



February 28, 2014

TO: Mayor and Members of Council  
FROM: Jim Westmoreland, City Manager <sup>For (M)</sup>  
SUBJECT: Items for Your Information

UPCOMING MEETINGS

- Mar 4 at 5:00 pm City Council Meeting
- Mar 13 at Noon Council Work Session
- Mar 18 at 5:30 pm City Council Meeting
- Mar 19 at 5:00 pm CRC Enhancement Committee
- Mar 25 at 3:00 pm Council Work Session

**March 4, 2014 City Council Agenda Items**

• **Agenda Item # 25: Water and Sewer Rehab Contract Change Order**

Attached is a memorandum from Water Resources Director Steven Drew, dated February 24, 2014, regarding a request for approval of a change order to the water and sewer rehab contract in the amount of \$1.7M at the March 4, 2014 City Council Meeting.

• **Agenda Item #26 & 27: Migration to the Software-as-a-Service Model**

Attached is a memorandum from Information Technology Deputy Director Chryste Hofer and Finance Deputy Director Chris Payne, dated February 28, 2014, regarding the changes to the Lawson business software subscription license agreement.

**Council Follow-Up Items**

• **Renaissance Center**

As a follow-up to a request from Councilmember Fox at the February 18, 2014 City Council Meeting, attached is a memorandum from Assistant City Manager David Parrish providing a copy of two contracts pertaining to the mediation and legal services for the Renaissance Shopping Center project.

**MLK Community Connections Meeting**

Attached is a memorandum from Assistant City Manager David Parrish and Interim Assistant City Manager Mary Vigue, dated February 28, 2014, regarding a community meeting on Thursday, March 6, 2014 from 5:30 pm to 7:30 pm at the Guilford Child Development Center.

**Development Matters! Workshop**

Attached is a memorandum from Planning Director Sue Schwartz, dated February 28, 2014, regarding the Development Matters! Workshop scheduled for Friday, March 7, 2014.

**Code Compliance Quarterly Activity Report**

Attached is a memorandum from Neighborhood Director Barbara Harris, dated January 31, 2014, providing the quarterly Greensboro Code of Ordinances activity report.

**Public Information Request Report**

Attached is the weekly Public Information Request Report for the week of February 28, 2014.

**Contact Center Feedback**

Attached is the weekly report generated by our Contact Center for the week of February 17, 2014 through February 23, 2014

Water Resources Department  
City of Greensboro



February 24, 2014

**TO:** David Parrish, Assistant City Manager

**FROM:** Steven Drew, Water Resources Director

**SUBJECT:** Change Order Requested for Water and Sewer Rehab Contract

Contract 2012-095 was approved and authorized by City Council on May 21, 2013. The contract was awarded to KRG Utility, Inc. in the amount of \$2,573,280.10, and subsequently increased to \$6,082,900.10 by City Council on October 15, 2013. When this contract was bid, the City reserved the right to extend it as a "Unit Price Contract." Authorization of a change order will be requested at the March 4th City Council Meeting to allow additional work to proceed.

The City's pipe rehabilitation program is based on the risks associated with failures and engineered to meet defined levels of service. Water line age, material of pipe, installation methods, water line pressure, flow, water quality, breakages and capacity reduction are considerations when evaluating the probability of failure.

Water Resources has identified additional substandard water lines, valves and fire hydrants in various locations throughout the City in need of rehabilitation. Most of these appurtenances were installed prior to 1950 and have decayed over time resulting in increased incidents of maintenance and repairs. The additional footage of 4-inch through 8-inch waterlines to be rehabilitated is approximately 11,200 linear feet, including 50 valves and 150 hydrants. Water Resources is requesting a change order in the amount of \$1,710,189 at the March 4, 2014 City Council Meeting so additional pipe rehabilitation for FY 2013-2014 can be completed.

SD/rb



February 28, 2014

**TO:** Jim Westmoreland, City Manager

**FROM:** Chryste Hofer, Deputy CIO  
Chris Payne, Deputy Finance Director

**SUBJECT:** ERP Business Software Subscription License Agreement

In 2003, the City of Greensboro implemented Lawson Software an Enterprise Resource Planning (ERP) software solution. Lawson was purchased in 2012 by Infor and continues to provide the core business management software applications for the organization including financials, accounting, payroll, procurement, contract management and human resource management. Infor also acquired the Enterprise Asset Management (EAM) software that is being used by Transportation, Water Resources, Field Operations, Fire Department and others to manage city infrastructure and assets. This application currently manages approximately 600,000 assets and processes roughly 100,000 work orders annually. Infor has made a substantial investment into the product functionality of both systems and now offers a way to further integrate the two products for more efficiency. As a result, it is desirable to upgrade to the required and latest version of Infor applications and purchase the integration toolkit that ties together both ERP and EAM systems. Negotiations were established with Infor to identify ways to lower our annual maintenance support costs and infrastructure investment while taking advantage of the integration functionality.

### **Objectives**

It was determined that it was in the best interest of the City to change the methodology of licensing software from the perpetual on premise model to the more modern and increasingly common, Software-as-a-Service (SaaS) model. SaaS is a software delivery model in which software and associated data are centrally hosted in the cloud and accessed via a web browser. Using the SaaS model, Infor was able to meet our financial and application objectives as well as offer the additional savings and benefits highlighted below:

- Reduction of IT support costs by outsourcing hardware and software support to the SaaS provider.
- Reduction of IT capital assets by significantly reducing or eliminating hardware requirements.
- Instant redundancy of the database for disaster recovery by using standard features of cloud computing resulting in very strong business continuity standards.
- Lower cost of ownership with subscription based fixed payment schedules.

- Ability to add several new software applications bundled within the new software configuration at minimal cost.
- Employee access from anywhere and anytime via a web browser.
- Ability to deploy changes and application upgrades with less down time.

The SaaS model and negotiated bundled package will meet the following specific objectives:

- Migration from Oracle to the preferred SQL database platform.
- Application upgrades to the latest Infor Business Management Software version 10x.
- Implementation of the ION connector between core Infor ERP applications and Infor EAM.
- Additional product functionality including HR applications to streamline both employee on-boarding and employee performance management.
- Elimination or significant reduction in the cost of maintaining almost four (4) Terabytes of data on our Storage Area Network consisting of eleven (11) virtual servers and two (2) AIX servers.
- Eliminates the need to maintain a redundant disaster recovery system.

The SaaS model and bundled package also provides the following:

- Annual costs are frozen for a four (4) year period.
- Negotiated cost containment in annual subscription fees for SaaS model resulting in savings of approximately \$645,000 over the next 10 years
- An estimated value of \$610,000 in additional HR and technology toolkits included in the bundled package at no additional cost

## **Security**

Our Security team conducted a risk assessment against Infor and their infrastructure partner Amazon Web Services (AWS). We concluded AWS is an industry certified and has in place security practices to protect the confidentiality, integrity and availability of the ERP solution.

- AWS is ISO27001, FISMA, and PCI certified. These certifications attest to the logical and physical security of the network and the required credit card data protection.
- AWS is SAS70 certified. This is a certification provided by the American Institute of Certified Public Accountants to assess the internal controls of an organization.
- AWS performs active monitoring of systems and applications to detect malicious activities and unauthorized access attempts.
- No access to servers is allowed from any public network, enforced by industry standard, top tier firewalls and intrusion detection systems.
- Our data will be encrypted while in transit and at rest and will reside in a private server architecture.
- Our data will reside in a data service center located in Northern Virginia. For service redundancy purposes, the data will be stored in a least 2 physical locations in this region.

**Timing**

Cloud computing has reached a level of adoption where we are comfortable recommending this option as a viable solution for City infrastructure. Infor currently has more than 2000 customers using Infor cloud solutions including Scott County, Minnesota. Additionally, Triangle J Council of Governments has migrated to the cloud and Guilford County is negotiating with Infor to move their applications to a SaaS model. As a natural progression to this migration, we transitioned to a managed services support model in 2012 wherein Infor remotely manages daily system administration while we continue to manage security administration of the system. The transition to managed services was necessary as a result of retirements and staff resources. We believe the timing is appropriate to move to a SQL database as the Oracle database administrator, a key position, recently retired. Timing is critical as we are also at the end of our renewal period which requires license negotiation prior to the August 1, 2014 expiration date.

**Funding**

We have calculated savings from entering into the new software licensing and maintenance agreements and reducing hardware and system administration costs for both the initial 5-year contract term and the maximum 10-year period. The estimated net savings for the initial 5-year period is \$175,000. However, significant net savings will be realized in the subsequent 5-year period, estimated at \$470,000, for a total net savings over the 10-year period of \$645,000. And, the City will also benefit from significant financial, human resource and asset management system enhancements along with vital security and data management improvements.

**Below is a summary of the contract costs for the initial 5-year contract:**

Year 1: Annual license subscription fee	\$774,781.80
Year 1: Professional services (estimated)	\$302,000.00
Subtotal – Budget amendment required	<b>\$1,076,781.80</b>

**Costs for years 2-4 under the contract:**

Year 2: Professional services (estimated)	\$50,000.00
Year 2: Maintenance costs to support current software during transition	\$168,000.00
Year 2: Annual license subscription fee	\$774,781.80
Year 3: Annual license subscription fee	\$774,781.80
Year 4: Annual license subscription fee	\$774,781.80
Year 5: Annual license subscription fee	\$813,520.05

**Total estimated project cost for 5-year period** **\$4,432,647.25**

First year costs totaling \$1,076,782 will be funded from current annual appropriations in the Capital Leasing fund in the amount of \$96,782 and an appropriation of fund balance in the Network Services fund in the amount of \$980,000.

Future years' costs will be funded within current software support and maintenance funding levels with no additional costs to the General Fund to implement this plan.

An agenda item and budget ordinance scheduled for the March 4, 2014 City Council meeting has been submitted for Council consideration and approval of the contracts required for the migration to the Software-as-a-Service model.

CH/CP

cc: Mary Vigue, Interim Assistant City Manager  
Rick Lusk, Finance Director  
Jane Nickles, Interim Information Technology Director



February 28, 2014

**TO:** Jim Westmoreland, City Manager  
**FROM:** David Parrish, Assistant City Manager  
**SUBJECT:** Contract's for Renaissance Center

At the February 18, 2014 City Council meeting, Councilmember Fox requested staff to provide information on contracts 2013-5061 and 2013-10045. The contracts are attached for review.

Contract 2013-5061 is with McCants Communication Group and was initiated at the request of former City Manager Denise Turner Roth. Andrew Scott, Assistant City Manager for Economic Development, developed the contract in consultation with Donnie Turlington, Communications Manager. Mr. McCants, a public relations professional, was retained to assist the City with community outreach and issue management, as the City stepped up economic development activity in East Greensboro as a result of the East Greensboro Summit in the fall of 2012.

Mr. McCants was tasked with soliciting ideas from groups and individuals involved in the East Greensboro economic development discussions and providing feedback to the City Manager. Mr. McCants was contracted to provide these services because of his reputation and understanding of the East Greensboro community. In November 2013, this contract was amended to provide specific tasks related to conflict in the community around various proposals for the renovation of the Renaissance Center on Phillips Avenue.

Contract 2013-10045 is with Cameron Cooke and was initiated at the request of former Councilmember Jim Kee. Mr. Cooke, a lawyer and seasoned mediator, was tasked to work with Mr. McCants to reach out to all parties involved in the Renaissance Center discussion. It was hoped that Mr. McCants and Mr. Cooke would be able to provide City Council and the interested parties, with an agreement that the majority of the groups involved could support. These services were contracted because of the desire for a third party, and trusted member of the community, to facilitate the discussions.

DP

Professional Consulting Services Agreement  
CITY OF GREENSBORO

5551  
2013-5061

**WITNESSETH:**

This contract, made and entered into this the 1<sup>st</sup> day of March, 2013, by and between the City of Greensboro, a municipal corporation of the State of North Carolina (hereafter referred to as the *City*) and **McCants Communication Group**, a corporation located at **US Trust Center Building, 301 North Elm Street, Suite 264 Greensboro, NC 27401**.

WHEREAS, the Executive Office of the City desires to engage the Consultant to render certain technical and consultant services which are described in this Agreement. The Consultant has demonstrated prior experience in providing such services and the City wishes to engage such services in accordance with the following exhibits and attachments incorporated herein:

Exhibit A: Consultant's Services Fee Schedule

**Professional Services Rendered**

In consideration of the monetary payment hereinafter described in Exhibit A, Consultant's Proposal attached hereto and made a part hereof, the Consultant will provide services to the City of Greensboro Executive Office.

**1. Specific Duties & Responsibilities**

The Consultant is responsible to fulfill the duties and responsibilities specified in Exhibit A, Consultant's Services Fee Schedule, attached hereto and reference herein.

**2. Scope of Work**

Consultant shall provide Economic Development Support services in accordance with Exhibit A.

**3. Insurance Requirements**

During the performance of the services under this Agreement, the Consultant does hereby agree to maintain insurance as follows:

**Worker's Compensation**

Consultant shall maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, and up to a \$100,000 limit for bodily injury for each employee, and with a \$500,000 bodily injury aggregate policy limit.



**Professional Consulting Services Agreement  
CITY OF GREENSBORO**

**Commercial General Liability**

Consultant shall maintain minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit. This shall include premises and/or operations, independent Consultants, products and/or completed operations, errors and omissions, and a contractual liability endorsement.

**Special Requirements**

The City of Greensboro is to be named as additional insured on the Commercial General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewed policies shall be sent to the City of Greensboro thirty (30) days prior to any expiration date. Policies of Insurance on an Acord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the City of Greensboro. Wording on the Policy of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the City at any time.

Consultant shall neither assign any personnel other than Franklin Lee, nor shall it assign any part of this contract to other consultants or subcontractors without written pre-approval of the City; in which case, it shall be the responsibility of the Consultant to insure that all additional consultants and subcontractors comply with the same insurance requirements that Consultant is required to meet.

**4. Term**

The term of this Agreement shall be from March 1, 2013 through February <sup>28</sup>~~30~~, 2014 and may be amended to add additional projects for additional costs during said term.

**5. Compensation**

The City agrees to pay the Consultant compensation as detailed in Exhibit A, attached hereto and made a part hereof. Compensation for services provided shall not exceed **\$10,000.00 (TEN THOUSAND DOLLARS)**. Bills for fees or other compensation for Services or expenses shall be submitted to the City in detail sufficient for a proper preaudit and postaudit thereof.

**6. Billing and Payment**

**a. Submittal and Payment of Invoices**

Invoices to the City for compensation shall be submitted not more often than monthly. Invoices will be based on 100% of the work completed during the preceding month. Payment shall generally be made by the City within 10-25 calendar days unless the vendor is otherwise notified.

**Professional Consulting Services Agreement  
CITY OF GREENSBORO**

**b. Disputed Items**

If any items in any invoices submitted by the Consultant are disputed by the City for any reason, including the lack of supporting documentation, City shall temporarily delete the item(s) and shall promptly notify the Consultant of dispute and request clarification and/or remedial action. After the dispute has been settled, the Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

**7. License Requirements**

Consultant shall maintain as current all applicable licenses required by law, including City Privilege. This shall be made available to the City for inspection at any time upon request of the City.

**Professional Consulting Services Agreement  
CITY OF GREENSBORO**

**STANDARD TERMS AND CONDITIONS**

**1. Relationship**

The Parties in this contract agree that the Consultant is a professional corporation or business, and that the relationship created by this contract is that of employer and independent contractor. The Consultant is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan. The Consultant may practice his profession for others during those periods when the Consultant is not performing work under this contract for the City.

**2. Supervision and Inspection**

In the performance of the work contemplated in this agreement, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City and shall be subject to City's general rights of inspection and supervision to secure the satisfactory completion thereof.

**3. Payment of Taxes**

The Consultant assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, the Consultant agrees to pay any and all gross receipts, compensation, transaction, sales, uses, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

**4. Amendments**

Prior to the performance of work beyond the scope of this original agreement, any and all amendments to this contract shall be mutually agreed to in writing by the City in consultation with the Neighborhood Association, and the Consultant.

**5. Termination for Convenience**

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination thirty (30) days before the effective date.

**Professional Consulting Services Agreement  
CITY OF GREENSBORO**

**6. Termination for Cause**

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof. In such event, the Consultant shall cease work immediately upon receipt of such notice, all finished or prepared work by the Consultant under the contract shall become the property of the City, and the Consultant shall be entitled to receipt just and equitable compensation for any satisfactory work completed on such documents, data studies, surveys, models and reports prepared by the Consultant under the contract shall become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents in accordance with Exhibit A, Fee Schedule.

Notwithstanding the above, the Contractor shall not be relieved of liability for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

**7. Rights**

City retains the exclusive rights to cancel, stop or reschedule any or all services associated with the Contract.

**8. Non-discrimination Requirement**

The Consultant agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex, race, color, religion, national origin, handicap or disability.

**9. Compliance with Applicable Law**

Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. City and the Consultant agree to accept the remaining terms and conditions.

**10. Subcontracting**

Consultant shall assign no subcontracting work without written pre-approval of the City. In the event that subcontracting is pre-approved by the City, Consultant shall ensure that steps are taken in accordance with the City's Equal Opportunity Program(s) and federal subcontracting policy to assure equal opportunity to subcontractors.

Subcontracting with Small and Minority Firms, and Women's Business Enterprise

It is national policy to award a fair share of contracts to small, minority, and women's business firms.

**Professional Consulting Services Agreement  
CITY OF GREENSBORO**

Accordingly, affirmative steps must be taken to assure that small, minority, and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- a. Including qualified small, minority, and women's businesses on solicitation lists.
- b. Assuring that small, minority, and women's businesses are solicited whenever they are potential sources.
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority, and women's business participation.
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority, and women's business.
- e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

**11. Governing Law**

This Agreement is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County, North Carolina.

**12. Indemnification**

The Consultant does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise while the Consultant is performing, or as a result of, work pursuant to this agreement.

**13. Severance**

Should any part of this Contract be declared unenforceable, all remaining sections remain in force.

**14. Publication, Reproduction and Use of Material**

No material produced in whole or in part under this contract shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.

**Professional Consulting Services Agreement  
CITY OF GREENSBORO**

**15. City Contact for Project Management and Payment**

Kathi Dubel, Economic Development Business Services Manager  
City of Greensboro  
300 West Washington Street  
Greensboro, NC 27401  
Phone: 336-373-4579  
Email: **Kathi.Dubel@Greensboro-NC.Gov**

The City may, in its discretion, change the Contract Administrator at any time; if so, the City will notify the Consultant, in writing, of the change.

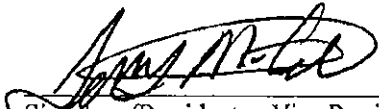
**Professional Consulting Services Agreement  
CITY OF GREENSBORO**


**16. Scope of Agreement**

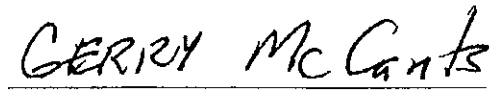
This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

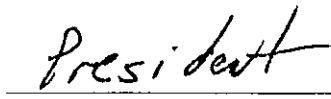
IN WITNESS WHEREOF, the City and Consultant have executed this contract on the date first written above.

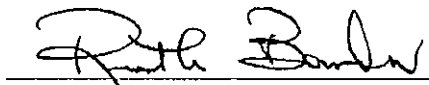
**Consultant  
McCants Communications Group**

  
\_\_\_\_\_  
Signature (President or Vice President)

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Attest



**City of Greensboro  
Contract Signature Authorization Sheet  
Executive**

**Vendor:** McCants Communications Group

**Tracking number:** 5,551

**Contract Number:**

**Change Order Number:**

**Service, Item or Project Description:**

Community Outreach, Engagement and Reporting

Kathi Rubel Date: 2/26/2013  
**Department Head Recommendation/Authorization**

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

CBW Date: 2-28-13  
**Deputy Finance Officer**

[Signature] Date: 3/7/13  
**City Attorney: Approved as to form**

[Signature] Date: 3-8-13  
**Assistant City Manager: Authorized**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Mayor: Executed**

E.H. Davidson Date: 3-11-13  
**City Clerk: Attested**



**Professional Consulting Services Agreement  
CITY OF GREENSBORO**

<b>Exhibit A Fee Schedule *</b>					
<b>Function A</b>	<b>Meeting Design and Facilitation</b>	<b>Est. Hours</b>	<b>Rate</b>	<b>Fee</b>	<b>Due Date</b>
1	Design preparation of 5 focus group meetings to be conducted with community stakeholders with 1) A&T State University and Bennett College 2) Citizens for Environmental and Economic Justice 3) Neighborhood Groups 4) East Market Merchants Association 5) East Market Street Development Corporation Board of Directors Include young entrepreneurs when possible.	16	\$125	\$2,000	
2	Schedule and solicit participation in 8 individual meetings with 1) Bob Davis (NC A&T State University and Concerned Citizens of North East Greensboro) 2) Skip Alston (Various) 3) Marty Kotis (Kotis Properties) 4) John Merrill (Gateway University Research Park) 5) Larry Burnett (Hayes Taylor YMCA) 6) Dr. Goldie Wells (CEEJ) 7) Dr. Nurridin (religious leader) 8) Terry Jones or Mike Barber (First Tee)	16	\$125	\$2,000	4/30/13
<b>Function B</b>	<b>Community Feedback Report</b>				
1	Prepare report outline (staff to review)	5	\$ 125	\$ 625	
2	Prepare draft report of findings and results by group and private consultation (staff to review)	17	\$125	\$2,125	
3	Prepare final report (est. 10-20 pages). Provide 3 hard copies and CD	12	\$125	\$1,500	
4	Prepare Executive Summary (est. 3-5 pages). Provide 3 hard copies and CD	3	\$125	\$ 375	5/16/13
<b>Function C</b>	<b>Administrative Support</b>				
1	Establish and secure meeting locations	10	25	\$250	
2	Coordinate invitations and RSVPs	16	25	\$400	
3	Set up, conduct and record 5 focus group meetings	29	25	\$725	4/30/13
<b>Total Cost of Services includes all expenses and not to exceed</b>				<b>\$10,000</b>	

\*In the event that the Consultant becomes unable to complete the scope of work and provide the deliverables specified herein, the City shall pay Consultant for work completed based on the fee for each function as stated in the following Fee Schedule, which reflects all costs to Consultant that are associated with the project.

7088

PROFESSIONAL SERVICE AGREEMENT #2013-5061  
ADDENDUM #1

An Agreement, Contract #2013-5061, entered into on March 1, 2013, by and between the firm McCants Communication Group, hereinafter referred to as the "Consultant" and the City's Executive Department, hereinafter referred to as "City", provides for certain technical and consulting services and shall be amended as follows:

1. The attached Exhibit B, Fee Schedule outlines the additional scope of services and fees that are hereby added to increase the original scope of services.
2. The original contract is amended in accordance with Exhibit B to be increased in the amount of \$11,925.00 for a total contract value not to exceed the amount of \$21,925.00 (TWENTY ONE THOUSAND, NINE HUNDRED AND TWENTY FIVE DOLLARS).
3. All other provisions of the original contract shall remain in effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement Amendment as of the date first written above.

McCants Communication Group

*Gerry McCants*  
Signature (Manager or President)

Nov. 5, 2013  
Date

GERRY McCants  
Printed Name

President  
Title

*[Signature]*  
Attest

Attachment B  
Fee Schedule for Addendum #1

<b>Contract 2013-5061 Addendum #1 Attachment B, Fee Schedule</b>				
<b>Report of Key Stakeholder Reviews of Bessemer Center Development Project and Area</b>				
<b>Function A</b>	<b>Contact/Meetings</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
<b>Individual Meetings Facilitation</b>	Goldie Wells	3	\$ 125.00	\$ 375.00
	Bob Davis	3	\$ 125.00	\$ 375.00
	Tina Surgeon	3	\$ 125.00	\$ 375.00
	Ed Whitfield	2	\$ 125.00	\$ 250.00
	Ralph Johnson	2	\$ 125.00	\$ 250.00
	Gene & Angel Blackmon	3	\$ 125.00	\$ 375.00
	Chuck Byrd	3	\$ 125.00	\$ 375.00
	Skip Alston	3	\$ 125.00	\$ 375.00
	Mike Kotis	3	\$ 125.00	\$ 375.00
	George Carr	3	\$ 125.00	\$ 375.00
<b>Group Meetings Facilitation</b>	<b>Fund 4DC</b>			
	Marnie Thompson	2	\$ 125.00	\$ 250.00
	Leo Steward			
	Louis Beveridge			
<b>Group Meetings Facilitation</b>	<b>Empowering Neighborhoods</b>	3	\$ 125.00	\$ 375.00
	Donald Blackstock			
	Talma Kee			
	Jessica Foster Bragg			
	Paul Gilmer			
	Rev. Norman King			
<b>Function B</b>	Prepare Analysis for Report	15	\$ 125.00	\$ 1,875.00
	Prepare Report	15	\$ 125.00	\$ 1,875.00
<b>Community Feedback to develop final recommendations</b>	Stakeholder Group 15 key	15	\$ 125.00	\$ 1,875.00
	Follow up questions for select	5	\$ 125.00	\$ 625.00
<b>Function C</b>				
<b>Develop and present Executive Summary of Final Recommendations</b>	Analysis of Stakeholder input	8	\$ 125.00	\$ 1,000.00
<b>Function D</b>				
<b>Admin. Support</b>	Establish meeting locationSet	16	\$ 25.00	\$ 400.00
	Up, Conduct, Record Meetings for Initial Report Development	6	\$ 25.00	\$ 150.00
<b>Total Compensation</b>				\$ 11,925.00



**City of Greensboro**  
**North Carolina**

Financial & Administrative Services Department  
Centralized Contracting Division

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF GREENSBORO**  
**EXECUTIVE DEPARTMENT**

City of Greensboro  
PO Box 3136  
Greensboro, NC 27402-3136

**CONTRACTED VENDOR**  
**PROPRIETORSHIP**

Cameron Cooke  
301 S. Greene St., Ste. 201  
Greensboro, NC 27401  
rcamcooke@yahoo.com

**CONTRACT INFORMATION**

**Contract Number: 2013 - 10045**

**Award Amount: 4,500.00**

**Contract Description: 2013-10045 Mediation and Legal Services**

**Initial Contract Term: October 7, 2013 - June 30, 2014**

This contract is made and entered into on the date signed by and between the City of Greensboro, a municipal corporation of the State of North Carolina (herein referred to as the CITY) and Cameron Cooke, herein referred to as Cameron Cooke a with offices located as written above.

**WITNESSETH:**

The City's EXECUTIVE DEPARTMENT has requested responses from qualified firms to provide services for 2013-10045 Mediation and Legal Services; and

Whereas, CAMERON COOKE has demonstrated prior experience and performance in providing such services and has submitted a response to provide such services in accordance with the following exhibits and attachments, which are attached hereto and incorporated herein:

Exhibit 1: Cameron Cooke's Submitted Response (Statement of Qualifications, Quotes, Proposal, Information, etc. and related attachments including City issued solicitations)

Attachment A: Cameron Cooke's Submitted Fee Schedule

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

### SERVICES RENDERED

In consideration of the monetary payment hereinafter described, Cameron Cooke will provide 2013-10045 Mediation and Legal Services services. Such services shall be performed and charged for in accordance with the attached Exhibit 1 and Attachment A.

Cameron Cooke and City mutually agree to the following:

#### 1. AGREEMENT SPECIFICATIONS

##### a) Specific Duties and Responsibilities

Cameron Cooke shall fulfill the duties and responsibilities of this agreement as specified and in accordance with the attached Exhibit 1, including scope of work, solicitation, if any, and proposal submitted; plus Attachment A, Fee Schedule.

##### b) Work Schedule

Work shall be delivered in accordance with the documentation attached in Exhibit 1 and Schedule A, defined above.

##### c) Term

Contract term shall be from start and end dates listed above.

##### d) Compensation

Compensation for services herein shall be provided in accordance with Attachment A, Fee Schedule. Total compensation for services described in Exhibit 1 and Attachment A shall not exceed the amount written above. Bills for fees or other compensation for Service or expenses shall be submitted to the City in detail sufficient for a proper pre-audit and post-audit thereof.

#### 2. BILLING AND PAYMENT

##### a) Payment

Payment shall generally be made by the City within 30 calendar days of receipt of a complete and accurate invoice unless Cameron Cooke is otherwise notified.

##### b) Disputed Items

If any items in any invoices submitted by the Service Provider are disputed by the City for any reason, including the lack of supporting documentation, City shall temporarily delete the items and shall promptly notify the Contractor of dispute and request clarification and/or remedial action. After the dispute has been settled, the Service Provider shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30 day period.

##### c) Submittal of Invoices

In performance of the duties and responsibilities, and the scope of work as defined in this agreement, invoices for payment of services shall be based on fees as provided for in Attachment A, Fee Schedule. Payment requests shall be regularly submitted, not more often than monthly, and minimally on a quarterly basis, within fifteen (15) days of the end of each billing period. Invoices will be based on 100% of the work completed during the preceding billing period.

d) **Receipts Required**

Where invoices are based in part on reimbursable expenses, Cameron Cooke shall collect and maintain receipts for said expenses and shall make the receipts available to the City, if requested. The requirement to retain receipts shall generally follow the established rules of the Federal Internal Revenue Service regarding what type of expenditure must be supported by receipts for income tax purposes.

e) **Non-Appropriation**

In the event that this contract shall be funded from multiple years, the automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non- appropriation occurs the contract shall become void.

3. **SUBCONTRACTING REQUIREMENTS**

a) **Assignment to Subcontractors**

Cameron Cooke shall assign no subcontracting work without written pre-approval of the City. In the event that subcontracting is pre-approved by the City, Cameron Cooke shall ensure that steps are taken in accordance with the City's Equal Opportunity Program(s) and federal subcontracting policy to assure equal opportunity to subcontractors.

b) **Equal Opportunity**

It is City policy to provide equal opportunity in the award of contracts to small, minority, and women's business firms. Accordingly, affirmative steps must be taken to assure that small, minority, and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services.

c) **Affirmative MWBE Steps**

- i. Include qualified small, minority, and women's businesses on solicitation lists.
- ii. Assure that small, minority, and women's businesses are solicited whenever they are potential sources.
- iii. When economically feasible and where the requirement permits, divide total requirements into smaller tasks or quantities so as to permit maximum small, minority, and women's business participation.
- iv. Where the requirement permits, establishing delivery schedules which will encourage participation by small, minority, and women's business.
- v. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required."

4. **CHANGES TO AGREEMENT**

a) **Rights**

The City retains the exclusive rights to cancel, stop or reschedule any or all services associated with the Contract.

b) **Amendment**

Prior to the performance of any work not detailed by the Fee Schedule as defined in Attachment A, the City and Cameron Cooke will establish a fair market rate for the performance of such services prior to the performance of such services. This Agreement will be amended at such time to reflect the additional rate and shall herein be deemed to be included as a term of the Agreement.

c) **Severance**

Should any part of this Contract be declared unenforceable, all remaining sections remain in force to the maximum extent practicable.

d) **Termination for Convenience**

The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that said termination is in its best interest. Any such termination shall be effected by the delivery to Cameron Cooke of a written notice of termination 30 days prior to the effective date. In the event of such termination, the City shall compensate Cameron Cooke in full for completed work as specified in Exhibit 1 and Attachment A and any other eligible expenses incurred prior to the delivery of the written notice of termination.

e) **Failure to Comply with Terms of Contract**

Should Cameron Cooke fail to comply with the terms of this contract, Cameron Cooke, upon actual or constructive notice of the default, may be given a remedial period for a specified number of days to remedy the default. Should Cameron Cooke fail to remedy the default, the contract shall be terminated immediately upon the expiration of the remedial period.

5. **STANDARD PROVISIONS**

a) **Relationship**

The Parties in this contract agree that Cameron Cooke is a Business Enterprise and that the relationship created by this contract is that of client and independent contractor. Cameron Cooke is not an employee of the City of Greensboro, and is not entitled to the benefits provided by employer to its employees, including, but not limited to, group insurance and pension plan.

b) **Supervision and Inspection**

In the performance of the work contemplated in this agreement, Cameron Cooke is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of this contract. However, the work contemplated in this agreement must meet the approval of the City (which shall not be unreasonably withheld) and shall be subject to City's general rights of inspection and direction to secure the satisfactory completion thereof.

c) **Payment of Taxes**

Cameron Cooke assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this contract. In addition, Cameron Cooke agrees to pay any and all gross receipts, compensation, transaction, sales, uses, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract.

d) **Non-discrimination**

Cameron Cooke agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

e) **Interest of {SupplierName}**

Cameron Cooke covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Cameron Cooke further covenants that in the performance of this Agreement no person having any such interest shall be employed.

f) **Interest of City and Other Officials**

No person listed below may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for him or herself or for those with whom he or she has family or thereafter:

- i. Who is an employee, an agent, a consultant, an officer, or elected or appointed official of the City of Greensboro or any designated public agency, or sub recipients and;
- ii. Who exercises or has exercised any function or responsibilities with respect to assisted activities; or
- iii. Who is in a position to participate in a decision making process or gain inside information with regard to such activities.

g) **Maintain and Provide Required Legal Documents**

i. Cameron Cooke agrees to maintain as current all applicable insurance, licenses and certifications required by law and any additional requirements specified by the City. A City Privilege License is required of all businesses contracted by the City unless such businesses are approved by the Centralized Contracting Division for a waiver. Waivers shall be granted only to businesses performing work exclusively outside of the City limits. Work performed includes solicitation and service support.

ii. Evidence of Insurance, license and certification requirements shall be provided to the City's Centralized Contracting Division upon contract award and subsequently made available to the City for inspection at any time upon request of the City.

h) **Governing Law**

This Agreement is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County, North Carolina.



i) **Compliance with Applicable Law**

Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. City and Cameron Cooke agree to accept the remaining terms and conditions.

j) **Indemnification**

Cameron Cooke does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise as a result of Cameron Cooke's negligence in performing, or as a result of, work pursuant to this agreement.

k) **Confidentiality**

The Recipient, City, will not disclose to any third party, or make any use of the Discloser's, Cameron Cooke's Confidential Information except as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

l) **E-Verify Requirements**

Effective September 4, 2013 House Bill 786 imposes requirements on all city contracts to ensure that contractors and their subcontractors have complied with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes. As a result, suppliers must complete and submit an affidavit attesting to compliance with E-Verify prior to contract award. Contracts entered into in violation of this requirement could be void. City of Greensboro staff cannot advise vendors, suppliers, or contractors on the requirements of E-Verify.

6. **PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**

a) **Insurance Requirements**

Cameron Cooke agrees to maintain all insurance requirements as required by law and shall furnish insurance certificate upon request of the City.

7. **CONTRACT CONTACTS**

a) **Contract Project Manager (City)**

All inquiries regarding the duties and requirements of performance under this contract, including payment inquiries, shall be directed to:

PROJECT MANAGER NAME: Kathi Dubel and Andy Scott

ADDRESS: 300 West Washington Street  
Greensboro, NC 27401

PHONE: 336-373-2002

EMAIL: Kathi.Dubel@Greensboro-NC.Gov  
Andy.Scott@Greensboro-NC.Gov

b) **Contract Administration (City)**

The City's Centralized Contracting Division administers the creation of contracts and addendums and performs related contract solicitation and contract letting processes. Inquiries related to contract administration shall be directed to:

Centralized Contracting Division  
300 West Washington Street, UG 12  
Greensboro, NC 27401  
Phone: 336-373-2192

c) **Contract Manager (Vendor)**

"The Contract Manager for this project is:

NAME: Cameron Cooke

ADDRESS: 301 S. Greene Street  
Greensboro, NC 27401

PHONE: 336-389-1800

EMAIL: rcamcooke@yahoo.com

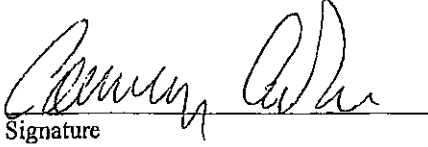
8. **SCOPE OF AGREEMENT**

a) **Scope of Agreement**

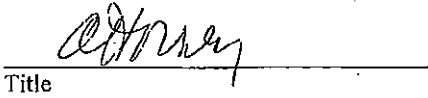
This Agreement is intended by the parties hereto to be the final expression of their Agreement and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, in triplicate originals on the date written above.

**Cameron Cooke, Attorney**

  
Signature

September 14, 2013  
Date

  
Title

CAMERON COOKE  
Printed Name



**City of Greensboro  
Contract Signature Authorization Sheet  
Executive**

**Vendor:** R Cameron Cooke

**Tracking number:** 7,144

**Contract Number:** 2013-10041

**Change Order Number:**


**Service, Item or Project Description:**

Legal and Mediation Service


**Signatures**

 \_\_\_\_\_ Date: \_\_\_\_\_  
**Department Head Recommendation/Authorization**

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

 \_\_\_\_\_ Date: 12-5-13  
**Deputy Finance Officer**

 \_\_\_\_\_ Date: \_\_\_\_\_  
**City Attorney: Approved as to form**

 \_\_\_\_\_ Date: 12-9-13  
**Assistant City Manager: Authorized**

\_\_\_\_\_ Date: \_\_\_\_\_  
**Mayor: Executed**

 \_\_\_\_\_ Date: 12-10-13  
**City Clerk: Attested**



Exhibit 1

LICENSED ATTORNEY AND MEDIATOR

Insert documentation for Exhibit 1

SOURCE OF LICENSES-NC STATE BAR AND NC DISPUTE RESOLUTION COMMISSION

ATTACHMENT A

HOURLY RATE-\$125.00FOR ASSIGNED TASKS FOR THE CITY OF GREENSBORO, NC  
PREAPPROVED EXPENSES, IF ANY

Insert documentation for Attachment A





February 28, 2014

**TO:** Jim Westmoreland, City Manager

**FROM:** David Parrish, Assistant City Manager  
Mary Vigue, Interim Assistant City Manager

**SUBJECT:** MLK Community Connections Meeting

In the second half of 2013, City staff coordinated two meetings of the three neighborhoods in the Martin Luther King (MLK) corridor. The neighborhoods are Old Asheboro, Arlington Park, and Asheboro Square. These meetings were well attended and received positive media coverage as well. The first of these meetings took place August 26 and provided a brief introduction of City staff and an overview of recent or current activities in the area. The main emphasis during this time was the Police enforcement taking place along the MLK corridor. The majority of the meeting was devoted to listening to the community in which we asked three simple questions; what should we Start, Stop, or Continue doing. Staff took copious notes during the discussions. We committed to returning for a second meeting and following up on what we heard that night.

We held a second meeting on October 30 in which staff provided responses to most of the questions and comments received. The remainder of the time was devoted to providing an opportunity for residents to meet and speak with staff, one on one about a variety of topics in the community. Staff present represented public safety, infrastructure, neighborhood services, and the city manager's office.

Since the information presented was solely from the perspective of the City, we committed to organize a community connections night in which we brought together other governmental and non-governmental organizations for a community event. This event is scheduled for Thursday March 6, 2014, from 5:30-7:30 at the Guilford Child Development Center. Based on feedback we have received to date, we recruited organizations related to services for children, seniors, individuals with disabilities, housing agencies, and more. A full list of planned attendees is attached. Each organization will have an information booth with staff available to discuss issues and answer questions.

DP/mv  
Attachments

**Community Connections Scheduled Attendees**

<b><u>Organization</u></b>	<b><u>Division</u></b>
Alcohol & Drug Services	
City of Greensboro	Field Operations
City of Greensboro	Fire
City of Greensboro	Police
City of Greensboro	Neighborhood Development
City of Greensboro	Human Relations – CRC and Fair Housing
City of Greensboro	Guilford Metro 9-1-1
City of Greensboro	Libraries
City of Greensboro	Greensboro Transit
City of Greensboro	Workforce Development
City of Greensboro	Parks & Recreation
City of Greensboro	Contact Center
Community Housing Solutions	
Goodwill Industries	
Greensboro Housing Coalition	
Guilford County Animal Control	
Guilford County EMS	
Guilford County Public Health	
NC Department of Insurance	Seniors' Health Insurance Information Program
Senior Resources of Guilford	

# MLK Area Community Connection Forum

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**Thursday, March 6**

**5:30 to 7:30 pm**

**Guilford Child Development Center  
1200 Arlington Street**

Based on feedback from previous neighborhood meetings, resources will be available for children, teens, seniors and all community members!

- ☆ Housing, including home repairs
- ☆ Services for seniors and disabled individuals
- ☆ City of Greensboro staff
- ☆ Many community resources



Planning Department  
City of Greensboro



February 28, 2014

**TO:** David Parrish, Assistant City Manager  
**FROM:** Sue Schwartz, FAICP, Director  
**SUBJECT: Development Matters! Workshop**

On Friday, March 7, 2014, from 8:30 -12:00, City staff is hosting a workshop titled Development Matters! Instructors will be staff involved with the Development Services from the Planning, Engineering & Inspections, Transportation, Fire and Water Resources Departments. Areas the workshop will focus on include:

- ❖ How to make the best use of what Development Services can do including getting plan and permit review applications through the process expeditiously!
- ❖ Questions! People who requester have been encouraged to email any zoning, process, development or construction related questions in and we will provide the answers during the meeting. We will have staff from the specialty areas available to take questions, starting with those emailed to us before the meeting - no limit on how many one party can send in, just get them in to us as soon as you can so we can prepare your answers.
- ❖ The resources available to anyone who works in or is interested in development, construction or inspections, whether a pocket-sized home project or a large multi-use center, whether as a real estate broker, a design agent, a contractor, a developer, or a community participant.

Attached is a copy of the full agenda. People can register for the workshop by contacting Shelia Stains-Ramp at 336-373-4576 or [shelia.stains-ramp@greensboro-nc.gov](mailto:shelia.stains-ramp@greensboro-nc.gov)

#### **Other Efforts**

This workshop is part of an ongoing effort among the five departments who staff Development Services (Planning, E&I, GDOT, GFD and Water Resources) to review for improvements to the development process and engage in a continuous dialogue with the development community. As part of these efforts, last year the Planning Department contracted with TREBIC to conduct "Development 101" for city staff to learn about the challenges of putting together private development projects, changes in financing structures that impact development etc. Staff is also engaged in an assessment of the development review process to evaluate for process efficiencies and improvements.

Please let me know if you have any questions.

One Governmental Plaza, PO Box 3136, Greensboro, NC 27402-3136 336-373-CITY (2489)

# DEVELOPMENT MATTERS!

Friday, March 7, 2014

8:30 - 12:00

J. Edward Kitchen Operations Center, 2602 S. Elm-Eugene Street, Greensboro NC

## PROLOGUE

- Welcome!
- Sign in; Housekeeping
- Introductions

## ACT I – A FIELD GUIDE TO DEVELOPMENT

- Kicking the Tires – Pre-Development and Sketch Plan
- To TRC or not to TRC – Thresholds for Administrative (BI) and TRC Plans
- Site Plan/Preliminary Subdivision Submittals for TRC Review
- What Do the TRC Review Points Look At?
- Fees – Calculation, When and How to Make Payment, Upcoming changes

## ACT II – A STAR IS BORN!

- Getting it Right
- Getting it Complete
- Speed Skating 101 – Don't make these mistakes
- Timing is Everything – Hold Ups to being able to approve the site plan
- Shop Talk – Your Questions Answered

## ACT III – TRANSITIONS

- Final Plats inc Homeowner Association Documents
- Multi Family Foundation Plans
- Final Landscape Plans, Inspections, Fees
- Concurrent Reviews

## ACT IV – BUILDING PLAN REVIEW AND PERMITTING

- New Construction or Additions
- Building Alterations
- Changes of Use

## ACT V – INSPECTIONS, REVISIONS

- Whats, Hows and Whys
- Shop Talk – Your Questions Answered

## EPILOGUE

- Resources, Take-Aways
- Keeping in Touch
- Other Workshop Topics?

Neighborhood Development Department  
City of Greensboro



January 31, 2014

**TO:** Chris Wilson, Interim Assistant City Manger

**FROM:** Barbara Harris, Director

**SUBJECT:** Code Compliance Program Quarterly Activity Report  
(Oct. 1, 2013 – Dec. 31, 2013)

Per Article II, Division I, Section 11-32(c) of Chapter 11 of the Greensboro Code of Ordinances, entitled "Minimum Housing Code," attached is the quarterly activity report, respectfully submitted for your review.

BH/eb  
Attachment



City of Greensboro  
 Neighborhood Development Department  
 Code Compliance Program  
 Quarterly Activity Report  
 October 1, 2013 - December 31, 2013

	<u>QTR ending 9/30/13</u>	<u>QTR ending 12/31/13</u>
<b>1 Active Cases (as of Dec. 31, 2013)</b>		
Housing (owner occupied & rental)*	689	658
Nuisance	277	121
Vehicle	65	101
Zoning	70	59
<b>TOTAL Active Cases</b>	<b>1101</b>	<b>939</b>
<i>*includes cases referred to Min. Housing Standards Commission</i>		
<b>2 Cases Closed (during Oct 1, 2013 - Dec. 31, 2013)</b>		
Housing (owner occupied & rental)	121	100
Nuisance	864	286
Vehicle	292	208
Zoning	702	504
<b>TOTAL Cases Closed</b>	<b>1,979</b>	<b>1,098</b>
<b>3 Cases Granted Extensions Beyond 90 days by Director of Neighborhood Dev.</b>	<b>4</b>	<b>8</b>
<i>*cases actively being repaired and brought into compliance</i>		
<b>4 Cases Before Minimum Housing Commission</b>		
New Cases / Units Heard	26	66
Continued Cases / Units Heard	41	34
<b>Total Cases / Units Heard</b>	<b>67</b>	<b>100</b>
<b>Outcomes:</b>		
Repair or Demolish Orders Upheld	24	45
Cases / Units Continued	32	46
Cases / Units Recinded (brought into compliance)	11	9
	<b>67</b>	<b>100</b>
<b>5 Demolitions</b>		
Total Units Demolished	1	3
Total Units Pending Demolition	66	68
Bids Let for Contract to Demolish	8	9
Asbestos Testing	8	5
Demolitions Canceled (in compliance or demo by owner)	11	9



# Current Public Records Requests Update February 28, 2014

Date Requested	Requestor	Subject	Status
8/5/2013	Mike Carter	Email Correspondence from 8/1/11 to 8/5/13	Disk with emails left at front desk for requestor. Email search continues.
8/21/2013	Mr. Lassiter	Emails: P&R and Developmental Associates from 1-1-12 to 8-18-13 Email: 765	PIRT admin emailed requestor on 2/24/2014 to see if any additional information is needed. No response from requestor to date.
11/26/2013	Christopher Brooks	SWAT Team Deployment Logs	Police compiling records.
12/12/2013	George Hartzman	GPAC: Architecture Contract and Cost	Staff compiling information.
12/12/2013	Billy Jones	GPAC: Architecture Contract and Cost	Staff compiling information.
12/17/2013	Eric Robert	South Elm Street Redevelopment Area	Initial response sent to requestor. Awaiting an email search.
1/6/2014	George Hartzman	GPAC: Community Foundation Second Request	Staff has provided previous information regarding this subject. PIRT admin will check with requestor to see if any additional information is needed.
1/13/2014	Terra McKee	GPD Crime Analysis Unit Emails from 1/1/12 to 1/13/14	Legal is reviewing email search.
1/21/2014	George Hartzman	City of Greensboro Info request on Koury Corporation's \$200,000	Staff compiling information.
1/21/2014	Billy Jones	City of Greensboro Info Request on Koury Corp's \$200,000 (Same as PIRT # 3192)	Staff compiling information.
1/21/2014	George Hartzman	GPAC small group meetings documents	Legal is reviewing documents for release.
1/24/2014	Billy Jones	Haystack Liberty PIRT	Follow-up email sent to requestor on 2/26/2014.
1/29/2014	George Hartzman	Additional information RE: Koury	PIRT Admin sent a follow-up email to requestor on 2/27/2014.
1/31/2014	Roch Smith	Communication between council and staff	An email search is being conducted.
2/4/2014	Terra McKee	List of reinstated employees	Staff compiling information.
2/4/2014	Terra McKee	City of Greensboro lawsuits	Legal working on request.
2/17/2014	Ben Holder	Civil Rights Museum Information	Staff compiling information.
2/18/2014	Tom Bates	1936 North Buffalo Creek	Follow-up email sent to requestor on 2/24/2014.
2/19/2014	George Hartzman	Questions for the Civil Rights Museum	Staff compiling information.





Date Requested	Requestor	Subject	Status
2/20/2014	Mallory Horne	Email search	Email search in progress.
2/24/2014	Billy Jones	Messages RE: Wyndham Hotel Incentives	Search in progress.
2/24/2014	Paul Clark	Emails RE: issuance of the check to the ICRCM	Email search in progress.
2/25/2014	George Hartzman	Emails on GPAC	Email search in progress.
2/25/2014	Billy Jones	Inquiry RE: Walser and Hobbs Upchurch	Response sent to requestor on 2/28/2014.
2/25/2014	Roch Smith	Emails from City Council RE: ICRCM	Email search in progress.
2/26/2014	Ben Holder	Police Records	Response sent to requestor on 2/27/2014.
2/27/2014	Billy Jones	Community Garden Project	Staff compiling information.
2/27/2014	Sal Leone	Records RE: Loan to the ICRCM	Response sent to requestor on 2/28/2014.
2/27/2014	Bryce Mayberry	Business Licenses	Staff compiling information.
2/27/2014	Peter Kiedrowski	Request from Fletcher National for financial spreadsheet, ledger, etc	Staff compiling information.
2/27/2014	Morgan Hightower	Email search from Feb 17-21	Staff compiling information.
2/27/2014	Nick Jacobs	Request from Edge Point Contracting RE: checks	Staff compiling information.

# Closed Public Information Requests For the Week of February 28, 2014

Tracking Number	Date Requested	Date Closed	Business Days Open	Requestor	Subject
2647	7/18/2013	2/24/2014	221 days	Roch Smith	GPD Database Indexes
3107	12/16/2013	2/21/2014	71 days	Billy Jones	Prison Farm, Economic Feasibility Study
3108	12/16/2013	2/25/2014	71 days	Billy Jones	203 S. Elm Street
3144	1/6/2014	2/25/2014	50 days	Billy Jones	GPAC: Community Foundation Second Request
3162	1/13/2014	2/26/2014	44 days	George Hartzman	John Lomax's Greenway Apt
3167	1/13/2014	2/26/2014	44 days	Billy Jones	John Lomax's Greenway Apt
3210	1/24/2014	2/25/2014	32 days	Billy Jones	Possible studies conducted by Timmons Company RE: Project Haystack
3231	2/3/2014	2/25/2014	22 days	Billy Jones	Question regarding status of property and privilege taxes
3240	2/5/2014	2/26/2014	21 days	Deborah Vann Thomas	Request for Personnel File
3250	2/14/2014	2/24/2014	10 days	Paul Clark	Civil Rights Museum Records
3254	2/17/2014	2/28/2014	11 days	Ben Holder	GPD Promotional Ceremony Pics
3256	2/18/2014	2/24/2014	6 days	Billy Jones	United Healthcare vote in 2000
3259	2/18/2014	2/25/2014	5 days	Greg Jenkins	Job Description Request for Business Process Analyst and Senior Accountant
3260	2/18/2014	2/26/2014	8 days	Michael Lamar	Building Code Inspectors
3262	2/19/2014	2/25/2014	6 days	Kecia Parker	Admin of Property Management
3266	2/20/2014	2/24/2014	4 days	Mark Geary	FOIA request (Renaissance Shopping center, BNT, Incentives)
3269	2/24/2014	2/25/2014	1 day	Elizabeth Brooks	Job Description & Salary for Website Admin
3276	2/26/2014	2/28/2014	2 days	Ellnaizr Hejazi	Request for Storm water Crew Job Description
3278	2/26/2014	2/28/2014	2 days	Maxine Bakeman	Data for Gillespie Park and Arlington Park

Weekly Totals (2/24/14-2/28/14)		
	Number of New PIRTS	15
	Number of PIRTS Closed	19
	Average Completion Time	22.14 days
Totals Since January 1, 2014:		
	Number of PIRTS Opened	133
	Number of PIRTS Closed	149
	Average Completion Time	19.92 days

## Contact Center Weekly Report Week of 02/17/14 – 02/23/14

### Contact Center

6277 calls answered this week

### Top 5 calls by area

#### Water Resources

Balance Inquiry – 635  
IVR/Pay by Phone – 191  
New Sign up – 175  
Same day/Cut-on – 127  
Bill Adjustments – 99

#### Field Operations

Collection Day – 1899  
No Service/Garbage – 92  
Bulk/Recycle Calendar – 80  
HHW/Landfill/Transfer – 71  
Mattress Collection - 67

#### All others

Police/Watch Operations – 187  
Computer Help Desk – 96  
Privilege License – 52  
Courts/Sheriff -- 51  
Guilford Metro – 34

### Comments

We received a total of 23 comments this week:

#### **Executive – 1 comment:**

- Really, folks, how many times do you have to be shown that you (we, the citizens of Greensboro) are being bamboozled, cheated, flummoxed, lied to, scammed, etc. Stop trying to be a friend of the Museum so that people won't "call me a racist" and be good stewards of Greensboro's tax dollars! It's an excellent concept that needs a viable business plan that's managed and financed by knowledgeable private sector folks who aren't inventing "good money after bad" schemes.

#### **Field Operations – 19 comments:**

- Whose idea was it to schedule the residents in the less affluent areas of Greensboro to have 10 days between trash collections twice because of the snow storm and the rich side of town only has to wait 3 days once. This is typical of the attitude of Greensboro so I should not be surprised. What does surprise me is that someone would make a decision that is so easily seen. My daughter's trash can is full for the once a week pickup (yes she could save space by recycling but that can fills in a week which means the recyclables have to go in the trash). Monday will mean her trash which should have been picked up on Friday is on a 10 day schedule due to the snow. However, now she will have to wait 11 days until the next pick up. The people with Monday and Tuesday pick up will only have to wait for 3 days next week.
- I wanted to express appreciation on a job well done by each crew; trash, recycle and bulk cleanup throughout Greensboro. Stated the guys need to know their work is greatly appreciated and does not go unnoticed.
- Stated their neighbors moved and left everything on the side of the street. Some things were not bagged and others were thrown over the yard. The collection guys picked up what was bagged and considered bulk and left the rest. She was able to stop them and ask could they take the rest and they did. She wanted to say thanks for picking up the mess because it was an eye sore and she knows they really didn't have to do it because the things were not to code. Just wanted to let their supervisor know they have great employees that work for the city.
- Caller stated that we did not notify him that we were not going to pick up again on Thursday. He said he was told that this change would not interfere with his regular service route. Customer is upset with the route rescheduling.

- Customer is on a Thursday route and didn't know about the change to Monday pickup. Thinks we would have been better off if we had just stuck with the regular schedule and picked up overflow trash for Thursday and Friday this week.
- Customer stated to please convey to your management that it would have been better to wait until the regular service day because it's only been two days and trash cans are already full.
- If we're going to change the dates, we need to let people know better.
- Really appreciates the men who pick up in his area, nice and courteous.
- Caller upset that they just saw that collection was going to be picked up today. Not enough warning of the schedule change.
- Customer states the recording about the trash pickup for this week is very confusing. He did not understand it.
- Customer states we did not do a good job of letting the citizens know about the change in the Solid Waste schedule. He is not pleased with the service and is not going to pay the bill.
- I moved here from the east coast, Rhode Island last year. As you know we get triple amounts of snow and ice there but never has everything stopped unless we had 18-20 inches of snow and loss of electric which is rare. Here I notice you close schools with one inch of snow or close the day before the snow comes! The mail where I am at least has not been delivered in three days so far! The streets are deplorable, not plowed and be it that they are not main roads they still should be plowed. I lived in the suburbs (country) part of town and they had the roads sanded and plowed ASAP. I just can't believe some of the things that go on in this town. They make no sense. I thought Greensboro was more modernized than it is. Don't know who makes the decisions as far as what gets done but maybe you need someone who can make better decisions in this town. Our children would not have been out of school for three days, mail delivered, and streets plowed. The amount of snow that we got here was a ridiculous amount to stop everything! What would happen if you got two feet of snow?
- Snow up 3-4 feet high, customer is house-bound. Her husband is in rehab and she couldn't get out. She has been calling the City since Wednesday or Thursday of last week. We need to do better/faster next time.
- Want to express our gratitude and congratulations to all the employees involved in keeping our streets safe during the last snow storm.
- Says that her neighborhood, Lake Brandt, is never plowed and she just wants us to not forget about her street because it was really difficult trying to get out.
- Thank you for having the plow come into our area! Greatly appreciated!
- Would like to commend all those involved in the excellent job done clearing our streets of all the snow. You all did a fantastic job. Thanks for a job well done.
- I called the post office at 4 pm today (February 13) and inquired about our lack of mail delivery. I was informed that they delivered only where streets had been plowed. Our short, two block long street (Beckwith Drive) has not been plowed. To compound matters, I have had mail held for a week as a result of travel and some of that accumulated mail is critical (i.e. new passport, overdue bills, etc.) Please plow our street! Thank you.
- Great job clearing the roads after the latest blast of winter weather! The snow plows worked all night and in the morning most roads were down to wet pavement. Super job.

**Guilford County – 1 comment:**

- Wants to go on record that he is unhappy about the way we spend our tax dollars. Could not give specifics.

**Water Resources – 2 comments:**

- Unhappy about the \$1.95 charge to pay online/phone payment. Caller says the city is getting ripped off, that there are ways to avoid the charges for processing credit cards and we need to look into changing that.
- Very upset, IVR never works for him. He wants us to fix it so it will work for him. It always kicks him out when he tries to enter his account number.

**Overall**

Calls related to changes in the Solid Waste schedule due to the inclement weather from the previous week caused a significant impact to our call volume last week. Call volume was very heavy through the end of the week.