permitting activities with the City's permit coordinator and provide supporting information and documents for purposes of securing a permit.

A maximum of two (2) meetings with the City's permit coordinator are anticipated and will coincide with regular monthly meetings. Permit coordination will begin before Task 11 – Preliminary Submittal.

### **9.2 401/404 Supporting Documents**

The Engineer will supplement the information prepared during the Planning Phase and submit written justification, preliminary design plans, and calculations to the City's Permit Coordinator to support the 401/404 permitting process and ultimate permit approval. The documentation must address and illustrate impacts to jurisdictional streams and include improvements to justify the minimization and avoidance of impacts.

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

- a. Calculations justifying the use of all hard stabilization (shear stress calculations);
- b. Justification for pipe extensions and new pipe placements;
- c. Justification for channel relocations not related to stream restoration;
- d. Justification for wetland impacts and an alternatives analysis detailing alternative design choices that would minimize the impacts to wetlands (i.e. bridges versus culverts; detention versus piping);
- e. Justification for experimental or non-traditional design choices and a comparison between the non-traditional choice versus the traditional choice;
- f. Justification for design choices that are not consistent with State and Federal design requirements;
- g. Justification for alternatives that were not chosen to justify the preferred alternative;
- h. Details on natural channel design methods for stream restoration/enhancement project;
- i. Modeling information detailing flooding problems (i.e. map showing parcels that flood);
- j. Watershed map and proposed construction plans; and
- k. Applicable Service Requests.

### **9.3 Floodplain Development Permit**

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

## **TASK 10 - PROPERTY ACQUISITION ASSISTANCE**

The Engineer shall prepare all appropriate documents and provide all required information to support the Real Estate Acquisition Phase.

The Engineer shall provide two (2) original plats and four (4) copies for each type of easement required for the parcel. The requirements for plat production are outlined in section 10.2 below.

After review by the City's Project Manager during the Preliminary Submittal, the Engineer shall finalize all plats and submit them per the requirements included in this section. At the Project Manager's discretion, the Engineer may also be requested to provide one (1) 11 x 17 copy of the applicable construction plan sheet for each plat for the project. The plan sheets shall be stamped "Preliminary, not for Construction". All major preliminary plan review comments must be addressed prior to submitting the plats and plan sheets for easement acquisition.

### **10.1 Easement Acquisition Table**

The Engineer shall prepare a table listing all parcels that require easement acquisition. Included in the table shall be each property owner's name, address, tax code, parcel number, square footage of storm drainage easement and temporary construction easement.

### **10.2 Real Estate Plats – Unit Cost Services**

The Engineer shall prepare a list of all properties that require easements, or right-of-way/property acquisition before deed research is completed. It is assumed that twenty-five (25) total plats will need to be completed. Plats will be prepared at a scale conducive to showing an entire parcel on one plat exhibit and shall include proposed right-of-way,

permanent and temporary drainage, utility and construction easements. The first plat submittal will be included with the 60% plan submittal.

Following approval of the list by the City, the Engineer shall update all property survey data, record information - including easements, deeds, and plats previously acquired or prepared and supplement them as necessary to complete the Project. The Engineer shall make all necessary surveys to determine all property lines, areas maintained as right-of-way, and/or existing right-of-way along the Project and to establish the cut/fill lines, limits of construction easements, drainage easements, guy wire easements, and any other easements deemed necessary by the City's Project Manager.

The Engineer shall verify existing property corners to ensure the accuracy of the final survey plats. All plats shall comply with the NC Board of Examiners for Engineers and Surveyors "Standards of Practice for Land Surveying in North Carolina." All plats shall match exactly the final construction plans with respect to right-of-way, property lines, and easements.

The Engineer shall stake out right-of-way and easements as required by the City's Project Manager.

The Engineer shall obtain from all public records and indicate on plats the current owners, tax identification number, description, book and page number of the official registry of all properties affected by the proposed acquisition, right-of-way, or easement. Where subdivision plats are available, the property lines at the corners of complete blocks and intersecting streets of properties affected by the property acquisition, right-of-way, or easement shall be referenced to the survey line by station, angle, and distance. In other areas, each affected property corner shall be referenced to the survey line by station, angle, and distance.

The plats shall be prepared on 8.5" x 14" standard sheets or combined on recorded map size and shall have parcel numbers assigned to each piece of property. Each plat shall conform to the Standards of Practice for Land Surveying in North Carolina, Section 1600.

The Engineer shall submit written legal descriptions as directed by the City Project Manager. These shall only be required for the condemnation process. The following information shall be included in each legal description:

- a. A title block indicating the Project name, Project number, parcel number and property owner's name and tax code number
- b. A description of each area taken (fee simple, permanent and/or temporary easements remaining area) sufficient for the identification thereof. This shall be a description of each area taken and include the exact area in square feet and acres and reference the plat.

All of the above descriptions can be on the same page. All plats and legal descriptions must comply with the Pitt County Register of Deed recordation requirements at the time the documents are recorded.

### **10.3 Right of Way Evaluation/Acquisition – Unit Cost Services**

The Engineer will provide an estimate of value for up to twenty-five (25) parcels in 1 of 3 formats (noted below) at the direction of the City. It is anticipated that twenty (20) parcels will be privately owned and five (5) will be State owned property. Typically, all settlements would be attempted with a Right of Way Claim Report if the estimated Value is under \$10,000. If settlement is not reached using a Right of Way Claim Report, then Engineer would obtain an appraisal. The appraisal formats include:

- Using current market data, Engineer will provide a spreadsheet showing approximate per square foot values for each parcel on the project. This approach would be the equivalent of an NCDOT Right of Way Claim Report.

- Engineer will provide Abbreviated Narrative Reports on up to seventeen (17) parcels as directed by the City.
- Engineer will provide a Full Narrative Appraisal on up to four (4) parcels as directed by the City.

The fee schedule for Right of Way Evaluation/Acquisition services shall follow the Unit Prices below:

Fee Schedule	Unit Price
State Property Negotiations	\$3,500.00 / parcel
Privately Owned Property Negotiation	\$3,200.00 / parcel
Full Narrative Appraisal	\$3,500.00 / parcel
Abbreviated Narrative Appraisal	\$2,500.00 / parcel

Engineer shall submit the spreadsheet of per square foot values to City for review and approval prior to reviewing same with property owners. Additionally, Engineer shall submit all other appraisals to City for purposes of completing, or causing to be completed, appraisal reviews. Should the appraisal review confirm the appraisal provided by Engineer, City will approve the appraisal. Should the appraisal review not confirm the appraisal, Engineer will make corrections to the appraisal as required for re-submission and approval.

Using the approved appraised value, Engineer will endeavor to negotiate and secure a signed Offer to Purchase on subject parcels and hand deliver the original to the City. A minimum of 3 attempts to settle with each property owner will be made. In the event that a property owner refuses to settle or negotiations reach an impasse, Engineer will deliver to the City a written recommendation to acquire the property through condemnation along with a detailed negotiation diary and all other information regarding the attempted settlement. Depositions or testimony for a condemnation claim is not anticipated and would be considered Additional Services.

Should a Condemnation Claim occur, the City may require a Full Narrative Appraisal to be provided for a parcel in which an Abbreviated Narrative Appraisal was previously provided, not to exceed the number provided in paragraph above.

The City will coordinate with mortgage holders, assist the Engineer with negotiations if necessary, handle the process of taking condemnations to City Council, prepare final legal documents, and coordinate/schedule closings.

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

### **11.1 30% Design**

The Engineer will prepare 30% preliminary design plans for the project based on the conceptual plans developed in Phase I. Alternative 4B alignment and pipe sizes will be utilized and further refined to develop the preliminary plans. The Engineer will prepare plans at 1" = 20' scale horizontal, and 1" = 4' vertical. Three hard copies and electronic copy of the Preliminary plans will be submitted to the City and GUC for review. The outfall system alignment will be revised based on comments received at the 30% plans review meeting.

The Engineer will develop a 30% preliminary opinion of probable construction cost after incorporating comments from the review meeting. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. All provided opinions of probable costs are based on the information known to Engineer at the time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



## 11.2 60% Design

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

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

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

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

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

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

- Proposed Storm Drainage Improvement Construction Plans;
- Proposed Roadway/Streetscape Replacement Plans;
- Proposed Utility Relocation Plans;
- Proposed Traffic Control Plans;
- Proposed Signal Modification Design Plans;
- Proposed Structural Design Plans;
- Proposed Natural Channel Design Plans;
- Proposed Signing and Pavement Marking Plans; and
- Proposed Erosion Control Plans.

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

- Standard Project Provisions (provided by the City)
- Specifications and Project Special Provisions
- Storm Water Permitting Documents
- Floodplain Development Permit, Application, and Calculations (if needed)
- Property and Storm Drainage Easements Table and Easement Exhibits
- Storm Drainage Calculations
- Utility Relocation Calculations

- NCDOT Permits & Encroachment Agreements
- Erosion Control Narrative, Calculations, and Specifications
- A construction cost estimate for all improvements listed above including Quantity take-off in the City standard format.

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

## **TASK 12 - PUBLIC MEETING**

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

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

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

## **TASK 13 - FINAL DESIGN SUBMITTALS**

### **13.1 Draft Final Design Submittal (90% Plans)**

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

### **13.2 Final Design Submittal to CWSRF (100%Plans – Not Released for Bid)**

Following the review of the draft final design (90% design), the Engineer shall update/revise the design incorporating all review comments from the 90% submittal as appropriate. The Engineer will submit to CWSRF three (3) full-size copies of the final design (100% Plans) that will be sealed and labeled *not released for bid or for agency review only*. This submittal shall include all items listed in Task 11.0 and any other items that were noted during the preliminary design plan review (i.e., sanitary sewer and/or water application sheet, etc...). The Drainage Summary Sheet should be completed in this submittal.

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

The Engineer shall develop final design plans and specifications in sufficient form and detail for the City to let construction contracts. The final design shall include the final version of all items required in the Final Design (100%) not released for bid submittal comments from the City and CWSRF. The Engineer shall submit the final plans to the City for review and sign-off. The submittal shall include up to two ‘sets’ of plans:

#### Set One

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

#### Set Two (required only if a sanitary sewer or water permit application is included in the design plans)

- a. One (1) bond copy of the full set of plans; and
- b. One (1) mylar copy of the Sanitary Sewer & Water Line Permit Application sheet.

After the City has verified that all revisions are complete and has obtained all signatures on the reproducible cover sheet, the City will provide the signed cover sheet to the Engineer. The Engineer shall submit the following (the final 100% submittal):

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

The Engineer shall also submit a digital copy of all final design plans, traffic control plans, erosion control plans and details, specifications and computations, in the current version of AutoCAD for plans, HEC-1 or HEC-HMS for hydrology models, HEC-RAS for hydraulic models, and “PDF” files for other written documents.

### 13.4 Bid Phase Services

The Engineer will attend the pre-bid conference, issue up to one addendum, provide clarifications and information as requested by bidders, and attend the Pre-Construction Conference prior to commencement of the Project.

The City will provide all other bidding phase services including preparation of construction bidding documents, proposal bid forms, and bond forms; reproduction of the plans and documents for bidding, advertise the project, maintenance of the bidder’s log, conducting the bid opening, tabulation of the bids received, reviewing the bid packages for compliance with the contract requirements, selection of the contractor, and preparing minutes to the

Pre-Construction Conference.

## **PHASE 2 – ANCILLARY SERVICES**

### **TASK 1 - ENVIRONMENTAL**

#### **1.1 - Environmental Screening – *Unit Cost Services***

Environmental Screening for Groundwater and/or Soil Contamination along alignment 4B including up to four (4) parcels, will include the following:

- Records Review - Obtain and review available historical files/records (historic aerial photos, state data base, etc.) related to subject and adjacent parcels.
- Site Reconnaissance - On-site inspection of subject and adjacent parcels including interior of buildings, storage facilities, etc.
- Interviews with Owners/Occupants - Questionnaire related to the historic use and activities that have occurred on the property.
- Interviews with Local Government Officials - Questionnaire related to previous known incidences involving hazardous materials on subject or adjacent properties.
- Data Evaluation - Review all information gathered and develop/document opinion of potential presence of recognized environmental conditions.

### **TASK 2 – PUBLIC OUTREACH AND COMMUNICATION**

#### **2.1 - Public Involvement**

Public involvement will be an integral part of the design phase of the project. The public involvement process will continue to have two primary objectives: 1) to educate and inform the public on a timely basis regarding the study scope, schedule, findings, and recommendations; and 2) to obtain public comments/input. During Task Order 2, the project team will decide on details about the preferred alternative and construction impacts. There likely will be more specific questions from local business owners about access, noise, traffic control, and potential impacts. Residents living near or traveling through the project area will be interested in traffic patterns, adjacent projects under construction (Tenth Street Connector), street closures, and access to their homes and favorite restaurants, shops, and other destinations. The Engineer will:

- Hold further meetings with local businesses, residents, and other stakeholders to respond to concerns about potential construction impacts. Specifically, work with ECU staff on pedestrian traffic signage and local businesses on delivery schedules. (five meetings anticipated).
- Coordinate with ECU Communications, possibly the Construction Management / Engineering Department.
- Continue coordination with Uptown Greenville
- Provide project updates for City's and ECU's social media feeds (Facebook pages/ Twitter feeds)
- Follow up with any state and federal agencies as determined during Phase I
- Meet with City departments (Fire/EMS/Police) whose services may be affected during construction
- Facilitate one open-house style workshop (public meeting) will be held following the completion of the 60% design plans. The Engineer will prepare a flyer or postcard announcing the meeting and revise the notice based on the Owner's review. The Engineer will distribute the flyer/postcard to property owners and tenants in the project study area prior to the public workshop, based on the mailing list provided by the Owner as part of Phase I. It is anticipated that two staff from WK Dickson, two staff from Kimley-Horn, and one staff member from Rivers and Associates will attend the public meeting. The Engineer

will assist the Owner with meeting logistics and provide large-scale roll plot mapping showing an aerial of the project study area and detailed design plans. The Engineer will prepare handouts, comment sheets, sign-in sheets, and a PowerPoint presentation for the workshop. The Engineer will revise the materials based on the Owner's comments and provide copies of the handouts and comment sheets for the workshop.

- Assist Owner's staff with a PowerPoint presentation and attend one City Council meeting to provide information on project status.
- Continue to provide project content to the City for the project webpage hosted on the City's website. It is anticipated that the website content provided by the Engineer will include a project description, (approved) maps, design plans, public notices and announcements of public workshops, PDF copies of newsletters, flyers, or other mailings, updates on the project schedule, and the project manager(s)' contact information. The website content may also include general summary of comments received and frequently asked questions/answers. The Engineer will assist the Owner with website updates (anticipated no more than once per month) for the anticipated duration of Task Order 2 of the project (8 months).

## **2.2 - Public Outreach Animation Video - *Additional Hourly Services***

The Engineer will develop an animation video that will illustrate how the dual 84" pipe construction will take place along Reade Circle between Cotanche and Fifth Street. The animation will include construction zones, traffic control, and pedestrian movements during construction, and construction phasing. This video will be helpful for the public meeting, meeting with local business owners who may be impacted by the construction, and to keep ECU faculty and staff up to date on the phasing of construction in front of their University. The below bullet list defines the video development approach:

- Determine project locations of video animation
- Determine length and content of video
  - Storyboard video concepts (Traffic Control, Shoring, construction equipment, vehicular/pedestrian movements, construction phasing)
  - Review conceptual storyboard with City
- Animation creation
  - Gather background data for 3D Model
    - Existing ground surface
    - Aerial photography
    - GIS Layers
    - Existing Buildings and physical features
  - Acquire model assets
    - Vehicles
    - Pedestrian figures
    - Textures
    - Buildings

Proposed design elements Engineer shall submit the spreadsheet of per square foot values to City for review and approval prior to reviewing same with property owners. Additionally, Engineer shall submit all other appraisals to City for purposes of completing, or causing to be completed, appraisal reviews. Should the appraisal review confirm the appraisal provided by Engineer, City will approve the appraisal. Should the appraisal review not confirm the appraisal, Engineer will make corrections to the appraisal as required for re-submission and approval.

Using the approved appraised value, Engineer will endeavor to negotiate and secure a signed Offer to Purchase on subject parcels and hand deliver the original to the City. A minimum of 3 attempts to settle with each property owner will be made. In the event that a property owner refuses to settle or negotiations reach an impasse, Engineer will deliver to the City a written recommendation to acquire the property through condemnation along with a detailed negotiation diary and all other information regarding the attempted settlement. Depositions or testimony for a condemnation claim is not anticipated and would be considered Additional Services.

Should a Condemnation Claim occur, the City may require a Full Narrative Appraisal to be provided for a parcel in which an Abbreviated Narrative Appraisal was previously provided, not to exceed the number provided in paragraph above.

- The City will coordinate with mortgage holders, assist the Engineer with negotiations if necessary, handle the process of taking condemnations to City Council, prepare final legal documents, and coordinate/schedule closings.
  - Develop camera movements and effects according to storyboard
- Process basic animation for review
- Address City Comments and produce full quality video

The Engineer will utilize Autodesk Infraworks 360, Autodesk 3DS MAX, Lumion, and Adobe After Effects to build the contents of the animation video.

### **TASK 3 – FUNDING APPLICATION COORDINATION**

#### **3.1 – Funding Application Coordination**

Complete necessary on-going CWSRF loan application coordination which assumes one CWSRF report amendment and final review of design plans, specifications and cost estimates. It is assumed that the team will have one meeting with CWSRF to review final comments.

### **TASK 4 – TITLE SEARCHES**

#### **4.1 – Title Searches – *Unit Cost Services***

A title search and Preliminary Opinion beyond the current owner back to an institutional Deed of Trust or back a maximum of 30 years will be performed on parcels where the Town Creek Culvert Alignment 4B either crosses that property or is adjacent to that property. It is estimated that twenty-five (25) parcels will require this research for a cost of \$400 each.

### **TASK 5 – ADDITIONAL CCTV**

#### **5.1 – Additional CCTV – *Unit Cost Services***

Exact locations of storm drainage videos will be determined following City review of 60% design plans. Total length shall not exceed 1,000 linear feet.

### **PHASE 3 – ADMINISTRATION**

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

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

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

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

#### **PHASE 4 – REIMBURSABLES**

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

#### **PHASE 5 – UNSPECIFIED ADDITIONAL SERVICES**

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

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

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

## **Owner's Responsibilities**

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

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

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

Property descriptions.

Zoning, deed, and other land use restrictions.

Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

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.

Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.



Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

Place and pay for advertisement for Bids in appropriate publications.

Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an

attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.

Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.

Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

Perform or provide the following additional services: *[Here list any such additional services]*.

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_.

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

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

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

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

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

A Lump Sum amount of \$1,132,447.48 based on the following estimated distribution of compensation:

Phase	Task	Description	LS Fee
<b>1.0</b>		<b>Construction Documents</b>	
	1.0	<b>Project Development</b> <i>(Fees being paid for with funds remaining on Agreement between WK Dickson and City of Greenville for Task Order #1, Town Creek Culvert, Study and Preliminary Design, dated September 27, 2013)</i>	\$ -
	2.0	<b>Field Surveys</b>	
	2.1	Supplemental Design Survey <i>(See Additional Hourly Services below)</i>	\$ -
	2.2	Final Field Survey Submittal <i>(See Additional Hourly Services below)</i>	\$ -
	2.3	Field Survey Project Administration <i>(Fees being paid for with funds remaining on Agreement between WK Dickson and City of Greenville for Task Order #1, Town Creek Culvert, Study and Preliminary Design, dated September 27, 2013)</i>	\$ -
	3.0	<b>Subsurface Investigations</b>	
	3.1	Geotechnical Subsurface Investigations	\$24,000.00
	3.2	Subsurface Utility Engineering (SUE) <i>(See Unit Cost Services below)</i>	\$ -
	4.0	<b>Design of Recommended Storm Drainage Improvements</b>	
	4.1	Storm Drainage Improvements Design <i>(Fees being paid for with funds remaining on Agreement between WK Dickson and City of Greenville for Task Order #1, Town Creek Culvert, Study and Preliminary Design, dated September 27, 2013)</i>	\$ -
	4.2	Storm Drainage Construction Plans & Supporting Documents <i>(Fees being paid for with funds remaining on Agreement between WK Dickson and City of Greenville for Task Order #1, Town Creek Culvert, Study and Preliminary Design, dated September 27, 2013)</i>	\$ -
	4.3	Structural Design, Special Structures and Tunnel Rehabilitation	\$ -

	a	<i>Headwalls</i>	\$14,255.67
	b	<i>Junction Boxes (See Additional Hourly Services below)</i>	\$ -
	c	<i>Concrete Drop Structure</i>	\$12,285.24
	d	<i>Culvert Rehabilitation</i>	\$16,737.67
	e	<i>Shoring</i>	\$5,208.57
	f	<i>Submittals</i>	\$10,704.94
	4.4	<i>BMP Design (See Additional Hourly Services below)</i>	\$ -
	4.5	<i>Natural Channel Design</i>	\$19,970.00
	5.0	<b>Utility Coordination and Design</b>	
	5.1	<i>Utility Coordination (Dry Utilities, UBO plans)</i>	\$25,128.20
	5.2	<i>Utility Relocation Design (Will be included as separate scope and fee to GUC)</i>	\$ -
	5.3	<i>Utility Relocation Construction Plans &amp; Supporting Documents (Will be included as separate scope and fee to GUC)</i>	\$ -
	6.0	<b>Traffic Control Plans and Approvals</b>	
	6.1	<i>City Coordination</i>	\$2,719.92
	6.2	<i>Construction Traffic Control, Pavement Markings, and Signing (Fee included in Task 6.4)</i>	\$ -
	6.3	<i>Signal Modification Designs</i>	\$40,690.50
	6.4	<i>Traffic Control Plans and Supporting Documents</i>	\$42,979.58
	6.5	<i>NCDOT Coordination (Fee included in Task 6.4)</i>	\$ -
	7.0	<b>Erosion Control Plans, Details, Narrative, and Specifications</b>	
	7.1	<i>Coordination (Fee included in Task 7.3)</i>	\$ -
	7.2	<i>Erosion Control Design (Fee included in Task 7.3)</i>	\$ -
	7.3	<i>Erosion Control Construction Plans &amp; Supporting Documents</i>	\$21,477.70
	8.0	<b>Contract Documents</b>	\$12,341.68
	9.0	<b>Storm Water Permits</b>	
	9.1	<i>Section 401/404 Coordination</i>	\$3,200.00
	9.2	<i>Section 401/404 Supporting Documents</i>	\$12,000.00
	9.3	<i>Floodplain Development Permit</i>	\$1,980.00
	10.0	<b>Property Acquisition Assistance</b>	
	10.1	<i>Easement Acquisition Table</i>	\$600.00
	10.2	<i>Real Estate Plats (See Unit Cost Services below)</i>	\$ -
	10.3	<i>Right of Way Evaluation/Acquisition (See Unit Cost Services below)</i>	\$ -
	11.0	<b>Preliminary Submittals (30% and 60% Plans)</b>	
	11.1	<i>30% Design Plans</i>	\$38,158.46
	11.2	<i>60% Design Plans</i>	\$46,690.58
	12.0	<b>Public Meeting</b>	\$22,760.84
	13.0	<b>Final Design Submittals</b>	
	13.1	<i>Draft Final Design Submittal (90% Plans)</i>	\$36,078.08
	13.2	<i>Draft Final Design Submittal (100% Plans - Not Released for Bid)</i>	\$9,795.16

	13.3	Draft Final Design Submittal (100% Plans - Released for Bid)	\$11,509.64
	13.4	Bid Phase Services	\$14,696.58
<b>2.0</b>		<b>Ancillary Services</b>	
	1.1	Environmental Screening ( <i>See Unit Cost Services below</i> )	\$ -
	2.1	Public Presentations/Notices/Website/Outreach	\$23,759.34
	3.1	Funding Application Coordination	\$24,846.00
	4.1	Title Searches ( <i>See Unit Cost Services below</i> )	\$ -
	5.1	Additional CCTV ( <i>See Unit Cost Services below</i> )	\$ -
<b>3.0</b>		<b>Administration</b>	\$56,450.08
<b>4.0</b>		<b>Reimbursables</b>	\$13,350.50
		<b>SUBTOTAL</b>	<b>\$564,374.93</b>

**UNIT COST SERVICES**

Phase	Task	Description	Unit Cost Services Fee
<b>1.0</b>	3.2	Subsurface Utility Engineering (SUE)	\$30,873.50
	10.0	<b>Property Acquisition Assistance</b>	
	10.2	Real Estate Plats	\$50,035.00
	10.3	Right of Way Evaluation/Acquisition	\$142,500.00
<b>2.0</b>		<b>Ancillary Services</b>	
	1.1	Environmental Screening	\$7,240.00
	4.1	Title Searches	\$10,000.00
	5.1	Additional CCTV	\$5,000.00
		<b>SUBTOTAL</b>	<b>\$245,648.50</b>

**ADDITIONAL HOURLY SERVICES**

Phase	Task	Description	Hourly Services Fee
<b>1.0</b>	2.1	Supplemental Design Survey	\$9,000.00
	2.2	Final Field Survey Submittal	\$1,000.00
	4.3	Structural Design, Special Structures and Tunnel Rehabilitation	
	b	<i>Junction Boxes</i>	\$69,997.45
	4.4	BMP Design	
		<i>Bioretention</i>	\$70,171.52
		<i>Regenerative Stormwater Conveyance</i>	\$64,926.75
		<i>Riparian Wetland</i>	\$13,668.79
		<i>Permeable Pavement</i>	\$24,831.64
		<i>Sand Filter</i>	\$18,731.30
<b>2.0</b>		<b>Ancillary Services</b>	

	2.2	Public Outreach Animation Video	\$25,096.60
5.0		<b>Additional Unspecified Services</b>	\$25,000.00
		<b>SUBTOTAL</b>	<b>\$322,424.05</b>

---

**TOTAL \$1,132,447.48**

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

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

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

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 15 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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

---

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

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

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.
4. ~~The Reimbursable Expenses Schedule will be adjusted annually (as of \_\_\_) to reflect equitable changes in the compensation payable to Engineer.~~

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

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



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

**Reimbursable Expenses Schedule**

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

Fax	\$_____/page
8"x11" Copies/Impressions	0.83 /page
Blue Print Copies	_____/sq. ft.
Reproducible Copies (Mylar)	_____/sq. ft.
Reproducible Copies (Paper)	_____/sq. ft.
Mileage (auto)	_____/mile
Field Truck Daily Charge	_____/day
Mileage (Field Truck)	0.56/mile
Field Survey Equipment	_____/day
Confined Space Equipment	_____/day plus expenses
Resident Project Representative Equipment	_____/month
Specialized Software	_____/hour
CAD Charge	_____/hour
CAE Terminal Charge	_____/hour
Video Equipment Charge	_____/day, \$ ____/week, or \$ ____/month
Electrical Meters Charge	_____/week, or \$ ____/month
Flow Meter Charge	_____/week, or \$ ____/month
Rain Gauge	_____/week, or \$ ____/month
Sampler Charge	_____/week, or \$ ____/month
Dissolved Oxygen Tester Charge	_____/week
Fluorometer	_____/week
Laboratory Pilot Testing Charge	_____/week, or \$ ____/month
Soil Gas Kit	_____/day
Submersible Pump	_____/day
Water Level Meter	_____/day, or \$ ____/month
Soil Sampling	_____/sample
Groundwater Sampling	_____/sample
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Electronic Media Charge	_____/hour
Long Distance Phone Calls	at cost
Mobile Phone	_____/day
Meals and Lodging	at cost

**[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project]**

This is **Appendix 2 to EXHIBIT C**, consisting of 2 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

## **Standard Hourly Rates Schedule**

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### *A. Standard Hourly Rates:*

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

The Standard Hourly Rates apply only as specified in Article C2.

### *Schedule:*

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

## **W.K. DICKSON & CO., INC.**

### **LABOR**

Principal	\$ 195.00/hr.
Senior Project Manager	\$ 170.00/hr.
Project Manager	\$ 150.00/hr.
Senior Technical Manager	\$ 170.00/hr.
Technical Manager	\$ 145.00/hr.
Senior Project Engineer	\$ 145.00/hr.
Project Engineer	\$ 120.00/hr.
Senior Scientist	\$ 125.00/hr.
Scientist	\$ 100.00/hr.
Landscape Architect	\$ 170.00/hr.
Senior Planner	\$ 150.00/hr.
Planner	\$ 110.00/hr.
Senior Designer	\$ 110.00/hr.
Designer	\$ 95.00/hr.
Senior Technician	\$ 100.00/hr.
Technician	\$ 80.00/hr.
Senior GIS Analyst	\$ 120.00/hr.
GIS Analyst	\$ 100.00/hr.
GIS Technician	\$ 90.00/hr.
Field Survey Party	\$ 125.00/hr.

Professional Land Surveyor	\$ 150.00/hr.
Senior Construction Observer	\$ 125.00/hr.
Construction Observer	\$ 95.00/hr.
Administrative Assistant	\$ 60.00/hr.

## **KIMLEY-HORN AND ASSOCIATES, INC.**

### **LABOR**

Principal	\$230 - \$265/hr.
Senior Professional	\$180 - \$210/hr.
Professional	\$100 - \$155/hr.
Designer	\$135 - \$140/hr.
Technical Support	\$95 - \$130/hr.
Support Staff	\$72 - \$85/hr.
Expert Witness	\$350/hr.

## **RIVERS AND ASSOCIATES, INC.**

### **LABOR**

Survey Project Manager	\$130.00/hr.
Field Crew	\$150.00/hr.
CAD Technician	\$ 70.00/hr.

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

**Insurance**

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

G6.04 *Insurance*

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

By Engineer:

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

By Owner:

~~Workers' Compensation:~~

Statutory

~~Employer's Liability --~~

~~Each Accident~~

\$ \_\_\_\_\_

~~Disease, Policy Limit~~

\$ \_\_\_\_\_

~~Disease, Each Employee~~

\$ \_\_\_\_\_

~~General Liability --~~

~~General Aggregate:~~

\$ \_\_\_\_\_

~~Each Occurrence (Bodily Injury and Property Damage):~~ \$ \_\_\_\_\_

~~Excess Umbrella Liability --~~

~~Each Occurrence:~~

\$ \_\_\_\_\_

~~General Aggregate:~~

\$ \_\_\_\_\_

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

~~Each Accident:~~

~~\$ \_\_\_\_\_~~

~~Other (specify):~~

~~\$ \_\_\_\_\_~~

*Additional Insureds:*

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

- a. \_\_\_\_\_  
Engineer
  
- b. \_\_\_\_\_  
Engineer's Consultant
  
- c. \_\_\_\_\_  
Engineer's Consultant

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

The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

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

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: \_\_\_\_\_

b. Owner: City of Greenville

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

d. Project: TO#2, Town Creek Culvert Design

*Description of Modifications:*

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

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

*[List other Attachments, if any]*

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_
- c. This amendment amount: \$ \_\_\_\_\_
- d. Adjusted Agreement amount: \$ \_\_\_\_\_

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

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

OWNER:

ENGINEER:

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

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

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

Title: Vice President

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

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





# CERTIFICATE OF LIABILITY INSURANCE

9/16/2014

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 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> <b>BB&amp;T - McPhail Bray Insurance</b> P. O. Box 11148 5925 Carnegie Blvd Suite 400 Charlotte, NC 28220	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>704 954-3000</b> FAX (A/C, No): <b>888-751-3197</b> E-MAIL ADDRESS: <b>CcertTeam@bbandt.com</b>														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Travelers Property Casualty Co</b></td> <td><b>25674</b></td> </tr> <tr> <td>INSURER B : <b>Standard Fire Insurance Company</b></td> <td><b>19070</b></td> </tr> <tr> <td>INSURER C : <b>Phoenix Insurance Company</b></td> <td><b>25623</b></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Travelers Property Casualty Co</b>	<b>25674</b>	INSURER B : <b>Standard Fire Insurance Company</b>	<b>19070</b>	INSURER C : <b>Phoenix Insurance Company</b>	<b>25623</b>	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> <b>W.K. Dickson &amp; Co. Inc.</b> 616 Colonnade Drive Charlotte, NC 28205															

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	630855J0824TIL14	09/18/2014	09/18/2015	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$	
C	AUTOMOBILE LIABILITY	X	X	810697K1710PHX14	09/18/2014	09/18/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP476E6361TIL14	09/18/2014	09/18/2015	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	<input type="checkbox"/> CLAIMS-MADE						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	UB5A92031114	09/18/2014	09/18/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A					E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Supplemental name: PSP Properties LLC  
Workers Comp Information: Other States Coverage  
The following individual is excluded from coverage: Corporate Secretary

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  City of Greenville Public Works Department P O Box 7207 Greenville, NC 27834-0590	<b>CANCELLATION</b>  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  
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## DESCRIPTIONS (Continued from Page 1)

City of Greenville is named as Additional Insured as their Interest May Appear for General Liability and Automobile Liability as required by written contract with the insured. 30 day notice of cancellation applies except for non payment of premium which is 10 days for Automobile Liability, 15 days on General Liability and Workers Compensation. Umbrella policy is a follow form policy.



# CERTIFICATE OF LIABILITY INSURANCE

Attachment number 1

Page 02 of 02  
DATE (MM/DD/YYYY)

5/20/2014

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 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> Insurance Management Consultants, Inc. P.O. Box 2490  Davidson NC 28036	<b>CONTACT NAME:</b> Linda Love	
	<b>PHONE (A/C No. Ext):</b> (704) 799-1600	<b>FAX (A/C No):</b> (704) 799-2955
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Continental Casualty Company		<b>20443</b>
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 5/22/14 Renewal **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>PROFESSIONAL LIABILITY</b>			AEH 00 822 61 61	5/22/2014	5/22/2015	PER CLAIM: \$2,000,000 AGGREGATE: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Policy is endorsed to provide to the certificate holder shown below thirty days' notice of cancellation (fifteen days for non-payment of premium), non-renewal, and amendment by endorsement to reduce the policy limit of liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Greenville Public Works Department 1500 Beatty St. / PO Box 7207 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  Jeff Todd/LL 
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# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Report on bids and contracts awarded

**Explanation:** **Abstract:** The Director of Financial Services reports monthly the bids and/or contracts awarded over a certain dollar threshold by the Purchasing Manager and City Manager.

**Explanation:** The Director of Financial Services reports that the following contracts were awarded during the months of August and September, 2014.

Date Awarded	Description	Vendor Purchase Order No.	Amount	MWBE Vendor? Yes/No	Does Local Preference Apply? Yes/No	Is Vendor Local ? Yes/No
8/22/14	One Type T-3 Braun E-450 Ambulance  *Purchased off of Florida Sheriff's Cooperative Contract	Southeastern Emergency Equipment  PO#084409	\$164,441	No	No	No
8/29/14	Construction Services-Elm St. ADA Improvements	Hudson Brothers Construction  PO#084481	\$103,745	No	No	Yes
9/03/14	Vendor to replace HVAC Units	Pitt Electric, Inc.	\$56,194	No	No	No

	and Equipment	PO#084498				
9/12/14	Annual Ammo order for GPD  *Purchased off of State Contract #680 A-4	Lawmen's Safety Supply, Inc.  PO#084569	\$74,770.24	No	No	No
9/17/14	Provide and Install Footings, Roofing Material and Canopies for the Facility Maintenance Operations Center	Hudson Brothers Construction  PO#084641	\$57,000	No	Yes--this was done as 3 separate bids--2 of which the LPP did apply.	Yes
9/18/14	One Schwarze Model Roadpatcher with all standard equipment  *Purchased through the National Joint Powers Alliance Cooperative Contract #022014	Atlantic Machinery  PO#084666	\$202,719	No	No	No

**Fiscal Note:**

1 - **Braun Type T-3 E-450 Ambulance**--Funds for the purchase were approved in the 2015 budget for the Vehicle Replacement Fund;

2 - **Construction Services for Elm St. ADA Improvements**--Funds for this project were included in the 2015 budget for the Facilities Improvement Fund;

3 - **Vendor to replace HVAC Units and Equipment**--Funds for this project were included in the 2015 budget for the Facilities Improvement Fund;

4 - **Annual Ammo order for GPD**--Funds for this purchase were included in the

2015 General Fund operating budget of the Police Department within the Supplies and Materials line item;

**5 - Provide and Install Footings, Roofing Material and Canopies for the Facility Maintenance Operations Center**--Funds for this project were included in the 2015 CIP budget for Public Works Expansion and Purchasing Relocation;

**6 - One Schwarze Model Roadpatcher**--Funds for this purchase were included in the 2015 budget for the Vehicle Replacement Fund.

**Recommendation:** That the award information be reflected in the City Council minutes.

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

**Attachments / click to download**

- [Bid Tabulation-Construction Services Elm St. ADA](#)
  - [Bid Tabulation- Replace HVAC Units and Equipment](#)
  - [Bid Tabulation-Footings Roofing and Canopies for FMOOC](#)
-



**ELM ST. ADA IMPROVEMENTS**  
City of Greenville Recreation & Parks Department

BID TABULATION (SINGLE PRIME BIDS ONLY)

BID DATE: Tuesday July 29, 2014

BID TIME: 2:00 PM

BID LOCATION: City of Greenville Recreation & Parks  
2000 Cedar Lane  
Greenville, NC

BIDDER (GENERAL CONTRACTOR)	LICENSE NO.	MBE/ MWBE	Acknowledgement of Addendum (s)	BASE BID	ALT G-1	BID TOTAL (= BASE + ALTERNATES)
CA Lewis, Inc.	19294	Yes	Yes	\$168,820	\$24,300	\$193,120
Hudson Brothers	34590	Yes	Yes	\$127,990	\$10,500	\$138,490
Carolina Earth Movers, Inc.						No Bid
East Coast Grading & Utilities, LLC						No Bid

**BID ALTERNATES SCOPE OF WORK:**

G-1 Shall be the amount added to the Base Bid to provide all demolition and new construction associated with the new stair, including but not limited to rails, curbs, grading and partial sidewalks as indicated in drawing A-001 and as detailed in drawing A-303:

Bid Tabulation By: Bradley Williams  
Date: July 29, 2014

Bid Tabulation Witnessed By: Lamarco M. Morrison  
Date: July 29, 2014

BW Architecture, PLLC

City of Greenville Recreation and Parks

## Angelene Brinkley

---

**From:** Debra Vick  
**Sent:** Tuesday, August 26, 2014 10:40 AM  
**To:** Angelene Brinkley; Willie Moye  
**Subject:** Elm St. ADA Improvements/ADA Improvements

**Importance:** High

Information for Requisition # 77456

**From:** Lamarco Morrison  
**Sent:** Tuesday, August 26, 2014 10:21 AM  
**To:** Debra Vick  
**Subject:** FW: Elm St. ADA Improvements

F.Y.I. I've highlighted the agreed upon reductions. We reduced the scope to bring the project within the approved budget.

Lamarco M. Morrison, MSCM  
Parks Planner  
Greenville Recreation and Parks Dept.  
City of Greenville, NC  
Ph. (252) 329-4242  
Fax. (252) 329-4062



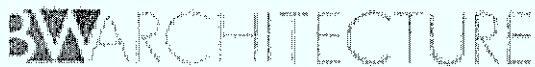
*Find yourself in good company*

\* Please note that any and all correspondence to and from this email address is subject to North Carolina Public Records Law and may be disclosed to third parties.

**From:** Bradley Williams [<mailto:brad@bwarchitecture.info>]  
**Sent:** Friday, August 01, 2014 2:09 PM  
**To:** Lamarco Morrison  
**Subject:** FW: Elm St. ADA Improvements

Lamarco,  
I know that you will need this formally, but below is the number that I just received from Hudson Brothers. Ironically, it is a mere \$450 below your cap. I told them we hoped to be near \$100,000 which would have given you more contingency as I had hoped. Unfortunately this number does not help increase it, but I will let you be the judge there. Just let me know how you would like to proceed.

Thank you,  
Brad



Bradley C. Williams, AIA  
BW Architecture, PLLC  
[www.bwarchitecture.info](http://www.bwarchitecture.info)  
100 A Oakmont Dr.  
Greenville, NC 27858



O 252.355.1300  
C 252.341.2234

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**From:** Bradley Williams [mailto:[brad@bwarchitecture.info](mailto:brad@bwarchitecture.info)]  
**Sent:** Friday, August 01, 2014 2:04 PM  
**To:** 'Bart Collins'  
**Subject:** RE: Elm St. ADA Improvements

OK.

Base bid ~~\$127,990 - \$24,245 = \$103,745~~

Thanks for getting that to us.

I will send to the Rec. & Parks for review and let you know what the plan of action is.  
Brad

**BW** ARCHITECTURE

Bradley C. Williams, AIA

BW Architecture, PLLC

[www.bwarchitecture.info](http://www.bwarchitecture.info)

100 A Oakmont Dr.  
Greenville, NC 27858  
O 252.355.1300  
C 252.341.2234

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**From:** Bart Collins [mailto:[BCollins@hudsonbros.com](mailto:BCollins@hudsonbros.com)]  
**Sent:** Friday, August 01, 2014 1:57 PM  
**To:** Bradley Williams  
**Subject:** Elm St. ADA Improvements

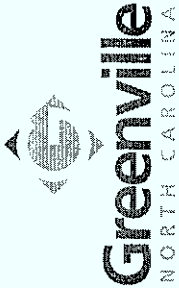
Brad, the pullout for cost of the base bid demo of existing concrete ramps/ installation of new ramps/rails/Bermuda sod is \$24,245. Please let me know how to proceed. Thanks.

Bart Collins  
Senior Cost Estimator

**HB** HUDSON  
BROTHERS  
CONSTRUCTION COMPANY

Hudson Brothers Construction Company  
1450 E. Arlington Blvd., Suite A  
PO Box 2687 (27836)  
Greenville, NC 27858  
Office 252-353-2000  
Cell 252-717-3828  
Fax 252-353-2375

PO# 084498



RECREATION AND PARKS

**BID TABULATION SHEET**  
City of Greenville, North Carolina  
Recreation and Parks Department

Description: HVAC Replacement

Informal Bid: August 29, 2014 @ 1:00 pm

Contractor	Address	Addendum #1 & #2	Base Bid	Add Alternates	Total Bid w/Alternates
Danco Builders	Hunt Ct. Rocky Mount NC	✓	No Bid		
Pitt Electric	1028 Brompton Ln Greenville NC	✓	\$ 53,694.00	\$ 2,500.00	\$ 56,194.00
Central Heating and Air	1100 S. Evans Greenville NC	✓	\$ 55,600.00	\$ 4,700.00	\$ 60,300.00
Comfortmaster Mechanical	1734 Union St Greenville NC	✓	\$ 59,700.00	\$ 3,500.00	\$ 63,200.00
Pemberton, Inc	277 NE Main St Rocky Mount NC	✓	No Bid		
Hemco HVAC	39328 Holly Ridge Rd New Landson NC	✓	Non Responsive emailed quote		

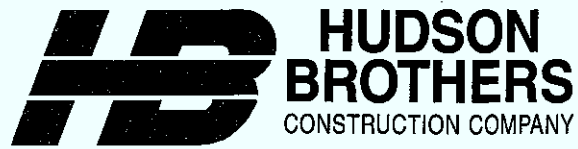
Stephen L. Warner, Parks Facility Manager

08/29/2014

Gate

#

PC #987202



- 1450 E. ARLINGTON BLVD. SUITE A
- PO BOX 2687
- GREENVILLE, NC 27836-0687

- TELEPHONE (252) 353-2000
- FAX (252) 353-2375
- E-MAIL hbcc@hudsonbros.com

September 4, 2014

Mike Watson  
Building Facilities Coordinator  
Public Works Department  
City of Greenville, NC

Re: COG Hooker Road Canopies

Dear Mike:

Enclosed you will find our bid for one of three elements of the canopy project. For your consideration, we present you with the following combination discount options.

Option Number One:

Award canopy steel, footing, roofing combined. Total Combined Discounted Cost ..... \$57,000.00

Option Number Two:

Award canopy steel and footing combined. Total Combined Discounted Cost ..... \$43,500.00

If you need to discuss this information, please feel free to call me.

Sincerely,

Hudson Brothers Construction Company

A handwritten signature in cursive script that reads 'Bart Collins'.

Bart Collins  
Senior Cost Estimator  
252-353-2000/252-717-3828

File 084641



**BID TABULATION FORM**

Find yourself in good company

Item # 10

<b>Project Name:</b>	City of Greenville -Concrete Footing for Canopies for the Facility Management Operations Center	<b>Project No.:</b>	BFC-0005
<b>Opening Location:</b>	Public Works Administration Building, 1500 Beatty Street, Greenville, NC	<b>Bid Opening Date:</b>	Friday, September 5, 2014 @ 2:00 PM

Bidder Company Name	E-Verify Form	Addenda	Bid
JCI Construction Co.			Non-responsive bid. The E-Verify Affidavit was not submitted with the bid.
Hudson Brothers	✓	✓	\$14,000.00
Hollis Construction Services, Inc.			Non-responsive bid. Received the bid after the 2:00 PM deadline.

Certified by: M. Lambert 9-8-14

PO# 084641



**BID TABULATION FORM**

<b>Project Name:</b>	City of Greenville -Canopy for the Facility Management Operations Center	<b>Project No.</b>	BFC-0005
<b>Opening Location:</b>	Public Works Administration Building, 1500 Beatty Street, Greenville, NC	<b>Bid Opening Date:</b>	Friday, September 5, 2014 @ 2:00 PM

Bidder Company Name	E-Verify Form	Addenda	Bid
Hudson Brothers	✓	✓	\$32,000.00
			No other bids were received for this project.

Certified by: Milena J 9.8.14

PO# 084641



Find yourself in good company

Item # 10

**BID TABULATION FORM**

<b>Project Name:</b>	City of Greenville -Finish Roof Material for Canopies for the Facility Management Operations Center	<b>Project No.</b>	BFC-0005
<b>Opening Location:</b>	Public Works Administration Building, 1500 Beatty Street, Greenville, NC	<b>Bid Opening Date:</b>	Friday, September 5, 2014 @ 2:00 PM

Bidder Company Name	E-Verify Form	Addenda	Bid
Hudson Brothers	✓	✓	\$16,000.00
No other bids were received for this project.			

Certified by: Michael D 9-874

COG 978062 v24



# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

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

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

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

<b>Payee</b>	<b>Adjustment Refunds</b>	<b>Amount</b>
Wyatt M. Fountain	Registered Motor Vehicle	\$ 144.36
Geo Precision, Inc.	Registered Motor Vehicle	\$ 117.16
Patricia & Eric Schultz	Registered Motor Vehicle	\$ 183.88

**Fiscal Note:** The total to be refunded is \$445.40.

**Recommendation:** Approval of tax refunds by City Council

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# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Budget ordinance amendment to the Watershed Master Plan Capital Project Fund (Ordinance #14-023) and amendment to the Convention Center (Phase III) Capital Project Fund (Ordinance #14-024)

**Explanation:** **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the Watershed Master Plan and the Convention Center (Phase III) Capital Project Funds budgets.

**Explanation:** Attached for consideration at the October 6, 2014, City Council meeting is an ordinance amending the Watershed Master Plan Capital Project Fund (Ordinance #14-023) and the Convention Center (Phase III) Capital Project Fund (Ordinance #14-024). For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A) To appropriate funds needed to extend the Greens Mill Run Watershed Master Plan to include ECU Main Campus and College Hill Campus. The ECU Agreement establishes reimbursement from ECU for services rendered under this contract amendment. The total cost of the contract amendment is \$195,490, and the reimbursement from ECU is for the total amount (\$195,490).

B) To appropriate additional bond proceeds needed to complete construction on the Convention Center (Phase III) project. The reimbursement resolution for this project was approved at the March 17, 2014 City Council meeting, to not exceed \$4,200,000. This amendment is to adjust the bond proceeds to the not to exceed amount (\$120,000).

**Fiscal Note:** The budget ordinance amendment affects the following funds: increases the Watershed Master Plan Capital Project Fund by \$195,490 and increases the Convention Center (Phase III) Capital Project Fund by \$120,000.



<b>Fund Name</b>	<b>Original / Amended Budget</b>	<b>Proposed Amendment</b>	<b>Amended Budget 10/6/2014</b>
Watershed Master Plan Capital Project	\$ 3,200,000	\$ 195,490	\$ 3,395,490
Convention Center (Phase III) Capital Project	\$ 4,480,000	\$ 120,000	\$ 4,600,000

**Recommendation:** Approve budget ordinance amendment to the Watershed Master Plan Capital Project Fund (Ordinance #14-023) and amendment to the Convention Center (Phase III) Capital Project Fund (Ordinance #14-024).

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[Budget Amendment FY 2014 2015 985202](#)

ORDINANCE NO. 14-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance Amending the Budgets for the Watershed Master Plan Capital Project Fund (Ordinance #14-023) and  
the Convention Center (Phase III) Capital Project Fund (Ordinance #14-024)

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

**Section I:** Estimated Revenues and Appropriations. **Watershed Master Plan Capital Project Fund**, of Ordinance 14-023, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL BUDGET		Amended 10/06/14	Total Amendments	Amended 2012-2013 Budget
<b>ESTIMATED REVENUES</b>					
Spec State/Fed/Loc Grants	\$ -	A	\$ 195,490	\$ 195,490	\$ 195,490
Transfer from Stormwater Utility Fund	3,200,000		-	-	3,200,000
<b>TOTAL REVENUES</b>	<b>\$ 3,200,000</b>		<b>\$ 195,490</b>	<b>\$ 195,490</b>	<b>\$ 3,395,490</b>
<b>APPROPRIATIONS</b>					
Green Mill Run - Study/Design	\$ 1,200,000	A	195,490	195,490	1,395,490
Neuse River - Study/Design	1,200,000		-	-	1,200,000
Schoolhouse Branch & North of Tar River - Study/Design	800,000		-	-	800,000
Total Expenditures	\$ 3,200,000		\$ 195,490	\$ 195,490	\$ 3,395,490
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 3,200,000</b>		<b>\$ 195,490</b>	<b>\$ 195,490</b>	<b>\$ 3,395,490</b>

**Section II:** Estimated Revenues and Appropriations. **Convention Center (Phase III) Capital Project Fund**, of Ordinance 14-024, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL BUDGET		Amended 10/06/14	Total Amendments	Amended 2012-2013 Budget
<b>ESTIMATED REVENUES</b>					
Bond Proceeds	\$ 4,080,000	B	\$ 120,000	\$ 120,000	\$ 4,200,000
Transfer from Convention Center Project (Phase II)	400,000		-	-	400,000
<b>TOTAL REVENUES</b>	<b>\$ 4,480,000</b>		<b>\$ 120,000</b>	<b>\$ 120,000</b>	<b>\$ 4,600,000</b>
<b>APPROPRIATIONS</b>					
Design	\$ 339,000		-	-	339,000
Construction	3,486,666	B	120,000	120,000	3,606,666
Contingency	174,334		-	-	174,334
Furniture, Fixture & Equipment	400,000		-	-	400,000
Bond Expense	80,000		-	-	80,000
Total Expenditures	\$ 4,480,000		\$ 120,000	\$ 120,000	\$ 4,600,000
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 4,480,000</b>		<b>\$ 120,000</b>	<b>\$ 120,000</b>	<b>\$ 4,600,000</b>

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

Adopted this 6th day of October, 2014.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk



# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

---

**Title of Item:** Presentations by Boards and Commissions

- a. Greenville Bicycle and Pedestrian Commission
- b. Investment Advisory Committee

**Explanation:** The Greenville Bicycle and Pedestrian Commission and the Investment Advisory Committee are scheduled to make their annual presentations to City Council at the October 6, 2014, meeting.

**Fiscal Note:** N/A

**Recommendation:** Hear the presentations from the Greenville Bicycle and Pedestrian Commission and the Investment Advisory Committee.

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# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Presentation from ICMA on Fire/Rescue Department Study

**Explanation:** **Abstract:** In September 2013, the City contracted with ICMA to conduct a review and analysis of the Fire/Rescue Department. Results of that departmental study will be presented by the consultant at the City Council meeting on October 6, 2014.

**Explanation:** As a part of their goals and work program, City Council directed staff to review City operations to determine if additional efficiencies could be found. To assist in that effort, City Council approved on September 9, 2013, a contract with the ICMA Center for Public Safety Management to conduct a review and analysis of the Fire/Rescue Department. The study consisted of a review of the existing fire and rescue service including a data-driven analysis to identify actual workload, organizational structure and culture, staffing levels, cost and quality of service delivery, strategic planning relating to the growth of the city and station locations, communications (dispatch), and potential impacts related to the Affordable Care Act, etc.

Mr. Joe Pozzo from ICMA will make a presentation on the study results and recommendations. A copy of the Executive Summary of the report, major issues, and recommendations is attached.

**Fiscal Note:** The cost for ICMA to perform the study was \$59,400 plus expenses not to exceed \$5,000.

Changes in the department as a result of the study will be evaluated for implementation. There may be certain personnel and operational costs, which will be determined during the implementation phase, related to accreditation.

**Recommendation:** Hear the report from ICMA on their review and assessment of the Fire/Rescue Department.

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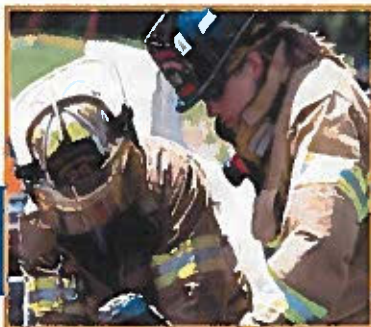
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 [ICMA Report on Fire-Rescue Department Study](#)

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# Fire and Emergency Medical Services Operations and Data Analysis Greenville, North Carolina

September 2014



FIRE/EMS

OPERATIONS

C E N T E R F O R P U B L I C S A F E T Y M A N A G E M E N T

Submitted by and reply to:  
ICMA Center for Public Safety Management  
International City/County Management Association  
777 North Capitol Street NE, Suite 500  
Washington, DC 20002  
PublicSafety@icma.org  
202-962-3607  
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## ICMA

*Leaders at the Core of Better Communities*

## General Information

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### About ICMA

The International City/County Management Association (ICMA) is a 100-year-old nonprofit professional association of local government administrators and managers, with approximately 9,000 members located in 28 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments in providing services to their citizens in an efficient and effective manner. Our work spans all of the activities of local government: parks, libraries, recreation, public works, economic development, code enforcement, brownfields, public safety, and a host of other critical areas.

ICMA advances the knowledge of local government best practices across a wide range of platforms, including publications, research, training, and technical assistance. Our work includes both domestic and international activities in partnership with local, state, and federal governments, as well as private foundations. For example, we are involved in a major library research project funded by the Bill & Melinda Gates Foundation and are providing community policing training in El Salvador, Mexico, and Panama with funding from the United States Agency for International Development. We have personnel in Afghanistan helping to build wastewater treatment plants and have teams working with the United States Southern Command (SOUTHCOM) in Central America on conducting assessments and developing training programs for disaster preparedness.

### ICMA Center for Public Safety Management

The ICMA *Center for Public Safety Management* (ICMA/CPSM), one of four centers within ICMA's U.S. Programs Division, provides support to local governments in the areas of police, fire, emergency medical services (EMS), emergency management, and homeland security. In addition to providing technical assistance in these areas, we also represent local governments at the federal level and are involved in numerous projects with the U.S. Department of Justice and the U.S. Department of Homeland Security.

ICMA/CPSM is also involved in police and fire chief selection, assisting local governments in identifying these critical managers through original research, the identification of core competencies of police and fire managers, and assessment center resources.

Our local government technical assistance includes workload and deployment analysis, using operations research techniques and credentialed experts to identify workload and staffing needs and best practices. We have conducted approximately 140 such studies in 90 communities ranging in size from 8,000 population (Boone, Iowa) to 800,000 population (Indianapolis, Indiana).

Thomas Wiczorek is the Director of the Center for Public Safety Management. Leonard Matarese is the Director of Research & Project Development.

## Methodology

The ICMA Center for Public Safety Management team follows a standardized approach to conducting analyses of fire, police, and other departments involved in providing services to the public. We have developed this approach by combining the experience sets of dozens of subject matter experts in the areas of police, fire, and EMS. Our collective team has several hundred years of experience leading and managing public safety agencies, and conducting research in these areas for cities in and beyond the United States.

The reports generated by the operations and data analysis team are based upon key performance indicators that have been identified in standards and safety regulations and by special interest groups such as the International Association of Fire Chiefs (IAFC), the International Association of Fire Fighters (IAFF), and the Association of Public-Safety Communication Officials International, and through ICMA's Center for Performance Measurement. These performance measures have been developed following decades of research and are applicable in all communities. For this reason, the data yield similar reporting formats, but each community's data are analyzed on an individual basis by the ICMA specialists and represent the unique information for that community.

The ICMA team begins most projects by extracting calls for service and raw data from a public safety agency's computer-aided dispatch system. The data are sorted and analyzed for comparison with nationally developed performance indicators. These performance indicators (e.g., response times, workload by time, multiple-unit dispatching) are valuable measures of agency performance regardless of departmental size. The findings are shown in tables and graphs organized in a logical format. Despite the size and complexity of the documents, a consistent approach to structuring the findings allows for simple, clean reporting. The categories for the performance indicators and the overall structure of the data and documents follow a standard format, but the data and recommendations are unique to the organization under scrutiny.

The team conducts an operational review in conjunction with the data analysis. The performance indicators serve as the basis for the operational review. The review process follows a standardized approach comparable to that of national accreditation agencies. Before the arrival of an on-site team, agencies are asked to provide the team with key operational documents (policies and procedures, asset lists, etc.). The team visits each city to interview fire agency management and supervisory personnel, rank-and-file officers, and local government staff.

The information collected during the site visits and through data analysis results in a set of observations and recommendations that highlight the strengths, weaknesses, and opportunities of—and threats to—the organizations and operations under review. To generate recommendations, the team reviews operational documents; interviews key stakeholders; observes physical facilities; and reviews relevant literature, statutes and regulations, industry standards, and other information and/or materials specifically included in a project's scope of work.

The standardized approach ensures that the ICMA Center for Public Safety Management measures and observes all of the critical components of an agency, which in turn provides substance to benchmark against localities with similar profiles. Although agencies may vary in size, priorities,



and challenges, there are basic commonalities that enable comparison. The approach also enables the team to identify best practices and innovative approaches.

In general, the standardized approach adopts the principles of the scientific method: We ask questions and request documentation upon project start-up; confirm accuracy of information received; deploy operations and data analysis teams to research each unique environment; perform data modeling; share preliminary findings with the jurisdiction; assess inconsistencies reported by client jurisdictions; follow up on areas of concern; and communicate our results in a formal written report.

## **ICMA/CPSM Project Contributors**

Thomas J. Wiczorek, Director

Leonard A. Matarese, Director of Research and Project Development

Steven Knight, Ph.D., Senior Manager for Fire and EMS

Joseph E. Pozzo, Senior Manager

Gerard Hoetmer, Senior Associate

Dov N. Chelst, Ph.D., Director of Quantitative Analysis

Gang Wang, Ph.D., Senior Quantitative Analyst

Sarita Vasudevan, Quantitative Analyst

Dennis Kouba, Editor

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## Executive Summary

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ICMA executed a contract with the city of Greenville, N.C., to complete a comprehensive analysis of the city's fire and emergency medical services as well as certain services provided to the city by Pitt County, specifically emergency communications. This analysis is designed to provide the city with a thorough and unbiased review of emergency services provided by the Greenville Fire/Rescue Department (GFRD). As well the report provides information with supportive rationale for how the department may transition to alternative staffing and deployment models and expand services in the future. Importantly, this report also provides recommendations for ways to improve those emergency services, identifies major issues and discusses in depth the department's operational strengths and weaknesses. Further, the report provides a benchmark of the city's existing service delivery performance as analyzed in the accompanying comprehensive data analysis, which was performed utilizing information provided by GFRD. ***This data analysis in itself provides significant value to the city as the city now has a workload analysis from which to move forward with in future planning efforts.*** Also included in this report is the use of geographic information systems (GIS) data mapping to support the operational discussion and recommendations.

During the study, ICMA analyzed performance data provided by the GFRD and we also examined first-hand the department's operations. Fire and EMS departments tend to deploy resources utilizing traditional approaches, which are rarely reviewed. This report seeks to identify ways the department can improve efficiency, effectiveness, and safety for both its members as well as the community it serves. This report also explains the current culture with regard to certain operational elements such as staffing and day-to-day operational activities. The report also identifies the need for stable and progressive leadership at the department head level.

Confirmed in this analysis is the need for the department to participate in the Center for Public Safety Excellence (CPSE) accreditation process and become an accredited agency. This process is designed to identify planning, program, and procedural strengths and weaknesses through self-assessment, and then create opportunity for the department to make significant improvement and maintain contemporary planning processes through developed and implemented plans, guidelines and assessment outcomes.

To begin the review, the project management staff asked the city for certain documents, data, and information. The project management staff used this information/data to familiarize themselves with the fire department's structure, assets, and operations. The provided information was also used in conjunction with the raw performance data collected to determine the existing performance of the fire department, and to compare that performance to national benchmarks. These benchmarks have been developed by organizations such as the National Fire Protection Association (NFPA), Center for Public Safety Excellence, Inc., (CPSE), and the ICMA Center for Performance Measurement. City staff was also provided an electronic shared information folder to upload information for analysis and use by the ICMA project management staff.

The project management staff conducted site visits on November 20 and 21, 2013, for the purpose of observing fire department and agency-connected supportive operations, interviewing key fire department staff, and reviewing preliminary data and operations. Several telephone conference calls were also conducted between ICMA project management staff and the city so that ICMA staff could affirm the project scope, and elicit further discussion regarding this operational analysis.

## Major Issues Confronting the GFRD

The GFRD provides a professional service with regard to fire and EMS service delivery. The fire department personnel with whom ICMA interacted are truly interested in and committed to serving the city to the best of their abilities. As a fire and EMS agency, the GRFD operates somewhat in an island environment; that being there are no similar agencies within close proximity with the surge capacity of assets and on-duty staffing the GRFD is capable of deploying. One outstanding issue facing the GFRD is that the organization has not had a regular fire chief since March 2013 when the former fire chief retired and the current deputy fire chief was named interim fire chief. The former fire chief served from September 2010 to March 2013. Other issues facing the GFRD, and which are discussed in this report, include:

1. In our view there is an overstaffing of ambulance crews; thus our recommendation to reduce personnel staffing on ambulances from three to two as an efficiency measure and as a more effective use of staffing. The department has transitioned to providing emergency medical services as the primary service delivery component and should continue transitioning to this in a more efficient manner while maintaining competencies and effective service delivery in fire services.
2. A need to implement certain fundamental organizational components to assist with decision making and planning to include a comprehensive strategic plan, community risk and vulnerability analysis, internal risk management plan, and performance measurement benchmarking.
3. The need for an additional ambulance to reduce the workload of those 24-hour staffed ambulances that have unit hour utilization (UHU) of more than .25. It is our recommendation that additional ambulances added outside of any new station openings be staffed at peak time via a reallocation of existing ambulance personnel (see bullet #1).
4. There is a critical need for more support from the county's emergency communications center with regard to day-to-day operations and dispatch of GRFD units. There are lingering issues with the county emergency communications center, and if these cannot be resolved, the city should research and consider available options to establish a PSAP service and an emergency communications center.
5. A need to review the use of overtime, including how it is calculated and applied to ensure consistency as it connects to the Fair Labor Standards Act (FLSA), under section 7(k) (29 U.S.C. 207(k)), specifically in the calculation of productive versus unproductive time.

## Initial Steps Going Forward

The GFRD provides excellent service to the Greenville community, its citizens, businesses, and the university system. The department is respected in the community and by city leadership. As discussed in this analysis however, there are certain issues facing the department at this time. Most notable is that the department is without a regular fire chief and has had an interim fire chief since March 2013 (the current deputy chief). While this has additional impacts on the department in that certain positions such as the battalion chief of training remain unfilled due to secondary move-ups in the department, it does allow personnel serving in interim positions valuable work experience in the organization they may not otherwise be exposed to, which broadens their careers and strengthens the organization.

As the city begins to initiate the actions as recommended by this study, there is a need to infuse a new culture and ideas into the fire department that embrace efficiencies in service delivery, while maintaining an effective and productive delivery of the department's core services. One way to do this is to secure a regular fire chief who is well versed in both fire service operations and management and emergency medical services transport. Some consideration may be given to hiring an experienced manager from outside of the department, which many jurisdictions do. However, hiring a new chief from the outside is not always the perfect solution. A new fire chief from the outside may have vastly different ideas on how to manage the department and what direction to take the department. Selecting an individual from inside the department brings with it internal knowledge and experience, however there is no guarantee the culture can be changed by an internally selected chief. In any case, a regular fire chief brings stability and consistent decision making and leadership. The city should be positioned to recruit and evaluate fire chief candidates based on the information and evaluation from this study.

## Recommendations

Twenty-four recommendations for the GFRD are listed below and are separated as planning/administrative and operational. As well they appear in the applicable sections within this report. The recommendations are based on best practices derived from the NFPA, the CPSE, ICMA, the U.S. Fire Administration, the International Association of Emergency Managers (IAEM), and the Federal Emergency Management Agency (FEMA). Recommendations provided may be adopted in whole, in part, or rejected.

### Planning/Administrative

- It is essential that senior level fire department staff provide visible leadership in the development and implementation of a comprehensive strategic plan.
- Incorporate improved goals and objectives into strategic and comprehensive planning documents, as well as the annual budget and long-range fiscal documents.
- The department performance measurement system should be linked to its strategic goals and objectives and fiscal/budget documents. The number of measurements related to quality (outcome) and customer satisfaction should be increased to determine how

effectively the department is making progress in achieving its goals. The department should also begin the analysis of its cost effectiveness by establishing a number of efficiency ratios (output and outcome) to better determine progress on a year-to-year basis.

- Strongly consider the Center for Public Safety Excellence (CPSE) accreditation program and conduct a self-assessment under the CPSE guidelines as a means toward overall organizational improvement.
- It is strongly recommended the GFRD complete a fire and community risk assessment. This assessment should be done in conjunction with the fire and EMS calls for service demand analysis provided in this report, along with the department's current effort to identify, plot, and analyze high-hazard risks.
- The department needs to develop and implement an internal risk management plan following the standards of NFPA 1500, *Standard for a Fire Department Occupational Safety and Health Program*.
- It is recommended that the city of Greenville and GRFD continue to monitor legislative efforts and the ongoing implementation of the Patient Protection and Affordable Care Act (PPACA) to ensure that the department's service delivery models are congruent with the changing health care environment, revenue and reimbursement schedules, and alignment with community expectations for service.
- It is recommended that the GFRD develop a system to document nonemergency activities so that decisions about new efficiencies and the capacity to do work are both accurate and transparent to leadership and the community.
- It is strongly recommended that a review of overtime be conducted, including how it is calculated and applied for consistency; ensuring its use is consistent with the Fair Labor Standards Act (FLSA), under section 7(k) (29 U.S.C. 207(k)), specifically in the calculation of productive versus unproductive time.
- As funding allows, consider the addition of a dedicated plans reviewer position in the fire department to meet current and future inspection and plans review demand.
- Due to the critical and visible nature of the position, the city should consider reclassifying the fire marshal position to a middle management level classification and assigning the appropriate title.
- The public fire and life safety education function should be merged into the fire prevention office under the supervision of the fire marshal.
- The city's Emergency Operations Plan (EOP) should be reviewed and updated.
- It is strongly recommended the city and county emergency managers meet on a regular basis to openly discuss current and emerging emergency management issues, and as well the county emergency management director should be invited to and should participate in the city's emergency management exercises.
- It is strongly recommended that the establishment a joint city /county 911 communication center advisory board occur that focuses on current and emerging issues in emergency communications. The appointed membership would include the various users of the center's communication system.

- The issues with the county 911 communications center are such that the city of Greenville may consider available funding, organizational options, and recent state legislation that enable the city to petition the county to establish a secondary PSAP service.

### Operational

- It is strongly recommended that GFRD utilize an automatic vehicle locator (AVL) interface with the computer-aided dispatch (CAD) system so that the closest appropriate unit if available will be dispatched for a request for service.
- It is recommended that the city of Greenville and GRFD utilize a risk-based strategy to reevaluate and refine their decision matrix for outlining what types of requests for service require an emergency response and which types of service requests can be responded to with the normal flow of traffic.
- It is recommended that the city of Greenville and the GFRD develop and implement a comprehensive performance-based management strategy for all elements of response time, with a focus on dispatch and turnout times as these are most controllable from a human perspective.
- It is strongly recommended that the city of Greenville and GFRD work with the Pitt County 911 communications center to: institute a performance measurement system benchmarked against national standards; and to deliver services at an agreed-upon level of service.
- It is strongly recommended that the city of Greenville and GRFD explore elements of dynamic deployment in an effort to better align resources to demand for services, thus improving the efficient allocation of resources.
- It is recommended that the GFRD consider a staffing and deployment model that transitions EMS unit staffing from three person staffing to two person, and which then allocates the third person to additional EMS units at peak times of the day as an effort to better manage the EMS workload.
- If the city desires to improve response capability in the southern portion of the city, the general area of the proposed station is appropriate based on geographic unit travel times.
- It is suggested that further analyses utilizing demand, risk, and unit travel times as outlined in this report be conducted at times of expansion and/or station replacement to ensure that service enhancements couldn't be realized with relocating existing stations as a first option.
- Continue table top exercises for the Emergency Operations Plan control group; exercises should be scheduled at least annually.





# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Mid-Term Report on The 10-Year Plan to End Chronic Homelessness in Pitt County: "Our Journey Home"

**Explanation:** **Abstract:** A report will be presented on the accomplishments from the strategies identified in the 10-Year Plan to End Chronic Homelessness in Pitt County. The programs are a multi-agency initiative lead by Pitt County and including the City of Greenville and other community partners.

**Explanation:** In 2001 the United States Interagency Council on Homelessness established a goal and challenge to cities across the nation to end chronic homelessness. In response to this challenge, Pitt County and the City of Greenville developed and adopted a 10-Year Plan to End Chronic Homelessness in 2008. The plan outlined a comprehensive list of identified community organizations, leaders, and citizens essential to help create a road map that would lead the community efforts to end chronic homelessness within ten years. Community partners included Pitt County Government; City of Greenville; United Way of Pitt County; East Carolina Behavioral Health, LME; Vidant Foundation (Pitt Memorial Hospital Foundation); and the Greater Greenville Community Foundation and provided the financial support to create the plan. United Way of Pitt County, Pitt County Government, and the City of Greenville committed to two years of support to begin its implementation.

Pitt County Government became the Lead Agency in overseeing the work and monitoring progress. Implementation of the plan began on July 1, 2009. The Pitt County Advisory Board was formed soon after and began focusing key strategies that would have an immediate and lasting impact on reducing the number of chronically homeless individuals. The following strategies were identified by the Pitt County Advisory Board.

### **Key Strategies Identified by the Pitt County Advisory Board**

1. Developing and maintaining programs that worked with homeless individuals with disabilities to apply and receive disability benefits.

2. Aggressively seeking out and applying for new state and federal funds to provide financial and case management assistance to homeless families and individuals as they move from homelessness to stable housing.
3. Working with qualified agencies to expand the number of Permanent Supportive Housing (PSH) units in Pitt County.
4. Ensuring that some PSH units are dedicated to chronically homeless and veterans.
5. Strengthening the Pitt County Regional Committee, an active regional committee within the North Carolina Balance of State, by providing administrative assistance, maintaining records, and reporting outcomes for annual events such as the PIT survey.
6. Participating in the statewide homeless database system known as the Carolina Homeless Information Network. The report identifies several accomplishments and strategies that have been implemented.

**Some of the accomplishments are listed below and can be found in greater detail within the report:**

1. Increased access to services provided to the homeless population
2. Increased the number of individuals who are employed and able to manage their personal finances
3. Creation of a comprehensive client-centered discharge planning process coordinated system among community agencies for individuals leaving foster care, mental health facilities, jails and prisons, medical facilities and military units who are at risk for homelessness
4. Development of an annual Point In Time Survey
5. Implementation of the Project Homeless Connect program

While the number of persons that have been identified as homeless (either living in emergency shelters, transitional programs, or on the street) has remained relatively constant, significant progress has been made by the efforts to reduce chronic homelessness by Pitt County. As a result of the targeted efforts and community wide programs, chronic homelessness has been reduced by 88% during the first 5 years of the program. Persons who are chronically homeless are identified as an unaccompanied individual having a disability and living on the streets or in a shelter for one year or having four episodes of homelessness. At the beginning of the initiative, 24 persons were identified as chronically homeless in 2008 during the point in time survey. During the 2014 point in time survey, 3 persons were identified as chronically homeless.

A unique opportunity to evaluate the current structure of the program and staffing has resulted from staff changes at Pitt County. There are several goals that remain to be accomplished. In order to do so, it is recommended that future efforts to complete the next 5-year homeless work program be best accomplished with the realignment of the duties and establish a new lead agency to implement

the programs. The Pitt County United Way has been approached and recommended by Pitt County to lead the program. The realignment will result in future consideration of funding by Pitt County and the City of Greenville (from CDBG funds under the Non-Profit Public Service awards) for continuation of the homeless programs.

**Fiscal Note:**

No cost to receive the report. It is anticipated that the Pitt County United Way may seek future CDBG funding of approximately \$10,000 for approximately 2 to 3 years for implementation of the plan.

**Recommendation:**

Accept the report and instruct the Community Development Department staff to work with the United Way and Pitt County on future requests for funding of the program under the CDBG Public Service category.

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Attachments / click to download

 [10 Year Plan Mid Term Report](#)

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*The journey home begins with us*



# OUR JOURNEY HOME

The 10-YEAR PLAN TO END CHRONIC HOMELESSNESS IN PITT COUNTY

**MID TERM  
REPORT  
July, 2014**



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## Introduction:

In response to a challenge to end chronic homelessness issued by the United States Interagency Council on Homelessness in 2001, Pitt County and the City of Greenville developed and adopted a 10-Year Plan to End Chronic Homelessness in 2008. The plan represented a comprehensive effort of various community organizations, leaders and citizens to create a roadmap that would lead this community to end chronic homelessness within ten years. Our funding partners, Pitt County Government, City of Greenville, United Way of Pitt County, East Carolina Behavioral Health, LME, Vidant Foundation (Pitt Memorial Hospital Foundation) and the Greater Greenville Community Foundation provided the financial support to create the plan. United Way of Pitt County, Pitt County Government and the City of Greenville committed to two years of support to begin its implementation. Pitt County Government became the Lead Agency in overseeing the work and monitoring progress. Implementation of the plan began in July 1, 2009, with the hire of a project manager and the appointment of an advisory board to oversee this effort.

During the first five years, the Pitt County Advisory Board focused on identifying and implementing key strategies (see Table 1) that would have an immediate and lasting impact on reducing the number of chronically homeless individuals. As a result of these targeted community-wide programs and initiatives, the **number of chronically homeless individuals has declined by 88%**. In the 2008 publication of the 10-Year Plan to End Chronic Homelessness, Pitt County reported 24 individuals who were identified as being chronically homeless during the Point in Time (PIT) Survey. During the 2014 PIT Survey, only three individuals were identified as chronically homeless. Pitt County is on track to end chronic homelessness by the year 2016, the same year targeted in the Federal Government’s plan known as “*Opening Doors: Federal Strategic Plan to Prevent and End Homelessness*”. This remarkable achievement is possible because of the full commitment of our local governments, agencies, nonprofits and faith-based organizations.

**Table 1: Key Strategies Identified by the Pitt County Advisory Board**

1.	Developing and maintaining programs that worked with homeless individuals with disabilities to apply and receive disability benefits.
2.	Aggressively seeking out and applying for new state and federal funds to provide financial and case management assistance to homeless families and individuals as they move from homelessness to stable housing.
3.	Working with qualified agencies to expand the number of Permanent Supportive Housing (PSH) units in Pitt County.
4.	Ensuring that some PSH unites are dedicated to chronically homeless and veterans.
5.	Strengthening the Pitt County Regional Committee, an active regional committee within the North Carolina Balance of State (NC BoS), by providing administrative assistance, maintaining records and reporting outcomes for annual events such as the PIT survey.
6.	Participating in the statewide homeless database system known as the Carolina Homeless Information Network (CHIN).

To highlight our efforts to reduce homelessness, this mid-term report will begin with background information on the 10-Year Plan, followed by our implemented strategies during the first five years, secured grant funding for established programs and annual homeless counts. The remainder of the report focuses on recommendations for continued implementation of the 10-Year Plan.

## Background:

In 2008, as Pitt County began its work on developing a 10-Year Plan, at least 131 people in Pitt County were identified as homeless, either living in emergency shelters, transitional programs or on the street.

Twenty-four (24) individuals were identified as chronically homeless. Chronically homeless is defined as an unaccompanied individual having a disability and living on the streets or in a shelter for one year or having four episodes of homelessness in the past three years. Many individuals who are chronically homeless have both mental and additional issues. Due to their challenging disabilities, they are more likely to access health care, mental health treatment and substance abuse services through the most expensive provider options, such as emergency rooms.

Although the chronically homeless in the United States make up about 10% of the homeless population, they consume over 50% of the resources and services available to the homeless, including emergency medical services, psychiatric treatment facilities, shelters, and law enforcement and correctional facilities. In an Economic Impact Report developed for the 10-Year Plan, it was estimated that in 2008, Pitt County spent at least \$1,982 per month or \$23,786 annually per individual who was identified as chronically homeless without providing shelter or supportive services. The Fair Market Rate (FMR) for a one-bedroom apartment in Pitt County in 2007 was \$470. Providing 12 months of rental support for a person who is chronically homeless would amount to \$5,640.

In studies throughout the United States, communities found similar results— that it was more expensive for a person with disabilities to remain homeless than to provide housing with supportive services. At the same time, communities were beginning to change how they provided services to help the chronically homeless. These programs focused on a “Housing First” approach. A Housing First approach seeks to assist people to exit homelessness as quickly as possible by placing them in permanent housing situation and linking them to needed services. If a chronically homeless person is able to quickly obtain stable, appropriate, permanent housing, then the issues of mental illness, substance abuse, education, and employment become imminently more manageable.

Multiple studies show that there is a cost benefit to both the community and the individual by investing in these supportive housing programs. The Jordan Institute for Families at the UNC-Chapel Hill School of Social Work completed a study of a permanent supportive housing program in North Carolina in 2007. The study followed 21 residents for two years before and two years after entering the supportive housing program, and found that overall costs for services for these individuals fell by 26%. Cost of inpatient substance abuse treatment, outpatient mental health services, and incarceration also fell.

### **Current Status and Trends:**

Although Pitt County is very close to reaching its goal of ending chronic homelessness, families and individuals still become homeless. In historical data presented in the PIT surveys, the numbers of homeless individuals and families have remained constant over these years while the numbers of chronically homeless have dramatically declined. At the same time, many families remain unstably housed for long periods of time. While the strategies outlined in the 10-Year Plan were primarily focused on ending chronic homelessness, the full implementation of the plan was intended to also reduce homelessness overall in our community.

In 2009, the United States experienced a recession and with it came home foreclosures, job losses, high unemployment and a rise in poverty levels across the nation. North Carolina and Pitt County were not immune to this financial decline. Many families experienced homelessness for the first time, adding a new dimension to this problem.

During this same time period (2009), the federal government reauthorized the McKinney-Vento Homeless Assistance Act, changing the name to the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act). The HEARTH Act has made substantial changes to focus on program outcomes for federally funded programs. Among those changes were defining new goals for

ending homelessness, including: 1) reducing the length of homelessness to 30 days or less; 2) reducing the overall number of people experiencing homelessness; and 3) reducing recidivism. Another important feature of this Act is that reducing homelessness must be measured on a community-wide basis, not just at a program or agency level. This means that communities must be engaged with all agencies and programs working to reduce homelessness.

Because Pitt County and the City of Greenville committed to the 10 Year Plan, our community is well positioned to take advantage of new funding sources and gauge program outcomes at the level expected by federal and state programs. Our community's commitment to create new partnerships to end chronic homelessness has changed how our community views individuals and families who become homeless. We now see a future where chronically homeless individuals are no longer homeless, but stably housed, and where individuals and families who become homeless have access to appropriate services and assistance to become rehoused quickly. Supporting the next phase of implementation of the 10-Year Plan will bring the desired results—ending chronic homelessness by 2016 and reducing homelessness in our community.

## **10-Year Plan Goals, Outcomes and Accomplished Strategies for First 5 Years:**

*Our Journey Home 10-Year Plan* focuses on two major goals and five outcomes (listed below), along with several strategies to combat chronic homelessness. Strategies implemented during the first five years are described below.

### **GOAL 1: Provide community-based services and support to prevent homelessness before it happens and diminish risks for homelessness to reoccur.**

*Outcome 1-A:* Increased access to services provided to the homeless population.

*Outcome 1-B:* Increased number of individuals who are employed and able to manage their personal finances.

*Outcome 1-C:* A comprehensive client-centered discharge planning process coordinated among community agencies for individuals leaving foster care, mental health facilities, jails and prisons, medical facilities, and military units who are at risk for homelessness.

*Outcome 1-D:* A data infrastructure Homeless Management Information System (HMIS) that would link all services, screen for program eligibility, and gather data needed to monitor (assess) progress of implementation.

*Strategy 1: Expedite the process for qualifying participants who are homeless to receive entitlement benefits*

#### ***The SSI-SSDI Outreach Access and Recovery Program (SOAR):***

SOAR is a program sponsored by the Substance Abuse and Mental Health Services Administration (SAMHSA) to increase access to Social Security Administration (SSA) disability benefits for people who are homeless and at risk of homelessness. SSA disability benefits include SSI (Supplemental Security Income) and SSDI (Social Security Disability Insurance). These programs both include monthly income benefits and healthcare benefits. SSI recipients receive Medicaid benefits and SSDI recipients are eligible for Medicare benefits.



In order to improve applications, SOAR educates caseworkers about how SSA and Disability Determination Services (DDS) determine if an individual qualifies for disability benefits and what information caseworkers can provide to help SSA and DDS make accurate decisions. The SOAR model asks caseworkers to take a more active role in communicating with SSA and DDS during the application process. Caseworkers also gather medical information and personal accounts about the applicant's disabling condition in order to write a detailed report for SSA. The average SOAR case requires more effort during the initial application process (an average 35-40 hours per case), but results in more approvals of initial applications in less time when compared to non-SOAR applications.

North Carolina has a coordinated SOAR program which works at the state-level to improve access to SSI & SSDI. Pitt County, through the 10-Year Plan, has been able to maintain a dedicated staff person for its SOAR program. The Pitt County SOAR caseworker attends statewide meetings and training sessions, as well as provides outcome data. Since implementing the SOAR program, 85 referrals have been made and 41 applications have been submitted. Of the applications submitted, the SOAR caseworker closed 15 cases prior to determination. Of the 26 remaining applications, 15 applications were approved, seven applications were denied and as of July 1, 2014, four applications are pending a decision by the SSA office.

Successful SOAR applications mean that clients now have a stable source of income, have access to medical care (Medicaid) and in most cases, stable housing. In the Pitt County program, 15 clients' applications were approved for SSI funding. Of those, 3 individuals have died and three individuals have moved out of the county, but are stably housed. One (1) individual left Pitt County and we have no information on this person's housing situation. All remaining eight individuals are stably housed in Pitt County.

*Strategy 2: Conduct an annual Project Homeless Connect event in conjunction with the Veteran's Stand Down.*

***Project Homeless Connect (PHC):***

Project Homeless Connect (PHC) is a one-day, one-stop event to serve people experiencing, or at risk of experiencing, homelessness in Pitt County. Services provided at the event include health and dental screenings and care, mental health services, Veterans' services, legal services, employment and education resources, housing resources, personal grooming services, and more. Community partners in Pitt County hosted two successful events in 2011 and 2012 (see Table 2).



Project Homeless Connect events make a powerful impact on homeless people's lives by providing a wide range of assistance in one location and by the outpouring of respect and hospitality. It enables service agencies to efficiently reach many people in a single day and to coordinate their services together. At the same time, it educates the community about the issues surrounding homelessness while allowing individual community members to contribute their efforts, talents, and compassion.

**Table 2: Project Homeless Connect Greenville/Pitt County Combined Results**

	<b>2011</b>	<b>2012</b>
Total Number of Guests	205	279
Total Number of Volunteers	190	204
Number and(percentage) Reported Homeless	78 (38%)	53 (19%)
Number of Services available	48	48
Number Receiving Dental Services	12	100*

*\* East Carolina University School of Dental Medicine provided a complete dental clinic staffed by ECU staff and students for the 2012 PHC Event, enabling over 100 people to receive free dental care.*

*Strategy 4: Help secure adequate funding to provide emergency financial assistance for emerging housing and other crisis needs in Pitt County.*

**Table 3: Total Grant Funds for Financial Assistance**

<b>Grant Name</b>	<b>Year(s) Awarded</b>	<b>Grant Type</b>	<b>Amount (\$)</b>	<b>Total (\$)</b>
Homeless Prevention and Rapid Re-Housing Program (HPRP)	2009-2013	Federal 3 Year One-Time	\$1,000,000	\$1,000,000
Emergency Solution Grant (ESG)	2012-2013	State Annual	\$116,411	\$173,711
	2013-2014		\$57,000	
<b>Total Grant Funds for Financial Assistance</b>				<b>\$1,173,711</b>

***Homeless Prevention and Rapid Rehousing Program (HPRP):***

On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act of 2009, which included \$1.5 billion for a Homelessness Prevention Fund. Funding for this program, called the Homelessness Prevention and Rapid Re-Housing Program (HPRP), was distributed based on the formula used for the Emergency Shelter Grants Program. This three-year program would provide communities with funds to assist individuals and families who were homeless or at risk of becoming homeless with rent and utility payments.

In North Carolina, seven cities (Asheville, Fayetteville, Raleigh, Durham, Greensboro, Winston-Salem and Charlotte) and one county (Wake) received a direct distribution of HPRP funds from the federal government. The remaining funds were awarded to the State of North Carolina Department of Health and Human Services (NC DHHS). NC DHHS created a competitive application process to distribute these funds. Pitt County’s Department of Social Services (Pitt Co. DSS) was one of only 20 agencies that were

successful, receiving a grant for \$1 million dollars for the three-year contract beginning November, 2009 and ending August, 2012.

Over this time period, the Pitt County DSS staffed over 848 cases for program eligibility. This program provided financial assistance and case management services for 278 households and assisting a total of 643 people. Services included financial assistance with monthly rent and utilities, rental application fees, deposits for apartments and utility services, as well as moving and hotel vouchers. All clients received case management and housing location services while in the program.

**Table 4: Homeless Prevention and Rapid Rehousing Program (HPRP) Results**

Total Households Served	278
Total People Served	643
Prevention (At Risk)	590 (92%)
Homeless Assistance (Literally Homeless)	53 (8%)
Age & Gender	
Adults	361
Females	225 (62%)
Males	136 (38%)
Children (2 clients missing data not included)	278
Ethnicity	
Non-Hispanic	98%
Hispanic	2%
Race	
White	11%
AA/Black	86%
Other	3%
Veterans Served	65 (18%)
Length of stays in program (in days)	
Prevention (at risk)	
Average Stay	98 day
Median Stay	96 days
Homeless Assistance (literally homeless)	
Average Stay	54 days
Median Stay	46 days

***Rapid Re-Housing Program (RR):***

The Rapid Re-housing program is part of a new grant established by the federal government when the McKinney-Veto act was re-authorized in 2009 under the name of the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act). The HEARTH Act consolidated three of the separate homeless assistance programs administered by HUD into a single grant program, and revises the Emergency Shelter Grants program renaming it the Emergency Solutions Grants (ESG) program. The change in the program’s name, from Emergency Shelter Grants to Emergency Solutions Grants, reflects the change in the program’s focus from addressing the needs of homeless people in emergency or transitional shelters to assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

In North Carolina, the ESG funds are available to communities through an annual competitive application process. Pitt County's application included funding to support two programs: emergency shelter facilities and a Rapid Re-housing (RR) program. The RR program is housed with Pitt County Government (Planning and DSS) and supports a Housing Coordinator as well as providing financial assistance to eligible homeless individuals and families so that they can move quickly to permanent, stable housing. Two emergency shelters, Greenville Community Shelter and New Directions (emergency shelter for domestic violence victims) receive ESG funds to support their facilities. Over \$173,000 in ESG funds have been received during the first two funding cycles.

## **GOAL 2: Create adequate short-term housing options and supportive permanent housing for those who are chronically homeless or at risk of becoming homeless.**

*Outcome 1-A:* Increased inventory of housing options that meet the needs of individuals and families who are homeless and those at risk of becoming homeless.

*Strategies 1-5:* Housing Inventories, assistance for temporary housing, adequate funding for emergency shelters, increase housing units ear-marked for chronically homeless and adopt best practice housing models such as Housing First.

### ***What do we mean when we talk about a Housing First Approach?***

A *Housing First Approach* (HFA) seeks to assist people to exit homelessness as quickly as possible by placing them in permanent housing and linking them to needed services. This approach assumes that the factors that have contributed to an individual's homelessness can be best remedied once the individual is housed rather than in emergency shelters or transitional settings. It also accepts that, for some individuals, life-long support may be required to prevent the reoccurrence of homelessness. If a person who is chronically homeless is able to quickly obtain stable, appropriate permanent housing, then the issues of mental illness, substance abuse, education and employment become imminently more manageable. Our community has supported the HFA through HPRP and ESG programs.

### ***What are Permanent Supportive Housing (PSH) program(s)?***

*Permanent Supportive Housing (PSH)* programs are long-term, community-based housing that has supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live as independently as possible in a permanent setting. The supportive services may be provided by the organization managing the housing or coordinated by the applicant and provided by other public or private service agencies. Permanent housing can be provided in one structure or several structures at one site or in multiple structures at scattered sites. There is no definite length of stay. In Pitt County, several PSH type programs are operated by two agencies and funded through the department of Housing and Urban Development (HUD). The Greenville Community Shelters, Inc. (GCS) operates two programs. The Greenville Housing Authority (GHA) has four PSH programs. One (1)

program operated by GHA is for homeless Veterans (VASH) and the remaining three houses a proportion of chronically homeless individuals.

## Homeless Counts:

### Point in Time (PIT):

Point-in-Time Counts are conducted in order to try to ascertain how many people are homeless in our communities. The survey is conducted within a 24-hour period and gathers information about persons experiencing homelessness on one given night. The point-in-time provides a snapshot of who is homeless over the course of a year. During the count, staff and volunteers gather data such as demographic information (including gender and race), causes of homelessness, where persons are sleeping, and subpopulation information (such as veterans, victims of domestic violence, etc.). HUD requires conducting an annual PIT count as part of eligibility for its homeless grants. Communities are asked to conduct their counts over a 24-hour period sometime during the last 10 days in the month of January.

The State of North Carolina coordinates its annual PIT survey, asking that all communities participate in the survey during the same 24-hour period to reduce the possibility of counting the same person in multiple communities. Pitt County has been participating in the annual PIT survey since 2008. In 2014, the NC PIT was conducted over a 24 hours period, beginning Wednesday, January 29 and ending Thursday, January 30, 2014.

Table 5: Annual Point in Time Results

Report Year	PIT - # people	PIT # chronic
Report 2007 (baseline)	112	24
Report 2008	131	11
Report 2009	116	16
Report 2010	93	12
Report 2011	114	9
Report 2012	106	10
Report 2013	105	5
Report 2014	97	3

Figure 1: Annual Point in Time Results



## Recommendations:

Since 2009, the Pitt County Planning Department has been the lead agency for implementing the 10-Year Plan, providing supervision to the project manager, office space, technical support and financial

oversight. An Advisory Board, appointed by Pitt County Board of Commissioners and Greenville City Council, provided oversight regarding the direction of the implementation and new efforts needed to realize successful outcomes. The Advisory Board also provided a base of community support through 15 representatives from such engaged groups as East Carolina University, Pitt County United Way, Pitt County Community College, Vidant Medical Center, Pitt County Regional Committee for the NC Balance of State, East Carolina Behavioral Health, Law Enforcement and representatives from both the City Council and Board of Commissioners.

The resignation of the project manager in July, 2013 provides a unique opportunity to evaluate current programs strategies, outcomes and the organizational structure. Through this evaluation process, the following recommendations were developed:

- Establish New Lead Agency to oversee Homeless Program initiatives.
- Merge the 10-Year Plan Advisory Board with Pitt County Regional Committee for the NC Balance of State.
- Replace 10-Year Project Manager with a Homeless Program Coordinator.
- Re-align the Pitt County 10-Year Plan with the federal plan published in 2010, "Opening Doors: Federal Plan to Prevent and End Homelessness".
- Establish a Coordinated Assessment system in cooperation with the Balance of State.

Details for each recommendation are listed below.

### **Establish New Lead Agency to oversee Homeless Program initiatives:**

At this point in the implementation process, it is recommended that the homeless initiative be moved to a nonprofit (501(c)3) agency which focuses on community-wide outcomes. It is our recommendation that United Way of Pitt County be approached to become the Lead Agency. United Way of Pitt County's goal is to create lasting change by addressing the underlying causes of community issues. It currently supports a safety net of basic needs services, while striving to strengthen families by focusing on school success and workforce development.

- United Way of Pitt County is a neutral organization that would reduce government oversight.
- As a nonprofit, United Way of Pitt County has an opportunity to receive additional funding that is not available to a governmental agency to support homeless programs.

Funding for the program (including Coordinator's salary) should be provided by county and city. Other local community foundations can also be approached, but it is important that both governmental organizations in our community provide the financial support for this initiative.

### **Merge 10-Year Plan Advisory Board with the Pitt County Regional Committee for the NC Balance of State:**

The Pitt County Regional Committee for the NC Balance of State is an active committee. Its members include some of the representatives on the current Advisory Board. The Regional Committee is active and provides grant review and ranking for the Permanent Supportive Housing programs currently operating in Pitt County. The Regional Committee is also responsible for annual submission of Emergency Solutions Grant (ESG) that provides funds to support emergency shelter facilities and the rapid rehousing program in Pitt County.

To complete the merge, representatives not currently serving on the Regional Committee should be recruited. These representatives include a City Council and Board of Commissioner

member, Pitt County School System representative, Law enforcement representation, as well as someone from the business community.

## **Replace 10-Year Plan project manager with a Homeless Program Coordinator:**

In the next phase of implementing homeless strategy, a project manager's position should evolve into a Homeless Program Coordinator. The Homeless Program Coordinator would work for the community to continue to coordinate and strengthen partnerships between agencies and organizations that work on homeless issues and/or provide direct services so that our community fully embraces the goals outlined by the HEARTH Act (re-authorization of the McKinney-Vento Act on which oversees federal funding for homeless programs). Creating a coordinator position also recognizes the importance of having a "point" person in the community for these programs.

Responsibilities for Homeless Program Coordinator are:

- Coordinates with current agencies/organizations to continue to access grant opportunities that provide funds for important housing and services programs for homeless in our community.
- Coordinates and provides administrative support to the Pitt County Regional Committee of the North Carolina Balance of State (BoS). It is through this committee that HUD-CoC and State ESG programs are approved and outcomes monitored.
- Ensure that Pitt County Regional Committee participates at the highest level required by BoS.
- Communicate with regional committee agencies about meeting times and places.
- Ensure that appropriate minutes are recorded and submitted to the Steering Committee for the Balance of State.
- Provide data and other reports to the BoS Steering Committee on time and as requested.
- Ensure that members of the Regional Committee participate in subcommittees.
- Ensure that information is shared with regional committee members and government agencies.
- Ensure that the annual event coordinated by the Regional Committee is completed on time and information reported as requested. These include:
  - Point in Time (PIT) Survey. The PIT survey is the annual count of homeless individuals and services. This survey includes conduction an annual count of individuals who are living on the street.
  - Oversight for the Regional Application for HUD-CoC funds that provide financial support for the Permanent Supportive Housing programs in Pitt County.
  - Regional application for NC State ESG funds. This is an annual application process that provides funds for emergency shelter facilities and the rapid rehousing program in Pitt County.
- Maintains historical records for the Pitt County Regional Committee, including annual PIT data, annual homeless reports, bed inventory and other outcome documents that are developed.
- Provides data to the City of Greenville for Consolidated Plan, annual updates and other reports that may be required by HUD – CDBG programs.
- Maintains quality data and outcome reports for community (and grants) by working with agencies using HMIS. Review data quality reports on a monthly basis with agencies.
- Provides and maintains annual Homeless Reports required by HUD and the State of North Carolina.

## **Realign Pitt County 10-Year Plan with Opening Doors: Federal Plan to Prevent and End Homelessness:**

In 2010, the federal government published its 10-Year Plan called Opening Doors: Federal Plan to Prevent and End Homelessness. Included in this document, were new goals initiated that were also incorporated in the HEARTH Act. It is recommended that that the number "10" be dropped for the Pitt County Plan, recognizing that as we end chronic homelessness and reduce homelessness, we must focus on prevention.

To align our plan with HEARTH Goals and the Federal 10-Year Plan, it is recommended that that Pitt County incorporate the following goals:

- Reduce the length of homelessness to 30 days or less
- Establish Length of stay in Emergency Shelter
- Establish Length of stay for homeless on street
- Reduce the number of people who are homeless
- Set % goals for each year
- Reduce the recidivism rate
- Establish recidivism rate for Emergency Shelter

## **Establish a Coordinated Assessment System in coordination with the NC Balance of State:**

Coordinated Assessment refers to a centralized or coordinated process designed to coordinate program participant intake, assessment and provision of referrals that cover the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool. Many communities in North Carolina have begun to implement Coordinated Assessment Systems in their communities. This new program emphasis focuses on streamlining the process of helping those in need by coordinating and centralizing program intakes so that assessments are quick and referrals to programs are tailored for the individuals. Coordinated Assessment programs are essential to prevent homelessness. (Balance of State Tool Kit Link - [http://www.ncceh.org/media/files/page/6011a172/BoS\\_Coordinated\\_Assessment\\_Draft\\_Materials.pdf](http://www.ncceh.org/media/files/page/6011a172/BoS_Coordinated_Assessment_Draft_Materials.pdf)).





# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Contract award for the 2014 Street Resurfacing Project

**Explanation:** **Abstract:** The 2014 Street Resurfacing Project will provide milling, resurfacing, ADA sidewalk and curb improvements, striping, and signal loop replacement on numerous City-maintained streets. The list of streets included in this year's contract covers various streets across the city. Barnhill Contracting Company of Tarboro, NC, submitted the lowest base bid for this year's contract in the amount of \$1,798,772.00.

**Explanation:** Bids for the 2014 Street Resurfacing Project were originally scheduled for opening on August 26, 2014. Only two bids were received. Per State law, staff rejected the bids and returned them unopened to the bidders. Staff re-advertised the project and received bids on September 5, 2014. Again, two bids were received. Both bids included omissions and/or errors and were again rejected by staff as non-responsive. The project was re-advertised, and bids were opened on September 15, 2014. Two bids were received, one of which was non-responsive.

Significant subgrade repairs are also needed on many of these streets. A Bid Alternate was included for this work. After careful consideration, staff has elected to perform subgrade repairs through the City's Streets Division.

A list of streets to be resurfaced as part of this contract and a map are attached.

**Fiscal Note:** Funding for this project will come from a combination of Powell Bill funds and General funds as approved by City Council on August 4, 2014. The proposed budget for this project, including a 10% contingency, is \$1,978,649.20.

**Recommendation:** City Council award a construction contract for the 2014 Street Resurfacing Project to Barnhill Contracting Company of Tarboro, NC, in the amount of

\$1,798,772.00.

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**Attachments / click to download**

 [List of Streets](#)

 [Bld Summary](#)

 [Street Resurfacing Map](#)

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## List of Streets for Milling and Resurfacing

Street Name	From	To	Milling (SY)	Resurfacing (Tons)	Thickness (inches)
Independence Blvd	N. Memorial Dr	End Maintenance	1034	85	1.5
Emma's Place	Independence Blvd	Cul-de-sac	2365	196	1.5
Phillips Circle	Emma's Place	Cul-de-sac	1903	157	1.5
Terrace Court	Pactolus Hwy	Cul-de-sac	10,340	855	1.5
Academy Drive	Pactolus Hwy	Terrace Court	7150	590	1.5
Elite Place	Terrace Court	Academy Drive	1342	112	1.5
Oldwell Drive	End Pavement	End Pavement	2728	227	1.5
Essex Street	Terrace Court	End Pavement	1947	162	1.5
Square Street	Essex Street	Terrace Court	2112	174	1.5
WH Smith Blvd	Stantonsburg Rd	RXR Tracks	12,100	1332	2
Arlington Circle	W Arlington Blvd	Sunset Avenue	1441	119	1.5
Hillcrest Drive	Sunset Avenue	Sunset Avenue	2420	201	1.5
Calvin Way	W Arlington Blvd	Pine Street	2849	236	1.5
Shawnee Place**	Millbrook Street	Pine Street	858	283	1.5
Aztec Lane	Millbrook Street	Shawnee Place	1958	162	1.5
Millbrook Street	Hooker Road	S Memorial Drive	9724	806	1.5
Rollins Drive	SW Greenville Blvd	Peed Drive	4532	375	1.5
Staffordshire Drive**	Crestline Blvd	End Pavement	1155	373	1.5
Woodstock Drive**	Staffordshire Dr	Staffordshire Dr	1903	627	1.5
Cedarhurst Road	Westhaven Road	S Baywood Lane	11,605	960	1.5
Westhaven Road	Cedarhurst Road	Kempton Drive	2805	233	1.5
Ravenwood Drive	Westhaven Road	Shamrock Circle	2937	244	1.5
Boxwood Lane	Cedarhurst Road	Kempton Drive	2343	195	1.5
Winstead Road	Boxwood Lane	Walnut Drive	4477	371	1.5
Walnut Drive	Cedarhurst Road	Kempton Drive	3234	268	1.5
Pinkney Drive	Cedarhurst Road	Crestline Blvd	1375	114	1.5
Dupont Circle	Pinewood Road	Queen Annes Rd	11,099	919	1.5
Martinsborough Rd	Evans Street	Queen Annes Rd	13,310	1466	2
Lord Ashley Drive	Martinsborough Rd	Crown Point Rd	4433	366	1.5
Kirkland Drive	SE Greenville Blvd	Evans Street	9933	823	1.5
York Road	E 14 <sup>th</sup> Street	Sir Raleigh Court	6732	743	2
Adams Blvd	SE Greenville Blvd	Begin C&G	4565	504	2
Golden Road	SE Greenville Blvd	Cedar Lane	3828	422	2

## 2014 Street Resurfacing Project

### BID SUMMARY SHEET

City of Greenville, North Carolina

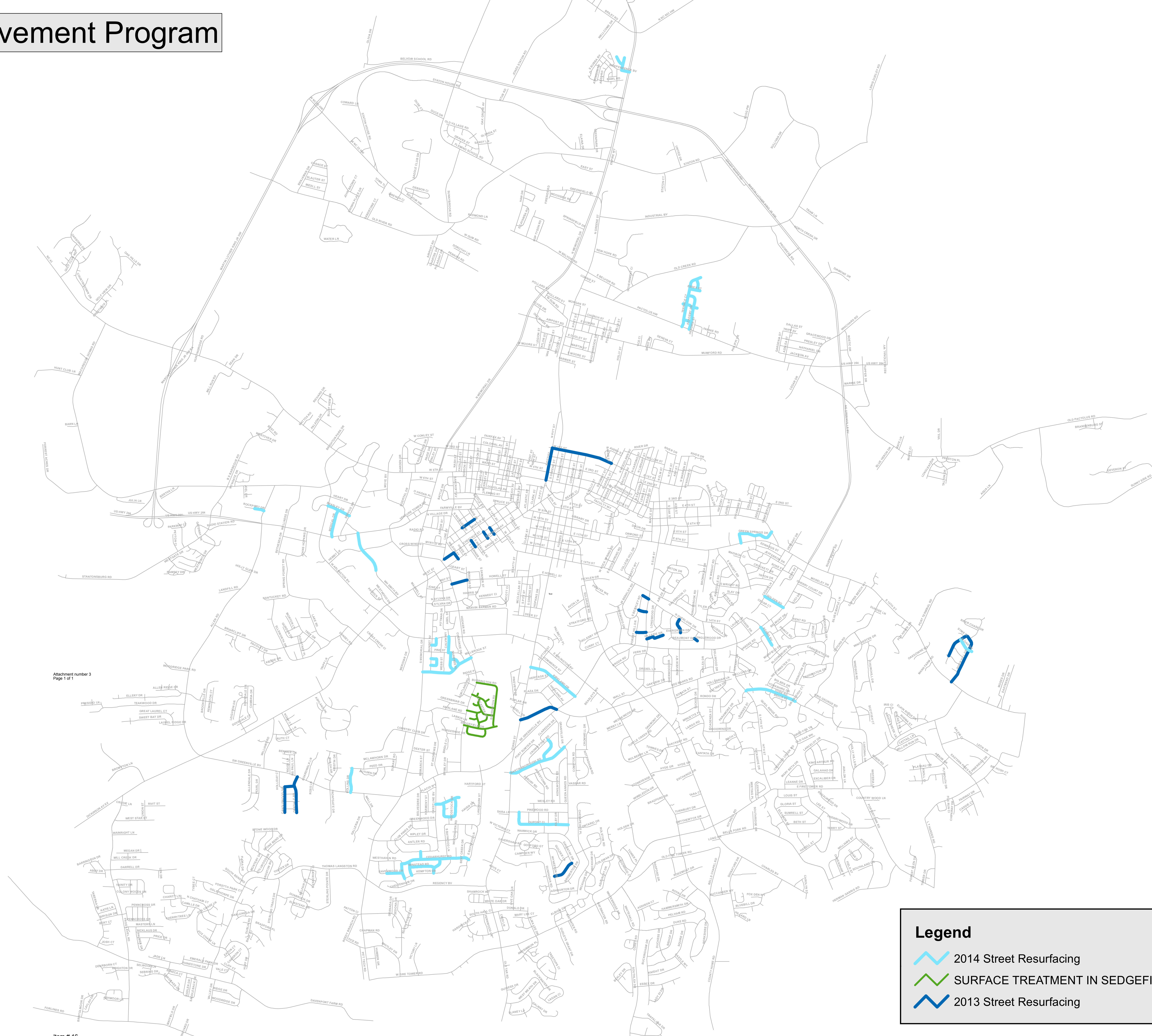
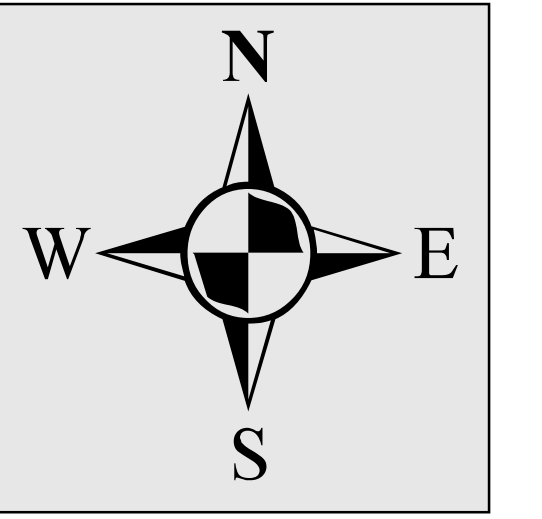
Engineering Division

Re-Bid Opening: September 15, 2014 @ 2:00 p.m.

<i>Contractor</i>	<i>Rec'd Addendum 1 &amp; 2</i>		<i>5% Bid Bond</i>		<i>M/WBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Total Base Bid/Alternate 1</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
Barnhill Contracting Company	X		X		X		X		\$1,798,772.00/ \$862,500
S. T. Wooten Corporation**	X		X		X		X		\$1,949,922.72/ \$925,000




\*\*This bidder failed to submit the required E-Verify Affidavit and was considered non-responsive.

# Street Improvement Program



Attachment number 3  
Page 1 of 1

**Legend**

-  2014 Street Resurfacing
-  SURFACE TREATMENT IN SEDGEFIELD SUBDIVISION
-  2013 Street Resurfacing



# City of Greenville, North Carolina

Meeting Date: 10/6/2014  
Time: 6:00 PM

**Title of Item:** Funding for Site Ready Program

**Explanation:** **Abstract:** The success of economic development projects often hinge on the availability of preferred building or development sites. Recent economic development readiness assessments of Greenville have identified the lack of ready development and building sites as a significant weakness for the city. Development and funding of a “Site Ready” program can help Greenville to compete for development projects, thus growing the city’s tax base and providing jobs for its citizens.

**Explanation:** The success of economic development projects often hinges on the availability of preferred building or development sites. Recent economic development readiness assessments of Greenville have identified the lack of ready development and building sites as a significant weakness for the City. The Economic Development Assessment performed in May 2013 on behalf of the City of Greenville can be found at the following link:  
<http://sharenet.greenvillenc.gov/sites/oed-microsite/Data%20Center/Documents/Greenville%20Final%20Report.pdf>). In addition, the attached report titled “Site Ready Program as a Tool to Catalyze Tax Base Growth” outlines current site deficiencies in Greenville as well as opportunities to address those deficiencies.

Staff is recommending capitalization of a revolving loan fund of approximately \$520,000 that will provide low-interest loan funding to land owners and/or developers in order to prepare commercial and industrial sites within the city limits for development. Proposed eligible uses of site ready funding include boundary surveys, site and building plans, geotechnical reports, and a variety of environmental surveys. The new site ready loan fund would be capitalized through a variety of sources to include local dollars and economic development grant funds and would provide loans of up to a five-year term for pre-development activities on promising sites. Applications for the program would be reviewed by City, utility, and local economic development partners in advance of final approval by the Greenville City Council.

**Fiscal Note:**

Staff recommends that the City Council authorize \$30,000 from contingency funds set aside in the FY 14-15 budget for initial capitalization of the “Site Ready” program. Staff further recommends that the City Council consider an additional \$30,000 for the program during development of the FY 15-16 City of Greenville budget. These actions by City Council will provide evidence of local participation to other potential funders to include Greenville Utilities and the Golden Leaf Foundation.


**Recommendation:**

Staff recommends approval of funding in the amount of \$30,000 for the “Site Ready” program contingent upon City Council approval of the final program guidelines.

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**Attachments / click to download**

 [Site Ready Final Report](#)

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## Site Ready Greenville Program as a Tool to Catalyze Tax Base Growth

### Introduction

The success of economic development projects often hinges on the availability of preferred building or development sites. In surveys of business and industry executives, the availability of ready sites and buildings usually ranks among the top ten, and often top five site selection factors. In a 2013 survey of business and industry by Site Selection magazine, executives ranked the readiness of buildings and sites above other oft-cited location criteria such as the availability of incentives and the regulatory environment of a particular jurisdiction. Data collected by the North Carolina Department of Commerce for the 2013 calendar year confirms that businesses and industries looking to locate in North Carolina most frequently sought buildings between 30,000 square feet and 150,000 square feet. Likewise, sites between 10 and 30 acres were most heavily prized by businesses and industries making site location decisions in our state.

No such buildings are currently available within Greenville corporate limits and only one such site, Woodridge Corporate Park, is currently available for development.

Across the United States, it is common practice for state economic development agencies, utility companies and even some local government jurisdictions to sponsor site certification and site preparation programs. North Carolina is no exception as the Department of Commerce has historically administered a certified site program, and Duke Energy sponsors a site readiness program for their service areas within the state. Under North Carolina's site certification program, applicants submit for state review 31 separate documents and studies to include geo-technical and environmental studies, engineered development plans, development pro-forma, and other entitlement documentation. The Duke Energy program which is not available in the Greenville market provides site assessment services by a site selection consultant, followed by buildability and development assessments all funded by the utility company. According to literature published by Duke Energy, the program has helped land ten projects in the Carolinas that created over \$2.8 billion in capital investment and more than 1,700 jobs. Most of North Carolina's neighboring states are served by a combination of state and/or utility led site readiness programs. While qualifying Greenville sites are eligible for certification under the state program, the process is expensive. Currently no programs such as the Duke Energy program are available to Greenville.

### The Challenge

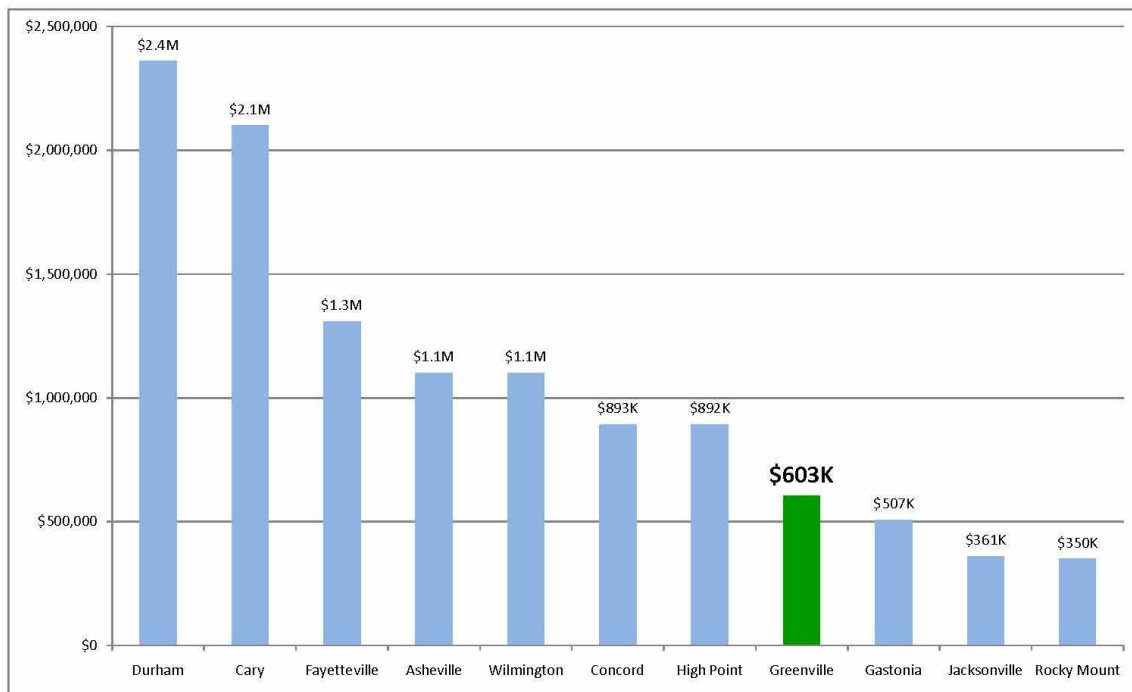
In 2013, Creative Economic Development Consulting completed an economic development readiness assessment for the City of Greenville which concluded that, "The City of Greenville is product poor . . . there is a severe lack of buildings and sites for new business within the City limits." A similar concurrent assessment of Pitt County and Greenville was even more blunt: "There is no product within the City." (In Site Consulting – 2013)



The assessments outlined within the two studies are backed up by simple queries of site and building databases. A July 2014 query of the North Carolina Department of Commerce Access NC database for sites between 10-30 acres yielded no available Greenville sites. A similar search for available buildings on Loopnet, a commercial real estate listing service, yielded no available buildings in a square foot range of between 30,000 and 100,000 square feet. Nationally, business expansion activity has begun to rise again, if not yet at pre-recessionary rates. Executives and project managers in charge of business projects in developmental stages have demonstrated interest in eastern North Carolina, including Greenville, but Greenville has had no suitable product to accommodate their plans. Greenville recently lost a 100 job customer service center project to Fayetteville when the City could not offer a single office building with a minimum of 10,000 square feet. Similarly, recent requests for information issued by NC East Alliance, the regional economic development agency serving Greenville, have requested sites of five to ten acres and buildings of 50,000 to 75,000 square feet with no such sites and buildings available in the City. (See Appendix 1) The absence of available sites and buildings that meet these criteria does more than put Greenville at a competitive disadvantage; it keeps Greenville from even being on site selection short lists in the first place.

The lack of available sites and buildings is one of several factors that has contributed to Greenville having a significantly smaller tax base than many peer cities in North Carolina. As depicted in Table 1 below, Greenville, the 10<sup>th</sup> largest city in the state, has a tax base that is much closer to that of Rocky Mount or Jacksonville than to peer cities such as Wilmington and Asheville. The City’s budget relies

### ***Value of One Cent on the Tax Rate in Annual Revenue***



FY2013-2014 - Data collected by City of Greenville, NC - Office of Economic Development

Table 1

heavily on ad valorem taxes for operations and capital expenditures, yet the local industrial parks are located outside of the City's taxing jurisdiction and thus generate tax revenue only for Pitt County. The City also gains no direct fiscal benefit from an additional \$1.2 billion in institutional, utility and other governmental real estate within the City that is listed as tax exempt. The combination of these two factors along with the complete absence of developable sites and buildings place the economic security of the city in jeopardy.

### Engaging the Private Sector

Historically, the public sector has been actively involved in the acquisition and preparation of real estate sites for industrial and business development. The development of industrial parks by local governments has been a common form of government intervention in the real estate market, with Pitt County being no exception. Within Pitt County are a total of five industrial parks, including parks in Ayden, Farmville and Bethel. There are a total of 132 industrial parks listed on the North Carolina Department of Commerce web site, many operated by North Carolina cities and counties. Not all industrial and business parks are owned by the public sector. Some parks, such as Indigreen Corporate Park just outside of Greenville, are owned by not-for-profit entities. Other parks are held in private ownership with local economic development agencies holding options over portions of the land. In most cases however, it is common for a public sector economic development agency to recruit business and industry to the parks as well as to service existing businesses within the park.

Public or not-for-profit owned business and industrial parks are not the only vehicle for developing new sites. Despite the general absence of marketable buildings and sites in Greenville, the private sector has been willing to invest in Greenville when sites were available. In the last 12 months, companies have announced a \$30 million mixed use development adjacent to the main campus of East Carolina University on land assembled over the course of six years, filled a vacant 18,000 square foot privately developed shell building with an advanced manufacturing operation, and filled a 10,000 office/lab flex space with a cutting edge life science company.

While not significant contributors to the real estate tax base, institutional entities such as East Carolina University and Vidant Health Systems can catalyze real estate development around their campuses and attract business and industrial development seeking to locate in a university-medical community such as Greenville. Ongoing research at the ECU Medical School in the areas of heart disease and diabetes can generate opportunities for commercialization, and Pitt Community College – with more than 10,000 students in wide ranging training programs to include industrial technology and health sciences – produces the labor force required by such businesses. Vidant Health employs nearly 7,000 at their Greenville campus alone and host nearly 50,000 annual inpatient admissions from a 29 county catchment area in eastern North Carolina. With utility costs in line with most regional competitors, construction costs lower than most competitors and lower housing costs as well, Greenville stacks up as a very competitive location for business and industrial investment. Assuming a steady or improving economy, there is no reason to doubt that private sector investment can continue given Greenville's

strong local workforce and maturing innovation environment. The missing ingredient to continued economic growth is an inventory of quality sites and buildings.

### The Model

Some site certification programs focus on collecting information on available sites, while others focus on assessing sites. For Greenville, both approaches will be necessary to develop an inventory of competitive sites and buildings. Certain data such as the size of a site, sale price, access to rail, roads and utilities are relatively easy and inexpensive to gather. Collecting other types of data can be more expensive and challenging. Typical site predevelopment items in this category include environmental and geotechnical assessments, topographic surveys, wetland delineation, endangered species investigation and real estate appraisals. An additional level of predevelopment activity that can help bridge the gap between a vacant parcel of land and an available building is the development of site plans for the parcel as well as 30% building construction plans inclusive of construction cost estimates.

To cultivate an inventory of available sites and buildings, the City of Greenville should “seed” a site readiness program that incentivizes the private sector to bring ready sites and buildings to the market. The Greenville Site Ready Program would operate as a low interest, revolving loan program. Program participants could apply for loan funds to be used for a combination of site readiness and predevelopment activities. Terms of the loan might include a two percent interest rate and a maximum loan period of five years. Program participants could choose one of several payment plans including monthly, annual or a balloon payment at the end of the five-year loan term. Loans that lead to development projects within the five year loan window could have all interest waived as a further inducement to aggressively market the site and/or building. All sites and buildings receiving assistance under the program would be required to continuously market the property at an established sale price or lease rate during the term of the program. Payment in full of any loan balance would be required at sale of the property or end of five year term, whichever came first. Eligible uses for the loan proceeds along with typical costs for those activities are listed in Table 2 below.

Predevelopment Activity	Typical Cost	Notes
Boundary Survey	\$7,000	Assumes a 10-15 acre site
Site Plan	\$15,000	Assumes 10-15 acre site
Preliminary Building Plan (Industrial)	\$20,000	Assumes 50,000 sq. ft industrial structure
Preliminary Building Plan (Office)	\$25,000	Assumes 20,000 square foot office structure
Phase I Environmental Survey	\$3,500	Assumes a 10-15 acre site
Endangered Species Study	\$3,500	Assumes a 10-15 acre site
Wetlands Delineation	\$10,000	Assumes a 10-15 acre site
Geotechnical Evaluation	\$7,500	Assumes a 10-15 acre site

4

Table 2

### Funding Options

As evidenced by the typical site development costs outlined in Table 2, expenditure of \$30,000 to \$50,000 in predevelopment costs to prepare a site for industrial or business development is commonplace. To develop a meaningful program that could yield as many as ten sites over a five-year term, the City should consider a \$520,000 investment to capitalize the program. Not all of the funds should come from the City’s general fund as other entities should have an interest in such a program. Although Greenville is not eligible for Duke Energy’s site readiness program, Greenville Utilities Commission holds a strong interest in the development of new utility customers. Further, the City should seek partnerships with other local and regional economic development entities and foundations regarding this opportunity to prepare developable sites within the City of Greenville. Over two years the program might be capitalized as follows:

<b>Contributor:</b>	<b>Year 1</b>	<b>Year 2</b>
City of Greenville	\$30,000	\$30,000
Utility & ED Partners	\$30,000	\$30,000
Foundation/Grant	\$400,000	
<b>TOTAL: \$520,000</b>		

### Conclusion

Greenville has many assets to offer businesses looking to locate and/or expand within City limits. The City’s recently formed Office of Economic Development has been traveling across the state and the country telling Greenville’s story. No matter the quality and intensity of marketing efforts, however, no new projects can locate in Greenville and thus no new tax base can be created without the availability of ready sites. Development of ready sites and buildings must be part of Greenville’s economic development program if the City is to stimulate tax base growth. In an era when federal and state funding for economic development programs is contracting, it is more important than ever for local governments such as Greenville to find innovative ways to partner with the private sector to grow the local tax base and create living wage jobs. The Greenville Site Ready program is an important and necessary step in that direction.