



Agenda

Greenville City Council

December 8, 2014
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Smiley

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 November 13, 2014 City Council meeting
2. Proposed revision to the October 6, 2014 City Council meeting minutes
3. Amendment to the Assignment of Classes to Salary Grades and Ranges within the Community Development Department Inspections Division
4. Resolution of Intent to Close a portion of Greenpark Drive

5. Resolution of Intent to Close a portion of Lawrence Street
6. Sale and grant of easements by the City of Greenville to Piedmont Natural Gas
7. Resolution and deed of release for the abandonment of easements at University Medical Park, Inc.
8. Sewer Capital Project Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission's Wastewater Treatment Plant Air Distribution System
9. Approval to submit an Urgent Repair Grant Application to the North Carolina Housing Finance Agency on behalf of the City of Greenville
10. EPA Brownfields Assessment Grant Application
11. Acceptance of Dickinson Avenue Market and Planning Study
12. Agreement with Uptown Greenville for clocks for the 4th Street Parking Garage
13. Contract for On-Call Civil Engineering Services
14. Report on bids and contracts awarded
15. Various tax refunds greater than \$100
16. Budget ordinance amendment #4 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and amendment to the Greenway Capital Project Fund (Ordinance #12-007.02)

VII. New Business

17. Presentation by the East Carolina University Student Government Association
18. Update on the Community Development Department and SECU-RE Partnership
19. Introduction to Neighborhood Quality of Life Dashboard
20. Update on the Policy and Capital Implementation Strategies for adopted Neighborhood Reports and Plans

VIII. Review of December 11, 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 consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

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- Title of Item:** Minutes from the November 13, 2014 City Council meeting
- Explanation:** Proposed minutes from the City Council meeting held on November 13, 2014, are presented for review and approval.
- Fiscal Note:** There is no direct cost to the City.
- Recommendation:** Review and approve minutes from the City Council meeting held on November 13, 2014.

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

Attachments / click to download

[Proposed_Minutes_of_the_November_13_2014_City_Council_Meeting_992482](#)

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, NOVEMBER 13, 2014



A regular meeting of the Greenville City Council was held on Thursday, November 13, 2014 in the Council Chambers, located on the third floor at City Hall, with Mayor Pro-Tem Calvin Mercer presiding. Mayor Pro-Tem Mercer called the meeting to order at 7:00 pm. Council Member Marion Blackburn gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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:

Mayor Allen M. Thomas

Also Present:

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

APPROVAL OF THE AGENDA

City Manager Barbara Lipscomb advised the City Council that updated agendas were left at their seats based on changes approved at Monday's City Council meeting. She also requested the addition of a closed session to discuss a personnel matter.

Upon motion by Council Member Smith and second by Council Member Blackburn, the City Council voted unanimously to make the recommended addition to the agenda.

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

SPECIAL RECOGNITION

CATHY WILLIAMS, POLICE DEPARTMENT RETIREE

Police Corporal Cathy Williams was recognized on the occasion of her retirement from the City of Greenville with 21 years, 11 months service. She was presented with a commemorative plaque, read by City Manager Lipscomb.



J. H. ROSE HIGH SCHOOL VOLLEYBALL TEAM – STATE CHAMPIONS

Members and Coaches of the J. H. Rose High School Girls Volleyball Team were recognized for their win of the State Championship and were presented with a certificate honoring their accomplishment by Mayor Pro-Tem Mercer on behalf of the City Council. Players include Anna Aldridge, Merritt Anderson, Alexis Askew, Taylor Britt, Shelby Casey, Caroline Doherty, Liz Gay, Hope Gibson, Maggie Hallow, Caroline Kuhn, Jessica McClellan, Maggie Rees, Elizabeth Thorrell, Rachel Wilson and Emily Wordsworth. Coaches include Norm Cabacar and Amanda Davis.

BIENNIAL AWARDS FROM THE COMMUNITY APPEARANCE COMMISSION

City Manager Lipscomb stated the Biennial Awards are presented to the top eight recipients of the monthly Community Appearance Awards for the past two years that exemplify the superior effort put forth in helping to improve the charm and atmosphere of our City. She then presented a plaque, assisted by Mayor Pro-Tem Mercer, Community Appearance Commission (CAC) Vice Chair Cora Tyson and CAC Staff Liaison Elizabeth Blount, to the following: Winslow's, Jonathan Bowling, Elmhurst Elementary, Drew Steele Center, WITN, Mellow Mushroom, Wasabi 88 and Oakwood School.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Community Appearance Commission

Council Member Smiley made a motion to appoint Andrew Bowers to an unexpired term that will expire January 2015 in replacement of Diane Kulik. Council Member Blackburn seconded the motion, which carried unanimously.

Human Relations Council

Council Member Glover made a motion to reappoint Adam Caldwell for a first one-year term that will expire October 2015, Shaterica Lee for a second two-year term that will expire October 2015 and Maurice Whitehurst for a second two-year term that will expire October 2015. Council Member Blackburn seconded the motion, which carried unanimously. The appointment for Robert Hudak's seat was continued.

Public Transportation and Parking Commission

Council Member Croskery made a motion to appoint Will Russ to an unexpired term that will expire January 2015 in replacement of Robert Thompson. Council Member Blackburn seconded the motion, which carried unanimously.

Redevelopment Commission

The appointment for Sharif Houtim's seat was continued.



Youth Council

Mayor Pro-Tem Mercer continued the appointments for the Youth Council.

NEW BUSINESS

PUBLIC COMMENT PERIOD

Mayor Pro-Tem Mercer opened the public comment period at 7:25 pm, explaining procedures which should be followed by all speakers.

Nancy Colville – No Address Given

Ms. Colville stated she has been attending bond committee meetings because, as a 48 year resident of Greenville, she felt she needed to educate herself before deciding whether to endorse the bond. She supported the referendum in 2004 and was somewhat disappointed with the outcome of that. She stated this was nothing personal to anyone, but she perceives this bond committee to be a charade orchestrated by the City Council because the City Council appointed the individuals on the committee. Each elected official chose two individuals for the committee and knew who they were and who they were associated with, but never bothered to share that information with the public. She asked who these people were, but the staff didn't seem to know. These people were not required to fill out an application like everyone else does. Ms. Colville stated she has a problem with that. She feels it is discrimination. She said she needs to know who these people are who are making bond recommendations to the City Council on how the City should spend millions of dollars. She stated she feels the City Council brought in a Trojan Horse. She said she was excited about the street repairs, but now it seems the streets repaired will be very few and limited to a certain area. South Greenville was another thing that was supposed to be in the bond, but it's not. It was told at the last minute that the City Council would float a separate bond for that. If we can't maintain what we have, how will we maintain a sports complex? If there was any credibility for this board, they lost it last night.

Charis Tucker – 2942 Flint Ridge Road

Ms. Tucker asked the City Council for its full support in moving forward with the design study for the South Greenville Gym, which is one of the most highly utilized in the City and the one with the most need. Ms. Tucker stated she understands the estimated cost of the project is \$3.1 million and the City is waiting on a response from the Pitt County School Board and possibly for the bond to be passed; however, it is not necessary to wait on money to move forward with the design study since that has already been provided. A shovel-ready project is what is most desired. She stated she hopes the City Council will move forward and be pro-active so this project can be completed in a timely fashion.



Jermaine McNair – 1085 Cheyenne Court, Apt 3

Mr. McNair stated he also wanted to speak in support of the South Greenville project. He stated he grew up in West Greenville and left, but has now returned. As a young person, he accepted the conditions there, but as an adult, he can see that it didn't have to be that way. South Greenville is very different from the rest of the City. He understands it's complicated, but he said the need is great. He knows that area doesn't present the strong economic return of other areas, but it helps develop the local culture and he feels it is our responsibility to do what we can.

Dennis Mitchell – 101 Kirkland Drive

Mr. Mitchell stated the South Greenville project was funded almost 19 months ago and he feels it is important to move forward at least with the design phase, otherwise the project could be delayed even more. The City did a great job with the West Greenville gym and the Dream Park, but it's time to move forward on this one. That is a very densely populated area and it's all that many of those children have.

There being no one else present who wished to address the City Council, Mayor Pro-Tem Mercer closed the public comment period at 7:38 pm.

REPORT ON SOUTH GREENVILLE RECREATION CENTER

Assistant City Manager Chris Padgett stated the South Greenville Recreation Center was built in 1957 and includes a gymnasium, weight room, two offices, restrooms, computer lab and a multi-purpose room. The park also includes a playground, picnic shelter, youth baseball field and a multi-purpose field. Existing programs at the site include basketball, baseball, flag football, Girl Scouts and the PAL After School Program.

Mr. Padgett stated the facility is simply outdated. Maintenance has been deferred in anticipation of building improvements. The facility is not ADA compliant and it lacks adequate program space and office space. Parking is inadequate for the programs operating there and the fields lack needed amenities such as signage, bleachers, goal posts, etc.

Mr. Padgett then outlined the three elements of the Master Plan:

- A. Gym and Center Renovation - 6,690 sq. ft. gym renovation; 8,054 ft. building renovation to include two offices, restrooms, multi-purpose room, computer lab and weight room; and 18 paved parking spaces
- B. Building Addition - 4,643 sq. ft. center expansion to include a multi-purpose room, locker rooms, conference room and dance studio; plus 25 additional paved parking spaces
- C. Sports Field and Site Improvements – lighting, bleachers, turf and irrigation for the baseball field; irrigation, lighting, goal posts and fencing for the multi-purpose field;



and other general furnishing for the facility such as a water fountain, benches, trash receptacles, etc.

Mr. Padgett stated total project cost had been estimated at \$3.1 million, however, it is possible to reduce the scope of work by \$300,000 by eliminating a covered walkway and reducing the size of the addition by 2,200 sq. ft. Funding in the amount of \$200,000 has already been identified for the design study, which would leave additional funds needed at \$2.6 million.

City Manager Lipscomb stated when the project began in January 2013, the anticipation at the time was a 50/50 joint project with the Pitt County School System. The City held a number of meetings with school system personnel who are no longer there. She stated that current Superintendent Dr. Ethan Lenker is here to address the school system's current position on this issue.

Dr. Lenker stated that he and others, at their last School Board meeting, went through all their projects and submitted a \$26 million budget to Pitt County for approval, with \$600,000 earmarked for the South Greenville Gym.

Council Member Smith stated this project is very important to her and she is ready to move forward and take action. She asked if their funding is a sure thing. Dr. Lenker stated it is not yet in hand.

Council Member Smith asked if cameras in the gym are a requirement for the school. Dr. Lenker stated they like to have them for student security and he is hoping they can be covered by their \$600,000.

Council Member Croskery stated he assumes the school system's participation in the cost was tied to the school's use of the gym. He asked if there was a schedule. Dr. Lenker stated the school would not need it outside normal school hours, which are roughly 8:00 am to 3:00 pm on weekdays. City Manager Lipscomb added that this has been the relationship with the school up to this point.

Council Member Blackburn asked about changing rooms. Recreation and Parks Director Gary Fenton stated traditionally restrooms have been used as changing rooms. Council Member Blackburn stated she feels actual locker rooms may be needed from a gym perspective.

City Manager Lipscomb stated some Council Members had asked about the school's participation in utility and custodial expenses for the facility. Dr. Lenker stated he was willing to discuss the matter.



Council Member Smith stated it was important to stress that this is ultimately a City project and she does not want it put on a shelf for any reason, even if County funding is not approved. She stated she is unwilling to accept just a few changes; she wants the full project.

Upon motion by Council Member Smiley and second by Council Member Glover, the City Council voted unanimously to move forward with the design study, put together a request for proposal, send it out and bring back a number the City Council can act on.

PRESENTATION BY PET FOOD PANTRY

Council Member Blackburn introduced Kristen Below, one of the Co-Founders of the Pet Food Pantry of Eastern North Carolina, to make a brief presentation on what she considers one of the most exciting new non-profits in the Greenville Community.

Ms. Below stated the simple definition of their organization is that they are like the Food Bank for pets. Their office is located at 408 W. Arlington Boulevard, close to J. H. Rose High School, and they provide free pet food, through donations, to families that are facing financial hardship. Their goal is to prevent pets from being abandoned or surrendered when their families can't afford to feed them. Ms. Below stated they do require the spaying or neutering of pets in the homes they serve and, again through donations, they are able to provide surgery certificates for free or reduced cost, as well as rabies shots to those in need.

PUBLIC HEARINGS

ORDINANCE TO ANNEX BRADFORD EXECUTIVE PARK, BLOCK A, LOT 1, INVOLVING 5.0128 ACRES LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST ARLINGTON BOULEVARD AND HYDE DRIVE – (ORDINANCE NO. 14-067)

Planner II Chantae Gooby showed a map depicting the proposed annexation area, which is located within Winterville Township in voting district #4. The property is currently vacant with no population. No population is estimated at full development. Current zoning is OR (Office-Residential), with the proposed use being 33,860+/- square feet of office space. Present tax value is \$1,257,144, with tax value at full development estimated at \$4,546,807. The property is located within Vision Area D.

Mayor Pro-Tem Mercer declared the public hearing for the proposed annexation open at 8:28 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Pro-Tem Mercer closed the public hearing at 8:29 pm.



Council Member Blackburn moved to adopt the ordinance to annex Bradford Executive Park, Block A, Lot 1, involving 5.0128 acres located at the southeast corner of the intersection of East Arlington Boulevard and Hyde Drive. Council Member Glover seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX LANGSTON WEST, SECTION 10, INVOLVING 3.0817 ACRES LOCATED ALONG THE WESTERN RIGHT-OF-WAY OF SOUTH BEND ROAD AND 600+ FEET WEST OF THOMAS LANGSTON ROAD - (ORDINANCE NO. 14-068)

Planner II Chantae Gooby 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 15 people is estimated at full development. Current zoning is RA20 (Residential-Agricultural), with the proposed use being 7 single-family lots. Present tax value is \$30,817, with tax value at full development estimated at \$2,282,717. The property is located within Vision Area E.

Mayor Pro-Tem Mercer declared the public hearing for the proposed annexation open at 8:30 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Pro-Tem Mercer closed the public hearing at 8:31 pm.

Council Member Glover moved to adopt the ordinance to annex Langston West, Section 10, involving 3.0817 acres located along the western right-of-way of South Bend Road and 600+ feet west of Thomas Langston Road. Council Member Blackburn seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY THE PLANNING AND ZONING COMMISSION TO AMEND THE HORIZONS: GREENVILLE'S COMMUNITY PLAN FOCUS AREA (OR COMMERCIAL NODE) MAP DESIGNATION FOR THE PROPERTY LOCATED AT THE INTERSECTION OF FIRE TOWER ROAD AND BAYSWATER ROAD FROM A "NEIGHBORHOOD FOCUS AREA" TO A "REGIONAL FOCUS AREA" - (ORDINANCE NO. 14-069)

Planner II Chantae Gooby stated that the Planning and Zoning Commission (Commission) has requested to amend the Horizons: Greenville's Community Plan Focus Area Map designation for the property located at the intersection of Fire Tower Road and Bayswater Road from a "Neighborhood Focus Area" to a "Regional Focus Area".

On September 16, 2014, the Commission voted to approve recommendation of an amendment to the Future Land Use Plan Map (FLUPM) for the property located south of Fire Tower Road between Corey Road and Dudley's Grant Townhomes from a high-density residential (HDR) designation to commercial (C) and office/institutional/multi-family



(OIMF) designations. That recommendation was approved by the City Council on October 9, 2014.

Also at its September meeting, the Commission initiated a request to change the focus area designation in the subject area to a more appropriate designation due to the increase of additional commercial. It was requested that staff determine the appropriate focus area designation that would include both the current and the proposed commercial.

A neighborhood focus area is defined as containing less than 40,000 square feet of conditioned floor space. A regional focus area is defined as containing 400,000+ square feet of conditioned floor space. Staff would anticipate a build-out of 400,000+ square feet of conditioned floor space; therefore, staff would recommend a regional focus area designation. The Commission voted to approve this recommendation at their October 21, 2014 meeting.

Mayor Pro-Tem Mercer declared the public hearing for the proposed amendment open at 8:34 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Pro-Tem Mercer closed the public hearing at 8:35 pm.

Council Member Glover moved to adopt the ordinance to amend the Horizons: Greenville's Community Plan Focus Area Map designation for the property located at the intersection of Fire Tower Road and Bayswater Road from a "Neighborhood Focus Area" to a "Regional Focus Area". Council Member Croskery seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY V. PARKER OVERTON TO REZONE 13.62 ACRES LOCATED 1,300+ FEET SOUTH OF FIRE TOWER ROAD AND 900+ FEET WEST OF COREY ROAD FROM R6MH (RESIDENTIAL-MOBILE HOME [HIGH DENSITY MULTI-FAMILY]) TO CG (GENERAL COMMERCIAL) AND OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) - (ORDINANCE NO. 14-070)

Planner Chantae Gooby stated that V. Parker Overton has requested to rezone 13.62 acres located 1,300+/- feet south of Fire Tower Road and 900+/- feet west of Corey Road from R6MH (Residential-Mobile Home [High Density Multi-Family]) to CG (General Commercial) and OR (Office-Residential [High Density Multi-Family]). The subject area is located in Vision Area D.

According to Ms. Gooby, Fire Tower Road is designated as a residential corridor between Evans Street and Corey Road. Along residential corridors, office, service and retail activities should be specifically restricted to the associated focus area, and linear expansion outside the focus area should be prohibited.



The Future Land Use Plan Map (FLUPM) was changed on October 9, 2014 and recommends commercial (C) along the southern right-of-way of Fire Tower Road between Bayswater Road and Fork Swamp Canal, transitioning to office/institutional/multi-family (OIMF) to the south and conservation/open space (COS) to the east.

The FLUPM identifies certain areas for conservation/open space (COS) uses, but is not meant to be dimensionally specific and may not correspond precisely to conditions on the ground. When considering rezoning requests or other developmental proposals, some areas classified as conservation/open space may be determined not to contain anticipated development situations. In such cases, the future preferred land use should be based on adjacent Future Land Use Plan designations, contextual considerations and the general policies of the comprehensive plan.

There is a designated neighborhood commercial focus area at the intersection of Fire Tower Road and Bayswater Road. These nodes typically contain 20,000-40,000 square feet of conditioned floor space.

Based on the analysis comparing the existing zoning and requested rezoning, Ms. Gooby stated the proposed rezoning classification could generate 3,300 trips to and from the site on Fire Tower Road, which is a net increase of 2,110 trips per day. During the review process, measures to mitigate traffic will be determined.

In 1988, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and was zoned R6MH (Residential-Mobile Home). The property was included in a FLUPM amendment that was approved on October 9, 2014. The subject property is part of the approved Fire Tower Junction Preliminary Plat approved in 2009. Water and sewer are available at the property. There are no known historical designations on the site. Environmental conditions/constraints include a floodway and 100 year and 500 year floodplains associated with Fork Swamp Canal to the east and south of the property.

Surrounding land uses and zoning are as follows:

North: CG - Vacant

South: R6MH - Vacant

East: CG and R6 - Common area for Surrey Meadows Cluster Subdivision

West: R6MF- Vacant

Ms. Gooby stated under the current zoning (CDF), Tract 1 (4.4 acres) could yield 53+/- multi-family units having 1-3 bedrooms. Under the proposed zoning (CD), Tract 1 could yield 38,680+/- square feet of retail/conventional restaurant space. Also, under both the current and proposed zoning (R6MH), Tract 2 (9.18 acres) could yield the same number of multi-family units. The anticipated build-out time is within one year.



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, and staff recommends approval of the requested rezoning.

Ms. Gooby stated the Planning and Zoning Commission voted to recommend approval of the request at its October 21, 2014, meeting.

Mayor Pro-Tem Mercer declared the public hearing for the proposed rezoning open at 8:40 pm and invited anyone wishing to speak in favor to come forward.

Jim Hopf – No Address Given

Mr. Hopf stated he was speaking on behalf of Parker Overton, who is the owner of the property, and Greg Lassiter, who owns Champion Health and Fitness and his comments relate to Tract 1. He stated that the change they are requesting will allow Mr. Lassiter to use his facility in the way that he feels it will best serve the community. The request is compatible with Horizons: Greenville's Community Plan and the Future Land Use Plan Map and it is compatible with surrounding zoning and land uses. The request for Tract 1 will work well with the request for Tract 2 to provide transition to commercial uses. He asked for the City Council's support of the request.

Greg Lassister – No Address Given

Mr. Lassiter, owner of Champion Health and Fitness, stated he was approached 7-8 years ago by Pitt Community College about purchasing the Cherry Oaks Pool. He didn't know much about pools at the time, but he bought the property and got his certified pool operator's license. Mr. Lassiter said he feels this has been good for neighborhood. They have a swim team with 120 kids and they compete with other areas of the city. Parking is a mess when they compete, whether at Cherry Oaks or in the other neighborhoods they compete with. He wants to build an area at Champion for a nice, competitive pool – a short course pool with 10 lanes – an adequate parking so that parents and grandparents come out and support their kids.

Phil Dixon – No Address Given

Mr. Dixon stated he was representing Bill Davis, from Ann Arbor, Michigan, who is with him tonight. Mr. Davis is prepared to invest substantially in this community if Tract 2 can be rezoned as requested. There has been no development of this property in 26 years, but now there is interest in the property for office development. It is hard to imagine a more ideal location for this development. The property would be a self-contained loop road with all the traffic internalized and no connection to adjoining properties.



Hearing no one else wishing to comment in favor of the application to rezone, Mayor Pro-Tem Mercer invited comment in opposition. Hearing none, Mayor Pro-Tem Mercer closed the public hearing at 8:48 pm.

Council Member Glover moved to adopt the ordinance to rezone 13.62 acres located 1,300+/- feet south of Fire Tower Road and 900+/- feet west of Corey Road from R6MH (Residential-Mobile Home [High Density Multi-Family]) to CG (General Commercial) and OR (Office-Residential [High Density Multi-Family]). Council Member Croskery seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY HD PROPERTY HOLDINGS, LLC TO REZONE 3.062 ACRES LOCATED NEAR THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST 10TH STREET AND L. T. HARDEE ROAD FROM IU (UNOFFENSIVE INDUSTRY) TO CG (GENERAL COMMERCIAL) - (ORDINANCE NO. 14-071)

Planner Chantae Gooby stated that HD Property Holdings, LLC has requested to rezone 3.062 acres located near the southwest corner of the intersection of East 10th Street and L. T. Hardee Road from IU (Unoffensive Industry) to CG (General Commercial). The subject area is located in Vision Area C.

According to Ms. Gooby, East 10th Street (NC 33) is considered a gateway corridor from its intersection with Greenville Boulevard and continuing east. Gateway corridors serve as primary entranceways into the City and help define community character. There is a recognized intermediate focus area to the east of the intersection of East 10th Street and Portertown Road. Intermediate focus areas generally contain 50,000 to 150,000 square feet of conditioned floor space. The Future Land Use Plan Map recommends commercial (C) at the southwest corner of the intersection of East 10th Street and L. T. Hardee Road.

Based on the analysis comparing the existing zoning and requested rezoning, Ms. Gooby stated the proposed rezoning classification could generate 1,834 trips to and from the site on East 10th Street, which is a net increase of 1,832 trips per day. During the review process, measures to mitigate traffic will be determined.

In 1989, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and was zoned IU (Unoffensive Industry). The property is currently used for one commercial warehouse and one vacant lot. Water is available from Eastern Pines Water Corporation. Sanitary Sewer from Greenville Utilities is available at the River Hills Pump Station. There are no known historical designations on the site, nor are there any environmental conditions/constraints.

Surrounding land uses and zoning are as follows:

North:RA20 – One single-family residence; RR6S – Vacant (approved preliminary plat for River Bend Subdivision – 145 single-family lots)



South: Norfolk Southern Railroad

East: IU – Hardee’s Body Shop; RA20 – One single-family residence; Simpson Jurisdiction - Farmland

West: RA20 – One single-family residence and farmland

Ms. Gooby stated under the current zoning (IU), the site could yield 26,676+/- square feet of manufacturing/warehouse uses. Under the proposed zoning (CG), the site could yield 26,676+/- square feet of retail/restaurant uses. The anticipated build-out time is one year.

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, and staff recommends approval of the requested rezoning.

Ms. Gooby stated the Planning and Zoning Commission voted to recommend approval of the request at its October 21, 2014, meeting.

Mayor Pro-Tem Mercer declared the public hearing for the proposed rezoning open at 8:51 pm and invited anyone wishing to speak in favor to come forward.

Mike Baldwin – No Address Given

Mr. Baldwin stated he was representing the property owner and was available to answer any questions.

Hearing no one else wishing to comment in favor of the application to rezone, Mayor Pro-Tem Mercer invited comment in opposition. Also hearing none, Mayor Pro-Tem Mercer closed the public hearing at 8:52 pm.

Council Member Glover moved to adopt the ordinance to rezone 3.062 acres located near the southwest corner of the intersection of East 10th Street and L. T. Hardee Road from IU (Unoffensive Industry) to CG (General Commercial). Council Member Croskery seconded the motion.

Council Member Blackburn expressed concern about continuing commercial creep in the area. She referenced a change 2-3 years previously that brought in 25 acres of heavy commercial.

Council Member Croskery stated he had compared the current and requesting zonings and does not see anything more offensive in the requested zoning than what already exists in the current zoning.



There being no further discussion, the motion to adopt the ordinance passed by a vote of 5 to 1 with Council Member Blackburn casting the dissenting vote.

ORDINANCE REQUESTED BY PARKSIDE MM, LLC TO REZONE 0.53 ACRES LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF JOHNS HOPKINS DRIVE AND SCALES PLACE FROM MO (MEDICAL-OFFICE) TO MR (MEDICAL-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) - (ORDINANCE NO. 14-072)

Planner Chantae Gooby stated that Parkside MM, LLC has requested to rezone 0.53 acres located at the southwest corner of the intersection of Johns Hopkins and Scales Place from MO (Medical Office) to MR (Medical-Residential). The property is located in Vision Area F.

According to Ms. Gooby, the subject site is in the recognized Medical District. The Future Land Use Plan Map recommends office/institutional/medical (OIM) at the southwest corner of Johns Hopkins Drive and Scales Place and transitions to office/institutional/multi-family IOIMF) to the south and west.

Based on the analysis comparing the existing zoning and requested rezoning, Ms. Gooby stated the proposed rezoning classification could generate 53 trips to and from the site on East 10th Street, which is a net increase of 13 trips per day, which is negligible. For that reason, a traffic volume report was not generated.

In 1976, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20. In 1985, the Medical District was adopted by the City Council. The subject site was included as part of the Medical District and rezoned to MO (medical-office). Water and sanitary sewer are available at the property. There are no known historical designations on the site, nor are there any environmental conditions/constraints.

Surrounding land uses and zoning are as follows:

North: MO – Eastern Carolina ENT

South: MR – University Medical Park Townhomes

East: MO – Vacant

West: MR – Common area for University Medical Park Townhomes (undeveloped)

Ms. Gooby stated under the current zoning (MO), the site could yield 3,643+/- square feet of office space. Under the proposed zoning (MR), the site could yield 6-8 multi-family units of 1-3 bedrooms. The anticipated build-out time is one year.

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, and staff recommends approval of the requested rezoning.

Ms. Gooby stated the Planning and Zoning Commission voted to recommend approval of the request at its October 21, 2014, meeting. She pointed out that there is a valid protest petition regarding this request, therefore, a super-majority vote of Council – 5 affirmative votes – will be required for the request to be approved.

City Attorney Dave Holec noted that the mayor's absence does not impact the vote since he votes only in case of a tie vote. The impact of the protest petition requires a $\frac{3}{4}$ vote of the City Council, or 5 affirmative votes, and the Mayor Pro-Tem does vote while presiding.

Council Member Smiley asked if this relates to the property for which the City made a grant, or if it is the specific parcel.

Ms. Gooby stated it is the same and there are representatives here tonight who will discuss that in more detail.

Community Development Director Merrill Flood added that the applicant has pursued tax credits through the North Carolina Housing Finance Agency's tax credit program and the City Council has allocated \$150,000 through its HOME program.

Mayor Pro-Tem Mercer declared the public hearing for the proposed rezoning open at 8:59 pm and invited anyone wishing to speak in favor to come forward.

Tom Taft – No Address Given

Mr. Taft stated he is representing the applicant seeking to rezone a roughly one-half acre tract from MO (Medical Office) to MR (Medical-Residential). This small tract is part of a larger tract of six and one half acres that is currently zoned as MR (Medical-Residential). The purpose of their request is to build a 98 unit multi-family, tax credit or affordable housing project for the elderly.

The applicant's purpose in rezoning this tract is to allow them to locate their overall project on the full tract in an attractive way. Mr. Taft displayed a map showing where apartments are currently located on the property and how the proposed units would be located on the property if the rezoning is approved.

Mr. Taft also referenced some of their financing arrangements, which Mr. Flood identified earlier. He stated overall, this will be approximately a \$10 million project and the project will benefit the elderly of Pitt County. It will be a 3-story structure with conditioned hallways, ample parking, a walking trail and picnic areas in the back. The project will be professionally managed and will be built in a first-class manner compatible with the



surrounding area. Mr. Taft stated it is their opinion that their project will not have a negative impact on any of the medical practices or apartment properties in the area. He asked for the City Council's favorable consideration of the request.

Council Member Croskery asked Mr. Taft if they were aware of the need to rezone this property when the plans were drawn. Mr. Taft stated they became aware of it during the development process and steps were taken then to apply for the required change.

Council Member Glover asked if any low income seniors would live in the property. Mr. Taft stated under the North Carolina Housing Finance Agency's program for affordable housing, to qualify for funding, a project has to be a 60-65% of the particular market that it's concerned with. This project is not public housing, voucher housing or Section 8 housing. It is market rate, affordable housing that will be paid for by the residents.

Phil Dixon – No Address Given

Mr. Dixon stated he has a substantial practice in elder care law. He deals with people concerned with finding a place to live and this is an incredible need in this community. This is a great project for the elderly population because it is near medical offices, the hospital, the medical school and shopping. It has good road access and good transportation options. The rent in these apartments would be in the range of \$328-\$475 for a one bedroom unit and \$400 -\$528 for a two bedroom unit. He said he hopes the City Council will consider supporting this project.

Hearing no one else wishing to comment in favor of the application to rezone, Mayor Pro-Tem Mercer invited comment in opposition.

Dr. Jorge Abdallah – No Address Given

Dr. Abdallah, who stated he is the founder of Eastern Oncology and Hematology, said he is not against housing for senior citizens, but opposes the rezoning for another reason. He is concerned the rezoning will impact negatively on his medical practice's property value. When he purchased the property for his office from a real estate agent, he paid a good price for it. When he later purchased adjoining land, he expected a better deal, but was told by Tom Taft that prices were high because the area would always be medical offices. He encouraged the City Council to leave that small amount of space for another medical practice.

Council Member Blackburn asked if anyone representing the protest petition was present; however, no one was.

Hearing no one else wishing to speak in opposition, Mayor Pro-Tem Mercer closed the public hearing at 9:19 pm.



Council Member Glover moved to adopt the ordinance to rezone 0.53 acres located at the Southwest corner of the intersection of Johns Hopkins Drive and Scales Place from MO (Medical-Office) to MR (Medical-Residential). Council Member Smiley seconded the motion.

Council Member Blackburn stated she appreciates Dr. Abdallah coming to voice his concern about the project, but she's curious why no one associated with the protest petition is present. She stated she shares the concern about keeping this a medical office setting, but at the same time, this is a very compelling project.

Council Member Croskery stated that, as a medical business owner, he can certainly understand Dr. Abdallah's property concerns. He noted that he has driven by the subject property and there is already a multi-family project adjacent to and behind this property that can be seen from the street. He feels like this proposal is a better alternative for the property than what he could envision for the property if it were not rezoned.

Council Member Glover stated Greenville has a very fast-growing elderly population who can't afford to go to facilities like Cypress Glen. There is a need for seniors to have a facility like this.

Council Member Smiley stated he had actually spoken to Dr. Brechtelsbauer, who was part of the protest petition, and he perceived their concerns were much the same as those addressed earlier. While he feels their petition was filed in earnest, the project has been well advertised, the petition was filed at a late date and no one was present to represent the concern, therefore, Council Member Smiley felt he could not give it any more weight than the compelling arguments in favor of the project.

There being no further discussion, the motion to adopt the ordinance passed by a vote of 5 to 1 with Council Member Blackburn casting the dissenting vote.

ORDINANCE TO AMEND THE ZONING ORDINANCE BY ADDING A REQUIREMENT THAT SIDEWALKS MUST BE CONSTRUCTED ALONG MAJOR THOROUGHFARES, MINOR THOROUGHFARES, AND BOULEVARDS IN CONJUNCTION WITH THE CONSTRUCTION OF ANY NEW NON-RESIDENTIAL DEVELOPMENT, MIXED-USE DEVELOPMENT, AND MULTI-FAMILY RESIDENTIAL DEVELOPMENT ON EXISTING LOTS - (ORDINANCE NO. 14-073)

Chief Planner Tom Weitnauer stated that, as part of a continuing effort to implement recommendations outlined in Horizons: Greenville's Community Plan, the Planning Division developed this Zoning Ordinance text amendment that would require the installation of sidewalks. Currently, sidewalks are not required to be installed when commercial development is built on existing lots. Sidewalks are only required when a developer builds a street. Over the last several years, the City Council has adopted plans



and studies that include directives that support this text amendment requiring sidewalks when commercial development is constructed.

On January 21, 2014, Planning Division staff presented a discussion item to the Planning and Zoning Commission for its input for a text amendment that would require sidewalks for commercial development along thoroughfares. The Planning and Zoning Commission offered supportive comments of the conceptual ideas presented.

Staff surveyed peer cities in North Carolina and determined it is typical for cities to require sidewalks when new commercial projects are built on existing lots. Regulations that require developers to install sidewalks along major thoroughfares, minor thoroughfares and boulevards when new non-residential developments, mixed-use developments and multi-family residential developments are built on existing lots encourage walking to help improve physical health and provide a transportation alternative to help reduce traffic congestion.

In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizons: Greenville's Community Plan.

On October 1, 2014, the Bicycle and Pedestrian Commission unanimously voted to endorse the text amendment with the caveat that the Bicycle and Pedestrian Commission's suggestions from their September 3, 2014 meeting are provided by other mechanisms. Staff believes this has been accomplished.

The Planning and Zoning Commission unanimously voted to recommend approval of the request at its October 21, 2014 meeting.

Mayor Pro-Tem Mercer declared the public hearing for the proposed text amendment open at 9:36 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Pro-Tem Mercer closed the public hearing at 9:37 pm.

Council Member Blackburn moved to adopt the Zoning Ordinance text amendment that would require the installation of sidewalks. Council Member Croskery seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY RIVERS AND ASSOCIATES, INCORPORATED TO AMEND TITLE 9, CHAPTER 4, ARTICLE O. SECTION 9-4-252 OF THE CITY CODE TO REQUIRE A MINIMUM OF 5 PARKING SPACES, PLUS 1 PARKING SPACE PER 100 STORAGE UNITS, FOR MINI-STORAGE WAREHOUSES - (ORDINANCE NO. 14-074)

Planner II Chantae Gooby presented an ordinance requested by Rivers and Associates, Inc. to amend Title 9, Chapter 4, Article O, Section 9-4-252 of the City Code to require a



minimum of 5 parking spaces, plus 1 parking space per 100 storage units, for mini-storage warehouses. Under the current code, a mini-storage warehouse requires 1 parking space per 4 storage units. Parking standards vary among other communities of similar size/character to Greenville for mini-storage warehouses.

Ms. Gooby stated that the proposed Zoning Ordinance Text Amendment is in compliance with Horizons: Greenville's Community Plan, and staff does not anticipate any negative impacts associated with this amendment. The Planning and Zoning Commission approved the recommendation at its October 21, 2014 meeting.

Council Member Blackburn noted that the change seemed substantial. Ms. Gooby responded that the nature of a mini-storage warehouse was that customers come and go throughout the day in a manner so that it is rare to have a large number there at one time.

Council Member Smiley added that customers most often park in front of their units to load or unload items, so that the additional parking is not utilized.

Mayor Pro-Tem Mercer declared the public hearing for the proposed amendment open at 9:42 pm and invited anyone wishing to speak in favor to come forward.

Trey Little – No Address Given

Mr. Little, on behalf of Rivers and Associates, stated that the current ordinance provides for an unnecessary abundance of parking because development standards exist which regulate the amount of space between storage buildings and that space provides adequate parking for customers utilizing their units.

Hearing no one else wishing to speak in favor of the proposed amendment, he then invited comment in opposition. Hearing no one, Mayor Pro-Tem Mercer closed the public hearing at 9:44 pm.

Council Member Smiley moved to amend Title 9, Chapter 4, Article O. Section 9-4-252 of the City Code to require a minimum of 5 parking spaces, plus 1 parking space per 100 storage units, for mini-storage warehouses. Council Member Croskery seconded the motion, which passed by unanimous vote.

ORDINANCE REQUIRING THE REPAIR OR THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 110 CONTENTNEA STREET - (ORDINANCE NO. 14-075)

Code Enforcement Coordinator Rawls Howard stated he had a number of ordinances requiring the owners of dwellings which have been vacated and closed for a period of at least six months, pursuant to the enforcement of the Minimum Housing Code, to repair or demolish and remove these dwellings. These ordinances provide that each owner has 90



days to repair or demolish and remove the dwellings. If the owner fails do so within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

Coordinator Howard stated the first dwelling is located at 110 Contentnea Street. The property has a total value of \$30,509. The building is valued at \$28,218 and the land is valued at \$2,291. He stated that \$5,021.25 is currently owed in taxes to the Pitt County Tax Department and utilities were disconnected on May 3, 2010. The estimated cost to repair the property is \$69,276.50. There have been 20 Code Enforcement cases initiated on this property since 1996, and the Greenville Police Department has responded to 12 calls for service at this property since August 1991.

Mayor Pro-Tem Mercer declared the public hearing open at 9:47 p.m. and invited anyone wishing to speak in favor of the proposed ordinance to come forward.

Bobby Wichard – No Address Given

Mr. Wichard stated his son got lead poisoning from this property back in the 1990's and the property still has not been repaired. He has been in favor of demolishing this property for 32 years.

Hearing no one else wishing to speak in favor of the proposed ordinance, Mayor Pro-Tem Mercer invited comment in opposition. Hearing no one, Mayor Pro-Tem Mercer closed the public hearing at 9:49 p.m.

Council Member Blackburn moved to adopt the ordinance requiring the repair or demolition and removal of the dwellings at 110 Contentnea Street. Council Member Glover seconded the motion, which passed by unanimous vote.

ORDINANCE REQUIRING THE REPAIR OR THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 111 VANCE STREET - (ORDINANCE NO. 14-076)

Coordinator Howard stated the second dwelling is located at 111 Vance Street. The property has a total value of \$29,821. The building is valued at \$27,276 and the land is valued at \$2,545. He stated that \$5,860.85 is currently owed in taxes to the Pitt County Tax Department and utilities were disconnected on May 13, 2009. The estimated cost to repair the property is \$83,052. There have been 23 Code Enforcement cases initiated on this property since 1996, and the Greenville Police Department has responded to 17 calls for service at this property since 1992.

Mayor Pro-Tem Mercer declared the public hearing open at 10:00 p.m. and invited anyone wishing to speak in favor of the proposed ordinance to come forward.

Niagra Wichard – No Address Given



Ms. Wichard stated her concerns are similar to those of her husband about the previous property, which is a nuisance in their neighborhood. She favors demolition and removal

Hearing no one else wishing to speak in favor of the proposed ordinance, Mayor Pro-Tem Mercer invited comment in opposition. Hearing no one, Mayor Pro-Tem Mercer closed the public hearing at 10:01 p.m.

Council Member Blackburn moved to adopt the ordinance requiring the repair or demolition and removal of the dwellings at 111 Vance Street. Council Member Glover seconded the motion, which passed by unanimous vote.

ORDINANCE REQUIRING THE REPAIR OR THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 401 SOUTH HOLLY STREET - (ORDINANCE NO. 14-077)

Coordinator Howard stated the third property is located at 401 S. Holly Street. The property has a total value of \$34,100. The land is valued at \$33,750. The building actually has no value, but there are additional features valued at \$350. He stated that \$416.02 is currently owed in taxes to the Pitt County Tax Department and utilities were disconnected on February 6, 2012. The estimated cost to repair the property is \$79,752. There have been 19 Code Enforcement cases initiated on this property since 2003, and the Greenville Police Department has responded to 23 calls for service at this property since July 1992.

Mayor Pro-Tem Mercer declared the public hearing open at 10:06 p.m. and invited anyone wishing to speak in favor of the proposed ordinance to come forward. Hearing no one, Mayor Pro-Tem Mercer invited comment in opposition. Also hearing no one, Mayor Pro-Tem Mercer closed the public hearing at 10:07 p.m.

Council Member Blackburn moved to adopt the ordinance requiring the repair or demolition and removal of the dwellings at 401 South Holly Street. Council Member Glover seconded the motion, which passed by unanimous vote.

RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT FOR THE SAVE-A-LOT PROJECT - (RESOLUTION NO. 061-14)

Economic Development Manager Carl Rees stated the City Council adopted a Capital Investment Grant policy in April 2013. The policy allows the City to provide limited economic development incentives for worthy projects that take place in the City's established Economic Development Investment Zones, as well as for certain other catalytic projects.

The City has long sought to attract retail development, especially full service grocery operations to the urban core, an area that has been underserved for the last three decades in both categories. Save-a-Lot, a national discount food retailer, has agreed to open a full



service retail grocery operation at 1715 Dickinson Avenue. This location is approximately one block from the recently renovated Dream Park location and is surrounded by neighborhoods with an average poverty rate of almost 40%. Save-a-Lot has a portfolio of over 1,300 corporate and franchise stores across the United States including five stores in North Carolina. One such store in an urban location in Durham was the model for the Dickinson Avenue development project.

For Greenville's first Save-a-Lot, Mr. Rees stated the company has provided franchise rights to local developer Mack Taha, who will open the store under the name of Taha's Properties, LLC. Current plans call for construction of a 20,000 square foot commercial building which will include approximately 16,000 square feet of grocery space along with four additional retail bays, making up the additional 4,000 square feet. Construction cost for the project is expected to total \$1.45 million, with an additional \$700,000 invested in equipment and stock. The Save-a-Lot store is expected to create a total of 14 jobs and will produce new tax revenue for the City of approximately \$5,900 per year.

As outlined in the draft agreement, Mr. Rees stated the City would make grant payments to Taha's Properties, LLC in an amount not to exceed \$10,000 paid over three years.

Mr. Rees introduced Mack Taha, who spoke about the project.

Mr. Taha showed a representative drawing of the building façade and stated the project will result in 20-25 jobs. He said he anticipates \$50,000 to \$70,000 in sales tax revenue annually, and that the presence of this building will raise surrounding property values. He is very optimistic that this facility will encourage other investors to come into the area and he has already had inquiries from four potential tenants for the excess retail space including a large restaurant franchise.

Mr. Taha said another aspect of this project that he is very excited about is the lighting. They have ten electric poles with two heads, each head having 400 watts. He feels the added lighting will not only provide security for his facility, but will enhance safety in the neighborhood. Also, Mr. Taha said they are investing heavily in landscaping for the project to make it an attractive and welcome addition to the community.

Mayor Pro-Tem Mercer declared the public hearing open at 10:15 p.m. and invited anyone wishing to speak in favor of the proposed agreement to come forward. Hearing no one, Mayor Pro-Tem Mercer invited comment in opposition. Also hearing no one, Mayor Pro-Tem Mercer closed the public hearing at 10:16 p.m.

Council Member Blackburn moved to adopt the resolution approving an economic development incentive agreement for the Save-A-Lot project. Council Member Glover seconded the motion, which passed by unanimous vote.



OTHER ITEMS OF BUSINESS

(REMOVED) FINANCIAL AUDIT FOR FISCAL YEAR ENDED JUNE 30, 2013

FISCAL YEAR 2014-2015 BUDGET SCHEDULE

Financial Services Director Bernita Demery presented the following budget schedule for fiscal year 2015-2016. The schedule sets a work plan for the fiscal year 2015-2016 operating plan that was adopted as part of the biennial budget to be reviewed, updated, and presented to City Council. This process will result in the adoption of the fiscal year 2015-2016 budget.

**City of Greenville, NC
Proposed Budget Schedule
Fiscal Year 2015 - 2016**

Thursday	November 13, 2014	Budget Schedule presented to City Council
Friday & Saturday	January 23-24, 2015	City Council Planning Session
Monday	April 6, 2015	City Council Budget Preview
Thursday	April 9, 2015	City Council discussion of Proposed City budget (optional)
Monday	April 20, 2015	Joint City Council-Greenville Utilities Commission Meeting
Wednesday	May 6, 2015	Proposed City, GUC, SML and CVA budgets distributed to City Council
Monday	May 11, 2015	Proposed City budget presented to City Council
Thursday	May 14, 2015	Proposed GUC, SML and CVA budgets presented to City Council
Friday	May 22, 2015	Public display of balanced budgets prior to the Public Hearing
Monday	June 8, 2015	Public Hearing - Fiscal Year 2015 - 2016 Budget
Thursday	June 11, 2015	Adoption of the Fiscal Year 2015 - 2016 Budget



City Manager Lipscomb expressed mild distress at the April 6th date which coincides with the due date of her first grandchild.

Upon motion by Council Member Glover and second by Council Member Blackburn, the City Council voted unanimously to adopt the proposed schedule.

WEST GREENVILLE HISTORIC SURVEY UPDATE

Senior Planner Niki Jones stated the City of Greenville is an entitlement community and a recipient of HOME and CDBG federal funds. As a result, all federally funded activities must comply with the National Environmental Policy Act (NEPA). Historic preservation is one of many components requiring the City's compliance through this act.

City staff members have met with the State Historic Preservation Office (SHPO) on multiple occasions to discuss the future of West Greenville with regards to historic preservation. The most recent discussion that staff had with SHPO pertained to a property that the City conveyed to a non-profit at 901 Douglas Avenue. This property lies within an eligible national register historic district – Perkins Town-Cherry View. The non-profit's intent was to rehab the structure.

Although the non-profit owned the home, the City granted them federal funds to assist with the rehabilitation of the structure. When the rehab began, it became clear that the costs would greatly outweigh the value of the structure. Therefore, a rehab was no longer a viable alternative. The non-profit agency operates as a proxy of the City, and they have the responsibility to be good stewards of public funds. Therefore, staff made the decision that demolishing and rebuilding the structure was the best option. SHPO allowed the City to demolish the structure after several rounds of negotiation. As a result, there was a Memorandum of Understanding (MOU) put in place between SHPO and the City. As specified in the MOU, the City hired a consultant to perform a second historic survey of both the Perkins Town-Cherry View and Skinnerville areas. The initial surveys of these areas were completed in 2004 and 2005.

In July 2014, the second survey was completed as required. The updated historic survey makes note of the new construction and demolition that has occurred in the area over the past ten (10) years that affects potential eligible historic districts. Heather Wagner-Slane, the consultant who completed the survey, believes that there is a potential for Perkins Town-Cherry View to become a single boundary national register district. However, the consultant also proposed an option of three small historic districts: Cherry View, Perkins Town, and Higgstown.

Architecturally, the three smaller historic districts are closely related. Moreover, the consultant noted in her research that the Skinnerville national register district is completely intact. Staff presented the findings to the Historic Preservation Commission (HPC) in both September and October. At the September HPC meeting, staff presented the background information and delivered the report to the commission for their review. At the October HPC meeting, staff



employee turnover rate, increased productivity, improved collection efficiency at a reduced cost, a reduction in Worker's Compensation claims and insurance premiums and cleaner neighborhoods.

CLOSED SESSION (ADDED)

Council Member Blackburn moved to enter closed session in accordance with G.S. §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee. Council Member Glover seconded the motion, which passed by unanimous vote.

Mayor Pro-Tem Mercer declared the City Council in closed session at 10:50 pm and called a brief recess to allow Council Members time to relocate to Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Croskery to return to open session. Motion was approved unanimously, and Mayor Pro-Tem Mercer returned the City Council to open session at 11:19 pm.

ADJOURNMENT

Council Member Smiley moved to adjourn the meeting, seconded by Council Member Croskery. There being no further discussion, the motion passed by unanimous vote and Mayor Pro-Tem Mercer adjourned the meeting at 11:20 p.m.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Proposed revision to the October 6, 2014 City Council meeting minutes

Explanation: **Abstract:** Minor text amendments to the October 6, 2014 City Council meeting minutes are presented for the City Council's consideration per the request of Council Member Rose Glover.

Explanation: During the November 10, 2014 City Council meeting, Council Member Rose Glover requested that her comments in the October 6, 2014 minutes related to the ICMA Study on the Fire/Rescue Department be amended so that everything she said was included.

The following text amendments to those minutes are presented for the City Council's consideration per her request. The full text for the Fire/Rescue item is included for context, with the changes appearing on page 12. Black text represents wording already approved by the City Council. The text in red represents proposed additional text, and the text in ~~strikeout~~ would be deleted as a result of the proposed amendment, if approved.

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

Recommendation: Review and approve the proposed text amendments to the previously approved minutes for the October 6, 2014 City Council meeting.

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

Attachments / click to download

The following text amendments to the October 6, 2014 City Council minutes are presented for the City Council's consideration per request of Council Member Rose Glover. Black text represents wording already approved by the City Council. The text in red represents proposed additional text and the text in ~~strikeout~~ would be deleted as a result of the proposed amendment, if approved.

PRESENTATION FROM ICMA ON FIRE/RESCUE DEPARTMENT STUDY

City Manager Lipscomb stated that when she was employed by the City in 2012, the City Council asked for efficiency studies to be done on City departments. The Fire/Rescue Department Study is similar to those conducted on the Human Resources Department, Financial Services Department, Sanitation Division, and the Bradford Creek Public Golf Course. It consists of a review of the existing fire and rescue services including data analysis to identify the actual workload, organizational structure and culture, staffing levels, cost and quality of service delivery, strategic planning relating to the growth of the City and fire station locations, the communication and dispatch systems, and potential impacts related to the Affordable Care Act. She stated that Joe Pozzo, of the International City/County Management Association (ICMA) Center for Public Safety Management, will present the efficiency study results and recommendations. Interim Fire/Rescue Chief Eric Griffin and various members of the Greenville Fire/Rescue Department (GFRD) are present and they have worked with Mr. Pozzo on this excellent study. The City Council was provided with ICMA's Executive Summary in their agenda package, along with a copy of the report. GFRD is a major department of the City and Mr. Pozzo's presentation will exceed the normal 10 minutes allowed for presentations during City Council meetings.

Mr. Pozzo stated that ICMA has a management team that runs the Center for Public Safety Management (Center) and employs a quantitative analysis team for all of their projects. The Center does studies on police and fire departments. They have done over 200 studies across the country and Canada, and approximately half of those are Fire and Emergency Medical Services (EMS) studies. He has been assigned to serve ICMA's clients in 20 states and Canada in several jurisdictions.

Mr. Pozzo stated the Center always begins all of their analyses with a request for administrative, operational, and response data information. The ICMA Project Staff (team) collected computer-aided dispatch (CAD) system data from the Pitt County Communications Department along with fire reporting data. Those two pieces of data are merged so that the team can come up with the most accurate response and workload data possible. With the CAD data, the team was unable to gather all of the information that they normally do when doing a study, but that is one of the weaknesses in the particular CAD data system being used by the Pitt County Communications Department. An onsite analysis was done and he was actually part of that when the team dug into the operational pieces of the organization. Every fire station and apparatus was looked at. During their first night in Greenville, the team had a group meeting with selected members of all ranks in the GFRD to get a feel of the major concerns, issues, and positive things. A data and workload analysis was completed, and it was sent back to the City for verification. When the Center does their data and workload analysis, they always send that information



back to their client for verification, and they do not proceed forward on the operational report, until an approval is received from their client. The reason is because that has a significant bearing on how the Center comes to their conclusion and the recommendations that they make operationally. Some response and demand mapping was done. There was significant follow-up with both City fire and management staff to make sure the report is accurate, meets the needs of the community and that the Center is providing relevant information needed by the City to make decisions.

Departmental efficiency studies have been an ongoing city process, and the purpose of this study is to address the same for the GFRD. Another purpose of this study is to provide the City information with supportive rationale for how GFRD might transition to alternative staffing and deployment models and expand services in the future. Also, the purpose of the study is to generate recommendations that contemplate the provision of the service that the City is providing today and in the future as GFRD, perhaps, transitions to different ways to deploy its staff and resources.

The team found that GFRD provides an excellent service to the community, its citizens, businesses and the region, and is respected by the community and City leadership. This information was collected by the team when talking with several other members of the City staff, business owners, and citizens. GRPD's members are truly interested in and committed to serving the City and providing a good service.

The City has had three fire chiefs in the last 10 years, two interims in that period, and an Interim Fire/Rescue Chief since March 2013. A fire chief comes in, starts a program and leaves the City. The program leaves with the person, then there is an interim and then another fire chief comes in, starts something, and the cycle repeats. The one advantage of this transitional process is that it provides the opportunity for people in GFRD to move up in positions that they may have not been working in or never would be exposed to.

Mr. Pozzo explained the Center's key observations. He stated that the team found that there is a need to implement certain fundamental organizational components to assist with decision making, planning, and administrative matters:

- Comprehensive strategic plan
- Community risk and vulnerability analysis
- Internal risk management plan
- Performance measurement benchmarking

In the future, dialing in a very comprehensive strategic plan is an important piece to deal with the residential and commercial growth, the university system, and a large hospital system in Greenville. Understanding the risk in a community is probably the primary component in how to staff and deploy a fire department. A lot goes into the risk assessment, including the buildings, environment, social economics of the community, demographics, and what drives the demands for calls, when staffing a fire department. Public safety and fire departments generally drive a lot of risk including worker's



compensation, loss, etc. because of the type of work that the employees do. An internal risk management plan gives a template for managing risk. If risk is managed in a fire department, the budget can be managed as well and some funding is freed up for other things. The team also looked at GFRD's performance measures, how GRPD is tracking and measuring its system, the responses and percent of fires found to the room of origin, how efficient the department is and if it has effectiveness. GFRD has measurements, but they are typical of what is found in other agencies across the country. A template was provided in the report that can lay out some different types of performance measurements that will assist the Fire/Rescue Chief in measuring the department. When linking strategic planning, risk assessment, and staffing and deployment and performance measurement together, then GFRD can measure what it is doing and how it is progressing.

Mr. Pozzo stated that the Center recommends that the City consider the following:

- **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.**

When an agency's strategic planning, risk analysis and a staffing and deployment rule have not been completed then the best thing is to go through the accreditation process. The accreditation process actually forces GFRD to do those things and all of the other things that go with managing and leading a fire department. ICMA has recommended this because of some of the things that the team saw that are not in place presently but will help GFRD.

- **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)**

GFRD and the Human Resources Department should consult with the City Attorney's Office. The FLSA's 7(k) (29 U.S.C. 207 (k)) section will guide and direct the City on how to pay overtime, what needs to be paid in overtime, and what is unproductive and productive time. Even though the City does not have to pay overtime and everything at the premium rate, there is an analysis that should occur so that the City can see where the overtime is, benchmark how the City is doing it and work with the Human Resources Department to determine what is the best way to pay overtime in the City of Greenville. There are different models available and the City Attorney and FLSA guidelines will direct the City through that.

- **Demand for service is highest in the central core of the city.**

Mapping is provided for this recommendation.

- **Emergency Medical Services responses represent the largest percentage of calls for service. This is typical for fire departments across the country.**

89 percent of the GFRD's calls are EMS responses, and it is generally between 60-75 percent for fire departments.



- **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.**

There is some significant efficiency that the City can achieve with this recommendation because as the City and the demand for EMS grow, GFRD will require more units. In all the studies that ICMA has done, even the large systems across the country that run in the 70,000-100,000 call mark operate with two people on an ambulance.

- **The need for an additional ambulance during peak load times to reduce the workload of those 24-hour staffed ambulances.**

GFRD is busier with EMS at certain times of the day than other times of the day, which is from 8:00 a.m. to 8:00 p.m. ICMA's suggestion is to reduce personnel staffing on ambulances from three to two and put one or two peak load ambulances in place. GFRD can either transition to one or two and that will really be a policy decision and the Fire/Rescue Chief has some input on that. In the Center's analysis, the types of calls that GFRD runs do not require three-people per ambulance all of the time. GFRD runs more basic life support calls that can be handled by two people. This is not a suggestion of reduction in force, but the Center is suggesting that the City transfer that capacity to where it is really needed.

- **On average, the workload of fire units is not at a critical point where immediate action is necessary to close workload gaps.**

The EMS units are busy, but the fire units are not. The EMS units are busy on an average of 5 ½ -7 hours a day. Most of the fire units are busy about 1½ hours a day and that information is in the data table and the workload analysis.

- **The data analysis 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.**

That 1/3 of the report is an excellent foundation for planning for the present and the future. It is very comprehensive and provides the City Council, City Manager and the Fire/Rescue Chief a good blueprint that can be used to make decisions. The Center has given the City data that is going to be critical as the City makes decisions about how to transition GFRD's staffing, how to open and staff fire stations, and what type of units should be placed in those new fire stations.

- **The city should be well-positioned to recruit and evaluate fire chief candidates based on the information and evaluation from this study.**

The City needs someone who has a good feel for what is really going on in a contemporary fire department and understands fire and EMS and how they come together because they are two separate disciplines. In a fire based EMS system, the City wants to be careful that silos are not created, where the City would have a fire silo and an EMS silo, and the City would want someone who can do that.



At least, presently, the people at GFRD look at the Fire/Rescue Chief as consistency and Interim Fire/Rescue Chief Griffin has engaged the processes to put some things in place. He worked very well with him on what ICMA can do and what needs to be done.

ICMA has provided the City with 25 recommendations separated as planning/administrative and operational in the report to assist the City and GFRD in addressing these and other observations. Some are very high-level and others are mid-level and low hanging fruit that the City can grab and run with today and it really does not cost any money. It is starting programs, looking at processes and moving things around.

Mr. Pozzo stated that some drivers to consider as the City goes through its process for staffing and deployment of fire-EMS resources are as follows:

- Fire Risk of the Community
- Call Demand
- Workload of Units
- Travel Times from Fire Stations
- National Fire Protection Association (NFPA) Standards/OSHA Requirements/Insurance Service Organization (ISO)
- EMS Demand
- Critical Tasking
- Ability to Fund
- Community Expectations

The City would have to do a study of the fire risk so that the City understands what it is, and Interim Fire Chief Griffin is going to do that. The City has to understand the call demand - what types of calls are occurring, and where are they occurring. ICMA has provided the City with information regarding the call demand, workload of the units, travel times from fire stations, and where to place the next fire stations. Bleed maps showing 4, 6 and 8-minute response times have been provided in the report. 4-minute response time is a NFPA consensus standard that is used as a benchmark. Communities have to look at what their resources are and what is a reasonable response time to them and that was the purpose of mapping the 6-minute response time. Most of the communities that are the size of Greenville and have the type of fire and EMS services that the City provides fit in the 5 and 6-minute response times. NFPA Standards/OSHA Requirements/ISO are used as benchmarks and the City is not graded by ISO, but by the North Carolina Rate Response System, which is parallel to ISO. The EMS Demand is the big driver. There are only a few fire departments that ICMA has studied where EMS was not the highest call volume. Critical Tasking is how many people does it take for certain types of calls, the risk—a high risk sort of structural fire versus a low risk structural fire, the size of the building and what is the life hazard and those things. GFRD would have to identify the risk first before the City can really get into Critical Tasking which includes how many people are needed and how many ladder trucks, engines, and ambulances are needed. The Ability to Fund comes from the City and risks, demand, response times and what are the community expectations



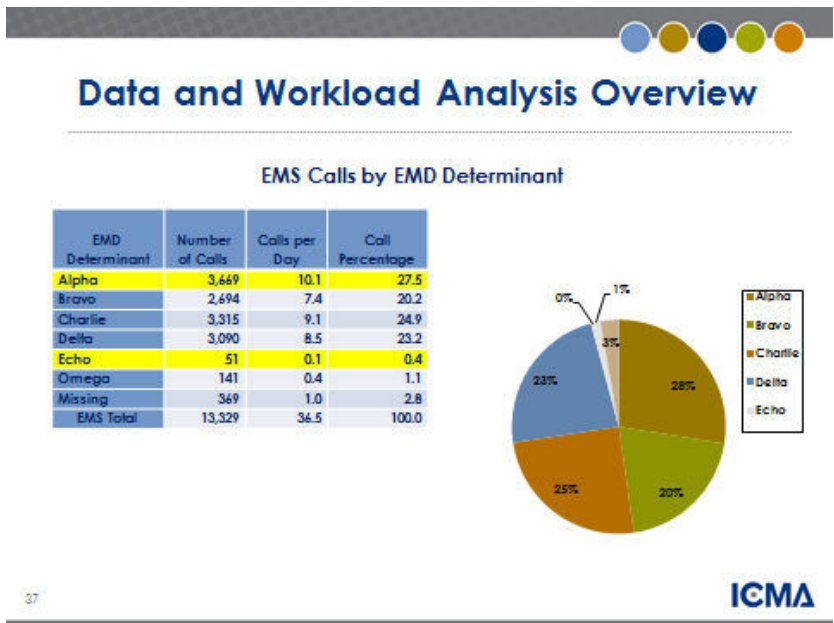
for fire/EMS services are the things that the City should have in place for the Ability to Fund piece. When all of those drivers are put together, the City has a blueprint for how to staff and deploy a fire/EMS department.

Mr. Pozzo provided the City Council with tables and mapping related to ICMA’s data and workload analysis, and he stated the following:

ICMA reviewed Greenville’s basic national fire incident reporting system call database call types. On a day-to-day business, Greenville’s fall and injury are the lower level basic life support calls and some of them are advance life support. They represent 49 percent of GFRD’s overall EMS calls. Fire calls represent 11 percent, the structural and outside fires represent 1.7 percent of overall calls, and the highest percentage of calls in the fire category are fire alarms.

Regarding peak load staffing for EMS, peak load units are used where there is the highest demand and they are placed where the demand is occurring. Those units are typically moved around throughout the 12-hour period of the peak load to where the calls are occurring, which is the most effective way to manage that system.

Emergency Medical Dispatcher (EMD) is the priority dispatch, which the County has in its communications department. When someone calls 911, that system is used to create a call determinant, determining whether the call is low priority or mid-priority.



By call determinant, Alpha and Bravo are the City’s lower priority calls and they represent the largest amount of calls that GFRD runs as determined by the Pitt County Communications Department.



There are two different kinds of response times. The Average Response Time is typically reported by fire and EMS departments, and the 90th percentile is the benchmark that NFPA uses.

Data and Workload Analysis Overview

Average Response Time

Call Type	Dispatch Time	Turnout Time	Travel Time	Response Time	Sample Size
Cardiac and stroke	0.6	1.1	4.9	6.7	1,529
Seizure and unconsciousness	0.7	1.1	4.9	6.7	1,098
Breathing difficulty	0.6	1.1	5.1	6.8	1,312
Overdose and psychiatric	0.7	1.2	7.7	9.6	632
MVA	1.2	1.0	4.0	6.1	876
Fall and injury	0.7	1.2	6.1	8.0	1,887
Illness and other	0.7	1.2	6.2	8.1	4,821
EMS Total	0.7	1.1	5.7	7.6	12,155
Structure fire	1.2	1.7	3.5	6.4	125
Outside fire	1.1	0.9	5.2	7.2	114
Hazard	1.2	1.1	5.3	7.6	141
False alarm	0.7	1.1	5.5	7.3	951
Good intent	1.2	1.3	4.8	7.2	81
Public service	0.9	0.7	5.1	6.8	150
Fire Total	0.9	1.1	5.2	7.2	1,562
Total	0.7	1.1	5.7	7.5	13,717

ICMA

ICMA looks at both and the 90th percentile is much stricter than the Average Response Time, which is about 50 percent. The City would not want to just go on 50 percent ever because it includes walk-ins to fire stations and calls that may have a zero travel time or a zero dispatch time. The 90th percentile removes those so that the City gets a closer look at what it is doing.

Accredited fire departments use fractals. Under the accreditation, in some categories you get a little bit of extra time but it is pretty much the same. For instance, call processing time should be under the 90th percentile, 60 seconds 90 percent of the time, which is called processing. On Turnout Time, it should be for fire calls, 80 seconds 90 percent of the time. In some of these categories, it is longer than 80 seconds.

If Dispatch and Turnout Times are considered and separated from Travel Time, those are the two pieces in the total Response Time that can be controlled. That is all human factor, and how quickly the dispatch center receives a call, obtains, processes, and loads the information in CAD, and dispatches it to the units can be controlled. Once the bell goes off, how long it takes for firefighters to get dressed, on the fire truck, and out the door can also be controlled. Those are two critical pieces; however, weather, Travel Time, and somewhat the transportation network cannot be controlled.



The fire calls are occurring in the center part of the City and some are in target areas where there are fire alarms. More so than fire, the City has some blocks outside of the city limits. The team was unable to capture mutual aid calls from the CAD data because the County does not call that out. The City would want to know how mutual aid, which is going outside of the City's district, is being received and provided. The City has mutual aid agreements with some of the neighboring jurisdictions and the EMS is much higher than their fire demands so the City is sending out EMS units, and this should be monitored.

Mr. Pozzo stated that regarding staffing, Greenville should use a relief staffing multiplier similar to the one presented in the report and better manage available leave positions. Maintaining the current minimum daily staffing of 39 is supported by ICMA. The following are ICMA's key observations of GFRD's staffing for demand and type of call:

- 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.
- Greenville has a Public Protection Classification of three (3) as issued by the North Carolina Department of Insurance Office of State Fire Marshal indicating a response rating in the upper one-third of the rating system.
- It is recommended the transitional alternatives offered to increase effectiveness of EMS while utilizing efficiencies identified in this report be considered.

Mr. Pozzo explained ICMA's key observations about short term and long term transitional considerations:

Short Term Transitional Considerations

GFRD should take the ambulance that goes between Fire Station 2 in the day time and Fire Station 1 at night and leave it at Station 1 permanently. As GFRD moves from Fire Station 3 to Fire Station 2 and transitions to Fire Station 1 at first and then to Fire Station 2 later, use that capacity and put a peak load ambulance in place to assist with the demand at the highest times. All of the EMS units must be managed, and the peak load ambulance should remain central so it can go in any direction where the call demand is. GFRD should maintain Ambulance 4 as a part of the entire response system, when the system reaches capacity and this resource is needed for response. Greenville is sort of an island and there is not a lot of readily available capacity around it. However, as the capacity in the core of the demand area starts to stress the system, then that unit should be used. The current CAD system with the County does not support an automatic vehicle locator. An EMS system that has the demand and movement that the City requires should be dispatched by an automatic vehicle locator. Greenville has the capability, but the County does not have the capability to do it. Sending the closest unit is essential. At six minutes, the City has good response time from its fire stations, but there are gaps due to the City's road network.

*Long Term Transitional Considerations:*

The City could consider placing another EMS transport fire unit at the seventh fire station. As a former Fire Chief in Florida, he knows that they are very functional in the right place, particularly where there is more of a suburban rural interface. The City should continue to review the workload of the peak staffing units and the workload and demand of all of the units. If it is necessary for the City to open an eighth fire station and if the growth continues in the southwest side of the City, there is an opportunity to consolidate with that fire district and co-locate units, which is an efficiency measurement that would benefit both jurisdictions.

Regardless of the EMS design, there is a possibility to gain some efficiency with GFRD staffing without impacting the City's service. Interim Fire/Rescue Chief Griffin has in place presently a Medic 1 supervisory position that ICMA supports. EMS is the biggest piece and it requires supervision. ICMA is aware that the department has other supervisors in place, but most communities with Greenville's EMS demand have some sort of EMS supervision to take care of that.

Several things are going on at Fire Prevention including plans review, fire prevention activities, and inspections. Plans review is technical and time consuming and at some point, it is taking time away from doing the inspections. ICMA suggested that a plans review position could be a civilian position in the Building Division, co-funded by both departments and the person would work on both regular plan reviews and the fire engineering part as well. There is some efficiency and need in the Building Division as well.

ICMA also looked at emergency management along with communications. Comprehensive emergency management is a County/City thing and it is very important that the City and County meet regularly to discuss emergency management issues, concerns, and plans.

A joint City/County advisory user group should be established to focus on some issues and concerns occurring in the 911 communication center. Some things can be done through this user group, but the issues must be discussed and the concerns have to be given out. There is opportunity through State legislation with public safety answering point (PSAP) money. If the issues and concerns continue, the City has a police department that does dispatch and a possibility of some transition of fire and EMS may be in there with PSAP money, if that would work out.

Mayor Thomas asked about the 911 communication issue. Mr. Pozzo responded that a good CAD system is necessary, and he is not saying that the County does not have a good system. But when using a homegrown CAD system, the City does not have the support network like the City would have when purchasing a vendor operated CAD system, along with that support, which could be expanded and different types of software could be added, when needed. For example, to run an EMS system where the City wants to have their units in predictable places based on call history, it takes compatible software that integrates with the CAD system so that the closest unit can be recommended, which is dispatched through an automated vehicle locator. Those systems and the ability to create, store and, break



down data are not in place presently and are critical to run an efficient system. There are some other issues such as the Interim Fire/Rescue Chief wants to pre-alert fire stations. When pre-alert is used opposed to toning everybody out, there is the pre-alert, announcement of the call, and then tone everybody out, and it allows the turnout time to be decreased. The decrease is the call processing time because people hear it, move to and get on the rig and respond. Some of those things are helpful. With the new CAD system, all of those things might fall in place. It is recommended that the Interim Fire/Rescue Chief and City Manager work closely with the County on that because of the kind of the system that the County is running and the City has some special needs. A suburban setting along with some urban setting is in Greenville and this has a high call demand. This is not a rural setting and this is not dispatching rural units. This is dispatching a high demand EMS and fire system, which is different. There should be some input from one of the bigger users, if not the biggest user, of that system.

Council Member Blackburn stated that the City's system is like many systems across the nation, where maybe at one time there was a heavy emphasis on fire and now the trend is more focused on the EMS services. She asked whether a redesign or overhaul is needed of how to approach this department because of that different emphasis. Mr. Pozzo responded yes. He explained that in fire departments across the country that is the trend which started 25-30 years ago. When fire departments began to use first response to EMS calls with the engines, then EMS transport was added into some fire departments. ICMA identified and gave the City that information when the team looked at the departmental staffing and how GFRD staffed the ambulances. The City needs to be positioned for 89 percent of the calls being EMS and there will be fire, hazard and other calls with the engines as well. There is a need for change and to look at how to deploy the EMS system. ICMA suggested that GFRD has seven ambulances and a high demand during certain times of the day. Some of the unit hour utilization of those ambulances is high and with 24-hour staffed ambulances, the City should pay attention to the workload of a crew on the 18th and 19th hours. The City would want the crew members to be as sharp as they were on the second and third hours. A lot of systems, as they get busy, do not deploy the same people 24 hours a day instead they have people to work 12 hours on the engine and 12 hours on the ambulance because it is busy and those people need a break. That is all part of how to deploy and what is the internal risk of the 18th and 19th hours.

Council Member Blackburn asked when ICMA looked at the data for flooding and car accidents did ICMA see any way the City needs to shift how the City is approaching those two specific situations. Mr. Pozzo responded that the response is that is fine. ICMA gave the City the Motor Vehicle Accidents data. The City has a heavy rescue unit that is crossed staff by the latter that carries extra case equipment and GFRD has other apparatus that carries that equipment and ambulances are dispatched. ICMA did not do a risk analysis for the City because it was not part of the scope. Doing a risk analysis is critical to how the City finishes and continues this. They addressed what the City is doing in EMS because GFRD is doing something that not a lot of agencies across the country do for their reasons. That is not the Interim Fire/Rescue Chief's fault and it is something that he inherited. ICMA was



commissioned to do the study and our job was to provide some recommendations for efficiencies.

Mayor Thomas asked about the shared resource alternative. Mr. Pozzo responded that there is some opportunity for that at an eighth station in the southwest district.

Interim Fire/Rescue Chief Griffin stated that Mr. Pozzo is referring to a need for an eighth station in the Frog Level Road area. There is a fire department that is part of the County's system at that location near the city limits and there could be some opportunities there.

Council Member Smiley stated that when reducing the number of people staffed on an ambulance from three to two, some people may think that could be a problem if three people are hurt and there are only two people on the ambulance. The goal of that would be to increase the actual number of ambulances that could deploy at one time and to have the same number of paramedics put on a larger number of trucks where there are two people riding on a truck instead of three. Given the types of calls received, GFRD is far more likely to be able to respond more quickly to a larger number of lower intensity calls than it would encounter with the high intensity calls where three or more people and two trucks are needed. It is not so much of an attempt to reduce the number of personnel on duty at any one time, it is to make them more mobile and put them in more units to generate a better response and more safety and better service across the City.

Mr. Pozzo agreed with Council Member Smiley's observations.

Mayor Pro-Tem Mercer made comments about the ICMA study, and he gave his explanation for voting in opposition to commissioning this report a year ago. He stated that there are some good suggestions in the report that should be implemented. The City paid ICMA to do this report, a good job was done and he appreciates that. A year ago, he knew that in the upcoming budget process, the City was going to have severely tight budget situations, and he voted against spending \$64,000 for this report. He absolutely believes that the substance of the report consists of things that the City needs to do, but the City did not need to pay \$64,000 for that. There is some valuable data analysis in the report that is rather technical and can be very helpful ongoing. The Fire Chief is going to be able to use that. It may very well be that some piece of this that the City needed to farm out and maybe there was some local expert who could do this. Maybe the City needed to hire Mr. Pozzo for \$10,000 to do some very specialized piece of this that we could not do. By any means, he has no question about the results of the report or the suggestions that the City needs to do an accreditation, risk assessment, and comprehensive strategic plan. If the City had unlimited funds, lots of studies would be done, but the City has to be careful going forward to make sure of doing studies that are absolutely necessary or to determine what needed information cannot be studied in-house and figure out a less expensive way to do it. The City spent the money and absolutely needs to use the report to move forward on some of these things. Staff has his support in doing that to ensure that Greenville has the best possible first responder system.



Council Member Glover stated that she disagrees with the statement made that the City could have gotten someone locally to do the study for \$10,000. Council Member Glover stated that When the City Council commissioned the study, she was the only healthcare person on the City Council and now Dr. Croskery is working with the City Council. All of the money that was spent for this study is worth it for what the City received because there are many recommendations in the report that the City should look at. In her opinion, no one locally could have told the City that there is a need to have an automated vehicle locator to know where fire and EMS vehicles are at any given time because the City uses more EMS service, which is a critical part along with fire of the City's wellbeing. Greenville has the best rescue department in the State, but the critical things outlined in this report will help GFRD to become a better fire/rescue department. GFRD is one of the few departments that have firefighters who are paramedics. The City has what is needed, but needs to be able to optimize use of those resources. Regarding the 24 hours, if anyone works that period of time doing healthcare, especially when working in an emergency room or the code team in the hospital, they must be alert because a person picked up in an ambulance can be talking and can go from 0 to 100 in a few seconds. The City must think about the time that we are living in now that will affect GFRD. Last week, a person was arrested who had enough explosives in their home to do severe damage to the City.

Council Member Glover stated she has been on the City Council for 13 years and every year, the City has done studies, but an extensive study has never been done on GFRD. It is important to her that the City is as safe for citizens as it can be and with the recommendations in the study, the City can use them and make GFRD a lot better. The \$64,000 was worth every penny to save a life and to be more efficient in the ways the City is saving lives.

Mayor Thomas asked if the City has done any extensive analysis of comparative best practices for GFRD. Interim Fire/Rescue Chief Griffin responded not to his knowledge during his 22 years of service with the department.

Mayor Thomas commended Mr. Pozzo for the great work that was done, stating that ICMA provided exactly what the City asked for. Playing politics with the safety of the citizens is not an option. He knows that this will result in betterment for this community and also better response time. In his opinion, GFRD is already the pride of not only Eastern North Carolina, but of the State of North Carolina, in the many things that the City does with fire and EMS.



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Amendment to the Assignment of Classes to Salary Grades and Ranges within the Community Development Department Inspections Division

Explanation: **Abstract:** The purpose of this agenda item is to amend the assignment of Classes to Salary Grades and Ranges within the Community Development Department Inspections Division to reclassify one Building Inspector position to a Building Inspector/Plans Reviewer.

Explanation: During the October 6, 2014, meeting of City Council, the Council received and approved a report from Mr. Joe Pozzo from the International City/County Management Association (ICMA). City Council directed staff to review operations as part of their 2014 goals. The report analyzed various functions of the Fire/Rescue Department, and several recommendations were made in the report related to departmental operations. One of the recommendations, identified on page 4 of the report's executive summary, was to *"consider the addition of a dedicated plans reviewer position in the fire department to meet the current and future inspection and plans review demand"*.

In an effort to continue to find efficiencies within the whole of City operations, the City Manager's Office instructed the Fire/Rescue and Community Development Departments to discuss ways the recommendation could be implemented between the two departments. Currently, within the Inspections Division of the Community Development Department, an authorized and unfilled Building Inspector position exists. This position has remained vacant for a little longer than 1.5 years. Community Development staff planned to recruit for the authorized vacancy in 2015, as building activity has increased steadily over the past year. Although the Fire Code is also a volume of the NC State Building Code, additional certifications and experiences are required by State law in the review and administration of the State Fire Code.

Recognizing the potential benefits to both departments associated with reclassifying the current position to one that could review plans to ensure

compliance with the State Building Code, including the Fire Prevention Code, a new job description was developed with these additional required certifications and duties. The revised description was then submitted to Segal Waters Consulting for review and recommendation of a pay plan grade assignment. Following a thorough review, Segal Waters recommends that the position be assigned to Pay Grade 115. Pay Grade 115 of the current City of Greenville pay plan has a salary range of \$48,484.80-\$72,716.80.

Because of the timing of position grade adjustment, recruitment, and hiring, staff does not anticipate an increase in personnel funding during the current fiscal year. However, an increase in the 2015-16 fiscal year personnel funding will be anticipated as a result.

Fiscal Note: No financial impact anticipated for the current fiscal year.

Recommendation: Approval of the amendment to the Assignment of Classes to Salary Grades and Ranges within the Community Development Department to reclassify one vacant Building Inspector position to a Building Inspector/Plans Reviewer position, and place this new position in Pay Grade 115.

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

Attachments / click to download

[📄 October 6, 2014](#)

[📄 Building Inspector Plans Reviewer Position](#)



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.

Item # 14

Item # 3

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.



To: Leah Futrell
City of Greenville Human Resources Department

From: Linda G. Wishard, SPHR, CCP
Senior Consultant

Date: November 19, 2014

Re: Review of Proposed Building Inspector/Plans Reviewer Position

Segal Waters was asked to review a request from the City of Greenville (COG) to evaluate and determine the appropriate pay grade for a proposed position of Building Inspector/Plans Reviewer. A Job Description and Job Evaluation Manual were provided as documentation for the request. The process used to review the request included an analysis of these documents as well as a review of the current Job Evaluation ratings for similar classifications in the new compensation system.

As a result of the review and analysis, the following recommendations are being made:

1. The proposed position includes additional duties and responsibilities as a Plans Examiner;
2. The proposed job evaluation ratings are provided in the attached job evaluation spreadsheet;
3. The new classification should be placed in grade 115, two grades higher than the Building Inspector.

I am available to discuss this recommendation further if you have questions.

Linda G. Wishard (electronic signature)

Linda G. Wishard, Senior Consultant
Segal Waters Consulting



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Resolution of Intent to Close a portion of Greenpark Drive

Explanation: **Abstract:** This item is to consider a resolution of intent to close a portion of Greenpark Drive. Upon approval, the City will no longer receive Powell Bill funds for the closed section.

Explanation: The City received a petition from Drive Stow Management, Inc. requesting the closure of a portion of Greenpark Drive lying and being north of Staton House Road and west of Memorial Drive as shown on the attached map. The petitioners are the owners of all of the property adjoining the street section requested to be closed.


Staff Comments: The petition has been reviewed by City staff and the Greenville Utilities Commission. Greenville Utilities has requested the placement of an easement over and upon the utilities that will remain in the closed street right-of-way.

Fiscal Note: Budgeted funds for the maintenance of the street section will no longer be required upon adoption of a Resolution to Close by City Council. The City will no longer receive Powell Bill funds for the closed street section.

Recommendation: Approve the Resolution of Intent to Close a Portion of Greenpark Drive setting a public hearing on January 15, 2015, to consider the closing of a portion of Greenpark Drive.

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

Attachments / click to download

 [Greenpark Drive Map](#)

 [CC Agenda Resolution of intent to to close portion of Greenpark Drive 992728](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE A PORTION OF
GREENPARK DRIVE

WHEREAS, the City Council intends to close a portion of Greenpark Drive in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close said street right-of-way, more particularly described as follows:

- To Wit: Being a portion of the 60 foot wide right of way of Greenpark Drive as shown on that plat entitled "Street Closing Map For a Portion of Greenpark Drive", prepared by Bohler Engineering and dated November 5, 2014.
- Location: Lying and being situated in the City of Greenville, Greenville Township, Pitt County, North Carolina, and being located on the north side of Staton House Road, and west of Memorial Drive.
- Description: Beginning at the intersection of the northern right of way of Staton House Road (60 foot right of way), with the western right of way of Greenpark Drive (60 foot right of way), thence running along the curved western right of way of Greenpark Drive, being a curve to the left, having a radius of 30.00 feet, as measured along the chord bearing and distance of N 40° 59'46"E - 42.06 feet the point of tangency of the curve; thence continuing along the western right of way of Greenpark Drive, N 03°30'25" W - 559.39 feet to the point of curvature of a curve; thence running along the curved western right of way, being a curve to the right, having a radius of 375.00 feet as measured along the chord bearing and distance of N 05°17' 20" E - 114.68 Feet, to a point in a curve; thence leaving the curved western right of way of Greenpark Drive and running along a curved line, being a curve to the left, having a radius of 60.00 feet as measured along the chord bearing and distance S72°00'17" E - 60.17 feet to a point in a the curved eastern right of way of Greenpark Drive; thence running along the curved eastern right of way of Greenpark Drive, being a curve to the left, having a radius of 315.00 feet, as measured along the chord bearing and distance S 04°54'56" W - 92.28 feet to the point of tangency of the curve; thence continuing along the eastern right of way line of Greenpark Drive, S 03°30'25" E - 555.44 fto the point of Curvature of a curve, thence along the curve to the left, having a radius of 30.00 feet as measured along the chord bearing and distance of S 50°03'22" E - 43.56 feet to a point of intersection with the norther right of way line of Staton House Road, thence with said northerly right of way line of Staton House Road S 84°36'25" W, 121.17 feet to the place of Beginning. Containing 41,536 Square Feet or 0.954 Acres.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 15th day of January, 2015, at 7:00 p.m., to consider the advisability of closing portions of the aforesaid street. At such public hearing, all objections and suggestions will be duly considered.

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

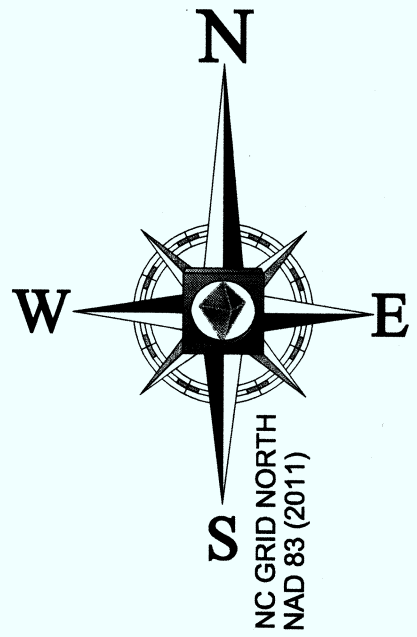
Duly adopted this the 8th day of December, 2014.

Allen M. Thomas, Mayor

ATTEST:

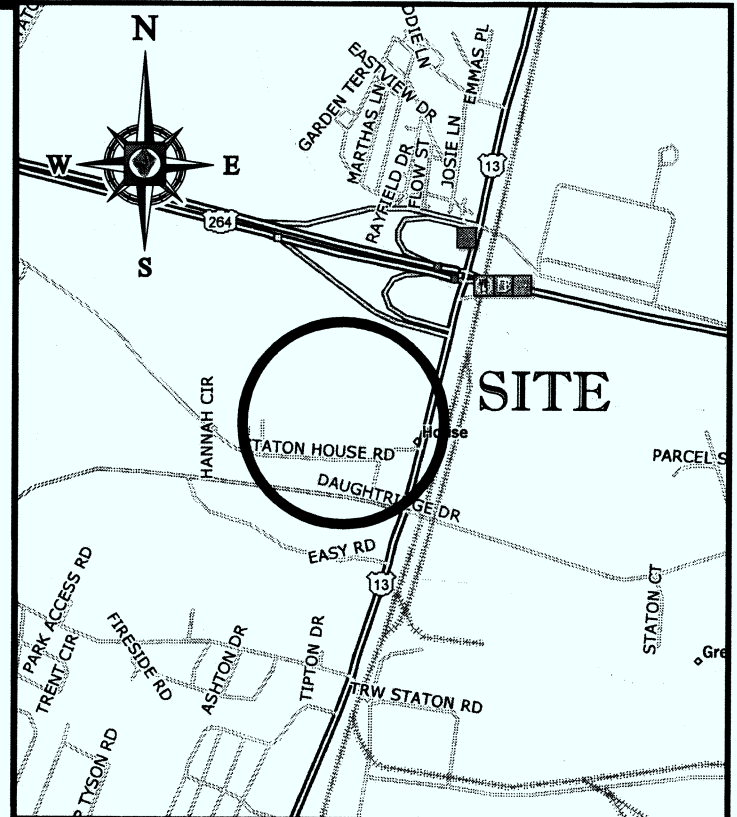
Carol L. Barwick, City Clerk

CLOSED ROAD ROW CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C9	315.00'	92.61'	S04°54'56"W	92.28'	016°50'43"	46.64'
C10	30.00'	48.75'	S50°03'22"E	43.56'	093°05'54"	31.67'
C11	30.00'	46.60'	N40°59'46"E	42.06'	089°00'21"	29.48'
C12	375.00'	115.14'	N05°17'20"E	114.68'	017°35'30"	58.02'
C13	60.00'	63.02'	S72°00'17"E	60.17'	060°11'02"	34.77'



NOTES

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASURED UNLESS SHOWN OTHERWISE.
2. THE PROPERTY IS LOCATED IN OTHER AREAS ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER MAP ENTITLED "FIRM, FLOOD INSURANCE RATE MAP, NORTH CAROLINA, PANEL 4688", MAP NUMBER 3720466700J, MAP EFFECTIVE DATE JANUARY 2, 2004.
3. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
4. BEARINGS ARE REFERENCED TO NCGS NAD 83/2011 BY GPS OBSERVATIONS USING CORS DATA. NO NCGS MONUMENTS WERE FOUND WITHIN 2000 FEET OF THE SITE.
5. UTILITIES ARE SHOWN PER FIELD LOCATION OF ABOVE GROUND STRUCTURES.



INDICATES PORTION OF STREET CLOSURE

I CERTIFY THAT THIS IS A STREET CLOSURE SURVEY AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION IN THE CITY OF GREENVILLE

ROBERT C. HARR, JR.
 PROFESSIONAL LAND SURVEYOR
 L-5011, N.C. L-5011
 11-24-14

APPROVED;
 GREENVILLE SUBDIVISION ADMINISTRATOR

MAYOR'S CERTIFICATE
 THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF GREENPARK DRIVE.

RESOLUTION: _____

SIGNED: _____
 MAYOR

SIGNED: _____
 CITY CLERK

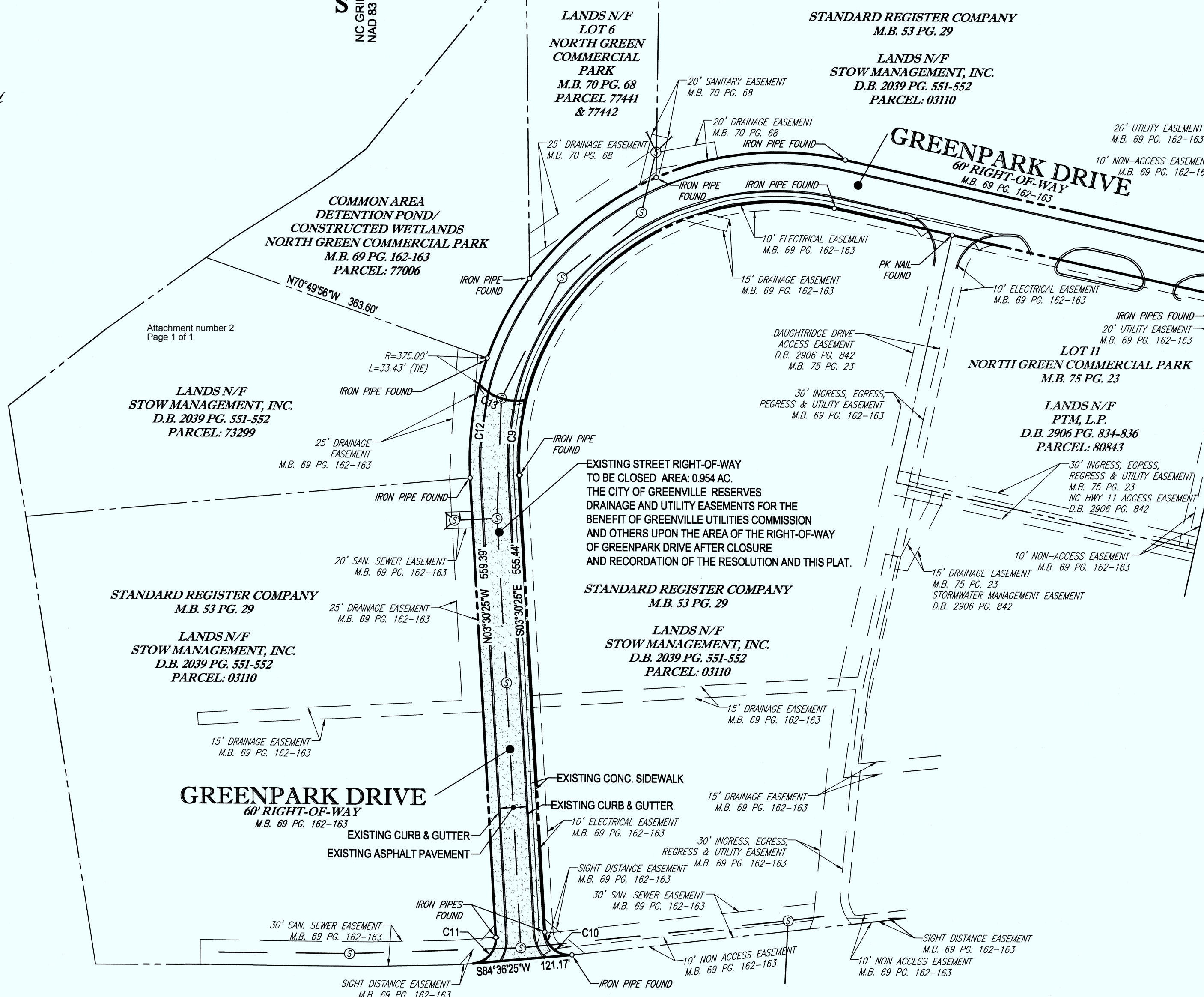
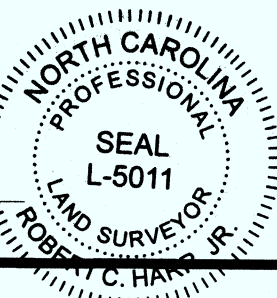
SURVEYOR'S CERTIFICATION

I, ROBERT C. HARR, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTIONS RECORDED IN DEED BOOK 194 PAGE 186-188; THAT THE BOUNDARIES NOT SURVEYED CLEARLY INDICATED AS REFERENCED HEREON, THAT THE RATIO OR PRECISION IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS PART 2-STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY STANDARDS (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

- 1) CLASS OF SURVEY: CLASS A
- 2) POSITIONAL ACCURACY: DOES NOT EXCEED 0.06'
- 3) TYPE OF GPS FIELD PROCEDURE: OPUS
- 4) DATE OF SURVEY: 12-13-2013
- 5) DATUM/EPOCH: NAD 83 (NARS 2011)/NAVD 88
- 6) PUBLISHED/FIXED CONTROL: NCGS CORS
- 7) GEIOD MODEL: GEOID 12A
- 8) COMBINED GRID FACTOR: 0.99990066
- 9) UNITS: U.S. SURVEY FOOT

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 I FURTHER CERTIFY PURSUANT TO G.S. 47-30(f) (11)(a), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 24 DAY OF NOVEMBER, 2014.

SIGNED: _____
 PROFESSIONAL LAND SURVEYOR LICENSE NO. L-5011



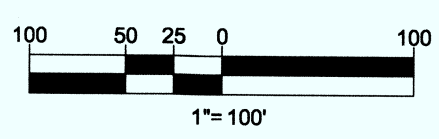
GREENPARK DRIVE
 60' RIGHT-OF-WAY
 M.B. 69 PG. 162-163

STATON HOUSE ROAD-N.C. RTE. 1417
 60' RIGHT-OF-WAY
 D.B. 336 PG. 477

VICINITY MAP
 SCALE: 1"=2,000'

US HIGHWAY 13 & N.C. HIGHWAY 11
 VARIABLE WIDTH RIGHT-OF-WAY
 D.B. 842 PG. 480

LEGEND
 (S) SANITARY SEWER MANHOLE



STREET CLOSING MAP
 FOR A PORTION OF
GREENPARK DRIVE
 GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

BOHLER ENGINEERING NORTH CAROLINA, PLLC 22638 DAVIS DRIVE, SUITE 250 STERLING, VIRGINIA 20164 703.709.9500 - 703.709.9501 FAX www.bohlerengineering.com	SURVEYED B.S./J.Q.	APPROVED R.C.H.
	DRAWN C.E.P.	DATE 11/05/14
CHECKED J.A.S.	SCALE 1" = 100'	

NEW JERSEY PENNSYLVANIA NEW YORK VIRGINIA MASSACHUSETTS MARYLAND FLORIDA NORTH CAROLINA



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Resolution of Intent to Close a portion of Lawrence Street

Explanation: **Abstract:** This item is to consider a resolution of intent to close a portion of Lawrence Street. Upon approval, the City will no longer receive Powell Bill funds for the closed street section.

Explanation: The City received a petition from the State of North Carolina on behalf of East Carolina University requesting the closure of a portion of Lawrence Street lying and being north of Tenth Street as shown on the attached map. The petitioners are the owners of all of the property adjoining the street sections requested to be closed.

Staff Comments: The petition has been reviewed by City staff and the Greenville Utilities Commission with the following comment:


Greenville Utilities has requested the placement of an easement over and upon the utilities that will remain in the closed street right-of-way.

Fiscal Note: Budgeted funds for the maintenance of the street section will no longer be required upon adoption of a Resolution to Close by City Council. The City will no longer receive Powell Bill funds for the closed street section.

Recommendation: Approve the Resolution of Intent to Close a Portion of Lawrence Street setting a public hearing on January 15, 2015, to consider the closing of a portion of Lawrence Street.

Attachments / click to download

 [Lawrence Street Map](#)

 [CC Agenda Resolution of Intent to Close Portion Lawrence St. 992725](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE A PORTION OF LAWRENCE STREET

WHEREAS, the City Council intends to close a portion of Lawrence Street in accordance with the provisions of G.S. 160A-299;

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close said street right-of-way, more particularly described as follows:

To Wit: The 50 foot wide right of way of the 900 block of Lawrence Street as shown on that plat entitled "Street Abandonment Map For a Portion of Lawrence", prepared by The East Group and dated October 13, 2014.

Location: Lying and being situated in the City of Greenville, Greenville Township, Pitt County, North Carolina, and being located on the north side of Tenth Street.

Description: Beginning at an existing right-of-way monument at the intersection of the eastern right-of-way of Lawrence Street and the northern right-of-way of Tenth Street, said point lying S66°00'29"W 1,900.90 feet from N.C.G.S.M. "Messick" having NAD 83-2011 grid coordinates N (Y) = 679,941.12 E (X) = 2,486,546.65; thence along the northern right-of-way of Tenth Street N78°20'17"W 69.92 feet to an existing iron pipe; thence leaving the northern right-of-way of Tenth Street along the western right-of-way of Lawrence Street N10°35'20"E 204.80 feet to an existing iron pipe at the termination of the western right-of-way of Lawrence Street; thence S78°25'23"E 50.01 feet to a point at the termination of the eastern right-of-way of Lawrence Street; thence along the eastern right-of-way of Lawrence Street S10°35'20"W 184.86 feet to a point; thence S33°43'40"E 28.49 feet to the point and place of beginning containing 10,441 square feet or 0.240 acres more or less.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 15th day of January, 2015, at 7:00 p.m., to consider the advisability of closing portions of the aforesaid street. At such public hearing, all objections and suggestions will be duly considered.

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

Duly adopted this the 8th day of December, 2014.

Allen M. Thomas, Mayor

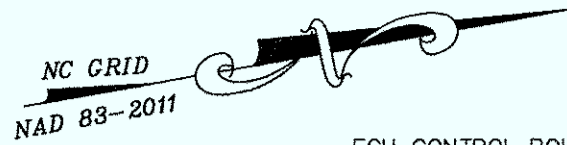
ATTEST:

Carol L. Barwick, City Clerk

I, WILLIAM B. HILLIARD, PROFESSIONAL LAND SURVEYOR NO. L-4509, CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED THUS, A OR B:

- A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- C. ANY OF THE FOLLOWING:
 1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;
 2. THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE; OR
 3. THAT THE SURVEY IS A CONTROL SURVEY.
- D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
- E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

Will-B. Hilliard 11/24/14
 SURVEYOR DATE



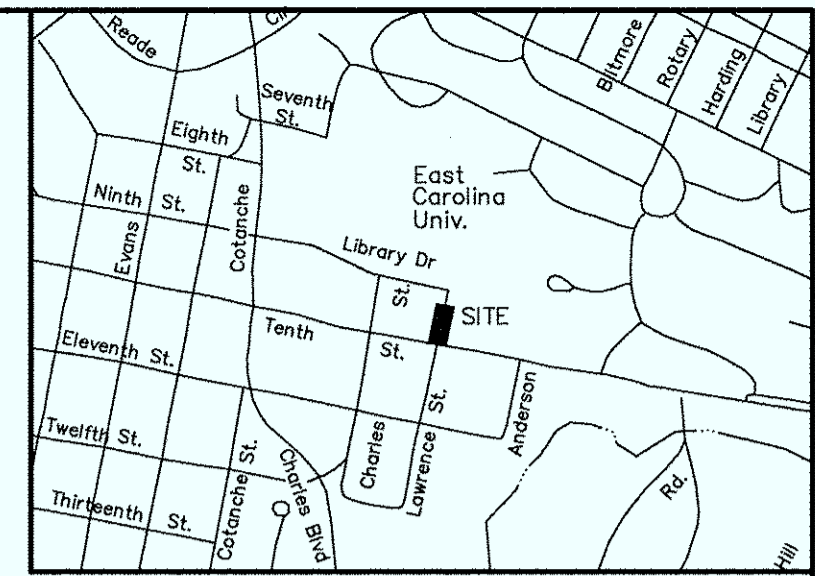
ECU CONTROL POINT #4
 N = 679,553.841 FT. (NAD 83-1986)
 E = 2,484,258.355 FT. (NAD 83-1986)
 NGVD 1929 ELEV. = 57.95

ECU CONTROL POINT #5
 N = 680,153.522 FT. (NAD 83-1986)
 E = 2,484,362.216 FT. (NAD 83-1986)
 NGVD 1929 ELEV. = 61.17

LEGEND

- CDW = CONCRETE DRIVEWAY
- CSW = CONCRETE SIDEWALK
- C&G = CURB & GUTTER
- EIP = EXISTING IRON PIPE
- GW = GUY WIRE
- PP = POWER POLE
- RWM = RIGHT-OF-WAY MONUMENT
- SSMH = SANITARY SEWER MANHOLE
- TC = TERRACOTTA
- WV = WATER VALVE
- E — = OVERHEAD ELECTRIC LINE
- SS — = SANITARY SEWER MANHOLE
- W — = WATER LINE

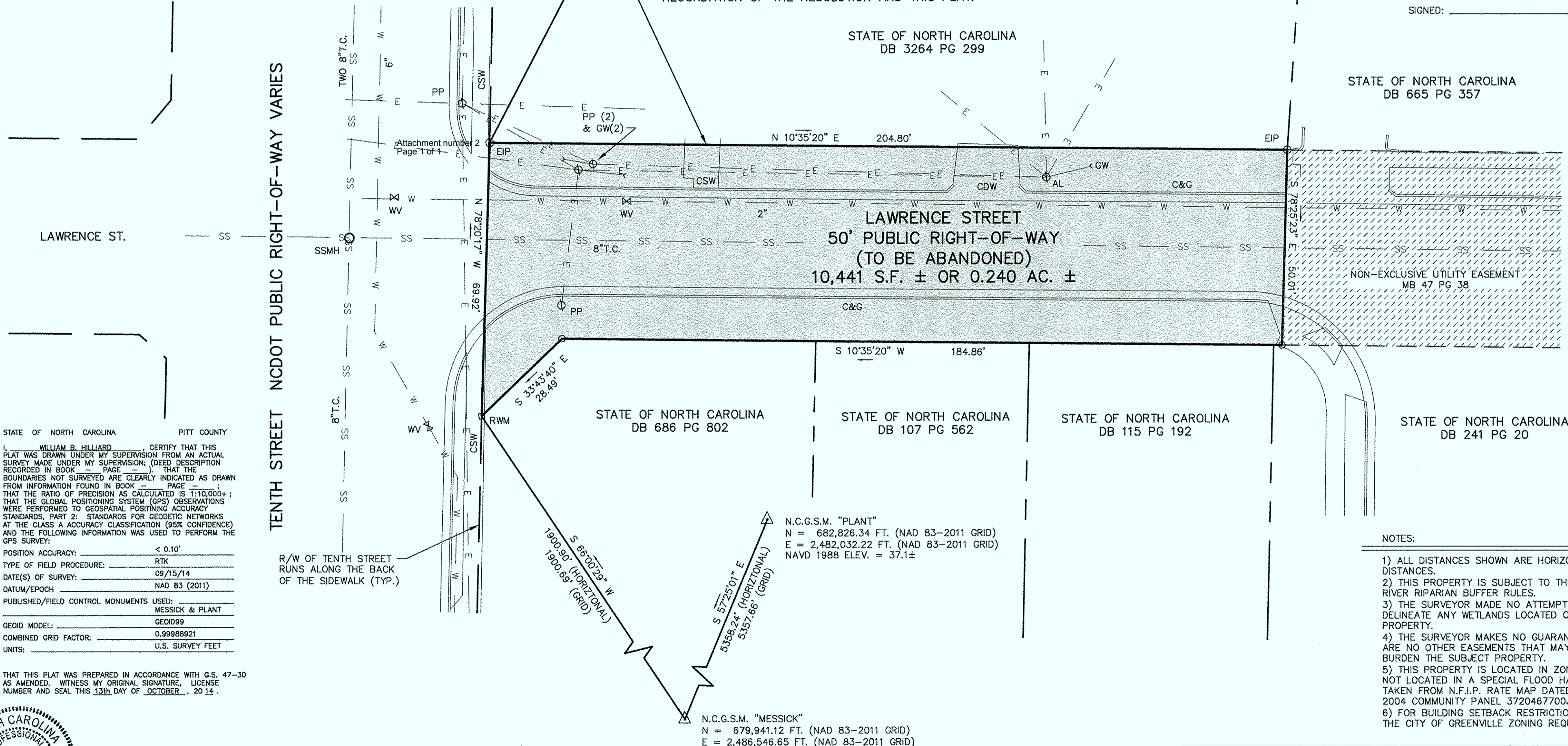
THE CITY OF GREENVILLE RESERVES DRAINAGE AND UTILITY EASEMENTS FOR THE BENEFIT OF GREENVILLE UTILITIES COMMISSION AND OTHERS UPON THE AREA OF THE RIGHT-OF-WAY OF LAWRENCE STREET AFTER CLOSURE AND RECORDATION OF THE RESOLUTION AND THIS PLAT.



THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF LAWRENCE STREET.

RESOLUTION: _____
 SIGNED: _____
 SIGNED: _____

TENTH STREET NCDOT PUBLIC RIGHT-OF-WAY VARIES

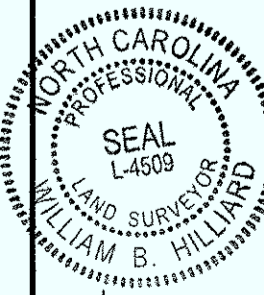


STATE OF NORTH CAROLINA PITT COUNTY

I, WILLIAM B. HILLIARD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS A ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY:

POSITION ACCURACY: < 0.10'
 TYPE OF FIELD PROCEDURE: RTK
 DATE(S) OF SURVEY: 09/15/14
 DATUM/EPOCH: NAD 83 (2011)
 PUBLISHED/FIELD CONTROL MONUMENTS USED: MESSICK & PLANT
 GEOID MODEL: GEOID99
 COMBINED GRID FACTOR: 0.99988921
 UNITS: U.S. SURVEY FEET

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 13th DAY OF OCTOBER, 2014.



Will-B. Hilliard 11/24/14
 L-4509

R/W OF TENTH STREET RUNS ALONG THE BACK OF THE SIDEWALK (TYP.)

STREET ABANDONMENT
 MAP FOR A PORTION OF

LAWRENCE STREET

FOR THE

STATE OF NORTH CAROLINA

CITY OF GREENVILLE
 PITT COUNTY

OCTOBER 13, 2014
 NORTH CAROLINA

Item # 5

GRAPHIC SCALE: 1" = 20'
 0 10 20 40

REVISION	DATE	INIT.
REVISED EASEMENT NOTE PER CoG COMMENTS	11/24/14	WBH

DRAWN BY: WBH	PROJECT NO.: 20130198
SURVEYED BY: GDF	DATE: OCTOBER 13, 2014
SCALE: 1" = 20'	DRAWING NAME: street-abandon

THE EAST GROUP
 324 S. EVANS ST. GREENVILLE, NC 27834 (252) 758-3746
 4325 LAKE BOONE TRAIL SUITE 311 RALEIGH, NC 27607 (919) 784-9330
 CORPORATE LICENSE NO. C0206
 Engineering Architecture Surveying Technology

THIS DRAWING IS THE PROPERTY OF THE EAST GROUP, P.A. ANY USE, REUSE, REPRODUCTION, DISPLAY OR SALE OF THIS DRAWING WITHOUT WRITTEN CONSENT OF THE EAST GROUP, P.A. IS STRICTLY PROHIBITED.



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Sale and grant of easements by the City of Greenville to Piedmont Natural Gas

Explanation: **Abstract:** Piedmont Natural Gas is replacing its aging gas transmission lines from Greenville to Washington, NC. A larger line is being installed. The line will cross under the Tar River at a location near two (2) tracts of City-owned property where easements are required. Piedmont Natural Gas will pay \$1,000 for the easements and release and abandon easement areas no longer needed.

Explanation: Piedmont Natural Gas (PNG) is replacing its aging gas transmission lines from Greenville, NC, to Washington, NC. PNG plans to install a new 10-inch steel gas line adjacent to its existing 4-inch steel gas line (1959) and 6-inch steel gas line (1970). The installation of the new line will result in both the 4-inch and 6-inch steel gas lines being abandoned and removed once the new 10-inch steel line is in service.

City Council previously approved the grant of an easement for this project at its January 14, 2013, meeting. However, a redesign of the river crossing location has resulted in the need for additional easements. The crossing will still be bored under the river.

The first easement traverses a tract of land owned by the City which is between East 10th Street and the Tar River and north of but not adjacent to Courthouse Square Subdivision on 10th Street. The property is not developable and was received as a donation from J & S Partnership in 2001. The property is tax parcel #23640. This tax parcel is shown on the attached map from the City of Greenville's GIS website. The easement location on this property is shown on the surveyor's map which is attached to the easement document.

The second easement traverses a tract of land owned by the City which is south of the first tract. The portion of this property where the easement is located also is not developable. The property was received as a donation from David Evans, Jr. and Ann Evans Brewer in 2000. The property is tax parcel #61637. This tax parcel is shown on the attached map from the City of Greenville's GIS website.

The easement location on this property is shown on the surveyor's map which is attached to the easement document.

PNG will pay \$500 for each of the easement areas and will release and abandon easement areas no longer required. The easement areas being released and abandoned are also shown on the attached surveyor's map and encompass 2.57 acres. The payment amount is greater than the amount determined by the tax value of the property when applied to the area of the easements (\$400 per acre and 1.012 acres for tax parcel #23640) and (\$350 per acre and 0.618 acres for tax parcel #61637) .

Attached is a copy of the easement documents which each have a surveyor's map attached demonstrating the easement location.

City staff has reviewed the proposed easement and does not object to the proposed easement location on the City's property.

Fiscal Note:

The City would incur no cost with the grant of this easement. The City will receive \$1,000 for granting these easements.

Recommendation:

Approve the sale and grant of easements to Piedmont Natural Gas across tax parcel #23640 and across tax parcel #61637.

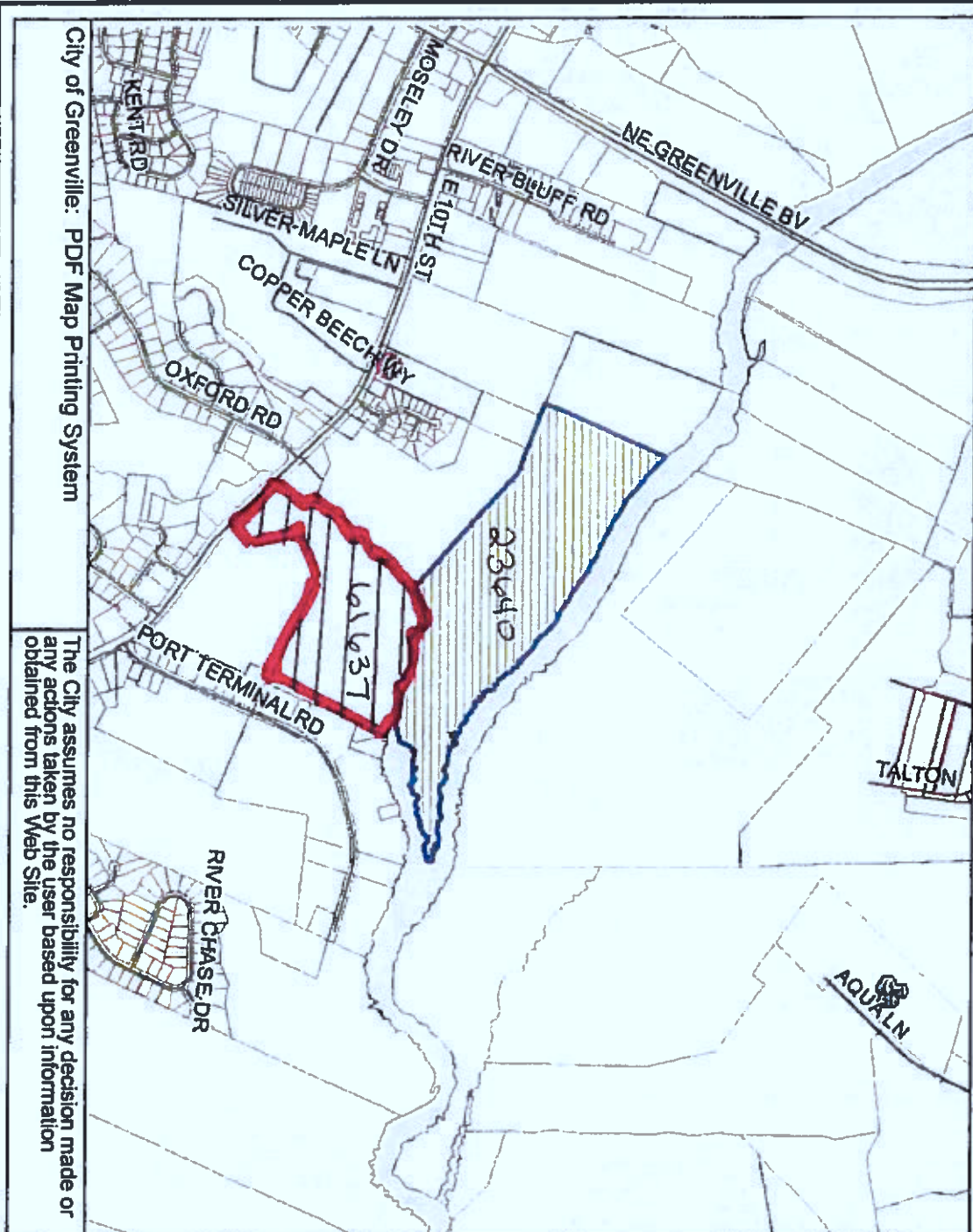
Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Map - Parcels 61637 and 23640](#)

[Easement - Tax ID #23640](#)

[Easement - Tax ID # 61637](#)



City of Greenville: PDF Map Printing System

The City assumes no responsibility for any decision made or any actions taken by the user based upon information obtained from this Web Site.

City Addresses	<input type="checkbox"/>
Public Facilities	<input type="checkbox"/>
Airport	<input type="checkbox"/>
Cemetery	<input type="checkbox"/>
Community Center	<input type="checkbox"/>
Covv Center	<input type="checkbox"/>
Fire	<input type="checkbox"/>
Government	<input type="checkbox"/>
Hospital	<input type="checkbox"/>
Library	<input type="checkbox"/>
Medical	<input type="checkbox"/>
Park	<input type="checkbox"/>
Playground	<input type="checkbox"/>
Police	<input type="checkbox"/>
Rec Center	<input type="checkbox"/>
School	<input type="checkbox"/>
Stadium	<input type="checkbox"/>
City Streets	<input type="checkbox"/>
County Streets	<input type="checkbox"/>
Tax Parcels	<input type="checkbox"/>
Building Footprints	<input type="checkbox"/>
River	<input type="checkbox"/>
City Limits	<input type="checkbox"/>
ETJ	<input type="checkbox"/>

GRANT OF EASEMENT
TRANSMISSION

Return Recorded Document to:
Sandy Ogint
Administrator Property Records
Piedmont Natural Gas Company, Inc.
4720 Piedmont Row Dr.
Charlotte, NC 28210

STATE OF NORTH CAROLINA
COUNTY OF PITT
TAX ID # 4697889133

LINE NUMBER 42
PARCEL NUMBER 10

THIS GRANT OF EASEMENT made this _____ day of _____, 20____, from the CITY OF GREENVILLE, a North Carolina municipal corporation (hereinafter designated as GRANTOR), to PIEDMONT NATURAL GAS COMPANY, INC., (hereinafter designated as GRANTEE).

WITNESSETH

That GRANTOR, for and in consideration of the sum of \$_____, and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a right of way and easement rights for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing, removing, and protecting one or more pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in Greenville Township, Pitt County, North Carolina, as described in the Deed recorded in Book 1239, page 842, and shown in Map Book 23, Page 66, Pitt County Registry.

The new right of way herein granted is fifty (50) feet wide and encompasses 1.012 acres, more or less, being shown as the "NEW 50' PNG EASEMENT" on Exhibit 42-PIT-10 prepared by Regional Land Surveyors, Inc. dated 11/11/12, a copy of which is attached hereto and made part hereof (the "Survey").

As a part of the consideration for this Grant of Easement, GRANTEE shall, by separate document recorded with the Pitt County Register of Deeds, release and abandon that portion of the three existing easements on GRANTOR's land (see Book Z30 at Page 521, Book 318 at Page 358, and Book 3075 at Page 137, Pitt County Registry) lying outside of the easement area granted herein, said areas to be released encompassing 2.67 acres and being shown as "EX. 50' PNG EASEMENT (TO BE RELEASED)", "EX. 50' PNG EASEMENT (TO BE RELEASED)", "EX. 30' PNG EASEMENT (TO BE RELEASED)", on the Survey.

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: (1) free and full right of access to and from said right of way over and across the aforesaid land; (2) to keep said right of way cleared of trees, buildings, and other obstructions; and (3) to construct, install, operate, utilize, rebuild, remove, protect and maintain pipes, valves, markers, cathodic protection equipment, anode beds and other appurtenant devices which may be located above ground, at ground level and/or below ground in conjunction with said gas facilities.

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the North Carolina Utilities Commission, GRANTEE'S current encroachment specifications, and any federal, state, or local law, rule, or regulation, provided that GRANTOR and GRANTEE agree that: (1) notwithstanding anything to the contrary herein, GRANTOR shall give written notification to GRANTEE and GRANTOR shall obtain written approval from GRANTEE prior to any activity as defined in items (2)-(7) of this paragraph; (2) the depth of said gas facilities below the surface of the ground shall not be reduced nor increased by grading or any other work and any slopes allowed within said right of way shall be no greater than a four to one (4:1) ratio; (3) if streets, roads, equipment crossings, fences or utility lines are constructed across said right of way, they shall cross as nearly as possible at right angles to gas line(s) and in no event shall they be constructed laterally along and over the easement; (4) fences shall have minimum twelve (12) foot wide gate(s) (5) Removable pavers shall be installed along the entire length and width of the pipeline easement in paved parking areas; (6) improvements shall not adversely affect, in GRANTEE'S sole discretion, the access to, safety, construction, reconstruction, operation, or maintenance of GRANTEE'S facilities and GRANTEE shall not be liable for damages to said future improvements installed within said right of way; (7) landscaping on the right of way shall be limited to lawn grasses and shrubs which have a maximum mature height of four (4) feet, (8) buildings, storage sheds, mobile homes, wells, septic tanks, and/or related drain fields, absorption pits, detention ponds, irrigation systems (except crossing), sprinkler heads, swimming pools, ponds, lakes, erosion control sediment traps, underground vaults, burial grounds, explosives or flammable materials, fires of any type, fire hydrants, catch basins, air strips, electrical transformers or enclosures, utility poles, dumpsters, trash, uprooted stumps, boulders, rubble, building materials, junk or inoperable vehicles, satellite signal receiver systems, or other obstructions are prohibited within said right of way; (9) GRANTOR shall not: (a) interfere with GRANTEE'S access or

maintenance to its facilities, or (b) endanger the safety of GRANTOR, GRANTEE, or the general public; (10) GRANTEE reserves the right to construct future pipelines within said right of way and GRANTOR shall not interfere with or object to the construction of said future pipelines; and (11) all facilities installed by GRANTEE shall be and remain the property of GRANTEE and may be removed by it at any time and from time to time.

GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this EASEMENT and annual crops of GRANTOR both inside and outside said right of way on the above-referenced land caused by the construction, installation, operation, utilization, inspection, rebuilding, removal, and maintenance of said facilities, and in going to and from said right of way, and shall be responsible for the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from said right of way, if claim is made within sixty (60) days after such damages are sustained.

To have and to hold said right of way and easement rights unto GRANTEE, its affiliates, successors, and assigns, perpetually and continuously. GRANTOR expressly give(s) GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

GRANTOR hereby bind(s) GRANTOR and GRANTOR'S heirs, representatives, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed and sealed by GRANTOR, as of the date first above written.

GRANTOR:

CITY OF GREENVILLE,

a North Carolina municipal corporation

By: _____ Sign

Allen M. Thomas, Mayor

ATTESTED: _____ Sign

Carol L. Barwick, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that Carol L. Barwick personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing GRANT OF EASEMENT was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its City Clerk.

Witness my hand and seal this _____ day of _____, 20____.

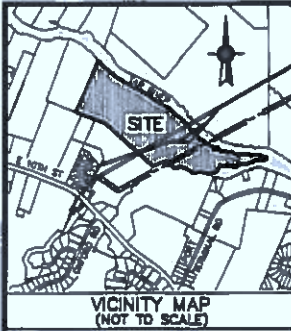
Sign

Notary Public

Notary Seal

Print

My Commission Expires: _____



VICINITY MAP
(NOT TO SCALE)

CITY OF GREENVILLE
PACTOLUS TOWNSHIP, PITT COUNTY,
NORTH CAROLINA

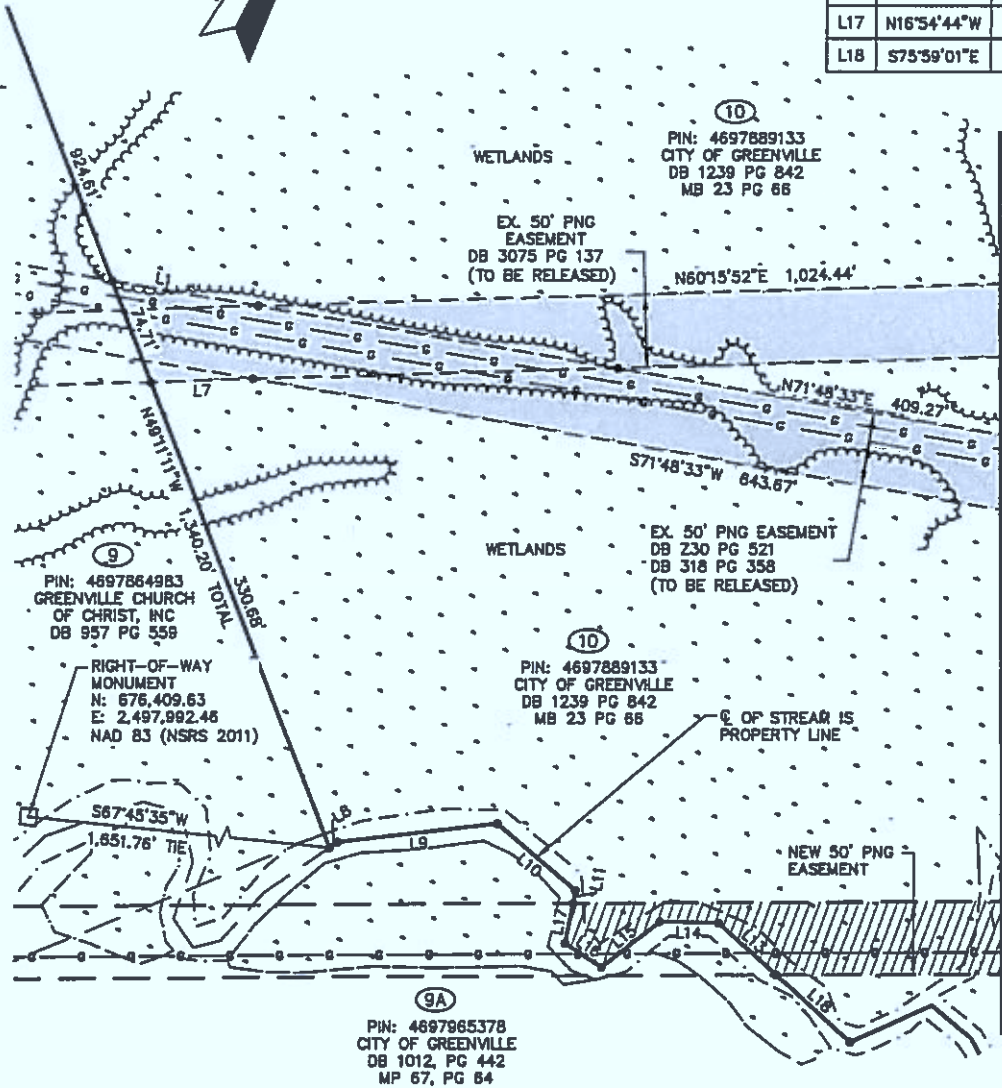
TITLE REFERENCES
DB 1239 PG 842
MAP BOOK 23 PAGE 66

REVIEW OFFICER CERTIFICATION:

I, _____ REVIEW OFFICER
FOR PITT COUNTY, CERTIFY THAT THE MAP OR PLAT
TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

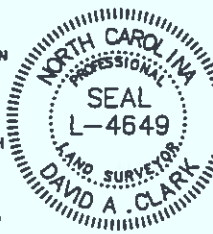
REVIEW OFFICER _____ DATE _____

LINE TABLE		
LINE	BEARING	LENGTH
L1	N71°48'33"E	102.16'
L7	S60°15'52"W	70.16'
L8	N27°37'38"E	6.75'
L9	S55°34'53"W	110.24'
L10	N77°52'45"W	70.04'
L11	N16°54'44"W	8.90'
L13	N75°59'01"W	53.27'
L14	S83°27'13"W	40.42'
L15	S24°04'57"W	51.19'
L16	N84°41'22"W	29.79'
L17	N16°54'44"W	28.17'
L18	S75°59'01"E	67.98'



NOTES

- ALL PROPERTY LINES AND CORNERS ESTABLISHED USING EXISTING CORNERS FOUND, EXISTING BOUNDARY EVIDENCE, AND DEEDS AND PLATS OF RECORD IN THE PITT COUNTY REGISTER OF DEEDS OFFICE.
- AREA BY COORDINATE COMPUTATION.
- ALL DISTANCES ARE HORIZONTAL GROUND, IN FEET.
- SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES, OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE.
- THIS SURVEY IS INTENDED FOR PNG EASEMENT ACQUISITION AND/OR ABANDONMENT ONLY.
- NC GRID COORDINATES AS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS UTILIZING NCGS' NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD 83(NSRS 2011) DATUM.



I, DAVID A. CLARK, A PROFESSIONAL LAND SURVEYOR OF NORTH CAROLINA, HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON ACCURATELY DEPICTS THE AREA OF EASEMENT ACQUISITION AND/OR ABANDONMENT BY PIEDMONT NATURAL GAS COMPANY FROM THE PROPERTY OWNERS SHOWN HEREON, UTILIZING THE INFORMATION IDENTIFIED IN NOTE 1.

DAVID A. CLARK L-4649 11/20/14 DATE

LEGEND

- COMPUTED POINT (NOT SET)
- (X) PNG PARCEL NUMBER □ R/W MONUMENT
- PROPOSED GAS LINE
- EXISTING GAS LINE
- PROPOSED PNG EASEMENT
- EXISTING PNG EASEMENT
- SUBJECT BOUNDARY LINE
- ZONE 1 BUFFER LINE
- ZONE 2 BUFFER LINE
- ADJONER BOUNDARY LINE
- TREE LINE

PIEDMONT NATURAL GAS COMPANY, INC.
EASEMENT CROSSING PROPERTY OF
CITY OF GREENVILLE
AREA IN NEW PNG EASEMENT: 44,087 SF / 1.012 AC
AREA IN EXISTING PNG EASEMENT
TO BE RELEASED: 116,287 SF / 2.67 AC

Regional Land Surveyors, Inc.
8642 WEST MARKET STREET, SUITE 100
GREENSBORO, NORTH CAROLINA 27409
NC FIRM LICENSE NO. C-1362

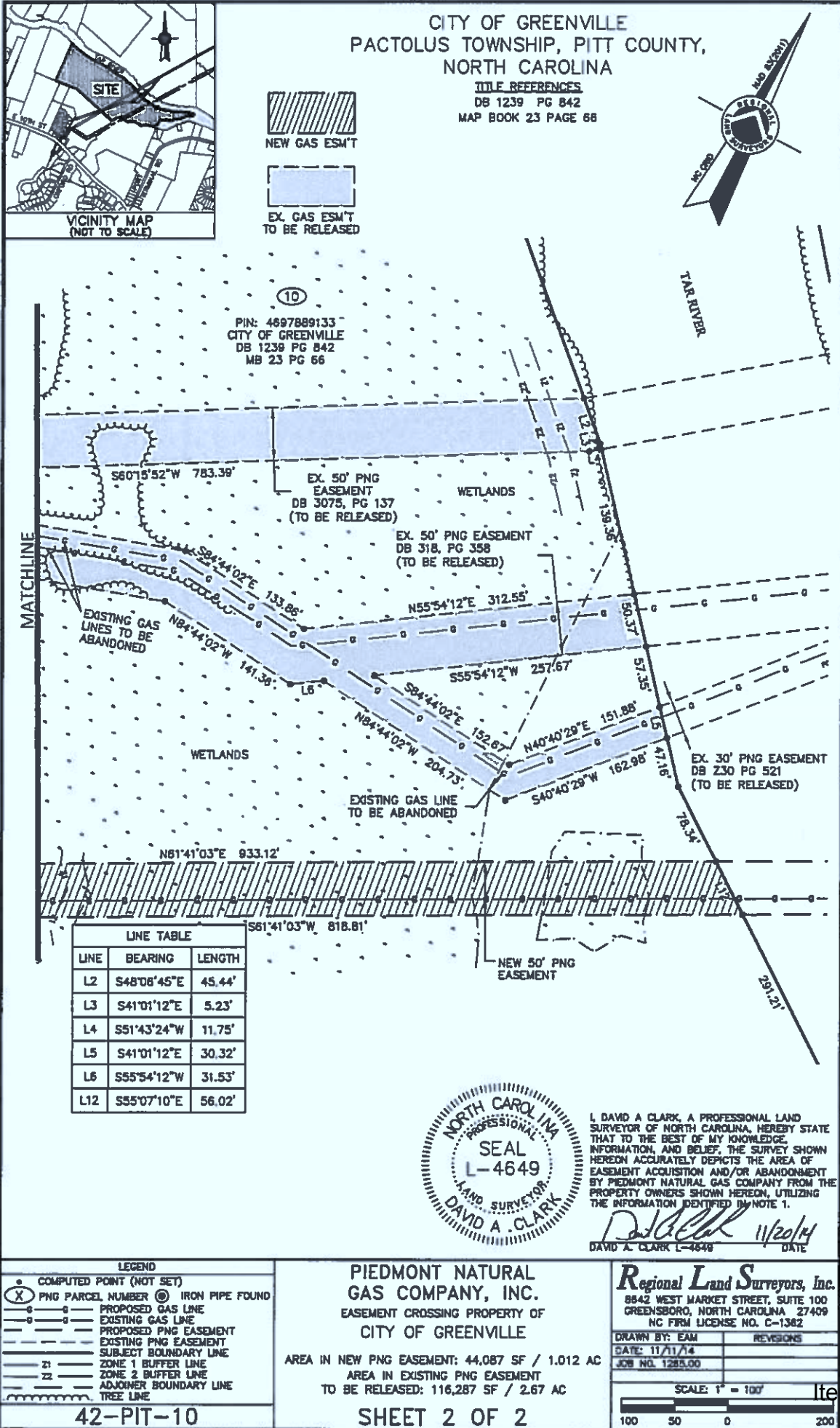
DRAWN BY: EAM REVISIONS
DATE: 11/12/14
JOB NO. 1265.00

SCALE: 1" = 100'

42-PIT-10

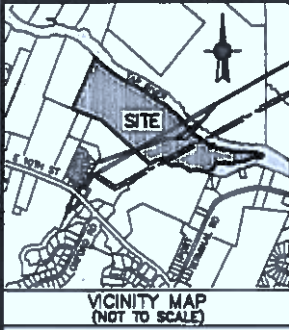
SHEET 1 OF 2

Item # 6

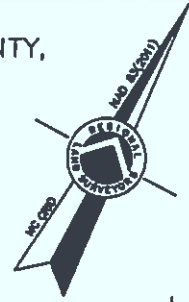


CITY OF GREENVILLE
PACTOLUS TOWNSHIP, PITT COUNTY,
NORTH CAROLINA

TITLE REFERENCES
DB 1239 PG 842
MAP BOOK 23 PAGE 66



NEW GAS ESM'T
 EX. GAS ESM'T TO BE RELEASED



⑩
PIN: 4697889133
CITY OF GREENVILLE
DB 1239 PG 842
MB 23 PG 66

LINE TABLE

LINE	BEARING	LENGTH
L2	S48°08'45"E	45.44'
L3	S41°01'12"E	5.23'
L4	S51°43'24"W	11.75'
L5	S41°01'12"E	30.32'
L6	S55°54'12"W	31.53'
L12	S55°07'10"E	56.02'



I, DAVID A. CLARK, A PROFESSIONAL LAND SURVEYOR OF NORTH CAROLINA, HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON ACCURATELY DEPICTS THE AREA OF EASEMENT ACQUISITION AND/OR ABANDONMENT BY PIEDMONT NATURAL GAS COMPANY FROM THE PROPERTY OWNERS SHOWN HEREON, UTILIZING THE INFORMATION IDENTIFIED IN NOTE 1.
David A. Clark 11/20/14
DAVID A. CLARK L-4649 DATE

LEGEND

- COMPUTED POINT (NOT SET)
- ⊗ PNG PARCEL NUMBER
- ⊙ IRON PIPE FOUND
- PROPOSED GAS LINE
- EXISTING GAS LINE
- PROPOSED PNG EASEMENT
- EXISTING PNG EASEMENT
- SUBJECT BOUNDARY LINE
- ZONE 1 BUFFER LINE
- ZONE 2 BUFFER LINE
- ADJOMER BOUNDARY LINE
- TREE LINE

PIEDMONT NATURAL GAS COMPANY, INC.
EASEMENT CROSSING PROPERTY OF
CITY OF GREENVILLE
AREA IN NEW PNG EASEMENT: 44,087 SF / 1.012 AC
AREA IN EXISTING PNG EASEMENT
TO BE RELEASED: 116,287 SF / 2.67 AC

Regional Land Surveyors, Inc.
8842 WEST MARKET STREET, SUITE 100
GREENSBORO, NORTH CAROLINA 27409
NC FIRM LICENSE NO. C-1362

DRAWN BY: EAM	REVISIONS
DATE: 11/11/14	
JOB NO. 1285.00	

SCALE: 1" = 100'

100 50 0 200

42-PIT-10

SHEET 2 OF 2

Item # 6

GRANT OF EASEMENT
TRANSMISSION

Return Recorded Document to:
Sandy Ogint
Administrator Property Records
Piedmont Natural Gas Company, Inc.
4720 Piedmont Row Dr.
Charlotte, NC 28210

STATE OF NORTH CAROLINA
COUNTY OF PITT
TAX ID # 4697965378

LINE NUMBER 42
PARCEL NUMBER 9A

THIS GRANT OF EASEMENT made this _____ day of _____, 20____, from the CITY OF GREENVILLE, a North Carolina municipal corporation (hereinafter designated as GRANTOR), to PIEDMONT NATURAL GAS COMPANY, INC., (hereinafter designated as GRANTEE),

WITNESSETH

That GRANTOR, for and in consideration of the sum of \$ _____, and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a right of way and easement rights for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing, removing, and protecting one or more pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in Pactolus Township, Pitt County, North Carolina, as described in the Deed recorded in Book 1012 Page 442, and shown in Map Book 67 Page 64, Pitt County Registry.

The new right of way herein granted is fifty (50) feet wide and encompasses 0.618 acres, more or less, being shown as the "NEW 50' PNG EASEMENT" on Exhibit 42-PIT-9A prepared by Regional Land Surveyors, Inc., dated 11/18/14, a copy of which is attached hereto and made part hereof (the "Survey").

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: (1) free and full right of access to and from the Expanded Easement area over and across the aforesaid land; (2) to keep the Expanded Easement area cleared of trees, buildings, and other obstructions; and (3) to construct, install, operate, utilize, rebuild, remove, protect and maintain pipes, valves, markers, cathodic protection equipment, anode beds and other appurtenant devices which may be located above ground, at ground level and/or below ground in conjunction with said gas facilities.

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the North Carolina Utilities Commission, GRANTEE'S current encroachment specifications, and any federal, state, or local law, rule, or regulation, provided that GRANTOR and GRANTEE agree that: (1) notwithstanding anything to the contrary herein, GRANTOR shall give written notification to GRANTEE and GRANTOR shall obtain written approval from GRANTEE prior to any activity as defined in items (2)-(7) of this paragraph; (2) the depth of said gas facilities below the surface of the ground shall not be reduced nor increased by grading or any other work and any slopes allowed within said right of way shall be no greater than a four to one (4:1) ratio; (3) if streets, roads, equipment crossings, fences or utility lines are constructed across said right of way, they shall cross as nearly as possible at right angles to gas line(s) and in no event shall they be constructed laterally along and over the Expanded Easement area; (4) fences shall have minimum twelve (12) foot wide gate(s); (5) Removable pavers shall be installed along the entire length and width of the pipeline easement in paved parking areas; (6) improvements shall not adversely affect, in GRANTEE'S sole discretion, the access to, safety, construction, reconstruction, operation, or maintenance of GRANTEE'S facilities and GRANTEE shall not be liable for damages to said future improvements installed within the Expanded Easement area; (7) landscaping within the Expanded Easement area shall be limited to lawn grasses and shrubs which have a maximum mature height of four (4) feet, (8) buildings, storage sheds, mobile homes, wells, septic tanks, and/or related drain fields, absorption pits, detention ponds, irrigation systems (except crossing), sprinkler heads, swimming pools, ponds, lakes, erosion control sediment traps, underground vaults, burial grounds, explosives or flammable materials, fires of any type, fire hydrants, catch basins, air strips, electrical transformers or enclosures, utility poles, dumpsters, trash, uprooted stumps, boulders, rubble, building materials, junk or inoperable vehicles, satellite signal receiver systems, or other obstructions are prohibited within the Expanded Easement area; (9) GRANTOR shall not: (a) interfere with GRANTEE'S access or maintenance to its facilities, or (b) endanger the safety of GRANTOR, GRANTEE, or the general public; (10) GRANTEE reserves the right to construct future pipelines within the Expanded Easement area and GRANTOR shall not interfere with or object to the construction of said future pipelines; and (11) all facilities installed by GRANTEE shall be and remain the property of GRANTEE and may be removed by it at any time and from time to time.

GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this EASEMENT and annual crops of GRANTOR both inside and outside said right of way on the above-referenced land caused by the construction, installation, operation, utilization, inspection, rebuilding, removal, and maintenance of said facilities, and in

going to and from the Expanded Easement area, and shall be responsible for the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from said right of way, if claim is made within sixty (60) days after such damages are sustained.

To have and to hold said Expanded Easement and easement rights unto GRANTEE, its affiliates, successors, and assigns, perpetually and continuously. GRANTOR expressly give(s) GRANTEE, its successors and assigns, the right to assign, license, lease, or otherwise transfer, in whole or part, this GRANT OF EASEMENT or any rights given herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of GRANTEE, for the uses and purposes expressly stated herein.

GRANTOR hereby bind(s) GRANTOR and GRANTOR'S heirs, representatives, and assigns to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, this GRANT OF EASEMENT has been signed and sealed by GRANTOR, as of the date first above written.

GRANTOR:

CITY OF GREENVILLE,

a North Carolina municipal corporation

By: _____ Sign

Allen M. Thomas, Mayor

ATTESTED: _____ Sign

Carol L. Barwick, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that Carol L. Barwick personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing GRANT OF EASEMENT was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its City Clerk.

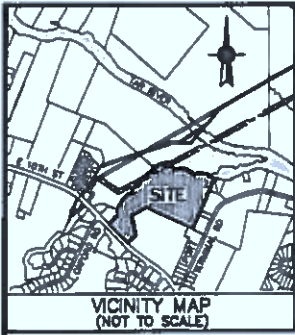
Witness my hand and seal this _____ day of _____, 20____.

Notary Public Sign

Notary Seal

Print

My Commission Expires _____

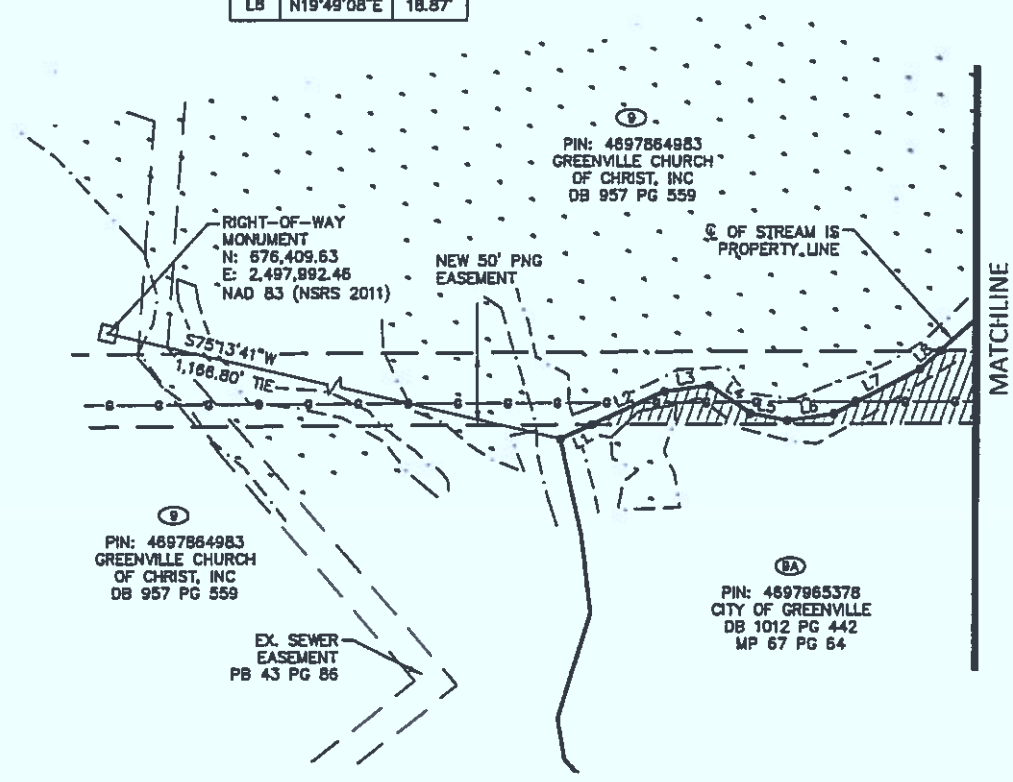


CITY OF GREENVILLE
PACTOLUS TOWNSHIP, PITT COUNTY,
NORTH CAROLINA

TITLE REFERENCES
DB 1012 PG 442
MAP BOOK 67 PAGE 64



LINE TABLE		
LINE	BEARING	LENGTH
L1	N37°20'53"E	23.74'
L2	N37°20'53"E	54.67'
L3	N54°21'37"E	31.02'
L4	S84°03'11"E	33.86'
L5	N72°35'21"E	25.89'
L6	N53°38'31"E	32.01'
L7	N34°27'19"E	66.57'
L8	N19°49'08"E	18.87'



REVIEW OFFICER CERTIFICATION:

I, _____ REVIEW OFFICER
FOR PITT COUNTY, CERTIFY THAT THE MAP OR PLAT
TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL
STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

NOTES

1. ALL PROPERTY LINES AND CORNERS ESTABLISHED USING EXISTING CORNERS FOUND, EXISTING BOUNDARY EVIDENCE, AND DEEDS AND PLATS OF RECORD IN THE PITT COUNTY REGISTER OF DEEDS OFFICE.
2. AREA BY COORDINATE COMPUTATION.
3. ALL DISTANCES ARE HORIZONTAL GROUND, IN FEET.
4. SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, STREETS AND ASSESSMENTS, AS THE SAME MAY APPEAR OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLERK OF COURT, TOWN OR COUNTY TAX OFFICES, OR WHICH MAY HAVE BEEN ACQUIRED BY PRESCRIPTIVE USE.
5. THIS SURVEY IS INTENDED FOR PNG EASEMENT ACQUISITION ONLY.
6. NC GRID COORDINATES AS SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS UTILIZING NCGS' NETWORK RTK SYSTEM AND ARE REFERENCED TO THE NAD 83(NSRS 2011) DATUM.



I, DAVID A. CLARK, A PROFESSIONAL LAND SURVEYOR OF NORTH CAROLINA, HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON ACCURATELY DEPICTS THE AREA OF EASEMENT ACQUISITION BY PIEDMONT NATURAL GAS COMPANY FROM THE PROPERTY OWNERS SHOWN HEREON, UTILIZING THE INFORMATION IDENTIFIED IN NOTE 1.

David A. Clark 11/20/14
DAVID A. CLARK L-4649 DATE

LEGEND

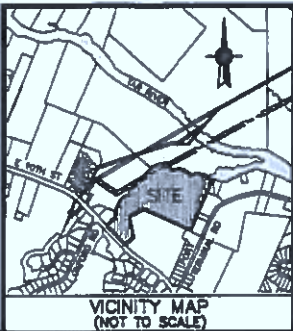
●	COMPUTED POINT (NOT SET)	□	R/W MONUMENT
(X)	PNG PARCEL NUMBER	—○—	PROPOSED GAS LINE
—○—	PROPOSED PNG EASEMENT	—○—	SUBJECT BOUNDARY LINE
—○—	ADJOINER BOUNDARY LINE	—○—	TREE LINE

PIEDMONT NATURAL
GAS COMPANY, INC.
EASEMENT CROSSING PROPERTY OF
CITY OF GREENVILLE
AREA IN NEW PNG EASEMENT:
26,901 SF / 0.618 AC

Regional Land Surveyors, Inc.
8642 WEST MARKET STREET, SUITE 100
GREENSBORO, NORTH CAROLINA 27409
NC FIRM LICENSE NO. C-1382

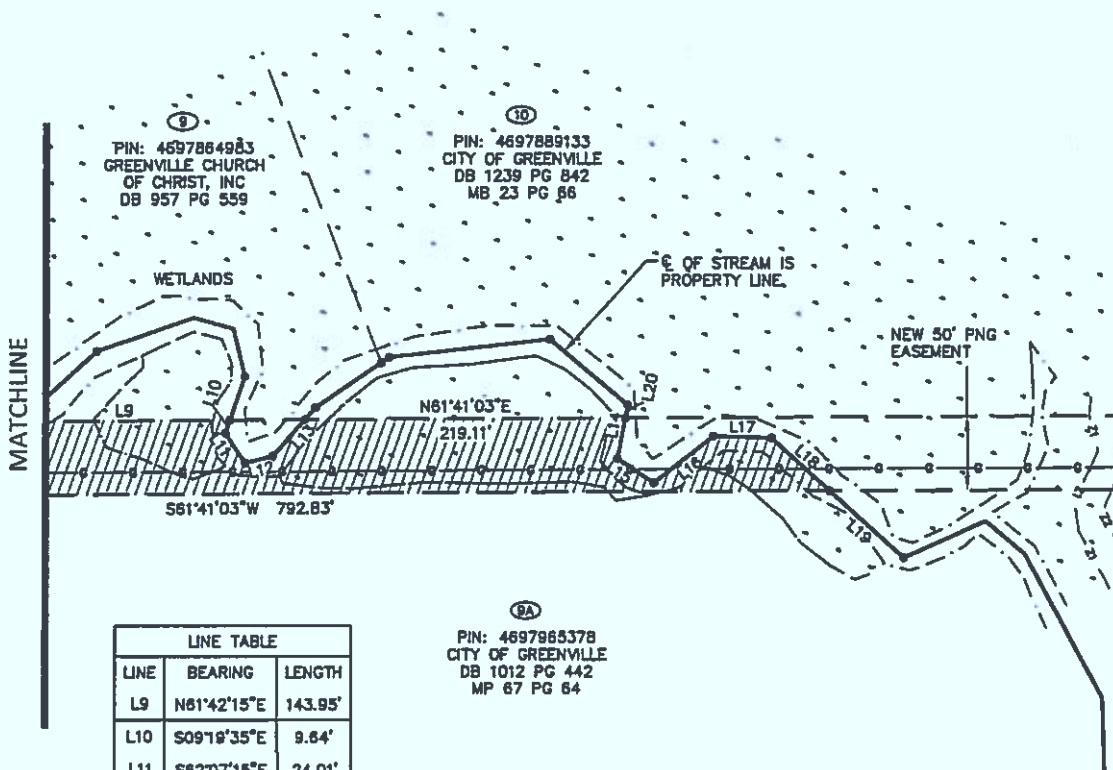
DRAWN BY: EAM	REVISIONS
DATE: 11/18/14	
JOB NO. 1285.00	





CITY OF GREENVILLE
PACTOLUS TOWNSHIP, PITT COUNTY,
NORTH CAROLINA

TITLE REFERENCES
DB 1012 PG 442
MAP BOOK 67 PAGE 64



LINE TABLE		
LINE	BEARING	LENGTH
L9	N61°42'15"E	143.95'
L10	S09°19'35"E	9.64'
L11	S62°07'15"E	24.01'
L12	N48°02'05"E	19.59'
L13	N13°51'03"E	32.98'
L14	S16°54'44"E	28.17'
L15	S84°41'22"E	29.79'
L16	N24°04'57"E	51.19'
L17	N63°27'13"E	40.42'
L18	S75°59'01"E	53.27'
L19	S75°59'01"E	67.98'
L20	N16°54'44"W	8.90'

NOTES

1. ALL PROPERTY LINES AND CORNERS ESTABLISHED USING EXISTING CORNERS FOUND, EXISTING BOUNDARY EVIDENCE, AND DEEDS AND PLATS OF RECORD IN THE PITT COUNTY REGISTER OF DEEDS OFFICE.
2. AREA BY COORDINATE COMPUTATION.
3. ALL DISTANCES ARE HORIZONTAL GROUND, IN FEET.
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5. THIS SURVEY IS INTENDED FOR PNG EASEMENT ACQUISITION ONLY.
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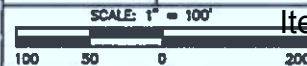
David A. Clark 11/20/14
DAVID A. CLARK L-4649 DATE

LEGEND	
●	COMPUTED POINT (NOT SET)
(X)	PNG PARCEL NUMBER
□	R/W MONUMENT
—○—	PROPOSED GAS LINE
—○—	PROPOSED PNG EASEMENT
—○—	SUBJECT BOUNDARY LINE
—○—	ADJOINER BOUNDARY LINE
—○—	TREE LINE

PIEDMONT NATURAL GAS COMPANY, INC.
EASEMENT CROSSING PROPERTY OF CITY OF GREENVILLE
AREA IN NEW PNG EASEMENT:
26,901 SF / 0.618 AC

Regional Land Surveyors, Inc.
8542 WEST MARKET STREET, SUITE 100
GREENSBORO, NORTH CAROLINA 27409
NC FIRM LICENSE NO. C-1362

DRAWN BY: EAM	REVISIONS
DATE: 11/18/14	
JOB NO. 1285.00	





City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Resolution and deed of release for the abandonment of easements at University Medical Park, Inc.

Explanation: **Abstract:** Greenville Utilities Commission (GUC) seeks to abandon existing easements located at University Medical Park, Inc.

Explanation: University Medical Park Inc. currently owns property located on the southwest corner of the intersection of John Hopkins Drive and Scales Place, which was recently rezoned by the City Council of the City of Greenville from MO (Medical-Office) to MR (Medical/Residential [High Density Multi-Family]). The owners initially planned to construct an apartment complex on this site, but have now decided to build a three (3) story senior living facility for senior citizens (65+ years). The original development plan is being substantially revised which requires the abandonment of certain utility easements, storm water, sewer, and electrical easements. In return for an abandonment of these easements which are no longer necessary to GUC, the property owner will grant to GUC new easements to serve the new facilities to be constructed on such property. It has been determined that GUC did not pay for the original easements, which are now to be abandoned, nor will it pay for the easements to be obtained from the property owner to service the new facilities.

At its regular meeting on November 20, 2014, the GUC Board of Commissioners adopted the Resolution for a Deed of Release in favor of the abandonment of easements as shown on the attached map, and recommends similar action by City Council.

Fiscal Note: No cost to the City.

Recommendation: Adopt the resolution and deed of release for the abandonment of easements at University Medical Park, Inc., as shown on the attached map.

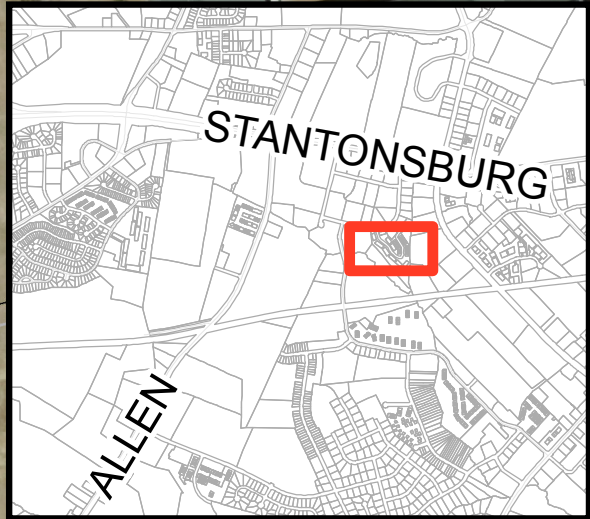
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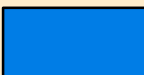




-  [University Medical Park - Map](#)
 -  [Resolution - University Medical Park](#)
 -  [Deed of Release - University medical Park](#)
-

JOHNS HOPKINS

40' Private Drive Proposed to be Abandoned



Legend

-  Electric Easement to Remain
-  Utility Easement to Remain
-  Private Drive to Remain
-  Utility Easement to be Abandoned
-  Electric Easement to be Abandoned
-  Private Drive to be Abandoned

Utility Easement Proposed to be Abandoned

10' Electric Easement Proposed to be Abandoned

Disclaimer:
Easements depicted on this map are for illustrative purposes only and may not be relied upon as an accurate representation for spatial reference. This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

University Medical Park Townhomes

Easements to be Abandoned

Greenville, Pitt County, NC

Created by: GDS
Date Created: 2014-11-04
Requested by: Chris Corey



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

RESOLUTION _____
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA
ABANDONING CERTAIN ELECTRIC, UTILITY - WATER, SEWER AND STORM WATER,
AND OTHER EASEMENTS OF VARYING WIDTHS ON PROPERTY COMMONLY KNOWN AS
UNIVERSITY MEDICAL PARK TOWNHOMES PREVIOUSLY DEDICATED FOR THE PUBLIC
USES BY MAP BOOK 31 AT PAGE 88, PITT COUNTY PUBLIC REGISTRY AND
AUTHORIZING EXECUTION OF DEED OF RELEASE

Attachment number 2
Page 1 of 3

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina, (hereinafter referred to as "Commission") heretofore obtained certain electric, utilities and other easements of varying widths across property commonly known as University Medical Park Townhomes by virtue of a dedication statement on Map Book 31 at Page 88, Pitt County Public Registry; and

WHEREAS, the owners of the subject property have failed to complete the development of such property as an apartment/townhome complex as originally planned, and have recently announced plans to build a 3-story apartment complex for senior citizens (senior living facility) on such site with a different building and facility configuration; and

WHEREAS, the said owners of the subject property have requested that certain easements of varying widths heretofore granted to City of Greenville for the Use and Benefit of Greenville Utilities Commission, or otherwise, be abandoned to permit the development of the subject property as now planned with a different building layout and configuration of facilities; and

WHEREAS, the such easements to be abandoned heretofore granted to the City of Greenville for the Use and Benefit of Greenville Utilities Commission, or otherwise, are no longer needed by the Commission; and

WHEREAS, the City and the Commission anticipates no use or need now or in the future for such easements of varying widths hereafter described as to be abandoned; and

WHEREAS, such easements to be abandoned all are shown on that certain plat entitled "EASEMENT ABANDONMENT PLAT UNIVERSITY MEDICAL PARK PORTIONS PREVIOUSLY RECORDED IN MAP BOOK 31 PAGE 88 GREENVILLE GREENVILLE TOWNSHIP, PITT CO., NORTH CAROLINA" prepared by Patrick W. Hartman, Professional Land Surveyor, License No. L-4262, dated 9/8/14, denominated Drawing No. Z-2592, River & Associates, Inc., (License No. F-0334) Engineers-Planners-Surveyors-Landscape Architects, 107 East Second Street, Greenville, North Carolina 27858 Telephone Number 252-752-4135, which is attached hereto as Exhibit A, and made a part hereof, and which is recorded in Map

Book ____ at Page _____, Pitt County Public Registry, to which reference is made for a more complete and accurate description of said electric, utility and other easements to be abandoned; and

WHEREAS, the current owner(s) of such property has requested the City of Greenville for the Use and Benefit of Greenville Utilities Commission, and otherwise, to abandon such easements shown as to be abandoned on Exhibit A and has requested the City Council of the City of Greenville to acknowledge such abandonments and release said easements; and

WHEREAS, Greenville Utilities Commission deems such abandonment to be reasonable and in the best interest of the Commission and all parties, and is requesting the City Council of the City of Greenville to acknowledge such abandonment and to release all such easements as shown on such plat marked Exhibit A as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held in the Council Chambers of City Hall of the City of Greenville, North Carolina, on the ____ day of _____, 20____, as follows:

1. That the City Council of the City of Greenville does hereby abandon those easements shown to be abandoned on that certain plat entitled "EASEMENT ABANDONMENT PLAT UNIVERSITY MEDICAL PARK PORTIONS PREVIOUSLY RECORDED IN MAP BOOK 31 PAGE 88 GREENVILLE GREENVILLE TOWNSHIP, PITT CO., NORTH CAROLINA" prepared by Patrick W. Hartman, Professional Land Surveyor, License No. L-4262, dated 9/8/14, denominated Drawing No. Z-2592, River & Associates, Inc., (License No. F-0334) Engineers-Planners-Surveyors-Landscape Architects, 107 East Second Street, Greenville, North Carolina 27858 Telephone Number 252-752-4135, marked Exhibit A and attached hereto and made a part hereof and which appears of record in Map Book ____ at Page _____ Pitt County Public Registry; and

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to the current owner(s) of the property encumbered by such easements to be abandoned, an instrument in a form suitable for recording, releasing whatever interest the City of Greenville, North Carolina, and Greenville Utilities Commission might have in and to the easements which are to be abandoned as hereinabove described.

Adopted this the ____ day of _____, 20____.

CITY OF GREENVILLE

By _____
ALLEN M. THOMAS, Mayor

(OFFICIAL SEAL)

Attachment number 2
Page 3 of 3

ATTEST:

CAROL L. BARWICK, Clerk

F:\WP\PRD\GUC\Resolution.City Council.UniversityMedicalPark.doc

Prepared by: Phillip R. Dixon
DIXON LAW GROUP, PLLC

Return to: File Phillip R. Dixon

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

Attachment number 3
Page 1 of 3

THIS DEED OF RELEASE made and entered into this _____ day of _____, 20____, by and between the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation, duly organized and existing under the laws of the State of North Carolina, Greenville, Pitt County, North Carolina, hereinafter referred to as GRANTOR, and UNIVERSITY MEDICAL PARK, INC., a Corporation duly organized and existing under the laws of the State of North Carolina, Greenville, Pitt County, North Carolina, hereinafter referred to as GRANTEE.

WITNESSETH:

WHEREAS, the City of Greenville, North Carolina, for the Use and Benefit of Greenville Utilities Commission, has previously accepted a dedication of certain electric, utility (water and sewer) and other easements of varying widths across property commonly known as University Medical Park Townhomes according to the dedication statement set forth on Map Book 31 at Page 88, Pitt County Public Registry; and

WHEREAS, the current owner(s) of the subject property has abandoned the original development plan for the development of such property and has revised such plan in order to build a 3-story apartment complex for senior citizens (senior living facility) with a modified layout and configuration of buildings and facilities on the subject property; and

WHEREAS, neither the City of Greenville or the Greenville Utilities Commission has any further use or need for such easements which are shown as to be abandoned; and

WHEREAS, the Commission has requested GRANTOR to indicate formally that it has no claims or interests in such property encumbered by such easements shown as to be abandoned on the attached Exhibit A; and

WHEREAS, Commission has previous requested the GRANTOR execute a Deed of Release to University Medical Park, Inc., or the current owner(s) of the subject property indicating abandonment and release of such easements shown as to be abandoned on Exhibit A, which is attached hereto and made a part hereof; and

WHEREAS, The City Council, as GRANTOR, acting on the recommendation of the Commission has duly adopted the resolution abandoning such easements shown as to be abandoned on Exhibit "A", which Resolution is marked Exhibit "B" and is attached hereto and made a part hereof;

NOW THEREFORE, pursuant to and in accordance with such Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto the GRANTEE, University Medical Park, Inc., its successors and assigns, all of the GRANTOR'S rights, title and interests in such easement of varying widths shown as to be abandoned on that certain plat "EASEMENT ABANDONMENT PLAT UNIVERSITY MEDICAL PARK PORTIONS PREVIOUSLY RECORDED IN MAP BOOK 31 PAGE 88 GREENVILLE TOWNSHIP, PITT CO., NORTH CAROLINA" prepared by Patrick W. Hartman, Professional Land Surveyor, License No. L-4262, dated 9/8/14, denominated Drawing No. Z-2592, River & Associates, Inc., (License No. F-0334) Engineers-Planners-Surveyors-Landscape Architects, 107 East Second Street, Greenville, North Carolina 27858 Telephone Number 252-752-4135, which is attached hereto as Exhibit A, and made a part hereof, and which is recorded in Map Book ____ at Page _____, Pitt County Public Registry, to which reference is made for a more complete and accurate description of said electric, utility (water and sewer) and other easements of varying widths to be abandoned.

When reference is made to the GRANTOR or GRANTEE, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed by its Mayor, Attested by its Town Clerk and its Official Seal hereto affixed all by Resolution duly entered by the City Council of GRANTOR on the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLNIA

By _____
ALLEN M. THOMAS, Mayor

(SEAL)

ATTEST:

CAROL L. BARWICK, City Clerk

STATE OF NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, a Body Politic, and that by authority duly given and as the act of the Town of Ayden, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its City Clerk.

Attachment number 3
Page 3 of 3

Notary Public
Print Notary Name: _____

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Sewer Capital Project Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission's Wastewater Treatment Plant Air Distribution System

Explanation: **Abstract:** Greenville Utilities Commission (GUC) seeks to adopt a capital project budget for the Wastewater Treatment Plant Air Distribution System, which will repair or replace a failing aeration blower system.

Explanation: In 2012, grant funds from the Energy and Conservation Block Grant Program were used to conduct energy audits for Greenville Utilities Commission's Water and Wastewater Treatment Plants. Results of the audits, which were conducted by Schneider Electric Engineering Services, recommended taking action to reduce energy consumption and operating costs in both plants. By far, the most significant recommendation for the Wastewater Treatment Plant (WWTP) was to repair or replace the aeration blower system, which will result in significant energy cost savings.

The wastewater treatment process cannot operate without the aeration blower system as it provides a continuous supply of dissolved oxygen to the biological treatment process. The oxygen supply is provided by an aeration blower system that utilizes centrifugal motors to generate air which is delivered through 750 feet of 30" diameter ductile iron pipe. The existing 20-year-old underground air delivery piping system is leaking significant amounts of air, causing an estimated 40% reduction in energy efficiency and resulting in excessive electrical power costs. In addition, the air leaks are presenting operational challenges by limiting adequate and uniform air distribution to treatment plant biological processes and overworking the blowers to compensate for air losses. Only one airline exists from the blower building to the south plant oxidation basins. In the event of a catastrophic failure of the leaking underground line, an emergency air supply would need to be provided to the microorganisms within a matter of hours.

Given the critical nature of this system, a detailed engineering analysis was performed to provide a comprehensive evaluation of the air distribution system at the WWTP. The study also resulted in specific recommendations to address this

issue. Completed in September 2014 by consulting engineers Hazen and Sawyer, the study confirmed staff observations that the problem continues to get worse. According to the study, if air leaks are eliminated, estimated annual power cost savings could be as much as \$172,000 per year. The study also recommends construction alternatives to repair/replace the leaking air pipes and provides contingency plans in the event of a catastrophic failure. The project was included in the five-year capital project plan; however, due to the rapid deterioration, the critical system needs to be upgraded now to ensure GUC maintains compliance with our National Pollutant Discharge Elimination System (NPDES) Permit by protecting and preserving the biological integrity of the plant as well as mitigating the electrical energy losses caused by the excessive air leaks. In order to move ahead as outlined, it is necessary to establish a Sewer Capital Project Budget in the amount of \$1,500,000 and to authorize design and construction of the needed upgrade.

At its November 20, 2014 regular meeting, the GUC Board of Commissioners adopted a sewer capital project budget and reimbursement resolution, and recommends similar action by the City Council.

Fiscal Note: No cost to the City.

Recommendation: Adopt the attached ordinance and reimbursement resolution

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 [Ordinance - WWTP Air Distribution System](#)

 [Reimbursement Resolution](#)

ORDINANCE NO. 14-_____

SEWER CAPITAL PROJECT BUDGET
Wastewater Treatment Plant Air Distribution System

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

Section 1. Revenues. Revenues of the Sewer Capital Project Budget, Wastewater Treatment Plant Air Distribution System Project, is hereby established to read as follows:

Revenue

Long-term debt	<u>\$1,500,000</u>	
Total Project Revenue		<u><u>\$1,500,000</u></u>

Section 2. Expenditures. Expenditures of the Sewer Capital Project Budget, Wastewater Treatment Plant Air Distribution System Project, is hereby established to read as follows:

Expenditures

Project costs	<u>\$1,500,000</u>	
Total Project Expenditures		<u><u>\$1,500,000</u></u>

Section 3. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the _____ day of _____, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

RESOLUTION NO. 14-__
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE TAX EXEMPT
FINANCING FOR CERTAIN EXPENDITURES MADE AND TO BE MADE IN
CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF CERTAIN
CAPITAL IMPROVEMENTS

WHEREAS, the Greenville Utilities Commission of the City of Greenville, North Carolina, a body politic duly chartered by the State of North Carolina, (the Commission) has determined to pay certain expenditures (the “Expenditures”) incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the “Project”) more fully described in Exhibit A attached hereto, consisting of improvements to its electric, gas, sanitary sewer and water systems (collectively, the “System”); and

WHEREAS, the City Council of the City of Greenville, North Carolina (the “City Council”) has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the “Debt”);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City Council hereby declares concurrence with the Commission’s intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Project no more than 60 days prior to the date hereof and thereafter. The City Council reasonably expects on the date hereof that it will reimburse the Commission for the Expenditures from the proceeds of a like amount of the Debt.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the System, or (d) a grant to a party that is not related to or an agent of the Commission or City of Greenville, North Carolina (the “City”) so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Tax Exempt Financing estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$1,500,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission’s

use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City Council recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this the ____ day of _____, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

EXHIBIT A

THE IMPROVEMENTS

The Improvements referenced in the resolution include, but are not limited to, all operating and capital expenditures associated with the purchase, design, and construction of:

Wastewater Treatment Plant Air Distribution System	\$1,500,000
Total	<u>\$1,500,000</u>



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Approval to submit an Urgent Repair Grant Application to the North Carolina Housing Finance Agency on behalf of the City of Greenville

Explanation: **Abstract:** The North Carolina Housing Finance Agency (NCHFA) has issued a Notice of Funds Available (NOFA) for Urgent Repair Grants in 2015. This competitive grant is designed to assist low and very low income homeowners that have a household member that is elderly, disabled or has a child under the age of 6 years old living in a structure with elevated lead levels. The maximum household income is 50% of area median income (AMI) adjusted for household size.

Explanation: This is a request to submit an Urgent Repair Grant application to the North Carolina Housing Finance Agency (NCHFA) in response to the most recent Notice of Funding Available (NOFA). The City of Greenville will be in competition with all Entitlement Communities in North Carolina. The grant funding will enable cities to provide deferred, forgiven loans of up to \$8,000 for emergency repairs or modifications to low and very low income residents.

The total available amount is \$3.5 million, and there is a maximum grant amount of \$50,000 for Entitlement Communities. The duration of the grant is 18 months. The grant amount covers hard and soft costs. The grant application does not define a minimum match percentage; however, the cities that provide a match will be ranked higher.

Moreover, the City has applied for the grant in the past and was denied. This past denial will also allow the City to be ranked higher. This grant is an excellent opportunity to help low and very low income homeowners that the City cannot help when using federal funds due to title issues.

Fiscal Note: A 10% match from the City is recommended. The match funds would come from the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds that the City of Greenville receives annually.

Recommendation: Staff recommends that the City Council approve the submission of an Urgent Repair Grant application to the NC Housing Finance Agency.

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: EPA Brownfields Assessment Grant Application

Explanation: **Abstract:** The City's Brownfields consultant is preparing to submit an application to the EPA for additional funding to assess brownfields properties in Greenville. Staff is requesting approval to move forward on the application.

Explanation: The lead consultant on the West Greenville Brownfields program, Cardno, is preparing to submit an application on behalf of the City to request \$400,000 in EPA Brownfields assessment grants (\$200,000 Hazardous Substances Assessment Grant and \$200,000 Petroleum Assessment Grant) to assess properties in West Greenville and in the City's EDI Zones. If the EPA selects the application for funding, the official grant agreement will be brought back to the City Council for approval.

This follow-on grant would supplement the City's previous hazardous substances and petroleum assessment grants, which are about to exhaust all remaining funds. The West Greenville Redevelopment Area and the City's EDI Zones, especially in north Greenville, have a number of additional brownfields properties not previously assessed, such as abandoned gasoline stations, auto repair facilities, former industrial and dry cleaner sites, etc., all of which contribute to low property values and poverty and can be difficult to redevelop without aid of federal and state brownfields programs.

The brownfields grants support the City's ongoing efforts to spur mixed-use redevelopment projects and business creation within the West Greenville Redevelopment Area and the City's EDI Zones. The assessment grant funds would be used to build on the City's existing Brownfields Inventory, conduct Phase I & II environmental site assessments, engage the community in brownfields prioritization and redevelopment visioning, and complete remediation planning as necessary.

The City's previous brownfields assessment grant awards have helped to support projects like the new Federal Bankruptcy Court House, the GO Science Center, and the "Superblock" project on East 5th Street.

Fiscal Note: No matching contributions are required from grantees for EPA Brownfields Assessment grants awards, and no other fiscal impacts would be anticipated as a result of the City continuing to participate in that program.

Recommendation: Staff recommends that the City Council authorize the above described grant application.

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 [EPA Fact Sheet](#)



EPA Brownfields Assessment Grants: Interested in Applying for Funding? *Here's what you need to know to get started...*

What is EPA's Brownfields Program?



Salt Lake City, Utah (before)

The U.S. Environmental Protection Agency's (EPA) Brownfields Program is designed to empower states, communities, and other stakeholders to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. EPA provides technical and financial assistance for brownfields activities through an approach based on four main goals: protecting human health and the environment, sustaining reuse, promoting partnerships, and strengthening the marketplace. Brownfields grants serve as the foundation of the Brownfields Program and support revitalization efforts by funding environmental assessment, cleanup, and job training activities. Thousands of properties have been assessed and cleaned up through the Brownfields Program, clearing the way for their reuse.



Salt Lake City, Utah (after)

A brownfield is defined as: real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The 2002 Brownfields Law further defines the term to include a site that is: "contaminated by a controlled substance; contaminated by petroleum or a petroleum product excluded from the definition of 'hazardous substance'; or mine-scarred land."

What are the Four Grant Types?

- ✓ **Assessment grants** provide funding for brownfields inventories, planning, environmental assessments, and community outreach.
- ✓ **Revolving Loan Fund grants** provide funding to capitalize a revolving loan fund that provides loans and subgrants to carry out cleanup activities at brownfields.

- ✓ **Cleanup grants** provide direct funding for cleanup activities at specific sites.
- ✓ **Job Training grants** provide environmental training for residents of brownfields communities.

What are Assessment Grants?

Assessment grants provide funding for a grant recipient to:

- ✓ **Inventory Sites:** Compile a listing
- ✓ **Characterize Sites:** Identify past uses
- ✓ **Assess Sites:** Determine existing contamination
- ✓ **Conduct Cleanup and Redevelopment Planning:** Scope and plan process
- ✓ **Conduct Community Involvement:** Inform and engage community

For a Community-Wide Grant:

- ✓ An applicant may apply for a community-wide assessment grant if a specific site has not been identified or if the assessment will address more than one site within the community.
- ✓ Applicants electing to apply for up to \$200,000 for a community-wide hazardous substance assessment grant are not eligible for a site-specific hazardous substance assessment grant in the same grant competition. Applicants applying for up to \$200,000 for a community-wide petroleum or petroleum product assessment grant will not be eligible for a site-specific petroleum assessment grant.

For a Site-Specific Grant:

- ✓ A site-specific assessment grant must be applied for if the assessment is limited to one, and only one, site. A site-specific assessment grant application must be made if a waiver of the funding limitation is requested.
- ✓ Applicants will not be allowed to substitute another site for a site-specific assessment grant where the subject site is determined to be ineligible.

For the complete discussion of Brownfields Program grant funding, refer to the EPA Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants at: <http://www.epa.gov/brownfields/applicat.htm>

How Do I Apply for an Assessment Grant?

Applicants submit a proposal for each grant type that they are applying for (i.e., assessment, revolving loan fund, and/or cleanup). Each proposal must address the selection criteria outlined in the guidelines.

Grant proposals should be concise and well organized, and must provide the information requested in the guidelines. Applicants must demonstrate that they meet threshold criteria requirements and must respond to evaluation criteria. Factual information about your proposed project and community must be provided.

Proposals must include:

- ✓ Cover letter describing project
- ✓ Applicant information
- ✓ Applicable mandatory attachments (e.g., state letter)
- ✓ Responses to evaluation criteria

All applicants must refer to the Proposal Guidelines published by EPA.

Who is Eligible to Apply for an Assessment Grant?

Eligible entities include: state, local, and tribal governments, with the exception of certain Indian tribes in Alaska; general purpose units of local government, land clearance authorities, or other quasi-governmental entities; regional council or redevelopment agencies; or states or legislatures. Some properties are excluded from the definition of a brownfield unless EPA makes a site-specific funding determination that allows grant funds to be used at that site.

Applicants may apply for both community-wide and site-specific assessment grants; however, an applicant is limited to submitting only ONE hazardous substance assessment grant proposal and ONE petroleum assessment proposal.

Each eligible entity may submit no more than two assessment proposals.

How Much Assessment Grant Funding is Available?

- ✓ Up to \$200,000 to assess a site contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum).
- ✓ Up to \$200,000 to address a site contaminated by petroleum.
- ✓ For site-specific proposals, applicants may seek a waiver of the \$200,000 limit and request up to \$350,000 for a site contaminated by hazardous substances, pollutants, or contaminants and up to \$350,000 to assess a site contaminated by petroleum. Such waivers must be based on the anticipated level of hazardous substances, pollutants, or contaminants including hazardous

substances comingled with petroleum) or petroleum at a single site. (Community-wide assessment grants are not eligible for assessment grant “waivers.”)

- ✓ Total grant fund requests should not exceed a total of \$400,000 unless such a waiver is requested.
- ✓ Up to \$1 Million for assessment coalitions. A coalition is made up of 3 or more eligible applicants that submits one grant proposal under the name of one of the coalition members who will be the grant recipient.

How Long is the Assessment Period?

The performance period for an assessment grant is three years.

Where Do I Find the Proposal Guidelines?

Electronic copies of the Proposal Guidelines can be obtained from the EPA brownfields Web site at: <http://www.epa.gov/brownfields/applicat.htm>

Additional information on grant programs may be found at: www.grants.gov

Is Pre-Application Assistance Available?

If resources permit, EPA Regions may conduct open meetings with potential applicants. Check with your regional office for date and location information. Your regional Brownfields Program contacts can be found at: <http://www.epa.gov/brownfields/corentct.htm>

EPA can respond to questions from applicants about threshold criteria, including site eligibility and ownership.

EPA staff can not meet with applicants to discuss draft proposals or provide assistance in responding to ranking criteria.

What is the Evaluation/Selection Process?

Brownfields grants are awarded on a competitive basis. Evaluation panels consisting of EPA staff and other federal agency representatives assess how well the proposals meet the threshold and ranking criteria outlined in the Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants. Final selections are made by EPA senior management after considering the ranking of proposals by the evaluation panels. Responses to threshold criteria are evaluated on a pass/fail basis. If the proposal does not meet the threshold criteria, the proposal will not be evaluated. In some circumstances, EPA may seek additional information.



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Acceptance of Dickinson Avenue Market and Planning Study

Explanation: **Abstract:** The City hired a consulting team, headed by Brian Wishneff & Associates, to complete a market and planning study of a project area that includes the historic Dickinson Avenue corridor. The consulting team presented its redevelopment vision for the project area to City Council in September 2014. The consultants have completed the final report, which is now presented to City Council for acceptance.

Explanation: The City's current Strategic Plan has a strong focus on economic development and tax base growth and includes tactics relating to business attraction and retention, product development, urban revitalization, and providing a range of employment opportunities. Additionally, a current City Council goal is to make transportation gateways and commercial corridors more attractive and accessible. These goals form the framework supporting completion of the Dickinson Avenue Market and Planning Study along with implementation of the recommendations outlined within the plan.

The City sought a highly experienced and creative team to complete a market-based revitalization study of the Dickinson Avenue corridor between Reade Circle and 14th Street, which bisects and anchors the city's "warehouse district" within the West Greenville Redevelopment Area. The study area includes the newly constructed Federal Courthouse, the Imperial Tobacco site, the site of the future Greenville Transportation Activity Center (GTAC), two National Register Historic Districts, and a cluster of State-owned properties within ECU's Warehouse District (ECU Master Plan, 2012). It was recognized that this area has a strategic location, but a structured vision was needed. As a result, City staff, led by the City Manager's Office, initiated a process to identify catalytic projects and investment strategies to redevelop the area. The focus of the project was to add jobs, focus investment, and create additional economic development for the area.

The City has an agreement with NCDOT to rebuild historic Dickinson Avenue and a streetscape improvement plan for the corridor. The future 10th Street

Connector also traverses the study area. Therefore, it is critical that the City maximize its opportunities in this area in ways that are economically and environmentally viable, while preserving and capitalizing on its unique character.

After a competitive procurement process, the City Council approved the selection of a consulting team, which is headed by Brian Wishneff & Associates. The team also includes Ayers Saint Gross and Partners for Economic Solutions, a real estate, economics, and market analysis firm.

The scope of services for this project includes a master plan and urban design framework for the study area; a market and economic study that analyzes the potential of the area to support new office, technology, and institutional uses as well as residential uses; and a strategic action plan for implementing key redevelopment and/or economic development projects. Another goal of this planning process was to work with ECU on exploring ways to support public/private investment in ECU's "Warehouse District," such as creation of a technology transfer facility in the Haney Warehouse. The plan recommends a conceptual vision and transportation improvements in relation to the GTAC, and it assesses the feasibility of economic development opportunities (e.g., advanced manufacturing uses) as well as provides a framework for supporting historically-appropriate redevelopment and adaptive reuse of historic properties in ways that preserve the character of the area and leverage private investment in this future destination district. As a result of the partnership formed through this study, ECU continues to explore redevelopment options for the Haney Warehouse.

In September of 2014, the consulting team delivered to City Council a presentation in which they summarized their planning process and vision for the project area. The redevelopment opportunities expressed in that presentation to City Council, as well as in the attached planning document, are representative of a substantial public participation process as described below.

Public engagement for this project involved the following two modes of engagement:

- 1) Public forums, which directly engaged the public in the planning process, and
- 2) Stakeholder and commission meetings, which involved indirect public engagement.

The two "keystone" larger-scale public engagement events of this project were the December 16, 2013 Public Workshop and the May 13, 2014 Public Workshop and Presentation. City staff advertised these two events via a variety of media to reach a cross-section of local residents: City Page ads, GTV public service spots, radio segments, the City website, and direct mail postcards to property and business owners in the project area.

Approximately 50 people attended the December 2013 "kick-off" workshop at the Greenville Museum of Art. At that event, the consulting team facilitated an urban design "charette," inviting participants to go around to different stations –

grouped by theme – and to sketch out their thoughts on sticky notes and place them on maps of the project area. At that early stage of the process, the goal was to encourage residents, business owners, stakeholders, and public officials to contribute their local knowledge, unique experiences, creative energies, and policy preferences to the planning process. The consulting team’s analysis of the project area and, subsequently, the vision and the strategic concepts of the plan utilized the information from the various public input sessions.

The second public workshop was held in City Hall in May 2014. The meeting began in the Third Floor Gallery with an interactive discussion of the consulting team’s initial design concepts and strategies for the project area. The meeting then moved to the City Council Chambers, where the consulting team gave a formal presentation on their research, urban design and economic development analysis, and initial vision, concepts, and strategies for the project area. The discussion in the Gallery and the Q&A period that followed the presentation gave the consulting team valuable feedback and input, which enabled the team to refine the community’s vision for the area. This event was attended by over 80 people.

The two public workshops enabled the consulting team and City staff to collect a diverse and broad range of public input - comments, concerns, ideas, localized “on the street” tips and insights, etc. In the weeks following the public workshops, City staff also collected follow-up comments from persons who had attended the workshops as well as comments from persons who were unable to attend the events but wanted to give their input. The consulting team synthesized all of the public input, which was then used to guide their analysis, planning concepts and strategies, and recommendations.

City staff and the consulting team also sought input and specialized expertise from stakeholders, public officials and committee/commission liaisons, and topic-specific planning groups. The list of stakeholder and topic-specific groups that met to discuss different aspects of the project included:

- City Council (small groups)
- Core Working Group
- Redevelopment Commission (provided input and funding toward the study)
- Parking & Transportation Group
- Infrastructure & Utilities Group
- Land Use & Zoning Group
- ECU/PCC Group
- Economic Development Partners

The meetings with the above groups were facilitated either via video conference calls with the consulting team or via in-person visits with the City staff and/or the consulting team. These group meetings were not advertised as public workshops; however, the stakeholders and commission/committee members and public officials that attended these meetings represent the public and/or various public constituencies in their official or professional capacities. Some of these meetings were open to the public and/or televised on GTV.

Based on input generated by the public engagement process described above, along with guidance from City staff, the consulting team assembled the attached report which outlines a comprehensive strategy for revitalization of the Dickinson Avenue Corridor. The plan provides more than 20 primary action items as part of the implementation phase along with a handful of “Phase 0” actions – actions that are more easily implemented in the short term that can provide momentum for implementation of the overall plan.

Fiscal Note:

The attached report recommends expenditures for public infrastructure improvements and business assistance programs to be considered by City Council as part of plan implementation. Some of these items, such as acquisition and development of public parking, will be presented as part of the development of the City’s FY 2015-2016 budget.

Recommendation:

Staff recommends that City Council accept the Dickinson Avenue Corridor Study.

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

Attachments / click to download

 [Dickinson Ave Final Report](#)



THE DICKINSON AVENUE CORRIDOR STUDY

GREENVILLE, NORTH CAROLINA | 11.21.2014

AYERS SAINT GROSS
BRIAN WISHNEFF & ASSOCIATES
PARTNERS FOR ECONOMIC SOLUTIONS

Item # 11

CONTENTS

00	Executive Summary	5
01	Strengths and Opportunities	9
02	Approach	22
03	Recommendations & Next Steps	46

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EXECUTIVE SUMMARY

PROJECT OVERVIEW



In the coming years, Greenville will become a more vital, connected community that fosters jobs, innovation and downtown residential. The Dickinson Avenue Arts and Innovation District will help to anchor that transformation.

THE DICKINSON AVENUE CORRIDOR STUDY

PROJECT OVERVIEW

Greenville is a classic North Carolina small city with great potential—but the City must act quickly to advance several strategic planning initiatives.

Greenville’s leaders and key stakeholders are committed to working together to transform Greenville into a more vibrant city. They understand that Greenville’s urban core will be a fulcrum of that transformation. But time is of the essence as several of Greenville’s most valuable remaining historic buildings are in disrepair and may soon be lost forever. If the community can act quickly to accelerate its redevelopment, these historic resources will anchor a vibrant and authentic urban environment which will attract future residents and businesses.

Greenville’s urban core encompasses many areas – Uptown, the ECU campus, TRUNA and the Dickinson Avenue Corridor – that today are disconnected from each other, and in many cases, underdeveloped. Chronic physical disconnects continue to hold the City back, limiting its economic development potential and leading to extensive vacancies and empty parcels.

For Greenville to grow and sustain a healthy and vibrant core, it is imperative that City stakeholders transform these disintegrated areas

into a coherent, mixed-use urban core, anchored by distinctive districts. Doing so will reflect North Carolina’s rich tradition of great towns and cities like Chapel Hill, Asheville and Durham and also national trends where college towns and university-based cities are creating lively multi-generational communities that integrate “town and gown.”

Recent demographic shifts in the U.S. show that younger Americans are growing more entrepreneurial, collaborative and urban(e). This situation is particularly germane to Greenville where ECU and North Carolina’s broader STEAM (Science, Technology, Engineering, Arts, and Math) economy would be well-served by new “innovation” venues that attract and retain young professionals and talent to the region—especially recent college graduates looking to start companies. In a similar pattern, PDR Industries (Production, Distribution and Repair) are also resurgent in the region and a natural fit for Greenville’s industrial past. The Dickinson Avenue Corridor study area including ECU’s planned Millennium Campus south of 10th Street offers highly desirable sites for all these various uses.

Residential development is arguably the most important element of any community-building initiative. Encouraging people—especially non-students—to move downtown will help to spur other key programs including retail, cafes and

food, recreation and transit use. North Carolina offers some of the most robust, medium-density residential development models in the U.S., and there are several places within the study area that offer great locations for these types of developments. Affordable housing must remain a priority within the West Greenville Redevelopment Area. High quality affordable housing is a key component of the revitalization of Dickinson Avenue.

Transit infrastructure is also critical to the success of the Dickinson Avenue Corridor. Greenville must leverage the proposed Greenville Transportation and Activity Center (GTAC) to attract new, higher-density development and design the GTAC in a way that it is seen as user-friendly and attractive. While the nearby 10th Street Connector will significantly enhance automotive access to Greenville’s urban core, its imposing overpass coupled with potentially high speed limits will likely prove a detriment to the study area and must be addressed as part of a broader multi-modal transportation strategy for central Greenville.

The broad various ideas and recommendations outlined below address these issues and offer a path forward to creating a dynamic, highly vibrant central Greenville.

These initiatives are the right things for Greenville, and now is the right time to pursue them.



Vibrant Streetlife



Transit



Innovation

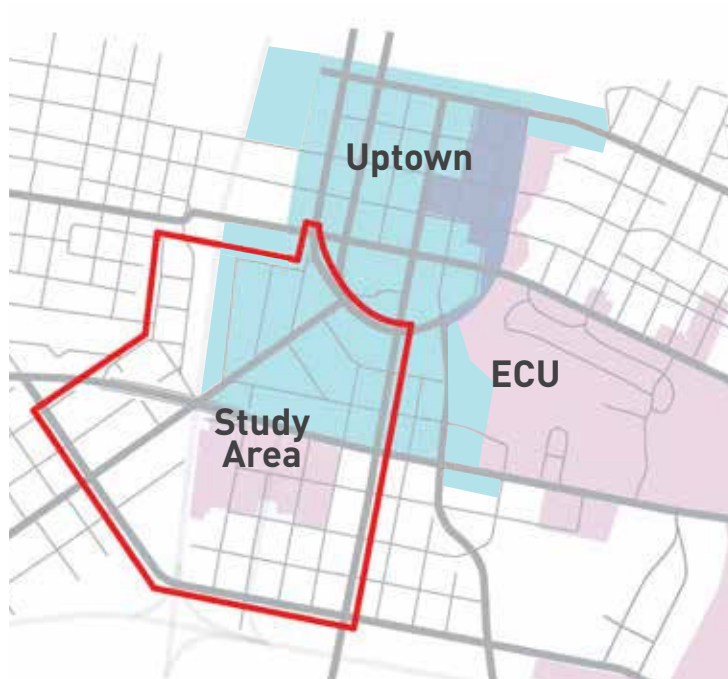


Mixed Use Residential

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Item # 11

STRENGTHS AND OPPORTUNITIES



THE STUDY AREA: THE DICKINSON AVENUE CORRIDOR

The study area encompasses approximately 200-acres of largely post-industrial land bisected by Dickinson Avenue – a historic city gateway lined with early to mid-20th Century commercial storefronts. Although much of the area is blighted and underdeveloped, it features several significant historic structures including the Ficklen, Cupola and Haynie buildings along with a number of smaller but distinctive brick warehouses and commercial buildings.

For planning purposes, it is critical to articulate a large study area into distinct sub-areas defined by physical features, infrastructure or ownership patterns. The decision team identified 8 sub-areas which are described on the following pages.

AREA ONE: HISTORIC BUILDING INFILL

Along the south side of Dickinson Avenue, this sub-area includes several important historic buildings. The Cupola Buildings were previously renovated and converted into office space. The Ficklen, which is Greenville's best remaining example of a Carolina tobacco warehouse, could be renovated to support a wide range of uses from residential lofts, offices and innovation space. These historic assets will help to create an authentic and distinctly North Carolinian feel to the wider area. Generally speaking, "authentic places" are desired by millennials and young professionals—this loft-warehouse character will be a key aspect of branding the broader study area. Additionally, this sub-area should include public amenities and open spaces along existing railroad spurs that are expected to be decommissioned in the future.

AREA TWO: ARTS DISTRICT AND TRANSIT

North of Dickinson Avenue, near Reade Circle, this sub-area includes the new transit center (the GTAC). Early-phased development providing residential for both students and young professionals should be built adjacent to this transit resource – creating a TOD, or Transit-oriented Development. Several existing streets in this zone should also be realigned both to improve accessibility/visibility to ECU and the Uptown District—this will better integrate the GTAC into other adjacent areas in the study area including the Imperial Site. This realignment will create larger parcels ideally configured for larger format, mixed-use residential. This sub-area also features significant pad sites for PDR businesses—combining jobs and living spaces.

AREA THREE: 10TH STREET THRESHOLD

The new 10th Street Connector located in this sub-area will be a major east-west roadway linking the Medical Center, the ECU main campus, and East Greenville. As drivers and passengers reach this segment of 10th Street, they will sense that they have truly arrived in downtown Greenville, making this sub-area a major gateway into the city and a logical place for well-sited public parking directly adjacent to the 10th Street Connector embankments. It is essential that buildings and streets in this sub-area be arranged to facilitate pedestrian movement across 10th Street. Greene Street should be extended north of 10th Street to create a new four-way intersection that facilitates pedestrian crossings. This new intersection will also create highly-attractive block sizes for new developments and a key new public park/plaza.

AREA FOUR: INNOVATION ZONE

This sub-area includes the future ECU Millennium Campus and historic buildings including the Haynie Building along 10th Street, a readily identifiable landmark. Greenville and ECU should work together to ensure that this new campus will support the innovation needs of the University while also reinforcing the mixed-use character of the larger study area. The vitality of this innovation zone will increase through adding new mixed-use residential development along Evans, so it will be important to coordinate private development in the areas situated between the Millennium Campus and Evans Street.

AREA FIVE: PDR AREAS

Market analysis suggests an opportunity to support places for advanced manufacturing and next-generation maker spaces. Some of these Production, Distribution and Repair (PDR) businesses would incorporate storefronts where people can buy products made on site. Local stakeholders have expressed an interest in developing joint facilities in this area for ECU, Pitt Community College, local economic development offices and private businesses. Specifically, these institutional partners are exploring options for locating that joint facility on the former Imperial Warehouse site. The City of Greenville is using a \$400,000 brownfields clean up grant from the U.S. Environmental Protection Agency to prepare the site for redevelopment.

AREA SIX: EVANS CORRIDOR

Evans Street is a major gateway/thoroughfare into Greenville connecting ECU, the Study Area and the Uptown District. Because of its high visibility and role as a "connector" between key districts in Greenville, it is important to create buildings that have multiple stories and a mix of uses that help create a vibrant and walkable environment. Ideally, these buildings will also include mid-block structured parking hidden from the street. These blocks situated between Evans Street and the future Millennium campus are a prime redevelopment opportunity which will connect this new campus with ECU's main campus and other areas of Greenville.

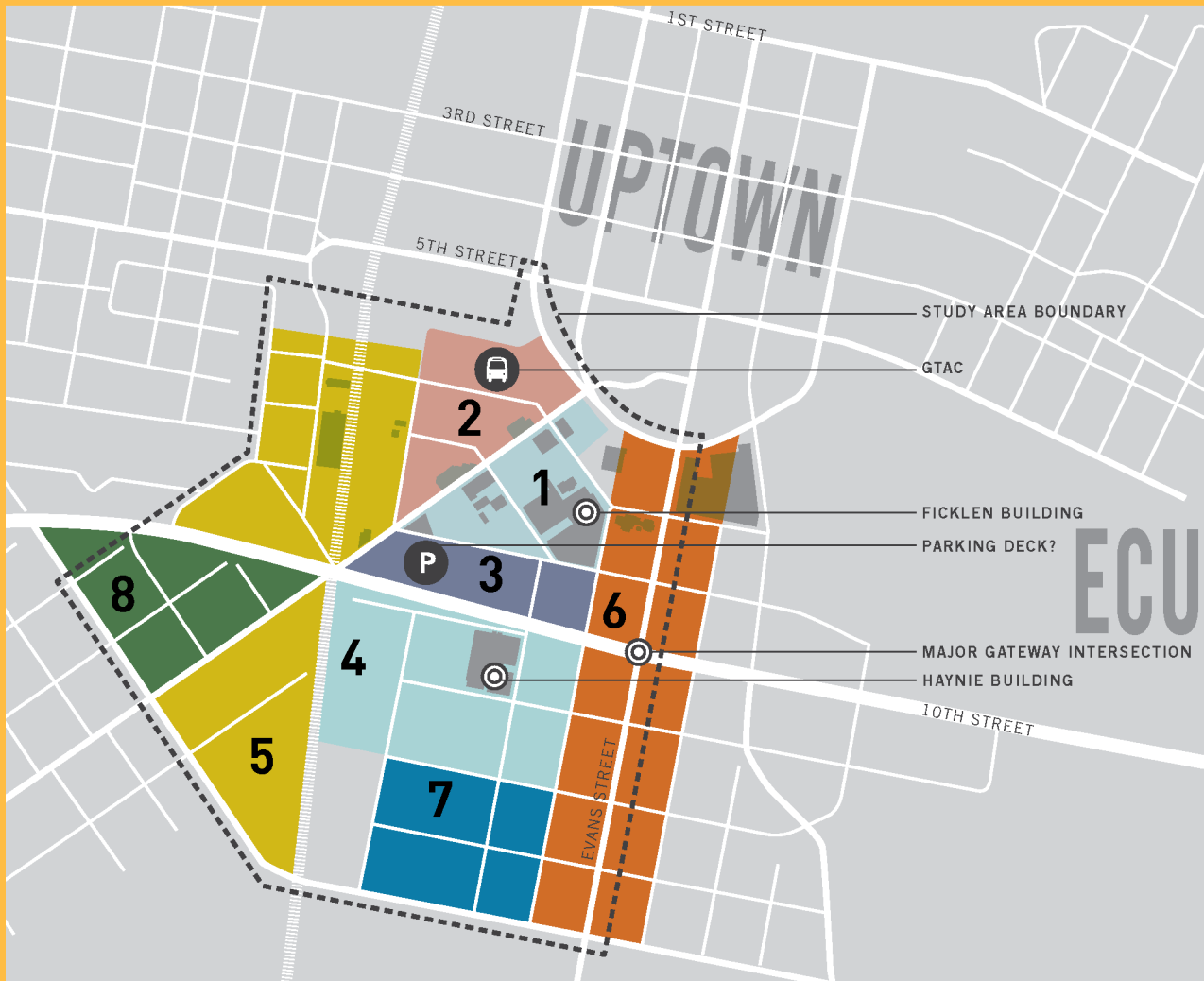
AREA SEVEN: BUNGALOW DISTRICT

This well-maintained, single family neighborhood features numerous detached houses that offer additional residential options that would complement the proposed multi-family residential units planned in other parts of the study area. The Dickinson Avenue Corridor plan leverages a fairly healthy part of the city with minimal public investment.

AREA EIGHT: ATHLETICS / RECREATION ZONE

The current residential neighborhood in this sub-area is in decline and will likely be further stressed by the construction and operation of the elevated 10th Street Connector overpass. While future redevelopment plans for this area must remain flexible and sensitive to the needs of existing populations, this sub-area may be appropriate for athletic facilities and similar uses. Possible options in this sub-area include a downtown-style ballpark using the entire site or a mixed-use district anchored by multi-facility athletics/recreation uses like the West Greenville Basketball Complex, along with compatible restaurant(s)/food vendor(s).

EIGHT DISTINCT SUB-AREAS



Legend

- AREA ONE: HISTORIC BUILDING INFILL
- AREA TWO: ARTS DISTRICT AND TRANSIT
- AREA THREE: 10TH STREET THRESHOLD
- AREA FOUR: INNOVATION ZONE
- AREA FIVE: PDR AREAS
- AREA SIX: EVANS CORRIDOR
- AREA SEVEN: EXISTING RESIDENTIAL NEIGHBORHOOD
- AREA EIGHT: ATHLETICS / RECREATION ZONE

URBAN DESIGN - THE DEVELOPMENT CORE

All of the Dickinson Avenue study area cannot be transformed at once – it is important to focus efforts into key areas where real estate development interest is highest and the potential for catalytic redevelopment is more favorable. Investments in the development core (Zones 1 and 2 above) as well as in the ECU Warehouse Campus (Zone 4 above) have the potential to generate highly positive economic development impacts further down Dickinson Avenue and more generally, in West Greenville. The development core is a great opportunity to incorporate affordable housing that is in close proximity to the future transportation center, employment centers, and other amenities. The community can leverage private investments in the development core by moving and/or realigning streets, building additional public parking structures, investing in vibrant public spaces (additional parks, plazas and streetscapes), and supporting the preservation and conversion of existing historic buildings into new innovation and manufacturing spaces, residences and offices.

MIXED USES

A more vibrant urban core for Greenville should include housing, office and research combined with ground-floor uses like retail and residential amenities (such as meeting spaces, fitness facilities and lounges). Other desirable amenities include restaurants, cafes and coffee shops. Residential types should provide both student and more importantly, non-student residential and it is critical to achieve the right balance between the two. Rather than focusing exclusively on demand for a large amount of student housing units, the community should seek to carefully balance this provision with young professional and empty nester housing.

COMPACT, WALKABLE FOOTPRINTS

The vision elements and plan recommendations of the Dickinson Avenue Corridor Study will promote an urban character that encourages pedestrian links between other districts in the City such as Uptown Greenville and ECU. Walkability depends both on providing a varied mix of uses where multiple needs can be accommodated and on providing a pleasant pedestrian experience. New and existing buildings must work together to support pedestrian activity. Whenever possible, existing buildings should be redeveloped—and if appropriate, integrated into larger developments that balance their distinctive character with larger modern structures that reflect today’s marketplace. Depending on the size of existing blocks, parking may not be fully accommodated on site—drivers may need to park in structures one or two blocks away.

Existing streets like Dickinson Avenue have a narrow right of way making it difficult to adequately accommodate vehicular movement, on-street parking and pedestrians. In this particular case, on-street parking may not fit in the Dickinson Avenue redesign so that wider sidewalks and street furniture can improve the public realm.

DEVELOPMENT GUIDELINES

The master plan for the Dickinson Avenue Corridor will recommend an overlay district in the Development Core. Development regulations in the overlay district would limit certain uses at key intersections and along important corridors that would compromise or hinder the goals and objectives of the master plan. Establishing form-based design guidelines or development guidelines will help to promote the community’s vision for this the development core. The specificity of these guidelines can be guided by the community and may not prescribe architectural details but would address building height, forms, volumes, entrances, and setbacks. The goal is to help in creating active streets and public/private spaces.

COMMUNITY-BUILDING INFRASTRUCTURE

The Dickinson Avenue Corridor in general, and the planned Millennial Campus specifically should provide public, highly-visible, “programmed” event spaces and amenities including collaboration lounges, food and drink establishments, retail and WiFi. These elements will provide both an on- and off-site student draw and create prominent venues for regional innovation activities.

ENHANCED MOBILITY + CONNECTIVITY

This new district will build off of the proposed GTAC, focusing early residential developments nearby. The GTAC will also benefit from a reorganized street grid that improves wayfinding and connectivity to other areas of the City. In addition, it reinforces that walking and riding bicycles are important ways to get around the city. Facilities for bicycles should be enhanced such as additional bicycle lanes and bicycle parking. To encourage more pedestrian activity, streetscapes should consider design options such as providing trees, street furniture and adequate lighting to make pedestrians safe and comfortable.

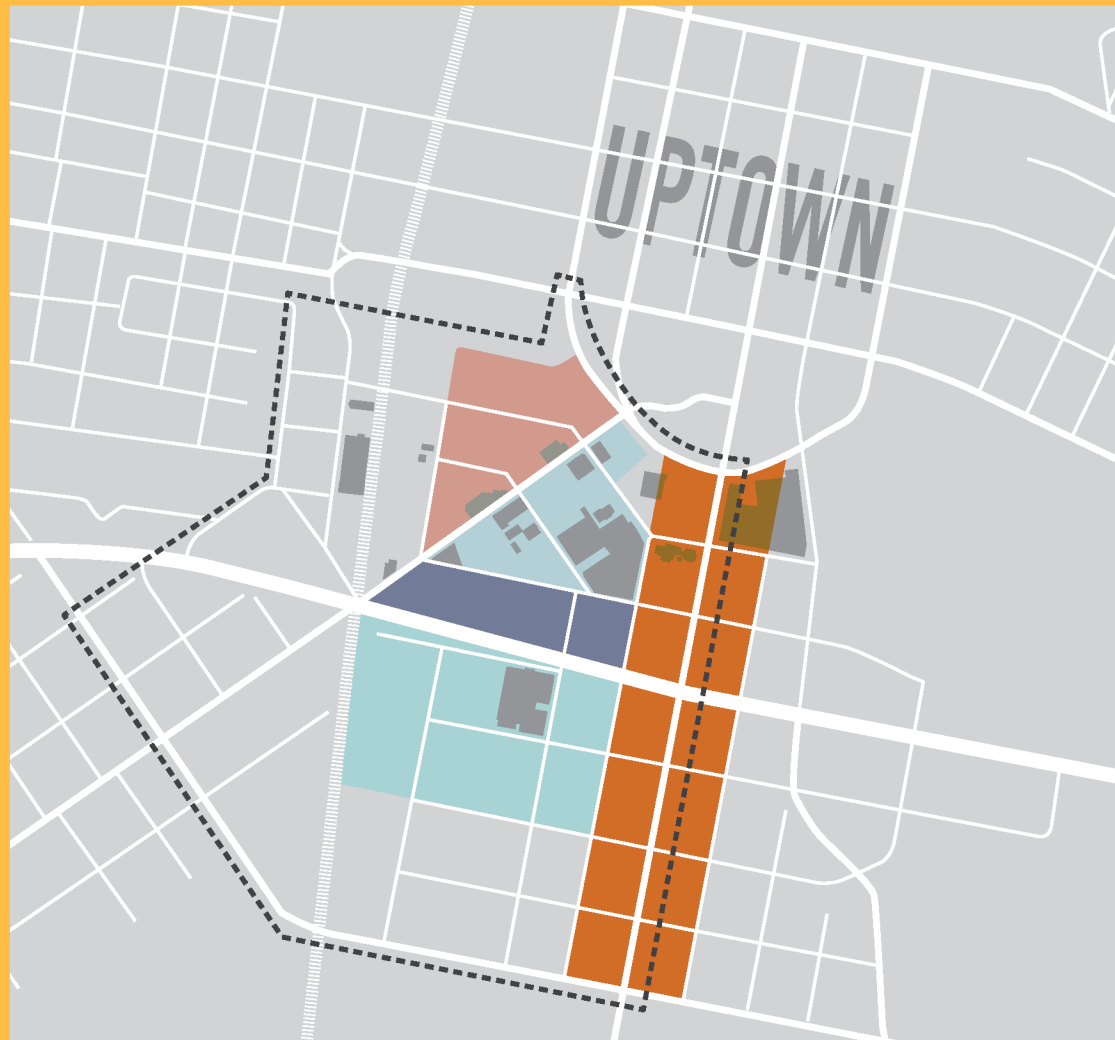
COMPELLING PUBLIC SPACES

This new area of Greenville will include many public spaces and amenity spaces that will create a strong identity for the Dickinson Avenue Corridor. Streets will also act as “linear parks” and therefore be updated with new streetscapes.

PARKING STRATEGY

Existing streets and blocks present several design challenges that need to be addressed. For instance, it may be difficult to collocate adequate parking spaces on each block given certain development programs like office or residential. In addition, proposed development will add pressure to existing parking resources including existing on-street parking and public lots. In the case of Dickinson Avenue, upcoming streetscape improvements will eliminate on-street parking to create wide sidewalks and street furniture. A plan for off-street parking for Greenville is needed to maximize the efficiency of this public resource.

FIVE SUB-AREAS MAKE UP THE DEVELOPMENT CORE



Legend

- AREA ONE: HISTORIC BUILDING INFILL
- AREA TWO: ARTS DISTRICT AND TRANSIT
- AREA THREE: 10TH STREET THRESHOLD
- AREA FOUR: INNOVATION ZONE
- AREA SIX: EVANS CORRIDOR

Item # 11



URBAN DESIGN ASSUMPTIONS AND CONDITIONS

- » Areas of the street grid in the study area will need to be redesigned in order to improve wayfinding, better integrate the GTAC and create larger development parcels that are more attractive to contemporary residential builders;
- » The proposed GTAC will be a “game changer” for the City of Greenville; however, it will need to be designed to be inviting in order to encourage its use;
- » The existing historic buildings in the study area offer a tremendous resource giving Greenville’s revitalized urban core an authentic, historic character;
- » The Study Area is really four areas due to the physical barrier of the train tracks and proposed 10th Street Connector;
- » Dickinson Avenue as it passes under the 10th Street Connector is a critical connection point;
- » The speed of cars traveling on the 10th Street Connector will have a serious impact on pedestrian connectivity. Traffic calming along 10th Street should be addressed with the North Carolina Department of Transportation through the 10th Street Corridor Safety Study that the City and ECU are currently working on for 10th Street east of Evans;
- » The entire study area cannot be transformed at once, so it is important to focus efforts on certain areas that will spur change and future transformations; and
- » The intersection at 10th Street and Evans Street will be a prominent intersection, and Evans is an important gateway leading into the Uptown District. It is important to activate these areas with dynamic mixed-use, multiple story development that includes structured parking.

MARKET OVERVIEW

The private market in Greenville for tech and other small businesses may be slow and incremental to develop. The initial offering should include 8,000 to 10,000 square feet for small businesses with a sliding rent structure appropriate to the company's stage of development. Over time as businesses mature and grow, demand will be created for larger spaces of 3,000 to 10,000 square feet, which could be accommodated in one- and two-story multi-tenant buildings of 10,000 to 20,000 square feet.

The plan must be flexible to respond to the needs and opportunities created by small businesses, including many that do not yet exist. Redevelopment will occur over a period of 15 to 30 years, during which the economy will continue to shift and evolve, creating new businesses and even new industries.

Public investment will be needed to set the stage and support private development. Public/private partnerships should be used to beautify the district and preserve the historic buildings that give the district its character. Land assembly and/or provision of public land for development also may be necessary.

MARKET ASSUMPTIONS AND CONDITIONS

- » A joint facility in the study area that includes East Carolina University, Pitt Community College, county/city economic development offices and private businesses.
- » Future office, workshop and laboratory spaces to accommodate small technology and other businesses.
- » There is a current demand for 200 to 400 units of private-sector student housing.
- » There is a current need for a mix of smaller residential developments (30 to 50 units each) aimed at young professionals and empty nesters, including loft apartments, rental apartments, rental and for-sale townhouses and small-lot single-family units on the periphery.
- » A mix of restaurants, cafés, art galleries, studios and antique stores focused in first-floor retail spaces on Dickinson Avenue and Evans Street, targeting non-student uses could be supported by additional residential development.

FINANCING STRATEGIES

The City has a number of opportunities to utilize proven financial and economic models to not only encourage, but to facilitate the redevelopment of existing historic buildings within the study area. Specifically we have focused our efforts on analyzing the potential for repurposing the historic Haynie Building and the land that supports the area owned by East Carolina University, as well as the other historic buildings in the study area including the Imperial site and the UNX Ficklen Warehouse building.

When owners of smaller buildings witness the larger institutions and the City making investments in their area it builds confidence and a desire to participate in the revival of a commercial district. This is why we encourage a concerted effort to develop at least one signature project in an expeditious time frame.

FEDERAL HISTORIC TAX CREDITS

The use of Federal Historic Tax Credits can reduce construction costs by as much as 20%, and all of the properties over 50 years old within the study area are potentially eligible.

NORTH CAROLINA MILL CREDIT

While the North Carolina Mill Credit expires at the end of 2014, there is an opportunity to “reserve” the ability to use that process which could reduce construction costs by as much as 40%. This Mill Credit reservation is strongly recommended for action by the owners of eligible buildings within the study area.

NEW MARKET TAX CREDIT

New Market Tax Credits are also available on a competitive basis for projects that achieve other private funding sources and still have a need for “gap financing.” New Market Tax Credits generally pay for 15 percent of project costs. There is a very good chance for the City to play a role in defining a development project that would rate favorably for this financing tool.

AFFORDABLE HOUSING TAX CREDIT

Applications for affordable housing tax credit projects in close proximity to the GTAC and other amenities in the Development Core are likely to receive higher scores in housing suitability models. The City of Greenville should work with developers to acquire low-income housing tax credits through the North Carolina Housing Finance Agency. In addition, the City should budget some federal dollars to assist in gap funding for such a development.

OTHER INCENTIVES

Local incentives can also play a valuable role in encouraging owners of underutilized buildings to invest private capital in renovation projects. We would recommend the consideration of Local Economic Development Grants that are based on financial rewards to developers after they have invested required private capital and produced significant new tax revenue for the City.

These types of grants do not cost the City “up front” or existing funds, rather they are funded by the use of future new revenue generated by projects that “but for” this incentive would not be built.

There is also opportunity for new development within the corridor and by incorporating the research conducted by PES we have determined a mix of uses including institutional, retail, commercial office, and market rate and student housing that can be developed. The City can play a major role in real estate development projects by offering the same kind of “reimbursement” grants offered to existing building rehab projects. These incentives would again be funded by the future local tax revenue of approved projects, and would not be a drain on existing general fund dollars. Through the adoption of land use and regulatory policies suggested throughout the body of this study, the private sector will gain confidence that the Dickinson Avenue Corridor is a place that is valued by the City, and is an area that is worthy of appropriate risk and financial investment. The combination of new development coupled with the repurposing of the corridor’s existing building stock will create a healthy mix of space that can meet many different budgets and uses.

To assist in the funding of much needed public improvements throughout the corridor, and also encourage public-private partnerships, a number of funding vehicles can be used. Business Improvement Districts can provide a dedicated and stable revenue stream by collecting tax revenue generated within an agreed upon geographic area for the purpose of returning that revenue to the district in the form of physical improvements or marketing of the area. When property owners see their tax dollars at work to their direct benefit they generally are supportive of those tax levies. Tax Increment Financing is another proven method to generate funding for public improvements as a result of new tax revenue being generated from either a private development or public-private partnership. Again, the revenue stream is well defined and both the private developer and the City know what type, use and quality of development they are participating in through a negotiated agreement. As mentioned previously related to grant administration, economic development authorities or similar quasi-government entities are the appropriate agencies to represent the City’s best interests and enter into these types of agreements. The use of General Obligation Bonds (GOBs) is perhaps the most widely utilized and most traditional financial tool for cities to pay for long term public improvements. These bonds give the City complete control over the individual elements being paid for and constructed by them, but their use in this corridor should be considered with an eye towards being a catalyst for private sector investment and new revenue and job creation activities.

Item # 11

MARKET OPPORTUNITIES

Dickinson Avenue development opportunities include:

- Joint facilities developed for East Carolina University, Pitt Community College, economic development offices and private businesses;
- Office, workshop and laboratory spaces to accommodate small technology and other businesses;
- 200 to 400 units of private-sector student housing;
- A mix of smaller residential developments (30 to 50 units each) aimed at young professionals and empty nesters, including loft apartments, rental apartments, rental and for-sale townhouses and small-lot single-family units on the periphery; and
- A mix of restaurants, cafés, art galleries, studios and antique stores focused in first-floor retail spaces on Dickinson Avenue and Evans Street, targeting non-student uses.

The private market of tech and other small businesses will be slow and incremental in its development. The initial offering should include 8,000 to 10,000 square feet for small businesses with a sliding rent structure appropriate to the company's stage of development. Over time as businesses mature and grow, demand will be created for larger spaces of 3,000 to 10,000 square feet, which could be accommodated in one- and two-story multi-tenant buildings of 10,000 to 20,000 square feet.

The plan must be flexible to respond to the needs and opportunities created by small businesses, including many that do not yet exist. Redevelopment will occur over a period of 15 to 30 years, during which the economy will continue to shift and evolve, creating new businesses and even new industries.

Public investment will be needed to set the stage and support private development. Public/private partnerships can be used to beautify the district and preserve the historic buildings that give the district its character. Land assembly and/or provision of public land for development also may be necessary.

INITIAL DEVELOPMENT

In the near-term, development will need the participation of area institutions to anchor the projects and support their financing. Such projects, in conjunction with good public spaces, will help to create the pedestrian environment and vitality that will attract additional users and residents to the district. That vitality, in turn, will improve market demand and rents, readying the area for private investment. A key short-term opportunity is renovation and reuse of the Haynie Building, an historic tobacco warehouse owned by ECU. ECU could occupy much of the building, making excess space available for small technology and other businesses. Pitt Community College has expressed an interest in renting classroom and workshop space in the district as well. ECU's new dance studio in the historic warehouse district also will help to activate the area. Such activity improves personal safety with additional "eyes on the street" and creates support for additional ECU uses on the Millennial Campus.

While student housing offers the potential for large full-block redevelopment, much of the area's development will occur incrementally as individual artists, entrepreneurs and developers renovate existing buildings or build new structures.

With an emphasis on the arts and other creative uses, Dickinson Avenue can solidify and enhance its unique role as a focus for the creative areas. The clustering of similar uses will support and enhance each other as the area gains a reputation as a funky, creative neighborhood. It will be important to maintain that cluster into the future with strategies and investments that allow existing artists to remain and attract additional cultural activities. This will likely require near-term acquisition of key buildings for arts uses and/or below-market financing to help artists purchase and renovate space in the district.

02

Item # 11

APPROACH

PLANNING GOALS

MAJOR ISSUES

4 KEY ACTION AREAS

DICKINSON AVENUE

GTAC TRANSIT-ORIENTED DEVELOPMENT

10TH STREET CONNECTOR

HAYNIE BUILDING

PLANNING GOALS

1 BUSINESSES + JOBS

Businesses...Office & Medical...Emerging Industrial Maker Space

2 DOWNTOWN RESIDENTIAL

A Broad Mix of Residential - Non-Students

3 TRANSIT-ORIENTED DEVELOPMENT

Leverage GTAC, Pedestrians, Bikes & Transit

4 CONNECTIONS + PUBLIC SPACE

Range of Pedestrian-Friendly Areas - Great Room - Walkability



Item # 11

MAJOR ISSUES

DISINTEGRATION

A HIGHLY DISINTEGRATED AREA...



Item # 11

INTEGRATION

...BECOMES A VITAL, HIGHLY COHERENT DISTRICT



Item # 11

PROPOSED SITE WITH HIGHER DENSITIES



Develop key commercial—nightlife corridors that will generate pedestrian traffic, daytime & nighttime activities.

Develop transformational stretches of Reade Circle and 10th Street that link Evans and Dickinson retailers.

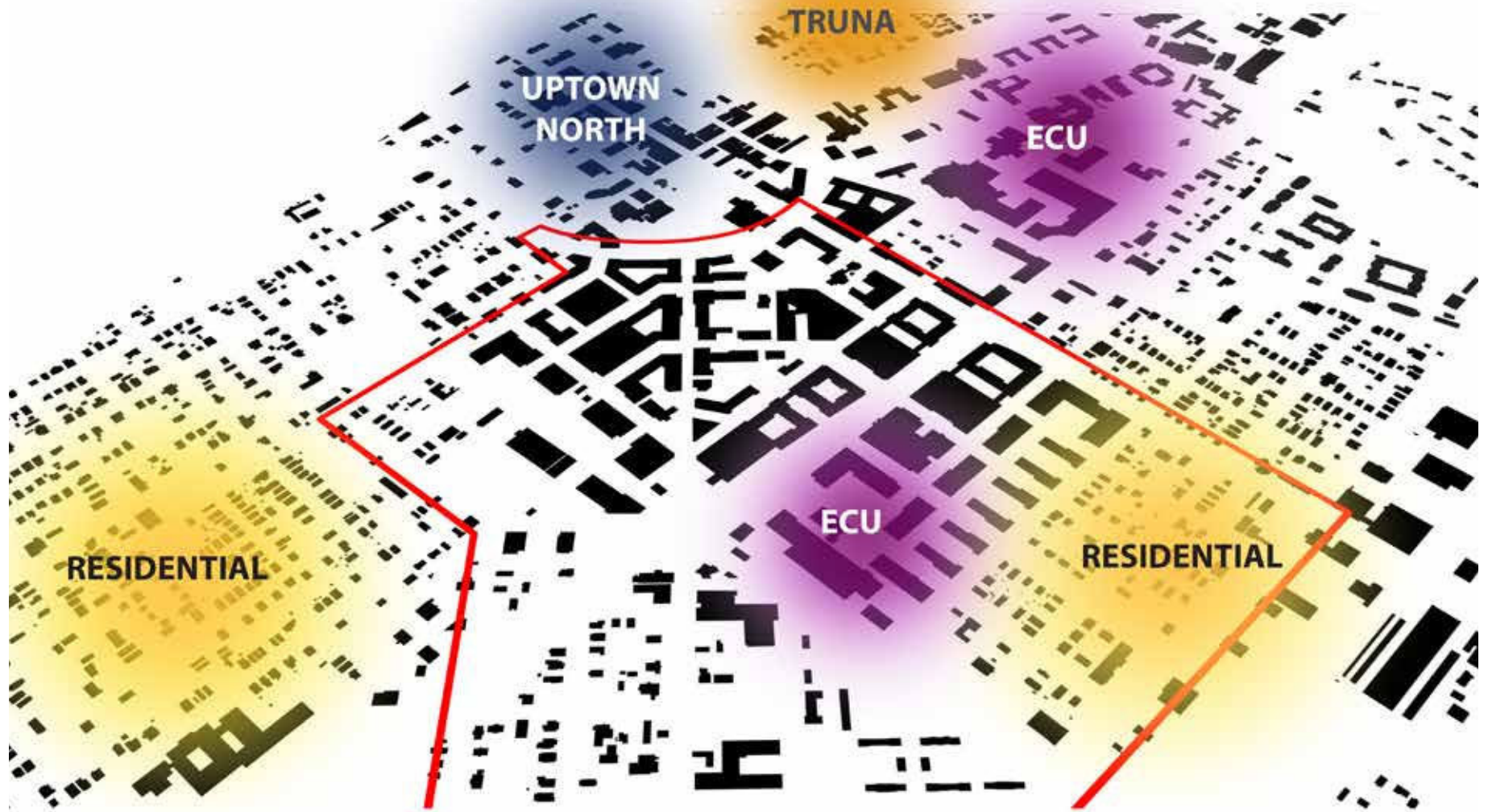
NEW STREETLIFE CORRIDORS REINFORCE UPTOWN & ECU



Item # 11

KEY SITE ADJACENCIES

...AND CONNECT ALL OF CENTRAL GREENVILLE



Item # 11

CONNECTIVITY

The new street pattern significantly improves cross-town connections and accessibility. New East-West streets will promote connections between new development sites, uptown and ECU.

NEW STREET GRID MAXIMIZES CONNECTIONS



Item # 11

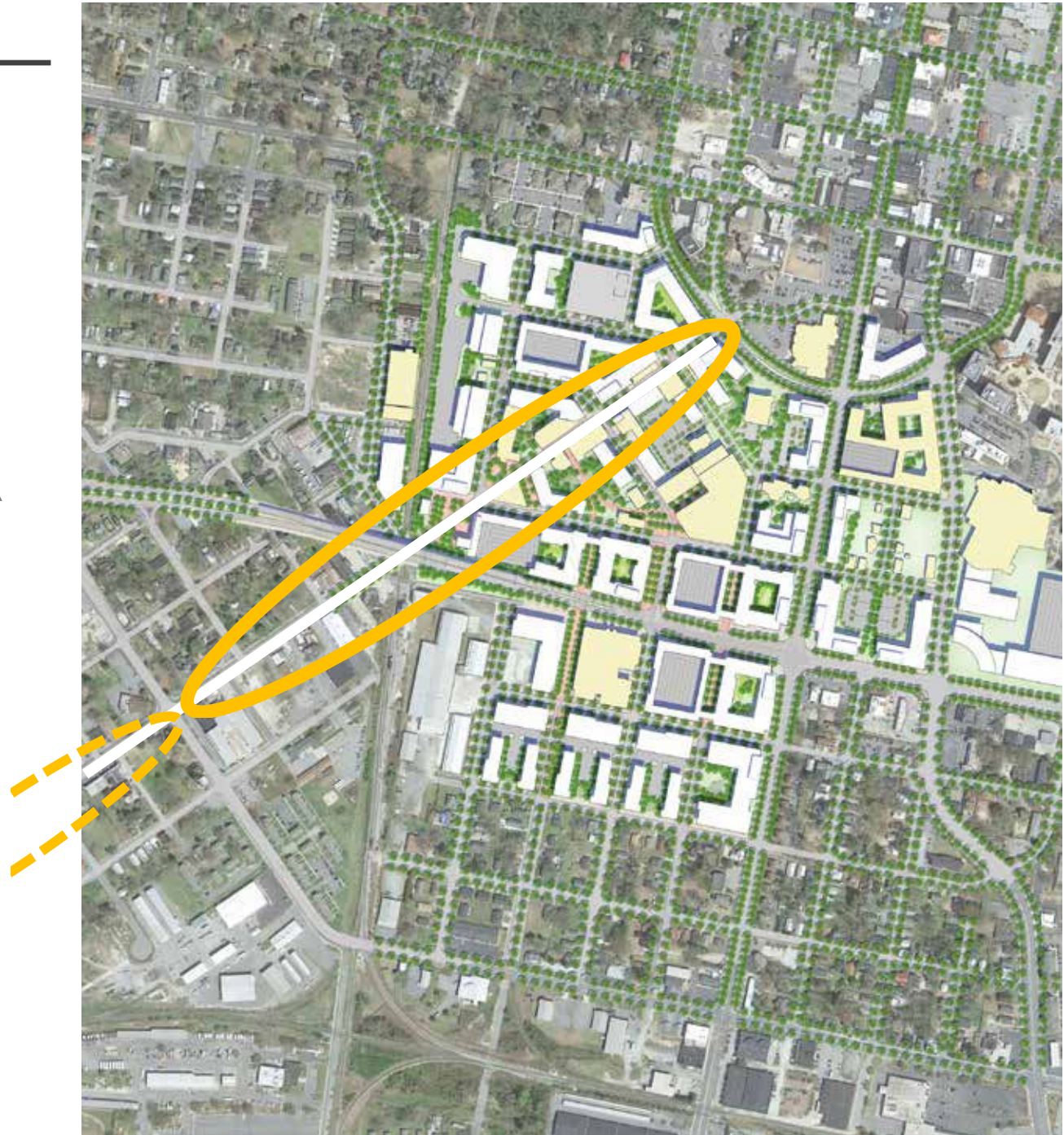
ACTION AREA

DICKINSON AVENUE

A CRITICAL GREENVILLE GATEWAY & PLACEMAKER

Conceive Dickinson as a vital historic thoroughfare lined with shops and galleries that maintain the city's small town character and feel.

Highlight the arts as a critical part of Dickinson's identity.



ACTION AREA

DICKINSON AVENUE

A DISTRICT WITH UNIQUE, AUTHENTIC CHARACTER

Activate Dickinson Avenue with mixed-uses and ground floor retail and cafes

Add New Streetscape including Trees and Brick Pavers

Design the Narrow Roadway to Encourage Pedestrians with wider sidewalks and streetscape amenities, including outdoor seating, street trees, and planters

Work with Property Owners to incorporate Pocket Parks and Outdoor Spaces into existing building fabric and new infill construction



Item # 11

ACTION AREA

DICKINSON AVENUE

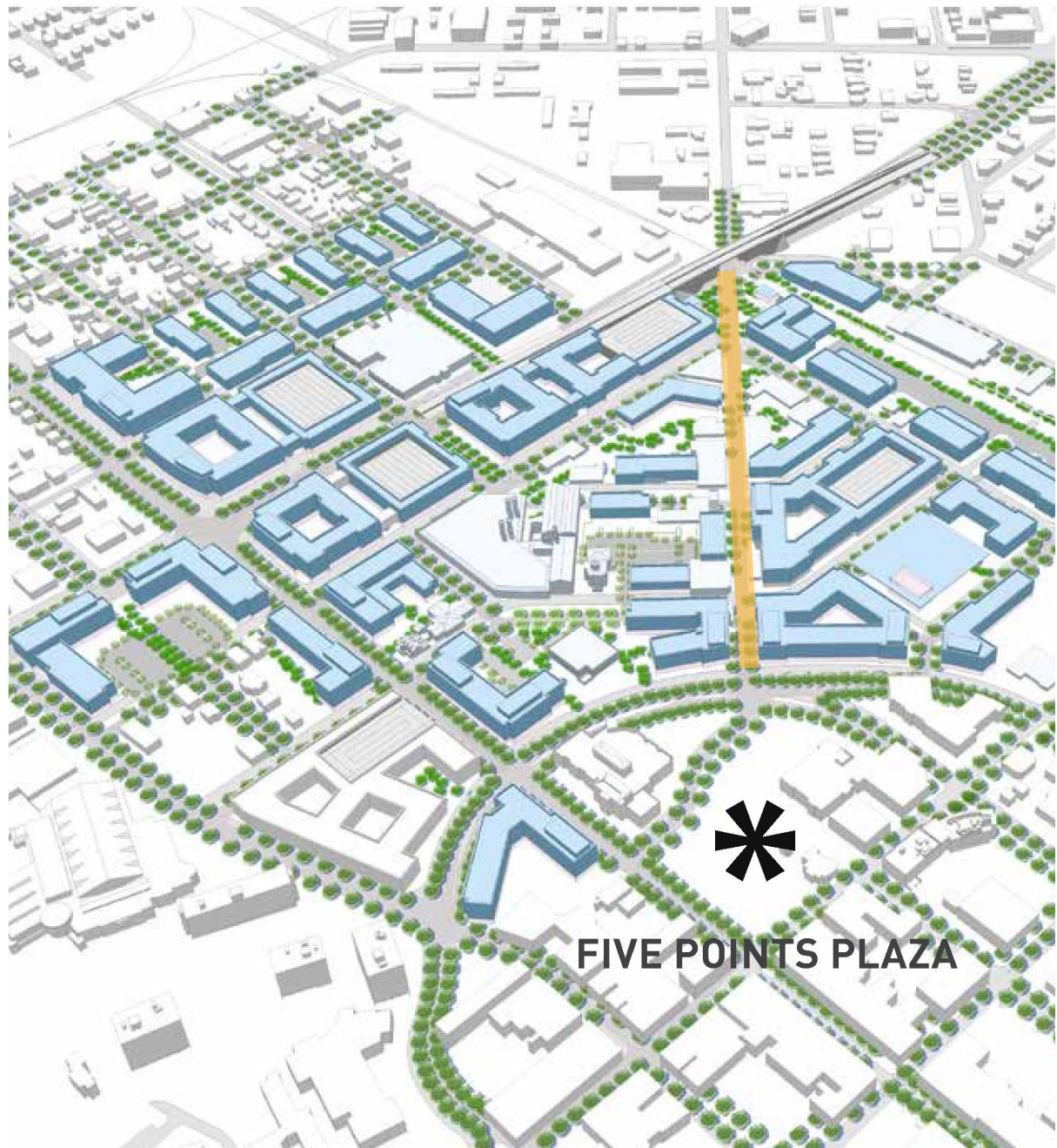
A CRITICAL GREENVILLE GATEWAY & PLACEMAKER

Dickinson Avenue will no longer be a vehicular thoroughfare; it will become a destination place and pedestrian gateway

Incorporate human-scaled design on Dickinson Avenue's narrow rights-of-way: "Main Street"-style infill, courtyards and Pocket Parks, street cafes and semi-covered spaces

Foster Mixed Land Uses including Office, Residential, Retail and Advanced Manufacturing to encourage 24-7 Activity

Preserve and reuse Historic Structures and encourage contemporary but compatible infill that embraces Dickinson Avenue's history, the artistic vibe of the neighborhood, and the Arts & Innovation District economic and cultural activities.



Item # 11

ACTION AREA

DICKINSON AVENUE

A PLACE FOR ALL

Dickinson Avenue can become a unique gathering place that embraces Greenville's heritage, diversity, and eclecticism. The street-side cafes and courtyards will evoke traditional southern charm, while the art galleries, brew pubs, and work/lounge cafes will bring a new energy.

In addition, a variety of housing options from market rate to affordable housing would attract individuals and families at various stages of the life cycle.



Item # 11

ACTION AREA

GTAC TRANSIT-ORIENTED DEVELOPMENT

PLACES FOR GROWING JOBS AND RESIDENTS

This portion of the study area provides excellent opportunities for a variety of workplaces: small-scale commercial/retail along Dickinson and a series of maker-production spaces adjacent to the rail corridor.



Item # 11

ACTION AREA

GTAC TRANSIT-ORIENTED DEVELOPMENT

NEW STREETS TO CREATE MARKET READY SITES

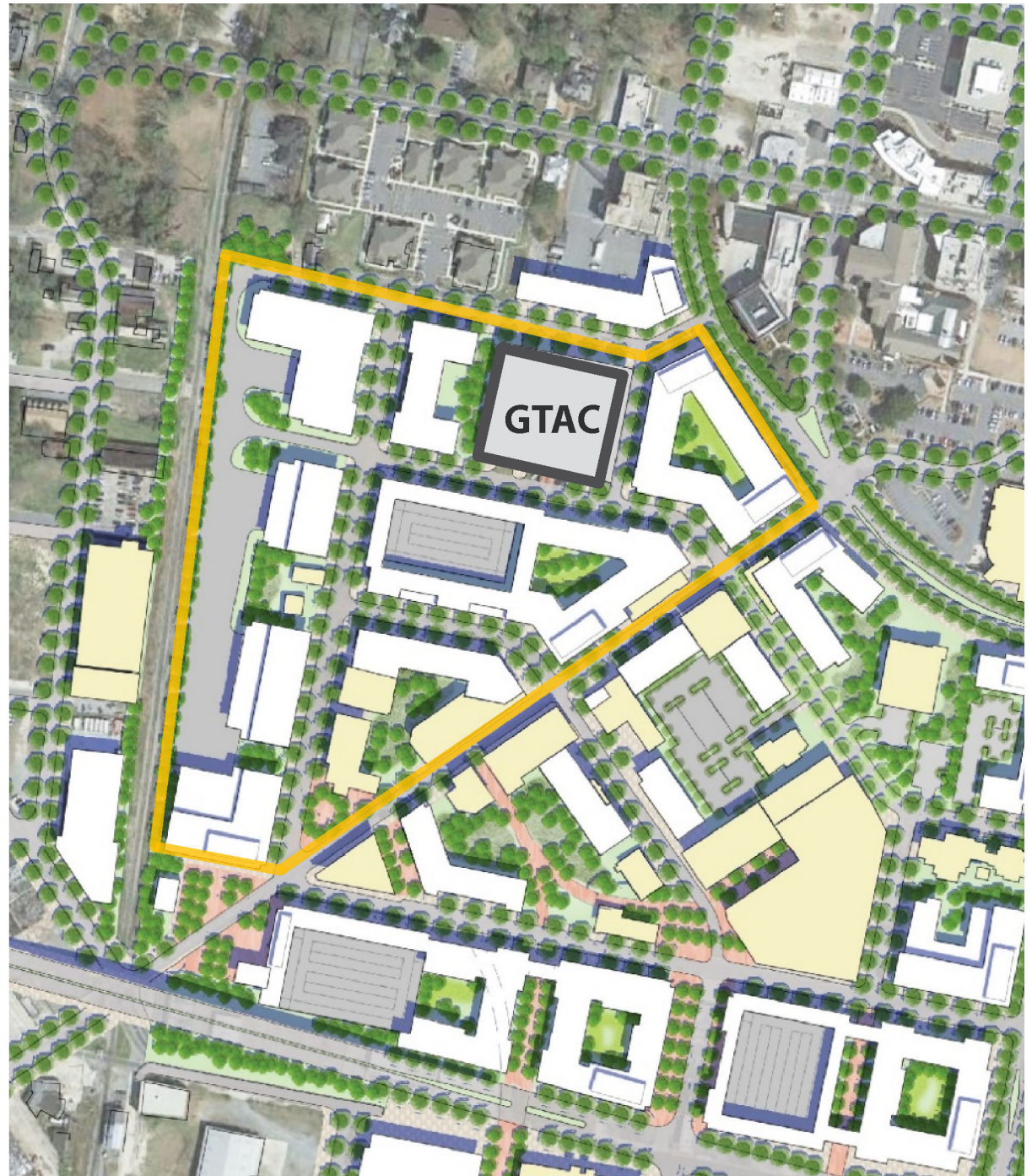
Embrace and Support the Transit Infrastructure – Plan for Residential Development Immediately Adjacent to the GTAC

Balance Student and Market-Rate Housing

Coordinate Transit between Greenville and ECU

Realign Streets to Improve Wayfinding and Connectivity

New Street Layout Creates Land Parcels Appealing to Development



Item # 11

ACTION AREA

GTAC TRANSIT-ORIENTED DEVELOPMENT

NEW STREET ALIGNMENTS REINFORCE THE GTAC

Reconfiguring the streets around the GTAC will better integrate the facility into Uptown Greenville.

The new grid will enhance connectivity and visibility--allowing this area to become a true transit-oriented development.



Item # 11

ACTION AREA

10TH STREET CONNECTOR

THE NEW CITY GATEWAY

10th Street will become a transformational "Front Door" to ECU and uptown.

The buildings along 10th and Evans should be designed as a coherent district that reinforces this gateway.

The 10th Street corridor will need to balance a strong vehicular thoroughfare but remain pedestrian friendly with particular care taken with intersections and crosswalks.

The city should work with NC DOT to determine slowing car speeds along the 10th Street corridor.



ACTION AREA

10TH STREET CONNECTOR

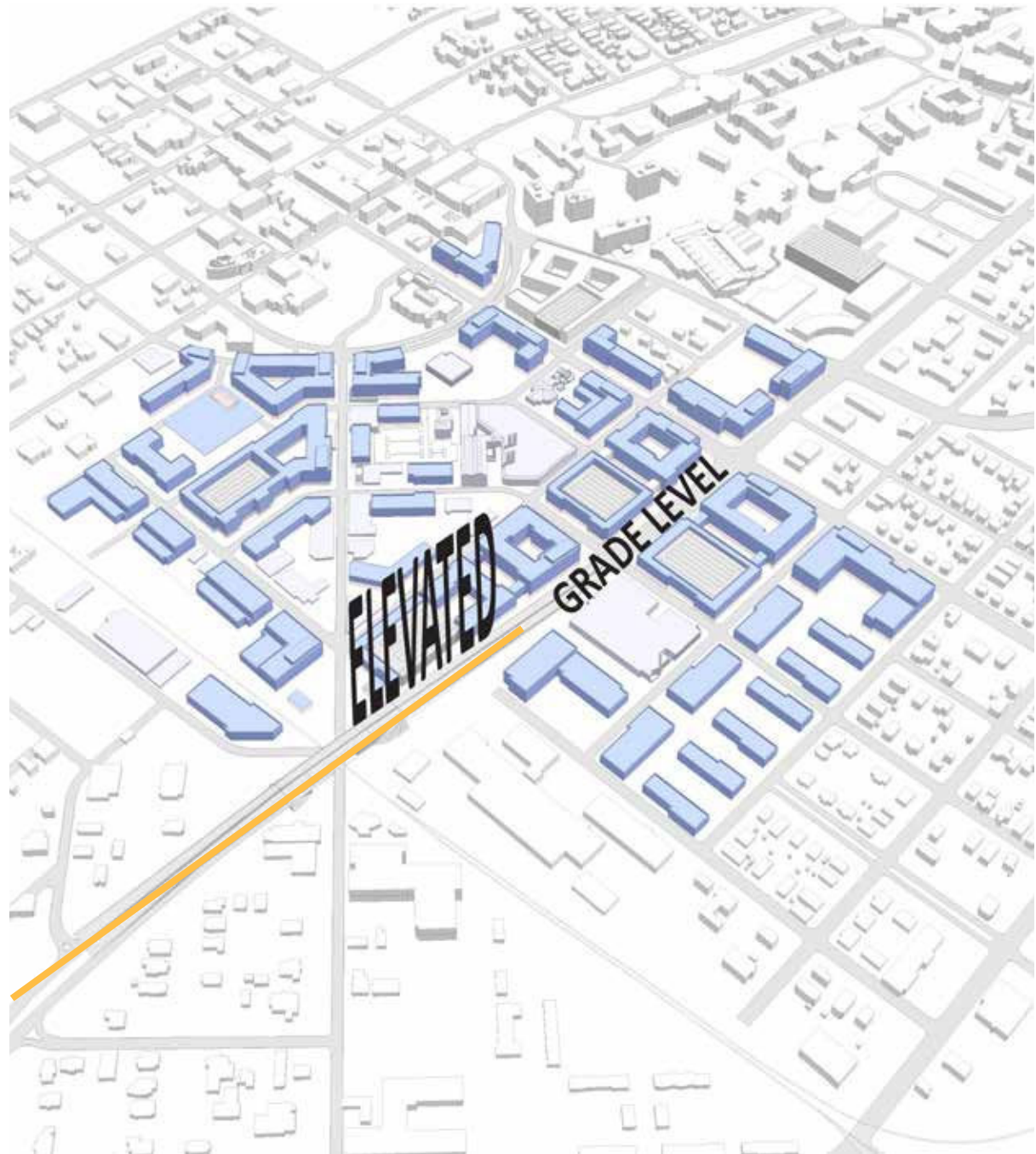
ENHANCING ELEVATED STREET

North Side of 10th Street – Work with the Elevated Street by using the road abutment as a logical place to locate consolidated parking facilities

Create street sections that are defined by building edges but set back to accommodate planters and landscaping to invite pedestrian traffic.

Place Building Front Doors along 10th Street where the connector meets grade

Tuck in Parking Deck Along the Elevated Portion of 10th Street



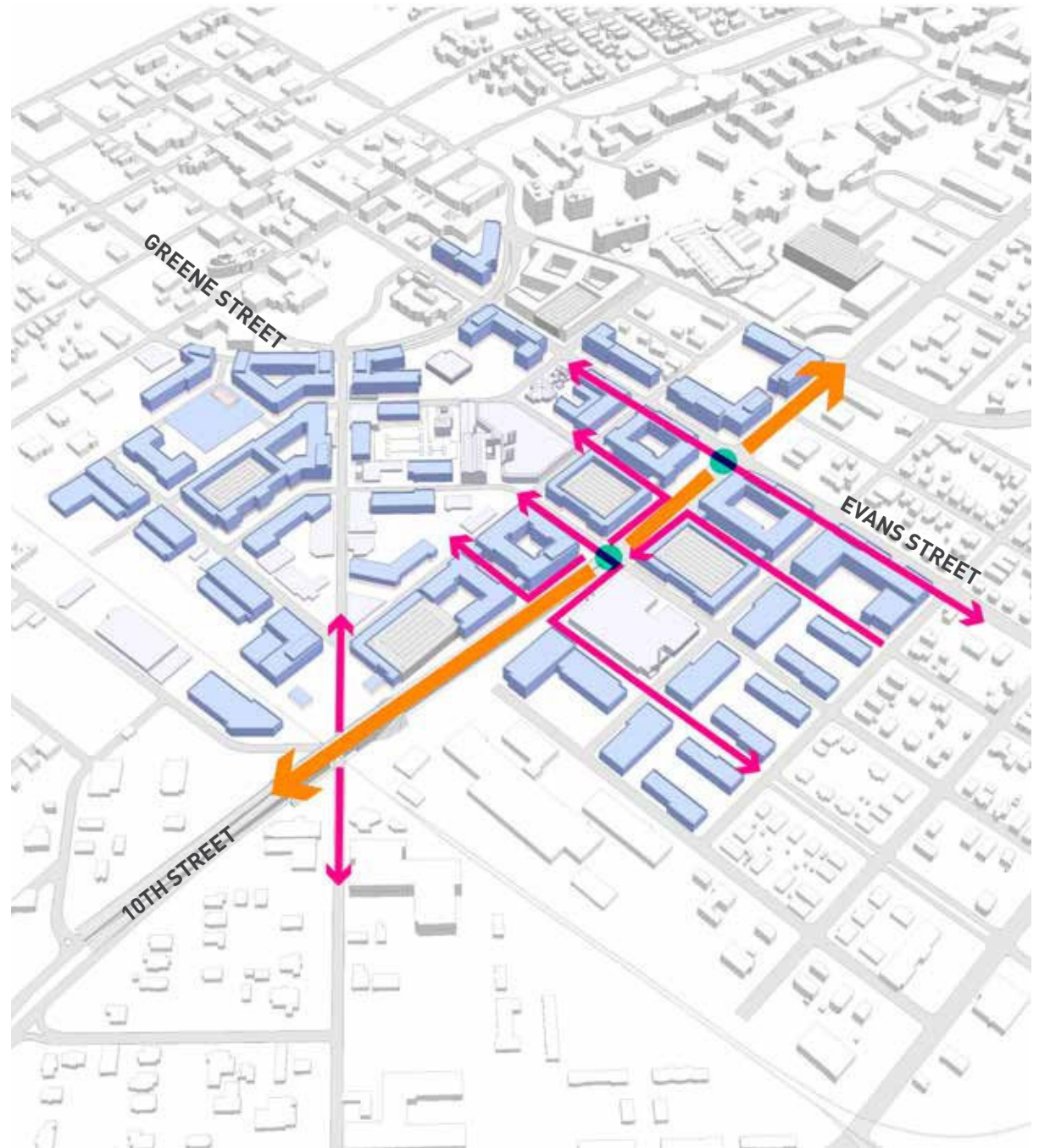
ACTION AREA

10TH STREET CONNECTOR

ADDRESSING PEDESTRIAN ACCESS

Possible Extension of Greene Street Across 10th Street – Currently Not in 10th Street Connector Plan.

It is essential that pedestrians are able to cross 10th Street where the Haynie Building abuts new development sites north of 10th. For the millennial district to thrive, it must be walkable and accessible to uptown and ECU's campus. Each intersection should be designed to promote pedestrian crossings and vehicle speeds must be reduced to increase safety.



ACTION AREA

HAYNIE BUILDING

ANCHORING A KEY HISTORIC DISTRICT

The Haynie Building is a distinctive historic structure that can act as a highly visible front door to ECU's proposed millennium district -- giving it a unique character.



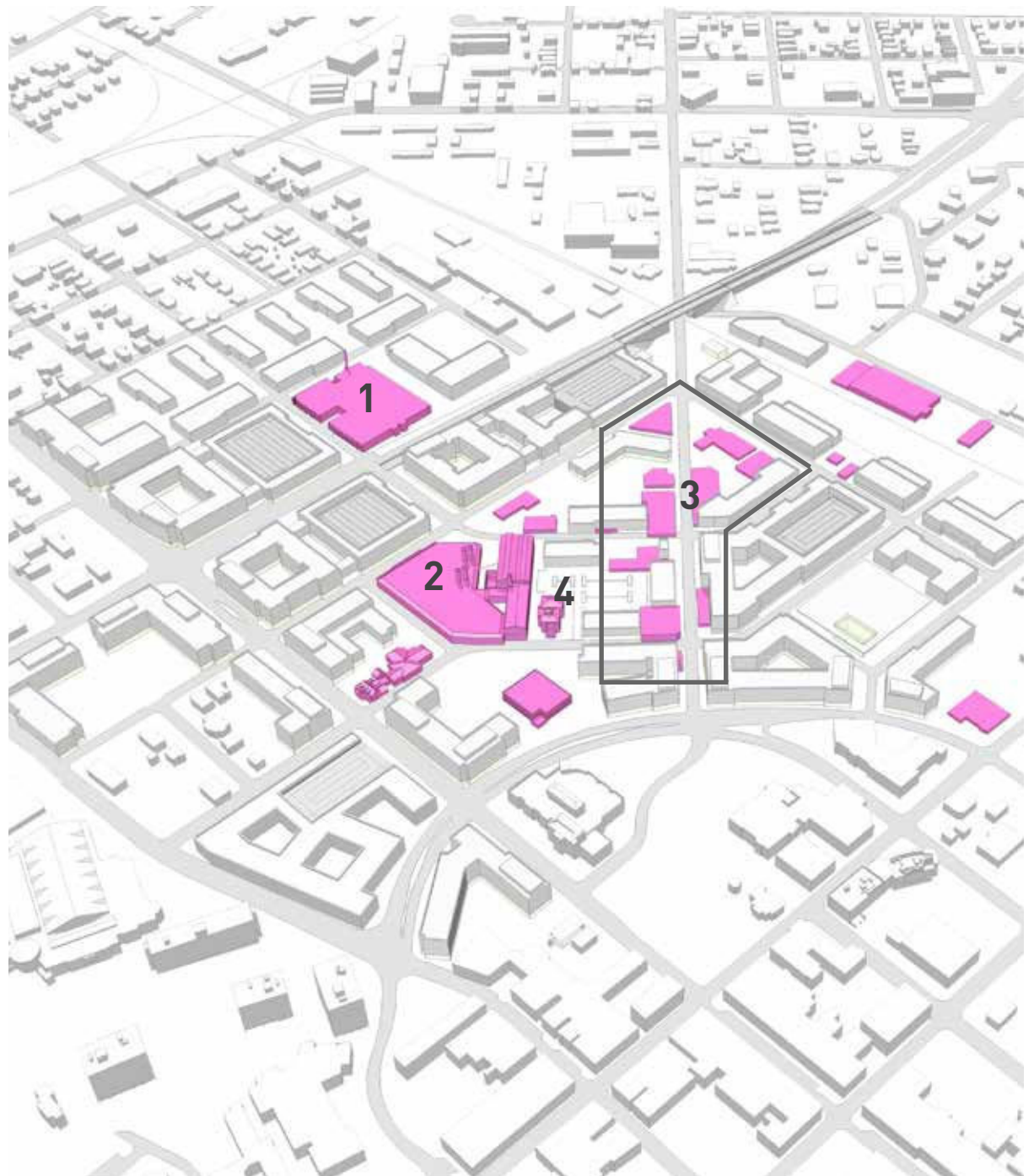
Item # 11

ACTION AREA

HAYNIE BUILDING

LEVERAGING HISTORIC ASSETS

- 1 Haynie Building
- 2 Ficklen / UNX Warehouse
- 3 Dickinson Commercial Buildings
- 4 Cupola



Item # 11

ACTION AREA

ARTS

Arts uses can be a key catalyst for business district and neighborhood revitalization. Artists' creativity and activities can attract others to live and enjoy an area, changing its image and building market support. Many successful revitalization efforts have been launched by the arts; however, the resulting market demand eventually increased building rents and prices to the point that the artists were priced out of the area.

Cities are now taking direct action to preserve artists' access to affordable facilities. In stronger markets with development constraints, cities like Seattle allow greater zoning density for new developments that provide artist studio or live/work spaces at below-market rents. The developers recoup their costs of building the arts space by building additional market-rate space or units. That approach can be successful in markets where well-located land is in short supply and carries high values. That is not Greenville's situation.

Arts preservation strategies are most effective when they vest ownership of buildings in the hands of artists and related non-profit organizations. If an artist or nonprofit owns the building, rent increases are not an issue.

Artist housing can be eligible for subsidies through Low-Income Housing Tax Credits (LIHTC). Jubilee-Baltimore developed the City Arts project with artist live/work spaces using LIHTC and other funding.

Universities can play a role as well. In Baltimore, the Maryland Institute College of Art (MICA), University of Baltimore and Johns Hopkins University (JHU) are collaborating to support the arts community that has clustered in the Station North neighborhood between their three campuses. They created the Central Baltimore Higher Education Collaborative and the Central Baltimore Alliance. As part of renovation of an old theater undertaken by a local affordable housing developer, MICA and JHU are creating a new joint film program and leasing space in an incubator building funded through state historic tax credits, a state grant, a private foundation grant, lease revenue from two restaurant leases, and loans from MICA.

Local and national foundations often invest in arts development projects. ArtPlace America is a "collaboration of leading national and regional foundations, banks and federal agencies committed to accelerating creative placemaking". It awarded 55 grants in 2014 including artist live/work units in Phoenix, cultural plazas along a Bus Rapid Transit route in Oakland, CA, programming to showcase local makers in Macon, GA, a creative business incubator in Chicago, public art along the Charlotte Rail Trail linear park, and arts activations in Greensboro's alleyways and green spaces. The concept of bringing a metal zoo for large or small public functions could activate small areas in an inexpensive way.

The City of Greenville is looking to partner with artist Jonathan Bowling on the "Metal Zoo" project. Using repurposed steel and other recycled metals, Bowling has sculpted dozens of horses and other animals that evoke North Carolina's agrarian past. Many of Bowling's outstanding pieces are currently located on/around Dickinson Avenue locations. Dickinson Avenue and Bowling's sculptures have begun to be identified with each other. The City of Greenville is exploring the prospect of using a NEA Grant to support the creation of a "metal zoo" that would bring together some of Bowling's more prominent pieces from that series of works at one [plaza] location.



03

Item # 11

RECOMMENDATIONS & NEXT STEPS

“PHASE 0”

EVALUATE FULL BUILD OUT / PHASING

KEY PHASE 1 PROJECTS

NEW GREENVILLE VISION

RECOMMENDATIONS

PHASE 0

Identify projects and programs that can be accomplished quickly and with relatively small investment. These projects "brand" the site -- generating interest, visibility, and activity on otherwise vacant sites. This is a great way to raise awareness of the corridor and spark interest in new developments.

METAL ZOO

This dynamic space will create a central plaza that celebrates many showcased artists pieces and serve as a space for themed amenities such as an outdoor lounge, petting zoo for the kids among other activities.

"POP UP SHOPPING" + VILLAGE MARKET

The pop-up shopping and village market will be a vibrant, active place where people can enjoy visiting food trucks, create a space for market vendors and serve as an comfortable outdoor space for causal or organized activities.

"MARK" THE DISTRICT

"Mark" The District would be a program to bring culture and artistic life into the Dickinson Avenue Corridor. The marking of this destination could include branded stamping, a series of artistic and themed bike racks, large public murals and a community art wall for all to share their creative talents.

OUTDOOR AND INDOOR "FLEX" SPACES

These indoor and outdoor flexible spaces will allow for off-the-grid events, arts production and maker's activities. A flexible space could temporarily connect to the Go Science Center which could have under-utilized space until their next phase is complete.



NEXT STEPS

EVALUATE BUILD-OUT POTENTIAL

3D Model Tool To Tell the Story

Showing Possibilities for the ECU Property - Demonstrating Design and Planning Principles Applied to Central Greenville

ZONING

1. Restrict uses along key corridors and intersections.

Rezone and create amended zoning categories to exclude “strip style” land intensive uses (e.g., gas station, drug store, bank, mini-storage, car lots) that utilize one-story buildings with setbacks and drive-through lanes on identified parcels.

2. Create a “pilot” form-based code overlay district.

Foster downtown-appropriate building forms in the core development blocks of the Project Area.



Item # 11

NEXT STEPS

KEY PHASE 1 PROJECTS

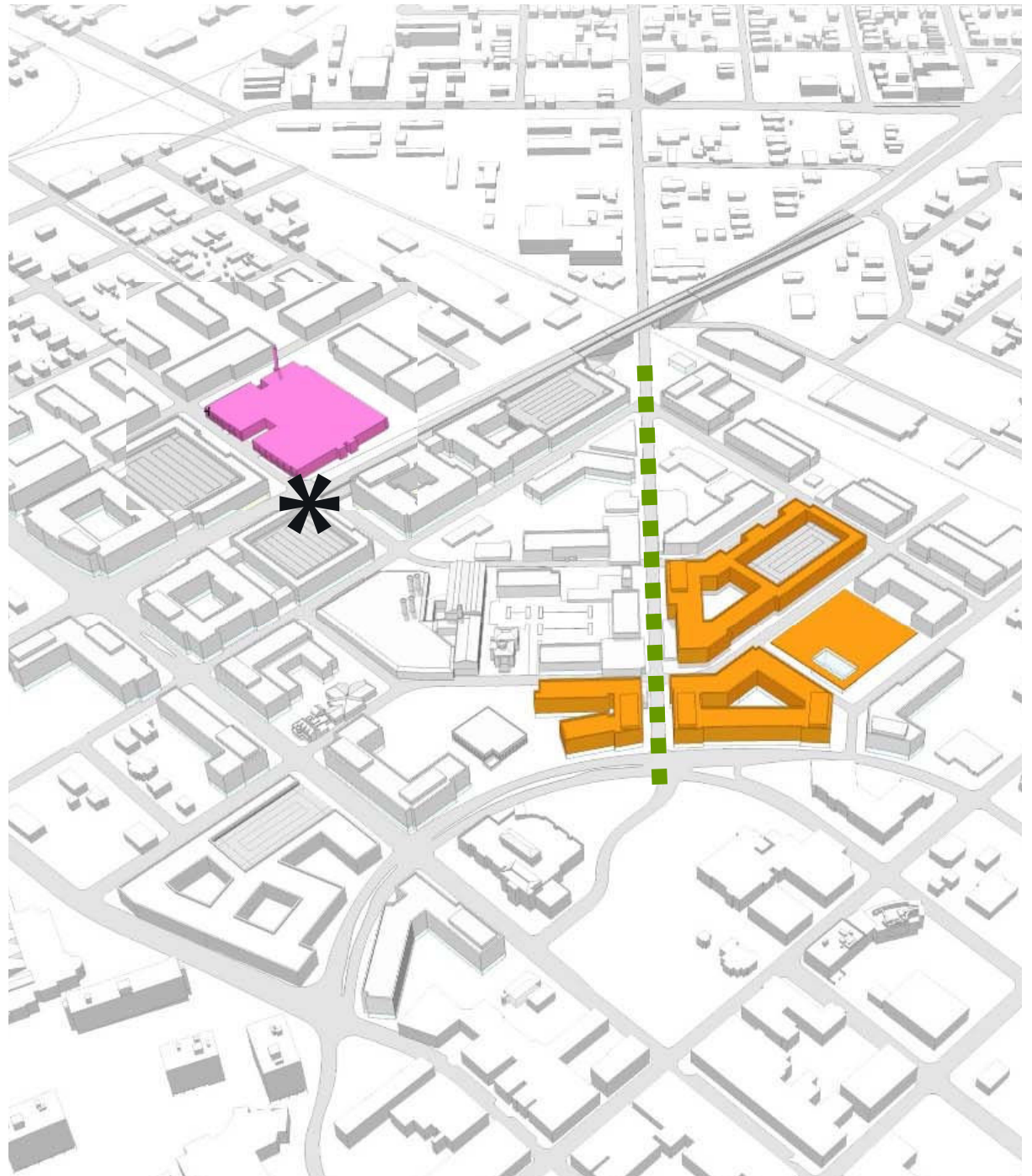
Renovate Haynie (in progress)

Address 10th Street Crosswalks with NC DOT and other partners

Complete Dickinson Streetscape and look for opportunities to create pockets of outdoor spaces along the narrow corridor

Develop mixed-use projects including Non-Student Residential near GTAC

Together, these four projects will transform the study area -- setting the foundation for later developments and establish new residential and innovation anchors -- along with greater connectivity throughout the district.



Item # 11

NEXT STEPS

**WHERE DO WE
GO FROM HERE**

**.....TO THE
FUTURE OF
GREENVILLE**





Item # 11

NEXT STEPS

ACTIONS

ACTION	TIMELINE	LEAD ENTITY	PARTNER ENTITY
Develop and adopt design guidelines to shape future development in the Dickinson Avenue corridor.	Near-Term	Planning	OED
Integrate the Dickinson Avenue plan into a larger master plan for the Center City that includes Uptown, the riverfront, West Greenville, ECU and properties south of the Dickinson Avenue study area.	Near-Term	Planning	OED, Uptown Greenville
Design and engineer the rebuilding of Dickinson Avenue and adjoining public space (e.g., sidewalks, streetlights, etc.).	Near-Term	Public Works	NC DOT
Explore the opportunity to shift the Greenville Transportation and Activities Center (GTAC) slightly to enhance the developability of adjacent properties.	Near-Term	Public Works	OED, Public Works, Planning
Complete land acquisition for the GTAC.	Near-Term	Public Works	OED
Develop the GTAC.	Near-Term	Public Works	FTA
Exercise the City's option to purchase Imperial Tobacco site.	Near-Term	City Manager	OED
Design and engineer realigned streets and associated sidewalk and stormwater management improvements.	Near-Term	Public Works	Planning, OED
Determine the adequacy of utility and other infrastructure serving the Dickinson Avenue corridor.	Near-Term	Public Works	Greenville Utilities

ACTION	TIMELINE	LEAD ENTITY	PARTNER ENTITY
Pursue TIGER grant and other funding for street realignment, sidewalks and other infrastructure improvements.	Mid-Term	OED	Public Works
Market to regional technology and life sciences companies that could find an urban innovation district location attractive.	Mid-Term	OED	Pitt County Development Commission; Greenville-Pitt Chamber
Reach out to experienced developers to build private student housing and/or non-student market-rate housing.	Near-Term	OED	Uptown Greenville
Work with prospective commercial businesses to identify appropriate locations within the Dickinson Avenue Corridor.	Near-Term	OED	Uptown Greenville
Expand funding to begin programming activities and events along Dickinson Avenue with particular emphasis on arts-related activities.	Mid-Term	City Council	Uptown Greenville
Pursue redevelopment of the Haynie Building with ECU.	Mid-Term	City Council	ECU
Explore potential partnership with Pitt Community College for location of workforce development programs in the Dickinson Avenue Corridor, possibly in collaboration with ECU.	Near-Term	OED	ECU
Develop a master lease structure for maker and incubator space within the Haynie Building or another Dickinson Avenue structure that could provide affordable workshop and office space.	Near-Term	OED	City Manager
Encourage Dickinson Avenue artists to work together toward purchasing or developing a building for studio and maker spaces.	Mid-Term	OED	Uptown Greenville

Item # 11

NEXT STEPS

ACTIONS

ACTION	TIMELINE	LEAD ENTITY	PARTNER ENTITY
Work with an arts group developing studio and/or live/work space to provide below-market financing and other assistance.	Mid-Term	OED	Arts Council
Work with the ECU College of Fine Arts and Communication to identify programs and facilities that could benefit from co-location with Dickinson Avenue artists and makers.	Near-Term	OED	ECU
Investigate funding opportunities and pursue grant funding to support artist studios.	Mid-Term	OED	Arts Council
Work with owners of vacant storefront spaces to consider temporary uses that could test and demonstrate the area's potential.	Mid-Term	OED	Uptown Greenville



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Agreement with Uptown Greenville for clocks for the 4th Street Parking Garage

Explanation: **Abstract:** Private funding, via separate grant applications by Uptown Greenville to the West Memorial Fund and the Rachel and Jack Edwards Memorial Fund, has been acquired that will secure the purchase and installation of four (4) clocks for the 4th Street Parking Garage clock tower. Upon receipt of these funds, the City will order, install, and maintain the clocks as City property.

Explanation: Uptown Greenville, in coordination with the Public Works Department, applied for grants to privately fund the purchase and installation of four (4) clocks on the 4th Street Parking Garage's northeast tower. The first grant application was submitted to the West Memorial Fund in memory of Eugene and Vivian West. Uptown Greenville was notified on November 20th that the application for a \$30,000 grant from the West Memorial Fund was accepted. The second grant is an award in the amount of \$1,880 from the Rachel and Jack Edwards Memorial Fund. This grant will be matched by \$1,880 from Uptown Greenville for a total private donation of \$33,760. These funds will allow the City of Greenville to purchase and install four six-foot clocks, one clock for each side of the tower.

The attached agreement details the acceptance of these funds and responsibilities by both the City and Uptown Greenville. By accepting the funds for the clocks, the City is committing to the purchase and maintenance of the four (4) clocks and insuring the clocks as City-owned property.


Fiscal Note: There will be no fiscal impact to the City for the purchase and installation of the clock tower clocks. Costs associated with future maintenance and replacement costs would be incorporated with the operation and maintenance costs associated with the 4th Street Parking Garage.

Recommendation: City Council approve the attached agreement between the City of Greenville and

Uptown Greenville for the clocks for the 4th Street Parking Garage.

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

Attachments / click to download

 [Clock Tower Clocks Agreement 992709](#)

NORTH CAROLINA
PITT COUNTY

AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of December, 2014, by and between the City of Greenville, Party of the First Part and hereinafter sometimes referred to as the CITY, and Evergreen of Greenville, Inc. doing business as Uptown Greenville, Party of the Second Party and hereinafter sometimes referred to as UPTOWN;

WITNESSETH

WHEREAS, UPTOWN has undertaken a project to secure funding for the purchase and installation of four (4) clocks to be located on the clock tower of the 4th Street Parking Garage located at the corner of 4th and Cotanche Streets.

NOW, THEREFORE, for and in consideration of agreements herein contained, the CITY and UPTOWN agree as follows:

- 1) UPTOWN will provide funding to the CITY in an amount not to exceed \$33,760 to be utilized for the purchase and installation of four (4) clocks to be located on the clock tower of the new 4th Street Parking Garage, said clocks being hereinafter referred to as the Clocks. The CITY shall, utilizing the funds provided by UPTOWN, purchase and install the Clocks.
- 2) UPTOWN will provide funding to the CITY for the purchase and installation of a plaque which recognizes the contribution of UPTOWN, the CITY, the West Memorial Fund, and the Rachel and Jack Edwards Memorial Fund for the Clocks, said plaque being hereinafter referred to as the donation plaque. The CITY shall, utilizing the funds provided by UPTOWN, purchase and install the donation plaque.
- 3) The CITY shall ascertain the amount of the expense for having the Clocks and a donation plaque purchased and installed, and give notice no later than thirty (30) days from the date of this Agreement to UPTOWN of said amount. UPTOWN shall pay said amount to the CITY no later than ten (10) days after the notice of the amount is given to UPTOWN. No later than ten (10) days after said amount is received by the CITY, the CITY shall make a contractual commitment to have the Clocks purchased and installed.
- 4) The Clocks and donation plaque shall be installed no later than ninety (90) days from the date of this Agreement. The Clocks and donation plaque, upon delivery and acceptance by the CITY, shall be the property of the CITY. The CITY shall be responsible for the maintenance and repair of the Clocks and plaque after they are installed.
- 5) Notwithstanding any other provision of this Agreement, in no event shall the amount paid by UPTOWN to the CITY exceed, whichever is the lesser amount, either (i) the expense incurred by the CITY to have the Clocks and donation plaque purchased and installed or (ii) the amount of \$33,760. Notwithstanding any other provision of this Agreement, in the event the CITY ascertains that the amount of the expense for having the Clocks and a donation plaque purchased

and installed exceeds \$33,760, then the CITY may terminate this Agreement by the provision of notice to UPTOWN no later than thirty (30) days from the date of this Agreement.

6) Any claim, dispute, or other matter in question arising out of this Agreement shall be submitted first to mediation as a condition precedent to litigation. The CITY and UPTOWN will endeavor to resolve claims, disputes, or other matters in question between them by mediation. The request for mediation shall be given in writing to the other party to the Agreement.

7) All notices required to be given under this Agreement shall be in writing and shall be deemed sufficiently given either upon delivery, when delivered personally to the notice address of the party, or when deposited in the mail, first-class postage prepaid, and addressed to the respective parties as follows:

CITY:
City Engineer, Public Works Department
City of Greenville
1500 Beatty Street
Greenville, NC 27834

UPTOWN:
Executive Director
Uptown Greenville
301 S. Evans Street, Suite 101
P.O. Box 92
Greenville NC 27835

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.

EVERGREEN OF GREENVILLE, INC, dba
UPTOWN GREENVILLE

Tony Khoury, President

ATTEST:

Wayne Conner, Secretary

CITY OF GREENVILLE

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

#992709



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Contract for On-Call Civil Engineering Services

Explanation: **Abstract:** Qualifications were requested for On-Call Civil Engineering Services. Ark Consulting was determined to be the most qualified firm. Upon approval, the contract will be awarded for a two-year period with a not-to-exceed amount of \$300,000.

Explanation: In November 2014, the Public Works Department issued a Request for Qualifications (RFQ) for On-Call Civil Engineering Services. The purpose of the request was to obtain a contract with a firm for engineering services for low-cost projects or studies that the Department does not have the expertise to perform or cannot perform due to workload. The maximum value of the contract is \$300,000.

Any work under this contract is issued through a work order. The City's purchasing manual states that architectural or engineering services contracts under \$10,000 can be approved by the department head. Those greater than \$10,000 and less than \$50,000 can be approved by the City Manager. These procedures are used by City's departments to issue work orders against this contract. Any work order less than \$50,000 is approved by either the City Manager or Department Head as appropriate. This is the third time the City is using an on-call contract to obtain engineering services.

Five firms submitted qualifications on November 12, 2014. The firms submitting qualifications were:

Ark Consulting
The East Group
Rivers & Associates, Inc.
Stroud Engineering, PA
The Wooten Company

The most qualified firm was determined to be Ark Consulting. The contract is for on-call services for a two-year period from the date the contract is

executed. Staff, based on anticipated workload over the next two years, recommends a maximum value or authorization level of \$300,000. The authorization level is not a guarantee of work; it is a not-to-exceed amount. If necessary, the authorization for this contract can be amended by City Council to meet City requirements.

Fiscal Note: Funds for each work order will come from the requesting department's budget or from approved Capital Improvement Program projects.

Recommendation: Award a contract for On-Call Civil Engineering Services to Ark Consulting in an amount not to exceed \$300,000.

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

Attachments / click to download

 [On Call Contract](#)

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

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

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A Practice Division of the
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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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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER.....	1
1.01 Scope.....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES	2
3.01 Commencement	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS.....	2
4.01 Invoices	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit.....	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 – GENERAL CONSIDERATIONS	4
6.01 Standards of Performance.....	4
6.02 Design Without Construction Phase Services.....	5
6.03 Use of Documents.....	5
6.04 Insurance	6
6.05 Suspension and Termination	7
6.06 Controlling Law	9
6.07 Successors, Assigns, and Beneficiaries	9
6.08 Dispute Resolution.....	9
6.09 Environmental Condition of Site.....	10
6.10 Indemnification and Mutual Waiver	10
6.11 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS	12
7.01 Defined Terms	12
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	15
8.01 Exhibits Included	15
8.02 Total Agreement	15
8.03 Designated Representatives	16
8.04 Engineer's Certifications	16



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

THIS IS AN AGREEMENT effective as of _____ , _____ (“Effective Date”) between

City of Greenville, NC _____ (“Owner”) and

_____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

On Call Civil Engineering Services to the City of Greenville, NC for a period of 2 years from the effective date of the contract.

_____ (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Provide on call engineering services to supplement the Department of Public Work’s Engineering Division for small low cost projects and studies.

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.~~
- E. Exhibit E, Notice of Acceptability of Work.
- F. ~~Exhibit F, Construction Cost Limit.~~
- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution.~~
- I. ~~Exhibit I, Limitations of Liability.~~
- J. Exhibit J, Special Provisions.
- 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: _____	Engineer: _____
By: <u>Allen M. Thomas</u>	By: _____
Title: <u>Mayor</u>	Title: _____
Date: _____	Date: _____
Signed: _____	Signed: _____

Engineer License or Firm's
Certificate No. _____
State of: North Carolina

Address for giving notices: <u>1500 Beatty Street</u> <u>Greenville, NC</u>	Address for giving notices: _____ _____
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Designated Representative (Paragraph 8.03.A):
Tim Corley

Title: Civil Engineer

Phone Number: 252-329-4467

Facsimile Number: 252-329-4535

E-Mail Address: tcorley@greenvillenc.gov

Designated Representative (Paragraph 8.03.A):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

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, CPA, Director of Financial Services

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

Engineer's Services

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

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

PART 1—BASIC SERVICES

A1.01—Study and Report Phase

A. Engineer shall:

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate *[insert specific number or list here]* alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: *[here list any such tasks or deliverables]*~~
- ~~7. Furnish ____ review copies of the Report and any other deliverables to Owner within ____ calendar days of the Effective Date and review it with Owner. Within ____ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish ___ copies of the revised Report and any other deliverables to the Owner within ___ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

~~A1.02 Preliminary Design Phase~~

~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~

~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~

~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~

~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~

~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~

~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
[here list any such tasks or deliverables]~~

~~6. Furnish ___ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ___ calendar days of authorization to proceed with this phase, and review them with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~

~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner ___ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ___ calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

~~A1.03 Final Design Phase~~

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~
- ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
 - ~~2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.~~
 - ~~3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
 - ~~4. Perform or provide the following additional Final Design Phase tasks or deliverables: [here list any such tasks or deliverables]~~
 - ~~5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within ___ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.~~
 - ~~6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit ___ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within ___ calendar days after receipt of Owner's comments and instructions.~~
- ~~B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.~~
- ~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~

~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is _____. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04 Bidding or Negotiating Phase~~

~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~

- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.~~
- ~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~
- ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
- ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~
- ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~

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

~~A1.05 Construction Phase~~

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

- ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract~~

~~shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]~~
- ~~3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
- ~~4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~
- ~~5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
- ~~6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
- ~~7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
 - ~~b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the~~~~

~~duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.~~

- ~~8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.~~
- ~~9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~
- ~~10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.~~
- ~~11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~12. *Substitutes and "or equal"*: Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

- ~~13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~
- ~~14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~
- ~~15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~
- ~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~
 - ~~b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques,~~

~~sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.~~

~~17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.~~

~~18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: [*here list any such tasks or deliverables*].~~

~~19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.~~

~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

~~C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

~~A1.06 *Post Construction Phase*~~

~~A. Upon written authorization from Owner during the Post Construction Phase Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~
- ~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~
- ~~3. Perform or provide the following additional Post Construction Phase tasks or deliverables:
{Here list any such tasks or deliverables}~~

~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

~~PART 2—ADDITIONAL SERVICES~~

~~A2.01 *Additional Services Requiring Owner's Written Authorization*~~

~~A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.~~

- ~~1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.~~
- ~~2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.~~
- ~~3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or~~

- ~~method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.~~
- ~~4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
 - ~~5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.~~
 - ~~6. Providing renderings or models for Owner's use.~~
 - ~~7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.~~
 - ~~8. Furnishing services of Consultants for other than Basic Services.~~
 - ~~9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.~~
 - ~~10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.~~
 - ~~11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.~~
 - ~~12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.~~
 - ~~13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.~~
 - ~~14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~

- ~~15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.~~
- ~~16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.~~
- ~~17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.~~
- ~~18. Preparation of operation and maintenance manuals.~~
- ~~19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.~~
- ~~20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.~~
- ~~21. Assistance in connection with the adjusting of Project equipment and systems.~~
- ~~22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
- ~~23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.~~
- ~~24. Overtime work requiring higher than regular rates.~~
- ~~25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.~~

~~A2.02 Additional Services Not Requiring Owner's Written Authorization~~

~~B. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~

- ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
- ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and~~

- ~~determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
- ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
 - ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
 - ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
 - ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
 - ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.~~
 - ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~

~~While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 This contract is for on-call services. The Engineer shall provide all or some of the basic services as set forth below when directed by task order:

1. Manage Capital Improvement Projects from inception through construction. In particular:

Develop and obtain approval of Scopes of Work for various types of City projects to include, but not limited to, road construction and repairs, stormwater system construction and repairs, bridge construction and repairs, bicycle and pedestrian facility construction and repairs, and building construction and repairs;

Develop Requests for Proposal;

Coordinate Selection Committees and participate in the selection process when there is not a conflict of interest;

Coordinate designs with customers, utility companies, and other interested parties;

Organize and manage public information meetings on proposed projects;

Review consultant plans, specifications, and contract documents for accuracy;

Coordinate corrections with consultants;

Monitor design and construction schedules and work with consultants and contractors to ensure assigned project stays within timeline;

Issue construction RFPs, review contractor proposals, and make recommendations for award;

Prepare City Council agenda items for award of design and construction contracts;

Monitor construction and verify payouts with the contractor as well as resolve any pay item discrepancies; and

Provide field inspections during construction and determine requirements for and prepare change orders.

2. Conduct Staff Actions including but not limited to:

Conducting research on new standards for City's Manual of Standard Designs and Details (MSDD);

Researching City records to determine status of existing roads, rights-of-ways, and easements;

Analyzing road/drainage system failures to determine cause and corrective actions; and

Coordinate with residents in regard to complaints on existing infrastructure.

3. Other City Services:

City, through its City Manager, Assistant City Manager, Director of Public Works, or City Engineer may authorize the consultant to perform such selected services on an as needed basis.

4. The engineer shall implement measures to ensure that the Consultant does not obtain any advantage in responding to a Request for Proposal for a project in which the employee of the Consultant manages or otherwise has been involved with due to any Agreement between the City and the Consultant resulting from this Request for Proposal. At a minimum, the following procedures shall be implemented and adhered to:

a. During project development:

Employee of the Consultant cannot provide any information relating to any project that the Consultant has not previously or contemporaneously been provided to other consulting engineer firms.

b. During preparation of and issuance of Design/Study RFP and selection of consulting engineer services:

No direct communication on the proposal between the employee of the Consultant assigned project management duties and the Consultant;

Any requests for information by the Consultant must be in writing addressed to the Director of Public Works to ensure any reply will be to all consulting engineer firms participating in the selection process; and

Employee of the Consultant may not discuss the selection process or the results for any consulting engineering services.

- c. A proposal submitted by the Consultant for a project in which the employee of the Consultant manages or otherwise has been involved due to any Agreement between the City and the Consultant resulting from this Request for Proposal will not be considered as a responsible proposal on the event the Director of Public Works determines that the Consultant has not implemented or adhered to the minimum procedures set forth above or otherwise has obtained an advantage in responding to the Request for Proposal.

5. Task Orders:

- a. The Engineer and owner will negotiate the anticipated project duration and staff hours and cost required to complete the project. The Owner will issue work to the Engineer under this contract by task order. The engineer will not begin work on the project until the task order is executed. The task order signature authority for the owner is:

Task orders less than \$10,000; the Director of Public Works
Task orders between 10,000 and 50,000 the City Manager.

The engineer is not authorized to exceed the funds identified on a task order.

6. Task orders issued under this contract will consist of the following four documents:

Exhibit A; to EJCDC E-500 Dated 2008. To identify the scope of work.
Exhibit B to EJCDC E-500 Dated 2008. To identify any owner's responsibilities
Exhibit C; Compensation Packet BC-2 Basic Services – Standard hourly rate and/or
Compensation Packet
Signature page

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

Owner's Responsibilities

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

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

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

- scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
 - F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. 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.
 - H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 - I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - J. Place and pay for advertisement for Bids in appropriate publications.
 - K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
 - L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
 - M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth 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.

- N. 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.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.
 - 1. 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.
- A. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 16 weeks. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

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

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

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

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

~~F5.02—*Designing to Construction Cost Limit*~~

- ~~A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$_____.~~
- ~~B. A bidding or negotiating contingency of _____ percent will be added to any Construction Cost limit established.~~
- ~~C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.~~
- ~~D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.~~
- ~~E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.~~
- ~~F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.~~

Page 1

(Exhibit F – Construction Cost Limit)

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

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

Insurance

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:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident: \$100,000
 - 2) Disease, Policy Limit: \$500,000
 - 3) Disease, Each Employee: \$100,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$2,000,000
- g. Other (specify):
\$ N/A

~~2. By Owner:~~

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

~~b. Employer's Liability —~~

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

~~c. General Liability —~~

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

~~d. Excess Umbrella Liability _____`~~

- ~~1) Each Occurrence: _____ \$ _____~~
- ~~2) General Aggregate: _____ \$ _____~~

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

~~_____ Each Accident: _____ \$ _____~~

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

B. Additional Insureds:

1. 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

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

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

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided]

~~H6.08 Dispute Resolution~~

~~A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by *[insert name of mediator, or mediation service]*. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

~~{or}~~

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the *[here insert the name of a specified arbitration service or organization]* rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the *[specified arbitration service or organization]*. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$_____ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$_____ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$_____ (exclusive of interest and costs). Disputes that are~~

~~not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

- ~~3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

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

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

[NOTE TO USER: Select one of the three alternatives listed below for 16.10 A.1]

~~1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

~~{or}~~

~~1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ _____ {or}~~

1. ~~Engineer's Liability Limited to the Amount of \$ _____: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$ _____.~~
-

~~**[NOTE TO USER: If appropriate and desired, include I6.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]**~~

2. ~~Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:~~

~~**[NOTE TO USER: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees"]**~~

~~**[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$ _____."]**~~

~~**[NOTE TO USER: If appropriate and desired, include I6.10.A.3 below]**~~

3. ~~Agreement Not to Claim for Cost of Certain Change Orders: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or~~

~~part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.~~

~~**[NOTE TO USER: The parties may wish to consider the additional limitation contained in the following sentence.]**~~

~~Owner further agrees not to sue or to make any claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]~~

~~**[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, then supplement Paragraph 6.10.B by including the following indemnification of Engineer by Owner as Paragraph 16.10.B.]**~~

~~**B. Indemnification by Owner:** 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) 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 Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

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

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

NONE

This is **EXHIBIT K**, consisting of _____ 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:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *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: _____

Date Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date: 12/8/2014
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 bids and contracts were awarded during the month of November 2014.

Date Awarded	Description	Vendor Purchase Order No.	Amount	MWBE Vendor?	Does Local Preference Apply?
11/06/14	JCB 260 Wheeled Skid Steer Loader Note: GSA Contract Purchase Contract No. GS-30F-005N	Earle Kinlaw & Associates, Inc. P.O.# 085101	\$73,035.80	No	No
11/20/14	Reade-Cotanche Alley Improvements Project	Carolina Earth Movers P.O.#085255	\$103,207.55	Yes	No

Fiscal Note: 1- Funds for the JCB Wheeled Skid Steer Loader were approved in the Vehicle Replacement Fund.

2-Funds for the Reade-Cotanche Alley Improvements project were approved in

the Center City Revitalization fund (114). This project award was approved by the Redevelopment Commission.

Recommendation: That the award information be reflected in the City Council minutes.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

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

Explanation: **Abstract:** Pursuant to North Carolina General Statute 105-381, adjustment 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 adjustment refunds will be reported as they occur when they exceed \$100.

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

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Thomas J. Atkinson	Real Property	\$339.56
Corelogic Real Estate Tax Service	Real Property	\$661.84
Frank Dail Farms Inc.	Real Property	\$824.81
James A. Knapp	Real Property	\$359.19
Wells Fargo Real Estate Tax Services	Real Property	\$346.63
Doris P. Wood	Real Property	\$528.42
Ida M. Yarrell	Real Property	\$466.16
Portia D. Cobb	Registered Motor Vehicle	\$115.11
North Carolina Heating and Air Company	Registered Motor Vehicle	\$137.35
Carolyn L. Willis	Registered Motor Vehicle	\$108.57
Eric K. Willoughby	Registered Motor Vehicle	\$114.10
Justin S. Haddock	Individual Personal Property	\$243.84
Velma J. Murphy	Individual Personal Property	\$440.30

Fiscal Note: The total to be refunded is \$4,685.88.

Recommendation: Approval of tax refunds by City Council

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City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Budget ordinance amendment #4 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and amendment to the Greenway Capital Project Fund (Ordinance #12-007.02)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2014-2015 budget and to two other funds.

Explanation: Attached for consideration at the December 8, 2014 City Council meeting is an ordinance amending the 2014-2015 budget (Ordinance #14-036). Additionally, there are amendments to the Special Revenue Grant Fund (Ordinance #11-003) and the Greenway Capital Project Fund (Ordinance #12-007.02). 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 adjust the Housing Fund's budget to line up with Federal approved funds for this fiscal year. This adjustment reduces the General Fund's Transfer by \$123,040.

B To appropriate fund balance from pay station revenue received in fiscal years 2013 and 2014. Funds will be transferred into the Capital Reserve Fund to accumulate for future payments on restriping, repairing, and land for additional parking lots (\$18,369).

C To appropriate funds granted by the Greater Greenville Foundation to educate others on animal cruelty and to purchase any necessary supplies and materials for the program (\$13,389). A portion of this amount, \$10,646, was appropriated within the General Fund, but will be moved to the Special Revenue Grant Fund.

D To appropriate additional funds for the Green Mill Run Greenway Phase II Extension Project. The City has a supplemental agreement with NCDOT for the construction of this extension. According to the agreement, federal funds of \$247,912 with a City match of \$61,978 will fund this extension. The City match for this extension will be funded by the Powell Bill Sidewalk Construction Project. Total funds approved per this agreement are \$309,890.

Fiscal Note:

The budget ordinance amendment affects the following funds: decreases the General Fund by \$115,317; increases the Capital Reserve Fund by \$18,369; increases the Special Revenue Grant Fund by \$13,389; increases the Greenway Capital Project Fund by \$309,890; and decreases the Housing Fund by \$123,040.

<u>Fund Name</u>	<u>Original /Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 12/8/2014</u>
General	\$ 83,960,654	\$ (115,317)	\$ 83,845,337
Capital Reserve	\$ 25,000	\$ 18,369	\$ 43,369
Special Revenue Grant	\$ 1,767,860	\$ 13,389	\$ 1,781,249
Greenway Capital Project	\$ 2,983,857	\$ 309,890	\$ 3,293,747
Housing	\$ 1,689,121	\$ (123,040)	\$ 1,566,081

Recommendation:

Approve budget ordinance amendment #4 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Special Revenue Grant Fund (Ordinance #11-003) and amendment to the Greenway Capital Project Fund (Ordinance #12-007.02)

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[Budget Amendment FY 2014 2015 985202](#)

ORDINANCE NO. 14-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#4) Amending the 2014-2015 Budget (Ordinance #14-036), Amending the Special Revenue Grant Fund
(Ordinance #11-003), and Amending the Greenway Capital Project Fund (Ordinance #12-007.02)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2014-2015 BUDGET	#4 Amended 12/8/14	Total Amendments	Amended 2014-2015 Budget
ESTIMATED REVENUES				
Property Tax	\$ 32,943,768	\$ -	\$ -	\$ 32,943,768
Sales Tax	15,236,081	-	-	15,236,081
Video Prog. & Telecom. Service Tax	904,000	-	-	904,000
Rental Vehicle Gross Receipts	124,440	-	-	124,440
Utilities Franchise Tax	5,763,988	-	-	5,763,988
Motor Vehicle Tax	1,065,237	-	-	1,065,237
Other Unrestricted Intergov't Revenue	777,245	-	-	777,245
Powell Bill	2,215,848	-	-	2,215,848
Restricted Intergov't Revenues	1,649,591	C (10,646)	114,101	1,763,692
Privilege License	535,485	-	-	535,485
Other Licenses, Permits and Fees	4,227,205	-	-	4,227,205
Rescue Service Transport	3,055,250	-	-	3,055,250
Parking Violation Penalties, Leases, & Meters	430,650	-	-	430,650
Other Sales & Services	372,577	-	5,000	377,577
Other Revenues	248,106	-	-	248,106
Interest on Investments	551,012	-	-	551,012
Transfers In GUC	6,485,183	-	-	6,485,183
Appropriated Fund Balance	4,435,020	A,B (104,671)	2,705,550	7,140,570
TOTAL REVENUES	\$ 81,020,686	\$ (115,317)	\$ 2,824,651	\$ 83,845,337
APPROPRIATIONS				
Mayor/City Council	\$ 321,237	\$ -	\$ -	\$ 321,237
City Manager	1,218,689	-	5,000	1,223,689
City Clerk	257,557	-	-	257,557
City Attorney	455,458	-	-	455,458
Human Resources	2,920,647	-	5,545	2,926,192
Information Technology	3,234,967	-	-	3,234,967
Fire/Rescue	13,684,689	-	16,280	13,700,969
Financial Services	2,587,864	-	1,118	2,588,982
Recreation & Parks	7,763,413	-	117,783	7,881,196
Police	23,867,860	C (10,646)	56,229	23,924,089
Public Works	9,217,987	-	70,733	9,288,720
Community Development	2,659,620	-	2,542	2,662,162
OPEB	400,000	-	-	400,000
Contingency	155,869	-	(7,747)	148,122
Indirect Cost Reimbursement	(1,268,214)	-	-	(1,268,214)
Capital Improvements	4,944,577	D (61,978)	(50,139)	4,894,438
Total Appropriations	\$ 72,422,219	\$ (72,624)	\$ 217,344	\$ 72,639,563
OTHER FINANCING SOURCES				
Transfers to Other Funds	\$ 8,598,467	A,B,D \$ (42,693)	\$ 2,607,307	\$ 11,205,774
	\$ 8,598,467	\$ (42,693)	\$ 2,607,307	\$ 11,205,774
TOTAL APPROPRIATIONS	\$ 81,020,686	\$ (115,317)	\$ 2,824,651	\$ 83,845,337

Section II: Estimated Revenues and Appropriations. **Capital Reserve Fund**, of Ordinance 14-036 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2014-2015 BUDGET	Amended 12/8/14	Total Amendments	Amended 2014-2015 Budget
ESTIMATED REVENUES				
Transfer from General Fund	\$ 25,000	B \$ 18,369	\$ 18,369	\$ 43,369
TOTAL REVENUES	\$ 25,000	\$ -	\$ 18,369	\$ 43,369
APPROPRIATIONS				
Capital Reserve	\$ 25,000	B \$ 18,369	\$ 18,369	\$ 43,369
Total Expenditures	\$ 25,000	\$ 18,369	\$ 18,369	\$ 43,369
TOTAL APPROPRIATIONS	\$ 25,000	\$ 18,369	\$ 18,369	\$ 43,369

Section III: Estimated Revenues and Appropriations. **Special Revenue Grant Fund**, of Ordinance 11-003, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET	Amended 12/8/14	Total Amendments	Amended 2014-2015 Budget
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 1,547,971	C \$ 13,389	\$ 73,992	\$ 1,621,963
Transfer from General Fund	79,286	-	-	79,286
Transfer from Pre-1994 Entitlement	80,000	-	-	80,000
TOTAL REVENUES	\$ 1,707,257	\$ 13,389	\$ 73,992	\$ 1,781,249
APPROPRIATIONS				
Personnel	\$ 114,387	\$ -	\$ -	\$ 114,387
Operating	1,315,413	C 13,389	73,992	1,389,405
Capital Outlay	277,457	-	-	277,457
Total Expenditures	\$ 1,707,257	\$ 13,389	\$ 73,992	\$ 1,781,249
TOTAL APPROPRIATIONS	\$ 1,707,257	\$ 13,389	\$ 73,992	\$ 1,781,249

Section IV: Estimated Revenues and Appropriations. **Greenways Capital Project Fund**, of Ordinance 12-007.02, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 12/8/14		Total Amendments		Amended 2014-2015 Budget
ESTIMATED REVENUES							
Spec State/Fed/Loc Grant	\$ 2,332,009	D	\$ 247,912	\$	247,912	\$	2,579,921
Transfer from General Fund	651,848	D	61,978		61,978		713,826
TOTAL REVENUES	\$ 2,983,857		\$ 309,890	#	\$ 309,890	\$	3,293,747
APPROPRIATIONS							
Construction	\$ 2,403,034	D	\$ 309,890		309,890	\$	2,712,924
Acquisition	175,000		-		-		175,000
Engineering	405,823		-		-		405,823
Total Expenditures	\$ 2,983,857		\$ 309,890	##	\$ 309,890	\$	3,293,747
TOTAL APPROPRIATIONS	\$ 2,983,857		\$ 309,890	##	\$ 309,890	\$	3,293,747

Section V: Estimated Revenues and Appropriations. **Community Development Housing Fund**, of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2014-2015 BUDGET		Amended 12/8/14		Total Amendments		Amended 2014-2015 Budget
ESTIMATED REVENUES							
Annual CDBG Grant Funding	\$ 851,448		\$ -	\$	-	\$	851,448
HUD City of Greenville	357,976		-		-		357,976
Program Income	-		-		21,894		21,894
Transfer from General Fund	457,803	A	(123,040)		(123,040)		334,763
TOTAL REVENUES	\$ 1,667,227		\$ (123,040)		\$ (101,146)	\$	1,566,081
APPROPRIATIONS							
Housing Fund	\$ 1,667,227	A	\$ (123,040)	\$	(101,146)	\$	1,566,081
Total Expenditures	\$ 1,667,227		\$ (123,040)		(101,146)	\$	1,566,081
TOTAL APPROPRIATIONS	\$ 1,667,227		\$ (123,040)		\$ (101,146)	\$	1,566,081

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

Adopted this 8th day of December, 2014.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Presentation by the East Carolina University Student Government Association

Explanation: Mayor Allen Thomas requested to add to the City Council agenda a presentation by representatives from the East Carolina University Student Government Association.

Fiscal Note: No cost to hear the presentation

Recommendation: Hear the presentation from representatives of the East Carolina University Student Government Association.

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City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Update on the Community Development Department and SECU-RE Partnership

Explanation: **Abstract:** City staff has been working with the State Employees Credit Union - Real Estate (SECU-RE) division since February of 2013 to create an affordable housing partnership. During this time, staff has worked with SECU-RE to identify focus areas, potential infill properties, and properties for rehab. In May of 2014, SECU-RE notified the City that they had acquired several properties for rehabilitation purposes. Furthermore, they advised staff that these homes would serve as quality affordable housing.

Explanation: Over the past two years, the State Employees Credit Union – Real Estate (SECU-RE) division has expressed an interest in the West Greenville Area. During this period of time, they explored the possibility of providing quality affordable housing, and now have settled on a plan of action.

Moreover, SECU-RE has expressed an interest in a portion of West Greenville that is not within the designated redevelopment area. Therefore, their plan of action will work in concurrence with the City's redevelopment efforts. Their plan is very similar to what they have already accomplished in Durham, NC.

SECU-RE intends to identify vacant and dilapidated homes to purchase, rehab, and/or reconstruct. They will then act as the property manager and rent the homes to eligible tenants. In addition, it is their goal to provide the tenant an opportunity to purchase the home. To date, SECU-RE has completed rehabs on three homes. They currently have three rehabs under construction, and they plan to construct three new homes within the upcoming months.

SECU-RE is on record stating that they will continue this work over the next several years. This is evidenced by an additional two vacant homes they are in the process of purchasing.

Fiscal Note: No fiscal impact.

Recommendation: This item is for informational purposes.

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City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Introduction to Neighborhood Quality of Life Dashboard

Explanation: **Abstract:** The purpose of this presentation is to introduce the Neighborhood Quality of Life Dashboard, an interactive tool identifying resources and trends throughout the city.

Explanation: The Neighborhood Quality of Life Dashboard is a web-based citizen and neighborhood engagement tool purposed to centralize collections of data related to social, safety, physical, economic, and environmental conditions that provide a snapshot of local neighborhoods' health. This project utilizes best practices to help residents, service providers, governmental agencies, real estate agencies, and other relevant institutions understand the dynamics of the community.

The goals of the project are the following:

1. Encourage citizen engagement and ownership by providing a tool that lends favorably toward neighborhood understanding and forward-thinking;
2. Help local government analyze neighborhood issues, thus creating opportunities for evidence-based decision-making; and,
3. Support service providers in their assessment of community needs.

The dashboard was developed by Community Development Department staff with assistance from the Information Technology Department in an effort to address Goal 5, Tactic 5 (Neighborhood Marketing) of the 2014-2015 Strategic Plan. Utilizing best practices, the dashboard is modeled after the prototype released by Charlotte-Mecklenburg in the analysis of factors that affect the livability of a neighborhood.

Fiscal Note: No fiscal impact to hear the presentation.

Recommendation: Hear the presentation on the Neighborhood Quality of Life Dashboard. The anticipated release date to the public will be early 2015.

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City of Greenville, North Carolina

Meeting Date: 12/8/2014
Time: 6:00 PM

Title of Item: Update on the Policy and Capital Implementation Strategies for adopted Neighborhood Reports and Plans

Explanation: **Abstract:** Staff is providing an update on the Policy and Capital Implementation Strategies for adopted Neighborhood Reports and Plans.

Explanation: Neighborhood reports and plans were one of the 10 neighborhood improvement strategies recommended in December 2004 by the Task Force on Preservation of Neighborhoods and Housing. The purpose of these plans is to guide public policy and investment decisions in older, established neighborhoods. There have been adopted reports and plans for the following neighborhoods: College Court and Coghill Subdivisions; Lake Ellsworth, Clark's Lake and Tripp Subdivisions; Tar River/University Area; Carolina Heights, Greenbrier, Hillsdale, Tucker Circle Subdivisions; and the Oak Grove Estates Subdivision.

Fiscal Note: Costs of specific strategies to be determined prior to their implementation.

Recommendation: Receive update from staff.

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[☐ Compiled_List_of_Unfinished_Neighborhood_Plans_972757](#)

[☐ Compiled_Progress_Report_992469](#)

LIST OF UNADDRESSED/UNFUNDED ITEMS
FROM NEIGHBORHOOD REPORTS AND PLANS

The following is a list of unaddressed/unfunded policy and capital improvement strategies from the following neighborhood reports and plans for the following areas: College Court and Coghill Subdivisions, Lake Ellsworth, Clark's Lake and Tripp Subdivisions, Tar River/University Area, Carolina Heights, Greenbrier, Hillsdale, and Tucker Circle Subdivisions and the Oak Grove Estates Subdivision. All of these have been adopted by City Council between 2007 and 2013.

College Court and Coghill Subdivisions (adopted April 12, 2007)

Capital Improvement and Implementation Strategies

1. Recommendation: The City will investigate the creation of a home improvement matching grant fund for older site-built single-family owner-occupied dwellings (example - not less than 30 years old) to be awarded on an annual basis, to encourage qualified home improvement/upgrades that will increase the tax value and marketability of older dwellings. Such grant to be secured by an owner occupancy condition (Deed of Trust) for a determined period.

Action(s) taken to date: No progress at this time.

Status: On-going

Responsible Department: CDD

2. Recommendation: The City will request and encourage GUC to update the GIS-GPS coverage for all public utilities, including water, sanitary sewer, gas and electric lines, and street lights throughout and adjacent to the neighborhood.

Action(s) taken to date: No progress at this time.

Status: On-going

Responsible Department: GUC

Lake Ellsworth, Clark's Lake and Tripp Subdivisions (adopted November 8, 2007)

Capital Improvement and Implementation Strategies

1. Recommendation: The City will investigate the creation of a home improvement matching grant fund for older site-built single-family owner-occupied dwellings (example - not less than 30 years old) to be

awarded on an annual basis, to encourage qualified home improvement/upgrades that will increase the tax value and marketability of older dwellings. Such grant to be secured by an owner occupancy condition (Deed of Trust) for a determined period.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: CDD

2. Recommendation: The City will include the unimproved sections of Tripp Lane in the City's existing street improvement program and the City will install pavement and related drainage facilities as necessary within the dedicated right-of-way in accordance with established street improvement program priority, as funding is available. Funding and/or reimbursement sources for this project may include annual city budget, capital improvement program, State-shared revenue, and/or abutting property owner assessment.

Action(s) taken to date: Improvements to Tripp Lane will be performed as funds become necessary.
Status: On-going
Responsible Department: PWD

3. Recommendation: The City will consider the initiation of zoning map amendment(s) for neighborhood and adjacent area properties that are included in a zoning district that is inconsistent with Comprehensive Plan and/or Future Land Use Plan Map recommendations.

Action(s) taken to date: No progress at this time; to be reviewed with Horizons Comprehensive Plan update.
Status: On-going
Responsible Department: CDD

4. Recommendation: The City will request and encourage GUC to update the GIS-GPS coverage for all public utilities, including water, sanitary sewer, gas and electric lines, and street lights throughout and adjacent to the neighborhood.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: GUC

Tar River/University Area Neighborhood Report and Plan (adopted April 9, 2009)

Capital Improvement and Implementation Strategies

1. Recommendation: The City will investigate the creation of a home improvement matching grant fund for older site-built single-family owner-occupied dwellings (example - not less than 30 years old) to be awarded on an annual basis, to encourage qualified home improvement/upgrades that will increase the tax value and marketability of older dwellings. Such grant to be secured by an owner occupancy condition (Deed of Trust) for a determined period.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: CDD

2. Recommendation: The City will request and encourage GUC to update the GIS-GPS coverage for all public utilities, including water, sanitary sewer, gas and electric lines, and street lights throughout and adjacent to the neighborhood.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: GUC

3. Recommendation: The City will consider the development of "residential rental sign" regulations concerning the size, number and location of on-site rental signs in single-family areas.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: CDD

4. Recommendation: The City will consider the funding for filling in gaps in existing sidewalks to facilitate a more continuous sidewalk network.

Action(s) taken to date: Sidewalk gaps have been identified and will be installed as funds become available.
Status: On-going
Responsible Department: PWD

Carolina Heights, Greenbrier, Hillsdale, and Tucker Circle Subdivisions (adopted January 14, 2010)

Capital Improvement and Implementation Strategies

1. Recommendation: The City will investigate the creation of a home improvement matching grant fund for older site-built single-family owner-occupied dwellings (example - not less than 30-years old) to be awarded on an annual basis, to encourage qualified home improvement/upgrades that will increase the tax value and marketability of older dwellings. Such grant to be secured by an owner occupancy condition (Deed of Trust) for a determined period.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: CDD

2. Recommendation: The City will request and encourage GUC to update the GIS-GPS coverage for all public utilities, including water, sanitary sewer, gas and electric lines, and street lights throughout and adjacent to the neighborhood.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: GUC

Oak Grove Estates Subdivisions (adopted November 7, 2013)

Capital Improvement and Implementation Strategies

1. Recommendation: The City will investigate the creation of a home improvement matching grant fund for older site-built single-family owner-occupied dwellings (example - not less than 30 years old) to be awarded on an annual basis, to encourage qualified home improvement/upgrades that will increase the tax value and marketability of older dwellings. Such grant to be secured by an owner occupancy condition (Deed of Trust) for a determined period.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: CDD

2. Recommendation:

The City will request and encourage GUC to update the GIS-GPS coverage for all public utilities, including water, sanitary sewer, gas and electric lines, and street lights throughout and adjacent to the neighborhood.

Action(s) taken to date: No progress at this time.

Status: On-going

Responsible Department: GUC

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Neighborhood reports and plans were one of the 10 neighborhood improvement strategies recommended by the Task Force on Preservation of Neighborhoods and Housing. The purpose of these plans is to guide City Council on public policy and investment decisions in older, established neighborhoods. There have been adopted reports and plans for the following neighborhoods: College Court and Coghill Subdivisions, Lake Ellsworth, Clark's Lake and Tripp Subdivisions, Tar River/University Area, Carolina Heights, Greenbrier, Hillsdale, and Tucker Circle Subdivisions, and the Oak Grove Estates Subdivision. These plans have been adopted from 2007-2013.

College Court and Coghill Subdivisions (adopted April 12, 2007)

Policy Improvement and Implementation Strategies

Recommendation: City Council will amend HORIZONS: Greenville's Community Plan to incorporate the College Court and Coghill Subdivisions Neighborhood Report and Plan by reference.

Action(s) taken to date: Adopted by City Council on April 12, 2007.

Status: Complete

Responsible Department: CDD

Recommendation: City Staff will conduct a periodic review of the neighborhood report and plan and the adopted implementation and improvement strategies to evaluate plan progress toward the goal of continued neighborhood sustainability.

Action(s) taken to date: On-going

Status: On-going

Responsible Department: CDD

Recommendation: Completion of current City Council Goals (2006-2007) and future goals, as may be adopted, in accordance with established schedules.

Action(s) taken to date: On-going

Status: On-going

Responsible Department: CDD

Recommendation: City Council will consider creating a Rental Registration Program as recommended by the Task Force on Preservation of Neighborhoods and Housing and per City Council 2006-2007 Goals and Objectives.

Action(s) taken to date: In April 2013, City Council requested staff investigate the logistics of developing a rental registration. After Council consideration, there was not interest in moving forward.

Status: Closed

Recommendation: City Staff will investigate options for neighborhood identification signage to be located at neighborhood entrances including easement acquisition and/or in right-of-way location.

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Action(s) taken to date: The Neighborhood Liaison/Ombudsman worked with the College Court/Coghill Neighborhood Association and the Public Works Department to install identification signs.

Status: Completed

Responsible Department: CDD

Recommendation: City Staff will increase neighborhood-wide code enforcement efforts through the allocation of additional resources and staff-directed patrols.

Action(s) taken to date: In the time from 2007-2010, there has been a change in leadership of the Code Enforcement Division. Code Enforcement was moved under the umbrella of the police department and is now supervised by sworn police officers.

Additionally, a change in enforcement mindset was accomplished. Code Enforcement officers proactively patrol the areas of College Court and Coghill Subdivisions and other area within the city. Officers are attentive to violations and take measures to notify property owners and tenants where violations are discovered including knock and talks and communications through certified mail. Officers then hold the property owners accountable either through fines or abatement actions at the owner's expense.

Code Enforcement officers participate in community watch and other outreach efforts to educate residents of this area on public nuisances, minimum housing and other code enforcement related violations that affect the quality of life for citizens. Officers regularly attend Neighborhood Advisory Board, Community Watch and Community Appearance Commission, as well as, Town Hall meetings in an effort to build rapport with citizens and educate them on the process required by state law to address violations as described.

Status: Complete

Responsible Department: GPD

Recommendation: City Staff will develop sidewalk improvement plan.

Action(s) taken to date: In 2008, a Sidewalk Master Plan was developed that included a sidewalk construction plan. Sidewalks were required on all state- and city-maintained streets for new construction or re-construction projects. Construction of sidewalks began in areas that were underserved. In 2009, existing sidewalks were inventoried and new construction was identified for next 4 years.

Status: Complete

Responsible Department: PWD

Recommendation: City Staff will prepare cost estimates and project schedules for the Capital Improvement and Implementation Strategies included in this plan.

Status: On-going

All departments are responsible for their respective items.

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Recommendation: City Council will utilize this plan to guide public policy and investment decisions within the College Court and Coghill Subdivisions.

Status: On-going
Responsible Department: CDD

Capital Improvement and Implementation Strategies

Recommendation: The City will investigate the creation of a home improvement matching grant fund for older site-built single-family owner-occupied dwellings (example - not less than 30-years old) to be awarded on an annual basis, to encourage qualified home improvement/upgrades that will increase the tax value and marketability of older dwellings. Such grant to be secured by an owner occupancy condition (Deed of Trust) for a determined period.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: CDD

Recommendation: The City will provide a grant, in accordance with current program/policy, to the neighborhood homeowner's associations for design and construction of neighborhood (subdivision) entrance signs.

Action(s) taken to date: Signs were installed at the intersection of Wright Road/ E. 10th Street and Ragsdale Road/ E. 14th Street. There is not a sign at the intersection of South and East Wright Roads.
Status: Completed
Responsible Department: CDD

Recommendation: The City will install appropriate GREAT system bus stop improvements as determined necessary and appropriate by the Public Works Department as recommended by the Thoroughfare Plan.

Action(s) taken to date: The Short Range Transit Plan recommends 2-way service along 10th Street, at the neighborhood, and a service deletion at 14th Street, at the neighborhood.
Status: Implementation scheduled for March, 2015.
Responsible Department: PWD

Recommendation: The City will install sidewalks per an adopted Sidewalk Master Plan.

Action(s) taken to date: No new sidewalks identified on Sidewalk Master Plan for this area.
Status: On-going
Responsible Department: PWD

Recommendation: The City will assess street lighting levels throughout the neighborhood and cause the installation of additional lamps as determined necessary by the City Engineer.

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Action(s) taken to date: Interim Greenville Street Lighting standards adopted on April 15, 2011. Current lighting is sufficient. Any existing 150W street lights will be upgraded to 250W street lights as bulbs are replaced.

Status: On-going

Responsible Department: PWD

Recommendation: The City will monitor the Reedy Branch drainage canal and institute bank stabilization as necessary to minimize sedimentation/erosion and land (building site) loss as determined by the City Engineer.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will assess street drainage facilities including travel-way locations reported to be affected by occasional flooding and shall install improvements as determined to be necessary by the City Engineer.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will consider the feasibility of the completion of the Brownlea Drive Phase II improvements on an accelerated schedule to relieve cut-through vehicle movements.

Action(s) taken to date: City Council voted to remove this section of Brownlea Drive from the Thoroughfare Plan, which eliminated this extension from the Capital Improvement Plan.

Status: Completed

Responsible Department: PWD

Recommendation: The City will evaluate junk/disabled vehicle policies, specifically in reference to allowance of covered vehicles in the rear yard, and amend the current policy as determined appropriate.

Action(s) taken to date: No progress at this time.

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Recommendation: The City will encourage additional neighborhood volunteer participation in the Adopt-A-Street program.

Action(s) taken to date: This is an active program and citizens can call the PWD to apply for participation in the program.

Status: On-going

Responsible Department: PWD

Recommendation: The City will investigate citizen reports of excessive school bus and passenger vehicle speeds on South Wright Road and shall install additional traffic-calming devices as determined to be necessary by the City Engineer.

Action(s) taken to date: In 2010, there was a traffic study on South Wright Road, but did not meet requirements for traffic-calming devices.

Status: Completed

Responsible Department: PWD

Recommendation: The City will conduct an inspection and environmental assessment of underground fuel oil storage tanks, and shall require compliance with applicable requirements. Abandoned underground fuel storage tanks shall be secured to reduce groundwater contamination.

Action(s) taken to date: This is handled by NC DENR.

Status: Closed

Recommendation: The City will update the GIS-GPS coverage for fire hydrants throughout and adjacent to the neighborhood.

Status: Completed

Responsible Department: F/R

Recommendation: The City will update the GIS-GPS coverage for storm water improvements throughout and adjacent to the neighborhood.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will request and encourage GUC to update the GIS-GPS coverage for all public utilities, including water, sanitary sewer, gas and electric lines, and street lights throughout and adjacent to the neighborhood.

Action(s) taken to date: No progress at this time.

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Status: On-going
Responsible Department: GUC

Lake Ellsworth, Clark's Lake and Tripp Subdivisions (adopted November 8, 2007)

Policy Improvement and Implementation Strategies

Recommendation: City Council will amend *HORIZONS: Greenville's Community Plan* to incorporate the *Lake Ellsworth, Clark's Lake and Tripp Subdivisions Neighborhood Report and Plan* by reference.

Action(s) taken to date: Adopted by City Council on November 8, 2007.
Status: Completed
Responsible Department: CDD

Recommendation: City Staff will conduct a periodic review of the neighborhood report and plan, and the adopted implementation and improvement strategies to evaluate plan progress toward the goal of continued neighborhood sustainability.

Action(s) taken to date: On-going
Status: On-going
Responsible Department: CDD

Recommendation: Completion of current City Council Goals (2006-2007) and future goals, as may be adopted, in accordance with established schedules.

Action(s) taken to date: On-going
Status: On-going
Responsible Department: CDD

Recommendation: City Council will consider creating a Rental Registration Program as recommended by the Task Force on Preservation of Neighborhoods and Housing and per City Council 2006-2007 Goals and Objectives.

Action(s) taken to date: Action(s) taken to date: In April 2013, City Council requested staff investigate the logistics of developing a rental registration. After Council consideration, there was not interest in moving forward.
Status: Closed

Recommendation: City Staff will investigate options for neighborhood identification signage to be located at neighborhood entrances including easement acquisition and/or in right-of-way location.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: CDD

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Recommendation: City Staff will increase neighborhood-wide code enforcement efforts through the allocation of additional resources and staff-directed patrols.

Action(s) taken to date: In the time from 2007-2010, there has been a change in leadership of the Code Enforcement Division. Code Enforcement was moved under the umbrella of the police department and is now supervised by sworn police officers. Additionally, a change in enforcement mindset was accomplished. Code Enforcement officers proactively patrol the Lake Ellsworth, Clark's Lake and Tripp Subdivisions.

Officers are attentive to violations and take measures to notify property owners and tenants where violations are discovered including knock and talks and communications through certified mail. Officers then hold the property owners accountable either through fines or abatement actions at the owner's expense. These actions include those conditions which may detract from the aesthetics of properties affect property value while contributing to unsafe living conditions for citizens.

Code Enforcement officers participate in community watch and other outreach efforts to educate residents of this area on public nuisances, minimum housing and other code enforcement related violations that affect the quality of life for citizens. Officers regularly attend Neighborhood Advisory Board, Community Watch and Community Appearance Commission, as well as, Town Hall meetings in an effort to build rapport with citizens and educate them on the process required by state law to address violations as described.

Status: On-going

Responsible Department: GPD

Recommendation: City Staff will develop sidewalk improvement plan.

Action(s) taken to date: In 2008, a Sidewalk Master Plan was developed that included a sidewalk construction plan. Sidewalks were required on all state-and city-maintained streets for new construction or re-construction projects. Construction of sidewalks began in areas that were underserved. In 2009, existing sidewalks were inventoried and new construction was identified for next 4 years.

Status: Completed

Responsible Department: PWD

Recommendation: City Staff will prepare cost estimates and project schedules for the Capital Improvement and Implementation Strategies included in this plan.

Status: On-going

All departments are responsible for their respective items.

Recommendation: City Council will utilize this plan to guide public policy and investment decisions within the Lake Ellsworth, Clark's Lake and Tripp Subdivisions.

Status: On-going

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Responsible Department: CDD

Capital Improvement and Implementation Strategies

Recommendation: The City will investigate the creation of a home improvement matching grant fund for older site-built single-family owner-occupied dwellings (example - not less than 30-years old) to be awarded on an annual basis, to encourage qualified home improvement/upgrades that will increase the tax value and marketability of older dwellings. Such grant to be secured by an owner occupancy condition (Deed of Trust) for a determined period.

Action(s) taken to date: No progress at this time.

Status: On-going

Responsible Department: CDD

Recommendation: The City will include the unimproved sections of Tripp Lane in the City's existing street improvement program and the City will install pavement and related drainage facilities as necessary within the dedicated right-of-way in accordance with established street improvement program priority, as funding is available. Funding and/or reimbursement sources for this project may include: annual city budget, capital improvement program, state-share revenue, and/or abutting property owner assessment.

Action(s) taken to date: Improvements to Tripp Lane will be performed as funds become necessary.

Status: On-going

Responsible Department: PWD

Recommendation: The City will provide a grant, in accordance with current program/policy, to the neighborhood homeowner's associations for design and construction of neighborhood (subdivision) entrance signs.

Action(s) taken to date: In 2009, the Lake Ellsworth Neighborhood Association received a Neighborhood Improvement Grant for an entrance sign.

Status: Completed

Responsible Department: CDD

Recommendation: The City will install appropriate GREAT system bus stop improvements as determined necessary and appropriate by the Public Works Department.

Action(s) taken to date: The *Short Range Transit Plan* recommends switching service along Spring Forest Road from Route 2 to Route 6.

Status: Implementation scheduled for March, 2015.

Responsible Department: PWD

Recommendation: The City will install sidewalks per an adopted *Sidewalk Master Plan*.

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Action(s) taken to date: There is an adopted sidewalk plan, however no sidewalks are proposed in this area.

Status: On-going

Responsible Department: PWD

Recommendation: The City will consult with NC Department of Transportation to determine the feasibility of NC DOT installation of a traffic light at the intersection of Spring Forest Road and Dickinson Avenue, or other neighborhood entrance street as may be determined appropriate by the City and NC DOT.

Action(s) taken to date: There are on-going discussions on a location-by-location basis. NC DOT and/or the City determine feasibility.

Status: On-going

Responsible Department: PWD

Recommendation: The City will assess street drainage facilities including travel-way locations reported to be affected by occasional flooding, such as Phillips Road and Courtney Place, and will install improvements as determined to be necessary by the City Engineer.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will evaluate junk/disabled vehicle policies, specifically in reference to allowance of covered vehicles in the rear yard, and amend the current policy as determined appropriate.

Action(s) taken to date: No progress at this time.

Recommendation: The City will consider amendment of the public nuisance regulations to allow trimming of vegetation and/or removal of vegetation from private property where vegetation impedes public safety vehicle ingress and egress in designated apparatus access areas.

Action(s) taken to date: Text amendment adopted by City Council on January 8, 2009.

Status: Completed

Responsible Department: CDD

Recommendation: The City will inform and educate residents of potentially hazardous conditions due to the proximity of site vegetation to dwellings in cases where such vegetation, may atypically increase exposure during fires. The property owner

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

and/or occupant is responsible for determining the risk of exposure to fire or other hazards and for taking corrective actions concerning the preservation of life and property.

Action(s) taken to date: Fire-Rescue will be met with the Lake Ellsworth Neighborhood Association in March, 2012 to discuss woodland fire risk to residential structures and how homeowners can take preventive measures.

Status: On-going

Responsible Department: F/R

Recommendation: The City will encourage additional neighborhood volunteer participation in the Adopt-A-Street program.

Action(s) taken to date: This is an active program and citizens can call the PWD to apply for participation in the program.

Status: On-going

Responsible Department: PWD

Recommendation: The City will consider the initiation of zoning map amendment(s) for neighborhood and adjacent area properties that are included in a zoning district that is consistent with Horizons: Greenville's Community Plan and the Future Land Use Plan Map recommendations.

Action(s) taken to date: No progress at this time.

Status: On-going

Responsible Department: CDD

Recommendation: The City will assist neighborhood residents in the establishment of a neighborhood association.

Action(s) taken to date: In 2009, the Lake Ellsworth Neighborhood Association was re-activated. The City will continue to work with the Clark's Lake and Tripp Subdivisions to organize a neighborhood association.

Status: On-going

Responsible Department: CDD

Recommendation: The City will assist neighborhood and area residents in the establishment of a Neighborhood Watch Program.

Action(s) taken to date: In the time from 2007-2010, there has been an establishment of a neighborhood watch program in this area by the previous Crime Prevention Coordinator. The City will continue to work with the neighborhoods to organize a neighborhood watch program.

Status: On-going

Responsible Department: GPD

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Recommendation: The City will evaluate passenger vehicle speeds on neighborhood streets and shall install additional traffic-calming devices as determined to be necessary by the City Engineer.

Action(s) taken to date: In January 2010, a traffic study was conducted, but the area did not meet requirements for traffic-calming devices. A new study was conducted in February, 2012, speed bumps have been installed.

Status: On-going

Responsible Department: PWD

Recommendation: The City will conduct an inspection and environmental assessment of underground fuel oil storage tanks, and shall require compliance with applicable requirements. Abandoned underground fuel storage tanks shall be secured to reduce groundwater contamination.

Action(s) taken to date: This is handled by NC DENR.

Status: Closed

Recommendation: The City will notify property owners of address number display requirements.

Action(s) taken to date: Information on the City's 911-addressing requirements is broadcast GTV9.

Status: On-going

Recommendation: The City will update the GIS-GPS coverage for storm water improvements throughout and adjacent to the neighborhood.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will request and encourage GUC to update the GIS-GPS coverage for all public utilities, including water, sanitary sewer, gas and electric lines, and street lights throughout and adjacent to the neighborhood.

Action(s) taken to date: No progress at this time.

Status: On-going

Responsible Department: GUC

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Tar River/University Area (adopted April 9, 2009)

Policy Improvement and Implementation Strategies

Recommendation: City Council will amend *HORIZONS: Greenville's Community Plan* to incorporate the *Tar River/University Area Neighborhood Report and Plan* by reference.

Action(s) taken to date: Adopted by City Council on April 9, 2009.

Status: Complete

Responsible Department: CDD

Recommendation: City Staff will conduct a periodic review of the neighborhood report and plan, and the adopted implementation and improvement strategies to evaluate plan progress toward the goal of continued neighborhood sustainability.

Action(s) taken to date: On-going

Status: On-going

Responsible Department: CDD

Recommendation: Completion of current City Council Goals (2006-2007) and future goals, as may be adopted, in accordance with established schedules.

Action(s) taken to date: On-going

Status: On-going

Responsible Department: CDD

Recommendation: Completion of current City Council Goals (2008-2009) and future goals, as may be adopted, in accordance with established schedules.

Action(s) taken to date: On-going

Status: On-going

Responsible Department: CDD

Recommendation: City Council will consider creating a Rental Registration Program as recommended by the Task Force on Preservation of Neighborhoods and Housing and per City Council 2006-2007 Goals and Objectives.

Action(s) taken to date: In April 2013, City Council requested staff investigate the logistics of developing a rental registration. After Council consideration, there was not interest in moving forward.

Status: Closed

Recommendation: City Staff will investigate options for neighborhood identification signage to be located at neighborhood entrances including easement acquisition and/or in right-of-way location.

Action(s) taken to date: No progress at this time.

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Status: On-going
Responsible Department: CDD

Recommendation: City Staff will increase neighborhood-wide code enforcement efforts through the allocation of additional resources and staff-directed patrols.

Action(s) taken to date: In 2010, the City entered into an agreement with ECU to provide an additional code enforcement officer to concentrate on rental housing near campus.

Status: Complete
Responsible Department: GPD

Recommendation: City Staff will develop *Sidewalk Master Plan* for City Council consideration.

Action(s) taken to date: In 2008, a *Sidewalk Master Plan* was developed that included a sidewalk construction plan. Sidewalks were required on all state- and city-maintained streets for new construction or re-construction projects. Construction of sidewalks began in areas that were underserved. In 2009, existing sidewalks were inventoried and new construction was identified for the next 4 years.

Status: Complete
Responsible Department: PWD

Recommendation: City Staff will prepare cost estimates and project schedules for the Capital Improvement and Implementation Strategies included in this plan.

Status: On-going
All departments are responsible for their respective items.

Recommendation: City Council will utilize this plan to guide public policy and investment decisions within the Tar River/University Area.

Action(s) taken to date: On-going
Responsible Department: CDD

Capital Improvement and Implementation Strategies

Recommendation: The City will investigate the creation of a home improvement matching grant fund for older site-built single-family owner-occupied dwellings (example - not less than 30-years old) to be awarded on an annual basis, to encourage qualified home improvement/upgrades that will increase the tax value and marketability of older dwellings. Such grant to be secured by an owner occupancy condition (Deed of Trust) for a determined period.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: CDD

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Recommendation: The City will provide a grant, in accordance with current program/policy, to the neighborhood homeowner's associations for design and construction of neighborhood (subdivision) entrance signs.

Action(s) taken to date: TRUNA has applied and received four Neighborhood Improvement Grants (2004, 2008, 2009, and 2010). Three grants were for landscape activities and one was for a website. No applications were related to signage.

Status: On-going

Responsible Department: CDD

Recommendation: The City will install appropriate GREAT system bus stop improvements as determined necessary and appropriate by the Public Works Department as recommended by the *Thoroughfare Plan*.

Action(s) taken to date: The *Short Range Transit Plan* recommends a new service along 5th Street (between Reade Street and Forest Hill Circle). Implementation scheduled for March, 2015.

Status: On-going

Responsible Department: PWD

Recommendation: The City will install sidewalks per an adopted *Sidewalk Master Plan*.

Action(s) taken to date: No new sidewalks identified on the *Sidewalk Master Plan* for this area.

Status: On-going

Responsible Department: PWD

Recommendation: The City will assess street drainage facilities including travel-way locations reported to be affected by occasional flooding and shall install improvements as determined to be necessary by the City Engineer.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will evaluate junk/disabled vehicle policies, specifically in reference to allowance of covered vehicles in the rear yard, and amend the current policy as determined appropriate.

Action(s) taken to date: No progress at this time.

Status: On-going

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Recommendation: The City will encourage additional neighborhood volunteer participation in the Adopt-A-Street program.

Action(s) taken to date: This is an active program and citizens can call the PWD to apply for participation in the program.

Status: On-going

Responsible Department: PWD

Recommendation: The City will consider the feasibility of the completion of the Brownlea Drive extension to provide a connection from East 6th Street to East 10th Street.

Action(s) taken to date: City Council voted to remove Brownlea Drive from the *Thoroughfare Plan*, as well as, the extension to 10th Street.

Status: Completed

Responsible Department: PWD

Recommendation: The City will assess street lighting levels throughout the neighborhood and cause the installation of additional lamps as determined necessary by the City Engineer. Use of period street lighting fixtures will be considered in and adjacent to the historic district.

Action(s) taken to date: Interim Greenville Street Lighting standards adopted on April 15, 2011. A request was made to GUC to install five (5) new lights where lighting levels were deemed insufficient. Any existing 150W street lights will be upgraded to 250W street lights as bulbs are replaced.

Status: On-going

Responsible Department: PWD

Recommendation: The City will monitor Green Mill Run and institute bank stabilization as necessary to minimize sedimentation/erosion and land (building site) loss as determined to be necessary by the City Engineer.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will assist the neighborhood and area residents in the establishment of a Neighborhood Watch Program.

Action(s) taken to date: In 2010, the City of Greenville and East Carolina University entered into an agreement which provided funding for an additional code enforcement person whose purpose was to provide additional code enforcement resources in the Tar River/University area. As a result of that agreement, one additional code enforcement officer was hired to work solely in

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

this area and those areas throughout the City where students of East Carolina University reside.

As a result of this agreement, areas of responsibility of the remaining code enforcement officers decreased, allowing for greater proactive enforcement in all areas throughout the City of Greenville. Additionally, a greater number of directed patrols are taking place in the Tar River/University area. Code Officers continue to work through the Take Heed project and other community outreach efforts to educate students and citizens in being good neighbors. Code Enforcement officers work closely with the Tar River/University Neighborhood Association, the Historic Preservation Commission and other community groups to address quality of life issues and bring understanding to citizens concerning the process set by state law which must be followed to address Code Enforcement violations.

Status: On-going

Responsible Department: GPD

Recommendation: The City will investigate passenger vehicle speeds on neighborhood streets and shall install additional traffic calming devices as determined to be necessary by the City Engineer.

Action(s) taken to date: All requests to date have been investigated. New requests will be investigated as they are received.

Status: On-going

Responsible Department: PWD

Recommendation: The City will notify property owners of address number display requirements.

Action(s) taken to date: Information on the City's 911-addressing requirements is broadcast GTV9.

Status: On-going

Recommendation: The City will update the GIS-GPS coverage for storm water improvements throughout and adjacent to the neighborhood.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will request and encourage GUC to update the GIS-GPS coverage for all public utilities, including water, sanitary sewer, gas and electric lines, and street lights throughout and adjacent to the neighborhood.

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: GUC

Recommendation: The City will consider the development of "residential rental sign" regulations concerning the size, number and location of on-site rental signs in single-family areas.

Action(s) taken to date: No progress at this time.
Status: On-going
Responsible Department: CDD

Recommendation: The City will explore methods to better inform residents on the use of the online Intouch (complaint/question) action line system.

Action(s) taken to date: In 2006, the InTouch system was installed. In 2009, InTouch was migrated to Web Q&A. In 2010, Web Q&A went live.
Status: Completed
Responsible Department: CMO

Recommendation: The City will prohibit expansion of the neighborhood commercial focus area at Jarvis and East 3rd Streets.

Action(s) taken to date: There has not been a request for additional commercial zoning at this location.
Status: On-going
Responsible Department: CDD

Recommendation: The City will encourage the installation of additional lighting in and around parking lots and buildings at the neighborhood commercial focus area at Jarvis and East 3rd Streets.

Action(s) taken to date: Interim Greenville Street Lighting standards adopted on April 15, 2011. Current lighting is sufficient. Any existing 150W street lights will be upgraded to 250W street lights as bulbs are replaced.
Status: On-going
Responsible Department: PWD

Recommendation: The City will consider partnering with Re-Leaf to plant canopy trees in the neighborhood.

Action(s) taken to date: The City, in partnership with Re-Leaf, has planted trees in the TRUNA neighborhood. Re-Leaf is funding the planting of additional trees along East 5th Street that will be planted this year.
Status: On-going
Responsible Department: PWD

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Recommendation: The City will investigate enhancing existing crosswalks and suitability of additional crosswalks in the neighborhood.

Action(s) taken to date: In 2006, PWD staff evaluated crosswalks at signalized intersections and mid-block at City and state roads. New pavement markings were installed. In 2007, pavement markings were still being upgraded and countdown pedestrian signals are installed as old pedestrian signal heads were replaced.

Status: On-going

Responsible Department: PWD

Recommendation: The City will investigate a partnership with ECU to prepare a Gateway and Streetscape Plan in the neighborhood to create a sense of place and enhance the connection between the neighborhood, Uptown and ECU.

Action(s) taken to date: In 2006, the Redevelopment Commission and city staff worked to foster a relationship between ECU and Uptown Greenville. In 2011, several members of the ECU Administration served on the Uptown Greenville Board.

Status: On-going

Responsible Department: PWD

Recommendation: The City will investigate the feasibility of an amendment to the Greenway Master Plan to include a portion of Town Creek and potential pedestrian crossing.

Action(s) taken to date: This item was discussed between the Neighborhood Liaison/Ombudsman (Cori Hines), City Engineer and the ECU Vice Provost of Student Affairs. ECU owns the subject property is not interested in pursuing this item.

Status: Closed

Responsible Department: CDD

Recommendation: The City will consider the adoption of a city-wide policy on lighting standards to limit light pollution.

Action(s) taken to date: Interim Greenville Street Lighting standards adopted on April 15, 2011. Current lighting is sufficient. Any existing 150W street lights will be upgraded to 250W street lights as bulbs are replaced.

Status: On-going

Responsible Department: PWD

Recommendation: The City will investigate ways to publicize the positive attributes and changing conditions in the neighborhood as a result of the neighborhood planning initiatives.

Action(s) taken to date: In 2007, City Staff and the Historic Preservation Commission marketed resources through public speaking, district identification

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

signage, and GTV. The Neighborhood Liaison/ Ombudsman capitalized on opportunities to speak positively about the neighborhood. The neighborhood association, TRUNA, has launched a website and is currently working with a marketing specialist to develop more informational materials about the neighborhood.

Status: On-going

Responsible Department: CDD

Recommendation: The City will consider the funding for filling in gaps in existing sidewalks to facilitate a more continuous sidewalk network.

Action(s) taken to date: Sidewalk gaps have been identified and will be installed as funds become available.

Status: On-going

Responsible Department: PWD

Recommendation: The City will consider the dissemination of code enforcement activities in the neighborhood on a bi-annual basis.

Action(s) taken to date: This information is available on the City's website.

Status: Completed

Recommendation: The City will consider the adoption of a policy that reflects the City's commitment to the re-planting of right-of-way street trees when they are removed either by damage, disease, public right-of-way improvements or other natural causes.

Action(s) taken to date: Buildings and Grounds will be planting 50+ trees in the TRUNA neighborhood during 2012. The City received a grant to complete an Urban Forestry Master Plan during 2012 to help with determining replacement tree varieties.

Status: On-going

Responsible Department: PWD

Recommendation: The City will investigate the possibility of providing wireless internet access to the neighborhood.

Action(s) taken to date: In 2006, the Uptown pilot area was created. In 2007, a report was submitted to City Council identifying the wifi-downtown area and estimated cost of expanding the area. The free wifi service was not intended to substitute for residential service. There are no plans to enlarge the current area.

Status: Closed

Responsible Department: CMO

Recommendation: The City will investigate the creation of a home improvement grant program for the rehabilitation of dwellings in the local historic district.

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Action(s) taken to date: In 2011, City Council approved \$50,000 for a low-interest loan and/or matching grant program to assist property owners in preserving historic homes. An additional \$50,000 was approved for FY 2012-13.
Status: Completed
Responsible Department: CDD

Carolina Heights, Greenbrier, Hillsdale, and Tucker Circle Subdivisions (adopted January 14, 2010)

Policy Improvement and Implementation Strategies

Recommendation: City Council will amend *HORIZONS: Greenville's Community Plan* to incorporate the *Carolina Heights, Greenbrier, Hillsdale, and Tucker Circle Subdivisions Neighborhood Report and Plan* by reference.

Action(s) taken to date: Adopted by City Council on January 14, 2010.
Status: Completed
Responsible Department: CDD

Recommendation: City Staff will conduct a periodic review of the neighborhood report and plan, and the adopted implementation and improvement strategies to evaluate plan progress toward the goal of continued neighborhood sustainability.

Action(s) taken to date: On-going
Status: On-going
Responsible Department: CDD

Recommendation: Completion of current City Council Goals (2006-2007) and future goals, as may be adopted, in accordance with established schedules.

Action(s) taken to date: On-going
Status: On-going
Responsible Department: CDD

Recommendation: Completion of current City Council Goals (2008-2009) and future goals, as may be adopted, in accordance with established schedules.

Action(s) taken to date: On-going
Status: On-going
Responsible Department: CDD

Recommendation: City Council will consider creating a Rental Registration Program as recommended by the Task Force on Preservation of Neighborhoods and Housing and per City Council 2006-2007 Goals and Objectives.

Action(s) taken to date: Action(s) taken to date: In April 2013, City Council requested staff investigate the logistics of developing a rental registration. After Council consideration, there was not interest in moving forward.

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Status: Closed

Recommendation: City Staff will investigate options for neighborhood identification signage to be located at neighborhood entrances including easement acquisition and/or in right-of-way location.

Action(s) taken to date: No progress at this time.

Status: On-going

Responsible Department: CDD

Recommendation: City Staff will increase neighborhood-wide code enforcement efforts through the allocation of additional resources and staff-directed patrols.

Action(s) taken to date: As with other areas of the City, a change in mindset was accomplished. Code Enforcement officers proactively patrol Carolina Heights, Greenbrier, Hillsdale, and Tucker Circle Subdivisions.

Officers are attentive to violations and take measures to notify property owners and tenants where violations are discovered including knock and talks and communications through certified mail. Officers then hold the property owners accountable either through fines or abatement actions at the owner's expense. These actions include those conditions which may detract from the aesthetics of properties affect property value while contributing to unsafe living conditions for citizens.

Code Enforcement officers participate in community watch and other outreach efforts to educate residents of this area on public nuisances, minimum housing and other code enforcement related violations that affect the quality of life for citizens. Officers regularly attend Neighborhood Advisory Board, Community Watch and Community Appearance Commission, as well as, Town Hall meetings in an effort to build rapport with citizens and educate them on the process required by state law to address violations as described.

Status: On-going

Responsible Department: GPD

Recommendation: City Staff will prepare cost estimates and project schedules for the Capital Improvement and Implementation Strategies included in this plan.

Status: On-going

All departments are responsible for their respective items.

Recommendation: City Council will utilize this plan to guide public policy and investment decisions within the Carolina Heights, Greenbrier, Hillsdale, and Tucker Circle Subdivisions.

Status: On-going

Responsible Department: CDD

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Capital Improvement and Implementation Strategies

Recommendation: The City will investigate the creation of a home improvement matching grant fund for older site-built single-family owner-occupied dwellings (example - not less than 30-years old) to be awarded on an annual basis, to encourage qualified home improvement/upgrades that will increase the tax value and marketability of older dwellings. Such grant to be secured by an owner occupancy condition (Deed of Trust) for a determined period.

Action(s) taken to date: No progress at this time.

Status: On-going

Responsible Department: CDD

Recommendation: The City will provide a grant, in accordance with current program/policy, to the neighborhood homeowner's associations for design and construction of neighborhood (subdivision) entrance signs.

Action(s) taken to date: Colonial Heights Subdivision received three Neighborhood Improvement Grants in 2008 (2 grants) and 2010. Two of the grants were for signage improvements and one was for landscaping. No applications have been submitted for Greenbrier, Hillsdale and Tucker Circle Subdivisions.

Status: On-going

Responsible Department: CDD

Recommendation: The City will install appropriate GREAT system bus stop improvements as determined necessary and appropriate by the Public Works Department as recommended by the *Thoroughfare Plan*.

Action(s) taken to date: The *Short Range Transit Plan* does not recommend any changes.

Status: Closed

Responsible Department: PWD

Recommendation: The City will encourage additional neighborhood volunteer participation in the Adopt-A-Street program.

Action(s) taken to date: This is an active program and citizens can call the PWD to apply for participation in the program.

Status: On-going

Responsible Department: PWD

Recommendation: The City will assess street lighting levels throughout the neighborhood and cause the installation of additional lamps as determined necessary by the City Engineer.

Action(s) taken to date: Interim Greenville Street Lighting standards adopted on April 15, 2011. There is a request to GUC to install two new lights where

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

lighting levels were insufficient. Any existing 150W street lights will be upgraded to 250W street lights as bulbs are replaced.

Status: On-going

Responsible Department: PWD

Recommendation: The City will monitor Green Mill Run and institute bank stabilization, as necessary, to minimize sedimentation/erosion and land (building site) loss as determined by the City Engineer.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will assist the neighborhood and area residents in the establishment of a Neighborhood Association and a Community Watch Program.

Action(s) taken to date: The Neighborhood Liaison/Ombudsman made a presentation to the residents about the benefits of a neighborhood association, but there was little interest. The City will continue to work with the neighborhood to establish a Neighborhood Association and a Community Watch Program.

Status: On-going

Responsible Department: CDD and GPD

Recommendation: The City will evaluate passenger vehicle speeds on neighborhood streets and shall install additional traffic-calming devices as determined to be necessary by the City Engineer, especially on Millbrook Street and Sunset Avenue.

Action(s) taken to date: In 2006, a traffic-calming study was prepared. At that time the neighborhood qualified for traffic-calming devices, but the petition for the installation was not submitted. A new study was performed in March, 2012. Millbrook Street qualified for speed humps. A neighborhood meeting will be scheduled to determine the location of speed bumps.

Status: On-going

Responsible Department: PWD

Recommendation: The City will notify property owners of address number display requirements.

Action(s) taken to date: Information on the City's 911-addressing requirements is broadcast GTV9.

Status: On-going

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Recommendation: The City will update the GIS-GPS coverage for storm water improvements throughout and adjacent to the neighborhood.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will request and encourage GUC to update the GIS-GPS coverage for all public utilities, including water, sanitary sewer, gas and electric lines, and street lights throughout and adjacent to the neighborhood.

Action(s) taken to date: No progress at this time.

Status: On-going

Responsible Department: GUC

Recommendation: The City will investigate enhancing existing crosswalks and suitability of additional crosswalks in the neighborhood.

Action(s) taken to date: In 2006, PWD staff evaluated crosswalks at signalized intersections and mid-block at city and state roads. New pavement markings were installed. In 2007, countdown pedestrian signals were installed as old pedestrian signal heads were replaced.

Status: On-going

Responsible Department: PWD

Oak Grove Estates Subdivision (adopted November 7, 2013)

Policy Improvement and Implementation Strategies

Recommendation: City Council will amend *HORIZONS: Greenville's Community Plan* to incorporate the *Oak Grove Estates Subdivision Neighborhood Report and Plan* by reference.

Action(s) taken to date: Adopted by City Council on November 7, 2013.

Status: Completed

Responsible Department: CDD

Recommendation: City Staff will conduct a periodic review of the neighborhood report and plan, and the adopted implementation and improvement strategies to evaluate plan progress toward the goal of continued neighborhood sustainability.

Action(s) taken to date: On-going

Status: On-going

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Responsible Department: CDD

Recommendation: Completion of current City Council Goals (2006-2007) and future goals, as may be adopted, in accordance with established schedules.

Action(s) taken to date: On-going

Status: On-going

Responsible Department: CDD

Recommendation: Completion of current City Council Goals (2008-2009) and future goals, as may be adopted, in accordance with established schedules.

Action(s) taken to date: On-going

Status: On-going

Responsible Department: CDD

Recommendation: Completion of current City Council Goals (2012-2013) and future goals, as may be adopted, in accordance with established schedules.

Action(s) taken to date: On-going

Status: On-going

Responsible Department: CDD

Recommendation: City Staff will prepare cost estimates and project schedules for the Capital Improvement and Implementation Strategies included in this plan.

Action(s) taken to date: On-going

Status: On-going

All departments are responsible for their respective items.

Recommendation: City Council will utilize this plan to guide public policy and investment decisions within the Oak Grove Estates Subdivisions.

Action(s) taken to date: On-going

Status: On-going

Responsible Department: CDD

Capital Improvement and Implementation Strategies

Recommendation: The City will investigate the creation of a home improvement matching grant fund for older site-built single-family owner-occupied dwellings (example - not less than 30-years old) to be awarded on an annual basis, to encourage qualified home improvement/upgrades that will increase the tax value and marketability of older dwellings. Such grant to be secured by an owner occupancy condition (Deed of Trust) for a determined period.

Action(s) taken to date: No progress at this time.

Status: On-going

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Responsible Department: CDD

Recommendation: The City will provide a grant, in accordance with current program/policy, to a city-recognized neighborhood association for neighborhood improvement activities such as, improvements of existing entrance signs and/or installation/construction of street identifiers.

Action(s) taken to date: Since a city-recognized has not been organized, the neighborhood is not eligible to apply for grants. The City will continue to work with the neighborhood to establish a Neighborhood Association.

Status: On-going

Responsible Department: CDD

Recommendation: The City will install appropriate GREAT system bus stop improvements at locations as determined necessary and appropriate by the Public Works Department as recommended by the *Thoroughfare Plan*.

Action(s) taken to date: No further improvements are planned at this time.

Status: Closed

Responsible Department: PWD

Recommendation: The City will continue to work on the installation of a bus shelter at the GREAT bus stop at Oak Grove Avenue and Glenda Street, if an acceptable right-of-way location can be found, as determined necessary by the City Engineer.

Action(s) taken to date: The shelter has been constructed and ready for use.

Status: Closed

Responsible Department: PWD

Recommendation: The City plans to serve the Oak Grove Estates Subdivision on every trip of the GREAT bus instead of every other trip, which is anticipated to occur early 2014.

Action(s) taken to date: The new schedule is expected to begin February, 2015.

Status: Closed

Responsible Department: PWD

Recommendation: The City will assess street lighting levels throughout the neighborhood and cause the installation of additional lamps as determined necessary by the City Engineer.

Action(s) taken to date: In November, 2013, the City trimmed trees around street lights that were blocking light passage. This work will be preformed again this November. Any existing 150W street lights will be upgraded to 250W street lights as bulbs are replaced. Also, one additional street light was placed near Glenda Street.

Status: On-going

Responsible Department: PWD

COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

Recommendation: The City will continue to monitor drainage conditions in the neighborhood.

Action(s) taken to date: Status: Pitt County, Pitt Greenville Airport and the City met in September, 2014 to discuss this issue. Pitt County has surveyed the ditch and the best course of action to mitigate drainage conditions is currently being discussed.

Status: On-going

Responsible Department: PWD

Recommendation: The City will assist the neighborhood and area residents in the establishment of a Neighborhood Association and a Community Watch Program.

Action(s) taken to date: The City will continue to work with the neighborhood to establish a Neighborhood Association and a Community Watch Program.

Status: On-going

Responsible Department: CDD and GPD

Recommendation: The City will continue to fund the adopted *Greenfield Terrace Master Plan*.

Action(s): There are CIP requests for Phase II improvements to the Greenfield Terrace Park which includes the installation of a ball field and paving the parking area.

Status: On-going

Responsible Department: R/P

Recommendation: The City will notify property owners of address number display requirements.

Action(s) taken to date: Information on the City's 911-addressing requirements is broadcast GTV9.

Status: On-going

Recommendation: The City will update the GIS-GPS coverage for storm water improvements throughout and adjacent to the neighborhood.

Action(s) taken to date: The City has hired consultants to prepare city-wide watershed master plans. This item will be included as part of the watershed master plan process. The Public Works Department will use these plans to assist with maintenance activities, assess capital improvement project needs, meet state and federal stormwater requirements, and aid in quality assurance of new/re-development efforts in the City of Greenville.

Status: On-going

Responsible Department: PWD

Recommendation: The City will request and encourage GUC to update the GIS-GPS coverage for all public utilities, including water, sanitary sewer, gas and electric lines, and street lights throughout and adjacent to the neighborhood.

Action(s) taken to date: No progress at this time.

**COMPILED LIST OF POLICY AND CAPITAL IMPLEMENTATION STRATEGIES
FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS**

Status: On-going
Responsible Department: GUC