



Agenda

Greenville City Council

February 11, 2013
6:00 PM
City Council Chambers
200 W. 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 - Mayor Pro Tem Glover

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. Revised minutes from the City Council Planning Session held on January 20-21, 2012
2. Minutes from regular City Council meetings held on June 11, August 6, September 13, October 8, and October 11, 2012
3. Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center
4. Resolution approving a lease agreement with the State of North Carolina for the first floor of the

Lessie Bass Building located at 1100 Ward Avenue.

5. Resolution approving a lease agreement with Lucille W. Gorham Intergenerational Community Center, Inc. for the second floor of the Lessie Bass Building located at 1100 Ward Avenue
6. Resolution approving a lease agreement with The Little Willie Center, Inc., of Pitt County for the rectory and annex buildings at the Lucille W. Gorham Intergenerational Center
7. Resolution approving a lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center
8. Renewal of Microsoft Enterprise Agreement for City-owned Microsoft software
9. Purchase of Spartan-Braun combination engine/ambulance fire truck
10. Vehicle Maintenance and Fuel Agreement for Pitt County EMS Physician's Response Vehicle
11. Resolution approving a joint use agreement with the Town of Winterville relating to the loan of Greenville Fire/Rescue Department Ladder 1
12. Contract award for the development of a Short-Range Transit Plan for the Greenville Area Transit system
13. Right-of-way encroachment agreement with Energizer Battery Manufacturing, Inc., for the installation of a groundwater monitoring well to be located in the right-of-way of Lakewood Drive approximately 100 feet north of Pineview Drive

VII. New Business

14. Presentations by Boards and Commissions
 - a. Board of Adjustment
 - b. Human Relations Council
15. Authorization for the establishment of an Immigrant Advisory Ad Hoc Subcommittee of the Human Relations Council
16. Traffic Calming within the Uptown Core: Evolution and current update
17. Budget ordinance amendment #6 to the 2012-2013 City of Greenville budget (Ordinance #12-027)

VIII. Review of February 14, 2013, 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 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; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Revised minutes from the City Council Planning Session held on January 20-21, 2012

Explanation: Per request from Council Member Marion Blackburn, minor revisions are proposed to the 2012 Council Planning Session minutes which were approved at the January 14, 2013, City Council meeting. The proposed change is related to discussion of the City Council goal on Neighborhood Preservation. The City Clerk has reviewed the audio cassette of this meeting and can attest that the requested changes are valid. No other changes are proposed to these minutes.

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

Recommendation: Review and approve requested revisions to minutes from the City Council Planning Session held on January 20-21, 2012.

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

Attachments / click to download

[Proposed change to 2012 Planning Session Minutes 945647](#)

Per request from Council Member Blackburn, the following changes are proposed to the 2012 Planning Session minutes (discussion of the Council Goal on Neighborhood Preservation) which were approved at the January 14, 2013 City Council meeting. Words shown in red below are to be added and the word shown in highlight & strikeout is to be deleted. The City Clerk has reviewed the audio cassette of this meeting and can attest that the requested changes are valid. No other changes are proposed to these minutes.

- Neighborhood Preservation

Council Member Mercer suggested one measurable goal relating to housing would be to have an active association in every neighborhood.

Council Member Joyner recommended a review of the rules and regulations for Historic Districts with an eye toward the cost for repair and upkeep. He said it is a goal to lower the cost of repairs so people could afford to stay in the houses.

Council Member Blackburn stated that Council Member Joyner's suggestion primarily impacts her district and before adopting a goal that addresses District 3 ~~in that kind of drastic way~~, she would like to take it to the people living in those houses for their feedback and input. She suggested looking at goal setting from a higher level and recommended the City Council consider developing strategies to protect and preserve neighborhoods through systematic approaches.

Mayor Thomas asked Council Member Blackburn to mention what they discussed about the three-person tenants and the Special Use Permit.

Council Member Blackburn stated she would prefer to leave the goal at "systematic approaches" for now.

Mayor Thomas asked if that is part of the goal.

Council Member Blackburn stated ~~it~~ ~~looking at that~~ is potentially part of it, but feels the goal can be fleshed out more over the coming weeks.

Ms. Henderson asked if Council Member Blackburn's suggested language was okay with the group, with emphasis placed on Council Member Mercer's comment regarding neighborhood associations and Council Member Joyner's comment about Historic Districts.

Recommended language was accepted by general consensus.



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Minutes from regular City Council meetings held on June 11, August 6, September 13, October 8, and October 11, 2012

Explanation: **Abstract:** Review of proposed minutes from regular City Council meetings held on June 11, August 6, September 13, October 8, and October 11, 2012

Explanation: Proposed minutes from regular City Council meetings held on June 11, August 6, September 13, October 8, and October 11, 2012 are presented for review and approval.

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

Recommendation: Review and approve proposed minutes from regular City Council meetings held on June 11, August 6, September 13, October 8, and October 11, 2012

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Attachments / click to download

- [Proposed Minutes of June 11 2012 City Council Meeting 946182](#)
- [Proposed Minutes of August 6 2012 City Council Meeting 944959](#)
- [Proposed Minutes of the Sept 13 2012 City Council Meeting 946437](#)
- [Proposed Minutes of October 8 2012 City Council Meeting 946167](#)
- [Proposed Minutes of October 11 2012 City Council Meeting 946266](#)

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, JUNE 11, 2012



The Greenville City Council met in a regular meeting on the above date at 6:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Allen M. Thomas presiding. The meeting was called to order, followed by the invocation by Council Member Calvin R. Mercer and the pledge of allegiance to the flag.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Rose H. Glover; Council Member Kandie D. Smith; Council Member Marion Blackburn; Council Member Calvin R. Mercer; Council Member Max R. Joyner, Jr.; and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

Thomas Moton, Interim City Manager; David A. Holec, City Attorney and Polly Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to approve the agenda, move the Public Comment Period after Public Hearings, and add a closed session at the end of the agenda. Motion carried unanimously.

CONSENT AGENDA

Interim City Manager Thomas Moton introduced items on the Consent Agenda, reading out the title of each as follows:

Consent Agenda - Approved

1. Minutes from regular City Council meetings held on January 12 and February 20, 2012, and from Special City Council meetings held on January 30, February 16, February 21, and May 2, 2012
2. Ordinance enacting and adopting Supplement #2012-S3 to the City of Greenville Code of Ordinances (Ordinance No. 12-020)

3. Resolution authorizing the sale of a 958.82 square foot portion of Paramore Park to Baxter and Margaret Myers (Resolution No. 027-12)
4. Resolution accepting dedication of rights-of-way and easements for Airport Center - Phase 2, Block B, Lot 1 and Block A, Lot 1(Resolution No. 028-12)
5. Municipal agreement with the North Carolina Department of Transportation for bi-annual bridge inspections
6. Resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Section 5303 Planning Grant Funds (Resolution No. 029-12)
7. Modifications to the Energy Efficiency and Conservation Block Grant program
8. Resolution to abandon a portion of sewer and water easements located at 11 Galleria, Section Two - Lot 3 (Resolution No. 030-12)
9. Ordinance amending Greenville Utilities Commission's Capital Project Budget for the Chicod School Sewer Extension Project (Ordinance No. 12-021)
10. Electric Capital Project Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission's OPTICS Project, Phase 3-A (Ordinance No. 12-022) (Resolution No. 031-12)
11. Ordinance amending Greenville Utilities Commission's FY 2011-2012 budget (Ordinance No. 12-023)
12. Resolution supporting expanded Amtrak passenger service (Resolution No. 032-12)

Motion made by Council Member Joyner and seconded by Council Member Blackburn to approve the Consent Agenda. Motion carried unanimously.

NEW BUSINESS

PUBLIC HEARING ON PROPOSED FISCAL YEAR 2012-2013 BUDGETS

Interim City Manager Moton stated the following during his presentation:

Economic Climate

There has been very little dispute that this unprecedented recession is unlike any that has occurred in 70 to 100 years. What makes this recession somewhat unique is that the recovery is much slower. There is a lot of debate and speculation that once the recession has ended, the economy will return to pre-recessionary levels.


The City uses a two-year budgeting process. The City Council and staff are really looking ahead from the beginning of the process 30-plus months anticipating what revenues might be and being realistic about the expected economic climate is expected to be. Staff has relied extensively on the research from the North Carolina League of Municipalities' economist in terms of looking at the recession recovery as it relates to revenues that are consumption-based.

In 2009 and 2010, the City's response to the recession was to reduce discretionary spending and then tighten its belts for three fiscal years. and that is not going to change by the annual budgeting process being presented this evening. The fiscal year 2012-2013 Budget has a slight increase when adding appropriations that are carried over, but essentially it is less than it was in the current year. The Pitt County property revaluation has had a significant impact on the City. The 6.5 percent reduction in real property valuation equates to a substantial sum of money. It has been mitigated somewhat by the impact of the increase in personal property so overall net loss in the tax base is about 3.9 percent. Maintaining the current tax rate as the community recovers from the recession is beneficial for the community, but it does have a significant impact on the City. Keeping the same tax rate with decreased property values reduces revenue compared the current year an estimated \$2,115,502.

Changes Since May 30th

Following staff's last presentation of the budget, there was a position that was grant funded and it showed that the position would be continued to be funded by the General Fund. In fact, it will be funded by another source of money in an economic revolving loan fund so that adds an additional \$72,029 to the General Fund in the first year. In the second year, it adds \$73,622. Both of those additional sums of money were moved into the General Fund Contingency. In addition, for two years FY 2010-2011 and 2011-2012, the General Fund made a \$104,900 loan to the Sanitation Fund for the multi-family recycling centers. This year is the first of four years in which the Sanitation Fund repays the General Fund for those monies and that was not accounted in the budget at the time that the budget was presented to the City Council on May 30. So, there is an additional increase in revenue of \$14,920 added to the General Fund and it has been moved to Contingency. Based on feedback from the City Council Members, the funds that were slated for Contingency in the Mayor/City Council Budget have been moved in Contingency. It is \$50,000 for FY 2013 and \$50,000 for FY 2014. The balance showing currently is \$22,816. A portion of those monies


was used as a previous decision of the City Council to augment the Sheppard Memorial Library funding. The other adjustment to the budget is \$2,216,895 in carryovers. Carryovers are typically capital projects or capital improvements that were not completed in this fiscal year. The dollars are continued over into the next fiscal year so work that was previously approved by the City Council can be completed. There is also \$4,500 in grant money for Community Development. That was for the community's putting the Prevention to Work Program through Pitt County. The following are carryovers are items that have been previously approved. The Dream Park in the amount of \$534,841 is the amount that has been approved this fiscal year. There is another \$250,000 that has been designated in Capital Reserve and is not a carryout. At some point in time, a budget amendment will be brought to the City Council to move those monies from Capital Reserve to the Capital Projects Fund.



List of the Various Projects that are Carryovers

DESCRIPTION	AMOUNT
Eppes Gym HVAC System	\$ 33,467
Eppes Center Improvements (Painting / Gym Floor)	250,000
Guy Smith Stadium/Parking Lot	83,000
Countryside Park Development	100,000
Dream Park	534,841
Historic Loan Pilot Project	80,000
PW Expansion / Purchasing Relocation	200,000
South Tar River Greenway	5,094
Fire/Rescue Station #7	81,121
City Hall Roof Replacement	127,789

This is a continuation of the improvements that are carried over and the total of the various projects that are carryovers is \$2,212,395.



CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

List of the Various Projects that are Carryovers

DESCRIPTION	AMOUNT
City Hall Improvements (Safety)	\$ 49,562
Municipal Building Roof	264,010
Municipal Building Waterproof	187,947
Norfolk South Railroad Bridge (Painting)	122,386
Traffic Services Building Improvements	53,678
700MHz Radios	14,500
Sidewalk Construction	25,000
TOTAL:	\$ 2,212,395

Budget Overview

Overall, the City’s operating budget which includes the General Fund and various Enterprise Funds that are under the City’s direct supervision is \$114,415,989. The budget for Sheppard Memorial Library is set currently at \$2,238,134. The Convention & Visitors Authority’s submitted budget is \$1,650,100. Greenville Utilities Commission’s budget is \$278,250,949. When carryovers are taken into account, the proposed FY 2013 budget is less than 1 percent greater than the current year budget. The proposed FY 2014 Financial Plan is less than 1 percent more than the FY 2013 Budget.

City Budget Details

Property tax in the proposed FY 2012-2013 Budget accounts for 39 percent of all General Fund revenues with that amount being estimated at \$75,111,601. If the economy improves, sales tax could exceed expectations, which could be good for the City. If it does not, the City’s expectation is a 3 percent reduction in sales tax as a result of an action by the State for which the City Council will be receiving a report on Thursday. Other significant revenue items include Rescue Fees which are 4 percent, GUC Turnover of 8 percent and Utilities Tax of 7 percent. The decrease in the City’s tax base is substantial. There will be growth, maybe new housing and commercial starts, but to make up lost tax revenue is probably unlikely in two years.

The property tax rate for this budget cycle is set at \$.52 per \$100 of assessed value. Revenues from 2012 property taxes are projected to be \$31,323,382 and much of that has already been received. For next year's budget, staff is projecting to receive \$29,207,880. Keeping the \$.52 tax rate has an affect going forward, so FY 2014 shows property taxes at \$29,792,038. That amount reflects a 2.00 percent increase in real property values.

Sales tax is basically flat. The difference between what staff is projecting for FY 2013 and the current year is that the City will be repaying approximately 3 percent back to the State because of an accounting audit finding where there is a refund that is due to other cities. The City received the money, but the State is going to recover that money. For 30 months, the City will be paying back sales tax at a rate of approximately \$29,000 monthly. For FY 2014, staff is proposing a 2 percent increase over FY 2013.

The City Council's practice has been in the first year of the bi-annual budget to have a base Contingency of \$150,000, and in the second year to have \$200,000. There are a number of unknown situations that occur, i.e. the State retaining alcohol beverage revenues or it could be an unexpected increase or emergency that may have an impact on revenues causing staff to adjust revenues downward. The Contingency budget for FY 2013, based upon adjustments that were mentioned earlier, is set at \$410,602 or about \$260,000 more than the base amount. That would be an opportunity that if there was a desire to some spending changes or anything else, expense reduction that may be an opportunity. The FY 2014 Contingency reflects a base amount of \$200,000 plus an additional \$197,266.

The Police Department and Code Enforcement Division account for 30 percent of General Fund expenditures followed closely by the Fire/Rescue Department at 18 percent. The Public Works Department accounts for an additional 13 percent of the General Fund, and the Recreation and Parks Department is at 10 percent. Total expenditures in the General Fund are balanced at \$75,111,601.

In this budget, staff was able to increase investments in certain areas. In working on reducing the Other Post-Employment Benefits (OPEB), the City Council adopted a policy action that adds \$50,000 per year to the previous year's amount paying down OPEB until the City gets to \$.5 million a year. This year OPEB will increase the first year to \$300,000 and \$350,000 in the second year. The City Council has given direction to provide a market adjustment for employees as well as \$100,000 for special pay adjustments in the first year and slightly less in the second year. The City has not yet set actual health insurance rates, but 4 percent is used as a budget figure extensively about 20 months out. By the end of the 20-month period, the health expenses would be less than a 4 percent increase. The City has been very fortunate to create a self-insured fund that has allowed the City to eliminate the middle man, eliminate some of the overhead costs as well as to begin to tailor the plan where they can incentivize employees and their dependants to take more responsibility for

their health outcomes so that the City can have better experiences with its claims. For the second year, staff is projecting an 8 percent increase.

There is a new item in the budget for staffing and operations of the EMS Unit at Fire Station #7. Fire Station #7 has not been built, but there has been a great deal of discussion from the City Council that it is desired to be at least in a position to contemplate an EMS Unit. If it is constructed, the EMS Unit would require some kind of capital financing. The operation of the EMS Unit is probably the most significant issue from a General Fund perspective. The current budget includes \$171,000 in the first year to pay for ¼ of staffing and in the second year, it has the total funds in the budget to actually have the facility staffed. That does not include the costs to construct, run electricity, and anything else. That is just for personnel.

The amount of funds dedicated to street maintenance improvements has been increased from 40 percent to 60 percent over the current levels. In the first year of this budget, there is \$300,000 added in addition to the current level. In the second year, there will be \$200,000 added to the current spending for street maintenance. The Economic Development Fund was created with \$100,000 in the first fiscal year of the budget and \$50,000 in the second fiscal year. Investment in looking at the City's operations through an efficiency study is \$100,000 for both fiscal years. The first year is \$100,000 for public safety technology improvements. Certainly, there are more funds that need to be committed. When receiving the audit report, there is an opportunity for the City Council to contemplate designating some capital reserve surplus funds from fund balance for any of these capital improvements. There has been some desire for some time to begin putting aside money to anticipate the need to replace and to repair major facilities, HVAC systems, elevators, roofs. In this tight budget, the City will be unable to do this in the first fiscal year, but was able to at least start with putting some money into a fund that can accumulate dollars over time. In regards to the enterprise resource planning implementation, the City is working on a legacy information technology system. While it has served the City well, the investment and the need for business intelligence data to meet the expectations of Greenville's citizens who often times want to make what appears to be very simple queries that often take considerable time. This budget anticipates that the investment in information technology will be approximately \$2.35 million to be financed over 20 years and includes about a half year worth of debt service. The second year budget includes the full year of debt service.

Prior action by the City Council moved Bradford Creek Golf Course into the General Fund. Bradford Creek has began forecasting revenues in a way that is realistic in terms of what can be achieved and expenses have to match revenues. The expectation of the City Council is for them to recover at least 90 percent of their cost if not more.

As a final temporary measure to reduce expenses, the City will reduce payments to the Vehicle Replacement Fund, which currently has a very healthy balance. The reduction will result in a savings of \$536,061, but it should be stressed that this reduction in payments to the Fund should not be continued long term. It is a short term response to an acute need.

There are very few opportunities to really cut cost, but one of them is on the personnel line. The original budget proposal included a 1.5 percent merit raise as well as a 2 percent market adjustment. By eliminating the merit and only providing the 2.5 percent market adjustment and the \$100,000 for special pay adjustments, the City will save \$268,000 in the first fiscal year and \$288,081 in the second fiscal year. Municipalities and counties throughout the State provide 4 or 5 percent of total compensation for 401(k) contributions primarily because it is a requirement for law enforcement officers. The City of Greenville provides for non-law enforcement officers \$40 per pay period. This budget includes a 25 percent reduction of that \$40 per pay period, leaving the City contribution at \$30 per pay period, resulting in savings of \$104,000 each year. The contribution for law enforcement remains at 5 percent as mandated by State law.

In addition to departments setting their targets lower because there is less revenue, staff has even reduced their targets more. Departments have reduced programs and services by \$606,354 in the first fiscal year and \$620,359 in the second fiscal year. While staff fully anticipates having savings from vacant positions in FY 2012-2013, it feels much more comfortable having the reductions in concrete rather than in the abstract. By FY 2013-2014, staff anticipates having 5 positions frozen netting at least \$330,947. The other end of the equation for making all of these different elements work was looking at tweaking or adjusting revenues. Bringing the Rescue Transportation Fees in line with Pitt County agencies netted a \$162,335 increase in projected rescue fees for billable transportation. While there are no proposed changes in the business licenses for FY 2012-2013, the FY 2013-2014 Budget is balanced with anticipation of action by the City Council to increase the cap from \$2,000 to \$5,000. Currently, on privilege licenses there is a cap where gross receipts over \$4,000 are treated as if it is truncated. Staff is proposing that it be increased. In regards to fee increases for nonresidents, there is a value to being a resident of Greenville which is a high quality community providing outstanding services for the region, but residents of Greenville pay property taxes. 40 percent of every dollar in the General Fund comes from property tax. Following the City Council Budget Work Sessions, staff increased the indirect cost from the Sanitation Fund to bring it up to 50 percent which is compatible to the Stormwater Fund. The Stormwater Fund is slightly above 50 percent. It has been the goal of the City's management team to have it 100 percent. The reality is that it is unreasonable to do that over night and it needs to be a long term strategy to get both of those funds to reimburse the General Fund. This year's increases it to bring it up to 50 percent results in an additional \$413,218. The total amount of the Sanitation Fund indirect costs is \$1.5 million or about 3 percent on the tax rate.

Appropriated Fund Balance, excluding prior year expenditures that are carryovers for the first year budget, is \$150,000. The second year budget uses \$1,250,000 from fund balance. This fund balance will be used for those capital improvements or capital outlays mentioned previously.

Council Member Blackburn asked if the City Council Discretionary Fund was eliminated from the budget.

Interim City Manager Moton responded that based on feedback he had received from Council Members, it has been removed.

Council Member Blackburn asked for a definition of carryover.

Interim City Manager Moton responded that carryovers are expenses that are in progress but not completed, and the dollars are carried forward to finish the work.

Council Member Blackburn asked if the Countryside Park Development is a new project or if it has been in the budget previously.

Interim City Manager responded that Countryside Park has been in the budget for awhile and funding has been carried forward and designated for that park.

Council Member Blackburn asked if there has been any discussion of installing solar panels as part of the City Hall Roof Replacement.

Interim City Manager Moton responded that solar panels are definitely not included in the \$127,000. This is a basic roof replacement. If the City Council desires that staff enhance the level of roofing, then more money should be added.

Council Member Blackburn asked if health insurance is going up to 4 percent in 20 months.

Interim City Manager Moton responded that "20 months out" applied to when City Council and staff started the budget process in October 2011. In July, there will be a Joint Pay and Benefits Committee meeting most likely at which staff will most likely receive about six months of data. By August, staff should have an accurate number. Staff is always excited when the number is less than 4 percent for the first fiscal year and less than 8 percent for the second year, which is what is anticipated.

Council Member Blackburn asked if the ERP Implementation is the large multi-million dollar computer upgrade for the entire City, and will the City actually start to put some money aside for it.

Interim City Manager Moton confirmed that ERP Implementation refers to the computer upgrade and stated that \$81,774 has been budgeted for FY 2012-2013 as a one-half year Debt Service payment anticipating that the City will have to issue some type of debt instrument to finance the total amount. At this time, the City is using \$2.35 million.

Council Member Blackburn asked when does staff anticipate having to issue that debt.

Interim City Manager Moton responded that it will likely be in 2013.

Council Member Blackburn asked if staff is recommending a hiring freeze on vacant positions excluding the Police and Fire/Rescue Departments in this 2-year budget cycle.

Interim City Manager Moton responded that a voluntary position freeze will be in effect. An evaluation of each position that becomes vacant will be done to ensure that essential positions that are filled. Staff anticipates having positions that will remain vacant in 2013.

Council Member Blackburn stated that there are departments that are already short-staffed and those departments do not desire to freeze any positions. She asked what is meant by voluntary discretion.

Interim City Manager Moton responded that it should be at the City Manager's discretion to evaluate the needs of every department and the City Council will give the City Manager feedback. It could be the combination of keeping some positions open for six months and then filling those positions, thereby slowing down the spending.

Council Member Blackburn stated this year the City is spending \$150,000 out of the fund balance and next year the City is planning to spend \$1,250,000 out of the fund balance. She asked could the City Council revisit the FY 2013/2014 Budget next year, if it is decided that is not a good step.

Other Council Members responded that the City Council can adjust the budget whenever they deem appropriate.

Council Member Joyner asked staff to explain the Utilities Tax and Greenville Utilities Commission (GUC) Turnover.

Interim City Manager Moton stated that the Utilities Tax is a portion of electric, and some telecommunications, as well as gas that is collected by the State and remitted back to the

City. The Greenville Utilities Commission Turnover is based on its Charter. GUC takes the value and net assets are calculated and then there is one-half based on reimbursing the City for 50 percent of street lighting. That is how those two proposed revenues come together. Council Member Joyner asked is it correct to say that if those two elements are added together that is basically what GUC is giving back \$10.4 million to the City.

Interim City Manager Moton responded all utilities customers pay the Utilities Tax. The part that is different for the City is that the City receives a turnover, which is negotiated, but the other part is by State Statutes.

Council Member Joyner asked if the GUC Turnover comes directly from GUC, and the Utilities Tax comes from the State.

Interim City Manager Moton stated the customers pay utility taxes to the State. The State keeps some of that amount and remits some of the amount back to the City. It is only the utilities that are in the City limits and there is a small amount that is diminishing which is telecommunications and used to be a telephone tax. That tax does impact GUC's bottom line.

Council Member Joyner asked about the State's overpayment to the City for sales tax, which the City will be paying back at a rate of \$29,000 monthly for a total of 30 months. Council Member Joyner asked how often is that audited.

Interim City Manager Moton responded the most recent issue occurred in 2007, 2008, and one-half of 2009. The State does not have statute limitations on where they can go back and recapture funds. The City would like for them to discover these issues sooner because it makes projecting revenues better, but this issue is out of the City's control. The State has the option to recapture all of the money in one payment. City staff and the County Manager visited Raleigh and talked to the Department of Revenue Secretary to negotiate an agreement to at least make the correction over the same period that the City received the money.

Council Member Joyner asked with the 2.5% market and pay adjustment pool expenses, will the pay raise for the employees be \$844,823 for the FY 2012-2013 Proposed Budget and \$1,710,756 for the FY 2013-2014 Proposed Budget. Council Member Joyner asked if the proposals for a 5 percent increase for the second fiscal year.

Interim City Manager Moton responded that the \$844,823 has to be carried forward into the second fiscal year, so the total will be \$1,710,756 if the City Council approves another 2.5 percent market adjustment in the second fiscal year.

Council Member Joyner stated that the additional funding for street improvements is \$300,000 for the first fiscal year and \$200,000 for the second fiscal year. Using that logic, it should be \$300,000 for FY 2012-2013 and \$500,000 for FY 2013-2014.

Interim City Manager Moton stated that is correct. Personnel costs continue and the City has to carry any increase forward. What the City spends on street improvements is determined annually by the City Council. The work could be done or not done next year, but when the City increases personnel salaries, the increase must be carried forward. For street improvements, the budget includes \$300,000 to be spent on streets and once it is spent, it is gone. Another \$200,000 will be spent the second fiscal year.

Council Member Joyner stated until the City Council hears from the public tonight and until the Thursday, June 14 City Council Meeting, all of these expenses are proposed and could be changed, but it's up to the City Council's discretion.

Interim City Manager Moton responded that is correct.

Council Member Mitchell asked what is the interest amount for the 20-year financing of the software implementation.

Interim City Manager Moton responded his suggestion is when the City does the Capital Reserve in November, that there would be some discussion allocating some of the that money towards this project. The reality is funding the Information Technology (IT) on a financing or a debt instrument for 20 years is not practical, but the budget being so tight that is the best the City can do. The City needs to finance this improvement for 10 years so that City could be saving for the next 10 years to replace it. That way the City will not be in the situation of constantly having to finance capital improvements. The 20-year financing is the least undesirable scenario, and if there is no other alternative, that is what it's going to be. He cannot answer the interest question at this time. The last time staff checked, depending upon the debt instrument, there were some rates out there in the low 3 percent, 3.5 percent and could be 4 percent.

Council Member Mitchell asked is there leasing options with any City software. Council Member Mitchell stated that he realizes there are so many updates and changes in systems in opposed to financing one. It may be ideal for the City of Greenville to have one built. Council Member Mitchell asked is this something that staff looked at.

Interim City Manager Moton responded that staff will consider all options. Having the dollars in the budget allows the City to have more flexibility. It may be an installment contract or maybe the vendor finances the cost. There is a lot more to be done and if the dollars are not in the budget, staff will not be able to do anything. He anticipates that the needs assessment and planning for what is needed in the new system is complete, a full

report will be made to the City Council. While \$2.5 or \$3 million may be the amount, there may be some untapped opportunities where more money will be needed and then financing will be considered. Interim City Manager Moton stated he will send the City Council an update on Friday letting them know where staff is in the process. A number in the budget is required in order for the Purchasing Manager to feel comfortable allowing the project to out to bid.

Council Member Mitchell asked if the roof replacement is for City Hall.

Interim City Manager Moton clarified that the roof replacement is for the old section of City Hall.

Council Member Mitchell asked is that something that can be done with the Schneider Electric contract with the City of Greenville.

Interim City Manager Moton responded the roof replacement could have been done with that contract, but part of the reason for not considering the old building roof is that Schneider Electric already has a number of projects that are needed. The other part of the reason is that funds for the City Hall roof replacement were already in the budget. It is not new money, but money that the City Council already approved in a prior year.

Council Member Mitchell asked has Schneider Electric's efficiency study already been completed.

Interim City Manager Moton responded that Schneider Electric already has a list of projects that the firm had to have audited to make sure that the savings would be realized. The roofs at City Hall, Municipal Building, and Carver Library are not part of that scope of work, but there are other elements that need to be done to them as well.

Council Member Mercer commented on the planned use of fund balance, \$150,000 in FY 2012-2013 and \$1,250,000 in FY 2013-2014. He stated he would like to receive some historical context on past use of fund balance, particularly whether the current year budget is relying on fund balance.

Interim City Manager Moton responded that the City is not using fund balance to sustain operating expenses, nor was it a tool for balancing the budget in the current fiscal year. Uses of fund balance in the current year have included funding for the Drew Steele Center of approximately \$334,000 and \$500,000 for the Dream Park. In a year where fund balance is used for balancing the budget, both City staff and the City Council should be more mindful of funding additional projects through expenditure of fund balance.

Council Member Joyner stated the City had a \$1.5 million surplus last year which would have gone toward fund balance to cover those special projects just mentioned. He asked if the current year fund balance has grown from the previous year.

Interim City Manager Moton stated the City's current year budget was not balanced through use of fund balance. As of June 30, 2011, there was a positive cash flow to add to fund balance.

Mayor Pro-Tem Glover questioned funding for the Dream Park, stating that there was \$534,000 set aside to begin park construction, with another \$250,000 set aside for other park needs. Since that time, the City Council has determined the \$250,000 will be used to complete the Dream Park. She asked why funding is not reflected in that manner in the budget.

Director of Financial Services Bernita Demery responded that although the additional money for the Dream Park has been designated for the Capital Reserve Fund, staff waits for project estimates from the engineers to determine proper allocations for building, land improvements, etc. so that it can properly set up a project budget. During August or September, when all of the numbers have been received, staff will make the necessary transfers to set up the project budget.

Interim City Manager Moton stated the proposed budget of \$7,441,360 for the Sanitation Fund for FY 2013 reflects a 20.3 percent increase over the current year budget, which was \$6,186,245 at the start of FY 2012. Sanitation rates have remained constant since 2008, and staff stressed during the 2010 bi-annual budget process that it was becoming increasingly difficult to balance the Sanitation Fund budget without a rate increase. In recognition of the recession, the City Council felt having a rate increase should be delayed, although the staff recommendation at that time was to increase the rates 12.9 percent. The cost of personnel, fuel, fleet maintenance, vehicles, supplies, materials, etc. has continued to rise, but an even bigger expense may be the inconsistency of service delivery. While two-thirds of the City's sanitation is curbside, there is still a large portion of the City's customers who utilize backyard service and these customers are scattered throughout the City, thereby necessitating routes to be covered twice. Additionally, unlike most North Carolina cities that utilize automated trash collection equipment, Greenville still utilizes a combination of manual collection and semi-automated equipment. While varying collection methods are a convenience for residents, they are cost intensive and are likely to result in the Sanitation Fund operating at a loss.

Interim City Manager Moton proposed rate increases to cover FY 2012 and FY 2013 costs. Staff expects to present a comprehensive plan to the City Council regarding changes which will improve service delivery, lower costs and help to avoid or minimize future cost

increases later this year. This report will also address premium services which are not provided by many other cities or which are provided on a fee basis.

Council Member Blackburn asked if the City did not increase its sanitation rates, how much loss would be suffered in the General Fund.

Interim City Manager Moton estimated if fees remained unchanged and there were no changes in service delivery or other efficiency improvements, the loss over the coming budget cycle could approach \$1 million.

Council Member Mercer asked will the report Mr. Moton referenced provide some perspective on best practices used in other cities similar in size to Greenville.

Interim City Manager Moton responded that benchmark data from other cities would be included and he said that staff recommendations on the optimal method(s) of service delivery and fee structure for Greenville.

Council Member Mercer asked the information provided would be sufficient to explore a Request for Proposal (RFP) to contract for services.

Interim City Manager Moton responded that certainly defining what level of service is desired for the community will be the basis for any RFP, but a bidder would also want to know anticipated collection volume. Currently the City does not limit how much a single residence can place for collection, so that may need to be done before an attempt to consider privatization of services.

Following a general discussion about delivery methods for the various collection services provided by Greenville and how those might be adjusted to maximize cost savings, Interim City Manager Moton stated there are no rate increases proposed for the . He said it is expected that in FY 2015, a rate increase may be necessary. He said staff was of the opinion that an increase in both the Sanitation and Stormwater rates in the same budget cycle would put an undue burden on the City's residents and should be avoided if possible. The adopted Stormwater budget for FY 2012 was \$3,835,271 and the proposed budget for FY 2013 is somewhat less at \$3,280,219. The reduction is a result of a reduction in Capital Improvement Projects for FY 2013.

To Council Member Joyner's inquiry about Stormwater Revenues for FY 2012, Interim City Manager Moton responded the revenue for the current year adjusted budget was \$2.9 million. The City has had a healthy balance for a number of years and has been using a combination of current revenues and bond money to fund operating expenses and capital needs.

Council Member Joyner asked how many City employees are paid, either fully or partially, by the Stormwater Fund. He asked for a list of those employees which outlines their qualifications.

Interim City Manager Moton stated 31 full-time equivalents are paid from the Stormwater Fund, and he will provide a list. These employees maintain catch basins, inlets, natural ditches and assist in stream bank stabilization and stream bank restoration. Not all labor assigned to the Stormwater Fund is manual labor. There are also engineering service requirements as a big component of managing the stormwater system is ensuring that development which causes displacement of water is properly addressed. Stormwater is more than just the volume of water; it is a water quality issue.

Interim City Manager Moton gave a quick summary of additional non-major funds.

- The Public Transportation proposed budget for FY 2013 is 2,740,749.
- Debt service, budgeted at \$4,611,468, continues to decline.
- The Community Development Housing Division is primarily funded by HOME and CDBG money as well as a transfer from the General Fund.
- Fleet Maintenance is an internal service fund. Departments are charged for fleet fuel and maintenance costs (\$4,364,441 in the first year).
- The Health and Dental Fund is budgeted at \$12,015,000 in the first year and \$13,135,366 in the second year.
- The Vehicle Replacement Fund is budget for next year at \$3,769,058 and \$3,772,949 for FY 2014.

Council Member Joyner requested that staff provide him with a list of the City's debts and a payoff schedule.

Remaining Budget Schedule

Interim City Manager Moton stated June 14, 2012 is the date for the City Council to consider the adoption of the budget and the financial plan. As a reminder, FY 2013 begins July 1, 2012. A budget ordinance will need to be adopted by June 30, 2012 in order for the budget to be in place on July 1, 2012.

Following conclusion of the budget presentation, Mayor Thomas declared the public hearing open and solicited comments from the audience.

Terry Boardman – Greenville

Mr. Boardman stated the Mayor and City Council have done an excellent job in both personnel changes and operational issues over the past six months, but he stated he lives in

a different economic world than City management does. Three bank-foreclosed homes are on the same street as his personal residence. Some of his son's neighbors are unemployed and those individuals would love to have a 2.5 market increase. The community is pleased that the City Council has held the tax rate at \$.52 and, in these difficult economic times, that helps our community not only in lower household costs, but as an incentive to attract more industry. With a Greenville tax rate of \$.52, it is still 24 percent higher than the State's average of \$.418 but at least the City Council is going in the right direction, which is not up. The community is very concerned about City management's proposal to balance the City budget by increasing the Sanitation fees and effectively taking \$2 million out of the City's households. These enormous percentage increases are viewed by the community as a \$2 million back-door tax increase. He said he expresses his opposition to these significant Sanitation tax increases for basically two reasons. The first is that the Sanitation tax increases will hit the poor, elderly and unemployed populations the hardest. These massive assessments do not impact businesses such as Walmart, Lowes, the hospital, East Carolina University, and others because they have private contractors for their sanitation. Furthermore these homeowners, because of this mandatory fee, cannot take their garbage to the dump themselves to avoid the charge as they will be assessed anyway. Since it is not assessed on City businesses, it is there as a household tax which is very unfair in these economic times for Greenville families. The second reason is that the economic implication to the Greenville economy with these large increases in Sanitation will be very negative. According to the Pitt-Greenville Chamber of Commerce, when somebody from out of town comes to Greenville and spends one dollar, it turns into \$3 of economic activity. The multiplier effect has significant ramifications for employment in the businesses that grow through these dollars being added to the community. The federal government does the same thing. Unfortunately, the multiplier also works in reverse. Take money out of households, it will reduce the economic benefit to Greenville. By taking \$2 million out of households, the City is taking \$6 million out of this economy. Mr. Boardman stated he does not see why Greenville needs to raise collection fees for its households. He suggested that the City reduce the increase from \$12.65 to \$11.50, which is Winterville's rate and the rate changed by Waste Management, who obviously must be making a profit.

Gretchen Ewen – 2409 East Fifth Street

Ms. Ewen stated that, like other people, she lives on a street that has had houses for sale for several years and there have been foreclosures. According to *The Daily Reflector*, City employees received a raise in 2009, 2011 and this year will be their third raise since the crash of 2008. Her husband is a State employee and has not had a raise in 4 years. This is not right because everyone is experiencing difficult times. Gas is high and food prices are killing everyone at the grocery stores. This is not a time to give a third raise to City employees with all the budgetary difficulties.

There being no further comments, Mayor Thomas declared the public hearing closed.

PUBLIC COMMENT PERIOD

John Dunn – 139 Duke Road, Winterville

Mr. Dunn stated that the Pitt County Girls Softball League (PCGSL) provides a service that the City does not provide in the sense that it is a place where girls of ages 16-18 as a team can play fast pitch softball. The only other way that the girls can play fast pitch softball is in junior high and high school. About 50 percent of the girls who play with PCGSL are residents of the City of Greenville and the other 50 percent comes from other parts of Pitt County. He would like to encourage Greenville to provide some financial support to the 2012 Babe Ruth Southeastern Regional Softball Tournament and any other events that PCGSL may have in upcoming years. Next year, PCGSL will host the 2013 State Babe Ruth Tournament and in the past, PCGSL has hosted a Babe Ruth World Series in Greenville. It is important for the City to support the League especially given the estimated \$.5-\$1 million economic impact that this event will bring in July to Greenville and Pitt County, which is normally when activities are slow.

Bo Batts – 3807 Tucker Drive

Mr. Batts stated that the 2012 Babe Ruth Southeastern Regional Softball Tournament will bring people to Greenville from seven states. It is estimated that between 400 and 500 motel rooms will be used for up to six days, July 17-22, 2012. Sixty plus teams will be participating in the tournament and over 3,000 people will be representing these teams including 700-plus players, 250 coaches, and 2,500 parents along with, grandparents and siblings. PCGSL is requesting the City's financial support to host this event in Greenville. PCGSL has raised approximately \$20,000 to date and their expenses are estimated at \$45,000. Winterville has contributed \$4,000 and is one of their largest contributors.

Council Member Joyner asked if Pitt County is contributing money and who else contributed to the \$20,000.

Mr. Batts responded that the \$20,000 came from CenturyLink and then individuals and another \$1,600 has been donated by individuals and banks and businesses that will benefit from this event. Expenses are still significant. PCGSL has paid \$10,000 to Babe Ruth to host the event.

Mayor Thomas asked what kind of impact was talked about by the last community that hosted the tournament.

Mr. Batts responded last year, the tournament was divided and held in Marshall, Tennessee and somewhere in Virginia. Unfortunately, because of the way it was handled, neither one

of those cities made money. Hopefully, the event will make \$40,000-\$50,000 to put directly back into the PGCSL program.

Charles Pennington - Hickory Street, Cypress Glen Retirement Community

Mr. Pennington thanked the City Council for the enjoyment at River Park North that 20 people had from the Assisted Living, Skilled Nursing, and Memory Cottage Divisions of the Cypress Glen Retirement Community. Everyone caught a fish, saw a beautiful video, and went to the museum. It brought tears to his eyes to see these people participating in the activities at River Park North. Mr. Pennington thanked Director of Recreation and Parks Gary Fenton and presented him with a gift of golf balls.

David Carpenter -127 King George Road

Mr. Carpenter stated in the first Uptown Economic Development Committee meeting, the members were attempting to establish goals for the year. Their first goal for discussion was how the members can attempt to bring in a smaller, but well known retailer into the downtown area. One of the members said that the Committee would never be able to attract a retailer of this type because their potential customers will not be able to park downtown. The second goal discussed was how the members can bring more residential into downtown and encourage property owners who have empty second floors into turning them into residential. More residential downtown is definitely needed, but there is a shortage of parking for residents of the downtown area. A parking deck will send a strong and clear message to the citizens that if they come downtown, they will not have to look very far to find a place to park and that parking spaces will be in close proximity to where the citizens want to go. It is going to make huge strides toward helping to sustain the businesses that are already opened in downtown. People have invested huge dollars and committed to downtown and a parking deck will help to sustain those businesses. The third goal is a parking deck, which will create a platform for economic development. If this deck occurs, hopefully Uptown Greenville can attract the kind of retailer wanted in the Uptown District. In 2004, the City Council voted to set aside over \$3 million specifically designated to build a parking deck downtown. That parking deck was not built and what is left in that fund is \$1.7 million, which is still enough to make this project work. Hopefully, the City Council will see the parking deck as a priority and vote to move forward with this project in this fiscal year.

J. T. Williams – No Address Given

Mr. Williams stated today, the Greene Street Bridge has a 4-lane traffic reducing to a two-lane street, which makes it difficult for a mother and two children to cross that bridge. The City has a solid sidewalk beyond the hospital toward Falkland until it gets to about 100 yards from the Greene Street Bridge, then the sidewalk changes to a dirt path. For the groups who use the walking lane (Greenway) down to the river and must wait until they can get between the stopped cars to cross the street, the City Council should give some

thought to a walkway on the right side that ties into the new walking lane for the groups to go back and forth. 98 percent of the people who use the bus stop near the bridge probably do not have a car, and 90 percent on hot days are backed up into the bushes because there is a bench near the street instead of a bus stop shelter. Mr. Williams stated also, a bus stop shelter should be located on 10th Street going toward Hastings Ford. The traffic on 10th Street from Hastings Ford to Brook Valley has practically turned into a race track; cars are consistently speeding. A photocell light is needed so that when a school bus goes in there in the morning, they would get a light so that they can get back out and back in.

OTHER ITEMS OF BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Planning and Zoning Commission

Vice-Chairperson Godfrey Bell of the Planning and Zoning Commission gave the purpose of the Commission and stated the majority of the cases and issues considered are application based. In the past 12 months, the Planning and Zoning Commission reviewed rezoning requests involving 50 acres and a future land use map amendment. One of the rezoning requests was from office institutional multi-family to commercial at Greenville Boulevard and 14th Street, which encompasses about 3.96 acres. In addition, the Commission considered 248 lots on 182 acres of preliminary plats; 1 street name change (Thomas Langston Road to Regency Boulevard), 8 city code amendments including the modification to dining and entertainment establishments which provided extended hours and additional holidays for amplified sound and added Thursday also for amplified sound; request for limited portable temporary storage that includes pods in CD and CDF districts; modification to the City's vegetation regulation increased the distance of building among public streets from 752 ft. to 1,000 ft.; modifications to the sign ordinance allowing wine shops to sell malt beverages; and modification to the quarter mile separation requirement for family home care, which was denied.

Redevelopment Commission

Chairperson Terri Williams of the Redevelopment Commission stated the Commission was honored to receive the Governor's Innovative Small Business Community Award this year for assisting small businesses in the urban core through the small business competition. The Redevelopment Commission helped to create 16 businesses with 38 full-time jobs and 122 part-time jobs since the inception of this competition in 2008. The Commission has also been successful recruiting several technology companies to the Uptown District

including Tier2 TECHNOLOGY and Apogee, both of which have expanded and added new jobs. The Commission also invested in The Gold Post Cafe, the first sit-down restaurant to open in West Greenville in several decades. The investment that the Commission and City Council have made in the Uptown District has led to the location of the new federal office project that will bring 2 dozen new jobs to the Uptown District as well several other development projects currently on the drawing board. Although it is true that the majority of the general obligation bond funds that our citizens generously approved to jumpstart revitalization projects have been expended over the last six years, the investments those funds have leveraged are clearly visible, i.e. the Five Points Plaza, Reade and Cotanche Streetscape improvements, West Fifth Street Gateway improvements, Nathaniel Village, and countless dilapidated properties that were purchased in West Greenville to make way for the construction of new high quality and affordable homes. The Center City, West Greenville Revitalization Plan was adopted by the City Council as a 20-year plan and although much has been done since 2006, there remains even more to do. Some projects such as the West Greenville Small Business Incubator could be developed primarily through grants. Others such as the Uptown Theater will be completed with private fundraising. Hopefully, the investments that the Commission has made so far in West Greenville and City Center will continue to grow thereby expanding the City's tax base and making funds available that the City Council could reinvest in the redevelopment areas. Ms. Williams announced that on Thursday, June 14, 2012, the Redevelopment Commission will present their adopted 2012-2013 Work Plan. At that time, the Redevelopment Commission looks forward to receiving the support of the City Council to continue to move forward with revitalization in the City's urban core over the coming years.

AGREEMENT WITH DAVID VAGHN CONSTRUCTION FOR THE SARAH VAUGHN FIELD OF DREAMS IMPROVEMENTS PROJECT - APPROVED

Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Glover to approve an agreement with David Vaughn Construction for improvements to the Sarah Vaughn Field of Dreams through authorizing the Interim City Manager to negotiate and execute the agreement on behalf of the City. Motion carried unanimously.

UPDATE BY SCHNEIDER ELECTRIC ON THE GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT PROJECT

Interim Public Works Director Scott Godefroy stated Account Executive Robert Williams of Schneider Electric Buildings Americas (Schneider Electric) is present to update the City Council on the next steps for the Guaranteed Energy Savings Performance Contract and establishing the Scope of Work that is to be included in this project.

Mr. Williams stated on April 9, 2012, the City Council adopted two resolutions, one for the financing of the project and the second to send it to the Local Government Commission. Before submitting the necessary information to the Local Government Commission, Schneider Electric wants to update the City Council on the Scope of Work to be done. This is a 15-year project with guaranteed energy savings paying for itself, zero upfront cost to the City and a zero tax burden on the citizens of Greenville. It is a turnkey project with the amount of \$2,591,372 that will save 39 percent in the annual utilities costs from the City facilities that Schneider Electric looked at. A few of the highlights of the project are lighting, building automation system and water conservation listed under a lot of the buildings. Those are high savings low cost items and those savings are used to pay for some of the things that the City really need. At City Hall, there is a dedicated cooling system for the A/V room and a solar photovoltaic system that will be installed on the newer part of the roof. At the Municipal Building, there is a replacement need of the third floor HVAC unit. A solar thermal domestic hot water system will be installed at the Police/Fire Rescue building. Other highlights are lighting and water conservation in some of the park areas where opportunities are limited. The aging rooftop units will be replaced at the main building of the Public Works Complex. At the Aquatics and Fitness center pool, Schneider Electric will also replace the HVAC dehumidification system causing the issues over the years and having two units working together much more efficiently. If something happens to one of them, there will be a backup. In regards to the environmental impact, over the life of this project, there are 49,245 tons of carbon emission savings, which is equivalent to planting almost 2 million trees and removing 6,354 cars from the highway.

Council Member Blackburn stated that the dehumidification system at the Aquatics and Fitness has been replaced and she was hoping that could be a solar thermal system.

Mr. Williams stated that was discussed, but the Recreation and Parks Department staff had expressed that there are roof issues there. Schneider Electric did not want to install a system that might have to be taken down for roof repairs.

Council Member Blackburn stated there is a lot of lighting listed under the City's facilities. Having spent some time researching dark skies, etc., she asked if Schneider Electric is considering reduction in lighting as well as full shutoff lighting. Council Member Blackburn asked if the lighting improvements could be briefly addressed.

Mr. Williams responded that Schneider Electric is looking at a bold balance replacement in a lot of the buildings. Lighting is listed under the buildings because every building has an actual line by line with what is being done that includes metal headlights in the gymnasium going to T-5 fluorescent bulbs, and occupancy sensors in restrooms for those that are not used that often. It is also outdoor lighting but it is attached onto some of the facilities in the Public Works Department area and the City's parks.

Council Member Joyner asked if each recommended project could stand on its own.

Mr. Williams responded with a performance contract, the key is a comprehensive turnkey project, although payback times will vary.

Council Member Joyner asked for an explanation for the water conservation scope of work at the Guy-Smith Stadium and does this include cutting off the water one hour per day.

Mr. Williams responded that the Schneider Electric looked at the sinks and showers aerators' low flow. Basically, most of the water is low flow devices so on the sinks it is going to be low flow, toilets will be low flush, and in certain areas the entire toilets will be replaced.

Council Member Joyner asked if the water conservation initiative will impact water on the field at Guy-Smith Stadium.

Mr. Williams responded no and stated Schneider Electric looked at irrigation, but the payback was not there so Schneider Electric did not go in that direction.

ENERGY SERVICES COMPANY PERFORMANCE CONTRACT RE-AWARD – APPROVED

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to reapprove Schneider Electric as the City's Energy Services Company as previously approved on December 8, 2011. Motion carried unanimously.

DISCUSSION OF HOP TYSON AREA STORMWATER DRAINAGE AND STREET IMPROVEMENT NEEDS – STAFF TO PREPARE A PLAN

Interim City Manager Moton stated Council Member Smith requested that this item be placed on the agenda. Council Member Smith, Interim Public Works Director Scott Godefroy, Director of Community Development Merrill Flood and former City Manager Wayne Bowers have held previous discussions about the natural ditches and roadway conditions in the Hop Tyson neighborhood. The residents have expressed a desire to have ditches channelized (improved storm drainage) and curb and gutter added to the roadway.

Interim Public Works Director Scott Godefroy stated the residents asked staff to look at what improvements could be made in the Hop Tyson Road area mostly relating to the drainage and road improvements. Staff looked at adding curb and gutter and sidewalk on one side of the road and storm drainage improvements. The side ditches would be filled in along most of the road. There is still one major drainage way that will remain open, but the ditches are along the road and under this scenario, would essentially be eliminated.

Interim Public Works Director Godefroy stated this is a flat area, and it would be difficult to get everything piped so there would be some drainage off of the individual lots. That is something that would be conveyed by storm drainage down at the main conveyance. One way to possibly save money is widening the new road to 28 feet and put in the curb and gutter as well. The slope in the road is on one side so the storm drainage would pretty much not have to be as extensive. If it was done in that manner, the cost would be \$625,000. If the road is pitched to one side, that would be an additional \$100,000 and there would be costs for additional storm drainage improvements in order to accommodate having the water to go to both sides of the road. That is an effort to come with this estimate and this may be an opportunity to get some Community Development Block Grant (CDBG) funds to assist in paying for this project.

Mayor Thomas asked what kind of right-of way is through that area for being able to widening the road and if the City annexed that area.

Interim Public Works Director Godefroy stated that it is probably about 50 feet.

Council Member Joyner stated that last year, Council Member Smith, Mayor Pro-Tem Glover and he met with a resident who lives in the neighborhood. Since the City annexed this neighborhood years ago, it has not received any attention from the City. Also, there is a swamp or a runoff problem that is hurting the drainage in that area.

Interim Public Works Director Godefroy delineated the area on the map and responded that the area is flat which contributes greatly to the drainage problem. With the initial assessment, the drainage improvements will pour water on the other side of the street and, hopefully, will alleviate that issue.

Council Member Joyner stated that there is flooding at the end of Hop Tyson Road because when it rains, the water cannot go anywhere, but in the swamp. Council Member Joyner asked will any of the \$625,000 for the project correct the problem.

Interim Public Works Director Godefroy responded the storm drainage improvements will help draw some of the water off, but he is unsure if that is the cure for the whole issue.

Council Member Joyner asked if the City is doing street improvements only in the Hop Tyson Road neighborhood or if lighting improvements are being made as well.

Interim Public Works Director Godefroy responded that the lighting improvements are not included in this project. Much of the problem deals with the fact that the street lights tend to only illuminate the street and sidewalk, but a lot of the issue is that the homes are off the road near dark places and staff would look at what can be done.

Council Member Joyner asked if this is a project that the City Council decides should be done, what funds will be used.

Interim Public Works Director Godefroy responded that he has no knowledge of what funds will be used for the improvements.

Council Member Joyner asked if this is something that could be done at one time or should the project be broken up into two or three stages. If it should be done in stages, over what time period?

Interim Public Works Director Godefroy responded that the improvements could be contracted out and done at one time. The storm drainage improvements and repair of the curb and gutter really need to be done in conjunction with one another. The City might want to do parts of the subdivision, for example, doing improvements to half of the street, but he would suggest doing all of the improvements to that particular area at one time.

Director of Community Development Merrill Flood stated that there is no existing money in the CDBG grant fund program. If the City Council decided to pursue this project next year, funding would actually come from the 2013-2014 program year and approximately \$60,000-\$80,000 of CDBG money could be programmed for a project.

Council Member Mitchell asked where is the remainder of the money other than the CDBG grant funds.

Interim City Manager Moton responded this is unique. There are opened ditches throughout Greenville and the City would not normally recommend that the Stormwater Fund do this because the Stormwater Fund could not sustain such an endeavor. Hop Tyson is an area that will qualify for the use of CDBG grant funds because of its characteristics of low to moderate income and it is what the federal government would consider as blighted. The logic behind it is since it qualifies for CDBG grant funds, the City would use those funds to the fullest extent and then the balance would be paid from the . This area's needs are significant, but the City cannot afford to begin channelizing ditches. The curb and gutter would be done with stormwater money, but in this very limited unique circumstance that would be the approach, if the City Council chose to do the project. The curb and gutter are part of the drainage system and then to alleviate the open ditches would be the second part of the improvements.

Mayor Thomas asked what limits the CDBG funding to \$60,000-\$80,000 or what creates that criterion.

Director of Community Development Flood responded that when staff looked at the entire budget and the amount of activities that would be basically eligible, it would be an area wide benefit as far as eligibility. Staff always tries to match the number of projects that come out of their consolidated plans and needs and that seems to be the amount that staff could see in the future that the City could pull out of the housing needs and commitments that the City Council has asked staff to make for the 45-Block Revitalization area. That really follows what staff has done with the Dream Park as well.

Mayor Thomas asked if this was broken into two different phases could the City receive additional CDBG money the following year to help fund the second phase.

Director of Community Development Flood responded that staff would have to investigate that aspect of keeping the project open. There is a certain time limit that the money has to be spent and committed to the project. He believes that may be possible.

Council Member Blackburn asked since this is a project with some complexity, could it be done in such a way that there could be phasing in of CDBG funds. Council Member Blackburn stated that with a need this great and with public welfare at stake, there could be additional federal funding, i.e. FEMA funding, because this area is prone to flooding.

Mayor Thomas responded yes.

Council Member Blackburn asked was the Hop Tyson area under water during Hurricane Floyd.

Director of Community Development Flood responded that he does not recall this area being underwater, but this area was affected by Hurricane Floyd.

Council Member Blackburn asked is there a need to channelize all of the opened ditches. Council Member Blackburn stated from an environmental standpoint, sometimes when more concrete or drain pipes are added versus natural absorption, it creates problems either in the area or in other areas and asked for staff's assessment of that.

Interim Public Works Director Godefroy responded that the subdivision would look a lot better and more appealing if the side ditches and piping are eliminated. In flat areas, often times ditches are used because they can handle a little bit more water than sometimes the pipe system can. Staff's assessment was based on the information that they received and there will be more precise design in order to come up with the final product. Staff is giving the City Council a cost based upon what the residents would like to see in the area.

Mayor Pro-Tem Glover stated she has served on the national Human Development Steering Committee for approximately 10 years, and the CDBG Program is one of the issues that the Committee discusses and writes resolutions and policy to be submitted to Capitol Hill. Over those years, the Committee has seen a decrease in CDBG funding. Last year, there was a significant cut plus money was actually rerouted in other places. Mayor Pro-Tem Glover asked how can staff predict that the grant funding will be \$60,000-\$80,000 next year for this project. It is really a shaky situation when cities are depending on CDBG funding because she is aware that by being a member of the Human Development Committee of their work of trying to get people on Capitol Hill not to change the CDBG Program. The City cannot be assured that it will receive \$60,000-\$80,000 next year, and it is a far reach of what she expected because there have not been any changes and the CDBG Program has been continuously cut.

Director of Community Development Flood stated there have been significant cuts in the CDBG Program and it is one of the issues that the City faces and hence staff's estimate is \$60,000-\$80,000. It means that the City would have to tradeoff and not do something else in the City's other target areas and use the \$60,000-\$80,000 for the improvements in the Hop Tyson area. It is not a known quantity what the City's CDBG entitlement will be. Currently, the City receives about \$880,000. If some of the budget cuts that have been discussed follow through, it is likely that the City will see some cuts and would have to tradeoff and not do something else. Certainly, staff will take direction from the City Council on how to approach this project with or without the possible CDBG program funding.

Mayor Pro-Tem Glover stated Hop Tyson is a victim of circumstances. That community was annexed into the City and annexed out of the County for the purpose of the airport extension, and the Hop Tyson residents have been taxed without any representation. When she first visited the subdivision, it looked like a war zone. Nothing had been done since Hurricane Floyd and there were still trailers, etc. from the flood in the neighborhood. Some of the trailers were removed by the City, but the appearance of the neighborhood is devastating. She recalls Interim City Manager Moton and her visit to the area when he asked why would the City annex a place like this and she responded because of the airport. It is so sad that these residents have been living in the City since 2000 and nothing has been done to improve their community.

Council Member Smith stated she experienced seeing the same terrible conditions in the Hop Tyson area. It is frustrating to hear and report the complaints, then sit back and watch that nothing is being done to improve the community. Council Member Smith asked from staff's professional opinion, while surveying the area and seeing the problems, if there is another suggestion other than what is being proposed.

Interim Public Works Director Godefroy responded certainly, the street could probably be resurfaced and some ditch improvement could be done to pour water down to the main conveyance that will alleviate the flooding in the area of concern. Staff really needs to look at this problem. Resurfacing and widening the road, improving the ditch system and looking at the street lighting for safety purposes and the appearance at night will improve the community's appearance.

Council Member Smith stated that Hop Tyson was annexed into the City to benefit the airport and the airport is making the money. These are citizens paying taxes, and she would like for something to be done for their benefit. She will not drop this request for improvements until they are completed because it is a critical need, and the longer it takes, the more the community deteriorates. People live there and something has to be done in order for this place to be called a part of the City. She encouraged any of the City Council Members who has not done so to visit the Hop Tyson area.

Interim Public Works Director Godefroy asked that the City Council allow staff to re-evaluate the issue from the perspective of what minimum things can be done to improve the looks of the subdivision. Deciding whether the storm drainage should be a ditch system, or maybe replacing driveway pipes, etc. might lend some improvement to drainage in the area. Staff will obtain the cost to overlay the road and bring that back to the City Council as well.

Interim City Manager Moton stated that his visit to the area along with Mayor Pro-Tem Glover and Chief Anderson probably was within his first year with the City of Greenville. He questioned why the city annexed the area. His understanding of annexation, based on his experience, is that annexation is a strategic effort to grow the community and it should have an economic impact. The degree to which that area differs from the rest of the City made him question why the subdivision would be annexed as a strategic objective. During research, his recollection is that the area had a failing septic system and there were environmental issues. The City was approached by the environmental regulators to annex the area so that it could qualify for sanitary sewer from the Greenville Utilities Commission (GUC). There were grants made to help the residents and pay to have the connection, and GUC financed the connectivity. Interim City Manager Moton stated he is not advising the City Council to do this throughout the City, but the City Council could make an exception. There should be a basis for making deviations from the normal and that basis could be that this area could be considered blighted by the CDBG Program's standards. Therefore, it would be appropriate to spend money from the Stormwater Fund in conjunction with the CDBG grant.

Council Member Joyner stated that it is also a safety issue because, when it rains, the snakes come out of the swamp and into the neighborhood.

Mayor Pro-Tem Glover stated this is a good discussion and the City Council cannot let this issue drop. She appreciates everything that staff has added to this discussion. When she returned to the Hop Tyson area, she noticed that some ditches were cleaned and some of the trailers that were damaged from the flood were removed. She asked staff to bring back a plan of what the City is going to do immediately and the costs for the improvements.

Council Member Joyner stated that staff could provide cost estimates for the various stages of work and at least address some of the concerns. We know that the citizens are there and we care about them and are working towards improving their community.

Mayor Thomas stated that it is very important to take care of every part of the City.

Council Member Smith stated that the code enforcement staff should look at the abandoned property such as the vacant trailers that have been there for years. Because no one lives in trailers, they become infested with rats. No one is cutting the grass or monitoring the area. There should be a limit on how long these abandoned properties can be there.

Interim City Manager Moton stated that the City does a lot of demolition and mowing of other people's personal property. Next year, tall grass will stay taller longer because the City cannot continue to mow personal property. The City is going to have to get better at having people pay the City back when the City is mowing, demolishing and hauling off resulting debris on personal property.

Council Member Joyner stated that if property owners will not mow their grass, the City will mow their grass for them and then the City does not collect the money from the property owners for that service. Council Member Joyner asked what is staff doing to collect the money from those people whose yards are being maintained by the City.

Interim City Manager Moton responded that the City's policy is to get voluntary compliance, getting the owners to be responsible for taking care of and maintaining their properties. When the property owners do not maintain their properties, the City is forced in the position to abate, mow the property, and haul off debris. The cost for that service is billed to the property owner and eventually it is turned over for collection, but after a certain period of time, there is also a lien against the property. A lot of people feel that they can wait until their property is sold and pay the bill when their lien is retired. The City needs to take a more aggressive posture. The current practice is not discouraging people from letting non-payment become a repeated behavior.

Council Member Joyner asked why not use foreclosure, which is a drastic step, but if there are people who will not pay and it is costing the City, he would like for staff to step up what the City is doing.

Interim City Manager Moton responded the City has used foreclosure. There is a dollar amount that becomes justifiable, and a point where a dollar amount is not. Other cities and counties work out deals, i.e. adding the unpaid fee on a tax bill and an individual will have at least six months or a year to make the payment. Quite frankly, there is a point the City would charge-off the debt because it was uncollectable.

City Attorney Holec stated that part of the issue is when using foreclosure, the City ends up being the owner of a lot of these properties so there are extra burdens with that. The process that the City has utilized is the lien, which comes in when having the sale and then the City will collect. That is one of the issues.

Council Member Blackburn stated the City has accumulated code issues and this has been a concern of hers and it seems that other members of the City Council are concerned that the City is not getting these fees and penalties paid and what this cost the City. The City needs more code officers and needs a better ability to collect this money. Council Member Blackburn asked what can the City do to collect the money and to investigate how the unpaid fees could be added to tax bills.

Interim City Manager Moton stated he had some preliminary conversations with Pitt County. The model that he has seen is done by Jacksonville in Onslow County. There are obviously some concerns on the County's part of taking on the collection effort and that must be discussed. The Mayor and he are meeting with the County Manager and the Chair of the Pitt County Commissioners at their upcoming quarterly meeting, and this is something that could be informally discussed. The City Council and staff should be moving in the direction of accelerating the City's money spent for the properties that are not being maintained.

Mayor Pro-Tem Glover stated that even if the City is stricter on its abatement process or if the City must foreclose on properties, then at least the land is worth something if the City cannot sell the property. The City does not have to actually demolish the structures because the owner is not cutting the grass. Some properties are not that bad and have only been abandoned. Either way the City should find some way of getting its money back and having a more aggressive abatement effort.

Interim City Manager Moton stated that one strategy that he has used in another jurisdictions code enforcement is that the City Council adopts a policy mandating that in order to obtain building permits or any other services from the City, the property owners should not have outstanding judgments or liens from the City and would be required to settle those before they obtain any City services. Staff used it already with some of the City's grants and maybe that is something that staff can study and bring back to the City

Council. Interim City Manager Moton asked if the City Council would be willing to consider that as an option.

Consensus was received from the City Council that staff bring this option back for their review.

Council Member Smith thanked Interim Public Works Director Godefroy and Director of Community Development Flood for their assistance with this matter. Council Member Smith stated she has also been working and discussing the conditions of the Hop Tyson area with Commissioner Melvin McLawhorn and County Manager Scott Elliott because it works all in that area.

BUDGET ORDINANCE AMENDMENT #11 TO THE 2011-2012 CITY OF GREENVILLE BUDGET (ORDINANCE #11-038) AND AMENDMENTS TO THE ADMINISTRATIVE FACILITIES CAPITAL PROJECT FUND (ORDINANCE #03-60), WEST GREENVILLE REVITALIZATION FUND (ORDINANCE #05-50), CENTER CITY REVITALIZATION FUND (ORDINANCE #05-127), EMPLOYEE PARKING LOT CAPITAL PROJECT FUND (ORDINANCE #07-92), ARLINGTON BOULEVARD SIDEWALK CAPITAL PROJECT FUND (ORDINANCE #10-26), PUBLIC TRANSPORTATION CAPITAL ASSISTANCE RECOVERY GRANT PROJECT FUND (ORDINANCE #09-73), PUBLIC WORKS YARD/BEATTY STREET CAPITAL PROJECT FUND (ORDINANCE #08-65), AND FEMA-HURRICANE IRENE PROJECT FUND (ORDINANCE #11-068) - ADOPTED

Council Member Joyner asked where will the wayfinding signs be located and if there is a wayfinding sign for the Bradford Creek Golf Course (Bradford Creek) in this budget amendment.

Director of Community Development Merrill Flood responded that staff could certainly examine what could be done about wayfinding signs for the Bradford Creek based upon the City Council's directions. As far as the gateway signs are concerned, staff would look at the possibility of locating one at coming in on NC Highway 11 North and another one at 264 East coming in from Washington, North Carolina, and these will be large gateway signs.

Council Member Joyner stated that during the discussion about Bradford Creek, the big comments made were about no signage directing patrons to the golf course. He thought that the City Council had appropriated the funding for the Bradford Creek at \$50,000 and it is \$64,000 in this budget.

Director of Financial Services Bernita Demery responded that is a financial cleanup for the year-end making sure that there are no budgetary violations. The \$64,000 is precautionary. She has met with the Recreation and Parks Department about Bradford

Creek, and the staff of the Recreation and Parks Department believes that Bradford Creek will be within its budget.

Council Member Joyner asked if Bradford Creek is within its budget, he thought their budget was \$50,000 and Bradford Creek is giving back the City \$14,000. Council Member Joyner stated that he recalls that the City Council and staff had discussed putting a \$50,000-\$52,000 cap on one of these items that are being requested tonight.

Director of Financial Services Demery stated that was for next year's budget where staff talked about staying within 90 percent of the budget.

Council Member Joyner asked regarding the request to appropriate the Vehicle Replacement Fund balance to purchase a new backhoe, was the stolen backhoe found.

Interim City Manager Moton responded that late on Thursday or Friday evening, staff received a telephone call from Raleigh that the backhoe was abandoned. The condition of the backhoe is unknown, and there may be some settlement or loss. This item was prepared prior to the recovery of the piece of equipment, and it is suggested that if the backhoe is not needed, the City will not spend the money.

Council Member Joyner requested staff to provide him an update on Thursday, which will give staff ample time to research the incident. Council Member Joyner asked how is the City's heavy equipment protected and if there is a camera located at the Public Works Department.

Interim Public Works Director Godefroy responded that the Public Works Department's equipment is fenced in. There is no camera at the Homestead Cemetery, and staff is looking into what can be done to have and better secure a location for all of the Public Works Department's equipment. Also, staff is getting an estimate together for the abandoned backhoe.

Council Member Joyner asked is staff asking the City Council to approve all the items with exception to the one that relates to the stolen backhoe.

Director of Financial Services Demery responded that staff would like for the City Council to approve these items, but of course if we do not need the money, the City would not spend money. It is a budget.

Council Member Joyner stated that the City will always have a need for the money, and he will go along with the City Council's wishes.

Motion made by Mayor Pro-Tem Glover and seconded by Council Member Mercer to approve the Budget ordinance amendment #11 to the 2011-2012 City of Greenville budget (Ordinance #11-038) and amendments to the Administrative Facilities Capital Project Fund (Ordinance #03-60), West Greenville Revitalization Fund (Ordinance #05-50), Center City Revitalization Fund (Ordinance #05-127), Employee Parking Lot Capital Project Fund (Ordinance #07-92), Arlington Boulevard Sidewalk Capital Project Fund (Ordinance #10-26), Public Transportation Capital Assistance Recovery Grant Project Fund (Ordinance #09-73), Public Works Yard/Beatty Street Capital Project Fund (Ordinance #08-65), and FEMA-Hurricane Irene Project Fund (Ordinance #11-068). Motion carried unanimously. (Ordinance Nos. 12-024 and 12-025)

REVIEW OF JUNE 14, 2012 CITY COUNCIL AGENDA

The Mayor and City Council reviewed the agenda for the June 14, 2012 City Council meeting.

COMMENTS BY MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

Interim City Manager Moton stated that there is no report from him this evening.

CLOSED SESSION

Upon motion by Council Member Mercer, seconded by Council Member Joyner to hold a closed session as permitted by G.S. 143-318.11(a)(6), for the purpose of considering 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 of employee; and, as permitted by G.S. 143-318.11 (a)(5), to establish or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the amount of compensation and other material terms of an

employment contract or proposed employment contract, the City Council voted unanimously to enter closed session. Mayor Thomas declared the City Council in closed session at 9:33 pm and called a brief recess to allow Council Members to relocate to Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Mitchell and seconded by Council Member Mercer to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 9:48 pm.

ADJOURNMENT

Motion was made by Council Member Joyner and seconded by Council Member Mitchell to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 9:49 p.m.

Respectfully Submitted



Polly Jones
Deputy City Clerk



PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, AUGUST 6, 2012

A regular meeting of the Greenville City Council was held on Monday, August 6, 2012 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 6:00 pm. Council Member Smith gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Rose H. Glover, Council Member Kandie Smith, Council Member Marion Blackburn, Council Member Calvin R. Mercer, Council Member Max R. Joyner, Jr. and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

Interim City Manager Thomas M. Moton, Jr., City Attorney David A. Holec, and City Clerk Carol L. Barwick

APPROVAL OF THE AGENDA

Interim City Manager Thom Moton stated staff requests that the agenda item on lighting standards be continued to October 8, 2012 to allow time to address questions which have recently arisen.

Upon motion by Council Member Mercer and second by Council Member Blackburn, the City Council voted unanimously to amend the agenda as requested by Interim City Manager Moton.

Council Member Joyner moved to approve the agenda as amended. Council Member Mercer seconded the motion, which passed by unanimous vote.

PUBLIC COMMENT

Mayor Thomas opened the public comment period at 6:04 pm and explained procedures to be followed by anyone who wished to speak.



- Chip Pennington – 100 Hickory Street
Mr. Pennington stated that recently there was a meeting to discuss how to increase interest at Bradford Creek Golf Club. He stated the Chip Pennington Foundation was established to teach students the game of golf and award them with a scholarship.
- Andrew Morehead – 409 S. Harding Street
Mr. Morehead stated there is a correlation between things like crime rates, parking and refuse collection with increased residency in property. An area with a 13.6% vacancy rate makes it difficult for other people to rent their homes in that area. Every time four people are allowed to rent one property, that is one person fewer available to rent someone else's property.
- Richard G. Crisp – 1201 N. Overlook Drive
Mr. Crisp stated he is President of the Englewood Neighborhood Association and has been on the Neighborhood Advisory Board since its beginning. He feels it is critical to maintain the current practice for selecting board members. The people within a neighborhood are in the best position to select the individuals who will represent them.
- Jeff Foster – 702A Cromwell Drive
Withdrawn
- Michael Schinasi – 208 Longmeadow Road
Mr. Schinasi stated he respects the position of those who feel occupancy standards should not be changed, but he would like to see a more reasonable ordinance. He stated he owns a 2,400 square foot home in a fairly prominent area, and renting a house that size to only three people is not economically logical. Rooms go empty and become large closets. He stated he screens his tenants carefully and makes them aware of local ordinances.
- Adele Greer – 1704 S. Elm Street
Ms. Greer stated she is against changing the occupancy standard because allowing more than three occupants just causes people to buy more houses to rent out. Over time, this will discourage single family residents from coming to Greenville. She stated she is very concerned about neighborhood preservation and has begun attending the Neighborhood Advisory Board meetings. The group is passionate about what they do and she likes the fact that neighborhoods have a voice in selecting their own representation. If that process is changed, she feels it will damage the passion that people have for serving on the board.
- Brenda Diggs – 4110 Treetop Circle – Winterville, NC
Ms. Diggs stated she is President of Oaks Neighborhood Association. She is also a member of the Neighborhood Advisory Board and finds the work very rewarding.



Just as Council Members are elected, the members of the Neighborhood Advisory Board are selected by their neighbors to represent them. Members are excited to be a part of a process which gives the people an actual voice and not just a cursory acknowledgement. This structure serves to diffuse potential power plays and is inclusive rather than exclusive. The current member selection process is not broken and does not need fixing.

- Ann Eleanor – 102 Lindenwood Road
Ms. Eleanor stated she is President of the Carolina East Neighborhood Association. She stated she does not understand why some people feel the current selection process for the Neighborhood Advisory Board isn't working. She thinks it works well.
- Rick Smiley – No Address Given
Mr. Smiley stated he is Treasurer of the Brook Valley Neighborhood Association, but they have not met to discuss the Neighborhood Advisory Board issue, so he is not speaking for them. He stated the Neighborhood Advisory Board is very collegial, which becomes a force multiplier because more people come. They recognize if they cannot speak for the interest of all neighborhoods, they can't have the impact they need to have. They are always searching for consensus, and the vote on each motion passed is almost always unanimous. He commended the people who volunteer their time to be part of this group.
- Donna Whitley – No Address Given
Ms. Whitley stated she is from the Forest Hill Neighborhood Association, but they have not met, so she is speaking on her own behalf. She said she feels the current system, in which each neighborhood association selects its own representation to the Neighborhood Advisory Board is a very democratic process and she favors keeping it the way it is currently.
- Diane Kulick – No Address Given
Ms. Kulick, from the Lynndale Neighborhood Association, stated she supports the way the Neighborhood Advisory Board is currently structured. She said she feels it is the only City board that allows every neighborhood to be represented.
- Kimberly Carney – No Address Given
Ms. Carney stated she is from Countryside Estates and serves as Vice President of the Neighborhood Advisory Board. She said she had expressed interest in serving on the Pitt-Greenville Airport Authority, but she was never contacted to serve. She stated it bothers her that the City Council is considering a change in how members are selected to serve on the Neighborhood Advisory Board because she fears citizens will receive the same treatment she experienced in not hearing back from Council Members after expressing an interest in serving.



CONSENT AGENDA

Interim City Manager Thom Moton introduced items on the Consent Agenda, reading out the title of each as follows:

- **MINUTES FROM REGULAR CITY COUNCIL MEETINGS HELD ON MARCH 5, MARCH 8, AND MAY 10, 2012 AND FROM SPECIAL CITY COUNCIL MEETINGS HELD ON JUNE 5 AND JUNE 26, 2012**
- **LETTER AUTHORIZING AMTRAK TO USE THE GREENVILLE AREA TRANSIT (GREAT) TRANSFER POINT ON READE STREET AS A STOP FOR AMTRAK'S EASTERN NC THRUWAY SERVICE**
- **RESOLUTION ACCEPTING DEDICATION OF RIGHTS-OF-WAY AND EASEMENTS FOR GATEWAY WEST - PORTION OF GATEWAY DRIVE AND LOT 10 -**
(Resolution No. 035-12)
- **RESOLUTION AUTHORIZING THE DISPOSITION OF TWO SURPLUS K-9 INSERTS (VEHICLE KENNELS) TO THE TOWN OF AYDEN -** (Resolution No. 036-12)
- **AWARD OF A PRE-EVENT CONTRACT FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES IN THE EVENT OF A NATURAL DISASTER**
- **(REMOVED FOR SEPARATE DISCUSSION) MEMORANDUM OF AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE EMERGENCY REMOVAL OF DEBRIS DURING A STATE OF DISASTER**
- **REIMBURSEMENT RESOLUTION FOR FINANCING GREENVILLE UTILITIES COMMISSION'S HEAVY EQUIPMENT AND VEHICLE PURCHASES WITH INSTALLMENT PURCHASE LOAN -** (Resolution No. 037-12)
- **SERIES RESOLUTION FOR GREENVILLE UTILITIES COMMISSION'S WATER TREATMENT PLANT RAW WATER PUMP STATION IMPROVEMENTS - WCP 99 -**
(Resolution No. 038-12)
- **REPORT ON BIDS AWARDED**

Council Member Joyner stated he had questions about the pre-event contract for debris management and removal services in the event of a natural disaster. He moved that the item be removed for separate discussion and that all remaining items on the Consent



Agenda be approved. Council Member Mercer seconded the motion, which was approved by unanimous vote.

- **(MOVED FROM CONSENT) AWARD OF A PRE-EVENT CONTRACT FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES IN THE EVENT OF A NATURAL DISASTER**

Council Member Joyner stated it appears to him that staff is asking the City Council to approve a contract with a firm from Alabama that will come in to help the City clean up in the event of a natural disaster. He asked if local firms were given the opportunity to bid.

Interim City Manager Moton stated this is a pre-event contract, similar to the one in place last year which allowed Greenville – unlike many other cities – to clean up quickly following Hurricane Irene. Certainly local firms had the opportunity to bid, but he stated he was not aware of any local firms that had the resources to bid on the contract as a single entity. He stated the contract, like the one in place last year, does require the successful bidder to use local haulers to the fullest extent possible.

Council Member Joyner stated the firm in place for Hurricane Irene was from Georgia. He asked why they did not bid.

Interim Public Works Director Scott Godefroy stated that firm – Ceres - did submit a bid. They were very good, but in the contract for this year the City was seeking a firm that could also help guide the City through the compliance process with Federal Emergency Management Agency (FEMA) requirements. Ceres offers little involvement with coordination of FEMA paperwork.

Council Member Smith asked what would happen in the event of a storm so severe the selected contractor couldn't get into the area.

Mr. Godefroy stated that, based upon weather forecasts, the contractor would come in for pre-event planning and equipment could be staged in the area to facilitate response.

Council Member Joyner asked what response time is required, and if not met, is there a penalty.

Mr. Godefroy stated the contractor has 36 hours from time of disaster to respond. While there is not a penalty in place, the City could certainly choose another contractor in the event the deadline was not met.

Council Member Blackburn asked if these services are fully reimbursed by FEMA.



Mr. Godefroy stated they are fully reimbursed.

Upon motion by Council Member Joyner and second by Council Member Blackburn, the City Council voted unanimously to award the pre-event contract for debris management and removal services in the event of a natural disaster to CrowderGulf, LLC of Theodore, Alabama.

NEW BUSINESS

- **PRESENTATIONS BY BOARDS AND COMMISSIONS**

- Neighborhood Advisory Board (NAB)

Chairperson Ann Maxwell stated she was honored to be speaking on behalf of the NAB, particularly following the comments made by citizens. She stated the mission of the NAB is to preserve and strengthen neighborhoods and its members represent their neighborhoods with a great deal of passion. They meet on the third Thursday of each month, often hosting meetings in the City's various neighborhoods as they work toward the goal of increasing citizen participation in neighborhood organization and advocacy. If a neighborhood does not have an association, the NAB will work to help them establish one.

- Police Community Relations Committee (PCRC)

Chairman Richard Crisp stated the PCRC works to serve as a liaison between the community and police over common concerns. They strive to serve as advocates for programs, ideas and methods to improve relationships between the community and the Police Department. The past year has been one of restructuring and rebuilding for the PCRC in that several members' terms expired. A goal of meeting at least once or twice annually in each of the City's voting districts was established, and beginning in September, the PCRD put that plan into action.

- **DISCUSSION ON MODIFYING THE CURRENT PROCESS BY WHICH INDIVIDUALS ARE SELECTED TO SERVE ON THE NEIGHBORHOOD ADVISORY BOARD TO INCLUDE APPOINTMENTS MADE DIRECTLY BY CITY COUNCIL**

Community Development Director Merrill Flood stated the city has 22 boards or commissions. All or part of the membership on each of these is appointed by the City Council, with the lone exception of the Neighborhood Advisory Board (NAB). Membership for that board is appointed by neighborhood liaisons selected by neighborhood associations.



The NAB was established by the City Council in May 2008, and the related ordinance called for ten voting members (two from each Council district), with liaisons from participating neighborhood associations. Liaisons were to be appointed by the individual neighborhood associations and would serve at the pleasure of those associations. At an annual meeting, these liaisons elect the NAB members, who serve staggered two-year terms.

Council Member Joyner stated he'd requested discussion of this topic because he was concerned about the lack of term limits and the potential to put too much power in the hand of a few. He said he appreciated the comments from citizens who'd come to express their support for the current appointment process, but he would like to see the board have two members appointed by each of the Council Members and the Mayor. He stated he was also concerned about staff being spread too thin and asked how many staff members are expected to attend NAB meetings.

Mr. Flood stated two attend regularly, but there are occasionally others depending upon topics scheduled for discussion.

Mr. Joyner asked how many other cities have boards similar to the NAB.

Mr. Flood stated in 2008 when research was being done prior to creation of the board, there were seven cities with similar boards at that time.

Council Member Blackburn stated she was concerned about any effort that would curb the voice of the people.

Council Member Mitchell stated he wasn't particularly interested in changing how the NAB is appointed, but he was interested in the purpose and makeup. He asked if there was a specific mandate for all City boards.

Interim City Manager Moton stated of the City's 22 boards, 4 are autonomous, 2 are quasi-judicial, 3 are administrative, and 2 are legislative. The remaining 11 boards are policy-making boards. Each of the City's boards was created as a result of specific City Council priorities at the time and can be changed or altered at any time based on City Council preference. He stated each board has its own purpose statement.

Mayor Pro-Tem Glover asked if all neighborhoods are represented on the NAB.

Mr. Flood stated all of the 61 known neighborhood associations have a voice in electing their representative to the NAB.

Mayor Thomas asked how neighborhoods without associations are addressed.



Mr. Flood stated the NAB and City staff offer resources to assist neighborhoods in forming associations.

Council Member Blackburn made a motion to make no change to the current process by which individuals are selected to serve on the Neighborhood Advisory Board and no change to the process for any other board without further study. Council Member Mercer seconded the motion.

Council Member Mitchell stated he appreciates the way in which the motion was made because it goes along with Council Member Joyner's idea of looking at the City's boards to determine where missions overlap and whether it may be appropriate to combine some of them. He stated he had already asked staff to consider this.

Council Member Blackburn withdrew her original motion, stating it was in no way intended to include the potential for combining boards and commissions. She then moved to make no change to the NAB and how its members are appointed, and to keep the City's other boards and commissions exactly as they are as well.

Council Member Mercer seconded the motion. He stated many of the current City Council were in office when the NAB was formed and they were involved in determining at that time how appointments would be made, yet now they want to question the effectiveness of the board and its appointment process.

Council Member Smith stated she was encouraged by comments suggesting that everyone in attendance at a NAB meeting feels they have the opportunity to be heard, but she wants to insure that citizens are aware they have that opportunity at all of the City's board and commission meetings. These meetings are open to the public and include a public comment period.

Mayor Thomas stated it was imperative for the health of any city to have strong neighborhood associations. They are essentially the fabric of how a city is pulled together and it is incumbent upon the City Council to insure these groups are an inclusive representation of everyone across the City.

Council Member Joyner stated in its early years, the NAB suffered from low participation and had difficulty getting a quorum to attend meetings. They have done a great job in turning that around and they have made a difference in the City, but he feels they would be even more effective with more involvement from City staff and if the Mayor and Council Members made the member appointments. He stated he brought this issue up not to tear down the NAB, but to strengthen it. He said he would like to see all City boards and commissions reviewed to determine if they are meeting the purpose for which they were established and to identify ways in which to strengthen them.



There being no further discussion, the motion to make no change to the NAB and how its members are appointed, and to keep the City's other boards and commissions exactly as they are passed by unanimous vote.

- **(CONTINUED TO OCTOBER 8, 2012) PRESENTATION ON THE PROPOSED CITY OF GREENVILLE LIGHTING STANDARDS**
- **BUDGET ORDINANCE AMENDMENT #1 TO THE 2012-2013 CITY OF GREENVILLE BUDGET (ORDINANCE #12-027) AND AMENDMENTS TO THE SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003), THE CD-SMALL BUSINESS LOAN FUND (ORDINANCE #98-75), THE CENTER CITY REVITALIZATION FUND (ORDINANCE #05-127), THE WAYFINDING CAPITAL PROJECT FUND (ORDINANCE #06-65), AND THE GREENWAYS CAPITAL PROJECT FUND (ORDINANCE #12-007.02); AND AN ORDINANCE ESTABLISHING THE DREAM PARK CAPITAL PROJECT FUND**
– (Ordinance No. 12-029, Ordinance No. 12-030)

Financial Services Director Bernita Demery explained the following purposes for amendment #1 to the City Budget:

- To allocate funds granted by Pitt County to produce a map to show suitable roads for bicycle transportation. (Total Net - \$35,000).
- To appropriate grant funds to hire a State-approved consultant to update the design guidelines document that is required for a locally designated historic district. The total cost of this project is \$20,000, of which \$8,000 is the local match. (Total - \$12,000).
- To appropriate Federal Forfeiture funds that will be used for eligible activities during the year. (Total - \$30,000).
- To carry over unused Wayfinding funds approved during the June City Council meeting. These funds will be transferred into the Wayfinding Capital Project Fund for use. Additionally, appropriations have been set up for investment earnings that have been received but not budgeted. (Total - \$55,442).
- To carry over unused Powell Bill funds used for street and Americans with Disabilities Act improvements (Total - \$22,000).
- To appropriate and transfer funds from the General Fund and Capital Reserve Fund to establish the capital project fund for the Dream Park. (Total - \$784,841).



- To appropriate and transfer funds approved for greenways from the General Fund to the Greenways Capital Fund Project (Total - \$68,790).
- To appropriate Controlled Substance funds to purchase body armor for the Emergency Response Team. (Total - \$45,632).
- To appropriate grant funds from the Department of Environment and Natural Resources to construct a composting demonstration site and establish an onsite training program to meet community needs. Total funds for this project will be \$13,100, of which 20% or \$2,620 represents the local match. (Total - \$10,480).
- To appropriate grant funds to be received from the Department of Public Safety to provide equipment, training, and exercise needs to protect against terrorism and other catastrophic events. (Total - \$30,000).
- To appropriate and transfer funds into the Housing Fund to subsidize the personnel costs of a Planner I. These funds have already been appropriated and approved within the Housing Fund for fiscal year 2012-2013. (Total - \$71,029).
- To appropriate grant funds to be received for an ElectriCities downtown project. This downtown project will enhance the 4th Street parking lot across from the Jefferson building. The total cost for this project is \$15,000, of which 50% is a local match. (Total - \$7,500).
- To appropriate the Bond Administration Cost funding received in order to adjust budget balances within the Center City Revitalization Fund. (Total - \$24,904).
- To carry over funds within the Vehicle Replacement Fund that were to be used for equipment on the EMS #4 unit. (Total - \$85,000).
- To appropriate contingency funds for emergency repairs to replace HVAC units at South Greenville and River Park North. (Total - \$21,500).

Ms. Demery stated there is also a need to establish the Dream Park Capital Project Fund. This project will provide substantial improvements to the existing park in accordance with the master plan that was adopted in February 2012. (Total - \$784,841).

Upon motion by Mayor Pro-Tem Glover and second by Council Member Smith, the City Council voted unanimously to approve Budget ordinance amendment #1 to the



2012-2013 City of Greenville budget (Ordinance #12-027) and amendments to the Special Revenue Grant Fund (Ordinance #11-003), the CD-Small Business Loan Fund (Ordinance #98-75), the Center City Revitalization Fund (Ordinance #05-127), the Wayfinding Capital Project Fund (Ordinance #06-65), and the Greenways Capital Project Fund (Ordinance #12-007.02) and to approve an ordinance establishing the Dream Park Capital Project Fund.

- **DISCUSSION OF PLANNED RECREATION FACILITY CLOSURE**

Recreation and Parks Director Gary Fenton stated that announcement of plans to close the recreation facility located at 1703 E. 14th Street, known as the Teen Center/Perkins Complex, has generated discussion in the community and among some members of the City Council. Closure of the facility was determined during the budget planning process as one of the numerous avenues identified by the Department to meet its target-based budget funding level for Fiscal Years 2013 and 2014 and still maintain a high quality recreation and parks comprehensive system.

Mr. Fenton stated the City Manager's Office was made aware of the Department's plans to close the facility, including plans to continue the limited programs at the newly renovated Drew Steele Center. The Drew Steele Center is 1.2 miles from the facility and Jaycee Park/East Branch Library is approximately 0.3 miles from the facility, which makes both alternative facilities accessible and in very close proximity to the facility. Community meeting rooms are available for use at Jaycee Park, the City of Greenville's East Branch Library and the Drew Steele Center.

Mr. Fenton stated the regrettable idea of closing the facility did not originate with the recent budget process. Closing the facility and using the property for other purposes was addressed in the Recreation and Parks Department's Capital Needs Assessment (CNA) report and Council District Reports which were sent to the City Council in the September 23, 2011 Notes to Council packet. The reports advise that the facility is outdated, does not function well, needs extensive maintenance/renovation and that the space it occupies could be used to expand other programs. Closure of the facility was not a hasty or uninformed management decision.

Mayor Thomas asked if the Teen Center has been included in the Capital Improvement Program (CIP) over the past few years in an effort to address the deficiencies.

Parks Superintendent Mark Gillespie stated the facility doesn't currently have a teen program in operation and renovations have not been included in the CIP because cost was estimated at \$190,000. Even if needed repairs are made, the facility will not be attractive for that purpose.



Mayor Pro-Tem Glover stated she feels South Greenville is the worst looking City facility. She said she has been to functions at the Teen Center and the facility is used a lot in spite of its condition.

Council Member Joyner stated he had seen an email which suggested the closure is a temporary measure.

Mr. Fenton stated that it could be. The goal at present is to patch the roof to prevent further deterioration and lock the facility to eliminate staff costs and minimize utility costs.

Council Member Joyner expressed concern that the potential closure of this facility, or the budgetary shortfall in Recreation and Parks if it remained open, was not discussed in some detail during the budget process.

Interim City Manager Moton stated the City has used a target-based budgeting system for many years. Allocations are made to each department based upon available funding, and departments determine how best to meet operating goals accordingly. The City has been fortunate in prior years that funding has continued to grow, with this being the first time there were fewer dollars on which to operate. Departments were tasked with identifying where expense reductions could be made.

- **ORDINANCE ESTABLISHING A DOWNTOWN LIMITED TIME ZONE PARKING PERMIT PROGRAM** – (Ordinance No. 12-031)

Economic Development Officer Carl Rees stated the City Council received a comprehensive staff report on public parking in the uptown commercial district on March 8, 2012. Among the recommendations accepted by the City Council at that meeting was creation of an “E” tag downtown employee parking permit program that would address concerns expressed by business and building owners regarding the difficulties that area employees and tenants were having with the City’s current public parking offerings. For an uptown resident or employee, the City’s limited inventory of leased parking spaces is generally not a good option, while free 1-hour and 2-hour time limited parking does little to help an uptown employee whose shift may last 4, 5, or 8 hours.

In the “Downtown Commercial” zoning classification, which covers virtually all of the uptown commercial district, commercial and residential buildings are required to provide little or no parking under the assumption that residents, patrons, and employees will rely upon public parking resources provided by the City, or on commercial parking facilities. There are currently only a few privately owned downtown parking lots and no commercial parking decks in the uptown district so parking patrons must rely almost exclusively on City of Greenville parking resources.



The recommended "E" zone or employee zone parking permit program would be similar to the "A", "B" and "C" tag system operated by East Carolina University, which allows parking tag holders to park in designated lots on a first come, first served basis. Individuals who can show proof of their employment or residence in the uptown district would be eligible to purchase a parking permit from the City of Greenville. Display of the "E" permit would allow the permit holder to park in designated on-street and off-street spaces for longer than the standard time permitted for that space. The "E" tag holder would be required to display the permit in order to park their vehicle and would be subject to enforcement procedures should their vehicle be parked in a City parking lot without properly displaying the permit.

Mr. Rees stated that staff feels that the "E" tag permit should be priced at \$150 per year and be sold on a "calendar year" basis with a six-month pro-ration. Thus, a permit could be purchased on January 1 of a particular year at full price and would be valid until December 31 of that year. A tag that was purchased after July 1 in any given year would be discounted by 50%. It is expected that there will be an initial subscription of approximately 220 spaces which, if fully sold, would generate new parking revenue of \$33,000 per year. A portion of revenues received will be reduced by the annual expenses associated with Public Works' maintenance of required signage and pavement markings.

The Redevelopment Commission, Parking and Transportation Commission, and Uptown Greenville's Board of Directors have all received presentations regarding this program, and all have endorsed the proposed program. Staff recommends that the City Council adopt the proposed ordinance which amends Chapter 2 of Title 10 of the Greenville City Code by establishing a downtown limited time parking permit program.

Council Member Blackburn stated she likes the concept, but asked if this would limit availability of parking for people shopping or dining in the downtown area.

Mr. Rees stated the total number of parking spaces will not be reduced and the plan is to locate leased spaces in the lots that are not being used to capacity.

Upon motion by Council Member Blackburn and second by Council Member Mitchell, the City Council voted unanimously to adopt the proposed ordinance which amends Chapter 2 of Title 10 of the Greenville City Code by establishing a downtown limited time parking permit program.



- **PRESENTATION OF UPTOWN PARKING DECK SITE ANALYSIS**

Economic Development Officer Carl Rees stated that review of opportunities for construction of a parking deck in Greenville's uptown commercial district was identified as a goal by the City Council for the current year. Based on this goal, City staff completed such a review and has identified six public or privately owned sites located within the uptown commercial district for consideration.

- 1) Corner of Pitt, 4th, and Greene Streets
- 2) Corner of Pitt, 5th, and Greene Streets
- 3) Corner of Pitt, Reade, and Dickinson Avenue
- 4) East of Reade, between 4th and 5th Streets
- 5) Corner of Cotanche and 4th Streets (Moseley Lots)
- 6) ECU lot on Cotanche and 4th Streets (NE corner lot)

Each site has been given a ranking from high to low based on four criteria including the ability of a site to serve existing business, to leverage new development, the traffic capacity of surrounding streets, and site development costs.

The methodology used to establish the ability of a particular site to serve existing business was a review of active business licenses within an easy walk of 1,000 feet as well as the planning industry standard of $\frac{1}{4}$ mile. It is expected that an average person could walk the 1,000 foot distance in approximately 2-3 minutes. This distance and travel time might be what a developer or business would consider convenient parking for their customers. The $\frac{1}{4}$ mile standard represents a five-minute walk which is commonly used in planning and development literature as the break point between a person deciding to walk or drive a vehicle to a particular destination. Either of these distances might be considered as reasonable walking distances for parking patrons who reside or work in the uptown commercial district.

Construction costs for a parking structure depend on several factors including site conditions and the City's willingness to use pre-cast construction methods versus poured-in-place. Cost per space for a pre-cast deck might run around \$11,500 while a poured-in-place deck might cost as much as \$20,000. It should also be noted that annual maintenance and operating costs for a parking deck are likely to fall in a range between \$300 and \$500 per space depending on services provided, such as attended parking.

Revenues for a parking deck could be generated through hourly parking, monthly leased parking and private parking. Hourly parking in the deck would likely be set to match the existing hourly rate of \$.75, while the lease rate would mirror the current lease rate of \$40 per month. While the City does not currently maintain private, 24-hour parking spaces, a reasonable rate for such a space might be set at



\$60 per month. Such a rate structure might generate revenue of approximately \$260,000 per year in a 256-space deck.

Funding for a parking deck could come from two primary sources. The first is the City's parking deck reserve fund, which is currently at \$1.7 million. The second funding source would be debt issuance, most likely in the form of Certificates of Participation. These debt instruments would be secured by the parking facility and would not require voter approval.

Mr. Rees stated staff recommends the City Council identify a primary site and an alternate site for more detailed study. Such a study would include geological and boundary surveys of the sites, preliminary design of a parking structure, preliminary construction estimates, and projections for annual operating costs, maintenance and revenues. Staff would hope to provide a final report to the City Council with recommended construction and financing options in December.

Council Member Mercer stated he supports the project in principle, but has some concerns. He asked if staff had considered that people in favor of a parking deck may not actually want to park in them. It may be necessary to install parking meters along the street to encourage people to use the parking deck. Also, parking decks are often labeled as unsafe and are considered havens for crime.

Mr. Rees stated the key point to remember is that a parking deck does not live in isolation. Parking meters could be installed on streets if deemed necessary. Mr. Rees acknowledged there are security issues which will have to be addressed, but things like lighting, cameras and attendants can serve as mitigating factors.

Council Member Mercer asked if anyone other than City staff and representatives from East Carolina University (ECU) had provided input on the project or potential locations. He asked if anyone on the City Council had offered input.

Mr. Rees stated other than City staff and ECU, only the General Manager for the Greenville Utilities Commission had offered input.

Council Member Joyner stated a prior City Council had allocated \$4 million to go toward a parking deck; however, subsequent City Councils have reappropriated funding to other needs to the extent that only \$1.7 million of the original funding remains. He moved to proceed with Sites 5 and 6 for detailed study. The motion was seconded by Council Member Mitchell.

Council Member Blackburn stated she was concerned about making a decision at this meeting which could change the landscape of the community in perpetuity. She recommended investigating potential partnerships in the project and taking another month or two to consider the wealth of information provided.



Mr. Rees stated, as a point of clarification, there will be some cost involved in the next round of study to provide detailed reports. While each site could be studied, doing so would increase costs.

Council Member Mercer asked if it would be possible to get estimates on the cost of studying all the sites compared to studying just one or two sites by the next City Council meeting.

Mr. Rees stated that may be too soon to get comparative quotes.

Council Member Joyner asked if it was feasible to assume the need could exist for more than one parking deck in the downtown area over the next ten years.

Mr. Rees stated it is a possibility. The ECU Master Plan calls for three parking decks. There is interest in constructing a hotel in the downtown area and structured parking may be needed for that. He said he is also aware of one plan in the private sector that may involve a parking deck.

Council Member Blackburn stated she is still concerned about making such an important decision now. Parking decks can be wonderful things when appropriately located, but the Council should be very careful not to take an action that will negatively impact the downtown area. She moved to table discussion to September to provide more opportunity for citizen input and more time for the City Council to study the information provided. Council Member Mercer seconded the motion.

Council Member Joyner stated the idea of a parking deck has been kicked around for roughly ten years. Sites 5 and 6 will serve those businesses that have already invested in the downtown area and he feels they should be rewarded.

Mr. Moton stated a catalyst project in the center of downtown could be a good investment. Certainly Sites 5 and 6 fall within that realm and seem to pose the least risk. Locating the deck in an area with high foot traffic will increase safety.

There being no further discussion, the motion to table discussion to September to provide more opportunity for citizen input and more time for the City Council to study the information provided failed by a vote of 2 to 4, with Council Members Blackburn and Mercer casting the only affirmative votes.

On the motion to proceed with Sites 5 and 6 for detailed study, the City Council voted 5 to 1 in favor, with Council Member Blackburn casting the only dissenting vote.



- **CONTRACT AWARD FOR PROFESSIONAL DESIGN SERVICES FOR THE SOUTH TAR RIVER GREENWAY PHASE 3 PROJECT - PITT STREET TO MOYE BOULEVARD**

Interim Public Works Director Scott Godefroy stated in late summer 2011, the City was awarded a discretionary grant from a United States Department of Transportation (US DOT) Transportation Community and System Preservation Program (TCSP) through a competitive application process. The City received \$907,609 of the requested \$1.2 million to provide funding for constructing Phase 3 of the South Tar River Greenway from Pitt Street to Moye Boulevard. Currently, the South Tar River Greenway connects Town Common/Greene Street on the west end to the Green Mill Run Greenway in Green Springs Park on the east end. Phase 3 will construct approximately 1.4 miles of 10 foot wide paved multiuse trail and will complete the connection from Pitt Street to Moye Boulevard. The TCSP grant requires a 20% local match of \$226,902, which has been submitted for inclusion in the Capital Improvement Program.

Additional funding was awarded to the City for this project by the Pitt County Health Department in the form of a \$50,000 grant from the "Communities Putting Prevention to Work" program, which will provide a portion of the funding for the route assessments and design. This grant is a 100% grant with no City match required.

Staff received eight proposals from interested firms in April 2012 and selected for those for interview. Kimley-Horn and Associates, Inc. of Raleigh, North Carolina is recommended as the most qualified firm by the review committee, which included representatives from the Public Works Department and Recreation and Parks Department. The scope of work on this project includes, but is not limited to, project planning, environmental assessments, permitting, public involvement, surveying and development of construction documents.

Council Member Joyner stated Kimley-Horn does great work, but they are an outside business. He expressed concern for supporting local contractors.

Council Member Blackburn stated she appreciates Council Member Joyner's concern for supporting local contractors, but moves to approve the staff recommendation to award the contract for design of the South Tar River Greenway Phase 3 project to Kimley-Horn and Associates, Inc. Council Member Mercer seconded the motion.

City Attorney Dave Holec stated with regard to the local preference issue, this is a project funded by a Federal grant. There is a limitation on the City's ability to use local preference in making a determination on which firm to award the contract. The City must use the best qualified contractor and then negotiate.



Council Member Joyner stated it is the City Council's job to approve who they want to approve. He said he feels the City Council should support Rivers and Associates and stated he wanted to make it clear that he gets no income from them nor does he have any professional association with them.

Council Member Mercer asked what is the implication of over-ruling the staff recommendation.

Mr. Holec stated the City could lose its eligibility to use Federal grant funding to pay for the contract.

There being no further discussion, the City Council voted 5 to 1 to approve the motion to award the contract for design of the South Tar River Greenway Phase 3 project to Kimley-Horn and Associates, Inc. Council Member Joyner cast the dissenting vote.

REVIEW OF AUGUST 9, 2012 CITY COUNCIL AGENDA

The City Council did a cursory review of the August 9, 2012 City Council agenda and reviewed nominations for appointments to Boards and Commissions.

Council Member Mercer asked if the City Council has the option to add a special public input session to the August 9th agenda for comment on the three-unrelated issue.

Interim City Manager Moton stated it is a tool that the City Council could use. He reminded them there is a public comment period associated with that meeting; however, if it is the desire of the City Council to hear as many comments as possible, it is unlikely the standard public comment period will be adequate.

Council Member Blackburn stated she is comfortable making a decision at Thursday's meeting, but given the immense public interest in this topic, she feels they should be given an opportunity to speak. She then moved to extend the public comment period for the August 9th City Council meeting to one hour, or to add an additional public comment period following the staff presentation on the three-unrelated issue. The motion died for lack of a second.

Council Member Smith moved to extend the public comment period for the August 9th City Council meeting to one hour. Council Member Blackburn seconded the motion, which resulted in a tie vote with Council Members Smith, Blackburn and Mercer voting in favor and Mayor Pro-Tem Glover and Council Members Joyner and Mitchell voting in opposition. Mayor Thomas voted no to break the tie and the motion failed.



Mr. Moton stated a request was received from the East Carolina Bank to continue their request to rezone 41.616 acres located along the southern right-of-way of Regency Boulevard between South Pointe Duplexes and the CSX Railroad to the October 8, 2012 City Council meeting.

Upon motion by Council Member Joyner and second by Council Member Blackburn, the City Council voted unanimously to continue the rezoning request from the East Carolina Bank to October 8, 2012.

Mr. Moton stated a request was received from the Greenville Community Life Center, Inc. to continue its request to amend the Zoning Ordinance related to the land use titled "shelter for homeless or abused" be continued to December 2012.

Upon motion by Council Member Joyner and second by Council Member Blackburn, the City Council voted unanimously to continue their Zoning Ordinance amendment request to December 2012.

As a reminder, Mr. Moton stated there is a valid protest petition on the item scheduled for Thursday's meeting related to the rezoning request for Brighton Park Apartments. If it is the City Council's desire to approve the request, a super-majority vote – or 5 of the 6 Council Members – will be required.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

Interim City Manager Moton stated beginning on August 8th, all materials provided in "Notes to Council" packets will be posted to the City's web page so citizens have access to reports and other data being provided to elected officials.

He further stated that, while it is slightly premature, he anticipates Thursday's meeting will be lengthy and he would like to take this opportunity to express his appreciation to the Mayor and Council Members for the confidence they have shown in him by allowing him to serve as Interim City Manager. He thanked the Department Heads and other City staff for their support, giving special acknowledgement to City Attorney Dave Holec, Interim



Assistant City Manager Chris Padgett, Executive Assistant Donna Raynor and Senior Administrative Assistant April Spruill. Mr. Moton said he is looking forward to working with incoming City Manager Barbara Lipscomb and he trusts that she will find, as he has, that the City of Greenville has exceptionally talented, competent and caring employees.

CLOSED SESSION

Council Member Joyner moved to enter closed session in accordance with G.S. §143-318.11(a)(1) 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 laws rendering the information as privileged or confidential being the Personnel Privacy Statute and the Open Meetings Law and 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; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous vote

Mayor Thomas declared the City Council in closed session at 10:14 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 Joyner and seconded by Council Member Blackburn to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 11:06 pm.

ADJOURNMENT

Council Member Mitchell then moved to adjourn the meeting, seconded by Council Member Blackburn. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Thomas adjourned the meeting at 11:07 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, SEPTEMBER 13, 2012

A regular meeting of the Greenville City Council was held on Thursday, September 13, 2012 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 7:00 pm. Council Member Mercer gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Rose H. Glover, Council Member Kandie Smith, Council Member Marion Blackburn, Council Member Calvin R. Mercer, Council Member Max R. Joyner, Jr. and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

City Manager Barbara Lipscomb, City Attorney David A. Holec, and City Clerk Carol L. Barwick

APPROVAL OF THE AGENDA

City Manager Barbara Lipscomb, stated that East Carolina has withdrawn their request to rezone property on Regency Boulevard and she recommended that it be removed from the agenda.

Council Member Joyner, Jr. made a motion to approve the agenda with the recommended change, Mayor Pro-Tem Glover seconded and it carried unanimously.

SPECIAL RECOGNITION

- David Rouse – Fire/Rescue Department Retiree

Manager Lipscomb along with Mayor Allen Thomas, and Fire Chief Bill Ale recognized Mr. David Rouse with the Greenville Fire/Rescue Department for his 22 years of service and congratulated him on his retirement.



- John A. Sasso National Community Development Week Award

Community Development Director Merrill Flood shared the John A. Sasso Award with the City Council. The Sasso Award is given by the National Community Development Association to cities in recognition of their Community Development Department's activities during Community Development Block Grant Week and the programs that they operate. Each year the Association gives this award to six cities and the City of Greenville was chosen as one of the recipients on June 22, 2012. Community Director Flood asked for the members of the Housing Division who were present to stand and he recognized each of them for their efforts in securing the award.

Mayor Thomas emphasized the prestige of being one of the six cities awarded and he thanked the Housing Division for all of their hard work.

- Local Youth All-Star Baseball and Softball Teams

Mayor Thomas honored the 9-10 North State All Star Baseball Team, 11-12 Tarheel Little League All Star Baseball Team, 13 All Star Team, and World Champions Pitt County All Star Softball Team for their outstanding seasons and achievements.

- Deaf Awareness Week

Mayor Thomas read a proclamation in honor of Deaf Awareness Week and presented it to Ms. Nicole Franklin, Sign Language Instructor at Pitt Community College.

APPOINTMENTS

Affordable Housing Loan Committee

Council Member Smith continued the appointment of a replacement for Gregory James, who had resigned, to the next meeting.

Board of Adjustment

Council Member Smith made a motion to appoint Kevin Faison to serve a first three-year term that will expire June 2015. Council Member Joyner seconded the motion which carried unanimously.

Human Relations Council

Mayor Pro-Tem Glover made a motion to reappointment Abdel Rahman, Marvin Arrington, Rodney Coles, Gung Ho Lee, and Heena Sha and continue the East Carolina University and



Pitt Community College seats. Council Member Joyner seconded the motion which carried unanimously.

Pitt Greenville Convention and Visitors Authority

Mayor Pro-Tem Glover made a motion to nominate Ms. Beatrice Henderson for the County Seat. Council Member Joyner seconded the motion which carried unanimously.

Police Community Relations Community Committee

Mayor Pro-Tem Glover appointed Carol Ann Naipaul to the board to fill an unexpired term that will expire October 2013.

Public Transportation and Parking Commission

Council Member Mercer continued this appointment.

Youth Council

Council Member Blackburn made a motion to nominate Casey Sokolovic to a first one year term that would expire September 30, 2013. Council Member Joyner seconded the motion and it carried unanimously.

Cable Television Ad-Hoc Committee

Council Member Smith appointed Dr. David Dennard.

Council Member Blackburn appointed John McConney.

Mayor Thomas appointed Jonathan Ellerby.

Council Member Mercer appointed Cherie Speller.

Mayor Pro-Tem Glover, Council Member Joyner, and Council Member Dennis Mitchell continued their appointments.

NEW BUSINESS

PUBLIC HEARINGS

Ordinance to Annex Langston West, Section 3 Involving 3.5221 Acres Located at the Terminus of Rounding Bend Road And Adjacent to Langston Farms, Phase 4 and Langston West, Sections 1 and 2 (Ordinance No. 12-038)

Community Director Flood presented a map of the area which is located in the Winterville Township in Voting District 2. The lot is currently vacant with no population and an estimated population of 12 people at full development. The current zoning is R9S (Resident-Single-Family) with the proposed use being nine (9) single-family dwellings. The current tax value is \$66,039 with an estimated future tax value of \$1,686,039. The



property is located within Vision Area E.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:43 p.m. and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing one, Mayor Thomas closed the Public Hearing at 7:44 p.m.

Council Member Joyner made a motion to adopt the ordinance to annex Langston West, Section 3 involving 3.522. acres located at the terminus of Rounding Bend Road and adjacent to Langston Farms, Phase 4 and Langston West, Sections 1 and 2. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Ordinance to Annex Parkside Bluffs Involving 3.78 Acres Located Along the Northern Right-of-Way of East 10th Street and 1,000+ Feet East of its Intersection with Portertown Road (Ordinance 12-039)

Community Director Flood presented a map of the proposed annexation area, which is located in the Township of Grimesland in voting district #3. The property is currently vacant with no population and no population is anticipated at full development. Current zoning is CG (General Commercial) with the proposed land use being 12,500 square feet of commercial building. Present tax value is \$181,912 with an estimated tax value of \$1,413,912 at full development. The area is located within Vision Area C.

Council Member Mercer asked if this was the tract of land near the east side park land that the City had been considering whether or not to develop it into a park.

Community Director Flood confirmed that it was.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:45 p.m. and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing one, Mayor Thomas closed the Public Hearing at 7:46 p.m.

Council Member Joyner made a motion adopt the ordinance to annex Parkside Bluffs involving 3.78 acres located along the northern right-of-way of east 10th Street and 1,000+ feet east of its intersection with Portertown Road. Council Member Mitchell seconded the motion.

Council Member Blackburn said that two years ago the Land Use Plan had this area marked for Office use or Residential use. She said that the area had been re-designated as Commercial last year over her and Council Member Mercer's objections. She said that the area was intended as a thoroughfare and residential use and not for heavy commercial.



Her objections to this annexation would include extending taxpayer-funded infrastructure to this far-flung area; however, she acknowledged that City Attorney Dave Holec had informed her that the infrastructure would still be extended to that area even without the annexation. She will not vote against the annexation, but she will continue to voice her concern about the commercialization of East 10th Street. She expressed her support for economic development, but said that she does not support development at the expense of degradation to residential areas.

Council Member Joyner said that he lives in the Lynndale Subdivision and at the time that Lynndale Townes was proposed, the neighborhood had been opposed to it. Now, however, he feels that it is the best thing for the area because the shops are easily accessible and the residents use them. He does not feel that “commercial” is a bad word because a tax base is necessary if a city wants to add things like parks and improved infrastructure. He said that the shops would provide the residents in that area a place to shop while relieving the Greenville Boulevard area and he thinks that this will be a benefit to the neighborhood rather than a detriment.

Council Member Mercer said that the development will move forward regardless of whether the City Council votes for the annexation, so voting for the annexation makes sense and he will vote for it. His list of reasons for opposing the project along the way includes:

- It will create traffic congestion
- It was opposed by every neighborhood associations in the area, as well as the Neighborhood Advisory Board
- It puts commercial on a corridor where there is already 70 empty acres of commercial property
- It was moved through the process by changing the Land Use Plan to accommodate this particular rezoning and that is not how the Land Use Plan should be used
- It contributes to urban sprawl

His intent is not to rehash old battles, but to learn from the history of it and move forward.

Council Member Joyner said if the original Wal-Mart site had been approved, it would not have extended this far.

Council Member Blackburn said she did not believe that the two decisions were related.

Council Member Mercer said that he did not want citizens 20-30 years from now to see this current City Council as the one who created the mess on Highway 33.



Council Member Mitchell clarified that the City Council is voting on the annexation and not the land use.

Mayor Thomas said that this project has passed through the Planning & Zoning Commission as well as the City Council. He said that commercial clusters are very important to the City and the Horizons Plan is meant to be adjusted as needed.

Mayor Pro-Tem Glover said that there have been missed opportunities throughout many City Councils to improve Greenville Boulevard because it is difficult to see sixty years into the future. She said that Greenville has grown and the City must move forward.

Mayor Thomas called the motion to adopt the ordinance to annex Parkside Bluffs involving 3.78 acres located along the northern right-of-way of east 10th Street and 1,000+ feet east of its intersection with Portertown Road to a vote and it carried unanimously.

Ordinance requested by St. Peter's Catholic School to amend Title 9, Chapter 4, Article A, Section 9-4-22 of the City Code by adding the definition of "Campus" (Ordinance No. 12-040)

Planner II Andy Thomas presented the item to the City Council stating that staff collaborated with the applicant's representative to develop the following definition of "Campus".

Campus – The grounds of a school, college, university, hospital, church or other institution that consists of several buildings developed and operated under a unified concept or a single tract of land or multiple tracts of land which are in close proximity.

He presented a map of the areas owned by St. Peters and said that it would be advantageous to the applicant to have the areas considered parts of one whole.

Council Member Blackburn asked if there had been a definition of "campus" before now.

Mr. Thomas answered that there had not been one.

Council Member Blackburn asked if a "campus" would be able to include a residential use.

Mr. Thomas answered that there are provisions within the zoning ordinance for night watchmen or grounds keepers as an accessory use to the facility.

Council Member Blackburn asked if the term "campus" might include a housing structure of some kind or someone's home.



Mr. Thomas answered that he felt it would be a customary accessory use.

Attorney Holec said that structures such as a dormitory with a university or a rectory with a church would be part of a campus.

Council Member Blackburn asked if there are different zoning classifications with the term "campus" or if it is something that the City Council is simply defining.

Mr. Thomas answered that it is something that the City Council is defining.

Mayor Thomas declared the public hearing for the proposed amendment open at 8:01 p.m. and invited speakers in favor of the request to come forward.

Mr. Jimmy Hite spoke on behalf of the applicant. He said that the specific reason that the applicant wants to expand is because the school is nearing the lot coverage requirement of 40% and there are temporary buildings for classrooms that they would like to replace with a permanent structure. If the school chooses to expand even further, then the land across the street would help them with lot coverage to be able to expand in one building rather than having to go across the street and have the students cross back and forth.

Mayor Thomas called for additional speakers in favor of the request to come forward. Hearing no one, he then invited comments in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 8:03 p.m.

Council Member Blackburn asked how lot coverage changes things.

Community Director Flood answered that the current standards under the zoning ordinance require that coverage of structures not exceed 40%. Because this property is all under one common ownership and you have street rights-of-way separating properties that are owned by St. Peters, the advantage of the ordinance amendment would negate consideration of those rights-of-way. Therefore the campus and all the property holdings would be viewed as a whole for a lot coverage purposes.

Council Member Blackburn asked for clarification on what the 40% represents.

Community Director Flood answered that it represents the buildings on the square footage of the lot.

Council Member Blackburn asked if this would allow the city to incorporate rights-of-way and those types of things.

Community Director Flood stated that it would.



Council Member Mitchell made a motion to adopt the ordinance to amend Title 9, Chapter 4, Article A, Section 9-4-22 of the City Code by adding the definition of “Campus”. It was seconded by Council Member Joyner and carried unanimously.

Community Development Block Grant and Home Investment Partnership Consolidated Annual Performance and Evaluation Report

Community Director Flood advised that this report had also been reviewed by the Affordable Housing and Loan Committee. Every September, the Community Development Block Grant (CDBG) Program is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER), which is a report card of a city’s federally-funded programs’, expenditures and activities. He presented the City Council with charts to illustrate the Resources at the Beginning of the Fiscal Year and the Summary of Completed Activities:

Project	HOME	CDBG
1. Administration	\$ 50,000	\$148,700
2. Owner-Occupied Rehab	\$100,000	\$230,621
3. Rental Rehabilitation	\$0	\$ 50,000
4. Tenant Based Assistance	\$30,000	\$0
5. Non profit Assistance	\$0	\$94,450
6. Community Housing Dev. Org.	\$100,340	\$0
7. Economic Development	\$0	\$220,000
8. Development of Multi-Family Housing	\$226,000	\$0
9. Estimated Program Income	\$30,000	\$30,000
TOTAL	\$536,340	\$773,771



**CITY OF GREENVILLE, NC
CITY COUNCIL MEETING**

**Summary of Completed Activities in the
2011-2012 CDBG/HOME/Lead Based
Paint**

Owner Occupied Rehabilitation	12 Units	\$717,803
Lead Based Hazard Paint Removal	21 Units	\$253,958
Substandard Properties Acquired	6 Units	\$257,704
Relocation of displaced tenants	4 Households	\$50,864
Public facility improvements	4 Facilities	\$61,640
Public Service Grants	9 Agencies	\$101,500
Down-payment Assistance	4 Households	\$21,400
Delivery Costs		\$151,247
TOTAL		\$1,616,116

Community Director Flood reminded the City Council that sometimes projects can carry forward and these charts represent all of the expenditures from the reporting period. In addition, there were several projects that were undertaken that are ongoing:



CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

Other Activities started during the reporting period:

- Began Construction of 6 New Homes in the Revitalization Area
- Allocated funds for construction of 84 new units of affordable rental housing
- Conversion of 2 units for lease purchase
- Acquired the first site for the development of a small business incubator

Council Member Mercer asked if there is any overlap between these funds and the federal stimulus funds that the City receives.

Community Director Flood said that the Lead-Based Hazard Control Grant was federal grant. It is the only one that the City had received and it has been closed out.

Council Member Mercer asked if he had a sense of how much federal grant money the City has received in the past year.

Community Director Flood said that the Community Development Department had received a little over \$1.3 million in lead-based grant money, but there may be other departments that have received federal funding. The Community Development Department uses the lead grant money to treat the lead in homes that are rehabilitated. Treating the homes is a requirement so using the lead grant money frees up more of the rehabilitation money for rehabilitation projects.

Mayor Thomas declared the public hearing open at 8:08 p.m. and invited speakers in favor of the item to come forward. Hearing no one, he invited speakers in opposition to come forward. Also hearing no one, he closed the public hearing at 8:09 p.m.

Council Member Mitchell made a motion to authorize the submission of the CAPER to the



U.S. Department of Housing and Urban Development. It was seconded by Mayor Pro-Tem Glover and carried unanimously.

Resolution for Execution and Delivery of the Installment Financing Agreement and Deed of Trust for the Refinancing of Bonds (Resolution No. 048-12)

Financial Services Director Bernita Demery said that this would be a tax-exempt installment financing between the City of Greenville and Bank of America Public Capital Corporation at a rate of 1.59%. Over the next 13 years, it will save the City \$1.7 million dollars in interest expense. The trust agreement is with PR Lapp, Incorporated. Staff recommends that the City Council approve the proposed installment financing agreement and the deed of trust.

Mayor Thomas said that this is a positive development.

Mayor Thomas declared the public hearing to be open at 8:10 p.m. and invited speakers in favor of the item to come forward. Hearing no one, he called for speakers in opposition to come forward. Also hearing no one, he closed the public hearing at 8:11 p.m.

Council Member Mitchell made a motion to adopt the resolution calling for execution and delivery of the Installment Financing Agreement and Deed of Trust for the refinancing of bonds. It was seconded by Council Member Smith and carried unanimously.

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 7:32 pm and explained procedures to be followed by anyone who wished to speak.

Mr. Keith Cooper, No address provided

Mr. Cooper expressed his appreciation for the City's support for the Stop the Violence Campaign, especially the Black-on-Black violence and homicides. He shared his belief about how the violence tends to be more pronounced when it comes to Blacks. He provided a statistic on how from 1976-2011, over 280,000 Blacks around the country have been murdered and 94% of those murders were committed by other Blacks. Locally, most of the homicides in Greenville involve Black offenders and Black victims, so he is appreciative of the support from City Council and especially from Council Member Mitchell, as he went on record voicing his support. He said that there are often meetings held to talk about the problems, but not the solutions. His organization has put together a door-to-door campaign to reach out to troubled families to recommend services with organizations that they have partnerships with such as the Real Crisis Center and Building Hope. They are reaching out to troubled youth and promoting programs such as anger management classes and parenting classes. He asked that the City consider extending recreational



center hours to get the kids off of the streets and put them in constructive programs. He invited the public to a Stop the Violence Unity March on October 6, at 12 p.m. at the West Greenville Gym.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

Council Member Mercer requested a report or estimate on the cost of staff time related to the three recent executive turnovers and Council Member Blackburn requested a report on Part 1 Crime Statistics for the past five years in the proposed overlay district and another on staff time devoted to the overlay district issue.

Following a discussion on historical precedents for Council Members making individual request for reports or other things which consume staff time, the City Council requested that the City Manager draft a proposal for handling and prioritizing requests in the future.

CITY MANAGER'S REPORT

Manager Lipscomb made no report.

ADJOURNMENT

Council Member Joyner moved to adjourn the meeting, seconded by Council Member Mitchell and carried unanimously. Mayor Thomas adjourned the meeting at 8:49 pm.

Respectfully submitted,

Valerie Paul
Administrative Assistant
City Clerk's Office



PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, OCTOBER 8, 2012

A regular meeting of the Greenville City Council was held on Monday, October 8, 2012 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 6:00 pm. Council Member Mitchell gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Rose H. Glover, Council Member Kandie Smith, Council Member Marion Blackburn, Council Member Calvin R. Mercer, Council Member Max R. Joyner, Jr. and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

City Manager Barbara Lipscomb stated the Historic Preservation Commission has requested their presentation be rescheduled for a later date.

Upon motion by Council Member Joyner and second by Council Member Mercer, the City Council voted unanimously to approve the agenda with the change noted by City Manager Lipscomb.

PUBLIC COMMENT

Mayor Thomas opened the public comment period at 6:03 pm and explained procedures to be followed by anyone who wished to speak.

Donald Williams – 800 River Hill Drive

Mr. Williams stated he is a member of the Recreation and Parks Commission but speaking for himself. He stated Council Member Smith had asked at their last meeting if there was an opportunity for midnight basketball. He stated he hopes so. When he was a young guy, parents didn't have to figure out things for their kids to



do, but those days are gone. The budget has been downgraded to an extent where the Recreation and Parks Director is cutting center hours. Recreation should be pronounced as “re-creation” because it is an opportunity for social bonding with wholesome people at a time when gangs are always recruiting. It is a time for mental health and for friendly competition. A tired kid is a good kid. He asked that when the City Council considers its decisions, they think about potential ramifications throughout the social system and look out for young people who are at the crossroads.

There being no one else present who wished to address the City Council, Mayor Thomas closed the public comment period at 6:05 pm.

CONSENT AGENDA

City Manager Lipscomb introduced items on the Consent Agenda, reading out the title of each as follows:

- **MINUTES FROM THE AUGUST 9, 2012 CITY COUNCIL MEETING**
- **GUARANTEED ENERGY SAVINGS PERFORMANCE CONTRACT AGREEMENT WITH SCHNEIDER ELECTRIC**
- **ELECTRIC CAPITAL PROJECTS BUDGET ORDINANCE AND REIMBURSEMENT RESOLUTION FOR GREENVILLE UTILITIES COMMISSION'S SOUTH POINT OF DELIVERY SUBSTATION** – (Ordinance No. 12-041, Resolution No. 049-12)

Upon motion by Council Member Joyner and second by Council Member Blackburn, the City Council voted unanimously to approve the consent agenda.

NEW BUSINESS

- **PRESENTATIONS BY BOARDS AND COMMISSIONS**
 - Historic Preservation Commission
Withdrawn



○ Recreation and Parks Commission (RPC)

Chairman Robert Jones thanked the City Council for giving him the opportunity to address the Recreation and Parks Commission's challenges and accomplishments for 2012. He said their mission is to promote recreation and develop parks for the citizens of Greenville. Most recently, staff has been tasked with preparation for hosting the annual state conference. They are expecting 350 participants, 100 exhibitors and 79 educational exhibits. Staff is also working toward attaining accreditation, and plans to formally apply in 2013, after which they will have two years to meet all requirements. Accreditation will assure Greenville's Recreation and Parks Department and its facilities are operating as efficiently, effectively and safely as possible. "Partners for Greenville Parks" has been incorporated and plans to apply for non-profit status in November. Bradford Creek has been moved into the City's General Fund, but still strives to recover costs while bringing golf to youngsters and families who might not otherwise be able to enjoy the game. The Drew Steele Center opened in August and has since received an anonymous \$15,000 contribution from an out-of-state donor. Groundbreaking on the Dream Park was held in June and park opening is anticipated in May 2013. Stallings Stadium was open in time for the Little League Championships. Structural Renovations are underway at Guy Smith Stadium.

Mr. Jones said challenges faced by the department include usage conflicts at pools and ball fields, vandalism and deterioration at older facilities, particularly roofing, plumbing, heating and air conditioning. The humidifier at the Greenville Aquatics and Fitness Center has also posed problems.

Mr. Jones expressed appreciation to the Recreation and Parks staff for their dedication and to the many volunteers who support recreation and parks programs. He acknowledged a number of media sponsorships and stated the Cal Ripkin Foundation has provided a grant for the Jackie Robinson League.

● **FINANCIAL AUDIT FOR THE FISCAL YEAR ENDED JUNE 30, 2012**

Financial Services Director Bernita Demery introduced Lou Cannon and Gary Ridgeway from McGladrey and Pullen, the City's audit firm.

Mr. Cannon there are four possible audit opinions: Adverse, Disclaim, Qualified or Unqualified. An Unqualified or "clean" opinion is the highest level of assurance an auditor can provide to an auditee and the City of Greenville received an unqualified opinion. Mr. Cannon stated if you wish to enter the debt market, you are required to have an unqualified opinion.



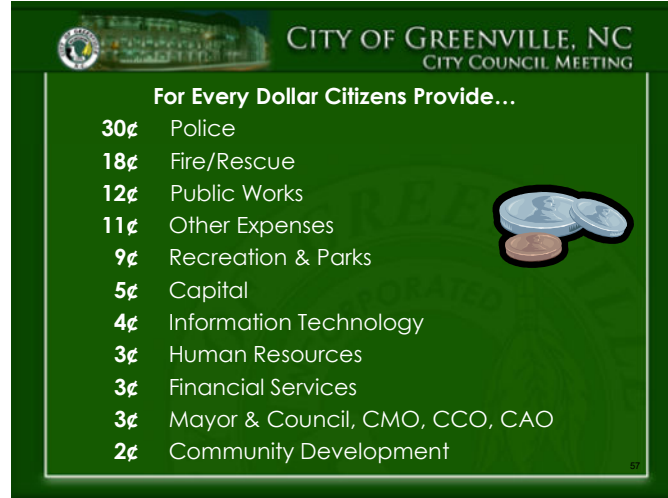
Mr. Cannon stated their firm audits both under regular audit standards and under the regular accepted standards for government, which cover internal controls over fiscal reporting and compliance with laws and regulations. No material weaknesses or significant deficiencies were noted. There were no budget violations and no need for a management letter, which would address issues worth noting, but that were not acute violations.

Mr. Cannon stated there is also a requirement that auditors test for compliance on certain size grants. They look at internal controls and compliance, as well as material weaknesses, significant deficiencies or other weaknesses in those major programs. Five programs were tested with no issues found. Those programs included the FEMA Public Assistance Grant, COPS Hiring and Technology Grant, Lead-Based Paint Hazard Control Grant, Byrne Justice Assistance Grant and the Non-State Street Allocation Program.

Mr. Ridgeway stated a new auditing standard was implemented last year related to fund balance standards. There are four layers of fund balance: restricted, committed, assigned and unassigned. Restricted represents the amount mandated by the state, and committed refers to an amount obligated by a governing board for a specific purpose. Assigned is essentially the same as committed, except that it can be reallocated to another purpose without specific governing board action. Unassigned or undesignated is the amount that can be applied to any desired purpose. Greenville has a policy of maintaining 14% of unassigned fund balance, but is currently in excess of 17% and is, therefore, in good shape financially.

Mr. Ridgeway stated they found no conditions which required specific communications, no disputes with management, no past adjustments, no internal control issues and no difficulties of any kind. Overall, Greenville had a very good audit.

Ms. Demery then gave a brief financial update, stating that sales taxes are recovering from the previous year's payback to the State of overpayments received in 2010. Adjusted sales tax has increased 10% and property tax has increased 3%, but grant revenue has decreased 4%. Expenses are up 2%, but no department has exceeded its budget. Fund balance is up \$2.8 million. She then offered the following slide as an illustration of how each dollar of taxpayer money is spent:



Following a general discussion of information presented, Council Member Joyner moved to accept the audit report presented by McGladrey and Pullen and receive the information of results of operations for FY 2012 presented by Ms. Demery. Council Member Blackburn accepted the motion, which passed by unanimous vote.

- **PERFORMANCE MANAGEMENT AND NC BENCHMARKING PROJECT UPDATE**

Financial Services Director Demery stated Fiscal year 2009 marked the first year that the City of Greenville participated in the North Carolina Benchmarking Program administered by the UNC School of Government.. This project collects and compares four types of performance measures:

- Workload
- Efficiency
- Effectiveness
- Cost data

The City's service delivery areas that are reviewed and compared to other cities in an effort to improve operations include:

- Residential refuse collection
- Household recycling, yard waste/leaf collection
- Police services
- Emergency communications
- Asphalt maintenance and repair
- Fire services
- Building inspections
- Fleet maintenance
- Human resources



Ms. Demery stated other cities participating in the program include Apex, Asheville, Burlington, Cary, Charlotte, Concord, Greensboro, Hickory, High Point, Salisbury, Wilmington, Wilson and Winston-Salem. The goal of the project is to develop/expand the use of performance measurements in local government, produce reliable performance and cost data for comparison, and facilitate the use of performance and cost data to improve efficiencies in services and processes.

Ms. Demery listed the following benefits to participating in a performance benchmarking program:

- Provides an external perspective while establishing performance expectations
- Quantifies local performance
- Helps to change organizational culture
- Leads to performance based budgeting, contract negotiation and strategic planning

She stated specific results for Greenville are posted on the City's website.

- **SPECIAL PAY ADJUSTMENTS FOR FY 2012-2013 AND ORDINANCE AMENDING THE ASSIGNMENT OF CLASSES TO PAY GRADES AND RANGES** – (Ordinance No. 12-042)

Human Resources Director Gerry Case stated the City Council approved a \$100,000 allocation for special pay adjustments during FY 2012-2013 to equitably address several compensation issues in the workforce. Staff's proposal for utilizing this funding is a three-part approach and implementation will require Council approval:

- limited pay adjustments to those incumbent employees at the lowest end of the pay scales to ease their compressed salaries in comparison with newly hired employees
- reclassifications and title changes for 13 of the positions recommended by departments during the budget preparation process
- authorization to change the status on 13 part-time position from temporary part-time to designated part-time and qualify for partial fringe benefits

Following a general discussion on recommended changes, Council Member Mercer moved to approve the proposal for special pay adjustments for FY 2012-2013 and approve the ordinance amendment to the "Assignment of Classes to Pay Grades and Ranges" to incorporate the classification changes. Council Member Blackburn seconded the motion, which passed by unanimous vote.



- **RESOLUTION AMENDING THE CITY OF GREENVILLE PERSONNEL POLICIES FOR PAY OF RECLASSIFIED EMPLOYEE/PAY FOR EMPLOYEE AFFECTED BY REORGANIZATION OR RESTRUCTURING** – (Resolution No. 050-12)

Human Resources Director Gerry Case stated the proposed amendment changes the pay provisions of the existing policy in Article III, Section 10.0 of the City of Greenville Personnel Policies. This issue was initially discussed at the September 10, 2012 City Council meeting, but was continued to tonight. The current policy does not provide the City Manager with authority to grant a pay increase to employees whose positions move to a higher pay grade classification. The proposed amendment allows for up to a 5% salary increase for those employees moving to a higher classification and resets the performance evaluation review date to one year from the date of the reclassification. If the employee's position is reclassified to the same or a lower pay grade, no salary change occurs.

Ms. Case stated this pay practice was recommended by the Waters Consulting Group in 2011, and the former Interim City Manager recommended the policy change during this year's budget process. This amendment is considered by the Human Resources Department and City Manager's Office as an equitable approach in dealing with reclassified positions. The amendment involves the revision of Section 10.0 in Article III of the Personnel Policies to authorize a salary increase for reclassifications when the stipulated conditions exist.

Upon motion by Council Member Mitchell and second by Council Member Blackburn, the City Council voted unanimously to adopt the resolution amending the City's Personnel Policies for Pay of Reclassified Employee/Pay for Employee Affected by Reorganization or Restructuring retroactive to June 30, 2012.

- **REPORT ON STANDARDS FOR INTERNET SWEEPSTAKES BUSINESSES**

Interim Assistant City Manager Chris Padgett stated that, at its June 11, 2012 meeting, the City Council voted to direct staff to develop a report on the City's standards for internet sweepstakes businesses. This request was initiated by Council Member Smith, who stated that she was interested in refining the standards to ensure appropriate separation from residential areas.

Mr. Padgett began by reviewing key points of the current standard:

- Internet sweepstakes businesses are currently categorized as "game centers".
- Game centers are permitted with a Special Use Permit in the following zoning districts:
 - CH (Heavy Commercial)
 - CG (General Commercial)
 - CDF (Downtown Commercial Fringe)
 - CD (Downtown Commercial)



- Parking Requirement: 1 space per 200 square feet of activity area

Mr. Padgett stated staff had surveyed nine other North Carolina communities and found that six have separation requirements from one or more of the following:

- Another Internet Sweepstakes Business
- Residential zoning or uses
- Gateway corridors
- Daycares
- Schools
- Playgrounds
- Churches
- Libraries

On September 10, 2012, staff presented its initial report on potential standards that defined an internet sweepstakes business and would allow them with a Special Use Permit in the CH and CG zoning district, subject to the following specific criteria:

- ¼ mile separation from existing or approved internet sweepstakes businesses
- 500 foot separation from any conforming use single family dwelling, single family residential zoning district, or school
- Require that the use be conducted within a building with no outside congregation of customers

The City Council then directed staff to revise the draft to include additional separation requirements, including multi-family developments, churches, playgrounds and others.

Mr. Padgett said staff has revised the originally proposed standards based on City Council feedback; however, playgrounds were omitted because staff felt the vast majority would be associated with a school, church or park. He also noted that one of the potential standards requested by a member of City Council was to prohibit minors from patronizing internet sweepstakes businesses. There are Court decisions on both the federal and the state level which have determined that video games and internet sweepstakes displays are a form of speech which have First Amendment constitutional protection. This means that a complete prohibition would not be legally permissible. With that said, there is the possibility of a time, place and manner restriction provided that there is a rational relationship to promoting the safety and general welfare of the community. The City's Youth Protection ordinance addresses this issue by establishing a curfew for minors (under the age of 16) so that they cannot be in a public place during curfew hours.

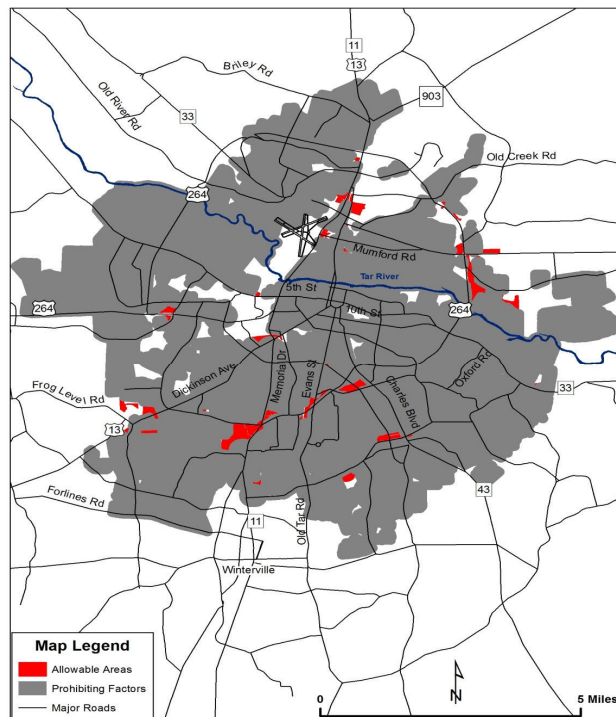
Revisions to the original proposal include the following:

- Not permitted within any certified redevelopment area (i.e. West Greenville, Center City and 45-Block redevelopment areas)



- 500-foot separation of a proposed internet sweepstakes business from an existing or approved church, park, or multi-family use

Mr. Padgett showed the following map, which depicts areas in which these types of businesses would be allowed under the most recent revision to proposed standards:



He stated this area represents less than 2% of the City.

Council Member Blackburn stated she favors use of the Youth Protection Ordinance which is already in place and would like to see privilege license requirements and other restrictions implemented. Based on the map shown, there are parts of District 3 in which these businesses could locate and Council Member Blackburn stated she does not feel the City has done enough to eliminate these types of predatory businesses.

Council Member Joyner stated he feels Mr. Padgett's proposal is exactly what the City Council is trying to do; however, he does have a question about the parking space requirement. He said he feels it is very restrictive, but some patrons of these establishments may walk or ride a moped. He asked if other businesses were subjected to a similar requirement.

Mr. Padgett stated there are other businesses which are required to have one parking space for a specific square footage of business space.



Council Member Mitchell made a motion, seconded by Council Member Joyner, to accept the report provided by staff and initiate a Zoning Ordinance text amendment based on the current proposal for defining and creating standards for internet sweepstakes businesses and to set the minimum number of terminals per site at 10.

Council Member Mercer asks if existing internet sweepstakes businesses legally have to be grandfathered in.

Mr. Padgett explained a process called amortization, in which the City would advise a business of the change in standards give it a certain amount of time to recover its investment. After that time, they must comply with the new requirements or cease operation in that capacity.

Council Member Blackburn said it was her understanding that whether a business has one machine or 100, it must still conform to standards. She stated she was not comfortable requiring 10 machines and asked if Council Member Mitchell would consider eliminating that requirement from his motion.

Council Member Mitchell stated he would accept the requested change to his motion, and Council Member Joyner indicated his second stands with the change.

Following a general discussion of the impact of the proposed standard on various areas of the City and clarification that Council Member Mitchell's motion would have the effect of referring the matter to the Planning and Zoning Commission for review prior to its return to City Council for a public hearing and final vote, the City Council voted unanimously to accept the report provided by staff and initiate a Zoning Ordinance text amendment based on the current proposal for defining and creating standards for internet sweepstakes businesses.

- **PRESENTATION ON TREE PRESERVATION RECOMMENDATIONS**

Buildings and Grounds Superintendent Kevin Hefferon stated that, in November 2010, the City Council directed staff to evaluate the City's current tree preservation policies with input from stakeholders and prepare a report with recommendations to return to them. As a result of this direction, staff formed a stakeholder discussion group – The Tree Preservation Discussion Group (TPDG) – with representatives from the Environmental Advisory Commission, Community Appearance Commission, the Sierra Club, ReLeaf of Greenville, the Home Builders Association, the engineering community and both residential and commercial developers. The TPDG held seven group meetings, a public forum and a public information session to gain input from local citizens.



The TPDG has developed a list of proposed recommendations which include:

- Increased Education
 - Hold educational seminars about trees
 - Develop educational brochures
 - Tree preservation media campaign
 - Annual inserts with Greenville Utilities bill
- Incentives
 - Change the tree credit conversions for existing vegetation requirements
 - Recommendations to Community Development related to vegetation, spacing, parking and buffer yard standards
 - Develop preservation incentives for residential development
 - Develop incentives or recognitions for Champion, Heritage or significant trees
- Regulation/Ordinance
 - Maintain current level of tree preservation regulation for development
 - Review and improve of existing tree preservation standards
 - Enforce existing maintenance requirements for trees in commercial development on a complaint basis
 - Recommend review of vegetation plans by staff
 - Revisit the exemption of Uptown from vegetation requirements
- Other
 - Reforestation of some flood buy-out properties and existing City-owned property
 - Create urban forest specification and standard manual
 - City purchase land for forest conservation
 - Develop program to obtain planting easements for trees

Mr. Hefferon asked that the City Council provide input and direction on the proposed recommendations for further development.

Council Member Smith recommended partnering with the Pitt-Greenville Airport for any reforestation efforts in that area of the community to avoid potential violation of flight patterns.

Council Member Joyner moved to table discussion on this item to the Planning Session due to the number of budgetary issues involved. Council Member Mitchell seconded the motion.

Council Member Blackburn recommended moving forward with those items that do not involve cost.



Council Member Mercer stated he feels this is a good example of stakeholder involvement and he feels this is generally how City Council should determine policy. He moved to amend the original motion to table items with a budgetary impact for discussion at the Planning session, and that all non-budgetary items be approved now.

City Attorney Holec stated the proper motion would be to amend the original motion to refer non-budgetary items to the Planning and Zoning Commission for review and recommendation to come back to the City Council. He stated this would have the further impact of insuring those items have no budgetary consideration.

Council Member Joyner stated with the planning session being only three months away, he does not feel his motion is impeding progress. He stated the does not accept Council Member Mercer's amendment.

Council Member Blackburn seconded Council Member Mercer's amendment, stating that with the goal of getting the economy moving again, if builders know these better incentives are available, it may spur them into action. She further stated she feels this will aid the City's economic development goals.

Council Member Joyner expressed concern about the potential for clearcutting, as happened in 2007, when developers became concerned about pending legislation.

On Council Member Mercer's motion to refer non-budgetary items to the Planning and Zoning Commission for review and recommendation to come back to the City Council, the City Council voted 3 to 3, with Council Members Smith, Blackburn and Mercer voting in favor and Mayor Pro-Tem Glover and Council Members Joyner and Mitchell voting in opposition. Mayor Thomas broke the tie by voting "no" and the motion failed.

Council Member Blackburn stated she understands opposition to anything which may potentially place additional burden on developers, but she sees these as voluntary incentives. She moved to amend the original motion to proceed now with incentives. Council Member Smith seconded the motion.

Council Member Joyner stated he was not against this, but he prefers to consider all items at one time rather than doing them piecemeal. He stated he does not feel staff can have necessary regulations and ordinances prepared for consideration prior to January anyway.

On the motion to proceed now with incentives, the City Council voted in favor 5 to 1, with Council Member Joyner casting the dissenting vote.



On the original motion to table discussion on this item to the Planning Session due to the number of budgetary issues involved – which is now amended to proceed now with incentives – the City Council voted unanimously to approve.

- **COUNCIL-STAFF COMMUNICATIONS GUIDELINES**

City Manager Lipscomb stated that, at the previous City Council meeting, she was instructed to look at policy language used by other communities relating to Council-Staff communications. She stated she has drafted guidelines for the City Council's consideration and briefly summarized the following key points:

- The City Council sets the direction and policy – City staff is responsible for administrative functions and City operations
- Channel communications through the appropriate City staff
- All Council Members shall have the same information with which to make decisions
- Depend on the staff to respond to citizen concerns and complaints as fully and as expeditiously as practical
- In order to provide the Council with timely information, Council should strive to submit questions on Council agenda items ahead of the meeting
- Respect the will of the City Council as a governing body
- Depend on the staff to make independent and objective recommendations
- The City Manager and staff are supporters and advocates for adopted Council policy
- City Council addresses personnel issues with Council-appointed positions and the City Manager addresses all others

Following a general discussion of key points presented by the City Manager, Council Member Mercer moved to approve recommended guidelines on Council-Staff discussion. Council Member Blackburn seconded the motion.

Mayor Pro-Tem Glover moved to amend the motion to add direction that the City Manager review the existing grievance process to determine why many employees seem dissatisfied with the process.

City Attorney Holec recommended Mayor Pro-Tem Glover make her motion to be considered separately from the original motion.

On the original motion to approve recommended guidelines on Council-Staff discussion, the City Council voted unanimously to approve.

Mayor Pro-Tem Glover then moved to direct the City Manager to review personnel policies related to grievances to insure they are optimal. Council Member Joyner seconded the motion, which passed by unanimous vote.



Council Member Mitchell asked to have a copy of the current grievance policy included in the next Notes to Council packet.

City Manager Lipscomb stated a review of personnel policies is already on her list of things to do; however, she cautioned this was unlikely to occur until a new personnel director is hired to replace Ms. Case, who is retiring at the end of the month.

- **SUN GLARE ISSUE IN CITY HALL ATRIUM**

Assistant City Manager Thom Moton stated a problem with bright sun glare at City Hall was brought to the attention of then-Interim Assistant City Manager Chris Padgett in May. The Fifth Street entrance faces south and leads to the atrium, which is three stories high and constructed primarily of glass. This area serves as the primary entrance to City Hall and is heavily traveled by residents, visitors and employees. It also includes a reception desk which is staffed during normal business hours.

Personal observation suggests that, during times of peak sun glare, certain portions of the atrium can be uncomfortable for those standing or walking through the area. The impact upon the receptionist's desk makes for a non-optimal work environment.

Public Works Operations Manager Ken Jackson was asked to investigate alternatives to address the problem in a manner that would not detract from the aesthetic integrity of the facility. Several options were considered and the best approach appears to be installation of six fabric blinds, motor operated, on the inside of the windows which would allow them to be remotely raised and lowered as deemed necessary. Informal quotes indicate the project can be completed for under \$15,000.

Mr. Moton recommended moving forward with the project utilizing funding currently budgeted for City Hall improvements. The upper three blinds could be installed immediately, with the lower three scheduled for installation following conclusion of the City's Branding Initiative. As these are fabric blinds, they could have a logo or message printed on them to display elements of the new brand, such as a logo or tagline.

Council Member Mitchell questioned whether this was an issue that required action by the City Council.

Mr. Moton stated during the budget process, the City Council was drilling down to \$10,000 and \$15,000 issues. He said staff did not want to give the impression of being inconsistent.



Council Member Blackburn asked if staff had complained about the sun glare.

Council Member Joyner stated some staff members had complained to him about the problem.

Mr. Moton stated he was aware of staff complaints, but he was personally aware of the problem as he had worked at the reception counter himself on several occasions.

Council Member Mercer moved to dispense with this item and make no expenditure; however, he said his motion does not preclude staff coming up with anything they feel needs to be done. He stated he is just not personally convinced this needs to be done based on the information he has. Council Member Blackburn seconded the motion.

Council Member Mitchell stated that normally, something under \$30,000 would not come before the City Council for a decision and he does not feel the City Council should be addressing this issue.

Council Member Mercer stated if he understands Council Member Mitchell's comments correctly, he is in complete agreement. If staff decides to pursue a solution, they can go through the normal process.

Council Member Joyner stated if Council Member Mercer is voting against the proposed solution, he would ask that he sit and work at the reception desk for a day before voting. If the City is going to require someone to work at that location, it should be a comfortable work area.

Mayor Thomas stated this issue was not a matter for City Council action, but was merely on the agenda to discuss possible solutions.

Council Member Smith stated she was not willing to ignore the issue if it is creating an unpleasant working environment for staff.

Council Member Mercer clarified that the intent of his motion was merely to put this matter into the hands of the City Manager to resolve.

Council Member Smith expressed confusion because that is where the issue was, but it was somehow taken out of her hands and placed on a City Council agenda.

Council Member Mitchell stated he comes into City Hall often during daytime hours and he has personally observed that sun glare is a problem in that area which needs to be addressed.



Mayor Pro-Tem Glover stated if an employee is required to sit in that area all the time and is physically uncomfortable while doing so, it is the City Council's responsibility to insure something is done about it.

The original motion, which Council Member Mercer restated as being to dispense with this item and put it back in the hands of staff to make a decision on what to do, failed with a vote of 2 to 4, with Council Members Blackburn and Mercer casting the only affirmative votes.

REVIEW OF OCTOBER 11, 2012 CITY COUNCIL AGENDA

The City Council did a cursory review of the October 11, 2012 City Council agenda and reviewed nominations for appointments to Boards and Commissions.

Council Member Blackburn asked if someone could explain the difference between Items 4 and 5 on Thursday's agenda.

Community Development Director Merrill Flood stated Item 4 is a text amendment which establishes the standards previously proposed by the City Council. Item 5 applies that standard to a specific area of the City.

Mr. Flood indicated with regard to these items, protest petitions were accepted up through 5:00 pm on October 8, 2012. Staff will evaluate and inform the City Council of their validity at Thursday's meeting.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

City Manager Lipscomb announced that Assistant City Manager Thom Moton's resignation is effective October 23, 2012. Chief Planner Chris Padgett will once again serve as Interim Assistant City Manager until a replacement for Mr. Moton is hired.



ADJOURNMENT

Council Member Joyner then moved to adjourn the meeting, seconded by Council Member Blackburn. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Thomas adjourned the meeting at 10:25 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, OCTOBER 11, 2012



The Greenville City Council met in a regular meeting on the above date at 7:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Allen M. Thomas presiding. The meeting was called to order, followed by the invocation by Council Member Dennis J. Mitchell and the pledge of allegiance to the flag.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Rose H. Glover; Council Member Kandie D. Smith; Council Member Marion Blackburn; Council Member Calvin R. Mercer; Council Member Max R. Joyner, Jr.; and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

Motion was made by Council Member Joyner and seconded by Council Member Mercer to approve the agenda as presented. Motion carried unanimously.

SPECIAL RECOGNITIONS

Mr. Kenneth E. Warren of the Recreation and Parks Department was presented a retirement plaque for 9 years and 6 months of service.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Council Member Smith continued the replacement of Gregory James, who resigned.

Greenville Bicycle & Pedestrian Commission

Motion was made by Council Member Mercer and seconded by Council Member Joyner to appoint Kathryn Kavanaugh for an unexpired term expiring January 2015 replacing Cori Hines, who resigned. Motion carried unanimously.

Human Relations Council

Mayor Pro-Tem Glover continued the replacement of Abdel Abdel-Rahman who is ineligible to be reappointed as a regular member. Mayor Pro-Tem Glover also continued the appointments for the two student representative slots.

Investment Advisory Committee

Mayor Thomas announced Scott Below as his appointment to the Investment Advisory Committee.

Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Glover to appoint Scott Below for a first three-year term expiring October 2015, replacing Frederick Niswander who is ineligible for reappointment.

Pitt-Greenville Convention & Visitors Authority

Mayor Pro-Tem Glover continued the replacement of Joseph Fridgen who is ineligible for reappointment.

Police Community Relations Committee

Council Member Mitchell continued the replacement of Richard Crisp who did not wish to be reappointed.

Council Member Blackburn announced that Belinda Perkinson is appointed to serve a first two-year term expiring October 2014, replacing Patricia Pertalion who is ineligible for reappointment.

Mayor Thomas continued the replacement of Dennis Winstead who is ineligible for reappointment.

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to adopt the ordinance annexing Emerald Park, Phase I, Section 3, and Phase 2, Section 1, involving 10.05 acres located at the terminus of Rhinestone Drive and Emerald Park Drive adjacent to Emerald Park Subdivision, Phase 1, Section 1, and West of Thomas Langston Road. Motion carried unanimously. (Ordinance No. 12-043)

ORDINANCE REQUESTED BY U.S. CELLULAR TO AMEND THE ZONING ORDINANCE REGARDING STANDARDS APPLICABLE TO COMMUNICATIONS TOWERS – ADOPTED

Chief Planner Chris Padgett stated the following during his presentation:

Due to changes in technology and high demand for cellular service near the vicinity of Vidant Medical Center, the applicant, U. S. Cellular, needs to construct two towers in this area. U. S. Cellular has submitted a Zoning Ordinance text amendment application requesting to amend the City's zoning standards applicable to communications towers. The City's Zoning Ordinance indicates that communications towers are permitted in various medical zoning districts subject to specified standards.

The City's current standards applicable to communications towers are grouped as "Television and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communications towers". Communications towers are permitted with a special use permit in the MRS (Medical-Residential-Single-family) district and by right in CD (Downtown Commercial), CH (Heavy Commercial), IU (Inoffensive Industry) and I (Industrial) districts. Also, towers not exceeding 120 feet in height are permitted by right in the OR (Office-Residential) district. The height of communications towers is limited by three factors:

1. The applicable height limitation of the Airport Overlay District
2. A limitation of 120 feet in the OR district and 200 feet in the CG (General Commercial) district
3. A limitation based on setback

The setbacks applicable to communications towers are determined in two ways. Most setbacks are determined using a formula primarily based upon the tower height. Examples of the application of the formula include:

80-Foot Tower Height – 20 Feet Setback
100-Foot Tower Height – 23 Feet Setback
150-Foot Tower Height – 32 Feet Setback
200-Foot Tower Height – 40 Feet Setback
250-Foot Tower Height – 48 Feet Setback

Also, the OR district is the only district with an increased setback requirement adjacent to residential zoned lots. This setback is equal to two times the tower height, or 200 ft., whichever is greater.

There are additional standards that are applicable in specific zoning districts, i.e. towers located in the CG and OR districts must be a monopole structure type and cannot be a lattice tower. Towers in the OR district must be located on a tract of at least two acres in size. Also, there is a separation standard in the OR district that towers must be located at least 500 feet from any existing communications towers.

There are 53 existing and approved communications towers throughout the City's planning and zoning jurisdiction except for a void around the airport which is expected.

U. S. Cellular has submitted this zoning text amendment application requesting that communications towers up to 80 feet height be permitted within the MCH (Medical-Heavy Commercial), MCG (Medical-General Commercial), MS (Medical Support), MI (Medical-Institutional) and/or MO (Medical-Office) zoning districts. The standards that would be applicable to towers located within these districts are they must be a monopole structure and a lattice tower could not be built, on a one-acre lot or greater, and must be setback from any residential lot or tract a distance equal to 75 percent of the tower height.

In staff's opinion, the requested amendment will allow for the continued growth of the City's medical district by accommodating the technological infrastructure needed to support such growth. The proposed standards provide strict limitations on tower height (80-feet), require a preferred tower design (monopole) and provide additional setback from residential lots or tracts. At their September 18, 2012 meeting, the Planning and Zoning Commission voted unanimously to recommend approval of the requested amendment.

Council Member Joyner asked if the communications tower can be positioned anywhere on that one-acre lot or if the tower is required to be installed in the middle of that lot and if the 75 percent setback is the only setback required.

Chief Planner Padgett responded that the tower can be installed anywhere on the one-acre lot as long as it meets the setback requirements. The increased setback that was proposed, i.e. if an applicant has a 80-foot tower the setback would be 60 feet from any residential zoned lot. That would require that the tower be moved further away from the exterior part of the property.

Council Member Blackburn asked if there have been any concerns from residents about increasing the density of cellular towers.

Chief Planner Padgett responded it would be allowing cellular towers in the area that the City had not previously permitted them. Greenville has been fortunate. Across the country, 4G technology has come along and 12-15 years ago, the movement was every cell company coming to Greenville requesting a 200-foot lattice tower to get as much coverage as they could. Currently, because of technology, the movement is that the companies need more antennas at a lower height. Across the country, a lot of communities have been really addressing this issue in their zoning ordinances. Eventually, the City will see more pressure and hear that people are asking about regulations, which is a big policy decision.

Council Member Blackburn asked if the cellular towers have any potential effects on the birds' flight pattern.

Chief Planner Padgett responded that these facilities have to be permitted through the Federal Aviation Administration (FAA). A lot of other entities have their standards reviewed through the FAA and he would hope that any effect that towers would have on the wildlife would be addressed through that federal agency.

Mayor Thomas declared the public hearing open and solicited comments from the audience.

Michael Darwin (U. S. Cellular Representative)

Mr. Darwin made comments about U. S. Cellular's unsuccessful experiences with Vidant Health Center and Pitt County Memorial Hospital. Mr. Darwin stated after receiving denial of their requests from these institutions, U.S. Cellular was left with few options, but he feels that this will meet the needs of their company and customers.

There being no further comments, the public hearing was closed.

Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Glover to adopt the ordinance amending the Zoning Ordinance regarding standards applicable to communications towers. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest. Motion carried unanimously. (Ordinance No. 12-044)

NEW BUSINESS

ORDINANCE INITIATED BY THE GREENVILLE CITY COUNCIL TO AMEND THE ZONING ORDINANCE BY ESTABLISHING THE UNIVERSITY NEIGHBORHOOD REVITALIZATION INITIATIVE (UNRI) OVERLAY DISTRICT – ADOPTED

Chief Planner Chris Padgett stated there are two items on the agenda related to the University Neighborhood Revitalization Initiative (UNRI) Overlay District. The first is a Zoning Ordinance text amendment that establishes the Overlay District. The second is a map amendment that will apply the Overlay District to specific properties. Staff will do one presentation covering both of those requests. Following staff's presentation, the expectation would be for the City Council to consider each item separately, which includes holding separate public hearings.

Zoning Ordinance Text Amendment

Background

Chief Planner Padgett stated that on March 8, 2012, the City Council adopted the City of Greenville 2012-2013 Strategic Goals which included an action item directing staff to prepare a report on the no more than three unrelated residential occupancy standard and to present the City Council with code amendment alternatives for more than three unrelated persons occupancy in residential structures. The current standard was first developed in 1981 as part of the definition of family. There are a number of combinations of groups of people that can reside within a dwelling unit as a family, but the limit on unrelated persons is not more than three. As staff planned to develop the report, it was recognized that there was a great deal of interest in the community regarding this topic. Three public input meetings were conducted in June 2012. Public comments were collected via surveys which were available at those meetings and online. Two hundred seventy-five survey responses were received and the majority of the responses (79 percent) opposed any change to the current standard. Staff also surveyed 15 other university communities to determine their unrelated occupancy standards and whether there is a best-practice for unrelated occupancy. Of the 12 North Carolina cities that were surveyed for single-family dwellings, three cities allow unrelated occupancy of three or less as Greenville does and nine cities allow unrelated occupancy of four or more. Staff's conclusion was that there is not a universally accepted best-practice in this area but rather it is a community standard that each community must determine based on their own character and values. Upon receiving staff's report and accepting additional public comments, the City Council voted to initiate the University Neighborhood Revitalization Initiative Overlay District at their August 9, 2012, meeting.

Overview of the University Neighborhood Revitalization Initiative (UNRI)

Chief Planner Padgett stated the Initiative includes changes in the zoning ordinance text, a zoning map amendment and other actions that are not affiliated with zoning. The text amendment creates the (UNRI) Overlay District. The purpose of the UNRI Overlay District is to allow appropriate and limited increased occupancy by unrelated persons, with appropriate standards and safeguards that provide for compatibility with other university neighborhood properties, in order to encourage investment in the university neighborhood and to facilitate the preservation, restoration, and revitalization of the university neighborhood. Within the Overlay District, up to four unrelated individuals are permitted to reside together within a single-family dwelling, a two-family attached dwelling (duplex), or a multi-family development, subject to the following standards:

- The dwelling unit shall have four or more bedrooms;
- The dwelling unit shall contain at least 1,500 square feet of heated floor area; and
- At least three off-street parking spaces shall be provided on-site for the dwelling unit.

Chief Planner Padgett stated that a Zoning Compliance Letter shall be obtained from the City to ensure that the dwelling unit meets all applicable standards for increased occupancy. A crime free rental addendum shall be included in all rental agreements for properties within the Overlay District which have obtained a Zoning Compliance Letter for each lease term during which four unrelated individuals are residing in the dwelling unit.

Zoning Map Amendment

Chief Planner Padgett stated that the direction provided by the City Council is to have an overlay district bordered within the confines of Fifth Street, Reade Street extended to the Tar River, Elm Street extended to the Tar River, and the Tar River. Chief Planner Padgett delineated these locations on a map. He stated that following best practices to avoid having split zoned parcels, staff made modifications and followed property lines in two areas recognizing that the properties being omitted are city-owned parcels and really add no value to the intent of the Overlay District. Further, State law prohibits state owned properties from being included in any conditional use district, special use district, or overlay district. Because of this, there were multiple state-owned properties that have been omitted. On the eastern side of Reade Street, there are several large parking lots owned by East Carolina University. Those were removed from the potential area as well as a number of properties located along Fifth Street and three properties located along Fourth Street. These modifications were made before there was ever any public notice provided so any letters that went out to adjacent or nearby property owners regarding either the Planning and Zoning Commission or City Council depicted the correct and accurate boundary.

Chief Planner Padgett stated that the City did receive a number of protest petitions related to the map amendment. Those protest petitions were provided by property owners within the two qualified areas based on State law. Staff has determined that neither of the criteria were met, there are no valid protest petitions and a simple majority vote of the City Council is needed on the map amendment.

Chief Planner Padgett stated the Initiative does include other actions not associated with the proposed zoning text or map amendments. Those include the following:

- Establish a temporary citizen working group to assist in the implementation of items described below and further define and execute additional revitalization efforts.
- Pursue funding sources to establish favorable terms and low interest loans and grants for the revitalization of properties in the overlay district.
- Pursue a parking permit plan for the Overlay District with funds generated dedicated to increase code enforcement, trash collection, lighting, security and marketing for the Overlay District.
- Launch an active community watch program within the Overlay District.
- Attach unpaid code violation fees to property tax bills.

These items will be not be considered by the City Council as part of the current applications because they are non-zoning related items. They are being mentioned only because they were part of the initial motion adopted by the City Council.

Chief Planner Padgett displayed a series of maps related to the character of the area that is included in the proposed Overlay District. Chief Planner Padgett stated the following regarding each map.

Current Zoning Map

Back in 2005, there was a large scale rezoning in this area that resulted in 80 percent of the area being zoned R-6S and R-9S which are single-family zoning districts. There is a small neighborhood commercial node along Jarvis Street and multi-family zoning along the western boundary and in the northeast corner of the area. The base zoning districts shown on this map will remain in place. The proposal is to establish and apply an overlay district which would effectively be laid on top of the base zoning. The standards of the base zoning will continue to apply and the Overlay District would offer additional requirements for those properties.

Future Land Use Plan Map

This map generally calls for Medium-Density Residential from Fifth Street to First Street excluding the same commercial node along Jarvis Street that was identified on the Zoning

Map. High Density-Residential is on the western boundary and north of First Street, there is Low Density-Residential transitioning to Conservation/Open Space near the Tar River which is consistent with the entirety of the Tar River on the Future Land Use Plan.

Comprehensive Transportation Plan Map

This map depicts the Comprehensive Transportation Plan's street classification for the area. Fifth, First and Elm Streets are classified as minor thoroughfares. Overall, the neighborhood has an interconnected grid street system that provides high level multi-directional access.

On-Street Parking Map

Parking was a topic that was heard a lot throughout the public input portion of this process. This map depicts the current on-street parking regulations applicable within the Overlay District. The areas designated as controlled parking are part of the controlled residential parking program which was established to provide more on-street parking opportunities for residents in the area near East Carolina University. A non-zoning component of this initiative is to establish a permitting system for parking in this area.

College View Historic District

Almost the entire College View Historic District with the exception of some properties on Fifth Street is included within the Overlay District boundary. It is important to understand that the creation and application of the proposed overlay district would not amend or repeal any portion of the existing Historic District. The same standards that are applicable today in the College View Historic District will continue to be applicable if this overlay district is approved. The same process of going through the Historic Preservation Commission, and the design guidelines all continue to be applicable. It would be another tier of standards applicable on these properties.

Current Land Use Map

Approximately 61 percent of land area is single-family residential use, 17 percent is used for duplex dwellings, and 10 percent for multi-family use. No other land use type represented more than 5 percent of the area.

Owner vs. Renter Occupancy Map

This is not an easy map to create because of the use of tax records and some analysis is needed to get to this point. There is certainly a lot of sentiment that this area has a high rentership percentage. Upon doing this analysis, staff found that the neighborhood does have a low owner occupancy rate. The owner occupancy rate is estimated at 12.5 percent and that is compared to the city-wide rate of 38 percent. Most of the land area within the Overlay District is for single-family use. There are actually more non-single family dwelling

units than there are single-family dwelling units within the area. That would help to explain in part the reason the owner occupancy rate is so low.

Age of Housing Stock (original build date) Map

This is a traditional neighborhood and over 60 percent of the housing stock is more than 50 years old. Over 85 percent is more than 30 years old. There are a number of properties within the Overlay District in which people have gone in and made significant investments bringing all of the systems up to current day code. There are some other properties that need additional investments.

Code Enforcement Activity (7/1/11 – 6/30/12) Map

The map depicts code enforcement activity for a one-year period. The map depicts 468 potential violations that were investigated by code enforcement with 179 of those being lots with tall grass, 152 for trash and debris and 158 for parking and unimproved surfaces. This map really shows the nuisance related code enforcement violations, but it does not show where on-street parking infractions occurred. It could show several hundreds of those as well.

Qualification Analysis for Existing Housing

One question that has been asked repeatedly of staff recently is how many dwelling units within the proposed overlay district would qualify for this increased occupancy based on the proposed standards. Using the tax records, staff was able to identify that 288 of the 1,261 dwellings (22.8 percent) currently located within the proposed Overlay District contain at least 1,500 square feet of heated floor area. Staff is unable to determine the number of residences that meet the four bedroom or increased parking requirements. That would have to be done on a case-by-case basis making the determination with an inspection.

Chief Planner Padgett concluded that whenever the City receives a zoning text or map amendment request, staff provides their opinion regarding whether the request is in compliance with the Horizons: Greenville's Comprehensive Plan and other officially adopted plans. In this case, staff reviewed the Horizons: Greenville's Comprehensive Plan and the Tar River/University Area Neighborhood Report and Plan. While it is recognized that the goals, policy statements and objectives provided in staff's report may be interpreted in different ways, it is staff's opinion that the proposed text and map amendments are in general compliance with the plans reviewed. At their September 18, 2012 meeting, the Planning and Zoning Commission recommended denial of both the proposed text and map amendments.

Council Member Blackburn asked about whether staff's determination that the request is in general compliance might have been following what staff perceived might be the City Council's will.

Chief Planner Padgett responded that to be incorrect. In making that determination, staff looked at the objectives, referred to the Comprehensive Plan, and identified objectives that could fall on one side or the other of the argument. Staff tried to weigh each one of the objectives without giving too much weight to any particular objective. That was staff's process and after weighing the plan as a whole, staff feels that the amendment is in general compliance.

Council Member Blackburn asked in that sense, the City does not need to change the Horizons: Greenville's Comprehensive Plan in order to adopt this zoning. Chief Planner Padgett stated that to be correct.

Council Member Blackburn asked if the City is requiring off-street parking and yet the City also has these Historic District guidelines, how will the City serve those two divergent goals.

Chief Planner Padgett responded that if the property is located in the locally designated Historic District and the applicant would like to make parking improvements to his/her property, the applicant would follow the current process. That is going through staff and the Historic Preservation Commission to make the improvement and to ensure that whatever is being done is within the confines and context of the Historic District design guidelines.

Council Member Blackburn asked if the Council Members have a copy of the proposed crime free lease addendum.

Chief Planner Padgett responded that is a part of the agenda material.

Council Member Blackburn asked if the City Council has a copy of the Zoning Compliance Letter.

Chief Planner Padgett responded that the City Council does not have a copy of the Zoning Compliance Letter.

Council Member Blackburn asked is it prudent for the City Council to pass anything without having the full information.

Chief Planner Padgett responded that the Zoning Compliance Letter will be an administrative approval tool, which is based on an application that will be completed by the property owner. The Letter is the response to that application verifying that the property owner requested the increased occupancy and that the property meets the three criteria related to the size of the structure, parking and four bedrooms.

Council Member Mercer asked when the City Council addresses zoning issues and staff gives an opinion, there are three options including not in compliance, in general compliance and what is the third option.

Chief Planner Padgett responded that the third option is the zoning issue is in full compliance.

Council Member Blackburn asked whether the language of the Zoning Ordinance modification has been discussed and has it been determined how increasing the number of unrelated occupancy in a home is going to facilitate preservation, restoration, and revitalization of the University Neighborhood.

Chief Planner Padgett stated that the language about the need for revitalization in the University Neighborhood was discussed at the August 9, 2012 City Council meeting. The thought or theory behind it is by allowing the additional occupancy there could be a greater return on investment that could be reinvested back into the property. The reinvestment would ultimately help to raise the level of the neighborhood in terms of the physical structures in the neighborhood and therefore, revitalize the neighborhood.

Merrill Flood, Director of Community Development, stated that was one of the declarations of the City Council in the determination of creating the University Neighborhood related district.

Council Member Blackburn asked is it fair to say that staff heard the language from the City Council versus staff generated the language.

Chief Planner Padgett stated the language was generated by staff, but staff relied on what was heard from the City Council's discussion at the August 9, 2012 meeting.

Mayor Thomas declared the public hearing open and solicited comments from the audience.

City Attorney David Holec reminded the City Council that during this period, public comments would be made on the text amendment.

The following individuals spoke in favor of the of the zoning text amendment.

Matt Paske – 1602 Elm Street

Mr. Paske stated although he is disappointed with the stance that the University's administration has taken upon the issue at hand, he represents the students' opinion as Vice-President of the East Carolina University Student Government Administration. Students and young professionals support the UNRI in its entirety. Mr. Paske compared Greenville to other cities stating that the businesses of Greenville are in competition with other cities such as Charlotte, Raleigh and Chapel Hill to maintain talent. Those cities have advantages that Greenville does not including residential policies that allow financial compromise in rent due to ordinances that allow more than three unrelated persons to reside together. So much focus has been placed on the simple fact that the alternative measure being provided to resolve these issues is just to increase residential occupancy. This thought is misguided and a myth. There are many other measures within this initiative that not only benefit roughly the 80 percent student population in this area but benefit 100 percent of the area which is a unifying measure that will continue to unite the community and the University. This is the true goal of this initiative and any public office position held. By providing limitations on students, young professionals, and the residents in the University area, the City provides a disservice to the Historic District. By introducing prudent and long overdue reform, the Historic District, a vibrant community, will be provided an opportunity to revitalize its image. As more students and young professionals are attracted to this revitalized area, property values will increase and crime will once again fall. Moving driven individuals into the area not only provides more eyes but provides better neighbors.

James Robbins – East Rock Springs Road

Mr. Robbins compared the three unrelated residential occupancy standard debate to the discussion of the late Steve Jobs, former Chief Executive Officer of Apple, and his doctor regarding Mr. Jobs' cancer treatment options, which he declined. Mr. Robbins stated that in 2004, the Task Force on Neighborhood Preservation used the terms disease and symptoms to describe the University Neighborhood. The Planning and Zoning Commission has reviewed staff's professional assessment that this proposal is in general compliance with the Horizons: Greenville's Comprehensive Plan. This neighborhood has been in a downward decline for years. The proposal has risks but also will bring investment. There is no guarantee that the money will be used to improve the property. Factually, some of the money will be reinvested. In regards to the City's incentive program for homebuyers, it is a good program but there are 14 takers since 2010 with \$108,000 which equals less than five houses a year.

Sandra Harrison – No Address Given

Ms. Harrison stated the real issue is what will help improve the neighborhood. It is her understanding that 87 percent of the residents in the area are renters and 80 percent of the homeowners are investors. These people have not always been actively included in plans for the community. Responses to the City survey were city-wide. The previous quoted 80 percent of residents against the change was surveyed from 84,500 and was actually 80 percent of the 275 respondents that were not in favor of the initiative. That is less than one-half or 1 percent of the population of this City or .003 percent. Based on her personal contacts with residents of the Initiative area, the majority of the 80 percent plus a portion of the owner occupancy residents are for the Initiative. This neighborhood is unique and should be the premier neighborhood in the City of Greenville adjacent to the third largest university in North Carolina, downtown Greenville, the historic district, and not counting the Tar River. Until all stakeholders agree to sit down together, lay aside areas of disagreement and find common ground, the decline will continue.

Michael Saad – Wilson Acres

Mr. Saad stated that his understanding is about 50 houses will be affected by adding one additional person. It is not a major issue considering the fact that these houses already have adequate parking, four bedrooms, etc. Over the years, landlords rented a four bedroom house and could only legally rent to three people. The history of the College View area after World War II was there were mostly homeowners and as the University grew, the student body grew at East Carolina University. More students started moving into the area and brought problems. As the students moved out, more nonstudents moved in and brought new problems, therefore he feels that it is better to invite more students to the area.

David Carpenter– 127 King George Road

Mr. Carpenter stated that he spoke with many owner occupants and investors in the Overlay District as well as in the buffer. The overwhelming majority of the people that he has spoken with are in favor of this initiative. It is clearly validated by the fact that less than 20 percent of the people within the Overlay District and less than 5 percent of the people in the buffer have chosen to sign the protest petition. He visited other cities that have had great success with redevelopment and revitalization efforts. Several of these cities currently allow more than three unrelated individuals in a single-family dwelling. This neighborhood is in need of improvement on many levels. Mr. Carpenter applauded the City Council for being forward thinkers and choosing to bring this issue to the forefront.

Derwin Godley – No Address Given

Mr. Godley made comments regarding the University's statement reported by *The Daily Reflector* on October 11, 2012, which was released to the public after the petition deadline. He commended the University's patience and prudence and not directly impacting the

outcome of the petition. He feels that the University's interests are too substantial to unilaterally oppose the UNRI as the newspaper reports. This is a measured positive start. It champions prudent reform, controlled mechanisms, and consistent and sustained code enforcement which the UNRI addresses. To consider reforming three unrelated, these must be in place in more than an aesthetic token way. This is an outstanding start to creating a community-neighbor-centric dialogue on long needed reforms.

Jay Cox – No Address Given

Mr. Cox commented on the crime problem in the area stating that he has spent time at 3:00 a.m. on Library Street because of an attempted breaking and entering. There are people in the neighborhood who have taken upon themselves to run these thugs out of the area and they have been successful somewhat. Unless, there is something indicating that a habitual criminal is not allowed in rental housing, the City will continue to have problems that will affect the Overlay District. No plan is surely to fail and some plan deserves a chance.

Andrew Gorman- No Address Given

Mr. Gorman asked what three cities use the *"Three Unrelated Rule"*.

Chief Planner Padgett responded that Wilmington, Durham and Boone allow three or less unrelated occupancy.

The following spoke in opposition to the zoning text amendment.

Andrew Morehead – 409 South Harding Street

Mr. Morehead stated that crime has decreased 32 percent in the downtown, East Carolina University and 14th Street area. According to the data from the City Manager's report of October 3, 2012 crime is down 40 percent city-wide. In regards to property values, on April 23, 2012, Greenville as a whole decreased \$341 million (6.5 percent) with revaluation. Mr. Morehead made comments about his research stating that higher density neighborhoods lead directly to higher crime. Greenville can reduce crime by increasing homeownership and jobs. The longer residents remain in a neighborhood the lower the crime rate, and transient residents such as students are at higher risk of becoming victims of crime. Households spend an additional \$5,000 per year to live in a neighborhood that is primarily owner occupied. Analysis of census, homeownership, and neighborhood stability data shows that less residential mobility results in higher property value. The property value grows at a higher rate in areas with greater homeownership. The average landlord will spend the amount of money necessary to continue to rent but not necessarily to improve their households beyond the level it takes to put tenants in them. The Tar River/University neighborhood will not be rehabilitated by having more renters move into the area. Renter occupancy in a neighborhood reaches an average of 85.5 percent with rapid and progressive increases in social problems. Expanding levels of homeownership may

counteract neighborhood decline. Mr. Morehead concluded his presentation by making comments about the Planning and Zoning Commission, Historic Preservation Commission and Neighborhood Advisory Board's recommend denial of this request, the protest petition, alleged campaign contributions from donors with an interest in the overlay, and *The Daily Reflector* article relating to the East Carolina University comments about the "*Three Unrelated Rule*". He asked the City Council to consider the remarks received from those who oppose the amendments including the citizens, East Carolina University, and the City's advisory boards.

Michael McDonald - 1601 East Fifth Street

Mr. McDonald stated that as of Friday, November 2, 2012 a valid protest petition was submitted and that changed after the Monday, November 5, 2012 edition of *The Daily Reflector*. Mr. McDonald read a statement from his neighbor, Zachary Woodmansee, concerning Mr. Woodmansee's opposition to the UNRI Overlay District and meeting with an elected official. McDonald made comments about this meeting being set up by Chris Woelker, who inadvertently sent a text message to Mr. Woodmansee's telephone, but the text message was intended for two elected officials. Mr. McDonald read the text message in its entirety and stated he feels that the City Council should give citizens more time to reevaluate the petition process. Clearly, both elected officials have been out working the neighborhood and buffer region. It all has been turned over to their attorney. The text message will be used in the deposition after the adoption of the ordinance tonight against the will of 80 percent of the people who attended meetings and 100 percent of the people who run East Carolina University and really the whole City of Greenville.

Joan Mansfield - 408 South Harding Street

Mrs. Mansfield stated the Planning and Zoning Commission came to an informed conclusion on this issue and voted against changing the existing occupancy rule. Mrs. Mansfield made comments about her choice of representatives during the last election and stated that tonight, the City Council is poised to vote on something that will greatly affect their homes, neighbors, neighborhoods and all of Greenville and she was allowed to vote for only two of the City Council Members. She asked three Council Members to reconsider their vote that was made at the August 9, 2012 City Council meeting.

McKenzie Parkinson - No Address Given

Mrs. Parkinson shared her and her husband's experience of purchasing property in the University neighborhood. Mrs. McKenzie stated they feel very lucky to live in such a diverse and quirky place. They moved into the neighborhood because the University Master Plan includes revitalization all the way up to First Street. This plan represents the City's Horizons Plan and works sort of near the neighborhood to keep it vital and thriving. Changing the zoning and the "*Three Unrelated Rule*" will ruin the current fragile balance of residents in the neighborhood and will undercut any future direction the neighborhood

might want to take in relation to changes uptown and the University's campus. In her opinion, these proposals represent that the students will come back when the ordinance is changed. The University is already contemplating more dorms and the majority of the students are currently living in the newer apartment complexes, which are more convenient for them. As more housing is created for them, students will continue to migrate to more student-friendly locations. Changing the zoning and "Three Unrelated Rule" will really create a neighborhood of houses no longer built to code and not structurally sound. In the long run, it will make it far more expensive for the City to actually revitalize or change the neighborhood's direction.

Brenda Ernst

Ms. Ernst stated she spoke to several real estate professionals who confirmed when a neighborhood is built as a single-family neighborhood and shifts to mostly rental, the neighborhood begins to deteriorate. When homeowners maintain their property, it has a high economic impact on families who make their properties a priority. It is not so much if property owners rent their properties but there is less maintenance and rehabilitation at these properties. For several years, city councils have adopted preservation of neighborhoods as an objective within their goals. West Greenville and the University areas really need preservation because these areas have more rental than owner occupied properties. The City has programs in both neighborhoods. The HOME Program offered in West Greenville was part of the redevelopment and revitalization in that area, not to increase renters but to increase homeownership. In the University area, the City adopted the Homebuyer Assistance Program and the purpose is to increase homeownership. This ordinance is in direct conflict with that City program and preservation of neighborhoods because it does not encourage homeownership and encourages more rental property.

Ed Harper – 1607 East Fifth Street

Mr. Harper stated the proposed Zoning Ordinance text and map amendments are detrimental not only to the University area neighborhood but also to all citizens of Greenville. The idea of overlays particularly in a residential community is a bad idea. If the proposal goes forward, the City will receive an inundation of people wanting an overlay in zoning districts. The City Council should defeat this proposal because it is the very definition of special interest legislation. A small number of landlords will reap a windfall immediately from the adoption of this ordinance.

Richard Crisp

Mr. Crisp stated that the Elmhurst-Englewood Neighborhood Association does not support the change along with TRUNA, the Historic Preservation Commission, Planning and Zoning Commission, 79 percent of the respondents of the questionnaire and East Carolina University. Should this change pass in addition to impacting the quality of life in TRUNA, he envisions a negative impact in attracting dedicated citizens to the City boards and

commissions. He asked the City Council would volunteers have the enthusiasm to serve as members of the City's various boards and commissions, if they feel their recommendations are being ignored or not given consideration.

Caroline Daugherty

Ms. Daugherty stated that Forest Hills Neighborhood Association is a group of 115 homes adjacent to the East Carolina University Athletic complex. She was told by long-time residents that this group's neighborhood was settled by a lot of people who moved away from the University Neighborhood because there were more students moving in and renting homes. Also, they wanted to raise their families where people are not so transient. There is rental housing in their neighborhood which includes families, students, and young professionals but none of them have more than three unrelated occupancy. The Association is concerned that if this rule is changed for one neighborhood that their neighborhood will not be far behind. Ms. Daugherty made comments about public input via citizen surveys and the public information sessions held on this topic and stated in light of all those opposed to this change, a vote for this initiative makes a mockery of our democracy.

There being no further comments, the public hearing was closed.

Council Member Mitchell asked about the number of dwellings that would qualify for increased occupancy.

Chief Planner Padgett stated that there are 288 dwelling units that currently have at least 1,500 square feet of heated floor area.

Mayor Thomas asked does that include the other criteria.

Chief Planner Padgett responded that some portion of those dwellings would clearly not have four bedrooms and some portion may not be able to meet the parking requirements.

Motion was made by Council Member Joyner and seconded by Council Member Mitchell to adopt the ordinance amending the Zoning Ordinance by establishing the University Neighborhood Revitalization Initiative (UNRI) Overlay District.

City Attorney Holec reminded the City Council that when adopting any zoning ordinance amendment, the City Council is also to approve a statement describing whether the action is consistent with an adopted comprehensive plan and any other officially adopted plans that are applicable and explaining why the City Council considers the action taken to be reasonable and in the public's interest. The ordinance for consideration does include a

statement which would support the adoption of the ordinance and comply with the statutory requirements. The following appear at the beginning of the ordinance:

- A finding that the text amendment is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable
- A description of why the action is consistent with the goals and objectives of the comprehensive plan and any other officially adopted plans.
- The statement that the adoption of this ordinance will promote the safety and the general welfare of the community and facilitate the sustainability, preservation, restoration, and revitalization of the university neighborhood and increase the investments and have appropriate and limited increased occupancy.

Council Member Blackburn thanked her constituents for doing their homework, attending this meeting and speaking so eloquently and movingly about this issue. She will be allowed a vote but her vote is only one. It is difficult to participate in this discussion and vote as it is nearly certain that this proposal will pass. Nevertheless, it is important to address the many concerns raised by the public and to support those who spoke against this proposal. It has been demonstrated that the high rate of rental property over the years has caused the deterioration in the University Neighborhood. To curb those negative effects the Tar River/University Neighborhood Association took shape about 20 years ago or longer. The City Council heard from them and one other neighborhood association this evening opposing this change. Some of the Council Members have said that this change will reduce crime and restore health to the University area. She feels that the Council Members share that goal. She commends the City's police officers for their targeted patrols, investigations, focused prevention and their efforts and those of the neighborhood. Part 1 crimes have dropped in the Overlay District in the past five years. To claim that adding more rental tenants is going to somehow reduce crime is not only illogical but it is false. Furthermore, some of the areas that are quoted having gang activity and criminal problems are not even in the overlay. In regards to deteriorating property, where there is more rental property there will be less upkeep and maintenance. More transience equals more wear and degradation, noise, trash, and parking. In many neighborhoods in the City, these are simply not issues, but they are here, which is the result of having too many people in a small geographic area. The City Council has not taken the basic steps to address any of these problems. These steps include a rental property directory which would allow basic contact with property owners when there are trash, noise, parties and parking problems. The City does not have a systematic approach to trash collection. A system of grants and low interest loans for property investment - the City has not done the work there. The City needs a system that includes rental inspection to safeguard tenants and a reliable way to make sure repairs are done and financial matters such as security deposits are handled fairly. In addition, modified muffler restrictions are needed. The City needs to make sure this neighborhood is livable. Indeed, in three years on the City Council, when she has

proposed them, they have been consistently blocked. She feels that the only reason the City Council is voting on this issue tonight is because of that additional tenant who would allow more income for investment property owners. Further, how can it be said that something that is bad for the entire City is somehow good for this one neighborhood. This proposal has been opposed by 80 percent of respondents, multiple neighborhood associations, the Planning and Zoning Commission, Neighborhood Advisory Board, Historic Preservation Commission and by East Carolina University's executive leadership. If the City Council truly cares about the University neighborhood, the City Council would agree on those aspects of this proposal that serves its health. If the City Council votes, however, to raise the cap on unrelated tenants, the City Council should be honest to the voters and the community and let them be aware that it is being done to serve the landlords and the investment property owners and not the resident homeowners who are the lifeblood of this neighborhood.

Council Member Mercer stated that given the surprise withdrawal from the protest petition after the deadline, given questions raised about conversations and interaction with those who signed the protest petition, new information with East Carolina University weighing in, and the interest of fair play, he would like to make a motion that this item be tabled.

Motion was made by Council Member Mercer and seconded by Council Member Blackburn to table consideration the ordinance amending the Zoning Ordinance by establishing the University Neighborhood Revitalization Initiative (UNRI) Overlay District until November.

Council Member Mercer reiterated that given that there is new information and recent developments that perhaps the City Council may consider before they finalize their thinking about how to vote, it would be in the interest of prudent legislating to delay this agenda item until November.

Council Member Blackburn agreed that tabling this agenda item is at minimum a good idea. There are unknowns and uncertainty. The City Council does not have a copy of the Zoning Compliance Letter. There are good provisions that the University has offered for the City Council to discuss and have not been brought to the table about how that could change the dynamics. For instance, one of the University's concerns is the quality and level of code enforcement. Until the City Council addresses some of these concerns at a minimum, this item should be tabled.

On the motion to table, Council Members Mercer, Blackburn and Smith voted in favor and Council Members Mitchell, Joyner and Mayor Pro-Tem Glover voted in opposition. Mayor Thomas voted in opposition to break the tie, therefore, the motion to table failed.

Council Member Mercer stated that a sound analysis of relevant data and arguments show that this change is bad for property values, safety, code enforcement and neighborhood livability. The odds of a future expensive bailout are bad for confidence in government to be responsible to the citizens. However, even if one was to conclude there are good arguments on both sides, surely prudent action by Council Members would be to vote on the side of massive public sentiment. It has been detailed in some of the comments, but making a change in this rule has been opposed by the Planning and Zoning Commission, Historic Preservation Commission, Neighborhood Advisory Board which represents all neighborhood associations, East Carolina University, an editorial by *The Daily Reflector*, and many Cypress Glenn residents who have attended tonight's meeting and previous meetings. The extent of the opposition to this rule change is really astounding, stunning and overwhelming. Anecdotal statements by a few people do not overcome this clear public record. When discussing a policy issue, particularly if it is one that is controversial, the City Council should think about it and digest any new incoming information. The overwhelming argument and the public sentiment are against this rule change.

Council Member Mitchell stated that this has been a very heated discussion since its inception and to even begin the thought process of changing this rule has been difficult. He tried to carefully weigh all of the options and to really see the logic behind the change of the "Three Unrelated Rule". There are citizens who oppose the rule change and he has great respect for them and received emails from citizens. It is troubling during City Council's discussion, especially to hear one person say that in 1986 when they bought their property, homeownership was at 50 percent and in 2012, homeownership is at 17 percent. Homeownership makes a strong neighborhood, but this current rule alone has not done anything to stop homeownership from decreasing. His whole logic of approaching this issue is what can be done to fix that. He said in the article that he wrote in the *Greenville Guardian* and to many citizens that adding a fourth person to a four bedroom house does nothing to any of the issues facing that community. Some of his suggestions through research cannot be done because of State law. For example, why the City cannot have a full rental registry. The City of Fayetteville does a probationary rental registry. While the City has not figured out how to do a crime free rental program, the City of Charlotte has come up with their crime free rental program. The City Council has been unable to have that discussion and discussions about other things that were mentioned because they have been so entrenched with one side not wanting the rule change and the other side wanting it. Initially, he supported having only curbside pickup in that area, but because it is densely populated and driving through seeing the amount of cars on the street, backyard pickup in that area may be necessary. That way trash will not be an eyesore. The issue of allowing a fourth person living in a four bedroom house is not the true issue of the neighborhood, but by creating the overlay district, it will allow the City to target this area and bring some good things to the University area. However, at this point and time, there is not anything the City Council can do to dramatically increase the number of homeowners. He feels having the 12

month focus group to bring the City Council some of those other things that were discussed this evening and they can attach the requirements for those landlords. He wants some of the great things such as inspections, but they have to figure out how to do them.

Mayor Pro-Tem Glover stated that probably two-thirds of the bond money (\$5 million) for West Greenville was spent. The landlords were knowledgeable about the revitalization and sold their properties which were slum landlord properties. She has driven through the University neighborhood and could not distinguish what houses are rentals or homeowners. To address the speaker who said that revitalization of West Greenville was to create homeownership, 19 houses have been built within a six-year period. The majority of the money was spent in the acquisition. West Greenville was already 95 percent rental so presently, it is still high. There are boarded houses in West Greenville, and she did not see any boarded houses in the TRUNA neighborhood or other neighborhoods. The City cannot demolish them because of the frequency of houses being boarded, State law guidelines and the City does not have the money. Other residents in Greenville do not have problems with the loud music and real gangs as much as the residents of West Greenville. She did not hear one speaker make comments about gun shots in their community on a 24 hour basis. If people are going to make statements about West Greenville, know what is happening in the community. In West Greenville, since revitalization, the landlords who stayed in the community have beefed up their properties because she reminds them of their violations. West Greenville extends from City Hall to Ironwood. There is not a code enforcement officer assigned to the West Greenville area and the University has two; one full-time paid code enforcement officer is paid by the City and one is paid one-half by the City and one-half by the University. Essentially, there are two police forces in the University area, one from the University and the other from the Greenville Police Department. It is seldom that the police are in her community where there is Part 1 crime.

Council Member Mercer read an excerpt of a citizen's statement which encapsulates what he is hearing more.

"While I am not a resident of neighborhood in question, I am concerned about an accompanying issue that affects all of us who calls Greenville home. That issue is one of trust between the City Council and the City residents. If you vote to overturn the rule and it would become even more clear that the Mayor, Council and majority cannot be trusted to listen to the voices of citizens, neighborhood leaders, and other city boards or to operate in the open when personal agendas are involved. Elected leadership cannot be trusted to execute the responsibilities of their office with openness, honesty and integrity. Ill-will is generated and spread throughout the community".

Council Member Mercer stated the encouraging part of all of this, however, that he wants the citizens to embrace, is there has been a great deal of public attention and engagement and that is good. However this vote goes, it is making a deeper difference.

Council Member Blackburn stated taking a look at the maps earlier, it is abundantly clear why getting 20 percent of the property within the overlay district was not possible and then on the exterior as well even though there was only a very low threshold of 5 percent. Three sides of the proposed overlay were not even eligible to participate in the buffer. She had hoped from the start that the City Council could have started with their shared goals of the neighborhood and the City and worked their way up. Instead, the most divisive starting point possible was selected. That is why it is impossible for her and others to look at the merits of the policy. There are some merits possibly, but the process has been rotten. That is why she continues to oppose this policy proposal. It is not that she disagrees with any or all of its points and stipulations. It is that she feels that the City Council has not done this in the right way, we should have started listening to the citizens in the University area and worked ourselves up. That is the way democracy works. The logic has been faulty from the beginning and has not allowed the community, neighborhood, and City to come together and speak a common language and work together for a solution starting with the most divisive point possible.

Council Member Joyner stated there has been overwhelming support one way or the other on this issue. The protest petition entails that in the overlay area 20 percent of the property owner's signatures are required. Only 9.2 percent of the property owners signed the protest petition. If the property owners were that opposed to the proposal, others would have signed the protest petition. He heard the arguments about the perimeter of it and the 5 percent and East Carolina University having a large majority of only 4.3 percent signed that own property. Council Member Joyner responded to the speakers' comments stating it was in *The Daily Reflector* that he had talked to people listed on the protest petition about buying property. He has never seen the protest petition and is unaware of the signatures of the people on it, but he knows now and never met and talked to the person who was mentioned. People should be more accurate with their facts. Alleging something in the newspaper without any facts is not the way he would have done it and the information is incorrect. In regards to an email that Chris Woelker might have sent to the Youngs, he grew up with the Youngs' family and has known them for 50 years. A month ago, he talked to a member of the family about this and our decision was to disagree. As a Council Member he is not prohibited from talking to anybody about a subject one way or the other.

Council Member Smith stated that she was willing to table this issue for next month because she heard continuously the theme of new information based on a letter from East Carolina University. Since the motion to table this issue did not pass, she reviewed the

letter again in order to see what new information might be relevant to this situation and could possibly change how she will be voting. The theme is about the current rules and ordinance appearing to be inadequate regardless of where one lives in the City. The letter is not only in reference to TRUNA. Also, the letter states that the primary issue is not really how many unrelated renters should live in the same house, but the enforcement of the rules that are on the books right now. That statement is emphasized several times. Although, the letter ended with a conclusion, the University's representatives feel that it will exacerbate if the City included more. There is no new information. The University will work on ensuring there are good students and their representatives will work with the City and residents. That can be done whether there are three, four or five people in a house. Regardless, the University should work with all students even if there are only two students in a rental. The five suggestions presented in the letter do not show new facts that will change if there is a three or four unrelated persons occupancy standard. A divisive start could be something subjective because it does not matter where you start. If people are of opposing opinions something will be considered divisive and everyone should be able to work through it. She is looking at the possibility of having a board to determine how things could be done differently and the involvement of code enforcement. . It is very difficult to throw away an entire neighborhood when there is a possibility of some type of improvement including the neighborhood still giving their input. Everyone should be very open about this proposal especially considering the decrease of homeownership in the area. If they see that it is inevitable, some type of measure should be taken to improve the area.

Mayor Thomas stated he is excited about East Carolina University's comments. The University's representatives have looked at the Initiative and what their peer institutions are doing in great depth. Staff and the City Council have reviewed information from Chapel Hill, Winston-Salem, other cities and university towns that have identified the same research made by Greenville. The key is enforcement and all of these components working together. Chapel Hill enforces their rules and Greenville has not and Greenville has to get better as a city. He is enthusiastic about the University talking about stepping up and making their campus a shining light for the City. In this whole process, he has been waiting for another group to come up with ideas. Some people are worried about politics, where people are going to be and this position and that position. If this becomes a model, that will be wonderful. It is not perfect and that is why there will be a working group and East Carolina University will give their input. The University is excited about this plan and understands that if all the aspects are implemented, then the one aspect that people seem to want to focus on becomes negligible. This is a serious matter if we want to save the campus and University area. More code enforcement is needed. Chapel Hill has four unrelated person occupancy, Charlotte has six, and the study shows that nine cities have four or more, and three have three unrelated person occupancy or less. Mayor Thomas stated that he supports that measure.

Mayor Pro-Tem Glover stated white flight has happened in the University area as it did in West Greenville. People saw the University expanding and decided to move out of the neighborhood, and other people bought and converted those homeowners' properties to rentals. After living in West Greenville for 44 years, hearing gunshots has not moved her out of the area because she is fighting to make the community better and seeking the cause of the crime. Nineteen homes were built in West Greenville, but the University, Hospital, and City put up \$10 million to extend and connect Tenth Street to Farmville Boulevard, and West Greenville has lost 32 homeowners.

Council Member Mitchell stated his personal assessment is the University and West Greenville may be the only single-family neighborhoods where renters outnumber the homeowners. He feels that other single-family neighborhoods do not have a renter problem like the University area does and that is why it is being uniquely addressed. Council Member Mitchell stated that he is opposed to expanding this to other neighborhoods in the City only because of the uniqueness and renters of this community as opposed to the other areas being majority homeowners.

The motion to adopt the ordinance amending the Zoning Ordinance by establishing the University Neighborhood Revitalization Initiative (UNRI) Overlay District passed by a 4:2 vote. Mayor Pro-Tem Glover and Council Members Mitchell, Blackburn, Joyner and Smith voted in favor of the motion and Council Members Blackburn and Mercer voted in opposition. (Ordinance No. 12-045)

ORDINANCE INITIATED BY THE GREENVILLE CITY COUNCIL TO AMEND THE ZONING MAP TO DESIGNATE TERRITORY AS A UNIVERSITY NEIGHBORHOOD REVITALIZATION INITIATIVE (UNRI) OVERLAY DISTRICT - ADOPTED

Chief Planner Chris Padgett reminded those present that the staff report on this item was combined with the one for the previous item.

Mayor Thomas declared the public hearing open and solicited comments from the audience.

The following individuals spoke in favor of the of the zoning map amendment.

David Carpenter

Mr. Carpenter stated that there is a petition that has been signed by 1,000 citizens who live in the Overlay District and are in favor of this initiative. He feels strongly that the proposed overlay will create the perfect framework and platform to move forward with this positive initiative for this unique neighborhood which it deserves. As a result of *The Daily Reflector*

article, the property owner who withdrew her name from the protest petition has asked him to make a statement to the City Council. Mr. Carpenter read the statement which indicated the explanation for the property owner's name being withdrawn from the UNRI Overlay District protest petition.

The following individuals spoke in opposition of the zoning map amendment.

Chris Mansfield - 408 South Harding Street

Mr. Mansfield stated the shared goals are in the plans and the minutes of the TRUNA documenting the time that has been put into not just in their neighborhood but in others. There are housing objectives in the Horizons: Greenville's Comprehensive Plan. There is nothing in these plans that would suggest increasing the density by changing the rule. The residents have fought this for a long time. The proposed overlay would most certainly increase the density. Overlays are very special tools. To enact an overlay, planning guidance states that overlay districts are used to accomplish special public purposes to achieve very specific objectives in a comprehensive plan. There are no specific objectives in any of these plans about increasing occupancy to greater than three. These overlay districts have been used for issues such as the City's Historic Preservation District and in other communities to protect storm water runoff and to achieve smart growth policies. Good planning principles indicate that creation of overlay districts should start with broad public consensus. That public necessity does not negatively affect property values and that it is good and fair for the whole community. It is a prime case of spot zoning. The safe harbor for this type of zoning is found as long as the zoning is reasonable, neither arbitrary nor unduly discriminatory and is in the public interest. The basic precedents applied by the Court will be whether the City Council acted in good faith, whether the act was arbitrary and capricious. Arbitrary determined by caprice, impulsive or unpredictable. The zoning should be predictable. The Court's concept of arbitrary and capricious actions is rationality. An act is arbitrary and capricious if a reasonable person considering all of the evidence will fairly and honestly be compelled to reach a different conclusion. There is an issue of fairness here and trust in government and the endorsement of democracy.

Libby Knotts

Mr. Knotts stated she is curious why there is focus on this one small area, and instead it should be Greenville in its entirety. Mrs. Knotts made comments about when the initial goal was made by an elected official at a meeting, but there were no reasons given for the change. Later, the only public reason that she heard was when another elected official stated at a town hall meeting that it was needed because a few elderly people live in big Victorian homes and needed help with their mortgage. Only later the issues of crime and revitalization were brought forth. General statements have been made without a crime analysis of the entire City. It is ill advised to look at one particular area and take that area's

crime statistics out of context. Further, she has been waiting for hard evidence about how many homes are actually in dilapidation and are in need of revitalization.

Jay Cox

Mr. Cox stated he is willing to serve on any committee that the City Council appoints as long as needed, to pick up trash and to help adopt a block and whatever it takes to make this community better.

Dru York

Ms. York stated that since the early 1980s, the City of Greenville has sponsored and promoted historic preservation within the community. Within the UNRI Overlay stands the College View Historic District listed in the national register of historic places in 1992. Also, included within the UNRI Overlay, there are three designated historic landmarks, the Skinner House on Fifth Street, Rotary Club building on Johnston Street, William L. Wooten house on Maple Street. In the spring, the City received a \$12,000 grant to update its design guidelines for this historic district and its landmarks. The City Council's vote for the UNRI Overlay District will have a detrimental impact on the College View Historic District and the future of historic preservation efforts within the University neighborhood. Fortunately, the College View Historic District has a protection through the Overlay oversight of Greenville's Historic Preservation Commission. Density issues such as increased occupancy, additional traffic, and rooming houses will negatively impact the historic character of the entire University Neighborhood by modifying important landscape and streetscape features as well as the houses. Ironically, proponents of the proposed UNRI Overlay publicly complained of the lack of financial incentives to promote investment in the College View historic district. However, federal and state tax credits totaling 40 percent of the cost of substantial renovations for income producing properties exists as well as State tax incentives of 30 percent for homeowners. Today, six homeowners have received tax credits totaling \$785,775 for their residence renovation projects, but only one investor has taken advantage of these credits. With this vote the City's long commitment and investment in historic preservation being promoted is undermined or wasted.

Inez Fridley – Tar River Neighborhood

Ms. Fridley stated after months of meetings for discussion, the public has been clear about their point of view about this proposal. She feels that if this initiative is wonderful for the City that the City Council would be looking at this proposal across the board and not just in one particular area. In addition to the North Carolina General Statutes purpose statement about how zoning regulations shall be made in accordance with a comprehensive plan and other officially adopted plans that are applicable; there is a critical statement at the end of General Statute 160A-383. The Statute states that zoning regulations shall be designed to promote the public health, safety and general welfare and to that end the regulations may address the following public purposes.

- To provide adequate light and air
- To prevent the overcrowding of the land
- To avoid undo concentration of population
- To lessen congestion in streets
- To secure safety, fire, panic and dangers
- To facilitate the efficient and adequate provisions of transportation, water, sewage, schools, parks, and other requirements.

Ms. Fridley stated the regulation shall be made with reasonable consideration among other things as to the character of the district, its peculiar suitability for particular purposes and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the City. She feels this proposal does not address and is contrary opposition to all of these purposes.

John Kenney - 1001 Johnston Street

Mr. Kenney commented there are great parts to this proposed ordinance with the exception of the four unrelated occupancy standard. Mr. Kenney shared his and his wife's experience of choosing Greenville as a place for them to live. He stated that there is a difference in the rental property and the homes that are owned in this area.

Ann Maxwell

Ms. Maxwell made comments about an elected official appearing on the Henry Hinton Show speaking about this issue and how that alerted the residents in the University area. There are issues all over the City, and all citizens are concerned about rental properties, trash, etc. There was a task force that came up with many things including a rental registry, which an elected official opposed. The Neighborhood Advisory Board could make recommendations. She has heard residents in District 2 and others complain about rooming houses.

No Name or Address Given

The individual stated Section 2 of this ordinance does not amend or repeal the Historic District overlay in any way. The Historic District Overlay will protect some 30 percent of this neighborhood. There is a historic design guideline that addresses parking in the College View area. The guidelines will clearly and severely limit people's attempt to put four people in the house next to his property and a few other people's properties in this area. A failure to obtain approval from the Historic Preservation Commission clearly will eliminate that group of people from putting tenants in the house next to his residence.

There being no further comments, the public hearing was closed.

Motion made by Council Member Joyner and seconded by Council Member Mitchell to adopt the ordinance initiated by the Greenville City Council to amend the Zoning Map to

designate territory as a University Neighborhood Revitalization Initiative (UNRI) Overlay District.

City Attorney Holec reminded the City Council that when adopting any zoning ordinance amendment, the City Council is also to approve a statement describing whether the action is consistent with an adopted comprehensive plan and any other officially adopted plans that are applicable and explaining why the City Council considers the action taken to be reasonable and in the public's interest. The ordinance for consideration does include a statement which would support the adoption of the ordinance and comply with the statutory requirements. He briefly reviewed the statement contained in the ordinance.

Motion was made by Council Member Mercer and seconded by Council Member Blackburn to table this item until the November meeting.

Council Member Mercer stated the City Council has received new information and a claim that is placed in the public record that there are 1,000 signatures from residents in the designated area. That supports this motion and speaker who spoke in favor of this. This information needs to be confirmed. It is hearsay but the speaker asserted that one of the petitioners that signed the protest petition did so under duress. Time is needed to sort out this additional information. This is a very critical and controversial issue.

Council Member Blackburn stated before voting for this, the City Council should talk about how was this area determined as the UNRI Overlay District. There was nothing empirical about the way these boundaries were determined. Once more, the boundaries were drawn one way and were changed when it was determined that State property could not be included. In her opinion, it is a slap-dash overlay not based on science and apparently not based on the desires of the public. The City Council has adopted the ordinance for the text amendment and maybe the City Council should come up with an overlay with reasonable boundaries. It is worth taking at least another month to look at the boundaries and some of the issues related to the geographic location of this overlay. The first step was important and this step is equally important. There is a legal issue related to a comprehensive plan question. If the City does something that is not in compliance with its land use plan, it is her understanding that City has broken the law.

City Attorney Holec stated that City Council is not breaking the law when it takes action on text or map amendments. The Statutes state that the City Council is to consider the comprehensive plan, and that was considered, and make the statement as to compliance with the comprehensive plan which is embedded within the ordinance.

On the motion to table, Council Members Mercer, Blackburn and Smith voted in favor of the motion and Council Members Mitchell, Joyner and Mayor Pro-Tem Glover voted in

opposition. Mayor Thomas broke the tie by voting in opposition and the motion to table failed.

Council Member Mercer stated that if not for a few comments made and documented in the Greenville Guardian, he felt the City Council would not be at this place tonight. Other media have made it clear that at some point in the future, this issue can spread to other neighborhoods. The disturbing big picture, long term context for this decision, if it passes, is that the City has 38 per cent owner occupied homes across the City according to the last census. It is clearly problematic and he is concerned. This change puts this Council at odds with a longstanding policy and financial commitment to increasing homeownership in the University Neighborhood. If the City Council makes the rule change, it is a prime example of government inefficiency and waste with the left hand doing the opposite of the right hand. This is the very kind of action by government that erodes the public's confidence. Ironically, the rule change which will serve to increase rental property in the area comes under the City Council's yearly goal of developing strategies to protect and preserve neighborhoods through systematic approaches.

Council Member Blackburn stated that there is a plan and if nothing is done the neighborhood will go down the hill. It is very important to continue to say that the people in the Tar River/University Neighborhood Association have been working for years if not decades. Groups like the Neighborhood Advisory Board, neighborhood associations, the Police Community Relations Committee have been working on these issues for a long time. There was a lot of staff time devoted to a violation based rental registry.

Mayor Pro-Tem Glover stated that at her Town Hall meeting the reason that she said owner plus three tenants, there would be 25 is because of the limited code enforcement personnel to cover District 1. The code enforcement officer that comes to District 1 does not have the time and would work 24 hours a day to handle all of the problems in District 1 to make sure that people are not in violation. She would like to have someone to fix the owner plus three tenants, there would be 25. What is being enforced in the Tar River/University neighborhood is not being enforced in the West Greenville neighborhood. It is never heard that we should all work together until it is at your back door.

City Council Member Joyner asked if the State gives the City authority to do a rental registry.

City Attorney Holec stated there is restricted authority as to what the City can do with such a program. The City could do one having persons to register and to give basic information. To go beyond that, the rental registry would have to be violation based or within the top 10 percent of crime when it is being considered. That is what Fayetteville and Charlotte's

rental registry models are based upon. A rental registry is one of the items that could be potentially reviewed with the committee.

Council Member Mitchell stated he recalls speaking to Council Members, even after the first vote was taken, about sitting down to compromise and including other parts to strengthen this proposal. Unfortunately, the Council Members were unable to do that. If the rental registry can be reviewed by the City Council, there is no need for the rental registry to be a responsibility of the committee. No matter whatever happens here this evening, hopefully, all of them will move forward and put the politics aside for at least a couple of months. A lot of greatness has happened due to this City Council's decisions: taxes have been cut by \$2 million; an office of economic development; upcoming strategic crime fighting plan; the new City Manager is here; a new police chief will be here soon; and crime is down city-wide. Greenville is still and will continue to be a great place to live. We should all start championing and pushing our city forward. Some of the things go our way and others do not.

Council Member Blackburn stated she would like to add the adoption of a rental registry to the ordinance.

City Attorney Holec stated that would not be a permissible amendment to this motion. This motion addresses the issue of the zoning map amendment. An amendment related specifically to a rental registry could be added to an agenda for City Council's consideration at a later time.

Council Member Mercer stated that he has a history of working hard and is willing to sit around the table for discussion no matter how this vote goes. He commented about the information that was heard tonight about the City's crime statistics. Crime has decreased city-wide over the past few years. Previous City Councils have worked hard on this challenging issue. According to a staff memo on a specifically defined area, this is not the area covered by the rule change. It is very confusing to the people who are not following this issue closely. In his view, any crime data related to this vote should be from several years and cover the exact boundaries that are proposed for the change. According to a September 18, 2012 memo to the City Council, Part 1 are the most serious crimes and have significantly decreased (37.5 percent for the past five years) in the area that the City Council is about to vote on. Part one crimes have gone from 258 in 2008 to 160 in 2011. The City Council should want and owe our citizens to be clear about something that is as factual as the crime statistics in the relevant area.

Council Member Smith stated she heard at least twice this evening a statement that a long time ago, this issue was anticipated to be brought before the City Council. With that being said, she is very curious about why there were no steps made at that time to begin working

on making some positive changes to this area. Hopefully, that would have allowed more of a consensus with this group that is working on this area. Presently, there is a proposal with many elements that she cannot ignore because the proposal is positive for the neighborhood. She urges everyone to work together and put aside their differences especially if the goal is moving the entire City of Greenville forward.

Mayor Thomas stated that two of the crime statistics for the area were done before an actual motion was made to define an area for the overlay and that is where the 34 percent came from. That crime statistic, which is accurate for a two-year period was requested from the Police Department by one of the Council Members. He made a request back in April before knowing what area would be defined for the overlay, and statistics can say a lot depending on the area. Gang activity has moved in a number of neighborhoods near the University. The Police Department Gang Task Force had to investigate that area and is still doing work, and that was certified, proven and shown. Also, the drive-by shootings occurring on Rotary cannot be dismissed, and crime that occurred in Greenville is not accepted anywhere. There is a lot in this wonderful neighborhood. He applauded the City Council for having the fortitude to move forward with this initiative. He spoke to one of the City Council Members very early in this process and would rather not dignify comments that were made. It is time to forget all of that, to move forward and work together on this process.

The motion to adopt the ordinance initiated by the Greenville City Council to amend the Zoning Map to designate territory as a University Neighborhood Revitalization Initiative (UNRI) Overlay District passed with a 4:2 vote. Council Members Joyner, Mitchell, Smith and Mayor Pro-Tem Glover voted in favor of the motion and Council Members Mercer and Blackburn voted in opposition. (Ordinance No. 12-046)

ORDER TO CLOSE A PORTION OF CAROLINA AVENUE – ADOPTED

Interim Public Works Director Scott Godefroy stated that the City Council adopted a resolution of intent to close the portion of Carolina Avenue during its September 10, 2012 meeting, establishing a public hearing on the subject matter to be held on October 11, 2012. The resolution of intent was advertised in The Daily Reflector on four consecutive Mondays (September 17 and 24, 2012 and October 1 and 8, 2012). Signs displaying the notice of a public hearing, the adopted resolution of intent, and a site map were posted September 7, 2012 at two prominent locations on the street section to be closed. The street section to be closed is lying west of Pamlico Avenue. The resolution was also delivered by certified mail to adjoining property owners as listed on the Pitt County tax records. City of Greenville and Greenville Utilities Commission staff have reviewed the proposed closing, and no objections to the closing.

Mayor Thomas declared the public hearing open and solicited comments from the audience.

Diane Bell – 620 Pamlico Avenue

Ms. Bell spoke in favor of the order to close a portion of Carolina Avenue stating that section of Carolina Avenue should be closed because there is a lot of prostitution and drug activity on that street. There are three abandoned houses and no lighting. She constantly calls the Police Department and asks people to leave when they travel from the street section lying west of Pamlico Avenue up to her residence.

Council Member Joyner asked if there is street lighting along this section of Carolina Avenue.

Ms. Bell responded that there are lights, but they are out on that portion of the street.

There being no further comments, the public hearing was declared closed.

Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Glover to adopt the resolution approving an order to close the unimproved portion of Carolina Avenue located west of Pamlico Avenue. Motion carried unanimously. (Resolution No. 051-12)

ORDER TO CLOSE A PORTION OF MCKINLEY AVENUE - ADOPTED

Interim Public Works Director Scott Godefroy stated that the City Council adopted a resolution of intent to close a portion of McKinley Avenue during its September 10, 2012 meeting, establishing a public hearing on the subject matter to be held on October 11, 2012. The street section to be closed is lying south of Douglas Avenue. The resolution of intent was advertised in The Daily Reflector on four consecutive Mondays (September 17 and 24, 2012 and October 1 and 8, 2012). Signs displaying the notice of a public hearing, the adopted resolution of intent, and a site map were posted September 7, 2012 at two prominent locations on the street section to be closed. The resolution was also delivered by certified mail to adjoining property owners as listed on the Pitt County tax records. Staff of the City of Greenville and Greenville Utilities Commission have reviewed the proposed closing, and there are no objections or adverse comments. After closure of the street section, the abandoned right-of-way will be combined with the property located to the west owned by the City of Greenville and known as Tax Parcel Number 23512.

Mayor Thomas declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Joyner and seconded by Council Member Mitchell to adopt the resolution approving an order to close the portion of McKinley Avenue lying south of

Douglas Avenue. Motion carried unanimously. (Resolution No. 052-12)

PUBLIC COMMENT PERIOD

No comments were made during the Public Comment Period.

OTHER ITEMS OF BUSINESS

REQUEST FOR AMENDMENT TO RECREATION AND PARKS DEPARTMENT BUDGET - DENIED

Parks Superintendent Mark Gillespie stated that at its September 12, 2012 meeting, the Recreation and Parks Commission addressed the Teen Center reduction of hours with part-time salaries. Staff recommended decreasing those hours from the least popular times at this recreational facility. The Commission voted that the City Council consider amending the FY 2012-2013 Recreation and Parks Department budget by \$18,840 to avoid a cost reduction strategy that resulted in reduced recreation facility operating hours.

Mayor Thomas stated that his impression is these part-time positions are very much needed and the reduction of operating hours at the Center is going to curtail the City's ability to provide a service to a very much needed population. Mayor Thomas asked why staff decided to cut these part-time positions, rather than find needed funding elsewhere within their budget.

Parks Superintendent Gillespie responded that the Department actually has a very small portion of its budget to draw from. Staff could not consider reductions in permanent staff positions and utilities which are fixed costs. On paper it is a \$6 million budget but when winnowing down the opportunities for reduction, there is not that much in that budget that is optional to them.

Mayor Thomas asked if staff is sure there is not \$18,840 in the Recreation and Parks Department budget that could be looked at any differently.

Parks Superintendent Gillespie responded that certainly is a possibility. There are always monies that can be reduced, but there are impacts.

Mayor Thomas stated that every City department went through the budget process and their staff stood by their department's budget. The City Council has received an abnormal number of requests from the Recreation and Parks Department, but the City Council is not receiving requests from other departments.

Council Member Mitchell stated that is unprecedented that a board or commission would request a budget amendment especially when the board or commission members are not involved with the budget process. He is assuming that by the Recreation and Parks Department developing their budget, the Commission stands beside it. Council Member Mitchell asked where is the Department's stance on this request from the Recreation and Parks Commission.

Parks Superintendent Gillespie responded this came up as an issue during the normal process of presenting the Recreation and Parks Department budget with the reductions to the Commission. It was pointed out that the reduction in hours of the Center was a concern of the Commission.

Council Member Mitchell stated the reduction in hours was not presented to the Commission until after the budget was passed.

Parks Superintendent Gillespie responded the reductions in hours were discussed with the Commission in May 2012.

Council Member Mitchell asked what is the Department's stance on this request for amending its budget.

Parks Superintendent Gillespie responded that the Recreation and Park Department's stance is that it has a limited area from which they can take the overall reductions. Staff took them from areas that they would prefer not to take them.

Motion was made by Council Member Mitchell and seconded by Mayor Pro-Tem Glover to deny the Recreation and Parks Department staff's request to be afforded the ability to make adjustments in recreation facility operating hours administratively, as it has done historically. He further moved to deny staff's recommendation that the City Council approve the Recreation and Parks Commission's request to amend the FY 2012-2013 budget by \$18,840 to avoid the cost reduction strategy of reduced recreation facility hours.

Council Member Blackburn stated that a very compelling case was made at the September 12, 2012 meeting of the Recreation and Parks Commission. Recreation and Parks Director Gary Fenton was able to describe the winnowing and maybe the City Council needs more details on the winnowing.

Motion was made by Council Blackburn and seconded by Council Member Mercer to table this item until November 2012 because the City Council is asking very specific questions and very specific details are required about why the choice was made to reduce the hours in this way.

Council Member Mitchell stated that this item was tabled for tonight's meeting for those same reasons mentioned. The Recreation and Parks Department was given directions for their budget, and the City of Greenville does not have any money to address these monthly situations. There are deficits in the City's budget and there are infrastructure and other needs.

Assistant City Manager Moton stated that staff's position is the adjustments that were made to the budget were appropriate given that staff is trying to bridge a gap. Nonetheless, if it was the pleasure of the City Council, contingency could be used. When the City Council and staff talked about budgeting during the last fiscal year, staff outlined out all of the strategies used by cities to bridge the gap and the reduction of services and hours and very general strategies were given. This is one response to trying to maintain good services, but at the same time present a balanced budget. At the August meeting, issues came up about the Sports Connection and there was a request by a Council Member that did not receive action and staff referred the matter back to the Recreation and Parks Commission. While there was not a vote, staff felt like the desire and will of that Council Member was being fulfilled by the Commission taking action on it.

Council Member Mercer asked is staff saying that during the budget process, staff explained to Council Members that there could be a reduction in hours.

Assistant City Manager Moton responded that early on in the budget process, he presented a white paper sponsored by the International Management Association in conjunction with the University School of Government that showed a range of responses from cities. It studied the responses that cities were making and it started with the most modest changes, i.e. reduction to service hours, layoffs, pay cuts, etc. Based on the City's budget, it was more on the modest end and no extreme changes were made, but there were modest adjustments, i.e. Sheppard Memorial Library resulting in the reduction of hours. In other departments, there was a reduction in some services that were not really core functions, but they were desirable during better times. One point that was made by Mr. Fenton was that during very good budget years, staff administratively increased the hours of operating facilities. There was extra money and more hours were added without going through a large process. In many ways, what that department's staff has done is recognize the option to reduce hours where the demand was the least.

Mayor Pro-Tem Glover stated that she is concerned about cutting part-time employees who are not earning that much. The City can cut part-time employees, but it will not make that much difference. The City will still have a high employment payout level, but staff learns to do what has to be done at tough budgetary times. Departments cannot continue to ask the City Council to change the budget. When she looked at all that was suggested, she wondered if there are any plans to fix the floor at the Eppes Center. People play ball on that court every day, and it is the most highly used gym in this entire city.

Parks Superintendent Gillespie stated that is a funded project and the floor replacement will occur in the near future.

Mayor Pro-Tem Glover stated it is difficult to cut hours in a low income area where children depend on being able to go to the gym and people are available to teach them how to play basketball and the children do not have anywhere else to go. She has problems with adding something on when things are not finished, i.e. South Greenville, which is a shameful eyesore. Mayor Pro-Tem Glover stated that the people who named Greenville Sportstown USA were not shown the South Greenville and West Greenville gyms. Only the beautiful recreational facilities that have been done were shown by the Recreation and Parks Department.

City Manager Lipscomb stated that she was not involved in the budget process and is willing to meet with the Department and look at the staffing for any savings or move some money around creatively. Her concern is the timing, but staff can bring it back in the first meeting in November 2012. This has gone on since the beginning of the fiscal year in July and those reductions have not been made.

Council Member Mitchell stated he would like for the City Manager to operate within the budget.

Council Member Joyner stated that he does not want the City to lay off any staff and cut the parks operation hours, but throughout the years the Recreation and Parks Department has always come back to the City Council to ask for extra money. If this will be worked out, it will be worked out within the Department's current budget even though it is a tough budget year.

Council Member Blackburn stated that the motion was made because this is very important and she is inclined to support the request. The Recreation and Parks Department is the last budget to make cuts especially since it will affect part-time employees and reduced hours and it will hurt the public. A comment was made about the Recreation and Parks Department not operating within its budget, but the City Council has made cuts across the board. This is an area that affects the public perhaps more than any other except for

sanitation. Some adjustments were made in sanitation because the effects would not be well received. She would like to table and ultimately approve this request.

Council Member Mercer withdrew his second to the motion to table the request until November; therefore, the motion died for the lack of a second.

Motion was made by Council Member Mercer and seconded by Council Member Smith to amend the original motion to instruct that the City Manager meet with the Department to come up with a plan of how to address the issue and to bring a report to the City Council in November 2012.

Council Member Joyner stated he would like to vote the request down and then at the same time have City Manager Lipscomb to look at the Department's budget to see if the staff can find some savings within the Department's budget to return the part-time employees to their normal hours at the Teen Center.

Council Member Mitchell stated that the City is being fiscally irresponsible and giving mixed signals to City staff on how the City is going forth with its budget. A budget process was created this year that was supposed to be more intense than any other. The budget was given to staff and they came back with how they wanted to enact that budget. The Recreation and Parks Commission is not a part of the budgetary process and he does not understand how a Commission can ask for a budget amendment without direction from the staff. The reason he is not accepting the amendment is because he believes the City Council should deny this request. If the City Manager and the Recreation and Parks Department staff feel that there is a way for the Department to operate within its budget then that is their decision. Council Member Mitchell asked has staff done anything about the Bradford Creek Golf Course cutting hours and making that more efficient or is it continuing to operate without a budget yet and is the City still losing money on that.

Parks Superintendent Gillespie stated that staff cannot reduce hours and he believes the numbers for the golf course are going to look pretty good at the end of the year. Council Member Mitchell asked is the golf course meeting the 90 percent threshold because the City Council asked staff to incorporate that within the Department's budget. If the threshold is above 90 percent, that will be a shortfall that the City will have to cover at the end of the year.

Parks Superintendent Gillespie stated for the past year it was 96.4 percent recovery. That is not a final number because he does not have all of the information.

Council Member Mitchell stated that the City Council and staff should be looking at this on a monthly basis as opposed to the end of the year so that if the City is in a \$1 million deficit something can be done about it.

Council Member Mercer stated that the amendment that he is offering respects both the Recreation and Parks Commission and staff's recommendations. He is in favor of the amendment.

Mayor Pro-Tem Glover stated the City is doing an efficiency study for the Recreation and Parks Department. Parks are much needed, but at the same time the City cannot bleed the budget for the needs of parks when there are other needs. When staff submits a budget to the City Council and says that departments can work within that budget, then that is what the City Council expects to happen. The City Council has to be fiscally responsible for the taxpayers' money and to make sure that what the City is doing is efficient and working for everybody all over the City. There has to be good governance when looking at the City's money and the budget is already at a deficit for the upcoming year.

Council Member Blackburn stated that as an advocate for parks it is her responsibility to support restoring these hours, the City should find the money for these needs in the Recreation and Parks Department. If the Department is asking for money it is because the City Council and the public are constantly asking them to do more. She is not in favor of the amendment.

The motion to amend the original motion by adding instruction to the City Manager to bring back recommendations on how to address issues within the current budget failed with 2:4 Vote. Council Members Mercer and Smith voted in favor of the amendment to the motion to deny the request and Mayor Pro-Tem Glover and Council Members Blackburn, Mitchell and Joyner voted in opposition.

Motion was made by Council Member Joyner and seconded by Council Member Mitchell to call the question. Motion passed with 4:2 Vote. Mayor Pro-Tem Glover and Council Members Smith, Mitchell and Joyner voted in favor and Council Members Mercer and Blackburn voted in opposition.

The original motion to deny the request to amend the Recreation and Parks Department budget passed with 4:2 Vote. Mayor Pro-Tem Glover and Council Members Smith, Mitchell and Joyner voted in favor and Council Members Mercer and Blackburn voted in opposition.

City Manager Lipscomb stated that at her discretion, she will meet with the Recreation and Parks Commission to assist in bringing their budget back in line and develop a plan.

COMMENTS BY MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

City Manager Barbara Lipscomb stated that the North Carolina League of Municipalities 2012 Annual Conference is scheduled for October 21-23, 2012 and several elected officials and staff will be attending the conference. Also, as of to date, there is no business for the third City Council meeting in October. Therefore, she is requesting that the City Council cancel its October 22, 2012 meeting.

Motion was made by Council Member Blackburn and seconded by Council Member Mercer to cancel the October 22, 2012 City Council meeting. Motion carried unanimously.

CLOSED SESSION

Council Member Blackburn moved to enter closed session in accordance with G.S. §143-318.11(a)(1) 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 laws rendering the information as privileged or confidential being the Personnel Privacy Statute and the Open Meetings Law and in accordance with G.S. §143-318.11(a)(5) to establish or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease. The property being discussed is owned by Burney and Burney Construction Company, Inc., consists of Tax Parcel #14235 on Fleming School Road and is intended to be used for park purposes. Council Member Mercer seconded the motion, which passed by unanimous vote

Mayor Thomas declared the City Council in closed session at 11:53 pm and called a brief recess to allow Council Members time to relocate to the City Council's ante-room adjacent to the Council Chambers.

Upon conclusion of closed session discussion, motion was made by Council Member Smith and seconded by Council Member Joyner to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 12:10 am.

ADJOURNMENT

Motion was made by Council Member Smith and seconded by Council Member Joyner to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 12:11 p.m.

Respectfully Submitted



Polly Jones
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center

Explanation: **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. The Memorandum of Understanding (MOU) to continue this cooperative effort is proposed to be approved. The goal is to provide a multidisciplinary community center in an attempt to meet the needs of West Greenville.

Explanation: The City of Greenville acquired the property in the Fall of 2006, which now comprises the Lucille W. Gorham Intergenerational Center. On September 15, 2006, the City and East Carolina University entered into a Memorandum of Understanding for the provision of services, lease of a building, and site management of the Intergenerational Center. The Memorandum of Understanding expires on February 28, 2013, and East Carolina University has agreed to continue the cooperative effort with the City of Greenville in order to provide a multidisciplinary community center in an attempt to meet needs that exist in West Greenville.

The Memorandum of Understanding is for a one-year period with a provision that it may be extended for additional terms upon mutual agreement. The MOU provides that the University will lease the first floor of the Lessie Bass Building. It provides that the University will provide services and activities at the Lessie Bass Building and that it will coordinate with a planning team relating to the services and activities. The planning team consists of persons appointed by the University and members of the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc. (a nonprofit corporation whose representatives have been working closely with the University in the activities and services at the Lessie Bass Building). The MOU recognizes that the second floor of the Lessie Bass Building may be leased to this nonprofit and provides that the University will cooperate with the shared use of the building. The MOU also provides that the University will provide site management for the Center by developing regulations relating to the use of the Center by the tenants of the

Center. Currently, the Little Willie Center, Inc., the State of North Carolina, and the Lucille W. Gorham Intergenerational Community Center, Inc. are tenants on the property.

The only difference between the current MOU and the proposed MOU relates to the advisory board to the planning team. The proposed MOU provides that community partners such as the Little Willie Center and Pitt Community College are to be on the advisory board. It also specifically provides that the planning team is to solicit input from the advisory board and provide information to the advisory board about the planning team's activities. Both of these were occurring, but now it is stated in the MOU.

ECU has agreed with the provisions of the MOU. A copy of the Memorandum of Understanding is attached.

Fiscal Note:

There are expenses to the City included in the Public Works Department budget for maintaining the buildings and grounds at the Lucille W. Gorham Intergenerational Center.

Recommendation:

Approval of the Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center.

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

Attachments / click to download

[Map of Lucille W. Gorham Intergenerational cEnter](#)

[2013 MOU in regards to Intergenerational Center and ECU 946248](#)

NORTH CAROLINA
PITT COUNTY

MEMORANDUM
OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this the _____ day of February, 2013, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the CITY, and East Carolina University, a constituent institution of the University of North Carolina pursuant to N. C. GEN. STAT. 116-1, *et seq.*, Party of the Second Part and hereinafter referred to as the UNIVERSITY;

WITNESSETH:

WHEREAS, North Carolina General Statute 160A-456 authorizes the CITY to engage in community development programs and activities, North Carolina General Statute 160A-492 authorizes the CITY to undertake and engage in human relations programming and activities, and North Carolina General Statute 160A-353 authorizes the CITY to operate recreational facilities;

WHEREAS, North Carolina General Statute 160A-274 authorizes the CITY to lease, upon such terms and conditions it deems wise, to any other governmental unit any interest in real property and North Carolina General Statute 160A-20.1 authorizes the CITY to contract with any person, association, or corporation to carry out a public purpose that the CITY is authorized by law to engage in;

WHEREAS, the UNIVERSITY'S involvement in this cooperative effort is part of its mission of service to promote economic development, community engagement, and to provide educational and service opportunities for its faculty and students; and

WHEREAS, the CITY and the UNIVERSITY have agreed to partner and cooperate with each other in order to operate the facilities known as the Lucille W. Gorham Intergenerational Center.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the CITY and the UNIVERSITY agree as follows:

1. Purpose. The purpose of this Memorandum of Understanding is to provide for a

cooperative effort between the CITY and the UNIVERSITY for the operation of the Lucille W. Gorham Intergenerational Center in order to provide a multidisciplinary community center in an attempt to meet needs that exist in West Greenville. To the extent possible and consistent with the missions, resources, and operational limitations of the parties, this purpose will be accomplished by providing services and activities in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, and social work.

2. Definition of Center. For the purpose of this Memorandum of Understanding, the Lucille W. Gorham Intergenerational Center is defined as the property and buildings shown on the attached Exhibit A which is incorporated herein by reference. Buildings located upon the property, as shown on Exhibit A, are the former Sanctuary, former Rectory, former Annex, former School, and the Lessie Bass Building. The Lucille W. Gorham Intergenerational Center is hereinafter referred to as the CENTER. Whenever the CENTER is referred to in this Memorandum of Understanding it does not mean the legal entity of the Lucille W. Gorham Intergenerational Community Center, Inc.

3. Lease. The UNIVERSITY shall lease from the CITY the first floor of the Lessie Bass Building. The lease shall be on the terms as established in a separate lease agreement attached hereto as Exhibit B. It is understood and agreed that the second floor of the Lessie Bass Building, in part or whole, may be leased to the Lucille W. Gorham Intergenerational Community Center, Inc. In the event of such a lease for all or part of the second floor, the UNIVERSITY will cooperate with the Lucille W. Gorham Intergenerational Community Center, Inc. in connection with access to the Lessie Bass Building, the provision of services at the Lessie Bass Building, and other matters relating to the shared use of the Lessie Bass Building.

4. Services at the Lessie Bass Building. During the term of the lease agreement between the CITY and the UNIVERSITY described in Paragraph 3, above, the UNIVERSITY will operate programs and activities at the Lessie Bass Building in order to meet the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in the sole discretion of the UNIVERSITY, after

receipt and consideration of input from the planning team hereinafter described, in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and evaluation services, health services, business services, culture and fine arts services, and grant writing support. Subject to availability of appropriate and adequate resources, including but not limited to funding and personnel, the specific programs and activities proposed to be provided by the UNIVERSITY at the Lessie Bass Building are as follows:

- (a) Availability of social work services via UNIVERSITY faculty and/or students;
- (b) Coordination of a planning team to convene on-site at the CENTER on the second Friday of each month. The planning team will consist of the director of UNIVERSITY programs and activities at the Lessie Bass Building, five (5) UNIVERSITY faculty members, appointed by the UNIVERSITY, with at least one (1) of the five (5) being from the UNIVERSITY College of Human Ecology, and five (5) members of the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc., appointed by the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc. The planning team will provide consultation and advice regarding issues that pertain to the development of proposals for, administration and delivery of the services and activities of the CENTER and report those issues to the UNIVERSITY and the CITY. The planning team will solicit input from the advisory board referenced in subparagraph (f) below and will provide the advisory board information about the planning team's actions;
- (c) Provision of programmatic assessment and evaluation services to all tenants who occupy space and propose to deliver services and activities at the CENTER;
- (d) Requirement of semi-annual service reports from all tenants of the CENTER. The service reports will become a part of the annual service provider evaluation and assessment report generated by the UNIVERSITY;
- (e) Coordination of funding possibilities and grant proposals for the UNIVERSITY and, as appropriate, other tenants relating to use of the CENTER based on needs that exist in West Greenville;
- (f) Provision of assistance for an advisory board relating to the CENTER to consist of representatives from the community, the Lucille W. Gorham Intergenerational Community Center, Inc., CITY, UNIVERSITY, and community partners such as the Little Willie Center, Inc. of Pitt County and Pitt Community College, said advisory board to provide input to the UNIVERSITY on the tenants as provided in Paragraph 5 and to provide input on other matters relating to the CENTER to

the planning team as provided in subparagraph (b) above; and

- (g) Provision of such other services and programs determined to be appropriate by the UNIVERSITY after receipt and consideration of input from the planning team hereinbefore described.

5. Other Tenants. If vacancies occur, the UNIVERSITY will recruit, assess, and approve the tenants that will be providing services and activities at the buildings located at the CENTER other than the first floor of the Lessie Bass Building which will be used by the UNIVERSITY and other than the former Sanctuary which will not be leased to a tenant but, instead, will be used as a community building for meetings, programs and events approved by the UNIVERSITY. In determining the tenants, the UNIVERSITY will establish and utilize a process which includes input from an advisory board consisting of representatives from the community, Lucille W. Gorham Intergenerational Community Center, Inc., CITY, UNIVERSITY, and community partners such as the Little Willie Center, Inc. of Pitt County and Pitt Community College. The tenants, if any, shall be chosen by the UNIVERSITY after soliciting input from the advisory board with the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, and social work. The CITY will be the lessor in the lease with each tenant located at the CENTER.

6. Utilities, Maintenance and Repairs. The CITY or the tenant as provided in a lease will be responsible for the expense for the utilities (not including telephone services and network connections), maintenance, and repairs of all buildings located at the CENTER except that, during the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible for the expense for telephone and network connections serving or used for that portion of the Lessie Bass Building leased to UNIVERSITY and the UNIVERSITY will be responsible for the expense of utilities at the Lessie Bass Building. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible, at the tenant's expense, for utilities, telephone and network connections unless the CITY determines otherwise. The lease of each tenant of a building, or portion of a building,

located at the CENTER shall provide that the tenant leases the property in its existing condition and that the tenant shall make no material alterations, additions, improvements, or renovations to the property without the prior approval of the CITY.

7. Operation Expenses. During the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible for providing, at its expense, the staffing, furniture, equipment, supplies, and other items necessary for its programs and activities in that portion of the Lessie Bass Building leased by the UNIVERSITY. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible for providing, at the tenant's expense, the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which they conduct.

8. Housekeeping Services. During the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible, at its expense, for housekeeping, cleaning, and janitorial services for that portion of the Lessie Bass Building leased by the UNIVERSITY. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible, at the tenant's expense, for housekeeping, cleaning, and janitorial services at the buildings or portions of building used by them for the provision of programs and activities at the CENTER.

9. Report. The UNIVERSITY will provide a written report to the CITY on an annual basis which describes the services being provided at the CENTER, describes issues related to the CENTER, and evaluates the activities and effectiveness of the programs and activities being provided at the CENTER.

10. Site Management Duties. In addition to recruiting, assessing, and approving tenants, the UNIVERSITY will develop regulations relating to the use of the CENTER by the tenants, said regulations to include, but not be limited to, the manner to resolve any disputes or conflicts involving the tenants and the manner to respond to complaints by the tenants, which shall be made binding upon the tenants under the terms of their respective leases. It is understood and agreed that said regulations shall not result in a fee or a charge to a tenant unless

the tenant expressly agrees. Additionally, the UNIVERSITY will advise the CITY of any needed repairs or maintenance. The CITY will make repairs in an expedient manner. The payment of any rental amounts from tenants shall be made directly to the CITY and will be retained by the CITY.

11. Hold Harmless. To the extent permitted and limited by the laws of North Carolina, the CITY will indemnify and hold the UNIVERSITY harmless from any liabilities which are associated with its activities as the owner of the CENTER, and its activities relating to its responsibilities as described in this Memorandum of Understanding to the extent that such liability for damages is caused by or results from the acts of the CITY, its officers or employees. The UNIVERSITY will be responsible for the conduct of its officers and employees arising out of the performance of this Memorandum of Understanding to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of the UNIVERSITY, its officers or employees. The lease of each tenant located at the Intergenerational Center shall provide that, to the extent permitted and limited by the laws of North Carolina, the tenant will indemnify and hold the CITY and the UNIVERSITY harmless from any liabilities associated with the programs and activities conducted by the tenant at the CENTER.

12. Naming of Center and Buildings. The CITY shall have the sole right to name the CENTER and the individual buildings located at the CENTER. No signs shall be erected at the CENTER without the express written approval of the CITY. The CITY will consult with the UNIVERSITY prior to naming the CENTER and the individual buildings located at the CENTER and prior to approving the erection of any signs at the CENTER. The lease of each tenant located at the CENTER shall provide that the CITY has the sole right to name the CENTER and the individual buildings located at the CENTER and that no signs shall be erected at the CENTER without the express written approval of the CITY.

13. Duration. The term of this Memorandum of Understanding shall be for a period

of one (1) year commencing on March 1, 2013. This Memorandum of Understanding may be extended for an additional term(s) upon the mutual written agreement of the parties.

14. Amendment. This Memorandum of Understanding contains the entire understanding of the parties and shall not be altered, amended, or modified, except by an agreement in writing executed by the duly authorized officials of both the UNIVERSITY and the CITY.

15. Governance. This Memorandum of Understanding shall be governed by the laws of the State of North Carolina.

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

CITY OF GREENVILLE

By: _____
Allen M. Thomas, Mayor

EAST CAROLINA UNIVERSITY

By: _____
Steve Ballard, Chancellor

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

Exhibit A: Lucille W. Gorham Intergenerational Center



Boundary of Property

Building	Name
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building

0

205

410 Feet



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Resolution approving a lease agreement with the State of North Carolina for the first floor of the Lessie Bass Building located at 1100 Ward Avenue.

Explanation: **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2006, the State of North Carolina has leased the first floor of the Lessie Bass Building, a component of the Center. It is proposed to renew this lease.

Explanation: The State of North Carolina has been leasing the first floor of the Lessie Bass Building at the Lucille W. Gorham Intergenerational Center since November 2006. The lease expires on February 28, 2013. It is desired to continue leasing the property to the State of North Carolina.

The first floor of the Lessie Bass Building has been leased for the purpose of East Carolina University offering programs and activities in order to meet the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville. The University has been working closely with the community in providing these programs and activities - in particular with the nonprofit corporation Lucille W. Gorham Intergenerational Community Center, Inc. This nonprofit is leasing the second floor of the Lessie Bass Building under a separate lease agreement, and both the University and the nonprofit will be working together as set forth in the memorandum of understanding relating to the Lucille W. Gorham Intergenerational Center.

East Carolina University has agreed with the terms of the lease. The lease is for a one-year term with a provision for an extension for two additional one-year terms upon mutual agreement. The terms and conditions of the previous lease remain basically the same. This includes an annual rental payment to the City in the amount of \$24,999. A copy of the lease is attached.


Notice of Council's intent to approve the lease has been published as required by law.

Fiscal Note: Twenty-four thousand nine hundred ninety-nine dollars (\$24,999) is to be received as an annual rental payment each year.

Recommendation: Approval of the attached resolution approving the lease agreement with the State of North Carolina and authorizing the City Manager to sign the lease agreement.

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

Attachments / click to download

 [1st Floor Map](#)

 [2013_Resolution_approving_Lease_Agreement_for_School_Building__with_State_of_North_Carolina_at_Intergenerational_Center_946295](#)

 [Ward_Avenue_Lease_855325](#)

RESOLUTION - 13
RESOLUTION APPROVING LEASE AGREEMENT WITH
THE STATE OF NORTH CAROLINA

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the State of North Carolina, for the property located on the first floor of the Lessie Bass Building located at 1100 Ward Avenue, Greenville, North Carolina, for a term of one (1) year with a provision for an extension for two additional one-year terms upon mutual agreement, and for an annual rental payment of twenty-four thousand nine hundred ninety-nine dollars (\$24,999).

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to execute the Lease Agreement for and on behalf of the City of Greenville.

This the 11th day of February, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF PITT

THIS LEASE AGREEMENT, made and entered into this the ____ day of February, 2013, by and between the **City of Greenville**, hereinafter designated as Lessor, and the **State of North Carolina**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Greenville, County of Pitt**, North Carolina, more particularly described as follows:

Being ±1,806 square feet of office space located at the Lessie Bass Building, First Floor, 1100 Ward Avenue, Greenville, Pitt County, North Carolina. (Exhibit A – Floor Plan Attached)

(ECU – Intergenerational Center)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of one (1) year commencing on the **1st day of March, 2013**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **28th day of February, 2014**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$24,999.00** per annum, which sum shall be paid in equal monthly installments of **\$2,083.25**, said rental to be payable within fifteen (15) days from receipt an original invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

RENEWAL

This lease agreement may be renewed for two (2) additional one (1) year periods upon mutual agreement in writing by Lessor and Lessee and in the event of such renewal, all of the terms and conditions of this lease agreement shall continue in full force and effect.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.
- C. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- D. Parking.
- E. The leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- F. Any fire or safety inspection fee and stormwater fee will be paid by Lessor.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease

is an extension or renewal shall be and remain the property of the Lessee, and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises were destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term, or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premises leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **c/o City Manager, Post Office Box 7207, Greenville, North Carolina 27835-7207** and the Lessee, **c/o Associate Vice Chancellor for Administration and Finance – Business Services, ECU, 224 Ragsdale Building, Greenville, North Carolina 27858-4353**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

Speros J. Fleggas
Deputy Secretary

CITY OF GREENVILLE

Barbara Lipscomb
City Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State
aforesaid, do hereby certify that **Speros J. Fleggas**, personally appeared before me this date
and acknowledged the due execution of the foregoing instrument as the Deputy Secretary of the
Department of Administration of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2013.

Notary Public

Print Name

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and
State aforesaid, do hereby certify that Barbara Lipscomb, personally came before me this day and
acknowledged the due execution of the foregoing instrument as City Manager of the City of
Greenville for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2013.

Notary Public

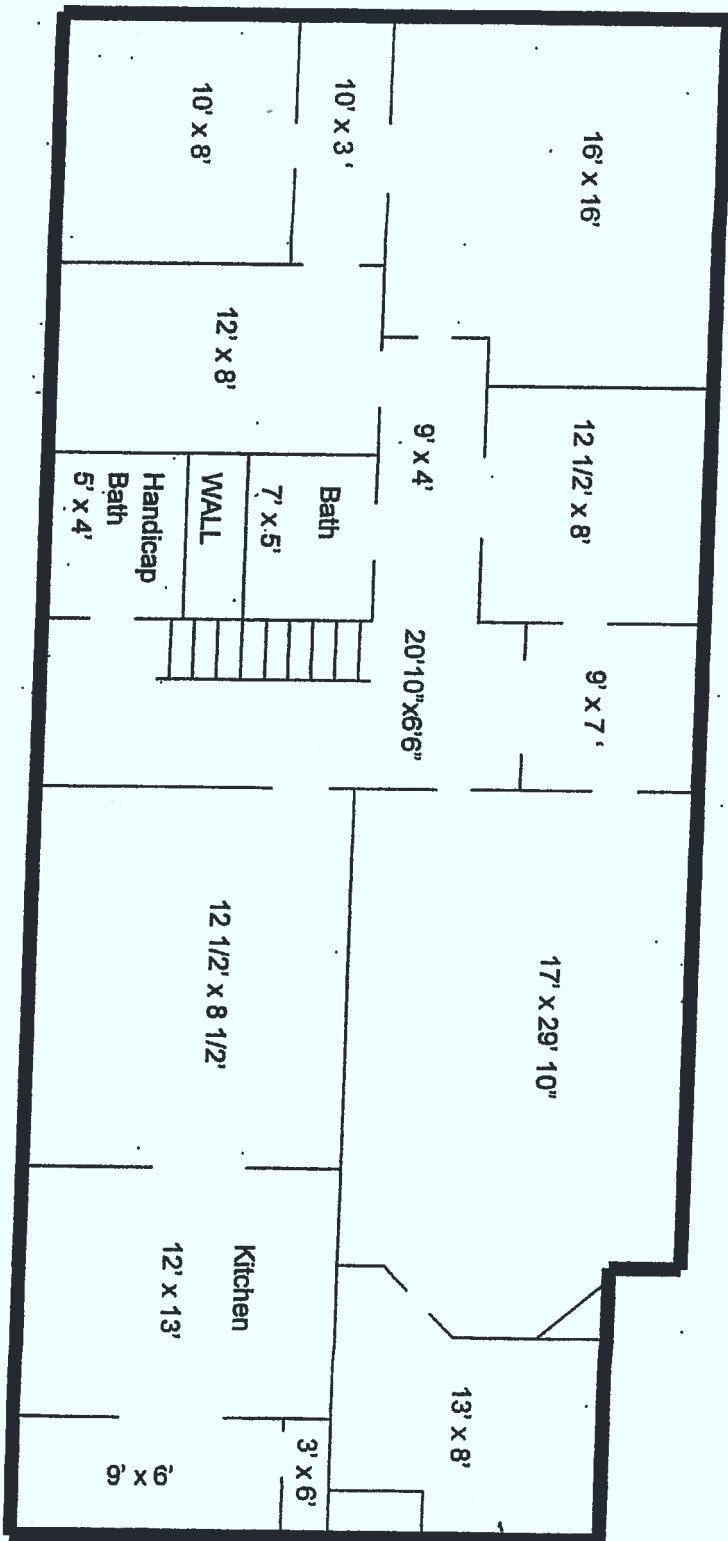
Print Name

My Commission Expires:

Exhibit A

LESSIE BASS BUILDING

First Floor Plan





City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Resolution approving a lease agreement with Lucille W. Gorham Intergenerational Community Center, Inc. for the second floor of the Lessie Bass Building located at 1100 Ward Avenue

Explanation: **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2010, a community based nonprofit corporation (Lucille W. Gorham Intergenerational Community Center, Inc.) has leased the second floor of the Lessie Bass Building, a component of the Center. It is proposed to renew this lease.

Explanation: The Lucille W. Gorham Intergenerational Community Center, Inc. has leased the second floor of the Lessie Bass Building since March 1, 2010. The current lease expires on February 28, 2013. It is desired to continue leasing the property to the Lucille W. Gorham Intergenerational Center, Inc.

The Lucille W. Gorham Intergenerational Community Center, Inc. has agreed with the terms of the lease. The lease is for a one-year term with a provision for an extension for two one-year terms upon mutual agreement. The annual rental amount is a nominal amount of \$1. The lease also provides for the nonprofit to cooperate with East Carolina University relating to matters involving the shared use of the Lessie Bass Building. A copy of the lease is attached.

Notice of Council's intent to approve the lease has been published as required by law.

Fiscal Note: \$1 to be received as an annual lease payment each year.

Recommendation: Approve the attached resolution approving the lease agreement with the Lucille W. Gorham Intergenerational Community Center, Inc. and authorizing the City Manager to sign the lease agreement

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Attachments / click to download

[Site Map](#)

[Resolution approving Lease Agreement with Lucille Gorham Intergenerational Center 853659](#)

[Lease Agreement Lucille W. Gorham 2nd floor Lessie Bass Building 853456](#)

RESOLUTION - 13
RESOLUTION APPROVING LEASE AGREEMENT WITH
LUCILLE W. GORHAM INTERGENERATIONAL COMMUNITY CENTER, INC.

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the Lucille W. Gorham Intergenerational Community Center, Inc., for the property located on the second floor of the Lessie Bass Building located at 1100 Ward Avenue, Greenville, North Carolina, for a term of one (1) year with a provision for an extension for two additional one-year terms upon mutual agreement, and for an annual rental payment of one dollar.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to execute the Lease Agreement for and on behalf of the City of Greenville.

This the 11th day of February, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of February, 2013, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and Lucille W. Gorham Intergenerational Community Center, Inc., a North Carolina non-profit corporation, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

The office space located on the second floor of the Lessie Bass Building located at 1100 Ward Avenue, Greenville, North Carolina.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for a period of one (1) year, commencing on the 1st day of March, 2013, and expiring on the 28th day of February, 2014. The term of this Lease Agreement may be extended for two (2) additional one (1) year periods upon mutual agreement in writing by the LESSOR and LESSEE and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in full force and effect.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of March of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall conduct programs and activities at the leased premises which relate to a multidisciplinary community center in order to meet the needs of West Greenville including, but not limited to, youth development, adult education, job training and placement, home ownership counseling, and social work. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for providing the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which the LESSEE conducts.

4. Parking Lot and Common Areas.

LESSEE shall have the use of the parking lot at the Lucille W. Gorham Intergenerational Center and the common areas, as designated by the LESSOR, of the Lucille W. Gorham Intergenerational Center on the same basis and pursuant to the same regulations and

requirements as applicable to other persons and entities that are leasing portions of the Lucille W. Gorham Intergenerational Center. For the purpose of this Lease Agreement, the Lucille W. Gorham Intergenerational Center is defined as the property and buildings shown on the attached Exhibit A which is herein incorporated by reference.

5. Intergenerational Center.

LESSOR and LESSEE understand and agree that this Lease Agreement and the programs and activities being provided by the LESSEE at the leased premises are a component of the efforts of the LESSOR and East Carolina University to provide, at the Lucille W. Gorham Intergenerational Center, a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: adult education, job training and placement, home ownership readiness counseling, and social work. LESSEE understands and agrees that East Carolina University will develop regulations relating to the use of the Lucille W. Gorham Intergenerational Center by the tenants of the Lucille W. Gorham Intergenerational Center. It is understood and agreed that said regulations shall not result in a fee or a charge to the LESSEE unless the LESSEE expressly agrees. The LESSEE agrees that the regulations relating to the use of the Lucille W. Gorham Intergenerational Center which are developed by East Carolina University shall be binding upon the LESSEE. The LESSEE shall comply with the regulations relating to the use of the Lucille W. Gorham Intergenerational Center which are developed by East Carolina University. Additionally, the LESSEE shall cooperate with East Carolina University and the other tenants of the Lucille W. Gorham Intergenerational Center in order to assist in the effort to provide a multidisciplinary community center at the Lucille W. Gorham Intergenerational Center in order to meet needs that exist in West Greenville.

6. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. Within thirty (30) days of a request, the LESSEE shall provide a written report to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Lucille W. Gorham Intergenerational Center can be generated.

7. Signage.

No signs shall be erected on the leased premises or the Lucille W. Gorham Intergenerational Center without the prior written approval of the LESSOR. It is understood and agreed that the LESSOR has the sole right to name the Lucille W. Gorham Intergenerational Center and the buildings located at the Lucille W. Gorham Intergenerational Center.

8. Shared Use of Building.

It is understood that the LESSEE is only leasing the second floor of the Lessie Bass Building and that the first floor of the Lessie Bass Building is being leased by the State of North Carolina for use by East Carolina University. The LESSEE will cooperate with East Carolina University in connection with access to the Lessie Bass Building, the provision of services at the Lessie Bass Building, and other matters relating to the shared use of the Lessie Bass Building. In

the event there is a conflict relating to any matter involving the shared use of the Lessie Bass Building which cannot be resolved by the LESSEE and East Carolina University, the LESSEE shall comply with the decision of East Carolina University relating to the unresolved matter involving the shared use of the Lessie Bass Building since it is understood and agreed that East Carolina University has the primary use of the Lessie Bass Building and LESSEE has a supplemental use of the Lessie Bass Building.

9. Repairs and Maintenance.

LESSEE agrees to accept the leased premises in its existing condition. The LESSOR shall, at its expense, be responsible for the following maintenance at the leased premises:

- (a) Maintenance of heating and air conditioning systems, electrical facilities, lighting fixtures and sockets, hot and cold water facilities, and toilet facilities.
- (b) Maintenance of lawns and parking areas.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

The LESSOR shall be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, heating and air conditioning filter pads, and broken glass.

The LESSEE shall, at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

10. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

11. Utilities.

It is understood that East Carolina University is responsible for the utility expense at the Lessie Bass Building. Therefore, the LESSEE shall not be responsible for providing and paying for any charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all similar charges in connection with the occupancy of the leased premises.

12. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

13. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

14. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

15. Indemnity.

To the extent permitted and limited by the laws of North Carolina, LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees from and against any and all liabilities, claims, and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises. To the extent permitted and limited by the laws of North Carolina, LESSEE agrees to indemnify and hold harmless East Carolina University and its officers and employees from and against any and all liabilities, claims, and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises.

16. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

17. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of

thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

18. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased property or upon the right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

19. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities except in connection with access relating to the shared use of the Lessie Bass Building with East Carolina University. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment. In addition, East Carolina University shall have the right to access the leased premises in what reasonably appears to be an emergency situation (e.g. the presence of smoke) for purposes of taking action believed necessary to preserve the health or safety of persons or property. East Carolina University will make a good faith effort to contact a representative of LESSEE by telephone prior to accessing the leased premises if the situation allows, but in any event will notify LESSEE that such access has been made immediately afterward. LESSEE will provide emergency contact information to East Carolina University and update the same as necessary.

20. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

21. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:
Lucille W. Gorham Intergenerational
Community Center, Inc.
Gracie M. Vines, Registered Agent
1104 Ward Street
Greenville, NC 27834

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

22. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

23. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

24. Memorandum of Understanding.

It is understood that the LESSOR and East Carolina University have entered into a Memorandum of Understanding for the purpose of providing a cooperative effort between the LESSOR and East Carolina University for the operation of the Lucille W. Gorham Intergenerational Center in order to provide a multidisciplinary community center in an attempt to meet needs that exist in West Greenville.

25. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

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

CITY OF GREENVILLE

BY: _____
Barbara Lipscomb, City Manager

**LUCILLE W. GORHAM
INTERGENERATIONAL
COMMUNITY CENTER, INC.**

BY: _____
Gracie M. Vines, Co Chair

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2013.

Notary Public

Print Name

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Gracie M. Vines, Co Chair of the Lucille W. Gorham Intergenerational Community Center, Inc., personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2013.

Notary Public

Print Name

My Commission Expires: _____

Exhibit A: Lucille W. Gorham Intergenerational Center



Boundary of Property

Building	Name
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Resolution approving a lease agreement with The Little Willie Center, Inc., of Pitt County for the rectory and annex buildings at the Lucille W. Gorham Intergenerational Center

Explanation: **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2007, the Little Willie Center, Inc. of Pitt County has leased the rectory and annex buildings at the Center. It is proposed to renew this lease.

Explanation: The Rectory and Annex buildings located at the Lucille W. Gorham Intergenerational Center have been leased by The Little Willie Center, Inc. of Pitt County since 2007. The current lease expires on February 28, 2013. It is desired to continue leasing the property to The Little Willie Center.

The lease is for a one-year period beginning on March 1, 2013, with a provision that it can be extended for two (2) additional one (1) year periods upon mutual agreement. The lease payment is \$1 per year. The Little Willie Center is responsible for all utility expenses and all housekeeping, cleaning, and janitorial expenses for the building. The Little Willie Center is responsible for maintenance and repairs for the building except that repairs greater than \$500 are to be shared equally and only occur upon agreement of both the City and the Little Willie Center. The City is responsible for maintenance of the heating and air conditioning system, maintenance of lawns and parking areas, and fire extinguisher servicing, pest control, and outside trash disposal. A copy of the lease is attached.

Notice of Council's intent to approve the lease has been published as required by law.

Fiscal Note: The rental payment in the lease is \$1 per year.

Recommendation: Approve the attached resolution approving the lease agreement with the Little Willie Center and authorizing the City Manager to sign the lease agreement.

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

Attachments / click to download

[Site Map](#)

[2013 Resolution approving Lease Agreement with the Little Willie Center at Intergenerational Center 946269](#)

[2013 Little Willie Cener Lease Intergenerational Center Rectory and Annex 946287](#)

RESOLUTION - 13
RESOLUTION APPROVING LEASE AGREEMENT WITH
THE LITTLE WILLIE CENTER, INC., OF PITT COUNTY

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the Little Willie Center, Inc., of Pitt County for a portion of the Intergenerational Center Property consisting of the Rectory and the Annex, for a term of one (1) year, with the provision that it can be extended for two (2) additional one (1) year periods upon mutual agreement, and for an annual rental payment of one dollar;

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to execute the Lease Agreement for and on behalf of the City of Greenville.

This the 11th day of February, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of February, 2013, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and Little Willie Center, Inc. of Pitt County, a North Carolina non-profit corporation, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A portion of the Intergenerational Center Property consisting of Rectory and Annex, said portion being leased being "B" and "C", as shown on Exhibit A and being hereinafter referred to as the leased premises, said Exhibit A is attached hereto and herein incorporated by reference.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for one (1) year, commencing on the 1st day of March, 2013, and expiring on the 28th day of February, 2014. The term of this Lease Agreement may be extended for two (2) additional one (1) year periods upon mutual agreement in writing by the Lessor and Lessee and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in force and effect.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of December of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall conduct programs and activities at the leased premises which relate to the delivery of tutoring and mentoring services for latch-key (home-alone) children and similar activities which have been conducted by the LESSEE at the leased premises pursuant to a previous lease arrangement. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for providing the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which the LESSEE conducts.

During the term of this Lease Agreement, the LESSEE shall not reinstall a chain link fence in the front yard of the property leased by the LESSEE at 807 West Fifth Street. During the term of this Lease Agreement, the LESSEE shall not place any outdoor play equipment,

picnic tables or similar items on the property leased by LESSEE at 807 West Fifth Street as long as said property is used by the LESSEE for administrative purposes. LESSEE may continue to use the property leased by the LESSEE at 807 West Fifth Street for a community garden provided that said use does not result in the reinstatement of a chain link fence in the front yard of the property or the placement of any outdoor play equipment, picnic tables, or similar items on the property.

4. Parking Lot, Playground, and Common Areas.

LESSEE shall have the use of the parking lot at the Intergenerational Center Property, the playground at the Intergenerational Center Property, and the common areas, as designated by the LESSOR, of the Intergenerational Center Property on the same basis and pursuant to the same regulations and requirements as applicable to other persons and entities that are leasing portions of the Intergenerational Center Property.

5. Intergenerational Center.

LESSOR and LESSEE understand and agree that this Lease Agreement and the programs and activities being provided by the LESSEE at the leased premises are a component of the efforts of the LESSOR and East Carolina University to provide, at the Intergenerational Center Property, a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: adult education, job training and placement, home ownership readiness counseling, and social work. LESSEE understands and agrees that East Carolina University will serve as the onsite property manager for the Intergenerational Center Property which means that East Carolina University, in addition to recruiting, assessing and approving tenants, will develop regulations relating to the use of the Intergenerational Center Property by the tenants. The LESSEE shall comply with the regulations relating to the use of the Intergenerational Center Property which are developed by East Carolina University. Additionally, the LESSEE shall cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center.

6. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. Within thirty (30) days of a request, the LESSEE shall provide information to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated.

7. Signage.

No signs shall be erected on the leased premises or the Intergenerational Center Property without the prior written approval of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that LESSEE shall be permitted to install a sign at both the Rectory and Annex which incorporates the LESSEE's logo subject to the written approval of the LESSOR as to the size and location of the sign. It is understood and agreed that the LESSOR has the sole

right to name the Intergenerational Center and the buildings located on the Intergenerational Center Property.

8. Existing Conditions.

LESSEE agrees to accept the leased premises in its existing condition.

9. Repairs and Maintenance.

The LESSOR shall, at its expense, be responsible for the following maintenance at the leased premises:

- (a) Routine, periodic maintenance for heating and air conditioning systems including, but not limited to, the replacement of filter pads.
- (b) Maintenance of lawns, parking areas, playgrounds, and common areas.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

Except as otherwise provided in this section, the LESSEE shall be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in a habitable and usable condition. The LESSEE shall, at its sole expense, keep the leased premises in good condition, reasonable wear and tear excepted. The LESSEE shall give the LESSOR notice of any repairs made. Notwithstanding the foregoing, in the event the repairs are major repairs, as defined herein, the LESSEE and LESSOR shall determine whether to complete the repairs prior to the repairs being completed by the LESSEE. If it is determined to complete the major repairs, then the major repairs shall be completed by the LESSEE and the LESSOR and LESSEE shall each pay fifty percent (50%) of the cost of the repairs. If it is determined to not complete the major repairs, then the LESSOR and the LESSEE shall each have the right to terminate this Lease Agreement, without breaching its obligations hereunder, by providing the other party with written notice of its decision to terminate and the leased premises shall be vacated by the LESSEE within sixty (60) days after notice. For the purpose of this paragraph, major repairs shall mean any repair for which the cost of repair exceeds FIVE HUNDRED DOLLARS (\$500).

The LESSEE shall, at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant, and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

10. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

11. Utilities.

The LESSEE shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the

occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

12. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

13. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that either building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

14. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

15. Indemnity.

To the extent permitted and limited by the laws of North Carolina, the LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises.

16. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

17. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

18. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer, or materialmen to become and remain a lien on the leased property or upon the right, title, or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify, and hold harmless the LESSOR from and in respect of any and all such claims.

19. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions, or alterations as may be necessary for the safety, preservation, or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

20. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement, may peacefully and quietly have, hold, and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

21. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:
Executive Director
Little Willie Center Inc. of Pitt County
807 W. Fifth Street
Greenville, NC 27834

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

22. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR and East Carolina University from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

23. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

24. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

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

CITY OF GREENVILLE

BY: _____
Barbara Lipscomb, City Manager

**LITTLE WILLIE CENTER, INC.
OF PITT COUNTY**

BY: _____
Marvin N. Arrington, Jr., Chairman

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2013.

Notary Public

Print Name

My Commission Expires:_____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Marvin N. Arrington, Jr., Chairman of Little Willie Center, Inc. of Pitt County, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2013.

Notary Public

Print Name

My Commission Expires:_____

Exhibit A: Lucille W. Gorham Intergenerational Center



Boundary of Property

Building	Name
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building

0

205

410 Feet



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Resolution approving a lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center

Explanation: **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2010, the State of North Carolina has leased the school building at the Center for a joint use with Pitt Community College. It is proposed to renew this lease.

Explanation: The former school building located at the Lucille W. Gorham Intergenerational Center has been leased by the State of North Carolina (for East Carolina University) since December 2010. Prior to that, it was leased by Pitt Community College beginning in 2007. The current lease expires on February 28, 2013. It is desired to continue leasing the property to the State of North Carolina.

East Carolina University and Pitt Community College have an arrangement in which they have a shared use of the school building. East Carolina University and Pitt Community College have a Use Agreement which allows Pitt Community College to conduct programs and activities at the school building. Pitt Community College's programs and activities at the school building will continue to relate to the delivery of a variety of adult education programs such as adult basic skills education, high school diplomacy/GED program, and occupational job skills training. East Carolina University's programs and activities at the school building will relate to the delivery of services consistent with the purpose of the Intergenerational Center, which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and evaluation services, health services, business services, culture and fine arts services, and grant writing support.

East Carolina University has agreed with the terms of the lease. The lease is for a one (1) year period beginning on March 1, 2013, with a provision that it can be

extended for two (2) additional one (1) year periods by mutual agreement. The lease payment is \$1 per year. ECU is responsible for all utility expenses and all housekeeping, cleaning, and janitorial expenses for the building. ECU is responsible for maintenance and repairs for the building except that repairs greater than \$500 are to be shared equally and only occur upon agreement of both the City and ECU. The City is responsible for maintenance of the heating and air conditioning system, maintenance of lawns and parking areas, and fire extinguisher servicing, pest control, and outside trash disposal. A copy of the lease is attached.

Notice of Council's intent to approve the lease has been published as required by law.

Fiscal Note: The rental payment in the lease is \$1 per year.

Recommendation: Approve the attached resolution approving the lease agreement with the State of North Carolina and authorizing the City Manager to sign the lease agreement .

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

Attachments / click to download

- [📄 Site Map](#)
 - [📄 Resolution approving Lease Agreement with State of NC for school building 946298](#)
 - [📄 Lease Agreement w the State of North Carolina City of Greenville Intergenerational Center 877055](#)
-

RESOLUTION - 13
RESOLUTION APPROVING LEASE AGREEMENT WITH
THE STATE OF NORTH CAROLINA

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the State of North Carolina, for a portion of the Intergenerational Center Property consisting of the school, for a term of one (1) year, with a provision that it can be extended for two (2) additional one (1) year periods by mutual agreement, and for an annual rental payment of one dollar.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager is hereby authorized to execute the Lease Agreement for and on behalf of the City of Greenville.

This the 11th day of February, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of February, 2013, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and the State of North Carolina, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A portion of the Intergenerational Center Property consisting of the school, said portion being leased being Building "D" as shown on Exhibit A and being hereinafter referred to as the leased premises, said Exhibit A is attached hereto and herein incorporated by reference.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for one (1) year, commencing on the 1st day of March, 2013, and expiring on the 28th day of February, 2014. The term of this Lease Agreement may be extended for two (2) additional one (1) year periods upon mutual agreement of the LESSOR and LESSEE and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in force and effect.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of December of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall conduct programs and activities at the leased premises which relate to the delivery of services which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and evaluation services, health services, business services, culture and fine arts services, and grant writing support. Additionally, LESSEE may allow Pitt Community College (hereinafter referred to as PCC), pursuant to a Use Agreement between the LESSEE and PCC, to conduct programs and activities at the leased premises which relate to the delivery of a variety of adult education programs, such programs to include, but not be limited to, Adult Basic Skills Education, High School Diplomacy/GED

Program, and occupational job skills training. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for providing the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which the LESSEE conducts.

4. Use Agreement with PCC.

It is understood and agreed that the LESSEE may enter into a Use Agreement with PCC which will allow PCC to conduct programs and activities at the leased premises in accordance with the limitation on the use of the leased premises set forth in section 3 of this Lease Agreement. Notwithstanding any provision of said Use Agreement, as between the LESSOR and the LESSEE, the LESSEE shall be responsible for any obligation or responsibility of the LESSEE as set forth in this Lease Agreement. In no event shall said Use Agreement provide for a charge to PCC for any fee, charge, or rental which exceeds an equitable sharing of an expense to be borne by LESSEE pursuant to this Lease Agreement. In no event shall said Use Agreement allow any use of the leased premises or extend any rights or privileges in addition to those allowed or conferred upon LESSEE pursuant to this Lease Agreement. Additionally, said Use Agreement shall require PCC to:

- (a) comply with the use limitations set forth in section 3;
- (b) comply with the regulations relating to use of the Intergenerational Center Property which are developed by East Carolina University in its capacity as the property manager for the Intergenerational Center Property as required by section 6;
- (c) cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center as required by section 6;
- (d) provide information to the LESSOR or its designee of the programs, activities and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated as required by section 7;
- (e) insure and keep in effect, at all times during the term of this Lease Agreement, at its own cost and expense, insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina and to provide the LESSOR with a certificate of insurance evidencing said coverage as required by section 13.
- (f) agree to indemnify and hold harmless, to the extent permitted and limited by the laws of North Carolina, the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated

- with the programs and activities conducted by PCC on or within the demised premises as required by section 16; and
- (g) observe all applicable local, state, and federal laws and regulations as they pertain to PCC's use and occupation of the leased premises and to indemnify and hold harmless the LESSOR and East Carolina University, to the extent permitted and limited by the laws of North Carolina, from and against any liability arising from such laws or regulations caused by PCC's use or occupation of the leased premises as required by section 23.

5. Parking Lot and Common Areas.

LESSEE shall have the use of the parking lot at the Intergenerational Center Property and the common areas, as designated by the LESSOR, of the Intergenerational Center Property on the same basis and pursuant to the same regulations and requirements as applicable to other persons and entities that are leasing portions of the Intergenerational Center Property.

6. Intergenerational Center.

LESSOR and LESSEE understand and agree that this Lease Agreement and the programs and activities being provided by the LESSEE and PCC, pursuant to the Use Agreement between the LESSEE and PCC, at the leased premises are components of the efforts of the LESSOR and East Carolina University to provide, at the Intergenerational Center Property, a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: adult education, job training and placement, home ownership readiness counseling, and social work. LESSEE understands and agrees that East Carolina University will serve as the onsite property manager for the Intergenerational Center Property which means that East Carolina University, in addition to recruiting, assessing and approving tenants, will develop regulations relating to the use of the Intergenerational Center Property by the tenants. The LESSEE shall comply with the regulations relating to the use of the Intergenerational Center Property which are developed by East Carolina University in its capacity as property manager of the Intergenerational Center Property. The LESSEE shall cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center. Additionally, the Use Agreement between the Lessee and PCC shall require PCC to comply with the regulations relating to the use of the Intergenerational Center Property which are developed by East Carolina University in its capacity as property manager of the Intergenerational Center Property and to cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center.

7. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. Within thirty (30) days of a request, the LESSEE shall provide information to the LESSOR or its designee of the programs, activities, and services being

provided on the leased premises so that a report about the Intergenerational Center Property can be generated. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to provide, within thirty (30) days of a request, information to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated.

8. Signage.

No signs shall be erected on the leased premises or the Intergenerational Center Property without the prior written approval of the LESSOR. It is understood and agreed that the LESSOR has the sole right to name the Intergenerational Center and the buildings located on the Intergenerational Center Property.

9. Existing Conditions.

LESSEE agrees to accept the leased premises in its existing condition.

10. Repairs and Maintenance.

The LESSOR shall, at its expense, be responsible for the following maintenance at the leased premises:

- (a) Routine, periodic maintenance for heating and air conditioning systems including, but not limited to, the replacement of filter pads.
- (b) Maintenance of lawns and parking areas.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

Except as otherwise provided in this section, the LESSEE shall be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in a habitable and usable condition. The LESSEE shall, at its sole expense, keep the leased premises, in good condition, reasonable wear and tear excepted. The LESSEE shall give the LESSOR notice of any repairs made. Notwithstanding the foregoing, in the event the repairs are major repairs, as defined herein, the LESSEE and LESSOR shall determine whether to complete the repairs prior to the repairs being completed by the LESSEE. If it is determined to complete the major repairs, then the major repairs shall be completed by the LESSEE and the LESSOR and LESSEE shall each pay fifty percent (50%) of the cost of the repairs. If it is determined to not complete the major repairs, then the LESSOR and the LESSEE shall each have the right to terminate this Lease Agreement, without breaching its obligations hereunder, by providing the other party with written notice of its decision to terminate and the leased premises shall be vacated by the LESSEE within sixty (60) days after notice. For the purpose of this paragraph, major repairs shall mean any repair which the cost of repair exceeds FIVE HUNDRED DOLLARS (\$500).

The LESSEE shall, at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The

LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

11. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

12. Utilities.

The LESSEE shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

13. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to insure and keep in effect, at all times during the term of this Lease Agreement, at its own cost and expense, insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina and to provide the LESSOR with a certificate of insurance evidencing said coverage.

14. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

15. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that the LESSEE may allow PCC, through a Use Agreement between LESSEE and PCC, to conduct programs and activities at the leased premises in accordance with the limitation on the use of the leased premises set forth in section 3 of this Lease Agreement.

16. Indemnity.

To the extent permitted and limited by the laws of North Carolina, the LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises. Additionally, the Use Agreement between the LESSEE and PCC shall require PCC to agree, to the extent permitted and limited by the laws of North Carolina, to indemnify and hold harmless the LESSOR and its officers and employees and East Carolina University and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by PCC on or within the demised premises.

17. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

18. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

19. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased property or upon the

right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE, to the extent permitted and limited by the laws of North Carolina, will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

20. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

21. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

22. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:

City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:

Associate Vice Chancellor for
Administration Finance -
Business Services, ECU
224 Ragsdale Building
Greenville, NC 27858

23. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. To the extent permitted and limited by the laws of North Carolina, LESSEE shall indemnify and hold harmless the LESSOR and East Carolina University from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises. Additionally, the Use Agreement between LESSEE and PCC shall require PCC to observe all applicable local, state, and federal laws and regulations as they pertain to PCC's use and occupation of the leased premises and to indemnify and hold harmless the LESSOR and East Carolina University, to the

extent permitted and limited by the laws of North Carolina, from and against any liability arising from such laws or regulations caused by PCC's use or occupation of the leased premises.

24. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

25. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

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

CITY OF GREENVILLE

BY: _____
Barbara Lipscomb, City Manager

STATE OF NORTH CAROLINA

BY: _____
A. Scott Buck, Associate
Vice Chancellor for Administration
Finance-Business Services, ECU

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2013.

Notary Public

Print Name

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that A. Scott Buck, Associate Vice Chancellor for Administration Finance-Business Services, ECU, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2013.

Notary Public

Print Name

My Commission Expires: _____

Exhibit A: Lucille W. Gorham Intergenerational Center



Boundary of Property

Building	Name
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building

0

205

410 Feet



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Renewal of Microsoft Enterprise Agreement for City-owned Microsoft software

Explanation: **Abstract:** The three (3) year Microsoft Enterprise Agreement that allows the City to upgrade City-owned Microsoft software (Windows, Office, Outlook/Exchange, SharePoint, servers, etc.) to Microsoft's latest software version is up for renewal. The City has participated in the Microsoft Enterprise Agreement for two (2) terms, the past six (6) years. Renewing this agreement will allow the City to realize savings when upgrading Microsoft software products. The City paid \$135,996.24 each year of the past agreement. Due to price increases, the addition of software products and software license, the renewal yearly cost will be \$158,311.88.

Explanation: In November of 2006, the City entered into a Microsoft Enterprise Agreement (EA) with a 3-year term. This agreement allowed the City to upgrade Microsoft software products that the City has purchased through the years, rather than paying the market upgrade price. We paid a reduced yearly fee for the right to upgrade any Microsoft product we own any time during the 3-year term. The agreement was renewed in 2009 and is currently up for renewal for a new 3-year term.

Staff has been working with Microsoft to renew the agreement for another 3 years. This agreement is on the State of NC Procurement Contract. Staff has received competitive pricing that is below the State contract price, and the City will continue to save dollars under the agreement by not having to pay full price for our existing Microsoft products like Office, Exchange, SharePoint, servers, desktops, etc. when software upgrades are needed. As an example, the new price for Microsoft Office is \$219.99 (plus tax) compared to the 3-year agreement price of \$188.64. Upgrading 565 users to Office 2013 will save \$17,712.75 by being under the agreement. The City will be able to upgrade all of our Microsoft products to any new software release that occurs within the time period of the 3-year agreement.

Staff would like to enter into a new 3-year contract with Dell, the only authorized

Microsoft EA reseller on the State of NC Procurement Contract. The first year cost is \$158,311.88. Their total cost for 3 years will be \$474,935.64. Funding is available in the 2012-2013 budget and is proposed in the 2013-2014 financial plan. The contract does contain a non-appropriation clause if budget dollars are not available.

Included in the agreement were incentives for 30 hours of free training, roughly \$14,500 of consulting time. There are other benefits that are available to the City through the agreement including online training, Microsoft web tutorials, employee purchase program, etc.

Renewing this agreement will allow the City to stay current with all the enhancements Microsoft makes to their products in the next 3 years, as well as benefiting from the cost savings that is available.

Fiscal Note:

FY 2012-13 (Year 1) - \$158,311.88
FY 2013-14 (Year 2) - \$158,311.88
FY 2014-/15 (Year 3) - \$158,311.88

Funds are available in the 2012-2013 budget and are proposed in the 2013-2014 financial plan. The contract does contain a non-appropriation clause if budget dollars are not available.

Recommendation:

Authorize renewal of the attached Microsoft Enterprise Agreement

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

Attachments / click to download

 [EA Agreement Documents](#)

MEMORANDUM

TO: Chris Padgett, Interim Assistant City Manager
FROM: Rex Wilder, Director of Information Technology *SRW*
DATE: January 31, 2013
SUBJECT: Renewal of Microsoft Enterprise Agreement

In November of 2006 the City entered into a Microsoft Enterprise Agreement (EA) with a 3 year term. This agreement allowed the City to upgrade Microsoft software products that the City has purchased through the years, rather than paying the market upgrade price. We paid a reduced yearly fee for the right to upgrade any Microsoft product we own any time during the 3 year term. The agreement was renewed in 2009 and is currently up for renewal for a new 3 year term.

We have been working with Microsoft to renew the agreement for another 3 years. This agreement is on the State of NC Procurement Contract. We have received competitive pricing that is below the state contract price. We will continue to save dollars under the agreement by not having to pay full price for our existing Microsoft products like Office, Exchange, SharePoint, servers, desktops, etc. when we do software upgrades. As an example, the new price for Microsoft Office is \$219.99 (plus tax) compared to the 3 year agreement price of \$188.64. Upgrading 565 users to Office 2013 will save \$17,712.75 by being under the agreement. We will be able to upgrade all Microsoft products we own to any new software release that occurs within the time period of the 3 year agreement.

We would like to enter into a new 3 year contract with Dell, the only authorized Microsoft EA reseller on the State of NC Procurement Contract. The first year cost is \$158,311.88. Their total cost for 3 years will be \$474,935.64. Dollars are available in the 2012/2013 budget and are proposed in the 2013/2014 budget. The contract does contain a non-appropriation clause if budget dollars are not available.

Included in the agreement were incentives for 30 hours of free training, roughly \$14,500 of consulting time. There are other benefits that are available to us through the agreement that we will be taking advantage of, not only for IT, but for the users as well – online training, Microsoft web tutorials, employee purchase program, etc.

Renewing this agreement will allow us to stay current with all the enhancements Microsoft makes to their products in the next 3 years, as well as benefiting from the cost savings that is available.

Attachments
#946474



Dell Customer Confidential

Quotation

Tracy Shatto
Dell MS Licensing Specialist
tracy_shatto@Dell.com
512-724-9164

Customer: NC-City of Greenville

Contact: Rex Wilder

Customer#:

Phone:

Email:

Date: 01/31/13

Quote Expires: 02/20/13

State Contract Code 55ADK
NC Contract 208C

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	EA PAYMENT 1 of 3 yr Agreement	Mfg#	Quantity	Unit Price	Ext. Price
Renewal of EA 8877232					
OfficeProPlus ALNG LicSAPK MVL Pktrfm		269-12445	20	\$147.80	\$ 2,956.00
OfficeStd ALNG SA MVL Pktrfm		021-08258	565	\$62.88	\$ 35,527.20
WinPro ALNG UpgrdSAPK MVL Pktrfm WMDOP		FQC-03030	20	\$48.44	\$ 968.80
WinPro ALNG SA MVL Pktrfm WMDOP		FQC-03029	565	\$37.92	\$ 21,424.80
EntCAL ALNG LicSAPK MVL Pktrfm UsrCAL wSrvcs		76A-00010	20	\$115.28	\$ 2,305.60
EntCAL ALNG SA MVL Pktrfm UsrCAL wSrvcs		76A-00016	565	\$76.20	\$ 43,053.00
VisioPro ALNG LicSAPK MVL		D87-01057	36	\$184.68	\$ 6,648.48
VSPremwMSDN ALNG SASU MVL VSProwMSDN		9ED-00072	1	\$1,474.64	\$ 1,474.64
VSProwMSDN ALNG SA MVL		77D-00111	9	\$303.24	\$ 2,729.16
VSUltwMSDN ALNG SASU MVL VSPremwMSDN		9JD-00051	1	\$2,150.92	\$ 2,150.92
ExchgSvrEnt ALNG SA MVL		395-02504	2	\$654.12	\$ 1,308.24
ExchgSvrStd ALNG SA MVL		312-02257	6	\$114.24	\$ 685.44
SharePointsvr ALNG LicSAPK MVL		H04-00232	1	\$2,561.64	\$ 2,561.64
SQLSvrStdCore ALNG LicSAPK MVL 2Lic CoreLic		7NQ-00302	1	\$1,351.00	\$ 1,351.00
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic		7NQ-00292	20	\$579.00	\$ 11,580.00
SysCtrDatactr ALNG LicSAPK MVL 2Proc		T6L-00237	1	\$906.12	\$ 906.12
SysCtrStd ALNG SA MVL 2Proc		T9L-00223	1	\$142.44	\$ 142.44
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL		6VC-01254	331	\$13.68	\$ 4,528.08
WinSvrDatactr ALNG SASU MVL WinSvrStd Promo 2Proc		P71-07499	10	\$1,183.84	\$ 11,838.40
WinSvrStd ALNG SA MVL 2Proc		P73-05898	27	\$142.44	\$ 3,845.88
WinSvrExtConn ALNG SA MVL		R39-00396	1	\$326.04	\$ 326.04

Total: First Annual Payment						
						\$ 158,311.88
Additional annual payments for years 2-3 to be determined per state contract Terms. Pricing below is for Budgetary Purposes ONLY and subject to change						
OfficeProPlus ALNG LicSAPk MVL Pktrfm	269-12445	20	\$147.80	\$	2,956.00	
OfficeStd ALNG SA MVL Pktrfm	021-08258	565	\$62.88	\$	35,527.20	
WinPro ALNG UpgrdsAPk MVL Pktrfm WMDOP	FQC-03030	20	\$48.44	\$	968.80	
WinPro ALNG SA MVL Pktrfm WMDOP	FQC-03029	565	\$37.92	\$	21,424.80	
EntCAL ALNG LicSAPk MVL Pktrfm UsrCAL wSrvcs	76A-00010	20	\$115.28	\$	2,305.60	
EntCAL ALNG SA MVL Pktrfm UsrCAL wSrvcs	76A-00016	565	\$76.20	\$	43,053.00	
VisioPro ALNG LicSAPk MVL	D87-01057	36	\$184.68	\$	6,648.48	
VSPremWMSDN ALNG SASU MVL VSProwMMSDN	9ED-00072	1	\$1,474.64	\$	1,474.64	
VSProwMMSDN ALNG SA MVL	77D-00111	9	\$303.24	\$	2,729.16	
VSUltWMSDN ALNG SASU MVL VSPremWMSDN	9JD-00051	1	\$2,150.92	\$	2,150.92	
ExchgsSvrEnt ALNG SA MVL	395-02504	2	\$654.12	\$	1,308.24	
ExchgsSvrStd ALNG SA MVL	312-02257	6	\$114.24	\$	685.44	
SharePointsvr ALNG LicSAPk MVL	H04-00232	1	\$2,561.64	\$	2,561.64	
SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	7NQ-00302	1	\$1,351.00	\$	1,351.00	
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	20	\$579.00	\$	11,580.00	
SysCtrDataCr ALNG LicSAPk MVL 2Proc	T6L-00237	1	\$906.12	\$	906.12	
SysCtrStd ALNG SA MVL 2Proc	T9L-00223	1	\$142.44	\$	142.44	
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	6VC-01254	331	\$13.68	\$	4,528.08	
WinSvrDataCr ALNG SASU MVL WinSvrStd Promo 2Proc	P71-07499	10	\$1,183.84	\$	11,838.40	
WinSvrStd ALNG SA MVL 2Proc	P73-05898	27	\$142.44	\$	3,845.88	
WinSvrExtConn ALNG SA MVL	R39-00396	1	\$326.04	\$	326.04	
Budgetary Estimation for Annual Payment 2						\$ 158,311.88
OfficeProPlus ALNG LicSAPk MVL Pktrfm	269-12445	20	\$147.80	\$	2,956.00	
OfficeStd ALNG SA MVL Pktrfm	021-08258	565	\$62.88	\$	35,527.20	
WinPro ALNG UpgrdsAPk MVL Pktrfm WMDOP	FQC-03030	20	\$48.44	\$	968.80	
WinPro ALNG SA MVL Pktrfm WMDOP	FQC-03029	565	\$37.92	\$	21,424.80	

EntCAL ALING LicSAPk MVL Ptfm UsrCAL wSrvcs	76A-00010	20	\$115.28	\$	2,305.60
EntCAL ALING SA MVL Ptfm UsrCAL wSrvcs	76A-00016	565	\$76.20	\$	43,053.00
VisioPro ALING LicSAPk MVL	D87-01057	36	\$184.68	\$	6,648.48
VSPremwMSDN ALING SASU MVL VSProwMSDN	9ED-00072	1	\$1,474.64	\$	1,474.64
VSProwMSDN ALING SA MVL	77D-00111	9	\$303.24	\$	2,729.16
VSUltwMSDN ALING SASU MVL VSPremwMSDN	9JD-00051	1	\$2,150.92	\$	2,150.92
ExchgSvrEnt ALING SA MVL	395-02504	2	\$654.12	\$	1,308.24
ExchgSvrStd ALING SA MVL	312-02257	6	\$114.24	\$	685.44
SharePointSvr ALING LicSAPk MVL	H04-00232	1	\$2,561.64	\$	2,561.64
SQLSvrStdCore ALING LicSAPk MVL 2Lic CoreLic	7NQ-00302	1	\$1,351.00	\$	1,351.00
SQLSvrStdCore ALING SA MVL 2Lic CoreLic	7NQ-00292	20	\$579.00	\$	11,580.00
SysCrDatactr ALING LicSAPk MVL 2Proc	T6L-00237	1	\$906.12	\$	906.12
SysCrStd ALING SA MVL 2Proc	T9L-00223	1	\$142.44	\$	142.44
WinRmtDsktpSrvcsCAL ALING SA MVL UsrCAL	6VC-01254	331	\$13.68	\$	4,528.08
WinSvrDataCr ALING SASU MVL WinSvrStd Promo 2Proc	P71-07499	10	\$1,183.84	\$	11,838.40
WinSvrStd ALING SA MVL 2Proc	P73-05898	27	\$142.44	\$	3,845.88
WinSvrExtConn ALING SA MVL	R39-00396	1	\$326.04	\$	326.04
Budgetary Estimation for Annual Payment 3				\$	158,311.88
Estimate Grand Total				\$	474,935.64

Notes:

Dell offers the following quote for the next year of City of Greenville Microsoft Enterprise Enrollment Agreement. This quote will expire 30 Days from issuance date; upon expiration of this quote, the following prices may no longer be valid. For customer's general information and budgeting purposes, Dell offers the following estimate for subsequent years of City of Greenville Microsoft Enterprise Agreement. Prices for subsequent Enrollment years are not binding on Dell or City of Greenville in any way and will be determined on the Enrollment anniversary date.

Customer must complete all required Microsoft enrollment documentation. The EA cannot be executed (processed at Microsoft) until both the complete documents and PO are received for the first annual payment.



Volume Licensing

Program Signature Form

MBA/MBSA number		000-cgodfrey-S-664
Agreement number	01E65799	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
EA Enrollment Amendment-pre 2011	M132 (new)
EA Enrollment Amendment-Grace Period	M52 (new)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Greenville
Signature* _____
Printed First and Last Name* Allen M. Thomas
Printed Title* Mayor, City of Greenville
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Licensing, GP	
Signature _____	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title*	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title*	
Signature Date*	

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer Email of Preparer



Volume Licensing

Enterprise Enrollment Amendment ID M132

Enrollment Number

000-cgodfrey-S-664

This amendment ("Amendment") is entered into between the parties identified on the signature form for the Enrollment identified above ("Enrollment"). All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment. The parties agree that the Enrollment is amended as follows:

Customer normally would be required to sign a current version of the Agreement and Enrollment, plus either the Online Services Supplemental Terms and Conditions or current version of the Microsoft Business and Services Agreement. As an accommodation, Microsoft agrees to allow **Customer** to renew while not meeting these criteria. Notwithstanding anything to the contrary, the Enrollment may not be renewed for an additional term. Prior to the expiration of the Enrollment, **Customer** will be advised by Microsoft of its renewal options.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Enrollment in the event **Customer** breaches any obligation in this Amendment. Except for changes made by this Amendment, the Enrollment remains unchanged and in full force and effect.

This Amendment must be attached to a signature form to be valid.



Volume Licensing

Enterprise Enrollment Amendment ID M52

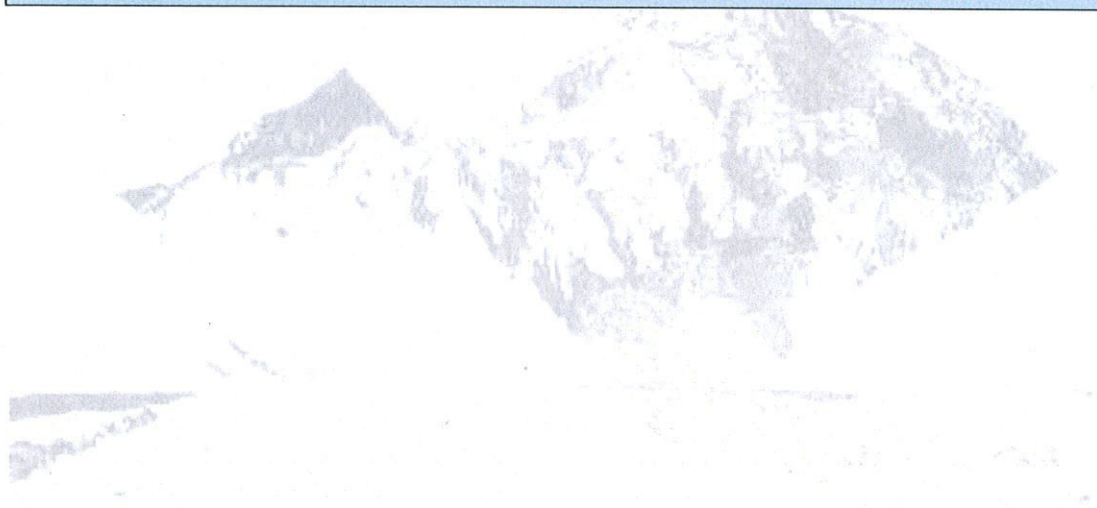
000-cgodfrey-S-664

For the purposes of this Amendment, "Entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Notwithstanding anything to the contrary in the Enrollment, the Enrollment is amended as follows:

Entity may submit a renewal order no later than 120 days after the expiration date of Enrollment / Authorization number 8877232, so long as the effective date of Entity's renewal order starts one day following the expiration of the previous term.

In the absence of this Amendment or an on-time renewal order, Entity loses the opportunity to renew Software Assurance, and Subscription Licenses may be impacted.

This Amendment must be attached to a signature form to be valid.



Microsoft | Volume Licensing

Enterprise Enrollment (indirect)

State and Local

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>		Framework ID	N36
Enterprise Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01E65799	Reseller purchase order number <i>Reseller to complete</i>	
Enrollment number <i>Microsoft affiliate to complete</i>		Previous Qualifying Enrollment number <i>Reseller to complete</i>	8877232
		Previous Qualifying Enrollment end date <i>Reseller to complete</i>	10/31/2012

This Microsoft Enterprise Enrollment is entered into between the following entities signing, as of the effective date identified below.

Definitions. When used in this enrollment, "you" refers to the entity that signs this enrollment with us, and "we" or "us" refers to the Microsoft entity that signs this enrollment.

"Qualifying Enrollment," means (i) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (ii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iii) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

All other definitions in the Microsoft Enterprise Agreement identified above apply here.

Effective date. If you are renewing Software Assurance from one or more previous "Qualifying Enrollments" then the effective date will be the day after the first Enrollment expires.

Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Qualifying Enrollment is being used, your reseller will require that enrollment number and end date to complete the applicable boxes above.

Term. This enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. We will advise you of your renewal options before it expires.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you represent and warrant that: (i) you have read and understand the Microsoft Business Agreement identified above (if any) and the Microsoft Enterprise Agreement, including all documents it incorporates by reference and any amendments to those documents, and agree to be bound by those terms; and (ii) you are either the entity that signed the Microsoft Enterprise Agreement or its affiliate.

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

This enrollment consists of (1) this cover page, (2) the Contact Information Page(s), (3) the Enterprise order information, (4) the Reseller Information Form, (5) the Media Order Form, and (6) the Core User CAL Terms and Conditions (if applicable).

Customer	Contracting Microsoft Affiliate
Name of entity * City of Greenville	Microsoft Licensing, GP
Signature *	Signature
Printed name * Allen M. Thomas	Printed name
Printed title * Mayor	Printed title
Signature date *	Signature date (date Microsoft affiliate countersigns)
* indicates required fields	Effective date (may be different than our signature date)

Microsoft Volume Licensing web sites	
(Note: We will advise you of any changes to these URLs.)	
Product use rights	http://microsoft.com/licensing
Product List	http://microsoft.com/licensing
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
Customer guide	http://microsoft.com/licensing/programs/

Notices to Microsoft should be sent to:	Copies should be sent to:
MSLI, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

Attachments:

<input checked="" type="checkbox"/>	Media Order Form (required)
<input type="checkbox"/>	Core User CAL Terms and Conditions, if applicable
<input type="checkbox"/>	MS Capital Form, if applicable

Customer. Please remit to your reseller.

Reseller. Please remit to Microsoft.

1. Contact information. Each party will notify the other in writing if any of the information in the following contact information page(s) change. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this enrollment by us, our affiliates, and other parties that help us administer this enrollment.

Primary contact information: The customer signing on the cover page must identify an individual from inside its organization to serve as the primary contact. This contact is the default online administrator for this enrollment and receives all notices unless you provide us written notice of a change. The online administrator may appoint others as administrators and grant others access to online information.

Customer		
Name of entity * City of Greenville		Contact name * Last Wilder First Rex
Street address * 200 W. 5 th Street		Contact email address (required for online access) * rwilder@greenvillenc.gov
City * Greenville	State/Province * NC	Phone 252-329-4458
Country * USA	Postal code * 27858	Fax

Notices and online access contact information: Complete this only if you want to designate a notices and online access contact different than the primary contact. This contact will become the default online administrator for this enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

Notices and online access contact		
<input checked="" type="checkbox"/> Same as primary contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for online access)
City	State/Province	Phone
Country	Postal code	Fax

Language preference: This section designates the language in which you prefer to receive notices.

English

Additional electronic contractual notices contact information: This contact will receive electronic contractual notices in addition to the notices contact. This contact is not required if you do not want an additional set of notices issued.

Electronic contractual notices contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Software Assurance benefits contact: This contact will receive communications concerning Software Assurance benefits, and any additional TechNet subscriptions that have been ordered separately from Software Assurance under this enrollment. This contact is optional. If this contact is not completed, any notices for Software Assurance benefits will default to the notices and online contact.

Software Assurance benefits contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

MSDN contact: This contact will receive communications concerning registration for MSDN products ordered under this enrollment. This contact is optional. If this contact is not completed, any notices for MSDN will default to the notices and online contact.

MSDN contact		
Name of entity		Contact name Last First
Street address		Contact email address (required for electronic notices)
City	State/Province	Phone
Country	Postal code	Fax

Microsoft account manager: This section designates your Microsoft account manager contact.

Microsoft account manager name	Microsoft account manager email address @microsoft.com
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2. Defining your enterprise.

Use this section to identify which affiliates will be included in your enterprise. Your enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. Each affiliate must be entirely "in" or entirely "out." All affiliates acquired after the effective date of this enrollment that are not party to a Qualifying Enrollment of their own will automatically be included unless you fill in part b below.

a. Use this part (a) to determine which current affiliates will be included in your enterprise. Check only one of the boxes in part (a).	
<input checked="" type="checkbox"/>	Only you (and no other affiliates) will be participating
<input type="checkbox"/>	You and the following affiliates will be participating (attach a list of names on a separate piece of paper if more than 10 affiliates are being included):
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
b. Use this part (b) to indicate whether affiliates with which you consolidate after the enrollment effective date will be included. Unless you check the box below, all affiliates you consolidate with after the enrollment effective date that are not party to a Qualifying Enrollment of their own will automatically be included.	
<input type="checkbox"/>	Exclude all affiliates consolidated with after the enrollment effective date that are not party to a Qualifying Enrollment of their own.

3. Selecting your language option.

Select the option for the languages in which you will run the products licensed under this enrollment. The options and their corresponding languages are identified here.

All Languages		
"Listed Languages"	"Restricted Languages"	"Extended Languages"
Arabic	Danish	Czech
Bulgarian	Dutch	Estonian
Chinese Simplified	English ¹	Hungarian
Chinese Traditional	Finnish	Latvian
Croatian	French ³	Lithuanian
English ¹	German	Polish
Hebrew	Greek	Slovenian
Indic	Italian	Slovak
Japanese	Norwegian	
Korean	Portuguese (Portugal)	
Portuguese (Brazil)	Spanish ²	
Romanian	Swedish	
Russian		
Serbian		
Spanish ²		
Thai		
Turkish		
Ukrainian		

¹ English is a Listed Language if this enrollment is signed outside of the following countries and a Restricted Language if this enrollment is signed inside these countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Finland, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, United Kingdom, Switzerland, Sweden, or Spain. English is a "Listed Language", except when restricted as described in the "Restricted Languages" list (see footnote 3)

² Spanish is a Listed Language only if this enrollment is signed in Latin America and is otherwise Restricted Language.

³ French is a "Listed Language," if signed in Canada

- Select All Languages to run your products in any of the Listed, Extended or Restricted Languages. This option also allows you to run Multi-Language packs for your products.
- Select Listed Languages to run your products in those languages.
- Select Extended Languages to run your products in those languages.
- If you select the Listed or Extended Languages option you may run up to 10% of the copies of each of your products in All Languages.

Check one box

- Listed Languages
- All Languages
- Extended Languages

4. Language allocation.

Provide us with your good faith estimate of the specific languages in which you will run all copies of all products and the approximate percentage of those copies you will run in each language. Information that you provide here does not limit your future use of products under this enrollment in any permitted language within the language group you select above. Attach a separate sheet if more space is needed.

Language	Percentages
English	100%%
	%
	%
	%

5. Applicable currency.

Payments made in connection with this enrollment must be in U.S. Dollars

6. Establishing your price level.

The price level for enterprise products is determined by the terms and conditions of the enterprise agreement. Your price level for additional products will be level "D".

Qualified desktops: You represent that the total number of qualified desktops in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 desktops).	585
Qualified users: You represent that the total number of qualified users in your enterprise is, or will be increased to, this number during the initial term of this enrollment (This number must be equal to at least 250 users).	585

7. Enterprise product orders.

Your reseller will provide you with your product pricing and order. Your prices and payment terms for all products ordered will be determined by agreement between you and your reseller. Your reseller will provide us with your order separately from this enrollment.

We will invoice your reseller in three equal annual installments for the enterprise products covered by your initial order. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for the enterprise products covered by any true up orders in total upon our acceptance of each true up order.

Select the enterprise products to be covered by your initial order. If you select the Core CAL, you must select either *desktop* or *user* licenses.

Enterprise Products	Desktop Licenses	User Licenses
Windows Desktop Operating System Upgrade	<input checked="" type="checkbox"/>	
Office Professional Plus ¹	<input checked="" type="checkbox"/>	
Office Enterprise	<input type="checkbox"/>	
Office Standard ¹	<input checked="" type="checkbox"/>	
Core Client Access License ^{1,2}	<input type="checkbox"/>	<input type="checkbox"/>
Enterprise Client Access License Suite ^{1,2}	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exchange Server Client Access License Standard ²	<input type="checkbox"/>	<input type="checkbox"/>
Exchange Server Client Access License Enterprise ²	<input type="checkbox"/>	<input type="checkbox"/>
Office SharePoint Server Client Access License Standard ²	<input type="checkbox"/>	<input type="checkbox"/>
OfficeSharePoint Server Client Access License Enterprise ²	<input type="checkbox"/>	<input type="checkbox"/>
Windows Server Client Access License ²	<input type="checkbox"/>	<input type="checkbox"/>
Systems Management Server Configuration Management License	<input type="checkbox"/>	<input type="checkbox"/>
Systems Center Operations Manager Client Operations Management License	<input type="checkbox"/>	<input type="checkbox"/>

Windows Terminal Services Client Access License ²	<input type="checkbox"/>	<input type="checkbox"/>
Office Communication Server Client Access License Standard ²	<input type="checkbox"/>	<input type="checkbox"/>
Office Communication Server Client Access License Enterprise ²	<input type="checkbox"/>	<input type="checkbox"/>
SQL Server Client Access License ²	<input type="checkbox"/>	<input type="checkbox"/>
Microsoft Rights Management Services	<input type="checkbox"/>	<input type="checkbox"/>
Microsoft Forefront Security Suite	<input type="checkbox"/>	<input type="checkbox"/>

¹ The components of the current versions of Office Professional, Office Standard and the current versions of the components that make up the Core CAL, are identified in the Product List.

² If you select a User CAL and the agreement identified on the cover page is version 6.1 or earlier, the User CAL Terms and Conditions apply.

8. Additional Products

We will invoice your reseller for each additional product covered by your initial order in three equal annual installments. The first installment will be invoiced to your reseller upon our acceptance of this enrollment; the remaining installments will be invoiced at the next two anniversaries of the enrollment effective date. We will invoice your reseller for any new additional product not initially included in your enrollment in total upon our acceptance of your order. We will invoice your reseller for additional products initially included in your enrollment and covered by any true up order submitted during the initial term in total upon our acceptance of your true up order.

9. Qualifying systems licenses.

All desktop operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.** Therefore, if you select the Windows Desktop Operating System Upgrade & Software Assurance, all qualified desktops on which you will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://www.microsoft.com/licensing>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of your order. That list is more extensive at the time of your initial order than it is for some subsequent true ups and system refreshes during the term of your enrollment.

10. Renewal orders.

For any 36-month renewal, your renewal order will be invoiced to your reseller in three annual installments. The first installment will be invoiced upon our acceptance of the renewal order; the remaining installments will be invoiced at the next two anniversaries of the effective date of that renewal term. For any 12-month renewal and for any true up orders, we will invoice your reseller in total upon our acceptance of your order.

Your reseller should complete the following sections and sign this form where indicated.

General information

Reseller company name: Dell Marketing LP
Street address: (PO boxes will not be accepted) 850 Asbury Dr.
City and State / Province and postal code: Buffalo Grove, IL
Country: US
Contact name: Nathan Schramm
Phone number: 847-465-3700
Fax number: 847-465-3277
Email address: us_ms_vl_admin@dell.com

The undersigned confirms that the reseller information is correct.

Name of reseller Dell
Signature
Printed name Nathan Schramm
Printed title Senior Buyer
Date



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Purchase of Spartan-Braun combination engine/ambulance fire truck

Explanation: **Abstract:** The Public Works and Fire/Rescue Departments request approval to replace one truck and associated equipment at a cost of \$620,000. The new vehicle meets the replacement criteria of the approved Vehicle Replacement Program for FY 2012-2013. This truck replaces a 1988 Pierce fire truck.

Explanation: The Public Works and Fire/Rescue Departments request approval for purchasing one (1) Spartan-Braun combination engine/ambulance fire truck. This vehicle will be assigned to Fire/Rescue Station 4 and replaces a 1988 Pierce fire truck. This multi-purpose vehicle will have the capabilities of a fire engine and an ambulance.

On April 9, 2012, City Council approved the purchase of an ambulance to be stationed at Fire/Rescue Station 4. Ambulance service was initiated at Fire/Rescue Station 4 on October 6, 2012. Fire/Rescue Station 4 currently has three personnel assigned to it who staff a quint fire truck and an ambulance. Personnel select the most appropriate vehicle, fire truck, or ambulance, for emergencies occurring in their response area based on the nature of the call. The quint responds for fires and fire alarm activations. The ambulance responds to rescue incidents. This staffing method requires that employees move their personal protective clothing between vehicles when responding to calls for service. The purchase of the combination engine/ambulance will reduce this movement between vehicles as it will be able to handle 99% of the incidents to which Station 4 personnel respond.

The purchase is being made from the Southeastern Specialty Vehicle. The proposed vehicle has met all of the replacement criteria.

Fiscal Note: This fire truck is included in the City's approved budget in the FY 2012-2013 Vehicle Replacement Program Purchase List. The purchase price for the truck

and all associated equipment is \$620,000. \$800,000 has been reserved in the Vehicle Replacement Program for the purchase of this vehicle. This truck does not increase existing maintenance and fuel costs.

Recommendation: City Council approve the purchase of the Spartan-Braun combination engine/ambulance fire truck.

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

Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Vehicle Maintenance and Fuel Agreement for Pitt County EMS Physician's Response Vehicle

Explanation: **Abstract:** The East Carolina University (ECU) Department of Emergency Medicine provides the medical direction to the EMS service in Pitt County, including the City of Greenville, at no charge. Pitt County is providing the ECU Department of Emergency Medicine with an EMS Physician's Emergency Response Vehicle. The EMS Physician will respond with this vehicle 24 hours/day, 7 days/week, 365 days/year to serious life-threatening emergencies with the intent of improving patient care outcomes. The City of Greenville has been asked to share the cost of this enhanced service by providing routine maintenance and fuel for the vehicle.

Explanation: Pitt County has agreed to provide a vehicle to the East Carolina University (ECU) Department of Emergency Medicine as an Emergency Medical Services (EMS) Physician's Emergency Response Vehicle. The ECU Department of Emergency Medicine provides the medical direction to the EMS service in Pitt County, including the City of Greenville. Each EMS system within the state operates under the direction of a Medical Director who is a licensed physician. Unlike most EMS systems throughout the state, the ECU Department of Emergency Medicine does not charge the Pitt County EMS system for the services of the Medical Director.

This is a request for City Council to authorize the City Manager to enter into an agreement between the City and East Carolina University Department of Emergency Medicine for the maintenance and fuel costs for an EMS Physician's Response Vehicle. The vehicle will be provided by Pitt County Government. Having an emergency response vehicle for an EMS Physician will improve pre-hospital care within the City and Pitt County EMS System by facilitating the response of an EMS Physician to emergency incidents and creating increased educational opportunities for EMTs and paramedics. EMS Physicians will increase support of system-wide medical direction and provide on-scene contemporaneous medical direction and clinical supervision during life-

threatening medical emergencies. Further, EMS Physicians will offer in-station educational opportunities and case study reviews for EMTs and paramedics as a course of their normal work activities.

The objective of this program is to enhance and optimize patient care in the pre-hospital environment by providing EMS Physician response 24 hours/day, 7 days/week, 365 days/year within the entire Pitt County EMS system. Goals of this program are to improve patient care in the pre-hospital setting and improve the education and training of the EMS System's EMTs and paramedics. On-call EMS Physicians will respond to 911 calls, provide on-scene assistance, and augment Fire/Rescue/EMS personnel in the delivery of patient care. During daytime hours, on-call EMS Physicians will be available to spend time at fire/rescue and EMS stations throughout the City and County providing advanced education to EMS personnel.

EMS Physicians will normally respond to the following specific types of calls:

- Plane crash
- Multiple casualty incidents, where 3 or more ambulances respond to a scene
- Hazmat incidents with patients
- Hostage situations

EMS Physicians will also be available to assist EMS personnel with the following types of calls:

- Severe respiratory distress, respiratory arrest, or any airway difficulties
- Trauma patients with airway compromise
- Cardiac arrhythmia with significant patient compromise
- Complicated deliveries at paramedic's request
- Line of duty injury to public safety personnel
- High-risk patient refusals
- River rescue incidents with potential for injured/ill victims

Other high-performing EMS systems nationwide and within the state have successfully implemented EMS Physician response as part of their pre-hospital patient care. This program should improve pre-hospital patient care and treatment outcomes within the City and Pitt County.

Although this agreement represents an additional cost to the City, when

compared to costs that other communities pay for their EMS System's medical direction, this program provides good value for these services. The City of Greenville and Pitt County do not pay their medical director a salary or any other form of compensation. Other communities within the state pay from \$20,000 to \$200,000 annually for medical direction. As previously stated, Pitt County is providing the EMS Physician's Response Vehicle. The City will provide maintenance and fuel for the vehicle.

Fiscal Note:

This agreement will cost the City between \$5,000 and \$6,000 annually for fuel and routine vehicle maintenance.

Recommendation:

Staff recommends that City Council authorize the City Manager to enter into this agreement.

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

Attachments / click to download

 [EMS Physicians Vehicle Agreement](#)

STATE OF NORTH CAROLINA
COUNTY OF PITT

VEHICLE MAINTENANCE AND FUEL AGREEMENT

This Agreement is made and entered into this the _____ day of _____, 2013, between CITY OF GREENVILLE (hereinafter the "CITY") and EAST CAROLINA UNIVERSITY BRODY SCHOOL OF MEDICINE, DEPARTMENT OF EMERGENCY MEDICINE (hereinafter the "PROVIDER") for the purpose of providing routine vehicle maintenance and fuel for that certain vehicle provided by Pitt County to the EAST CAROLINA UNIVERSITY BRODY SCHOOL OF MEDICINE, DEPARTMENT OF EMERGENCY MEDICINE by separate agreement.

WHEREAS, Pitt County, exercising its responsibilities pursuant to NCGS §143-517, has agreed to provide a vehicle for use by the PROVIDER to transport physicians to emergency scenes involving mass casualty incidents or other similar severe injury situations;

WHEREAS, the PROVIDER agrees to provide such on-scene emergency physicians services; and

WHEREAS, the CITY desires to participate in such service provision by providing vehicle maintenance and fuel for said vehicle provided by Pitt County.

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

1. **TERM:** The term of this Agreement shall be one (1) year and may be renewed or extended by the parties, by mutual consent, in writing and signed by the parties.

2. **SERVICES:**

(a) The PROVIDER agrees to provide sufficient drivers to operate the vehicle provided by Pitt County and to staff the vehicle with sufficient emergency medical supplies, equipment, personnel and physicians to provide emergency medical services at such locations and times as needed to provide casualty assistance. The PROVIDER further agrees to deliver the vehicle and make the vehicle available to the CITY for vehicle service and fuel replenishment.

(b) The CITY agrees to provide inspection and routine/preventive vehicle maintenance and motor vehicle fuel for said vehicle under the following conditions:

- (1) The vehicle must be presented to the CITY's fleet maintenance facility personnel for initial inspection to determine the vehicle's fitness to perform the contemplated services. If the vehicle fails to pass inspection, the PROVIDER will be responsible to correct any defects or deficiencies

identified during the inspection before further services are provided by the CITY under this Agreement.

- (2) Preventive and routine maintenance shall include:
- Oil change and filter
 - Transmission flush at 30,000-mile intervals
 - Coolant flush at 100,000- mile or 5-year intervals
 - Rotate tires and replace as necessary
 - Check brakes and replace as necessary
 - Check lights and replace as necessary
 - Check belts and replace as needed
 - Front and rear differential service
 - Fuel filter and fuel injection service at least once a year
 - Check spark plugs and boots, PCV, and air filter at 100,000-mile intervals and replace as needed
- (3) The CITY shall make available to the PROVIDER a fuel card for fueling and refueling of said vehicle.
- (4) The CITY will provide fuel for the vehicle for the first 12,000 miles traveled annually. The PROVIDER will be responsible for re-fueling the vehicle when the annual miles traveled exceed 12,000 miles.

3. **LOCATION SERVICES:** All inspection, preventive/routine maintenance and fuel services shall be provided at the CITY fleet maintenance and POL facility located at 1500 Beatty Street, Greenville, NC. No other location for inspection, preventive/routine maintenance and fuel services is authorized by the CITY. Services obtained by the PROVIDER outside this designated location shall be the sole responsibility of the PROVIDER, unless agreed to in writing by the CITY.

4. **INSURANCE:** The CITY is not responsible for maintenance of motor vehicle liability, personal or property casualty or damage insurance for the vehicle provided by Pitt County to the PROVIDER under separate Agreement. The PROVIDER agrees coverage has been obtained from other sources.

5. **OPERATIONS:** The PROVIDER is solely responsible for the operation of the vehicle, the manner and means in which emergency medical services are provided and conducted, including but not limited to property damage to the vehicle used by the PROVIDER. The CITY shall not be responsible for repair of any damage to PROVIDER'S vehicle. The PROVIDER agrees to provide such emergency medical services consistent with and in compliance with all federal, state, county and local laws and ordinances relating to but not limited to medical services, confidentiality, preservation of records, and prohibitions against discrimination.

6. **STATUS:** The parties agree that the PROVIDER is not an employee, agent, manager or director of the CITY. The PROVIDER is an independent and separate entity from the CITY and is responsible for establishing its own policies, procedures and methods of operations.

7. **INSURANCE and INDEMNIFICATION:**

(a) The PROVIDER agrees to maintain all liability, workers' compensation and other insurance for all employees, agents, contractors, managers, and directors of the PROVIDER. Failure to maintain any insurance policy, unless not required by the statutes of the State of North Carolina, shall be grounds for immediate termination of this Agreement.

(b) The PROVIDER agrees to indemnify and hold harmless the CITY, its Councilmembers, Manager, department heads and employees from any claim, dispute, litigation or action by any third party as a result of the services performed by the PROVIDER under the terms of this Agreement, including but not limited to any claims for loss of employment, lost income, release of confidential information, claims of injury, property damage or claims for any special damages incurred by such third party or representatives of such third party.

8. **NOTICES:** All notices required or permitted under this AGREEMENT shall be made as follows:

CITY OF GREENVILLE

Greenville Fire/Rescue Department
Attn: Chief of Fire/Rescue
P.O. Box 7207
Greenville, NC 27835-7207

EAST CAROLINA UNIVERSITY BRODY SCHOOL OF MEDICINE,
DEPARTMENT OF EMERGENCY MEDICINE

East Carolina University
Department of Emergency Medicine
Attn: Department Chair
600 Moyer Boulevard
Greenville, NC 27834

Notices shall be in writing and deposited in the US Mail, with sufficient postage affixed, certified mail, return receipt. Invoices may be sent by regular, US Mail with sufficient postage affixed.

9. **TERMINATION:** Either party may terminate this Agreement with or without cause by providing thirty (30) calendar days written notice to the other party.

10. **CHANGES:** Any changes to this Agreement shall be in writing and signed by both parties to this Agreement.

11. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding of the parties and there are no other agreements oral or in writing between the

parties, except for any request to conduct any examination or invoice for the conduct of such examinations. The persons executing this Agreement declare and assert they have the authority and ability to bind their party to the terms and conditions of this Agreement.

12. **SEVERABILITY:** If any part or provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions or parts thereof and the remainder of the affected provision or part.

13. **CONSTRUCTION:** This Agreement shall be interpreted and enforced under the laws of the State of North Carolina.

14. **DUPLICATE ORIGINALS:** The parties agree to execute this Agreement in duplicate originals. Each party shall maintain a fully executed original Agreement.

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.

In consideration of the mutual promises and benefits set forth herein, CITY and PROVIDER agree to be bound by the terms of this agreement, as evidenced by the signatures below.

EAST CAROLINA UNIVERSITY,
BRODY SCHOOL OF MEDICINE
DEPARTMENT OF EMERGENCY MEDICINE

By: _____
Chairman of Emergency Medicine

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public for said County and State, certify that _____ personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

CITY OF GREENVILLE

Barbara Lipscomb
City Manager

Attest:

Carol Barwick
City Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery
Director of Financial Services



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Resolution approving a joint use agreement with the Town of Winterville relating to the loan of Greenville Fire/Rescue Department Ladder 1

Explanation: **Abstract:** Lending Ladder 1, a 1997 110-foot aerial ladder truck to Winterville Fire-Rescue-EMS will reduce Greenville Fire/Rescue's need to provide mutual aid assistance to the Town of Winterville, while enhancing aerial ladder service to the City and surrounding Pitt County and improve the maintenance and readiness of this reserve fire truck. A joint use agreement relating to this loan between the City of Greenville and the Town of Winterville is required.

Explanation: This is a request to approve a joint use agreement relating to the loan of Ladder 1, a 1997 110-foot aerial ladder truck, to the Winterville Fire-Rescue-EMS Department. Ladder 1 is currently the Fire/Rescue Department's reserve for Aerial Tower 1, the new 100-foot aerial platform truck. There are mutual benefits that both the City of Greenville and the Town of Winterville will realize by entering into a joint use agreement for this vehicle.

Greenville Fire/Rescue has entered into automatic aid agreements with four of the county fire departments. These agreements assure the response of the closest appropriate fire department vehicle to emergencies involving fires in buildings and vehicle collisions with victims trapped in their vehicle regardless of jurisdictional boundaries. Winterville Fire-Rescue-EMS is one of these four county departments. The agreement with Winterville is a reciprocal one in which each department has agreed to assist the other with these building fires and vehicle collisions. Additionally, Greenville Fire/Rescue has agreed to help Winterville with fires occurring in the Town's business district by providing a fire truck with an aerial device. The purpose of the aerial device for fires in the business district is to provide capabilities of an elevated hose stream that would be used to prevent or cut off horizontal fire spread between buildings.

There are benefits to the City for entering this agreement as well. First, Winterville's use of Ladder 1 would eliminate the need to automatically send a Greenville aerial truck to fires occurring within the Town of Winterville business

district. Secondly, Greenville Fire/Rescue has limited storage space for reserve fire and EMS trucks. Some reserve apparatus have to be stored outside. Winterville would store Ladder 1 inside their station. Thirdly, reserve apparatus are regularly checked, but infrequently exercised. Winterville Fire-Rescue-EMS personnel will check and use the vehicle and its equipment a few times a week. Fourth, the Town of Winterville has agreed to cover the costs of annual hose, pump and ladder testing, in addition to routine maintenance costs. Greenville Public Works will continue to perform maintenance of the vehicle, but the cost of this maintenance will be covered by the Town of Winterville. Lastly, Pitt County has a limited number of aerial ladder trucks with 100-foot reach capabilities. Only Greenville and Eastern Pines maintain these capabilities. Loaning this truck to Winterville will improve aerial ladder and firefighting capabilities within Greenville and surrounding Pitt County.

It is also important to note that whenever Tower 1 will be out of service for four hours or more, Ladder 1 will return to Greenville Fire/Rescue to provide aerial ladder service to the city. Finally, this agreement may be terminated by mutual agreement of the parties or by either party, at any time, by the provision of at least thirty (30) days written notice to the other party.

Fiscal Note:

This agreement will save the City about \$2,000 in maintenance costs for this vehicle.

Recommendation:

Staff recommends that City Council approve the attached resolution approving a joint use agreement with the Town of Winterville relating to the loan of the 1997 110-foot Emergency One aerial ladder truck to the Town of Winterville and authorize the City Manager to execute this agreement.

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

Attachments / click to download

[Resolution Approving Joint Use of Fire Rescue Ladder Truck 946252](#)

[Cog Winterville Fire Truck Loan 939187](#)

RESOLUTION NO. 0 – 13

RESOLUTION APPROVING A JOINT USE AGREEMENT WITH THE TOWN OF
WINTERVILLE RELATING TO THE LOAN OF GREENVILLE FIRE/RESCUE
DEPARTMENT LADDER 1 TO THE TOWN OF WINTERVILLE

WHEREAS, the City of Greenville and the Town of Winterville have entered into an automatic aid agreement whereby the City of Greenville agrees to dispatch a 110-foot aerial ladder truck to respond to structure fires within the Town of Winterville's commercial business district;

WHEREAS, the City of Greenville and the Town of Winterville have agreed to cooperate with each other by the joint use of a 110-foot ladder truck; and

WHEREAS, North Carolina General Statute 160A-274 permits City Council to authorize, upon such terms and conditions it deems wise, with or without consideration, an agreement regarding the joint use by another governmental unit of any interest in real or personal property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Joint Use Agreement by and between the City of Greenville and the Town of Winterville relating to the loan of the 1997 110-foot Emergency One aerial ladder truck to the Town of Winterville and that the City Manager is hereby authorized to execute the Agreement for and on behalf of the City of Greenville.

This the 11th day of February, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**NORTH CAROLINA
PITT COUNTY**

**JOINT USE
AGREEMENT**

THIS AGREEMENT, made and entered into this the ____ day of _____, 2013, by and between the CITY OF GREENVILLE, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as CITY, and the TOWN OF WINTERVILLE, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as TOWN;

WITNESSETH:

WHEREAS, the CITY and the TOWN have entered into an automatic aid agreement whereby the CITY agrees to dispatch a 100-foot aerial ladder truck to the TOWN for use in responding to structure fires within the TOWN's commercial business district;

WHEREAS, the CITY and the TOWN have agreed to cooperate with each other by the joint use of a 110-foot aerial ladder truck for the mutual benefit of the CITY and the TOWN; and

WHEREAS, North Carolina General Statute 160A-274 authorizes the CITY and the TOWN to enter into an agreement relating to the joint use of personal property;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

1. **PERSONAL PROPERTY:** In accordance with the terms and conditions of this Joint Use Agreement, the CITY does hereby authorize the joint use by the TOWN and the TOWN hereby accepts the authorization from the CITY for the joint use of the following described fire apparatus, said fire apparatus being hereinafter referred to as the Fire Apparatus:

(1) 1997 110-foot Emergency One aerial ladder truck

2. **TERM:** The term of this Agreement shall be for a period of one (1) year from the date this Joint Use Agreement is executed, unless sooner terminated pursuant to the provisions of

paragraph 9. This Agreement may be extended for additional one (1) year periods upon mutual written agreement of the city/town managers of the CITY and the TOWN.

3. POSSESSION: The TOWN shall transport the Fire Apparatus from the CITY on the first day of the term of this Joint Use Agreement and to the CITY on the last day of the term of this Joint Use Agreement.

4. ASSIGNMENT OR SUBUSE: The TOWN shall not assign or enter into any agreement for the sub-use by any other party of the Fire Apparatus, which is the subject of this Joint Use Agreement, without the express written consent of the CITY.

5. SERVICES:

(a). The TOWN will permit the vehicle and aerial ladder to be operated by qualified personnel only, or personnel in training under the strict supervision of a qualified driver/operator.

(b). The CITY will perform an initial inspection/repair of the Fire Apparatus prior to transferring the vehicle to the TOWN.

(c). The CITY will provide the TOWN with copies of the 2012 annual services tests of the pump, fire hose, ground ladders and aerial ladder. The TOWN will be responsible for annual testing of the Fire Apparatus including pump testing, aerial ladder testing, hose testing and other testing in accordance with NFPA, NC-OSFM beginning March 1, 2013.

(d). The CITY will inventory all equipment on board the Fire Apparatus prior to the transfer of the Fire Apparatus. Documentation will be provided to both departments. The TOWN will be responsible for maintenance and testing of equipment on the Fire Apparatus in accordance with NFPA and NC-OSFM during the term of the Joint Use Agreement.

(e). The TOWN may place additional equipment in/on the Fire Apparatus.

(f). The TOWN will be responsible for providing fuel for the Fire Apparatus while housed and operated by the TOWN'S Fire-Rescue-EMS Department.

(g). The vehicle shall display “Greenville Fire/Rescue” and Winterville Fire-Rescue-EMS” in accordance with requirements set forth by the NC-OSFM.

(h). The TOWN will respond the Fire Apparatus to structure fires and other calls for service as deemed necessary by the Town of Winterville Fire-Rescue Chief.

(i). The TOWN will make the vehicle immediately available to the CITY whenever the CITY’s 2010 Pierce Aerial Platform vehicle is out of service for longer than four hours.

6. MAINTENANCE: The TOWN will be responsible for all maintenance and repairs of the apparatus for the period that the apparatus is housed and operated under the terms of this agreement. The TOWN shall notify the CITY’s on-duty Battalion Chief whenever the Fire Apparatus is out of service for maintenance or repair.

7. INSURANCE:

(a). The CITY is responsible for maintenance of motor vehicle liability, personal or property casualty or damage insurance for the vehicle as the primary insurer, and the TOWN is responsible for maintenance of motor vehicle liability, personal or property casualty or damage insurance for the vehicle as the secondary insurer.

(b). The TOWN agrees to maintain all liability, workers’ compensation and other insurance for all employees, agents, contractors, managers, and directors of the TOWN. Failure to maintain any insurance policy, unless not required by the statutes of the State of North Carolina, shall be grounds for immediate termination of this Agreement.

8. DAMAGES and INDEMNIFICATION:

(a). The TOWN agrees that the TOWN shall be responsible for all damages to the Fire Apparatus while the Fire Apparatus is in the TOWN’s possession and/or use under the terms of this Joint Use Agreement.

(b). The TOWN agrees to indemnify and hold harmless the CITY, its Council members,

Manager, department heads and employees from any claim, dispute, litigation or action by any third party as a result of the services performed by the TOWN under the terms of this Joint Use Agreement, including but not limited to any claims for loss of employment, lost income, release of confidential information, claims of injury, property damage or claims for any special damages incurred by such third party or representatives of such third party.

9. TERMINATION: This Agreement may be terminated by mutual agreement of the parties or by either party, at any time, by the provision of at least thirty (30) days written notice to the other party.

10. NOTICES: All notices, approvals, consents, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, with sufficient postage affixed, certified mail, return receipt, and addressed to the respective parties as follows:

CITY OF GREENVILLE

Greenville Fire/Rescue Department
Attn: Chief of Fire/Rescue
P.O. Box 7207
Greenville, NC 27835-7207

TOWN OF WINTERVILLE

Winterville Fire/Rescue Department
Attn: Fire/Rescue Chief
2571 Railroad Street
Winterville, NC 28590

11. CHANGES: All changes and amendments must be in writing, upon such terms and conditions as the parties agree, and signed by the parties.

12. ENTIRE AGREEMENT: This Agreement represents the entire agreement and understanding of the parties and there are no other agreements oral or in writing between the parties, except for any request to conduct any examination or invoice for the conduct of such examinations.

The persons executing this Agreement declare and assert they have the authority and ability to bind their party to the terms and conditions of this Agreement.

13. SEVERABILITY: If any part or provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions or parts thereof and the remainder of the affected provision or part.

14. CONSTRUCTION: This Agreement shall be interpreted and enforced under the laws of the State of North Carolina.

15. DUPLICATE ORIGINALS: The parties agree to execute this Agreement in duplicate originals. Each party shall maintain a fully executed original Agreement.

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

TOWN OF WINTERVILLE

By: _____
Terri L. Parker
Town Manager

CITY OF GREENVILLE

Barbara Lipscomb
City Manager

APPROVED AS TO FORM:

David A. Holec, City Attorney
City of Greenville

PRE-AUDIT CERTIFICATION

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

Bernita Demery, Finance Director
City of Greenville



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Contract award for the development of a Short-Range Transit Plan for the Greenville Area Transit system

Explanation: **Abstract:** The development of a Short-Range Transit Plan (SRTP) for the Greenville Area Transit (GREAT) system will provide a much needed transit service “roadmap” for the City of Greenville for the next five years. The SRTP will include a detailed analysis of the current GREAT service compared to the current and projected demand for such service. It will include recommendations for service changes and operational policies for both the current level of service and an expanded level of service. It will also include a financial plan for any changes requiring additional funding.

Explanation: The GREAT service has been provided for many years without the additional benefit of having a formal development plan in place to guide its growth over time. Funding was therefore set aside within an existing federal transit grant to develop such a plan for the future and, more recently, a request for proposals was developed and advertised to obtain the services of a third-party consultant experienced in developing SRTPs.

The City received proposals from three (3) firms in response to the request for proposals. These firms are:

- Gannett Fleming Inc. of Raleigh, NC
- Nelson Nygaard Inc. of Boston, MA
- Stantec Inc. of Raleigh, NC

The proposals of all three (3) consultants were reviewed by an evaluation committee consisting of the following City representatives:

- Angelene Brinkley, Purchasing Manager
- Jo Penrose, GUAMPO Planner
- Kenneth Jackson, Operations Manager
- Scott Eaton, Community Development Planner

- Stephen Mancuso, Transit Manager

The evaluation committee members first reviewed and ranked the proposals individually. The committee then met and tabulated the collective ranking and decided to interview all three (3) of the firms submitting proposals. These interviews were held on December 12, 2012. The evaluation committee then concluded its work with a final unanimous ranking of the firms.

Negotiations with the top ranked firm, Stantec Inc., were conducted on January 3, 2013, in person and continued by phone on January 8 and 9, 2013. These negotiations defined the final agreed-upon work plan and price, both of which are detailed in Exhibit A of the attached contract. In summary, as a result of these negotiations, the City was able to obtain two (2) additional public outreach neighborhood meetings at no additional cost.

Fiscal Note:

Funding for the development of an SRTP for the GREAT system was budgeted for in an existing grant as denoted immediately below. No new funding is needed.

Federal Share	\$ 80,000
Local Share	\$ <u>20,000</u>
TOTAL	\$100,000

Recommendation:

Award a professional services contract to Stantec Inc. in an amount not to exceed \$97,956.70 for the development of a Short-Range Transit Plan for the Greenville Area Transit system, and authorize the City Manager to execute the contract between the City of Greenville and Stantec Inc.

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

Attachments / click to download

- [SRTP Final Price](#)
- [SRTP_Agreement_Final_945077](#)

AGREEMENT

This Agreement, entered into this _____ day of _____, 2013, by and between the City of Greenville, NC, hereinafter referred to as the "CITY", and Stantec, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in Exhibit "A", and hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work and Project Fees, for the cost also identified in Exhibit "A."
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "A" - Schedule of Fees for Additional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within five (5) days following City Council approval of this Agreement and shall complete the work outlined in Exhibit "A" within the timeframe stated on page 24 of the CONSULTANT'S original proposal, which is made a part of this AGREEMENT as if it was attached hereto, unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the

CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, as payment in full, a sum not to exceed ninety-seven thousand, nine hundred fifty-six and 70/100 dollars (\$97,956.70). This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibit A.
- B. Payment of Compensation: The CONSULTANT shall be compensated in progress payments based upon the percentage completion of work of each phased denoted in Exhibit A. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The Transit Manager shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the CITY is specifically required.
- B. CONSULTANT: The Senior Transportation Engineer shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

V. FEDERAL LAWS

This contract is financed in part with funding received under Section 5307 of the Federal Transit Act. All services performed by CONSULTANT pursuant to the AGREEMENT shall be performed in accordance and full compliance with all applicable federal laws and requirements including, but not limited to:

Energy Conservation

The CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water

The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records

The following access to records requirements apply to this Contract:

1. The CONSULTANT agrees to provide the CITY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONSULTANT also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The CONSULTANT agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONSULTANT agrees to maintain same until the CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CITY and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

Clean Air

(1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

No Obligation by the Federal Government.

(1) The CITY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.

(2) The CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.

(3) The CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination for Convenience

The CITY may terminate this contract, in whole or in part, at any time by written notice to the CONSULTANT when it is in the CITY's best interest. The CONSULTANT shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONSULTANT shall promptly submit its termination claim to CITY to be paid the CONSULTANT. If the CONSULTANT has any property in its possession belonging to the CITY, the CONSULTANT will account for the same, and dispose of it in the manner the CITY directs.

Termination for Default

If the CONSULTANT does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONSULTANT fails to perform in the manner called for in the contract, or if the CONSULTANT fails to comply with any other provisions of the contract, the CITY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CITY that the CONSULTANT had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONSULTANT, the CITY, after setting up a new delivery of performance schedule, may allow the CONSULTANT to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure

The CITY in its sole discretion may, in the case of a termination for breach or default, allow the CONSULTANT 14 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If CONSULTANT fails to remedy to CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 14 days after receipt by CONSULTANT of written notice from CITY setting forth the nature of said breach or default, CITY shall have the right to terminate the Contract without any further obligation to CONSULTANT. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against CONSULTANT and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that CITY elects to waive its remedies for any breach by CONSULTANT of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONSULTANT is required to verify that none of its principals, as defined at 49 CFR

29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONSULTANT is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Greenville. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Greenville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

(3) The CONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CITY's City Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONSULTANT mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the CONSULTANT and the CONSULTANT shall abide by the decision.

Unless otherwise directed by CITY, CONSULTANT shall continue performance under this Contract while matters in dispute are being resolved.

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY and the CONSULTANT arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Carolina.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY, or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the

Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 4 %. A separate contract goal has not been established for this procurement.

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTATN shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CITY deems appropriate. Each subcontract the CONSULTANT signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The CONSULTANT will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The CONSULTANT is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the CONSULTANT’s receipt of payment for that work from the CITY. In addition, the CONSULTANT may not hold retainage from its subcontractors.

The CONSULTANT must promptly notify the CITY, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The CONSULTANT may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CITY.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:

- 1 Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
- 2 Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.

B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

VII. NO PERSONNEL, AGENCY OR COMMISSION

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VIII. SUBCONTRACTING

The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

IX. INDEPENDENT CONSULTANT

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent CONSULTANT and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

X. SPECIFICATIONS

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are

changed by written amendment to this Agreement modified in writing to incorporate such changes.

XI. DOCUMENTS/DATA

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XII. INDEMNIFICATION AND INSURANCE

As respects acts, errors, or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, defense costs, or liability arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her professional services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of or in connection with CONSULTANT's (or CONSULTANT's subCONSULTANTS, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those arise out of the negligence or willful misconduct of CITY.

Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- 1 Workers' compensation insurance as required by North Carolina statutes.

- 2 Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent CONSULTANT'S Liability (if applicable).
- 3 Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000). CONSULTANT shall maintain such coverage for at least four (4) years from the termination of this Agreement. During this four (4) year period, CONSULTANT shall use CONSULTANT'S best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- 4 Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.

Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Greenville NC, PO Box , Greenville NC, 27835."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Greenville shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Greenville, its officers, agents, employees, representatives and volunteers are added as additional insured's as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Grenville."

Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT'S responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period,

copies of any insurance policies required under this Agreement.

In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

- 1 Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
- 2 Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
- 3 Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subCONSULTANT's performance of the work covered under this Agreement.

XIII. MISCELLANEOUS PROVISIONS

- A. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of North Carolina.
- D. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:
- E. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of North Carolina. Jurisdiction of litigation arising from this Agreement shall be in the State of North Carolina. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Pitt County, North Carolina.

PRE-AUDIT CERTIFICATION:

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

Bernita W. Demery, Director of Financial Services

Account Number: 030-9500 403.75-00

SCOPE OF WORK AND PROJECT FEES

EXHIBIT A

Task	Activity	Rates	Principle \$162.00	Senior transit \$121.50	Staff engineer \$86.40	Admin support \$62.10	Temps \$15.00	Web advisor \$80.00	Title VI advisor \$150.00	Outreach specialist \$150.00	activity cost per hr	
1	\$2,197.80	Project Management Plan									22.0	\$99.90
	\$648.00	QA QC	4.0								4.0	\$162.00
	\$486.00	Work Plan		4.0							4.0	\$121.50
	\$691.20	Reporting			8.0						8.0	\$86.40
	\$372.60	Admin support				6.0					6.0	\$62.10
2	\$11,647.80	Steering Committee Management									114.0	\$102.17
	\$2,840.40	Kick off meeting/schedule		12.0	16.0						28.0	\$101.44
	\$2,840.40	Needs analysis discussion		12.0	16.0						28.0	\$101.44
	\$2,840.40	Ranking alternatives meeting		12.0	16.0						28.0	\$101.44
	\$2,878.20	Adoption of recommendations		18.0	8.0						26.0	\$110.70
	\$248.40	Admin support				4.0					4.0	\$62.10
3	\$17,017.40	Public Involvement									178.0	\$95.60
	\$3,927.00	Stakeholders workshop	4.0	10.0	10.0					8.0	32.0	\$122.72
	\$1,663.20	Open House Draft Alternatives		8.0	8.0						16.0	\$103.95
	\$2,863.20	Open House Draft Recommendations		8.0	8.0				8.0		24.0	\$119.30
	\$1,071.60	On-board rider survey		4.0	4.0		16.0				24.0	\$44.65
	\$2,220.20	On-line survey/forum		6.0	8.0			10.0			24.0	\$92.51
	\$1,717.20	Community/business corridor survey		4.0	8.0		16.0			2.0	30.0	\$57.24
	\$3,555.00	Up to 2 neighborhood meetings		12.0	2.0	2.0		0.0	6.0	6.0	28.0	\$126.96
4	\$16,637.40	Data Collection									288.0	\$57.77
	\$729.00	data framework		6.0							6.0	\$121.50
	\$691.20	run times, breakdowns, missed trips			8.0						8.0	\$86.40
	\$2,160.00	collect ride check data					144.0				144.0	\$15.00
	\$3,979.80	boarding-alighting analysis (weekday/Sat.)		10.0	32.0						42.0	\$94.76
	\$1,663.20	network configuration/coverage		8.0	8.0						16.0	\$103.95
	\$2,079.00	route-by-route efficiency - hrs/mls, on-time		10.0	10.0						20.0	\$103.95
	\$345.60	maintenance, safety and security records			4.0						4.0	\$86.40
	\$831.60	asset inventory and condition		4.0	4.0						8.0	\$103.95
	\$1,663.20	driver and supervisor interviews		8.0	8.0						16.0	\$103.95
	\$2,494.80	financial - fully allocated cost		12.0	12.0						24.0	\$103.95
5	\$11,697.90	Assessment of Current Services									113.0	\$103.52
	\$1,177.20	peer review - recent trend - NTD data		4.0	8.0						12.0	\$98.10
	\$1,298.70	dispatch and scheduling efficiencies		5.0	8.0						13.0	\$99.90
	\$2,468.40	target market demographics - 2010 census		4.0	16.0				2.0	2.0	24.0	\$102.85
	\$1,177.20	land-use/employment sites		4.0	8.0						12.0	\$98.10
	\$3,486.00	service gap analysis		12.0	20.0					2.0	34.0	\$102.53
	\$1,004.40	review of ADA contract service		4.0	6.0						10.0	\$100.44
	\$600.00	Title VI and Environmental Justice policies							4.0	0.0	4.0	\$150.00
	\$486.00	technology review		4.0							4.0	\$121.50

Original Proposal	Difference
\$2,280.00	-\$82.20
\$11,846.00	-\$198.20
\$18,796.00	-\$1,778.60
\$11,848.00	\$4,789.40
\$11,180.00	\$517.90

SCOPE OF WORK AND PROJECT FEES

EXHIBIT A

Task	Activity	Rates	Principle \$162.00	Senior transit \$121.50	Staff engineer \$86.40	Admin support \$62.10	Temps \$15.00	Web advisor \$80.00	TitleVI advisor \$150.00	Outreach specialist \$150.00	activity cost per hr
6	\$8,518.80 Alternatives										76.0 \$112.09
	\$658.80 forecast of constant Level of Service			4.0	2.0						6.0 \$109.80
	\$2,635.20 administrative and operation improvements			16.0	8.0						24.0 \$109.80
	\$1,803.60 capital improvement plan (includes GTAC)			12.0	4.0						16.0 \$112.73
	\$972.00 alternative delivery methods (i.e. vanpool)			8.0							8.0 \$121.50
	\$786.00 regional partnerships			4.0					2.0		6.0 \$131.00
	\$486.00 technology solutions			4.0							4.0 \$121.50
	\$1,177.20 mid range alternatives (e.g. phase 2)			4.0	8.0						12.0 \$98.10
7	\$9,782.00 Recommendation										80.0 \$122.28
	\$2,430.00 prioritization of projects/alternatives			20.0							20.0 \$121.50
	\$2,430.00 year-by-year programming			20.0							20.0 \$121.50
	\$2,430.00 funding strategies/budget tool			20.0							20.0 \$121.50
	\$1,200.00 Title VI and Environmental Justice policies								8.0		8.0 \$150.00
	\$320.00 marketing and image strategies							4.0			4.0 \$80.00
	\$972.00 mid range strategy			8.0							8.0 \$121.50
8	\$8,191.80 Draft SRTP										88.0 \$93.09
	\$939.60 document consolidation				8.0	4.0					12.0 \$78.30
	\$2,728.40 SRTP document production (magazine format)			8.0	8.0	12.0		4.0			32.0 \$85.26
	\$1,177.20 Manual of thresholds/standards used in study			4.0	8.0						12.0 \$98.10
	\$648.00 QA QC		4.0								4.0 \$162.00
	\$1,370.20 document review			4.0		2.0		2.0	2.0		12.0 \$114.18
	\$1,328.40 Admin support/reproduction			4.0	4.0	8.0					16.0 \$83.03
9	\$4,584.60 Final Report										36.0 \$127.35
	\$934.20 Documentation of Approval Process		2.0	4.0		2.0					8.0 \$116.78
	\$1,825.20 Presentation to Public Trans. & Parking Comm.		6.0	6.0		2.0					14.0 \$130.37
	\$1,825.20 Presentation to City Council		6.0	6.0		2.0					14.0 \$130.37
10	\$7,681.20 Strategic Leadership Retreat										64.0 \$120.02
	\$4,083.60 Expanded stakeholders visioning		12.0		8.0	4.0				8.0	32.0 \$127.61
	\$0.00 Cost of electronic polling during workshop									0.0	0.0
	\$3,597.60 Expanded stakeholders prioritization			12.0	8.0	4.0				8.0	32.0 \$112.43
	\$97,956.70 PROJECT TOTAL		38.0	373.0	330.0	52.0	176.0	20.0	32.0	38.0	1,059 \$92.50
			\$6,156.00	\$45,319.50	\$28,512.00	\$3,229.20	\$2,640.00	\$1,600.00	\$4,800.00	\$5,700.00	

Original Proposal	Difference
\$9,182.00	-\$663.20
\$10,742.00	-\$960.00
\$9,211.00	-\$1,019.20
\$4,693.00	-\$108.40
\$8,185.00	-\$503.80
\$97,963.00	-\$6.30

SCHEDULE OF FEES FOR ADDITIONAL SERVICES

Rates	Principle \$60.00	Senior transit \$45.00	Staff engineer \$32.00	Admin support \$23.00	Temps \$15.00	Web advisor \$32.00	TitleVI advisor \$50.00	Outreach specialist \$50.00
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City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Right-of-way encroachment agreement with Energizer Battery Manufacturing, Inc., for the installation of a groundwater monitoring well to be located in the right-of-way of Lakewood Drive approximately 100 feet north of Pineview Drive

Explanation: **Abstract:** Energizer Battery Manufacturing, Inc., under the management of the North Carolina Department of Environment and Natural Resources – Inactive Hazardous Sites Branch (NCDENR IHSB), is conducting a Remedial Investigation at the former Eveready Battery Facility located at South Evans Street and SE Greenville Boulevard. Energizer Battery requests an encroachment agreement to install one (1) shallow groundwater monitoring well within the right-of-way of Lakewood Drive.

Explanation: Energizer Battery Manufacturing, Inc. is in the process of completing a Remedial Investigation at the former Eveready Battery Facility located at South Evans Street and SE Greenville Blvd. This investigation is being conducted under the management of the North Carolina Department of Environment and Natural Resources – Inactive Hazardous Sites Branch (NCDENR IHSB). As part of the investigation, groundwater conditions are being assessed throughout the site and extending to the north. A single permanent monitoring well is required to serve as a long-term groundwater monitoring point. Energizer Battery requests an encroachment agreement to install one (1) shallow groundwater monitoring well within the right-of-way of Lakewood Drive.

Attached for City Council's consideration is a right-of-way encroachment agreement setting out the terms by which Energizer Battery Manufacturing, Inc. can encroach upon the public right of-way of Lakewood Drive. A map and cross section of the proposed monitoring well are attached to the agreement.


No adverse comments regarding this encroachment were received through the departmental review process. Staff takes no exception to this request.

Fiscal Note: There will be no cost to the City associated with the proposed encroachment.

Recommendation: City Council approve the right-of-way encroachment agreement permitting Energizer Battery Manufacturing, Inc. to install a groundwater monitoring well to be located in the right-of-way of Lakewood Drive about 100 feet north of Pineview Drive.

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

Attachments / click to download

 [Encroachment Agreement](#)

-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Prepared by: City of Greenville
Mail to: City of Greenville PWD
PO Box 7207
Greenville, NC 27834

Right of Way Encroachment Agreement
Lakewood Drive

THIS AGREEMENT made and entered into this the _____ day of February, 2013, by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first Part and hereinafter sometimes referred to as the **CITY**, and **ENERGIZER BATTERY MANUFACTURING, INC.**, 25225 Detroit Road, Westlake, OH 44145, party of the second party and hereinafter sometimes referred to as the **OWNER**;

W I T N E S S E T H

THAT WHEREAS, the OWNER desires to encroach upon the public right of way of the public street designated as Lakewood Drive at a location being about 100 feet north of Pineview Drive to install a monitoring well to acquire ground water samples and soil gas samples as shown on Attachment "A";

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated on attachment "A", subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to the OWNER, and the covenants and agreements herein contained with respect to the obligations of the OWNER hereunder, the CITY does hereby give and grant unto the OWNER, the right and privilege to make the encroachment, as shown on attachment "A", subject to the conditions contained in this Agreement.

TO HAVE AND TO HOLD said encroachment rights under this Agreement unto the OWNER, provided, however, the OWNER performs and abides by the covenants and agreements herein contained.

The covenants and agreements to be performed by the OWNER as a part of the consideration for this encroachment agreement are as follows:

1. All costs of construction and maintenance of the encroaching structure will be at the sole cost and expense of the OWNER.
2. All damages to the right of ways, including the traveled portion of the street located thereon, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure, shall be borne by the OWNER, including but not limited to the following:
 - a. Restoring the traveled portion of the street to good, passable condition for use by the public.
 - b. Repairing any damage to the existing curbing or sidewalks.
 - c. Repairing any damage to facilities maintained by Greenville Utilities Commission
3. Any damage to the OWNER's encroaching structure caused by the CITY's or Greenville Utilities Commission use of its right of ways for construction or maintenance work in the ordinary course of its business, shall be borne by the OWNER.
4. The OWNER shall maintain the encroaching structure so that it does not interfere with the utilization of the right of way by the CITY or utilization by the Greenville Utilities Commission of the right of way or facilities maintained by Greenville Utilities Commission.
5. The OWNER shall install and maintain the encroaching structure in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the right of way, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.
6. The OWNER hereby agrees to indemnify and save the CITY and its officers and employees harmless from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroaching structure.
7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the right of way or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.
8. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.
9. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until the OWNER complies, or to cause the removal of the encroaching structure from its right of way or from City property without cost to the CITY.

10. Notwithstanding any other provision of this Agreement, the CITY may terminate the right, privilege, and easement granted herein by the provision of at least thirty-day (30) written notice to the OWNER.

IT IS UNDERSTOOD AND AGREED that this Agreement shall become null and void if actual installation of the encroaching structure is not complete within one (1) year from the date of the execution of this Agreement.

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.

ENERGIZER BATTERY MANUFACTURING, INC.

By: _____ (Seal)
J. Thomas Houser, Environmental Quality Manager

CITY OF GREENVILLE

By: _____
Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

RECOMMENDED:

Kevin Mulligan, P.E., Director of Public Works

State of North Carolina

County of Pitt

I, _____, Notary Public of Pitt 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 municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City Council, its governing body, the foregoing instrument was signed in its name by Allen M. Thomas, sealed with its corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal, this the _____ day of February, 2013.

_____, Notary Public
(Print or Type Name of Notary Here)

My Commission Expires: _____

State of _____

County of _____

I, _____, Notary Public of said County and State, do hereby certify that J. Thomas Houser, personally appeared before me this day and acknowledged he is the Environmental Quality Manager for Energizer Battery Manufacturing, Inc., and that by authority duly given, he signed the foregoing instrument for and on behalf of said company.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2013.

_____, Notary Public
(Print or Type Name of Notary Here)

My Commission Expires: _____

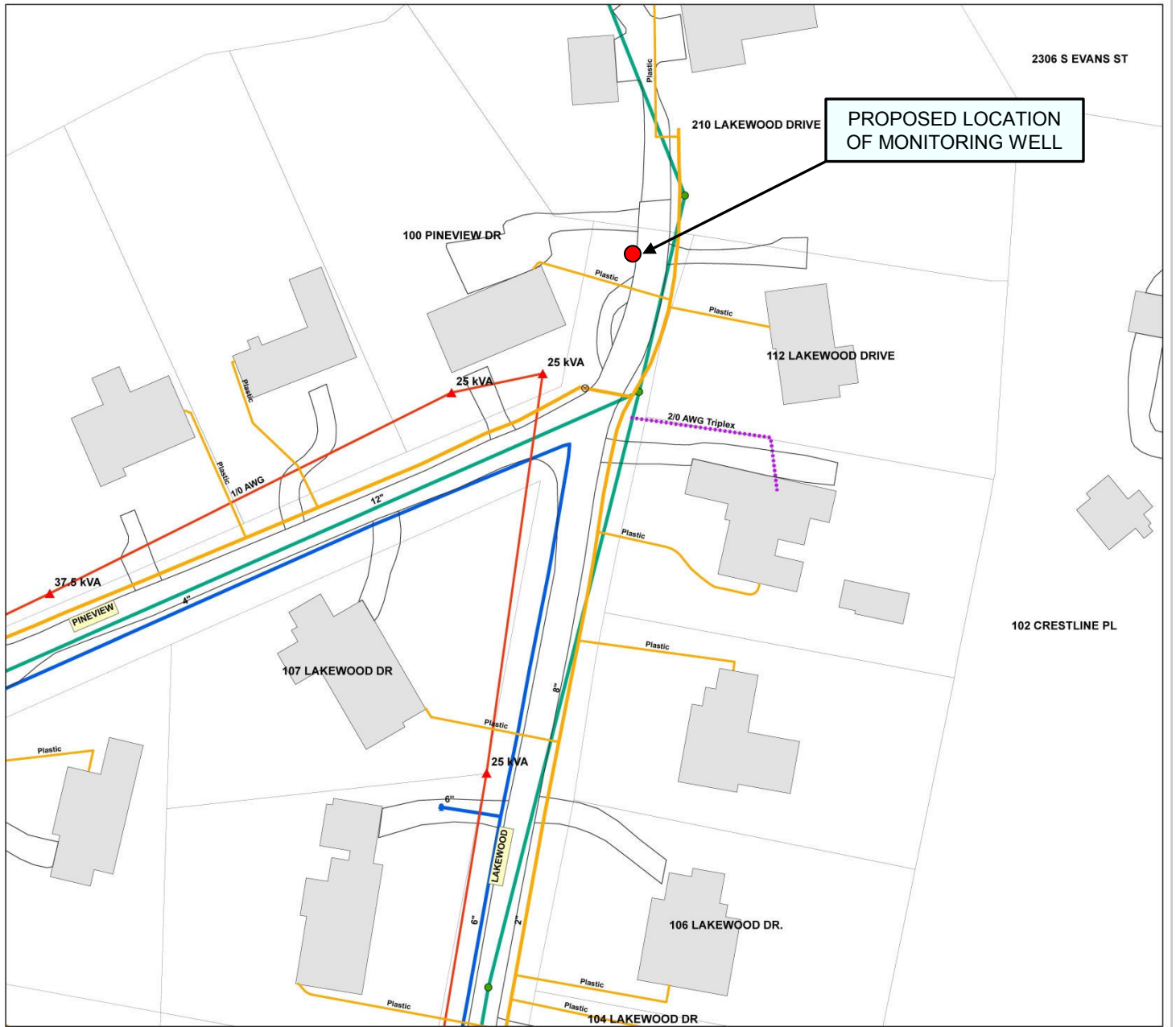


Lakewood Dr.
GUC Utilities
Created By: GIS Data Services
Date: 1/15/13

Legend

- ▲ Transformer
- Electric UG Service
- Primary Overhead
- Edge of Pavement
- ⋯ Secondary Underground
- Underground Conduit
- Water Main
- Water Fire Hydrant
- Manhole
- Pump Station
- Force Main
- Gravity Main
- ⊙ Gas Valve
- Gas Service
- Gas Main

NOTE: WATER AND SEWER UTILITY SERVICES ARE NOT SHOWN ON MAP



Item # 13

PROPOSED WELL LOCATION MAP
100 Pineview Drive
Greenville, North Carolina

Figure

1



ERM NC, Inc.
1130 Situs Ct, Suite 250
Raleigh, NC 27606

PROPOSED MONITORING WELL DIAGRAM

Site: *City of Greenville*

Address: *Intersection of Lakewood Drive & Pineview Drive (adjacent to 110 Lakewood Drive)*

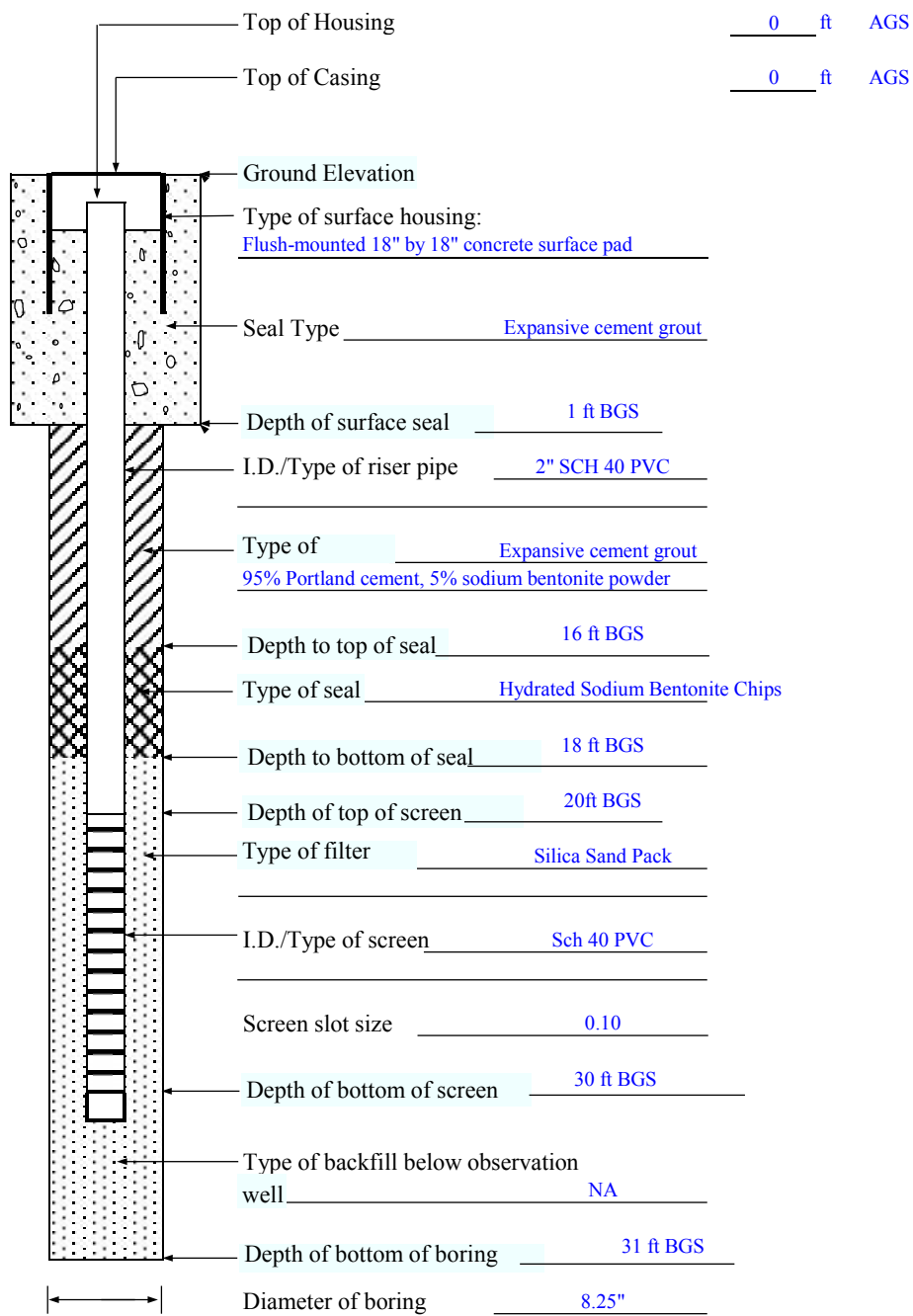
Well ID: *MW-29 (proposed)*

Install Method: *Hollow Stem Auger*

Installed By: *TBD*

Date: *March 2013*

Notes: *The following presents a generalized schematic of the proposed Type II well to be located within the Greenville right-of-way*



Notes:

Diagram not to scale
BGS - below ground surface
AGS - above ground surface



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Board of Adjustment
- b. Human Relations Council

Explanation: **Abstract:** Each City board and commission is scheduled to make an annual presentation at a regularly scheduled City Council meeting each year, and the presentations are spread throughout the year so that usually no more than three occur at any City Council meeting. The Board of Adjustment and Human Relations Council are scheduled to make their annual presentations to City Council on February 11.

Explanation: Each City board and commission is scheduled to make an annual presentation at a regularly scheduled City Council meeting each year, and the presentations are spread throughout the year so that usually no more than three occur at any City Council meeting. The Board of Adjustment and Human Relations Council are scheduled to make their annual presentations to City Council at the February 11, 2013, City Council meeting.

Fiscal Note: N/A

Recommendation: Hear the presentations by the Board of Adjustment and Human Relations Council

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Authorization for the establishment of an Immigrant Advisory Ad Hoc Subcommittee of the Human Relations Council

Explanation: **Abstract:** At the September 5, 2012, meeting of the Human Relations Council, the Human Relations Council unanimously recommended that the City Council authorize the creation of an Immigrant Advisory Ad Hoc Subcommittee (a subcommittee of the Human Relations Council). The Immigrant Advisory Ad Hoc Subcommittee would identify issues facing immigrant populations.

Explanation: The Human Relations Council and the Building Integrated Communities (BIC) stakeholders request that City Council approve the establishment of an Immigrant Advisory Ad Hoc Subcommittee (IAAHS) of the Human Relations Council.

Building Integrated Communities (BIC) History

Greenville is home to a growing diversity of people from all parts of the world as foreign-born populations have increased in recent years. In response to these demographic changes, Greenville launched the Building Integrated Communities (BIC) initiative in May 2011 in hopes of creating “an inclusive community where trust, acceptance, fairness, and equity are community norms.” The goal of the initiative is to examine the challenges that immigrants experience and take comprehensive steps to address these challenges, ultimately improving public safety, promoting economic development, enhancing communication, and improving relationships for all.

Building Integrated Communities is a collaborative initiative of Greenville residents, the City of Greenville, the Greenville Human Relations Council, and The Latino Migration Project at UNC-Chapel Hill. City and UNC-Chapel Hill staffs have provided technical support and information in a process driven by community stakeholders that include non-profit and faith organization leaders; representatives from immigrant communities; educators from PCC and ECU; and City and County staff from a variety of departments such as the Sheriff’s, Police,

and Emergency Services. More than 100 residents of Greenville, including representatives from 25 different countries, have participated in this process.

The process: Since May of 2011, BIC participants have met seven times at half-day summits, conducted interviews and focus groups, examined US Census data to understand Greenville's demographic changes, researched promising practices of immigrant integration policies from across the nation, and connected with other municipalities in North Carolina involved in similar efforts. All meetings were facilitated by trained professionals with the purpose of generating dialogue between immigrants and city leaders, examining a variety of different strategies to meet needs, and creating consensus around specific action strategies.

Findings: Research highlighted the fact that many immigrants want to get involved in the Greenville community, but often are not sure how, and that immigrants face difficulties accessing city services and information. An examination of best practices revealed that municipalities that engage with immigrants by improving lines of communication, enhancing service access, and providing leadership and entrepreneurial opportunities experience significant social and economic benefits.

Research also indicated that immigrants in the Greenville community experienced challenges daily in the following areas: (1) access to information and services, (2) police and emergency services, (3) emergency preparedness, (4) civic engagement, (5) housing, (6) education, (7) health care, (8) workforce and economic development, (9) transportation, (10) language barrier, and (11) lack of communication.

Greenville is rapidly becoming more diverse. For example, the Hispanic community grew from 1,244 in the year 2000 to 3,183 in 2010 – an increase of 155.87% (see Figure 1 in attachment for further information on the growth of this and other ethnic and racial groups). Along with increasing racial and ethnic diversity, Greenville and Pitt County are also experiencing growth in their immigrant populations : in 2009 the immigrant (foreign-born) population of Pitt County was estimated to be 6,090; in 2010, it was estimated to be 7,774, an increase of 27.65% (see Figure 2 in attachment for further details).

For the purpose of this report, the Ad Hoc Subcommittee will focus on issues as they relate to public safety (language barrier, police and emergency services, and emergency preparedness). The language barrier was identified as a major impediment when interacting with various segments of the total community.

Immigrants who do not speak English have a very difficult time communicating with law enforcement, emergency services, dispatchers and telecommunication workers. Therefore, many services, especially emergency services, are not easily obtained by non-English speaking persons.

The most challenging problem with successful integration is the inability of current residents to understand and recognize immigrants as real and potential assets in our communities. The nucleus of the Ad Hoc Subcommittee is to focus on involving and encouraging new immigrants to participate actively in civic life

by creating programs and events designed to introduce their culture or heritage to the wider community.

COMPOSITION

The Ad Hoc Subcommittee will consist of representatives of the Human Relations Council, city agencies, and advocates that understand the challenges of immigrants. Monthly meetings will be held on Tuesdays or Thursdays to discuss the challenges of the immigrant community and to develop recommendations for City Council's consideration. Meetings will be held between the hours of 8:00 a.m. and 5:00 p.m.

The following goals for the Ad Hoc Subcommittee were developed according to the issues and/or concerns established by BIC stakeholders:

Information: Provide information on city programs and services to residents,

Connect: Establish better relations with law enforcement agencies and service providers,

Experience: Help improve relations among the city's diverse populations,

Celebrate: Create ways to promote cultural understanding and awareness to the community of the contributions made by immigrants, and

Future: Work with immigrant youth in an outreach effort designed to integrate them into the community and provide them with the tools they need to become future community leaders.

In conclusion, with immigrants come some challenges – including basic communication issues that occur when some newcomers have not yet mastered English. Other challenges include cultural differences manifested in the way that people express themselves, relate to family and friends, and interact with their communities. However, demographic shifts also provide increased opportunities to infuse a community with new ideas, energy, and vitality.

Through the hard work of Greenville citizens in the Building Integrated Communities Project, new information has been generated and exchanged, the ideas and experiences of people from diverse backgrounds shared, and professional and community relationships strengthened. The Human Relations Council and BIC stakeholders believe that the establishment of this Ad Hoc Subcommittee would increase the community's efforts to successfully engage immigrant populations, and would assist the Council in responding to the many compelling community issues that are created by the increasing diversity of our growing communities and the need to further understand the special needs of the community.


Fiscal Note: No fiscal impact anticipated

Recommendation: The Human Relations Council and the Building Integrated Communities (BIC)

stakeholders request that City Council authorize the Human Relations Council to establish an Immigrant Advisory Ad Hoc Subcommittee to include some members of the Human Relations Council and other individuals as determined by the Human Relations Council.

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 [BIC_Final_Report_Greenville_937087](#)

 [Figures_1_and_2_946385](#)

2012

BUILDING INTEGRATED COMMUNITIES

Greenville, North Carolina



BUILDING INTEGRATED COMMUNITIES

Greenville, North Carolina

Executive Summary



Greenville is home to a growing diversity of people from all parts of the world as foreign-born populations have increased in recent years. In response to these demographic changes, Greenville launched the Building Integrated Communities (BIC) initiative in May 2011 in hopes of creating “an inclusive community where trust, acceptance, fairness, and equity are community norms.” The goal of the initiative is to examine the challenges that immigrants experience and take comprehensive steps to address these challenges, ultimately improving public safety, promoting economic development, enhancing communication, and improving relationships for all.

Building Integrated Communities is a collaborative initiative of Greenville residents, the City of Greenville, the Greenville Human Relations Council, and The Latino Migration Project at UNC-Chapel Hill. City and UNC-Chapel Hill staffs have provided technical support and information in a process driven by community stakeholders that include non-profit and faith organization leaders; representatives from immigrant and refugee communities; educators from PCC and ECU; and city and county staff from a variety of departments such as the Sheriff’s, Police, and Emergency Services. More than 100 residents of Greenville, including representatives from 25 different countries, have participated in this process.

The process: Since 2011, BIC participants have met five times at half-day summits, conducted interviews and focus groups, examined US census data to understand Greenville’s demographic changes, researched promising practices of immigrant integration policies from across the nation, and connected with other municipalities in North Carolina involved in similar efforts. All meetings were facilitated by trained professionals with the purpose of generating dialogue between immigrants and city leaders, examining a variety of different strategies to meet needs, creating consensus around specific action strategies, and finally, designing a community action plan.

Findings: Research highlighted the fact that many immigrants want to get involved in the Greenville community, but often aren’t sure how, and that immigrants face difficulties accessing city services (especially transportation) and information. An examination of best practices revealed that municipalities that engage with immigrants by improving lines of communication, enhancing service access and providing leadership and entrepreneurial opportunities experience significant social and economic benefits.

Recommendations: In response to these findings, BIC created a proposal for an Immigrant Advisory Task Force and an action plan for the city of Greenville. The mission of the Immigrant Advisory Task Force is to encourage immigrants’ involvement in local government, advise the Human Relations Council of issues relating to the immigrant community, and address the recommendations put forth in the action plan. Among the action items Action plan is to make information about city services and events more available through public libraries, community festivals, resource fairs, radio stations, faith- based organizations, and local newspapers. The next goal is to provide bilingual information and build awareness about the City’s transit system in immigrant communities. The final goal, to provide immigrants with more leadership opportunities in local government as well as learn about rights and responsibilities, will be addressed with initiatives such as a One-Stop Information Center, a Community Ambassador program and monthly “Get to Know Your Neighbor” newspaper articles about immigrants and their contributions to the community. Building Integrated Communities is committed to sustaining these long-term measures in Greenville.

The full report may be downloaded online at <http://isa.unc.edu/bic/news-publications/reports/>

Contacts

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Hannah Gill, PhD.
Director, Latino Migration Project
The University of North Carolina at Chapel Hill
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CHAPTER 1: BUILDING INTEGRATED COMMUNITIES: WORKING STATEWIDE

1.1 BUILDING INTEGRATED COMMUNITIES OVERVIEW

Building Integrated Communities (BIC) is a community planning process used to develop comprehensive immigrant integration plans with city government and immigrant leaders. This initiative is a collaboration between the Institute for the Study of the Americas and the School of Government at the University of North Carolina at Chapel Hill and Human Relations Commissions in three pilot communities in North Carolina. This program emerged to provide communities that want to be more welcoming and inclusive the toolsets to incorporate their immigrant population.

Since 2010, BIC has formed Community Integration Commissions in the City of Highpoint, the City of Greenville, and Orange County. These commissions, made up of elected officials, immigrant leaders, and other community stakeholders, serve to develop strategies to improve communication and trust between immigrants, city agencies, and law enforcement officials. Communities were chosen to participate through an RFP application process based in part on willingness of elected officials to expand opportunities for sustained immigrant leadership and civic engagement.

1.2 OUR PROCESS

After application approval, the BIC team at UNC Chapel Hill conducted research to identify demographic characteristics and assess needs of immigrant and refugee communities in each pilot site. We then facilitated a series of preparation meetings with city officials to begin identifying stakeholders and coordinating outreach efforts for future stakeholder meetings. Each jurisdiction was responsible for identifying and inviting necessary stakeholders to be present during this process. In preparation for these meetings, BIC staff identified best practices by looking at numerous local immigrant integration policies from across the nation that would be shared with the project sites. Throughout the course of this initiative, these shared practices became modified to better fit the local context through facilitated stakeholder meetings between city officials, immigrant leaders, and local community advocates.

After initial planning was completed and each pilot site outreached to the necessary stakeholders, a series of three workshops were held over the course of a year. Each of these meetings was facilitated by a trained professional with the purpose of creating consensus around specific action strategies that were delineated by the end of the first year through a community action plan. Each plan was tailored to the specific immigrant populations identified in each city (eg. Latino immigrants, refugees from Burma, and other diverse groups) and also to meet stakeholder goals.

In the following year, the pilot sites implemented their short-term actions plans and started the foundations to implement their longer-term strategies. In addition, because frequent evaluation is critical to policy innovation and evolution, the *Building Integrated Communities* team provided technical assistance in implementing these plans throughout the second year and also in designing evaluation protocols to help communities and scholars understand the effects of these innovative strategies in all stages of the three-year process.

FIGURE 1.1: BUILDING INTEGRATED COMMUNITIES PLANNING PROCESS



SOURCE: BUILDING INTEGRATED COMMUNITIES INITIATIVE, 2012

The Building Integrated Communities team consisted of five core members that supported this multi-step and multi-year process:

- A professional facilitator helped lead all stakeholder meetings and construct an inclusive environment to engage in effective citizen participation.
- An Anthropologist, studying immigration to North Carolina at the Institute for the Study of the Americas at UNC-CH worked to coordinate the Building Integrated Communities Initiative.
- An Urban Planner specializing in working with underserved and vulnerable populations, especially around community development, provided presentations on best practices and expertise on local immigration policies.
- A program coordinator for BIC to help document and facilitate communication, as well as assist with logistics with the Building Integrated Communities project sites.
- A graduate student in City and Regional Planning provided information about best practices and worked to develop program evaluation materials.

CHAPTER TWO: OUR WORK IN GREENVILLE

2.1 OVERVIEW

Building Integrated Communities was a joint venture between the City of Greenville, the Greenville Human Relations Council, a board of local community leaders, the Institute for the Study of the Americas, the School of Government at UNC-Chapel Hill and their partners.

In February of 2011, the City of Greenville applied to be a pilot site in the *Building Integrated Communities* Initiative. In the application materials they expressed their interest in being part of this program to continue the work already started on their own. In particular, the work of the Human Relations Council (HRC), a board of community leaders had already spearheaded efforts to build an integrated community: a dialogue a few years ago to understand what inclusiveness meant in their community. In addition, the HRC had previously completed diversity training that also led to dialogues with the growing Islamic community in Greenville, an effort to engage youth in anti-bullying programs, and development of a program to bridge concerns about immigrant health. Greenville entered the BIC program with the hopes of making Greenville “an inclusive community where trust, acceptance, fairness, and equity are community norms” (BIC Application, 2011).

The application materials also showed the support institutions available for participating in this program and research that had already occurred to understand the needs of the underserved in their area. The representation from the City in this process would be mainly through the Human Relations Council, which boasts a current multi-ethnic and diverse body of members. Greenville also cited strong bonds with East Carolina University, Pitt Community College, the Association of Mexicans in North Carolina (AMEXCAN), and the Eastern North Carolina Latin America Coalition.

Although slightly outdated at the time of application, Greenville also included the Pitt County Health and Human Services needs assessment, *Pitt County Voices*, completed in 2006. This study was commissioned by the United Way of Pitt County and was conducted by East Carolina University’s Center for Survey Research and Regional Development Institute. The extensive survey administered to services providers, residents, and through community forums elucidated a number of issues facing the underserved. Although the responses were disparate, issues of crime, health, primary and secondary education, poverty, public transportation, and youth involvement dominated. The report has very little data directly relevant to immigrant and refugee communities. However, there are similarities in the challenges faced by immigrant and refugee communities and the survey population.

The BIC initiative was launched in Greenville in May 2011 to examine the challenges that immigrants experience and to take a look at the city’s efforts to build a community that welcomes immigrants and help them adjust to life. In particular, the driving mission for the city and HRC to enter this program was to “improve relationships and public safety.” Initial positive outcomes desired by the applicants were listed as:

- “Make all citizens, including newcomers feel welcome.
- Provide opportunities for all citizens to come together to learn celebrate, and respect the various mosaics of culture [sic] that represent our community.
- Improve the quality of life in Greenville for all citizens through consensus building and leadership development.
- Identify and attract the involvement of more stakeholders.
- Establish a process that will ensure citizens will be fully engaged.
- To develop an action plan within the second year of the initiative.”

(BIC Application, 2011)

Greenville also stressed additional importance on “building relationships” and highlighted the already identified presence of a “strong network of stakeholders we would work to bring to the table” (BIC Application, 2011). The application also included four commitment letters from major partners including one from East Carolina University, two from Pitt Community College, and the Mayor of Greenville (BIC Application, 2011).

2.2 THE IMMIGRANT EXPERIENCE IN GREENVILLE

In order to get a sense for key issues facing Greenville’s immigrant/refugee communities, Building Integrated Communities staff conducted interviews with representatives in 12 different organizations in the Greenville area that serve immigrants and refugees. BIC also mapped assets in Greenville that currently exist for immigrant and refugee populations and analyzed demographic data from the most recent 2010 census. Their findings resonated with the previous research conducted by the city in *Pitt County Voices*.

2.2A UNDERSTANDING NEEDS: PITT COUNTY AND GREENVILLE INTERVIEWS

The BIC staff contacted Greenville stakeholders for a semi-structured telephone interview generally lasting about half an hour. The questions addressed the most pressing issues facing the immigrant and refugee communities in the city, their causes, and possible solutions (Appendix Document 2). While there was a list of questions, they were fairly open-ended. In some cases, participants shared further information or responded to follow-up questions by e-mail.

Representatives were contacted from the following organizations: AMEXCAN, City of Greenville, College of Education, ECU, Greenville Human Relations Commission, Interfaith Refugee Ministry, NC Domestic Violence Commission (member), Pitt Community College, St. Paul’s Episcopal Church, School of Social Work, ECU, and United Way.

Results indicated that Greenville had a variety of community assets and support institutions in place that already catered to the immigrant population but critical issues still remained. Respondents answered that the key community assets included:

- **Human capital:** Greenville residents had a variety of life experiences, skills, and cultures of immigrants and refugees and also the dedication of volunteers and activists in community.
- **Support Institutions:** Respondents predominately mentioned AMEXCAN (The Association of Mexicans in North Carolina), an organization that promotes the active participation of Mexicans and Latinos in their new communities and encourage the appreciation, understanding, and prosperity of the Mexican and Latino community in Greenville and Pitt County.
- **Educational system:** Pitt Community College, in particular, provides ESL, job training, and mentoring programs to immigrant and refugees in the area.

While the numbers of community assets are valuable, respondents also highlighted a number of existing problems in two main areas:

- **Lack of access to services:** This particularly refers to Latino immigrants since refugees were described as receiving more support because of their access to legal status and refugee program resources.
- **Lack of information and communication:** There is a lack of communication and interaction between the immigrant and the host communities.

Many respondents saw these two problem areas as linked. For example, service providers lacked cultural and linguistic knowledge that would help them to better serve immigrant communities or immigrants lacked information on how to access services. Respondents also cited numerous causes for these problems: primarily the lack of bilingual and bicultural skills from service providers, the lack of data about immigrants needs, and the lack of a forum or infrastructure for people to learn about each other. In addition, lack of capital and capacity in social service programs and support for newcomers when they initially arrive in the community were also seen as critical issues.

Respondents did offer solution to tackle these that consisted mainly of mutual outreach, education, and leadership development between the general population and the local immigrant community.

This aggregated category can be subdivided into three groups (Andrew, 2012):

- Outreach, education, and leadership development for immigrant community (3 respondents)
- Outreach, education, and leadership development for general community (2 respondents)
- Institutionalized outreach, education, and leadership development through staff dedicated specifically to that end (1 respondent)

Respondents also cited the need for bilingual and bicultural training for service providers and data gathering within the immigrant community so that people can be protagonists in identifying needs and solutions for future projects.

2.3 UNDERSTANDING GREENVILLE DEMOGRAPHICS: QUANTITATIVE INFORMATION

To better understand Greenville and its residents, BIC staff created a profile based on available secondary data. The following is a more extensive assessment of Greenville and its residents based on current data from the Census, the Bureau of Labor Statistics, the Bureau of Economic Analysis, the U.S. Department of Housing and Urban Development. The following analysis is based on the Greenville Metro area, not the City of Greenville exclusively, because there is evidence that many of the immigrant and refugee population live outside of the city limits.

Greenville is an increasingly diverse area with many residents moving to enjoy the beautiful landscapes, a high quality of life, and education and economic opportunities. Greenville is the health, entertainment, and education hub of North Carolina's Tidewater and Coastal Plain regions and is considered the tenth largest city in North Carolina based on population. Because it serves as the home to Eastern Carolina University, Forbes Magazine recently named it one of the "100 Best Communities for Young People" according to America's Promise Alliance and one of the "Best Places for Business and Careers."

POPULATION

The city's official population as of the 2010 United States Census is 84,554 (up from 60,385 in 2000) residents but the Greenville Metro Area includes around 183,000 people. Of these residents 52 percent are females and 48 percent are males. In 2010, the median age of Greenville residents was 31.7 years. Greenville is the Home of East Carolina University and Vidant Medical Center, one of the largest hospitals in North Carolina and employs over 6,000 people. Greenville is also home to many families with twenty-three percent of the population being under the age of 18 years and 10 percent was 65 years and older. Figure 2.1 shows further general demographic information for the Greenville metro area and Pitt County.

The Greenville metro area is home to a diverse community. Minorities, as a whole, make up a large portion of the population, with the African-American community being the largest group at 36% of the total number of residents. The immigrant or foreign-born population, while still relatively small, has increased in recent years. While this is true for all groups, the Hispanic population, in particular, has trended upward in recent years. When considering immigrant populations, it is worth keeping in mind that these groups, and particularly Hispanics, tend to be undercounted. The following are the five main causes hypothesized to cause the Hispanic undercount:

- 1) disbelief in the confidentiality of the census; 2) distrust of government authorities (Brownrigg and Martin 1989); 3) fear of losing public assistance; 4) fear of deportation among undocumented immigrants; and 5) cultural differences in defining household structure (Harwood 1970, cited by de la Puente 1990; Bourgois 1990; Rodríguez and Hagan 1991).

(Duany 1992: 1)

Figures 2.1, 2.2, 2.3 2.4, and 2.5 provide more detailed information on the immigrant population.

FIGURE 2.1: GREENVILLE DEMOGRAPHICS

	Greenville			Pitt County		
	2000	2010	% increase	2000	2010	% increase
Population	60,476	84,554	39.81	133,798	168,148	25.67
Rank in NC	13	10	--	13	14	--
Male	27,997	38,762	38.45	63,441	79,360	25.09
Female	32,479	45,792	40.99	70,357	88,788	26.20
White	37,133	47,579	28.13	83,061	99,075	19.28
Black	20,649	31,272	51.45	45,019	57,257	27.18
Amer. Ind./Alaska Nat.	181	303	67.40	357	582	63.03
Asian/Pac. Islander	1,124	2,059	83.19	1,500	2,710	80.67
Other	611	1,489	143.70	2,408	5,136	113.29
Two or more races	778	1,852	138.05	1,453	3,388	133.17
Hispanic or Latino (of any race)	1,244	3,183	155.87	4,216	9,202	118.26
Mexican	589	1,558	164.52	2,992	6,422	114.64
Puerto Rican	180	547	203.89	337	870	158.16
Cuban	51	111	117.65	85	189	122.35
Other Hispanic or Latino	424	967	128.07	802	1,721	114.59
Age 0 – 17	11,375	15,832	39.18	31,554	37,798	19.79
Age 18 – 64	43,791	61,685	40.86	89,416	113,731	27.19
Age 65+	5,310	7,037	32.52	12,828	16,619	29.55
Median Age	26	26	0.00	30	31	1.97
Persons per Household	2.40	2.18	--	2.60	2.39	--
Married-couple Families	7,761	9,762	25.78	22,794	26,372	15.70
Non-family Households	13,201	19,386	46.85	20,302	27,912	37.48

SOURCE: CENSUS 2010

FIGURE 2.2: WORLD REGION OF BIRTH OF PITT COUNTY FOREIGN-BORN RESIDENTS

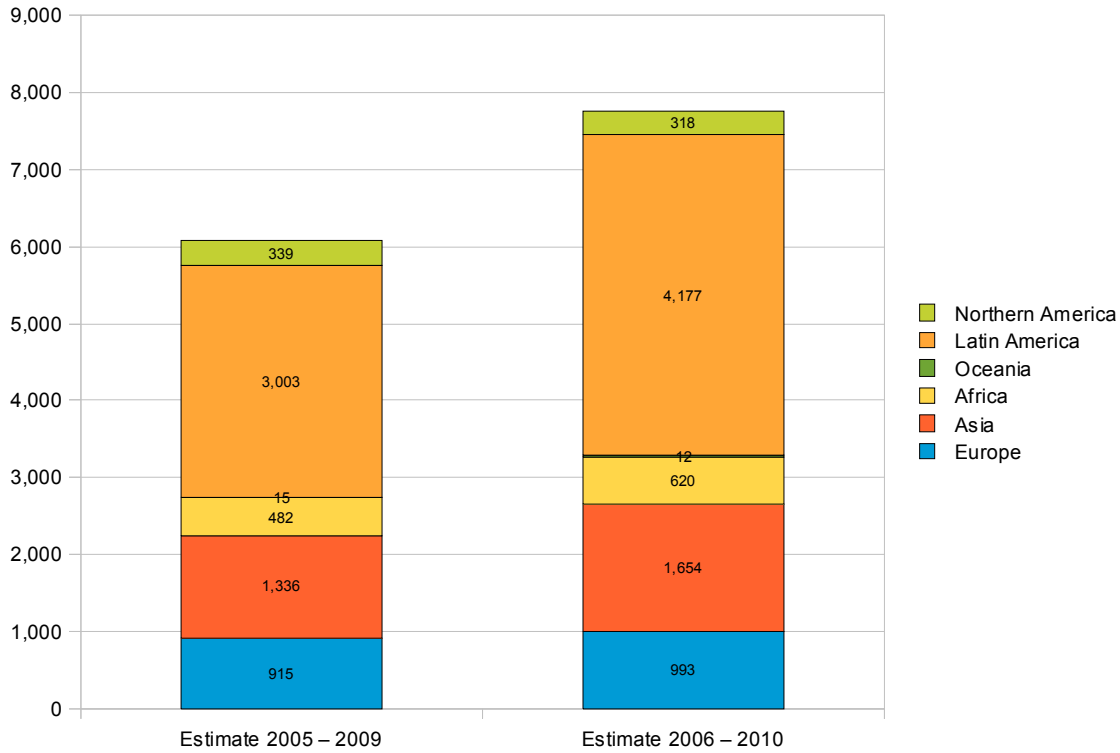
	Estimate	Estimate	% increase
	2009*	2010*	
Foreign-born population**	6,090	7,774	27.65
Europe	915	993	8.52
Asia	1,336	1,654	23.80
Africa	482	620	28.63
Oceania	15	12	-20.00
Latin America	3,003	4,177	39.09
Northern America	339	318	-6.19

SOURCE: AMERICAN COMMUNITY SURVEY, 5-YR ESTIMATES, 2009 & 2010

*American Community Surveys' five-year reports compile data over a five-year period in order to have a sample size large enough to be statistically valid for smaller communities. Thus numbers are approximate.

**Excluding population born at sea.

FIGURE 2.3: GRAPH OF WORLD REGION OF BIRTH OF PITT COUNTY FOREIGN-BORN RESIDENTS



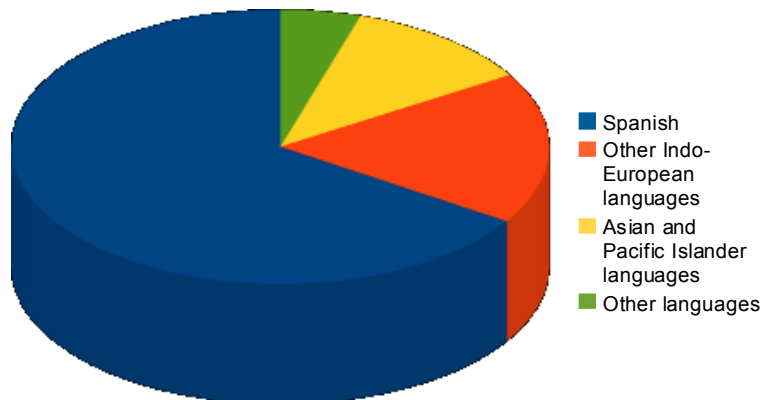
SOURCE: AMERICAN COMMUNITY SURVEY, 5-YR ESTIMATES, 2009 & 2010

FIGURE 2.4: LANGUAGE SPOKEN AT HOME AND ENGLISH-LANGUAGE ABILITY OF PITT COUNTY FOREIGN-BORN RESIDENTS

	Estimate	%
Population 5 years and over	150,623	--
English only	139,842	92.8
Language other than English	10,781	7.2
Speak English less than "very well"	4,192	2.8
Spanish	7,105	4.7
Speak English less than "very well"	3,482	2.3
Other Indo-European languages	1,925	1.3
Speak English less than "very well"	337	0.2
Asian and Pacific Islander languages	1,232	0.8
Speak English less than "very well"	306	0.2
Other languages	519	0.3
Speak English less than "very well"	67	0

SOURCE: AMERICAN COMMUNITY SURVEY, 5-YR ESTIMATES, 2009 & 2010

FIGURE 2.5: LANGUAGES, OTHER THAN ENGLISH, SPOKEN AT HOME BY PITT COUNTY FOREIGN-BORN RESIDENTS



SOURCE: AMERICAN COMMUNITY SURVEY, 5-YR ESTIMATES, 2009 & 2010

HOUSEHOLDS

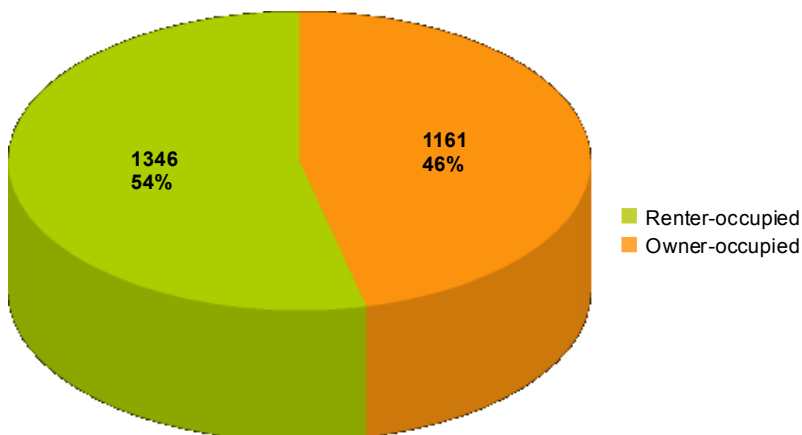
According to both the American Community Survey and the Census, in 2010 there were 70,000 households in Greenville, NC Metro Area. The average household size was 2.6 people. Families made up 60 percent of the households in the Greenville Metro Area. This figure includes both married-couple families (41 percent) and other families (19 percent). Of other families, 10 percent are female householder families with no husband present and children under 18 years. Nonfamily households made up 40 percent of all households in the Greenville Metro Area. Most of the nonfamily households were people living alone, but some were composed of people living in households in which no one was related to the householder. Thirty-three percent of all households have one or more persons under the age of 18; 20 percent of all households have one or more persons 65 years and over. A closer examination of Hispanic or Latino households follows as this was the only largely immigrant group that showed any identifiable settlement patterns. This information could facilitate the targeted implementation of programs.

FIGURE 2.6: TENURE BY LATINO OR HISPANIC ORIGIN OF HOUSEHOLDER

Category		Household	
		N	%
Owner-occupied	Owner-occupied households total	36,904	54.6
	Non-Hispanic or -Latino households	35,743	96.9
	Hispanic or Latino Households	1,161	3.1
Renter-occupied	Renter-occupied households total	30,673	45.4
	Non-Hispanic or -Latino households	29,327	95.6
	Hispanic or Latino Households	1,346	4.4
Pitt County householder total		67,577	100.0

SOURCE: CENSUS 2010

FIGURE 2.7: PERCENTAGE OF RENTER-OCCUPIED VS. OWNER-OCCUPIED HISPANIC OR LATINO HOMES IN PITT COUNTY, NC

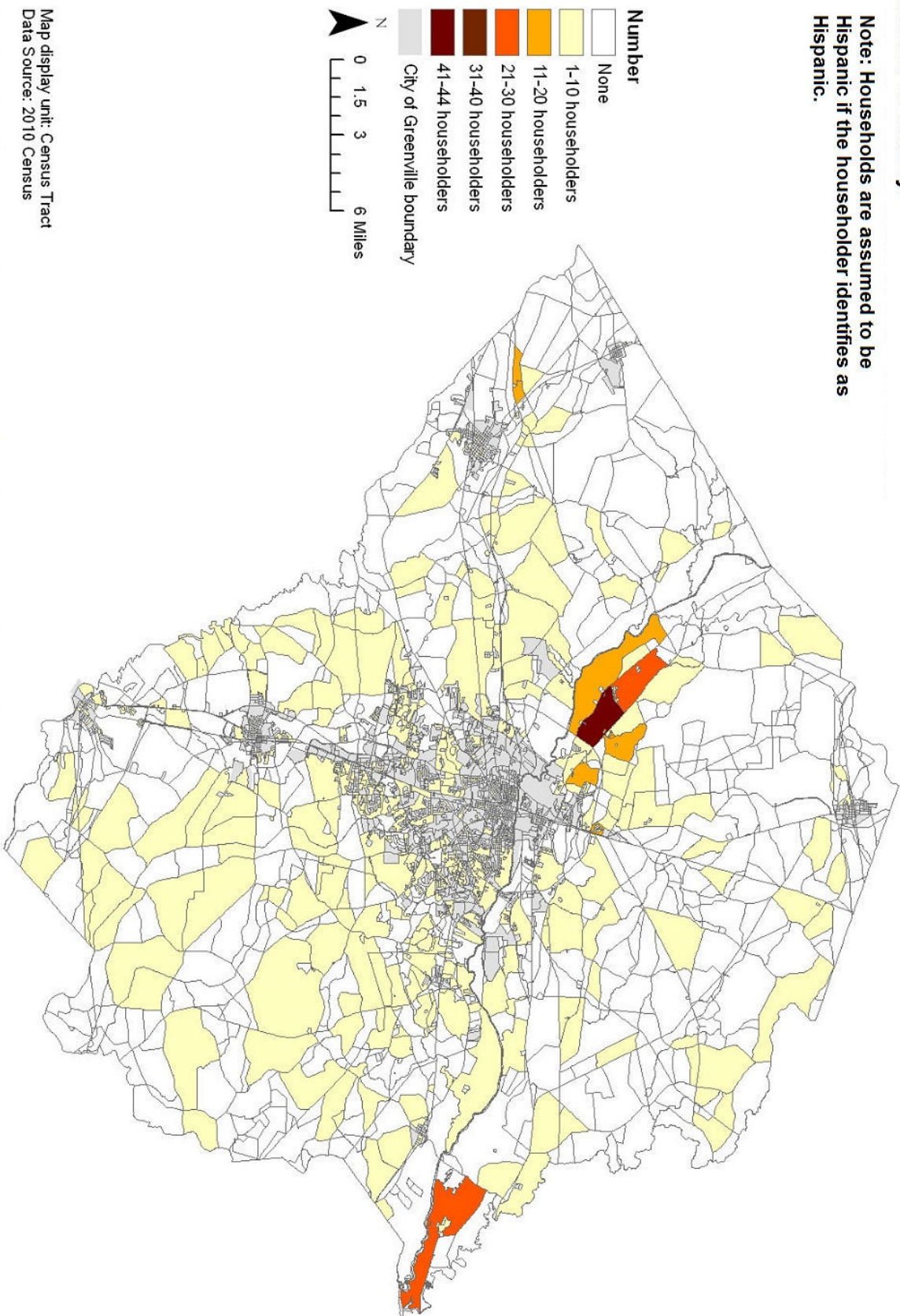


SOURCE: CENSUS 2010

FIGURE 2.8: Number of Hispanic or Latino Homeowners

This map illustrates the number of Hispanic householders who own their own homes in each census tract in Pitt County.

Note: Households are assumed to be Hispanic if the householder identifies as Hispanic.



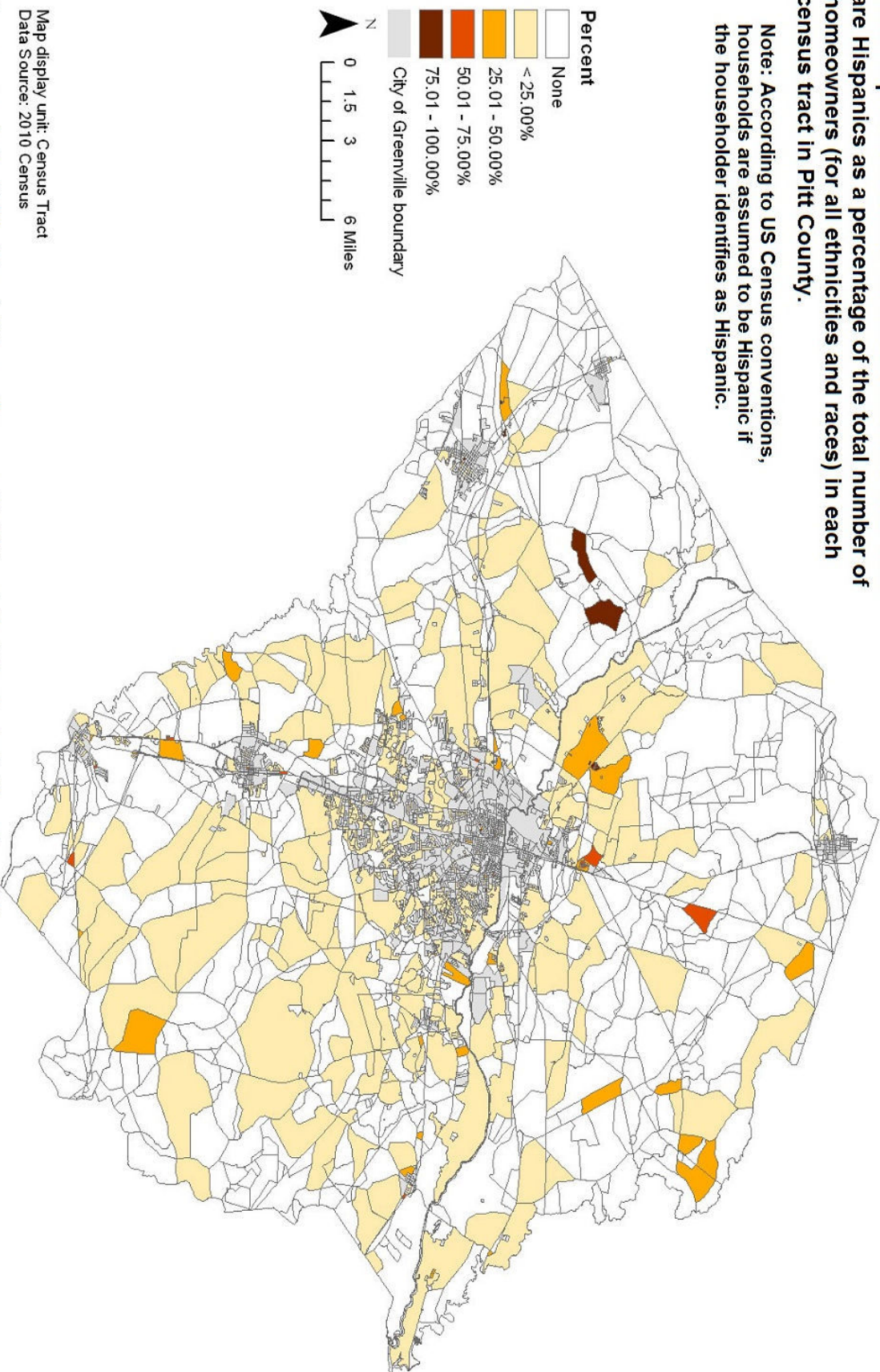
Map display unit: Census Tract
Data Source: 2010 Census

This map was created for Building Integrated communities research in Pitt County, North Carolina, by Dr. Misun Hur, c. 2012

FIGURE 2.9: Hispanic or Latino Homeowners as a Percentage of All Homeowners

This map illustrates the number of homeowners who are Hispanics as a percentage of the total number of homeowners (for all ethnicities and races) in each census tract in Pitt County.

Note: According to US Census conventions, households are assumed to be Hispanic if the householder identifies as Hispanic.



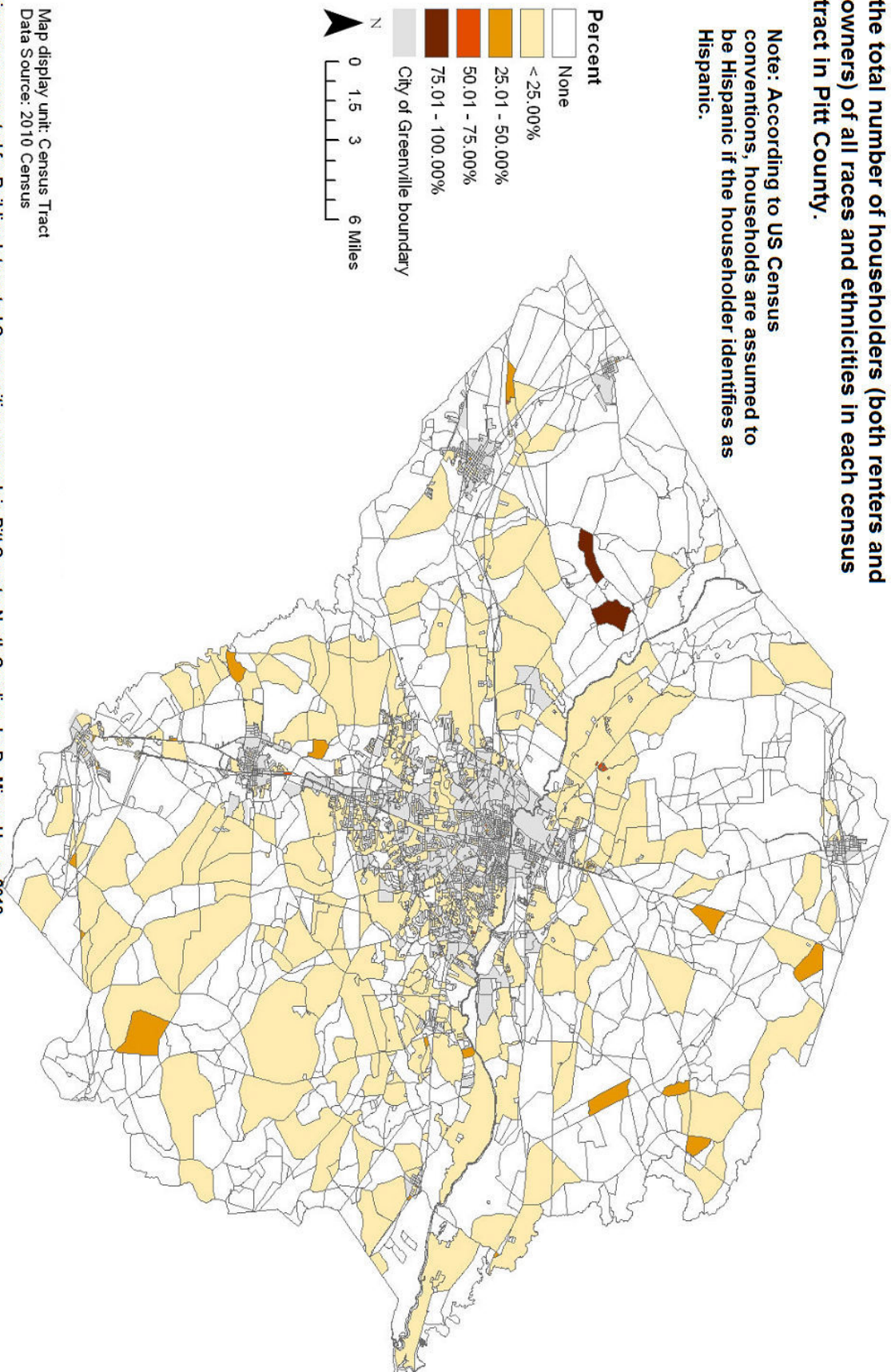
Map display unit: Census Tract
Data Source: 2010 Census

This map was created for Building Integrated Communities research in Pitt County, North Carolina, by Dr. Misun Hur, c. 2012

FIGURE 2.10: Hispanic or Latino Homeowners as a Percent of All Householders

This map illustrates the number of Hispanic householders who own homes as a percentage of the total number of householders (both renters and owners) of all races and ethnicities in each census tract in Pitt County.

Note: According to US Census conventions, households are assumed to be Hispanic if the householder identifies as Hispanic.



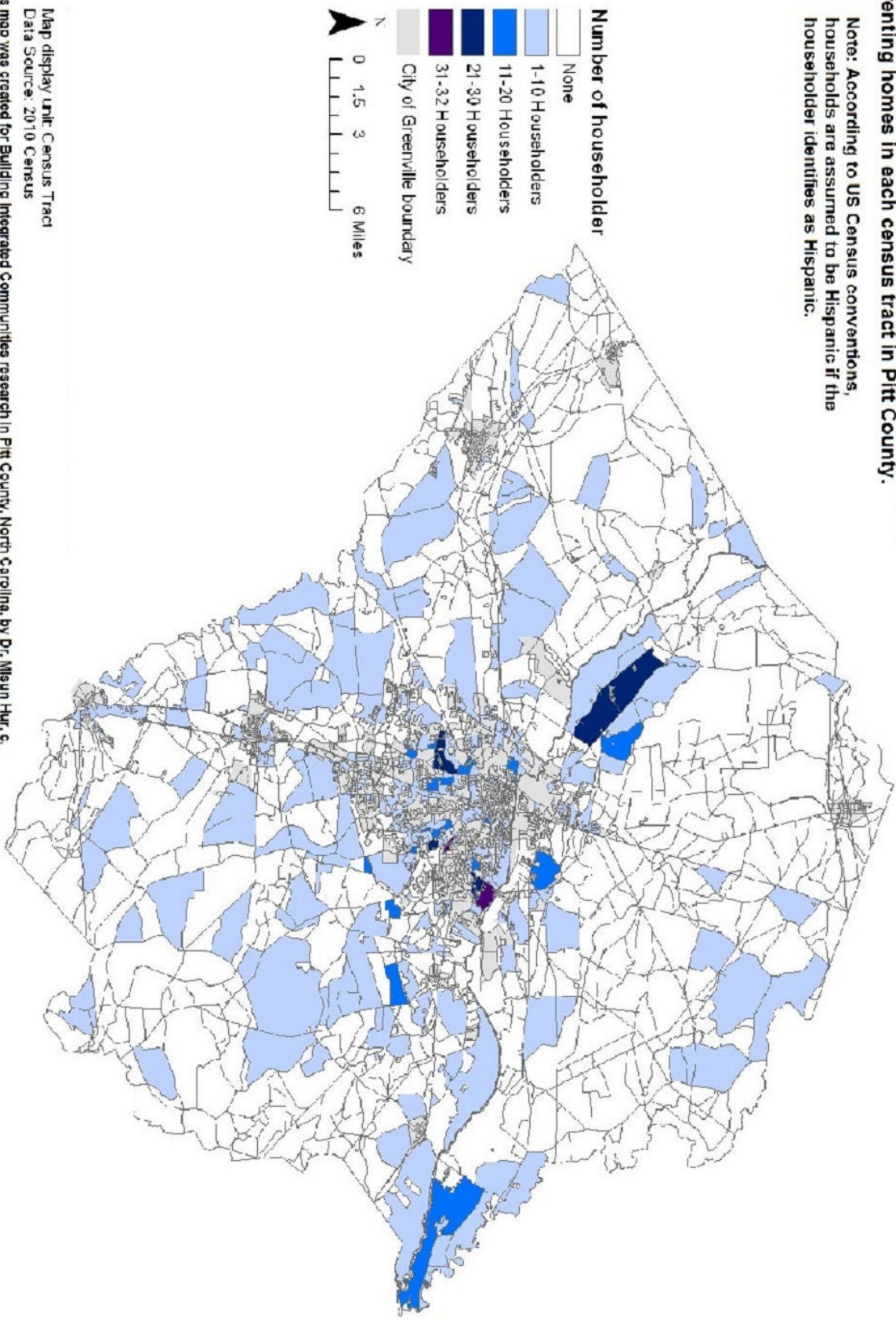
Map display unit: Census Tract
Data Source: 2010 Census

This map was created for Building Integrated Communities research in Pitt County, North Carolina, by Dr. Misun Hur, c. 2012

FIGURE 2.11: Number of Hispanic or Latino Renters

This map illustrates the number of Hispanic householders renting homes in each census tract in Pitt County.

Note: According to US Census conventions, households are assumed to be Hispanic if the household identifies as Hispanic.

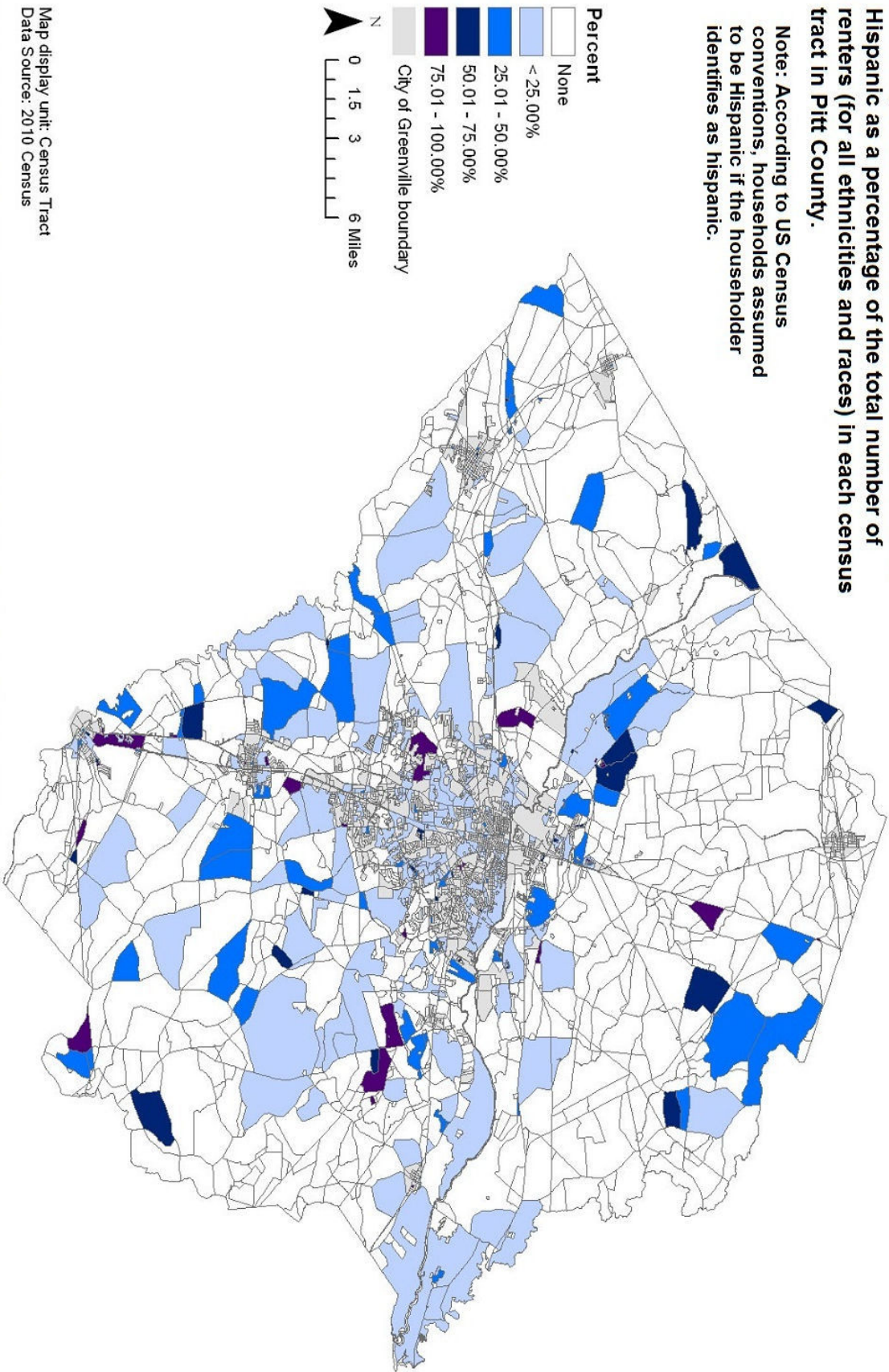


Map display unit: Census Tract
Data Source: 2010 Census
This map was created for Building Integrated Communities research in Pitt County, North Carolina, by Dr. Misun Hur, c. 2012.

FIGURE 2.12: Hispanic or Latino Renters as a Percentage of All Renters

This map illustrates the number of renters who are Hispanic as a percentage of the total number of renters (for all ethnicities and races) in each census tract in Pitt County.

Note: According to US Census conventions, households assumed to be Hispanic if the householder identifies as hispanic.



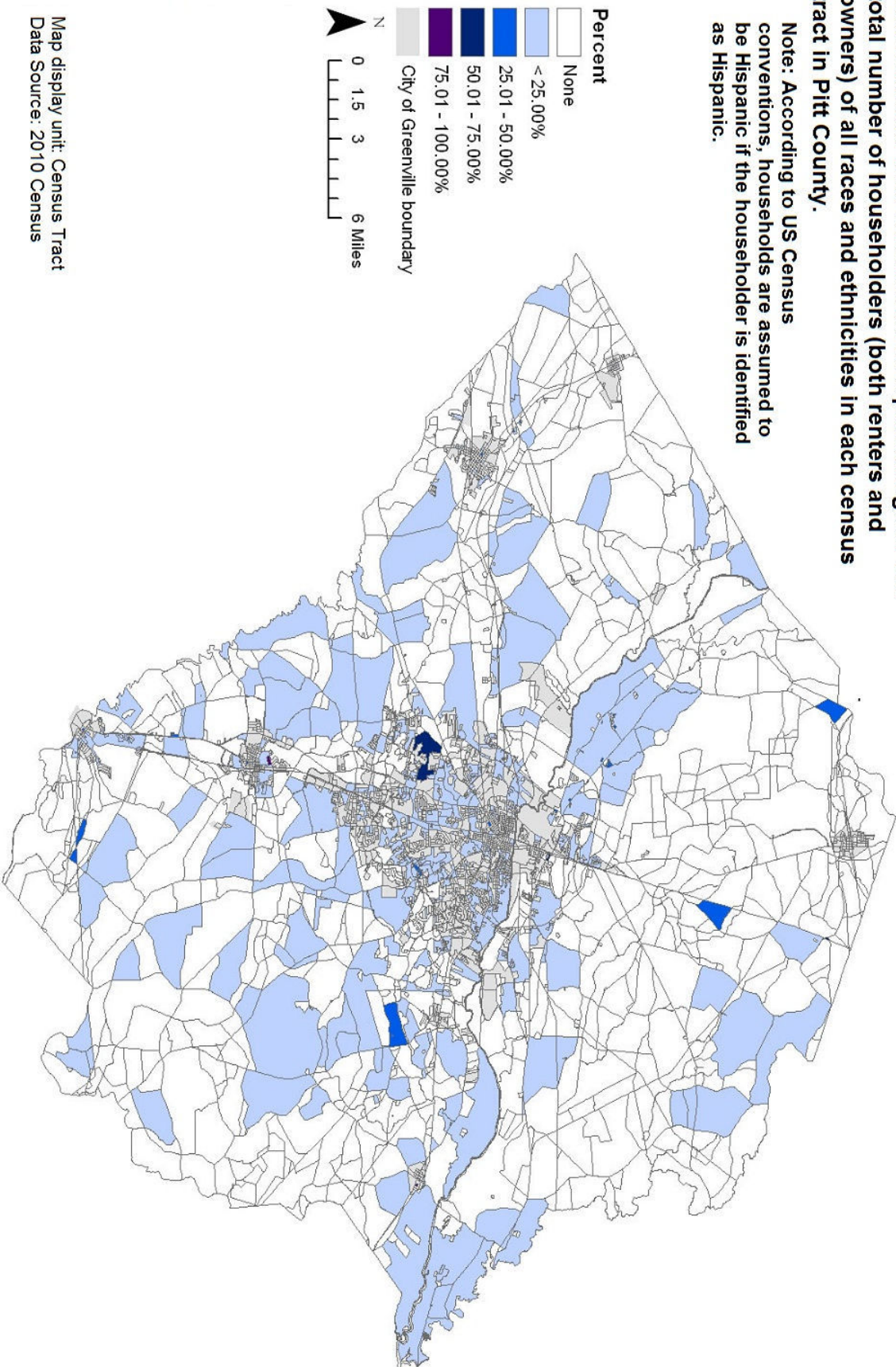
Map display unit: Census Tract
Data Source: 2010 Census

This map was created for Building Integrated Communities research in Pitt County, North Carolina, by Dr. Misun Hur, c. 2012.

FIGURE 2.13: Hispanic or Latino Renters as a Percentage of All Householders

This map illustrates the number of Hispanic householders who rent homes as a percentage of the total number of householders (both renters and owners) of all races and ethnicities in each census tract in Pitt County.

Note: According to US Census conventions, households are assumed to be Hispanic if the householder is identified as Hispanic.



Map display unit: Census Tract
Data Source: 2010 Census

This map was created for Building Integrated Communities research in Pitt County, North Carolina, by Dr. Misun Hur, c. 2012

HOUSING CHARACTERISTICS

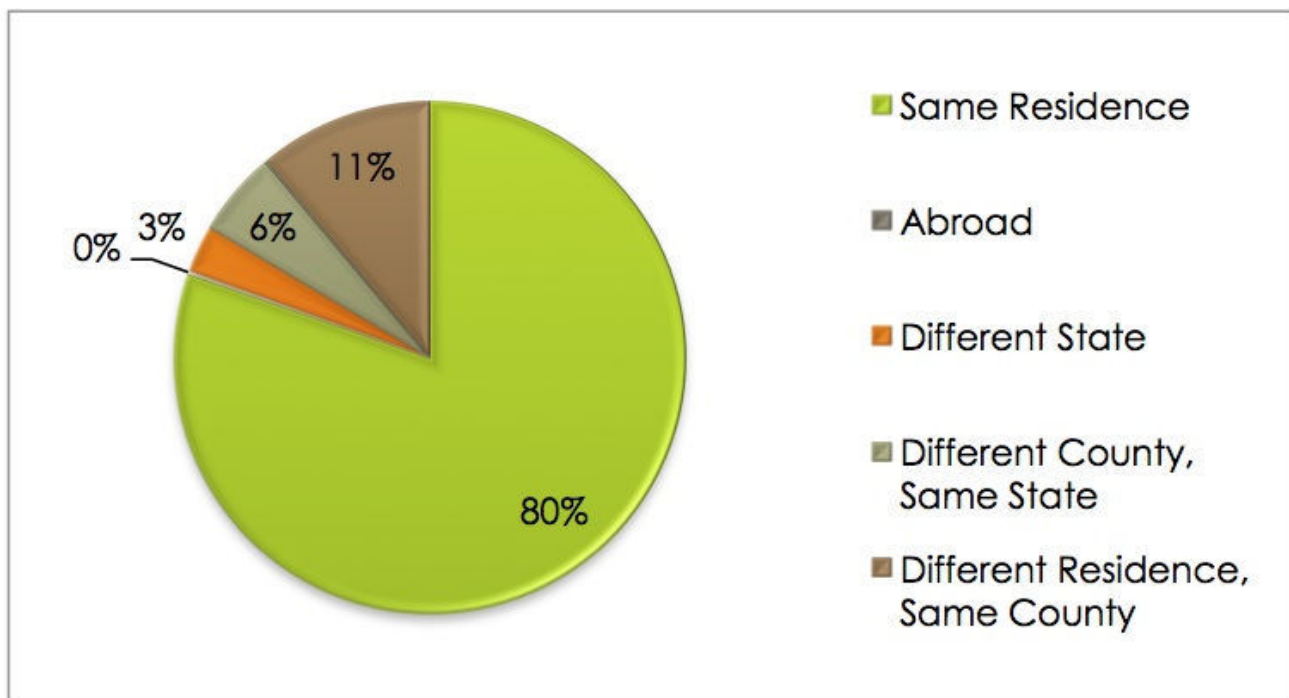
In 2010, Greenville, NC Metro Area had a total of 83,000 housing units, 15 percent of which were vacant. Of the total housing units, 54 percent were in single-unit structures, 31 percent were in multi-unit structures, and 15 percent were mobile homes. Fifty-four percent of the housing units were built since 1990. In 2010, there were 70,000 occupied housing units - 41,000 (59 percent) owner occupied and 29,000 (42 percent) renter occupied. Seventy-one percent of householders of these units had moved in since 2000. Seventy-one percent of the owner occupied units had a mortgage.

The median monthly housing costs for mortgaged owners was \$1,187, non-mortgaged owners \$436, and renters \$680. Thirty-three percent of owners with mortgages, 26 percent of owners without mortgages, and 54 percent of renters in the Greenville Metro Area spent 30 percent or more of household income on housing.

FOREIGN BORN

Ninety-five percent of the people living in the Greenville Metro Area in 2010 were native residents of the United States. Sixty-eight percent of these residents were living in the state in which they were born. Only five percent of the people were foreign born.

FIGURE 2.14: GEOGRAPHIC MOBILITY OF RESIDENTS OF GREENVILLE, NC METRO AREA



SOURCE: AMERICAN COMMUNITY SURVEY, 2010 1YEAR ESTIMATES

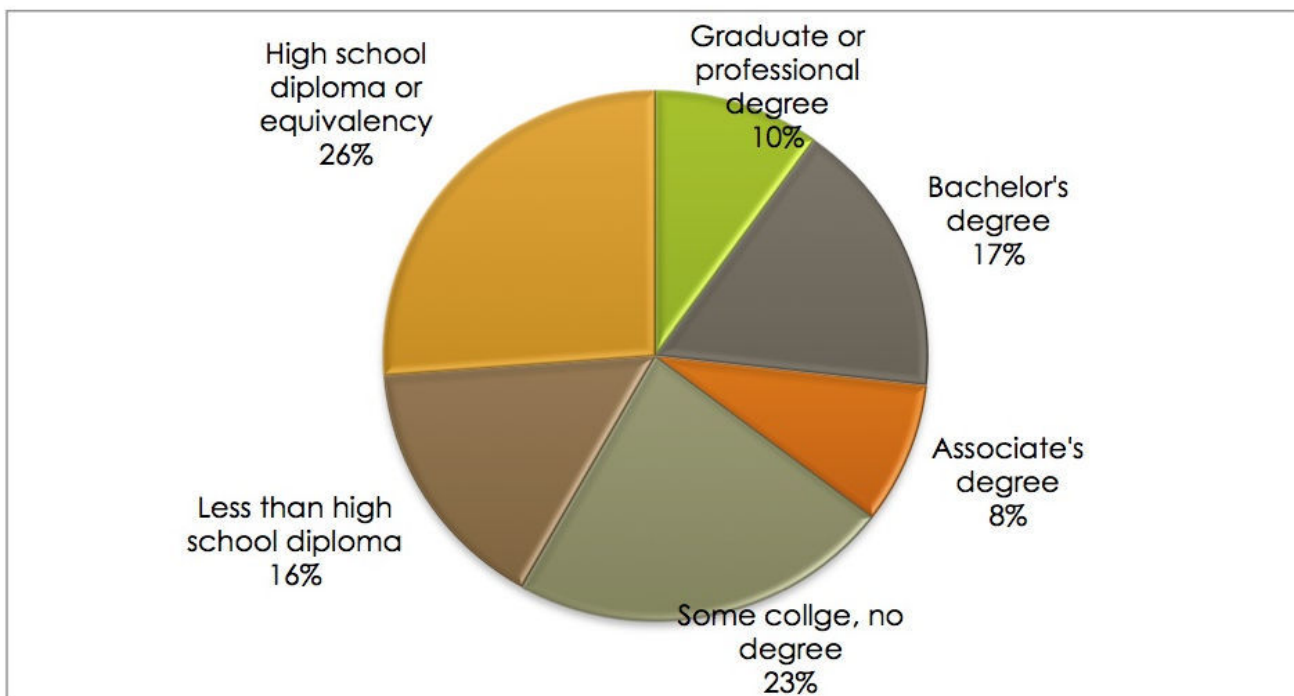
Of the foreign born population, 29 percent were naturalized U.S. citizens, and 56 percent entered the country before the year 2000. Forty-four percent of the foreign born entered the country in 2000 or later. In 2010, 80 percent of the people that were at least one year old were living in the same residence one year earlier.

EDUCATION

In 2010, 26 percent of people 25 years and over had at least graduated from high school and 27 percent had a bachelor's degree or higher. Sixteen percent were dropouts; they were not enrolled in school and had not graduated from high school.

The total school enrollment in Greenville, NC Metro Area was 69,000 in 2010. Nursery school and kindergarten enrollment was 5,800 and elementary or high school enrollment was 29,000 children. College or graduate school enrollment was 34,000.

FIGURE 2.15: EDUCATIONAL ATTAINMENT OF PEOPLE IN GREENVILLE, NC METRO AREA IN 2010



SOURCE: AMERICAN COMMUNITY SURVEY, 2010

ECONOMY & WORKFORCE

In the Greenville Metro Area, 58 percent of the population 16 and over were employed; 33 percent were not currently in the labor force. Seventy-nine percent of the people employed were private wage and salary workers; 17 percent were federal, state, or local government workers; and 4 percent were self-employed in their own (not incorporated) business.

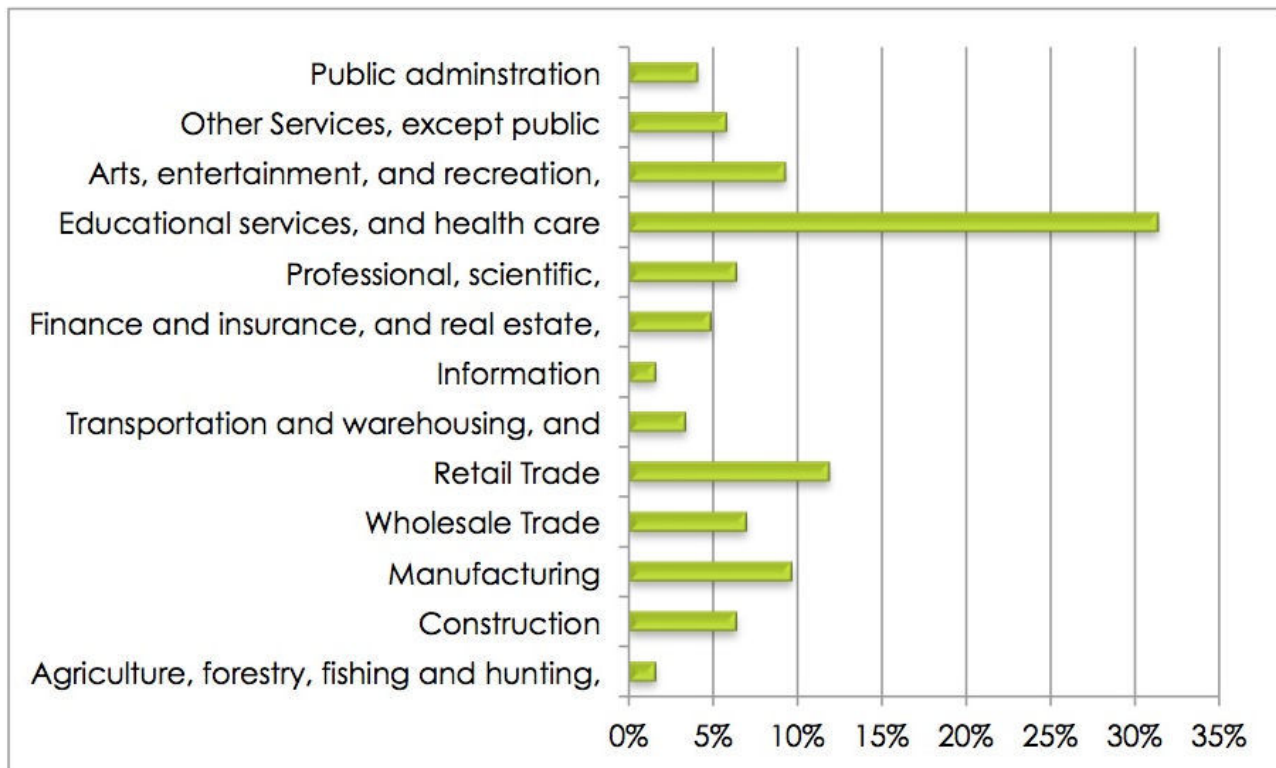
FIGURE 2.16: CIVILIAN EMPLOYED POPULATION IN GREENVILLE METRO AREA 2010

Civilian employed population 16 years and over	Number	Percent
Management, business, science, and arts occupations	32,725	37.00
Service occupations	16,384	18.50
Sales and office occupations	20,651	23.40
Natural resources, construction, and maintenance occupations	8,314	9.40
Production, transportation, and material moving occupations	10,310	11.70

SOURCE: BUREAU OF LABOR STATISTICS, 2010

FIGURE 2.17: WORKFORCE BY INDUSTRY IN GREENVILLE METRO AREA, 2010

SOURCE: BUREAU OF LABOR STATISTICS, 2010



INCOME

The median income of households in Greenville, NC Metro Area was \$39,664. Twenty-one percent of households had income below \$15,000 a year and 6 percent had income over \$150,000 or more. Eighty-one percent of the households received earnings and 13 percent received retirement income other than Social Security. Twenty-three percent of the households received Social Security. The average income from Social Security was \$15,084. These income sources are not mutually exclusive; that is, some households received income from more than one source.

In 2010, 26.1 percent of Greenville residents lived below the poverty line, as opposed to 14 percent for the state and 12.3 percent for the nation. This is an increase in the MSA from 20 percent in 2000. Twenty-seven percent of related children under 18 were below the poverty level, compared with 13 percent of people 65 years old and over. Fourteen percent of all families and 35 percent of families with female-headed households had incomes below the poverty level.

SUMMARY

This quantitative profile is used for a number of reasons. First, this will help to analyze the general health of the community. Census information helps communities assess the changes in the foreign born population in their community while data from the Bureau of Economic Analysis and the Bureau of Labor Statics help elucidate opportunities for immigrants in the workforce.

2.4 STAKEHOLDER MEETINGS

With the results of this initial analysis and through target outreach, the City of Greenville and the Human Relations Council have hosted five BIC Stakeholders' meetings on the following dates: Tuesday, May 3, 2011; a Wednesday, June 22, 2011 (conference call); Thursday, October 6, 2011; Friday, November 18, 2011; and Wednesday, February, 8, 2012. Those meetings were held to discuss new ideas and innovative strategies to facilitate a greater understanding between existing (residents) communities and immigrants in the community. Each of these meetings was supported by BIC program staff including the presence of a professional facilitator who helped structure the agendas for each meeting and also facilitated the entirety of each meeting. BIC staff also supplied best practice presentations at each meeting to help inform each community.

2.4A STAKEHOLDER MEETING 1: OCTOBER 26, 2011

Meeting Objective: Define "success" in Civic Engagement and Empowerment

Attendees: There were a total of 20 community stakeholders present at this meeting including the former mayor of the City of Greenville, members of the Human Relations Council, leaders from the immigrant community -- including AMEXCAN, representatives from Pitt Community College, the deputy police chief, representatives from religious institutions, representatives from the Greenville City Council and from the Greenville City Government, including Neighborhood Services.

This facilitated meeting asked stakeholders to develop a vision for the future of Greenville, identify stakeholder resources that can be leveraged, and list three things that would make Greenville a successfully integrated community. The responses to these questions are listed below.

FIGURE 2.18: GREENVILLE VISION FOR THE FUTURE

“Once we are able to engage our new population we will be able to _____ better.”

- | | |
|--|--|
| <ul style="list-style-type: none"> • Connect to one another and live as fully human as we can. • Do something good for immigrant children. • Serve our customers and the new population that we're trying to work together with and be more effective for all of our customers. • Engage all members of the community to help us, help themselves. • Serve and support our new populations. • Empower our students more, show them what's in the community and help them participate more. • Engage people with one another at the neighborhood level. • Ensure public safety. I think our biggest challenge in law enforcement understands cultural differences, the culture, and why people behave or do the things they do. | <ul style="list-style-type: none"> • Face our challenges by focusing on better relationships. • Engage within the community and in between this community and other communities, including those in other countries. • Understand the everyday challenges faced by the Hispanic community. • Include everyone’s perspective in planning programs and making decision on the front-end rather than after-the-fact. • Utilize the talent that they bring to the community. • Get many cultures to the table (a more diverse board of health, a more diverse board of education) to create institutional change. • Engage and do more partnerships with community organizations. |
|--|--|

SOURCE: MEETING TRANSCRIPT, MEGHAN ANDREW 2011

The wide variety of stakeholders brought many unique perspectives to the meetings. From the responses listed in Figure 2.18, there is one clear thing: the commitment of the Greenville community in trying to include immigrants and refugees into their community. Their next big task of the meeting was to assess the resources available in the community – and specifically present at that meeting – that could contribute to this initiative.

Stakeholder resources that would benefit Greenville as a diverse, successful community:

- Educational institutions in the area including East Carolina University and Pitt Community College. These resources will allow Greenville to share educational information about concepts of race, ethnicity, and culture. These institutions can also be a tool to build greater awareness, connect resources, and disseminate information.

- Human Capital- Greenville has made a commitment to immigrant integration and engaged stakeholders share a common willingness to interact on a personal level and also understand the experiences of others.
- The Faith community in Greenville is extensive and has many immigrant and refugee members. For example, the Interfaith Alliance of Eastern Carolina serves a number of immigrant groups and faith traditions.
- Stakeholders are also willing to invite newcomers to share something of personal significance with others in the community in order to build relationships.

Because of the vast number of community resources present that would enable Greenville to collaborate and come up with solutions, the stakeholders brainstormed initial actions that could be taken to make Greenville an integrated community.

Three things that will make Greenville a successfully integrated community:

- Create opportunities for multicultural training and participation in the community.
- Raise sensitivity to the issues that are facing the community by understanding the economic realities of migration and how these groups are contributing to the local community.
- Advocate for those whose voices are not always understood by dispelling immigrant myths.
- More properly harness resources already available in the community through programs or grants available through different organizations.
- Explore and learn about immigrant community to enable effective communication with all residents.
- Increased community relationships through cultural activities.
- Increased immigrant participation in planning and decision making processes

By the end of the meeting, there was consensus among the stakeholders that rather than create an entire new system for immigrant integration; they should instead build on the existing community assets. The stakeholders decided that the best way to do this was by expanding the already established Greenville "Citizen's Academy" by making it more convenient and more appealing to a variety of communities, not just immigrants. Furthermore, targeted outreach would need to be done to the immigrant and refugee community to increase participation in the existing academy.

They also felt that the Human Relations Council could be a voice of advocacy by being the primary liaisons between the city, county and the immigrant community since it is already a politically recognized body. Others suggest the creation of an immigrant advisory board to support not only the city government but also the immigrant-oriented services already in place.

At the end of the meeting, the group decided test survey the immigrant and refugee population about what would be necessary for a successful citizens academy. The methodology for this focus group would be by connect Pitt Community College ESL students who represent a lot of different groups in Greenville and the citizens' academy and have students describe the issues that they face.

At the end of the day, stakeholders were asked to provide a one-word impression to sum up the day. Their responses included:

Enthused

Impressed and tired

Energized

Educated

Excited

2.4B PITT ESL FOCUS GROUP FINDINGS:

While the idea of the citizen or resident academy resonated with many of the stakeholders in the initial meeting, the idea of a focus group was proposed to better understand the needs of the local immigrant community. During the initial meeting, the English As a Second Language instructor at Pitt Community College offered to host this endeavor by using her weekly language classes as a forum. The BIC team, in conjunction with BIC stakeholders, developed a survey (Appendix X) that was discussed in both the morning and evening language class. Fellow participants from the initial BIC stakeholder meeting engaged in facilitating this focus group. Fifty-five students participated in this survey with the average age being 37.4 years old. The native languages of these survey respondents were Arabic, Chinese, Japanese, Korean, Spanish, Thai, Ukrainian, and Vietnamese.

COMMUNITY PARTICIPATION:

The immigrants in the focus group indicated that they do participate in community activities. They are frequent visitors of parks, go shopping, and visit downtown Greenville. To do so, their primary means of transportation is a bus, if they are not using their own car. They are also active in the community by working locally and have children who attend local schools. In addition, they also contribute to Greenville by recycling, going to the library, and volunteering in their free time. While there is a lot of active participation, one respondent commented that *"I'm interested in participating, but not sure how"* indicating the need for better communication to enhance community participation.

**Bus + Parks + Schools + Shopping + Downtown + Fairs + Employment +
Recycling+ Libraries + Volunteering**



SERVICE ACCESSIBILITY

When asked what would make city services more accessible to the immigrant community, respondents highlighted a number of key issues. Many underscored the importance of quality transportation in order to access city-sponsored services. They also wanted more a visible police and firefighter presence that is connected through outreach to the immigrant community. One respondent noted that *“Hispanics tend to hide, we need a better relationship with police.”* Respondents also noted that attractions in parks, especially free ones, could be a fruitful mode of outreach between city agencies and the immigrant population.

Transportation + police /firefighter presence + attractions in parks

COMMUNITY ENGAGEMENT

Respondents answered that more information about all activities and events would help them be more informed and engaged in their community. In particular, this focus group responded that key issues for them would be around housing, important contact information for services, information about how to obtain a driver’s license. Respondents also noted that they are always looking for activities for their children and free community events, especially for children would produce more community engagement. Engaging the youth in immigrant integration is particularly beneficial because *“In the school system, there’s a lot of countries represented and it’s nice.”*

**Housing + Important contact information + driver’s license information + free community events
(especially for kids).**

COMMUNICATION TOOLS

The focus group elucidated the most effective means of communication with the immigrant community. Their responses included the necessity of timely, written information through various media sources in native languages. This information could be disseminated through city websites, through the newspaper, in the mail, on the local news and through churches. The respondents also liked the use of the focus group method of having *“meetings with immigrants so they can talk together about problems”* seemed like a popular method for understanding the immigrant perspective in Greenville.

Website+ newspaper+ mail+ local news+ churches

FIGURE 2.19

FOCUS GROUP SUMMARY

Where are immigrants already participating in Greenville–Pitt County?

A spirit of learning and volunteerism exists among immigrants in Greenville–Pitt County: They frequently participate in schools, libraries, and volunteer activities, such as working at Habitat for Humanity or a soup kitchen, picking up trash, and collecting donations. They also considered riding the GREAT bus system and visiting parks as two other ways they often connect with their community.

Access—lack of knowledge about where to learn about different community events or city services and lack of reliable public transportation to attend public events—emerged as one of the main reasons why immigrants did not regularly participate in their communities.

What actions would make city services more accessible to immigrants?

In addition to disseminating information through various media and in different languages, as well as creating more frequent bus routes or opportunities to walk or bike to public events, immigrants cited better police relationships as a way to improve city services' accessibility. To improve relationships, they suggested more visible police presence, through walk and talks in the city's parks, or training for police officers to deal with immigrants in "flexible, softer" ways. They also requested a workshop on bus routes.



Common themes

Barriers to participation:

- Access to information and transportation

Ideas to increase accessibility:

- Distribute information through different types of media.
- Translate written materials into native languages.
- Provide more frequent bus service.
- Improve relationships with local law enforcement (through more face-to-face interaction and cultural understanding between groups).



@ PITT COMMUNITY COLLEGE on 11.1.11

What information or actions would help immigrants become more engaged in Greenville–Pitt County?

In line with the accessibility issues they identified, immigrants said more information about all activities and services; the requirements to apply for a driver's license; and more frequent bus routes would help them engage with new or existing community activities.

What is the best way to get this information to immigrants?

Immigrants suggested posting city or community events on several different calendars of events: In addition to the City of Greenville's website, they mentioned the Convention Center and Pitt County as two places they often check for public events. However, participants quickly noted that online information only benefits people who can easily access the Internet; they suggested an immigrant hotline; Internet cafe; or disseminating information through immigrant business leaders or churches to ensure widespread publicity. While immigrants also learn of community events through the newspaper, they proposed more notice for events (as they often learn about them the same day through that medium).

The participants also expressed a desire for all information to be in both English and immigrants' native languages and in written form.

SOLUTIONS

The focus group revealed a number of common themes: immigrants responded that their main issues concerned limited access to services and to information and transportation. Largely, the issue is being able to get more information about all activities and services such as how to apply for a driver's license could be rectified by disseminating the information in different languages and through various forms of media. In addition, physical access to these services and also to cultural events is limited by the lack of transportation access in the areas. They also brainstormed a number of solutions to immigrant integration issues: to cultivate leadership in the different immigrant groups to be leaders in the community, produce a joint newsletter between the City and the ESL students to help disseminate information in native languages and help spread information in their own immigrant communities, and lastly to organize a speaker's bureau at Pitt Community College to foster dialogue between differing groups in the community. The immigrant group concluded with a call to action for the stakeholder group to figure out methods of the local government to support these actions.

Cultivate liaisons for each immigrant group + produce a joint newsletter (translated by ESL students)
+ Organize: Speaker's Bureau at Pitt Community College.

2.4C STAKEHOLDER MEETING 2: FRIDAY, NOVEMBER 18, 2011

Meeting Objectives:

- Discuss new developments and information gathered since the last meeting
- Determine logistics, dates
- Identify key issue areas for focus
- Identify stakeholders

Attendees: There were a total of 17 community stakeholders present at this meeting including the Mayor of the City of Greenville, members of the Human Relations Council, leaders from the immigrant community including AMEXCAN, representatives from Pitt Community College, representatives from religious institutions, representatives from the Greenville City Council and from the Greenville City Government including Neighborhood Services.

In this meeting, the stakeholder representatives that participated in the immigrant focus group presented their key findings that immigrants particularly struggle with lack of access to services and lack of information and communication between immigrants and the general population. Based on this, the stakeholder group decided to narrow Greenville's focus based on two themes: (1) Civic Engagement and (2) Leadership Development (see figure 2.5 for focus group summary).

Overall, the stakeholders found the findings of the focus group to be invaluable. Having a clear understanding of how immigrants are currently participating in the community and what could be done to better shape their experience. Figure 2.20 elucidates some of the reactions of the stakeholders to the findings of the focus group.

FIGURE 2.20: REACTIONS TO FOCUS GROUP PROPOSAL

Reactions to Focus Group Proposal

- | | |
|---|---|
| <ul style="list-style-type: none"> • The newsletter is a great idea & it will be awesome to have students translate. • Kids give new immigrants lots of information. Maybe we could focus distribution of newsletters in schools. • Newsletter should also be distributed in places of worship. • Liaisons will help: decide what information is important, navigate communities, and share information. • How would liaison know where people live? • This proposal is not expensive and a great place to start. • Many ESL students are connected to religious communities this will help us link up with larger groups. • Reach out to professional clusters • As community leader, it's important for me to have some information to share | <ul style="list-style-type: none"> • How will we get information to folks who can't go to ESL but might be interested in being a liaison? • We wouldn't only be hooking people up to resources, but developing leaders in these communities. • ESL classes for kids should teach about the community & city government & provide this information to parents • We could do activities together, cultural exchanges • We could create intercultural groups to share information • Start where people already are. Don't create new site for them to go. • We have to learn something about what is expected in communities so we don't come into conflict. • How do we narrow the focus? |
|---|---|

SOURCE: MEETING TRANSCRIPT, MEGHAN ANDREW 2011

Presentation of Promising Practices: Based on these new objectives, BIC presented some ideas from other communities from the areas identified by the focus groups: access to information, transportation, community and police relationship with the common theme that a centralized place or person to provide information seems to be most cost effective way to promote communication

After discussing the options and viewing some different strategies, the stakeholder group decided that although the citizen’s academy did seem like a useful strategy in Greenville, there were more pressing concerns that immigrants faced that needed to be dealt with first. Instead building on the ideas from the focus group could be the creation of an immigrant advisory board to act as a liaison and also the creation of an intercultural center. One stakeholder concluded that, “We are on the same track, but in a different way than previously thought.”

At the end of the meeting the group concluded that in order to move forward a small subcommittee would articulate the concepts in a more comprehensive way through the creation of a strategic action plan.

One word impression to sum up the day:

Great information

Positive

Encouraged

Good

Incredible

2.4D PROGRAM IMPLEMENTATION

Between stakeholder meeting 2 and meeting 3, a group primarily composed of members of the Human Relations Council outlined a strategy action plan of the four major goals that emerged from this initiative based on stakeholder consensus, and the specific steps needed to realize these goals. Goals are shown as both short term and longer-term goals, indicating projected completion between 1-2 years and 3-5 years.

ISSUE/CONCERN: ACCESS TO SERVICES AND INFORMATION

Immigrant communities reported challenges in their awareness of City services, programs and/or how to access them, especially during emergency situations.

GOAL: Make information about city services and events/activities more accessible to immigrant communities.

Actions Item A: Create a **“Fact Sheet”** disseminating information via more familiar, frequently used avenues, such as public libraries, community festivals, resource fairs, Spanish radio stations, faith based organizations, and local newspapers. **(Short-Term)**

Action Item B: **Pitt Community College Speakers Bureau** - Establish a speaker’s bureau that serve as an education/awareness program to promote better understanding of local government (including law enforcement and emergency medical personnel), different organizations and agencies. As part of the Speakers Bureau, immigrants can share their stories. **(Short-Term)**

Action Item C: **BIC Newsletter** – City of Greenville and Pitt Community College establish a joint newsletter. The primary purpose of the newsletter is to educate the community and to build awareness of the benefits of immigration, to increase the community's knowledge of immigration matters, the importance of

diversity, and to highlight current events and activities that occur in the City/community. The newsletter will be published quarterly and ESL students at Pitt Community College and their advisors will translate one article in Spanish. **(Long-Term)**

Action Item D: Establish and distribute medical emergency brochures (English, Spanish) in the community with contact information. [Could be a part of “Fact Sheet”] **(Long-Term)**

ISSUE/CONCERN: TRANSPORTATION

Immigrant communities reported challenges in having the ability to get to and from work, various appointments and community events.

GOAL: Provide information and build awareness about the City’s transit (GREAT) system and other means of transportation (taxi, etc.). Hours of information, route information, etc.

Action Item A: Distribute the GREAT System transit schedule in the community. **(Short -Term)**

Action Item B: Translate the GREAT System transit schedule in Spanish. **(Long-Term)**

Action Item C: Establish and distribute medical emergency brochures (English, Spanish) in the community with contact information. **(Long-Term)**

ISSUE/CONCERN: OPEN LINES OF COMMUNICATION

Limited opportunities exist for immigrants to interact with local government and the community, to have an active voice in sharing their perspectives, including knowing their rights and responsibilities and being protected.

GOAL 1: Provide opportunities and encourage immigrant community members to become actively engaged, to serve on City’s boards and commissions, and to become aware of their rights and responsibilities.

Action Item A: Establish outreach efforts to immigrant communities to gain better knowledge regarding major immigrant needs and issues via community dialogues, town hall meetings, etc.; to include conversations with law enforcement, etc. **(Long-Term)**

Action Item B: Establish an Immigrant Advisory Board to advise elected officials on their challenges and mobilize towards solutions. **(Long-Term)**

Action Item C: Create a One-Stop Information Center where immigrants could readily find information. **(Long-Term)**

Action Item D: Establish a Community Ambassador/Liaison Program to help build capacity to serve immigrants in their own communities and in their own language. The goal is to acquaint immigrants with their rights and responsibilities for their safety and to develop communication between property owners, residents, service providers and local government. An Ambassador Program would allow volunteers to touch a community in many ways and open avenues for better communication between local government and its residents. **(Long-Term)**

GOAL 2: Provide opportunities for existing community members to learn about the cultures of newcomers in the community.

Action Item A: Develop cultural awareness training sessions. **(Long-Term)**

Action Item B: Establish a partnership with local newspapers and create a monthly article “Get to Know Your Neighbor” about immigrants and their contributions to the community. **(Long-Term)**

Action Item C: Expand the City’s free Lunch and Learn Sessions to increase cultural awareness for City and GUC staff. **(Long-Term)**

The goal of creating this comprehensive document was to be able to share the action plan with all members of the stakeholder group and help solidify the programs and procedures needed to actually implement these strategies.

2.4E STAKEHOLDER MEETING 3: WEDNESDAY, FEBRUARY 8, 2012

Meeting Objectives:

- Discuss Building Integrated Communities’ draft report and its use.
- Identify suggestions for strengthening and clarifying the recommendations.
- Affirm group support for forwarding these recommendations to HRC, City Council.
- Explore ways UNC can be supportive and involved in the Implementation and Evaluation.

Attendees: There were a total of 17 community stakeholders present at this meeting including the Mayor Pro-tem of the City of Greenville, members of the Human Relations Council, leaders from the immigrant community including AMEXCAN, representatives from Pitt Community College, representatives from religious institutions, representatives from the Greenville City Council and from the Greenville City Government.

During this meeting, the subcommittee presented their strategic community plan to the stakeholder group and the UNC facilitator led a group to determine next steps, define success, clarify roles, and identify resources. In particular, the BIC team wanted Greenville to start thinking about way their proposed action strategies could be evaluated. Figure 2.21 displays some of the responses to this prompt. These indicators became more refined as the evaluation proposal became more developed.

FIGURE 2.21: INDICATORS OF SUCCESS

- | | |
|---|--|
| <ul style="list-style-type: none"> • Unity, fair treatment, access, welcoming environment, broad mindedness, and change become a reality. • Civic engagement • Collaborative effort • Greater appreciation of diversity • Immigrants will be more knowledgeable about their new community and culture • They will know their roles, responsibilities, and rights • They will understand the political process and advocate as a group for their needs • More diverse boards (create a statement that board membership should be representative of Greenville's diversity) | <ul style="list-style-type: none"> • Presence of a well-known immigrant advisory group • Build bridges that connect the total community • The elimination of fear on all sides <ul style="list-style-type: none"> • Demonstrate that we live in a safe community • Organize cultural celebrations • Develop greater economic opportunities • More Latino businesses connected with the Chamber of Commerce • Create a positive dialogue between immigrants and police • A stronger community • Everyone would feel a part of the city |
|---|--|

SOURCE: MEETING TRANSCRIPT, MEGHAN ANDREW 2011

The group decided that the action plan would go to the Human Relations Council for comments, questions, and hopefully their approval and adoption. To help this process, UNC-CH provided more information about how immigrant advisory boards -- and other specific action items -- are structured in other cities as well as guiding questions to help the HRC think through all aspects of implementing these programs. This preparation would be with the goal to invite the Mayor and City Council members to attend the next BIC meeting to review the proposal and then eventually present the plan before Greenville City Council. To aid this process BIC would also create a poll so that participants can prioritize the various action items in the BIC proposal. Forming an evaluation subcommittee was proposed, but no final decision was made.

CHAPTER 3: GREENVILLE PROGRAM EVALUATION

The following section is a proposal for short and long-term evaluation of the BIC programs. It is important to evaluate programs in order to document their current successes and identify ways they could be more successful in the future. The Greenville evaluation will consist of two parts:

- Part 1 will be a short-term program and community evaluation.
- Part 2 will consist of a long-term program and community impact evaluation.

FIGURE 3.1: GREENVILLE BIC INTEGRATION EVALUATION



3.1 SHORT-TERM PROGRAM EVALUATION

Performance indicators

Performance indicators illustrate that a program is making progress towards meeting its goals. Evaluators can collect data that indicate performance in a number of ways. The following tables below provide examples of short-term performance indicators and data collection options for Greenville’s proposed integration strategies.

ISSUE/CONCERN: ACCESS TO SERVICES AND INFORMATION

GOAL: Make information about city services and events/activities more accessible to immigrant communities.

ACTION ITEMS	Performance Indicator	Data Source
<p>Action Item A: BIC Newsletter – City of Greenville and Pitt Community College establish a joint newsletter.</p> <p>The primary purpose of the newsletter is to educate the community and to build awareness of the benefits of immigration, to increase the community's knowledge of immigration matters, the importance of diversity, and to highlight current events and activities that occur in the community. The newsletter will be published quarterly and one article will be translated in Spanish by ESL students at Pitt Community College and their advisors.</p> <p>Action Item B: Create a “Fact Sheet” disseminating information via more familiar, frequently used avenues, such as public libraries, community festivals, resource fairs, Spanish radio stations, faith based organizations, and local newspapers.</p> <p>Action Item C: Pitt Community College Speakers Bureau - Establish a speaker’s bureau that serve as an education/awareness program to promote better understanding of local government, different organizations and agencies. As part of the Speakers Bureau, immigrants can share their stories. Include law enforcement agencies, EMS and other city staff. (Long-Term)</p>	<p>Increase in access to information in native languages through translation services.</p> <p>Increase in access of immigrant group to the information through dissemination of resources.</p> <p>Increase in number of people receiving the information.</p> <p>Consumer satisfaction indicating usefulness and accuracy of the information and accessibility of the newsletters and/or factsheets.</p>	<p>A count of languages newsletter is translated</p> <p>A count of the number of drop- off places and the geographic variability of these places</p> <p>Track of how many leftover newsletters each period to determine how many people are receiving the information. Also keep track of newsletters at specific distribution centers to understand a sample.</p> <p>Track how many organizations disseminate the fact sheet. Also track the number of clients they serve and the racial/ethnic identity of clients. (e.g.: How many people is this potentially reaching from which ethnic groups?)</p> <p>Create a way for readers to give feedback about the publication through focus group evaluation on an annual basis</p>

ISSUE/CONCERN: TRANSPORTATION

GOAL: Raise awareness about the City’s transit (GREAT) system and other means of transportation (taxi, etc.).		
ACTION ITEMS	Performance Indicator	Data Source
<p>Action Item A: Distribute the GREAT System transit schedule and other means of transportation in the community. (Long-Term)</p> <p>Action Item B: Translate the GREAT System transit schedule in Spanish. (Long-Term)</p> <p>Action Item C: Establish and distribute a medical emergency brochure in the community with contact information.</p>	<p>Increase in count of immigrants using the GREAT system.</p>	<p>Track ridership rates in routes connected to immigrant communities through headcounts of surveys through the transit agency.</p> <p>A count of all the languages GREAT System transit schedule is translated in.</p> <p>Track how many schedules of each language are distributed (count leftovers) annually.</p>

ISSUE/CONCERN: ENHANCE COMMUNICATION

GOAL 1: Provide opportunities and encourage immigrant community members to become actively engaged, to serve on City's boards and commissions, and to become aware of their rights and responsibilities.		
ACTION ITEMS	Performance Indicator	Data Source
<p>Action Item A: Establish outreach efforts to immigrant communities to gain better insight regarding major immigrant needs and issues via community dialogues, town hall meetings, etc. Include law enforcement agencies, EMS and other city staff. (Long-Term)</p> <p>Action Item B: Establish an Immigrant Advisory Board to advise elected officials on their challenges and mobilize towards solutions. (Long-Term)</p> <p>Action Item C: Create a One-Stop Information Center where immigrants could readily find information. (Long-Term)</p> <p>Action Item D: Establish a Community Ambassador/Liaison Program to help build capacity to serve immigrants in their own communities and in their own language. The goal is to acquaint immigrants with their rights and responsibilities for their safety and to develop communication between property owners, residents, service providers and local government. An Ambassador Program would allow volunteers to touch a community in many ways and open avenues for better communication between local government and its residents. (Long-Term)</p>	<p>Increased outreach by city agencies to immigrant populations.</p> <p>Increased immigrant representation in decision making processes.</p> <p>Increase access to information of services and cultural events.</p> <p>Increase leadership development and civic participation.</p>	<p>Count agencies involved in outreach. Have agencies track number of outreach events and number of immigrants in attendance.</p> <p>Track representation on the immigrant advisory board.</p> <p>Track immigrant advisory board representation at meetings.</p> <p>Count number of clients served at the center.</p> <p>Count number of individuals that graduate from the program.</p> <p>Keep track of immigrant referrals to assess impact of liaison in immigrant community.</p>

ISSUE/CONCERN: ENHANCE COMMUNICATION

GOAL 2: Provide opportunities for receiving community members to learn about the cultures of newcomers in the community.		
ACTION ITEMS	Performance Indicator	Data Source
<p>Action Item A: Develop cultural awareness training sessions. (Long-Term)</p> <p>Action Item B: Establish a partnership with local newspapers and create a monthly article “Get to Know Your Neighbor” about immigrants and contributions to the community. (Long-Term)</p> <p>Action Item C: Expand the City’s free Lunch and Learn Sessions to increase cultural awareness. (Long-Term)</p>	<p>Increase training session attendance.</p> <p>Increase number of newspaper articles featuring immigrants and immigrant contributions to the community</p> <p>Increase number of topics around immigrant related issues at Lunch and Learn Sessions</p>	<p>Survey of attitudes and knowledge about immigrants before and after training sessions. Keep track of how many people participate in training sessions.</p> <p>Keep track of magnitude of the audience reached (how many people have newspaper subscription).</p> <p>Count how many people attend and which immigrant groups participate.</p>

The previous tables provide a logical structure for determining indicators and developing data sources that determine the performance of the program in achieving the intended output.

Community impact assessment

Also key to short-term evaluation is community impact assessments. These assessments can be done every year through small focus groups of immigrants and engaged community leaders to glean the impact of these programs on the immigrant and larger community. This should occur through a baseline focus group that Greenville already created during the Building Integrated Communities process. Continued access to this focus group should be maintained annually throughout the duration of these programs and policies.

3.2 LONG-TERM EVALUATION

Ultimately, communities hope to achieve sustainable and structural changes through comprehensive immigrant integration strategies. Communities can assess impacts of integration initiatives by measuring the long-term changes in both the immigrant and larger community. Here we outline a long-term evaluation plan that will assess changes in the entire community including attitudes towards immigrant populations, knowledge about the characteristics of the immigrant and refugee communities in the area, and available resources that service them. This evaluation will also use both quantitative and qualitative benchmarks to assess performance. This will be done in two stages. In the first stage, we measure baseline characteristics of the immigrant community, the receiving community, and the general health of the local and regional economy.

We also completed a baseline survey about perceptions and attitudes of larger community toward immigrant groups, and knowledge of resources and services provided by community.

In the second stage, we employ qualitative methods to ground the data in an understanding of changes in perceptions and attitudes of larger community toward immigrant groups, knowledge or resources and services provided by community, and relevance of integration strategies.

To better understand Greenville and its residents, BIC staff created a profile based on available secondary data (this can be found in section 2.3, titled "Greenville Quantitative Information"). The data compiled provide an extensive assessment of the Greenville metro area and its residents based on current data from the Census, the Bureau of Labor Statistics, the Bureau of Economic Analysis, the U.S. Department of Housing and Urban Development. The goal is to repeat this or a similar survey to evaluate the long-term impacts of bureaucratic incorporation policies. This could occur every 3-5 years.

CONCLUSIONS

Our work is ongoing as we continue to serve our increasingly diverse community. In the short-term, Greenville's Building Integrated Communities team is committed to implementing the action items identified in meetings, beginning with the establishment of an Immigrant Advisory Board as a sub-committee of the Greenville Human Relations Commission in 2012.

As this report shows, with immigration come some challenges – including basic communication issues that occur when some newcomers have not yet mastered English. Other challenges include cultural differences manifested in the way that people express themselves, relate to family and friends, and interact with their communities. However, demographic shifts also provide increased opportunities to infuse a community with new ideas, energy and vitality. Through the hard work of Greenville citizens in the Building Integrated Communities Project, new information has been generated and exchanged, the ideas and experiences of people from diverse backgrounds shared, and professional and community relationships strengthened.

ACKNOWLEDGEMENTS

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Thanks to the residents of the City of Greenville for their commitment to immigrant integration, willingness to share your valuable and diverse perspectives, and desire to make your communities more inclusive for all.

APPENDIX

DOCUMENT 1: UNITED STATES CENSUS TERMS AND DEFINITIONS

Household

A household includes all the people who occupy a housing unit. (People not living in households are classified as living in group quarters.) A housing unit is a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as separate living quarters. Separate living quarters are those in which the occupants live separately from any other people in the building and which have direct access from the outside of the building or through a common hall. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who share living arrangements. In the 2010 Census data products, the count of households or householders equals the count of occupied housing units.

Householder

One person in each household is designated as the householder. In most cases, this is the person, or one of the people, in whose name the home is owned, being bought, or rented and who is listed on line one of the questionnaire. If there is no such person in the household, any adult household member 15 years old and over could be designated as the householder.

Households are classified by type according to the sex of the householder and the presence of relatives. Two types of householders are distinguished: a family householder and a nonfamily householder. A family householder is a householder living with one or more individuals related to him or her by birth, marriage, or adoption. The householder and all people in the household related to him or her are family members. A nonfamily householder is a householder living alone or with nonrelatives only (B4).

Tenure

Tenure was asked at all occupied housing units. All occupied housing units are classified as either owner-occupied or renter-occupied.

Owner-Occupied

A housing unit is owner-occupied if the owner or co-owner lives in the unit even if it is mortgaged or not fully paid for. The owner or co-owner must live in the unit and usually is Person 1 on the questionnaire. The unit is "Owned by you or someone in this household with a mortgage or loan" if it is being purchased with a mortgage or some other debt arrangement, such as a deed of trust, trust deed, contract to purchase, land contract, or purchase agreement. The unit is also considered owned with a mortgage if it is built on leased land and there is a mortgage on the unit.

A housing unit is "Owned by you or someone in this household free and clear (without a mortgage or loan)" if there is no mortgage or other similar debt on the house, apartment, or mobile home,

including units built on leased land if the unit is owned outright without a mortgage. Although most tables show total owner-occupied counts, selected tables separately identify the two owner categories.

Renter-Occupied

All occupied housing units which are not owner-occupied, whether they are rented or occupied without payment of rent, are classified as renter-occupied. "Rented" includes units in continuing care, sometimes called life care arrangements. These arrangements usually involve a contract between one or more individuals and a service provider guaranteeing the individual shelter, usually an apartment, and services, such as meals or transportation to shopping or recreation. The "no rent paid" category includes units provided free by friends or relatives or in exchange for services, such as a resident manager, caretaker, minister, or tenant farmer. Housing units on military bases are also classified in the "No rent paid" category (B21-B22)

Census Tracts

Census Tracts are small, relatively permanent statistical subdivisions of a county or equivalent entity that are updated by local participants prior to each decennial census as part of the Census Bureau's Participant Statistical Areas Program. The Census Bureau delineates census tracts in situations where no local participant existed or where state, local, or tribal governments declined to participate. The primary purpose of census tracts is to provide a stable set of geographic units for the presentation of statistical data.

Census tracts generally have a population size between 1,200 and 8,000 people, with an optimum size of 4,000 people. A census tract usually covers a contiguous area; however, the spatial size of census tracts varies widely depending on the density of settlement. Census tract boundaries are delineated with the intention of being maintained over a long time so that statistical comparisons can be made from census to census. Census tracts occasionally are split due to population growth or merged as a result of substantial population decline.

Census tract boundaries generally follow visible and identifiable features. They may follow nonvisible legal boundaries, such as minor civil division (MCD) or incorporated place boundaries in some states and situations, to allow for census-tract-to-governmental-unit relationships where the governmental boundaries tend to remain unchanged between censuses. State and county boundaries always are census tract boundaries in the standard census geographic hierarchy. Tribal census tracts are a unique geographic entity defined within federally recognized American Indian reservations and off-reservation trust lands and can cross state and county boundaries. Tribal census tracts may be completely different from the census tracts and block groups defined by state and county (see "Tribal Census Tract").

Source: 2010 Census Summary File 1: 2010 Census of Population and Housing, Appendix B. Technical Documentation prepared by the U.S. Census Bureau, 2011. Document can be located by clicking on the hotlink "2010 Census Definitions of Subject Characteristics" found on this webpage: <http://www.census.gov/main/www/glossary.html>

DOCUMENT 2: RESIDENTS' ACADEMY FOCUS GROUP GREENVILLE BUILDING INTEGRATED COMMUNITIES:

Background:

The City of Greenville is participating in the “Building Integrated Communities” project with the University of North Carolina at Chapel Hill. The purpose of the project is to bring together members of the immigrant and refugee communities and others involved in making local public policy decisions (local government, business, faith-based groups, philanthropy, educational institutions, and nonprofits) to create and put into practice a plan for a more inclusive Greenville.

Objective: Understand the needs of immigrants in Pitt County to greater inform a collective initiative to engage them more in local civic life

Questions:

1. What is it like to be an immigrant in Greenville?
2. Where and how (if anywhere) do you participate in the greater Greenville community already? If so, what do you like about going there? If not, why haven't you participated in many community events?
3. What sort of information or actions would help you become more informed and engaged in your community?
4. What is the best way to get this information to you (e.g., classes, website, brochures, workshops, word of mouth, etc.)?
5. What would make city services more accessible to you?

Agenda:

- Introductions
- Overview of city's website/Citizens' Handbook
- Overview of meeting objective; format; and ground rules
- Focus group
- Wrap-up and thank you

Format: Groups of 6–10 people with 1–2 facilitators who ask the questions and at least 1 recorder who writes responses. Groups should reflect homogenous demographics (e.g., age; country of origin; etc.).

Ground rules: a) stay focused; b) maintain momentum; c) get closure on questions; and d) be respectful of others' time and opinions.

APPENDIX DOCUMENT 3: PRELIMINARY NEEDS ASSESSMENT PROTOCOL

Interview questions:

Do you know of any previous needs assessments for refugee and immigrant communities that have been done for Greenville or Pitt County? (ASSESSMENT)

What are the most pressing issues facing the immigrant and refugee communities in your city? (PROBLEM)

Why are these the most pressing issues? (WHY?)

Do you see any public costs associated with these issues? (COSTS)

What do you think are the causes of these issues? (CAUSES?)

What are some possible solutions? (SOLUTIONS)

What are some of the obstacles (cost, regulation, or public or political will) to implementation of these solutions? (OBSTACLES)

Do you think there are any populations within the immigrant/refugee communities that particularly struggle with these issues? (VULNERABLE POPS)

What do you see as the most important assets your community has? (Assets Greenville has and/or assets the immigrant and refugee communities have) (ASSETS)

Can you think of anyone else I should speak with? (CONTACTS)

Would you like to stay informed about this project?

APPENDIX DOCUMENT 4: BASELINE INTERVIEW PROTOCOL

Building Integrated Communities
Baseline Interviews
Fall 2011

Hi. My name is Anisha Steephen and I am a graduate student in the Depart of City Planning at UNC and am working with the Building Integrated Communities project.

Thanks for taking the time to speak with me today.

As you know, the intent of Building Integrated Communities is to help North Carolina city governments successfully engage with immigrants and refugee populations in order to improve public safety, promote economic development, enhance communication, and improve relationships.

As we are putting together this initiative, I am trying to learn about the current conditions of immigrant groups in your community to help you better evaluate the impacts of the programs that will emerge from this project. Today I am going to ask you a few questions related to the current status of immigrant integration in your community. This means I would like to know more about relationships between immigrant groups and the larger community and any current resources for integration that serve these groups from your perspective.

- Could you describe your immigrant community?
- What are the immigrant groups in your area right now?
 - Where do they come from?
- How much contact do you have with immigrants and immigrant community leaders.
- How have the immigrant communities in your area changed in the last few years?
 - What are some positive changes?
 - What, if any, are some negative ones?
- What are the perceptions about these immigrant groups in the larger community?
 - Have there been any recent incidents around a particular immigrant group?
 - What about your personal experience with these groups? Is there anything you'd like share?
- Right now how are immigrants participating, if at all, in the local community?
 - Users of city services?
 - Participants in local cultural events?
 - Members of boards or groups?
 - Immigrant Community leaders?
 - If yes, why do you think they are interested in participating?
 - In your view, how does the larger community feel about this immigrant participation?
 - If no, what might keep them from participating?
- What are some local government resources and services that X provides to immigrants?
 - What are your thoughts about these resources and services provided by X?

- Are there challenges that local government cannot or do not currently provide that immigrants take responsibility for within their communities?
- How can local governments support these actions?
 - In what ways does the local government cooperate with other groups?
- What is your definition of immigrant integration?
- Where do you see the greatest need in resources and services that could be offered to encourage immigrant integration?
- Can you tell me why you think this important to X?
- Are there practices that your organization engages in that tries to make things more culturally appropriate for immigrants? (interpretation, child care, outreach to populations etc.?)
 - If yes, can you tell me more about those practices?
 - If no, is there anything getting in the way of doing this?
- What are immigrant perceptions of law enforcement?
 - Are there recent incidents that bring this to mind?
- To what degree do immigrants participate in voting or have influence over decisions?
 - Does the local government try to increase voting in the immigrant community?
- How much contact do you personally have with immigrants?
- What would you consider a successful outcome of the Building Integrated Communities project?

APPENDIX DOCUMENT 5: IMMIGRANT ADVISORY BOARD HANDOUT

Civic Participation & Leadership Development: Immigrant Advisory Boards **Immigrant Advisory Boards Case Studies**

Immigrant and Refugee Advisory Board – Seattle, Washington

The Immigrant and Refugee Advisory Board was created as a result of Seattle's Immigrant and Refugee Report and Action Plan released in 2007. The Board is responsible to the Mayor and City Council by sharing knowledge to strengthen city government services to all members of the community, particularly the many immigrant and refugee groups in the Seattle area.

The Board is composed of 15 community leaders, 8 of which are appointed by the Mayor and the other 7 by the City Council. Each Board member is appointed for either 1- or 2-year terms and all have the option of reappointment for future terms. Objectives and responsibilities include:

- Advising the Mayor, City Council and city departments and offices on ways to enhance and improve access to city services and resources for immigrants and refugees, as well as strengthening opportunities for immigrants and refugees to participate in the civic life of the city;
- Advising the city on the successful implementation of the Immigrant and Refugee Action Plan and on future updates to the plan;
- Advising all city departments and offices in matters affecting immigrants and refugees, as appropriate; and
- Encouraging understanding between and among the various immigrant and refugee communities and the larger Seattle community.

Considerations:

- The Immigrant and Refugee Board is part of a larger initiative of both the City and the County “Race and Social Justice Initiative”:
<http://www.seattle.gov/rsji/immigrants/http://www.seattle.gov/landRboard/>
- The city has a 2-year action plan for all immigrant and refugee related initiatives:
http://www.seattle.gov/landRboard/documents/2010_2012ActionPlanFINAL120610.pdf
- Meetings are conducted at the same time and place every month. Agendas and meeting minutes are publicly available. <http://www.seattle.gov/landRboard/meetings.htm>
- The Immigrant and Refugee Board uses a work plan to delineate short-term tasks:
http://www.seattle.gov/landRboard/documents/2011Workplan_final_I&RC.pdf

Immigrant Advisory Committee – Boulder, Colorado

The Immigrant Advisory Committee in Boulder, Colorado was developed in 2006. The Committee seeks to encourage immigrant involvement in the city government and to advise the city on issues relating to the immigrant community. The committee serves in an advisory capacity to the city manager in developing policy and services that better serve the immigrant community and to encourage access by this community to the full benefits, opportunities and services provided by the city.

The committee consists of seven members appointed by the city manager. All members are immigrant residents of Boulder, either citizens or non-citizens, and must be reflective of the demographics of the immigrant community of Boulder. They must also have some knowledge and interest in issues that affect immigrants in the city.

Considerations:

- This Committee is supported by the National League of Cities:
http://www.bouldercolorado.gov/index.php?option=com_content&view=article&id=15245&Itemid=5172
- Information can also be found on the City of Boulder's website:
http://www.bouldercolorado.gov/index.php?option=com_content&view=article&id=12023&Itemid=4046

Immigrant Rights Commission (IRC) – San Francisco, California

The Immigrant Rights Commission was created in 1997 to advise the mayor and board of supervisors on issues and policies related to immigrants who live and work in San Francisco. The commission consists of fifteen (15) voting members, eleven (11) who are appointed by the Board of Supervisors and four (4) who are appointed by the Mayor. At least eight members must be immigrants to the United States and each member of the Commission serves for a term of two years.

Considerations:

- Extensive Commission Bylaws:
<http://www.sfgov2.org/ftp/uploadedfiles/immigrant/AboutUs/IRCBylaws.pdf>
- Useful website including meeting agendas and notes, links to national and local immigration materials: <http://www.sfgov2.org/index.aspx?page=1381>

Questions to Consider When Creating a Plan for an Immigrant Advisory Board:

Defining Goals and Success

- What are the goals of the board?
- What will “success” look like for the board?
 - How will you measure progress towards achieving “success”?

Representation and Advocacy

- Who should the board advise?
 - The HRC?
 - The City Council?
 - The mayor?
 - All of the above?
- Is proportional representation by ethnicity or immigrant/refugee status necessary?
 - Yes?
 - No?
 - Nice to have but not a requirement?

- How will the board share information with others, and for what purpose?

Recruitment and Training

- How will you recruit for the board?
- Who will recruit board members?
- Will there be an application process?
 - If yes, what will that look like?
- What are the desired characteristics for board members?
 - Languages spoken?
 - Personal or professional skills?
 - Personal or professional connections?
 - Lives or works in Greenville?
 - Interest in/commitment to the board's goals?
- How will you train or orient new board members?
 - What would the content be?
 - Who would provide it?

Logistics

- How often will the board meet?
- Will board members have terms?
 - If yes, how long will they be?
- Who will provide logistical support or other resources to enable the work of the board?

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FIGURE 1: GREENVILLE DEMOGRAPHICS

	2000	Greenville 2010	% increase	2000	Pitt County 2010	% increase
Population	60,476	84,554	39.81	133,798	168,148	25.67
Rank in NC	13	10	--	13	14	--
Male	27,997	38,762	38.45	63,441	79,360	25.09
Female	32,479	45,792	40.99	70,357	88,788	26.20
White	37,133	47,579	28.13	83,061	99,075	19.28
Black	20,649	31,272	51.45	45,019	57,257	27.18
Amer. Ind./Alaska Nat.	181	303	67.40	357	582	63.03
Asian/Pac. Islander	1,124	2,059	83.19	1,500	2,710	80.67
Other	611	1,489	143.70	2,408	5,136	113.29
Two or more races	778	1,852	138.05	1,453	3,388	133.17
Hispanic or Latino (of any race)	1,244	3,183	155.87	4,216	9,202	118.26
Mexican	589	1,558	164.52	2,992	6,422	114.64
Puerto Rican	180	547	203.89	337	870	158.16
Cuban	51	111	117.65	85	189	122.35
Other Hispanic or Latino	424	967	128.07	802	1,721	114.59
Age 0 – 17	11,375	15,832	39.18	31,554	37,798	19.79
Age 18 – 64	43,791	61,685	40.86	89,416	113,731	27.19
Age 65+	5,310	7,037	32.52	12,828	16,619	29.55
Median Age	26	26	0.00	30	31	1.97
Persons per Household	2.40	2.18	--	2.60	2.39	--
Married-couple Families	7,761	9,762	25.78	22,794	26,372	15.70
Non-family Households	13,201	19,386	46.85	20,302	27,912	37.48

SOURCE: CENSUS 2010

FIGURE 2: WORLD REGION OF BIRTH OF PITT COUNTY FOREIGN-BORN RESIDENTS

	Estimate 2009*	Estimate 2010*	% increase
Foreign-born population**	6,090	7,774	27.65
Europe	915	993	8.52
Asia	1,336	1,654	23.80
Africa	482	620	28.63
Oceania	15	12	-20.00
Latin America	3,003	4,177	39.09
Northern America	339	318	-6.19

SOURCE: AMERICAN COMMUNITY SURVEYS, 2005-2009, AND 2006-2010

*American Community Surveys' five-year reports compile data over a five-year period in order to have a sample size large enough to be statistically valid for smaller communities. Thus, numbers are approximate.

**Excluding population born at sea.



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Traffic Calming within the Uptown Core: Evolution and current update

Explanation: **Abstract:** This brief was prepared by the Traffic Division to address a request by Council Member Marion Blackburn to report on the evolution and current standing of the recent Uptown Traffic Calming Study, which is still under way. The collective goals of this document are to provide the following information:

1. The evolution, including the genesis of the concept to investigate and provide traffic calming on non-residential streets;
2. The events leading up to the commission of the study to investigate the defined area in the Uptown inner core;
3. The milestones of the actual pilot study, designed in response to the specific needs of the defined area in question.

Explanation:

This brief was prepared by the Traffic Division to address a request by Council Member Marion Blackburn to report on the evolution and current standing of the recent Uptown Traffic Calming Study, which is still under way. The collective goals of this document are to provide the following information as follows:

1. The evolution, including the genesis of the concept to investigate and provide traffic calming on non-residential streets;
2. The events leading up to the commission of the study to investigate the defined area in the Uptown inner core;
3. The milestones of the actual pilot study, designed in response to the specific needs of the defined area in question.

The defined area in question being:

- 5th Street: Evans Street to Reade Street
- Cotanche Street: 4th Street to Reade Circle

- Reade Circle: Cotanche Street to 5th Street
- Reade Street: 5th Street to 4th Street

1. CONCEPT EVOLUTION

The concept of investigating traffic calming on non-residential streets was initiated by the former Public Works Director, Wes Anderson, and current City Traffic Engineer, in late 2011.

As a matter of history, the City of Greenville (COG) adopted its first guideline policy controlling Traffic Calming Devices on October 11, 2001. The Policy was revised on December 8, 2008. The policy, however, is limited in its applications to “residential-qualified” streets.

In response to increasing requests to install traffic calming devices in other areas of the City, the need was recognized to modify the current guidelines to address traffic calming on the following:

- Roadways within the inner city business core
- Collector roads

The roadways in these categories were identified as possible candidates for traffic calming as:

- Posted speeds limits on these roadways are in the range that the use of traffic calming devices is feasible;
- These roadways provide access to businesses, schools and institutions (medical, for example), that require vehicular traffic calming to offset higher than average levels of pedestrian and biking activity.

The investigation into these specific areas is on-going. The formulation of a policy, either new or modified, is dependent on the information that is being gathered and considered, and/or local opportunities for “pilot” programs to test applications in these specific areas.

2. HISTORY OF EVENTS THAT INITIATED THIS STUDY

As a result of a double homicide within the study area (Uptown) in 2009, Interim Police Chief Joe Bartlett was tasked with protecting the City’s citizens from similar occurrences. Since the details of the homicide involved a “drive-by” shooting, the solution applied (approximately June 2009), was to place police barricades at the perimeters of the study area in question. This action eliminated vehicles from entering this core area of uptown.

Since the installation of these traffic control procedures, there has been a growing sentiment from area business owners that there had to be a better way to control this area but still allow vehicle access. They felt that the solution was too restrictive and it actually kept customers away. In 2012 the business owners requested a different, less restrictive solution. Meetings between the police and

the business owners resulted in a decision to remove the restrictive barricades. By February of 2012, the police were relying on a physical presence alone to handle crowd control, manage traffic and thwart crime.

As such, the City sought another approach to assist in the control of traffic without restricting vehicular access to this area. The Police Department and Traffic Engineering Division of Public Works worked toward developing a comprehensive plan that would:

- Slow vehicles within the containment area;
- Control (but not restrict) access of vehicles to this area;
- Protect pedestrian traffic throughout the area;
- Allow the co-mingling of both pedestrian and vehicular traffic in a manner as safe as possible, given the conditions.

Since the Police were already supplying resources to the greatest extent possible, the established goal was to rely on solutions that were self contained and did not further involve the Police Department. These traffic control devices, as such, needed to be viewed and act as a “force multiplier”, allowing the police to maintain their focus on active presence and crime deterrence.

With those goals and directives in place, the Traffic Engineering Division responded by developing a “pilot” program to meet the needs of the stated goals, as well as assist in the overall creation of the Policy for Traffic Calming on Non-Residential Streets.

The following parameters governed the application of the traffic calming devices:

- Any solution initially offered would be viewed as temporary;
- Any specific application or device considered and recommended could be easily removed or relocated;
- The installation of these types of devices would be “tested” in actual applications within the defined area, and depending on overall study results, may be removed or relocated;
- Permanent fixtures that which would require modification to existing infrastructure would not be considered.

3. PILOT STUDY MILESTONES

The current Uptown Traffic Calming project evolved out of cumulative needs that can be categorically summarized below:

- A proactive recognized need to have a City policy that governed candidate roads, other than residential streets;
- Increasing requests by business owners and institutions to provide traffic calming measures along the roadways that front their businesses and/or institutions;
- Documented history of varying methods that City Police utilized to

accommodate “crowd control” within the downtown core on the weekends;

- An ongoing goal to test such traffic calming measures along existing streets (or areas within the City) with existing needs. This type of “pilot” project would add valuable insight and local data (as well as lessons learned) to the eventual creation of a local policy.

The above needs led to the eventual pilot program that has been implemented and is currently being observed and tested. The project milestones, thereof, can be documented and predicted as follows:

July 25: Kick-off meeting to discuss traffic calming issues in the defined area within the downtown urban core.

July 30: Field investigations started. Research of probable applications and/or devices initiated.

August 12: Peak weekend nighttime and early morning observations, Saturday 11:00 PM thru Sunday 2:30 A.M.

August 29: Technical Summary of Findings presented. Initial and preliminary recommendations made.

September 5: Compilation of Summary of Findings submitted as Notes to Council; The comprehensive brief was formulated to include:

- Phase 1: Preliminary Investigation
- Phase 2: Identification of Need
- Phase 3: Application Research
- Initial Findings
- Additional Treatments / Mitigation to Consider
- Installation Strategy and Costs
- Attachment C: Traffic Control Devices Product Information and Specs.

September 1-13: Post study evaluation and follow-up investigation continues.

September 14: Initial Implementation Plan Memorandum submitted.

September 17 Thru October 2: Pre-test data collection (speeds and volume).

October 15 Thru November 15: Field installation of initial devices:

- speed cushion (5 location)
- Reade Street parking conversion
- FG 300 curb/delineators at key entry points

January 22 Thru January 28: Post-test data collection (speeds and volumes).

January 30: Post-test comparison of speeds and volumes.

February 14: Submission of post study findings; Decisions on actual applications of the pilot program to be made.

SUMMARY

This history of events documents the unique needs and challenges that the City of Greenville has and will continue to face within the Uptown core. These needs and challenges are attributed to Greenville having;

- A major college presence within the City;
- A large college population immediately adjacent and having access to the Uptown area;
- A proliferation of businesses catering to that specific population;
- A category of businesses (entertainment) that depend on night time activity, especially on the weekend.

These situations and conditions need to consider equally unique solutions that will resolve daily and nighttime traffic control, as well as assist the Police in their task to protect and serve all users of the area studied. The devices that have been placed to date (speed cushions, FG 300 curb, FG 300 delineators) have acted as a “force multiplier”, in that once installed, their operation and the control provided is self contained, with no additional staff required.

Fiscal Note:

This document was prepared in response to a request by a Council Member to provide a report on the genesis and current standing of the Uptown Traffic Calming Study (Pilot Study). Since all field applications of the study have been accommodated within the existing budget, there is no fiscal impact of the Pilot Study

Recommendation:

This brief has been prepared in response to a request for a report on Traffic Calming within the Uptown Core Area. The brief has been provided for informational purpose, therefore no recommendation is being made at this time.

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


Attachments / click to download

 [Notes to Council dated September 5 2012](#)

MEMORANDUM

To: Barbara Lipscomb, City Manager

From: Scott P.M. Godefroy, P.E., Interim Public Works Director



Date: September 5, 2012

Subject: TECHNICAL SUMMARY OF FINDINGS:
TRAFFIC CALMING WITHIN THE ENTERTAINMENT DISTRICT

This brief was prepared by the Traffic Division to address a request by Mayor Thomas to investigate options to control specific traffic issues in a limited area within the downtown core. A comprehensive presentation of these findings was made to the Mayor and others on August 29, 2012. The area investigated includes:

- 5th Street: Evans St. to Reade St.
- Cotanche St.: 4th St. to Reade Circle
- Reade Circle: Cotanche St. to 5th St.
- Reade St.: 5th St. to 4th St.

The study area, or actual area of influence is shown and highlighted on Attachment A.

The main goals (given the issues) are to slow vehicles within these areas, possibly control access of vehicles to these areas, and protect pedestrian traffic throughout. The solutions should be “temporary” to provide a period to test their success or failure. Permanent solutions will be considered after an appropriate test has been accomplished and reviewed. The related investigation included:

Phase 1: Preliminary Investigation

- Initial request meeting (Wednesday, July 25, 2012) to learn and discuss issues;
- Field site review of area in question, to identify existing roadway characteristics;
- A determination of possible physical limitations in the field;
- A peak observation of activity (12:30 to 2:30 AM on Sunday, August 12, 2012).

MEMORANDUM- Barbara Lipscomb

Page 2

September 5, 2012

Phase 2: Identification of need

- Speeding throughout study area (speed identified as too fast for conditions when intermixed with high night time pedestrian activity);
- Speeding concerns in specific areas that are business driven (Cotanche St.: 5th to Reade Circle and Reade Circle: Cotanche St. to 5th St.);
- Possible “corralling” of high pedestrian activity, especially closing time along Reade St.;
- Possible diversion of traffic, by intercepting traffic prior to entering the area of influence;
- Possible restriction of traffic from specific subject roadway links.

Phase 3: Application Research

- Vertical speed inhibitors: change the path of a vehicle vertically to reduce speed (speed tables, speed cushions);
- Horizontal speed inhibitors: change or restrict the horizontal path of a vehicle to reduce speed (curbing, delineators);
- Removable bollards: control access to an area on a limited basis;
- Vendor product and pricing.

INITIAL FINDINGS:

The initial mitigation plan was devised with the following driving needs and goals:

1. Establish solutions that help the specific problem area and need.
2. Incorporate solutions at specific locations that work systemically, within the area.
3. Develop temporary solutions that can be tested before a commitment is made to hard-scape or infrastructure improvements.

The overall mitigation plan incorporates a combination of speed cushions, a curb/traffic separator system (FG 300), a “removable bollard” system, pavement markings and signing. The following table lists each specific location and the device(s) proposed.

DOWNTOWN TRAFFIC CALMING
Night Time District

Primary Points of Application

Reference Number	Location	Treatment Device	Treatment Location	Treatment Point-of-Application	Roadway Width at Application	Number of Devices
1	5th Street: Between Evans and Cotanche	Speed Cushion	Mid-Block	EB: 105' east of Evans WB: 130' west of Cotanche	34'	2
2	5th Street: Between Cotanche and Reade	Speed Cushion	Mid-Block	EB: 85' east of Cotanche WB: 140' west of Reade St	34'	2
3	Cotanche Street: Between 4th and 5th	Speed Cushion	Mid-Block	145' south of 4th	34'	2
4	Cotanche Street: Between 5th and Reade	Speed Cushion	Mid-block	205' south of 5th (In front of UBE Pirate Store)	28'	2
5	Reade Circle: Between Cotanche and 5th	Speed Cushion	Mid-block	10' west of pedestrian crossing (measured from edge of brick)	24'	2
6	5th Street: Between Evans and Cotanche	FG 300 Curb System	Entry to eastbound link	Along double yellow barrier line. Along white lane line.	34'	6'
7	5th Street: Between Evans and Cotanche West of Cotanche	Paint FG 300 Curb System	Entry to westbound link	Establish island opposing left turn lane with paint. Highlight outline with curb system.	34'	75' 6'
8	5th Street: Between Cotanch and Reade East of Cotanche	FG 300 Curb System	Entry to eastbound link	Along double yellow barrier line. Along white lane line.	34'	6'
9	5th Street: Between Cotanche and Reade West of Reade	FG 300 Curb System	Entry to westbound link	Along double yellow barrier line. Along white lane line.	34'	6'
10	Cotanche Street: Between 4th and 5th	FG 300 Curb System	Entry to southbound link	Funnel each side	24' (22')	12'
11	Cotanche Street: Between 5th and Reade	FG 300 Curb System	Entry to southbound link	Funnel one side	25' (22')	6'
12	Reade Circle: Between Cotanche and 5th	FG 300 Curb System	Entry to eastbound link	Funnel each side	28' (24')	18'
13	Reade Circle: Between Cotanche and 5th	FG 300 Curb System	Exit from eastbound link	Funnel each side	25' (22')	6'

MEMORANDUM- Barbara Lipscomb
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September 5, 2012

The proposed locations of each application, and their relationship to each other, are depicted on Attachment B. Attachment C further includes depictions and descriptions of each of the proposed traffic calming devices, and related product information.

Additional Treatments / Mitigation to Consider

Supplemental treatments are offered to mitigate specific deficiencies or needs observed or identified in the field, as follows:

Ref. Num.	Location	Topic	Treatment	Effect
14	Reade St: Between 4 th & 5th	Angled parking Along west side	Reserve spaces for peds at beginning of night. (Barricades/Cones)	Dedicated walk area for Phoenix patrons at 1:50 AM, and all others on route to buses at bar close.
15	Cotanche St: Between 3 rd & 4th	Angled parking Along west side	Restrict parking to regular sized cars. (No SUV or truck)	Corrects noted bumper overhang in adjacent travel lane.
16	Cotanche St: Between 4 th & 5th	Angled parking Along west side	Restrict parking to regular sized cars. (No SUV or truck)	Corrects noted bumper overhang in adjacent travel lane.
17	Various locations	Parking Intercept Signing	Provide signing at critical locations.	Divert a percentage of traffic from the influence area.

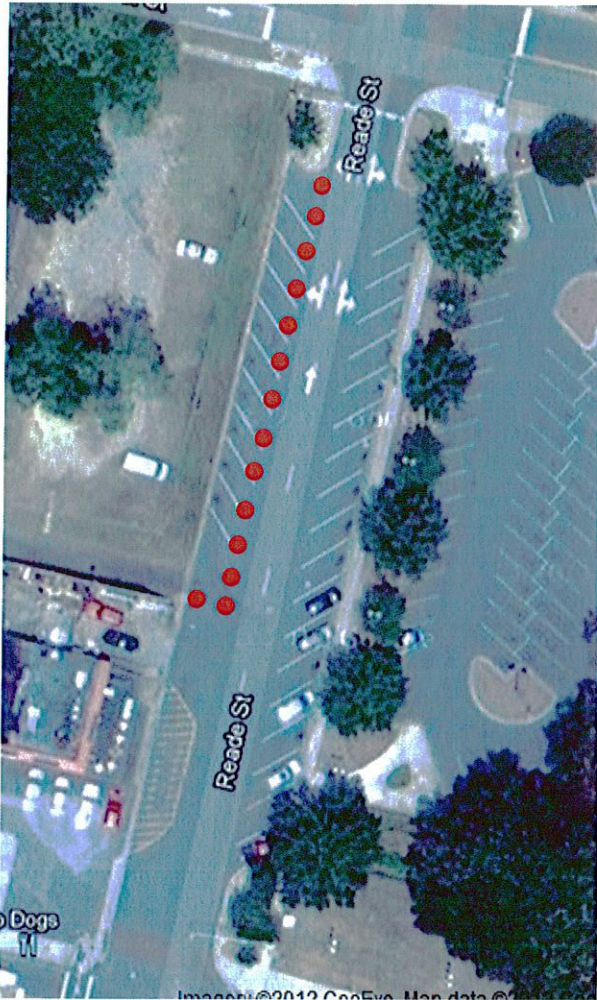
Reference numbers 14, 15, 16 and 17 are depicted on aerials on the following pages.

Reference #14: Shows the area to be delineated as a dedicated pedestrian walk area. Observations of peak night time activity identified pedestrian-vehicular conflicts throughout the length of this specific section of Reade St.

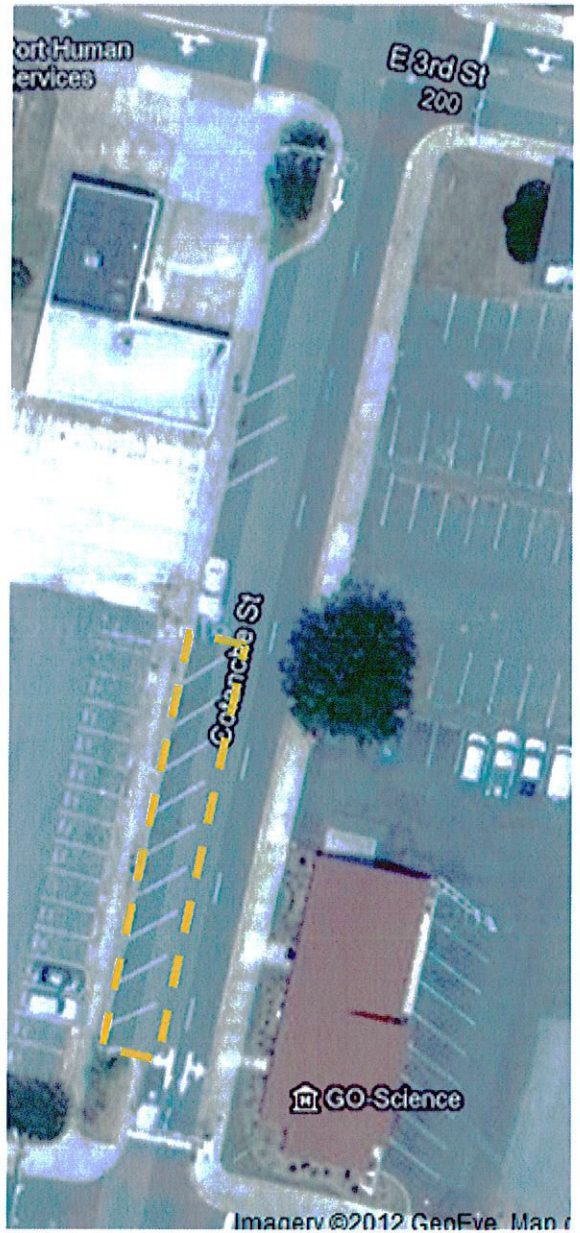
Reference #15, #16: Show the parking areas with tight roadway widths, which contribute to parked vehicles' bumpers overhanging the adjacent travel lane. We have also received complaints from code enforcement officers regarding this issue. Examples of this are included after the aerial depictions.

Reference #17: The red arrows on this reference indicate traffic approach paths from all directions surrounding the area of influence. The yellow arrows represent locations where signing can be placed to direct traffic to parking areas away from the area of influence.

14



15



16





MEMORANDUM- Barbara Lipscomb

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September 5, 2012

INSTALLATION STRATEGY AND COSTS

One of the original intents of this investigation was to consider devices that could provide the intended effect, but be placed on a “temporary” basis to test their merit. For example, the speed cushions can be removed OR relocated based on need. The FG 300 curbing system provides the desired traffic directing capabilities AND provides superb target value to the driver, yet can be removed or relocated if their actual field application is not deemed successful.

The probable cost of installing the entire area-wide plan would be approximately \$12,900.00. The itemized break down of these costs is reflected in the table on the following page.

Although an area wide systemic solution is desirable, it would be practical to first test these devices in a limited targeted area. For example, a probable “test corridor” could be 5th Street, and the busiest roadway link, therein, between Cotanche and Reade. The cost associated with that segment alone would be approximately \$2,600.00. Since the table on the following page lists itemized costs at each location, any possible “initial testing strategy” can be defined for implementation, and its associated costs determined.

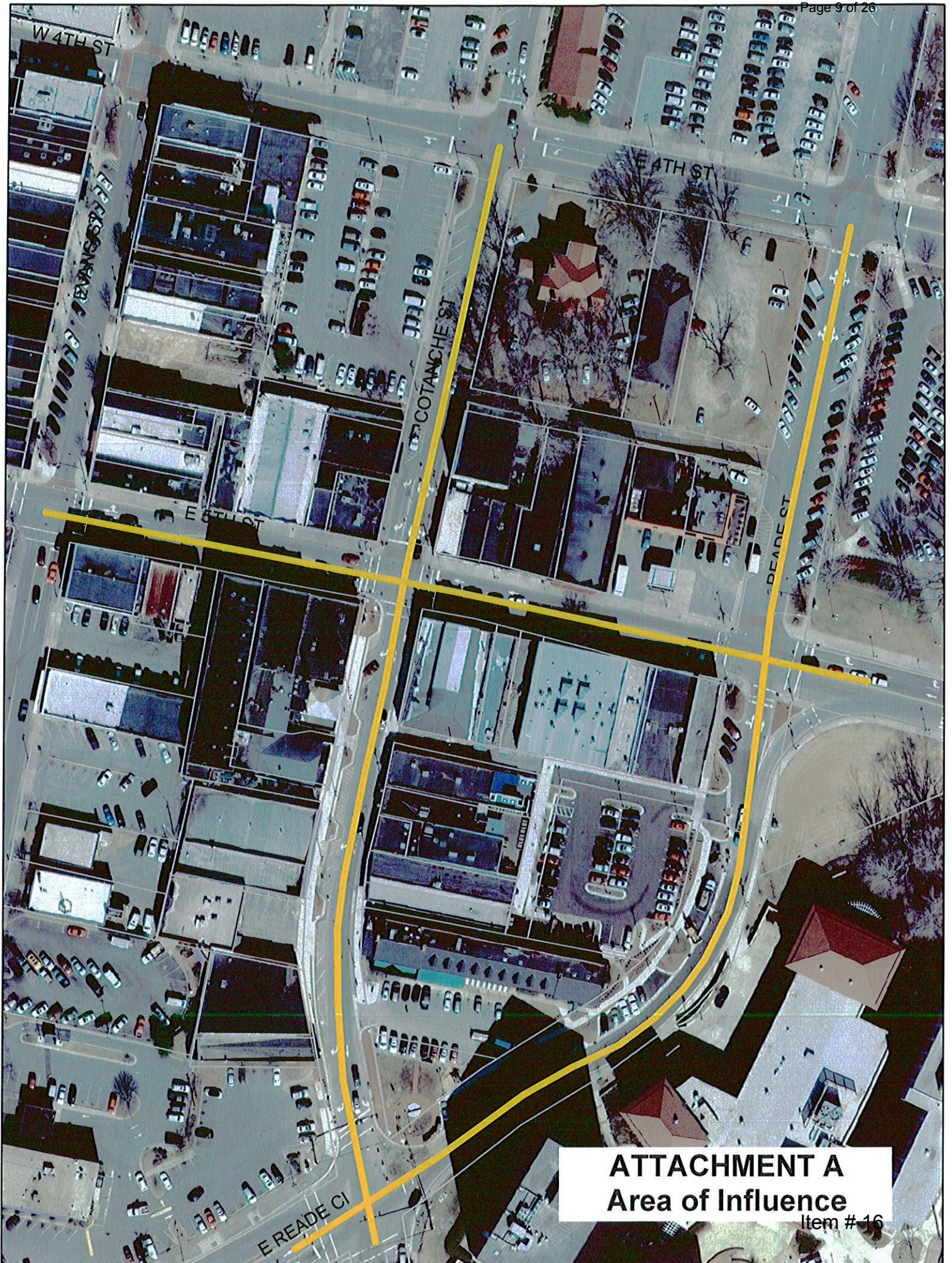
Note: The Meeting Minutes summarizing this presentation and resulting discussion is attached to this document.

DOWNTOWN TRAFFIC CALMING
Night Time District

Primary Points of Application

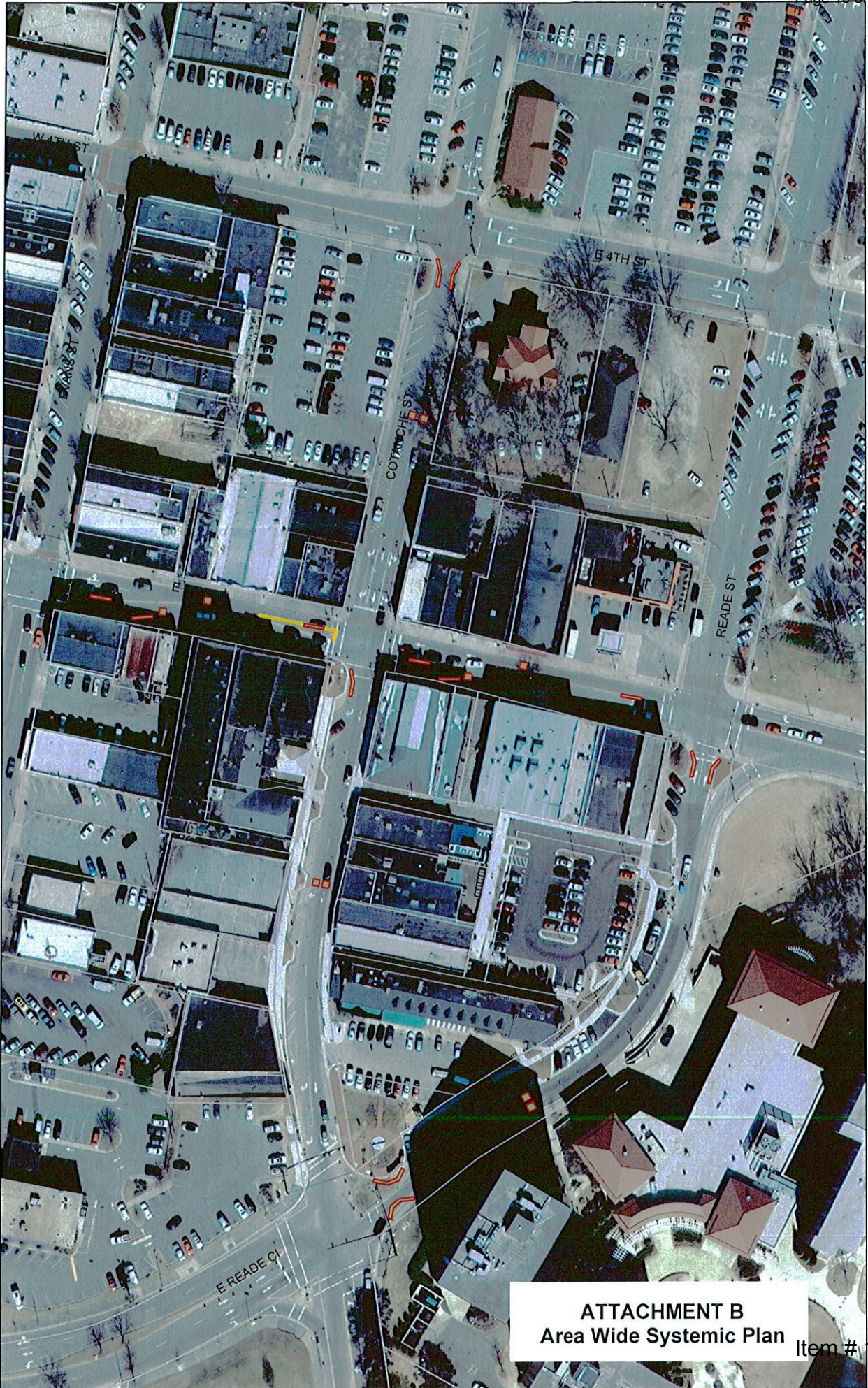
Reference Number	Location	Treatment Device	Number of Devices	Unit	Unit Cost	Total Cost
1	5th Street: Between Evans and Cotanche	Speed Cushion	1	Ea.	\$ 950.00	\$ 950.00
		FG 300 Curb System	6	L.F.	\$ 40.00	\$ 240.00
		Speed Cushion	1	Ea.	\$ 950.00	\$ 950.00
2	5th Street: Between Cotanche and Reade	Speed Cushion	1	Ea.	\$ 950.00	\$ 950.00
		FG 300 Curb System	6	L.F.	\$ 40.00	\$ 240.00
		SpeedCushion	1	Ea.	\$ 950.00	\$ 950.00
3	Cotanche Street: Between 4th and 5th	Speed Cushion	2	Ea.	\$ 950.00	\$ 1,900.00
4	Cotanche Street: Between 5th and Reade	Speed Cushion	2	Ea.	\$ 950.00	\$ 1,900.00
5	Reade Circle: Between Cotanche and 5th	Speed Cushion	2	Ea.	\$ 950.00	\$ 1,900.00
6	5th Street: Between Evans and Cotanche	FG 300 Curb System	6	L.F.	\$ 40.00	\$ 240.00
7	5th Street: Between Evans and Cotanche West of Cotanche	Paint	75	L.F.	\$ -	\$ -
		FG 300 Curb System	6	L.F.	\$ 40.00	\$ 240.00
8	5th Street: Between Cotanch and Reade East of Cotanche	FG 300 Curb System	6	L.F.	\$ 40.00	\$ 240.00
9	5th Street: Between Cotanche and Reade West of Reade	FG 300 Curb System	6	L.F.	\$ 40.00	\$ 240.00
10	Cotanche Street: Between 4th and 5th	FG 300 Curb System	12	L.F.	\$ 40.00	\$ 480.00
11	Cotanche Street: Between 5th and Reade	FG 300 Curb System	6	L.F.	\$ 40.00	\$ 240.00
12	Reade Circle: Between Cotanche and 5th	FG 300 Curb System	18	L.F.	\$ 40.00	\$ 720.00
13	Reade Circle: Between Cotanche and 5th	FG 300 Curb System	12	L.F.	\$ 40.00	\$ 480.00

TOTAL
\$ 12,860.00
\$ 2,620.00



ATTACHMENT A
Area of Influence

Item # 16



ATTACHMENT B
Area Wide Systemic Plan

Item # 16

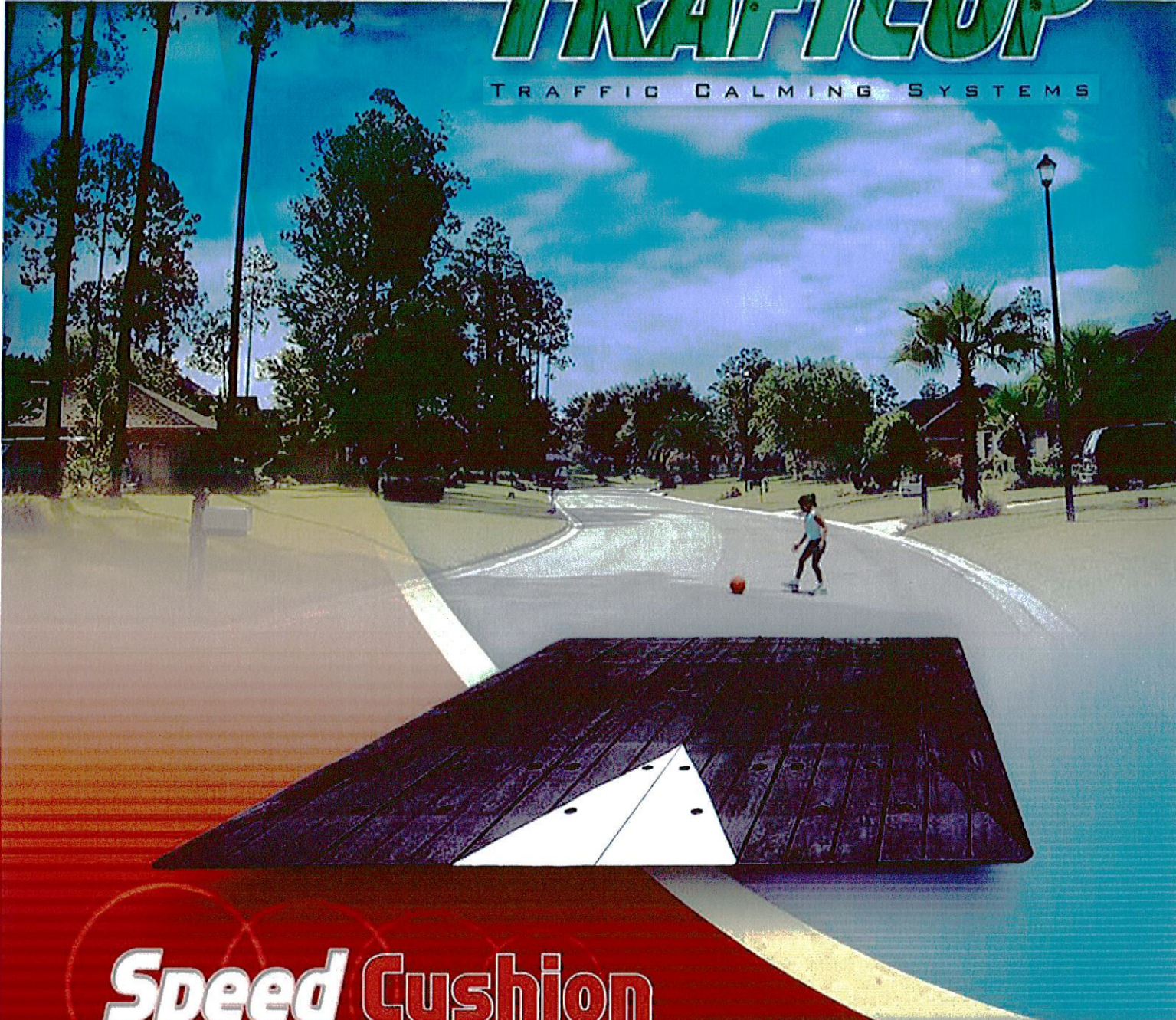
MEMORANDUM- Barbara Lipscomb
Page 5
September 5, 2012

ATTACHMENT C

TRAFFIC CONTROL DEVICES PRODUCT INFORMATION SPECIFICATIONS

The **TRAFICOP**

TRAFFIC CALMING SYSTEMS



Speed Cushion

**SAFER
ROADS**
LLC

INNOVATIVE TRAFFIC CALMING SYSTEMS

Item # 16

WHEN SECONDS COUNT,
COUNT ON...

TRAFICOP

TRAFFIC CALMING SYSTEMS



Slows Down P.O.V.'s, Not Emergency Vehicles

- Special width design allows straddling by E.V.'s
- Minimal delay in Emergency Response times
- Minimal impact for occupants, patients and equipment
- Reduced wear on E.V.'s and public service vehicles



EMERGENCY VEHICLE RESPONSE DELAYS

Trafficop + 1.03 sec



Speed Tables + 5.78 sec



Speed Humps + 6.80 sec



Traffic Circles + 9.48 sec



COMPARING TRAFICOP TO OTHER
TRAFFIC CALMING METHODS

Item # 16

PURPOSE:

The Traficop Speed Cushion's purpose is to **safely reduce vehicular speeds, accidents and excessive average daily traffic**. As our highways and primary roadways become increasingly congested, motorists are utilizing our neighborhood streets as alternate routes, putting the neighborhood residents in danger. In an attempt to return these neighborhood streets back to the neighbors, many communities are experimenting with various methods and devices for calming the increase of through-traffic to a range in degrees of success. Along with easy installation, durability and a cleaner appearance, the Traficop provides safety for residents, motorists and installers, making it the superior choice for traffic calming solutions.

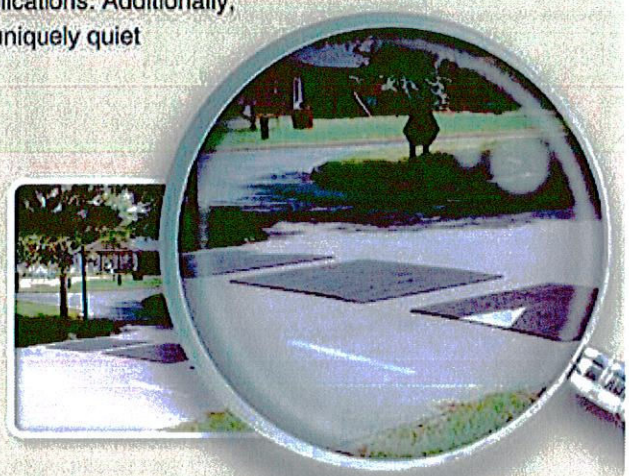


MODULAR DESIGN:

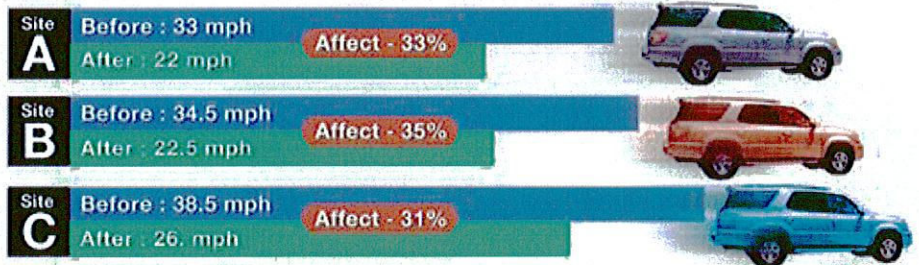
The Traficop Speed Cushion is assembled with modular units that are both durable and manageable. Each module is manufactured with a composite of long-wearing recycled rubber and fuel and weather resistant premium two-part polyurethane compressed at 160 tons. The result is a device **far more durable than the road itself**. Preformed modules eliminate field engineering and ensure consistent and precise installations. The modules' sizes and weight permit handling and transporting without heavy equipment. Multiple units **can be hand loaded and transported in a standard pickup truck**. The modular design also allows the cushion's size to be customized for special applications. Additionally, each module is specially designed to absorb energy and produce a uniquely quiet form of traffic calming.



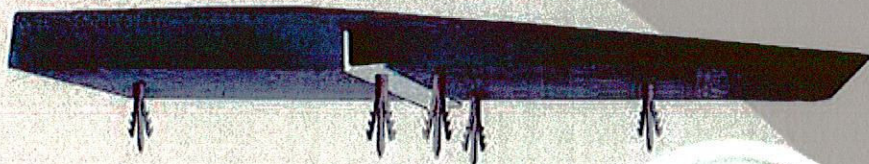
Asphalt
Vs.
Traficop:
**Higher Visibility
and
Durability**



85TH PERCENTILE DATA:
TYPICAL VOLUME OF TRAFFIC REDUCED 15 - 25%

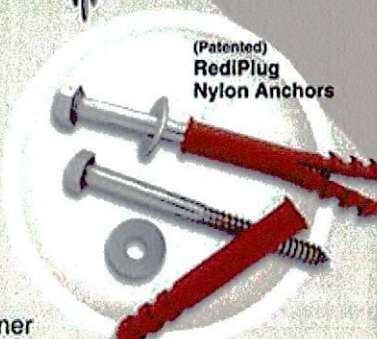


TECHNICAL DATA



ANCHOR SYSTEM:

The Trafficop Speed Cushion's exclusive anchor system ensures a **secure and lasting device**. This anchor system incorporates patented RediPlug nylon anchors, two part epoxy resin, premium stainless steel lag bolts and washers and galvanized steel reinforcing bars. The steel reinforcing bars run under the ramps, from one corner module to the other, spreading the force of impact and providing additional anchor points to the ground. **Individual modules or entire cushions can be removed and relocated.**



(Patented) RediPlug Nylon Anchors

General:

Preformed rubber/polyurethane composite speed cushion. Modular design to allow the length and width to be easily adjusted by adding or changing modules

Material:

100% recycled rubber
2 part polyurethane binder



Recycled

Specifications:

Hardness: Minimum 65° Shore A
Specific Gravity: 1.13
Skid Resistance: 89 (dry)
Tensile Strength: 500 psi
Deform Rate: None

Dimensions (Standard Trafficop):

Length: 6.5 ft.	Ramp Gradient:
Width: 6.25 ft.	Entrance: 1 : 10
Thickness: 3 in.	Side: 1 : 4
	Max Step: .5 in.

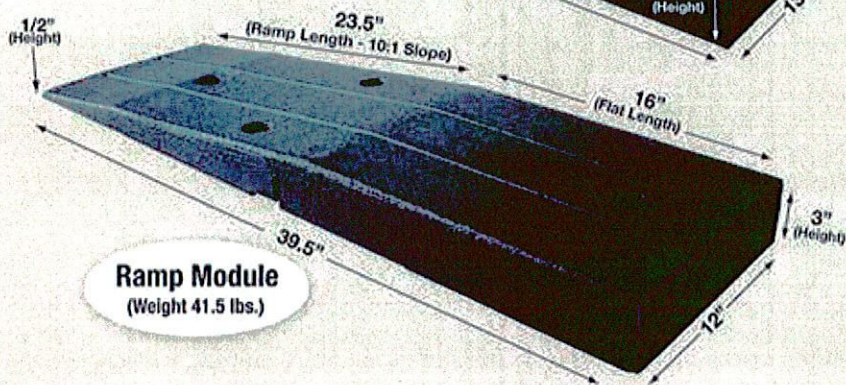
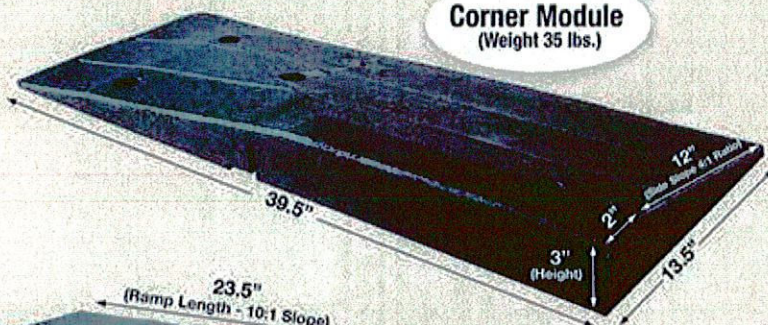
Markings:

Entrance arrow made of white retro-reflective pavement marking tape 24 inches wide by 24 inches high. Marking is molded into the cushion during manufacturing.

Anchor Devices and Assembly:

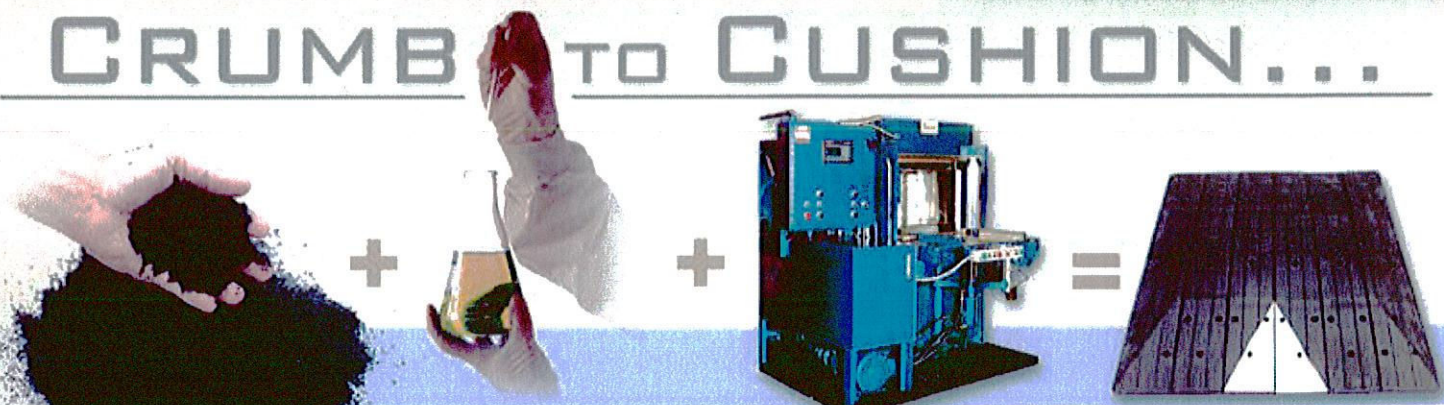
Reinforcing Bars (provide cushion stability and structural integrity)
Reinforcing Bar Anchors - 10mm OD by 100mm A4 stainless steel Torx Head screws.
Module Anchors - 10mm OD by 120mm A2 stainless steel lag bolts and 10mm SS washers.
Quick set two-part polyester resin (secures RediPlug in pavement).
Patented RediPlug anchor - 14mm OD by 10mm ID by 100mm long.

Corner Module
(Weight 35 lbs.)



Ramp Module
(Weight 41.5 lbs.)

CRUMB TO CUSHION...



Recycled Rubber Shard

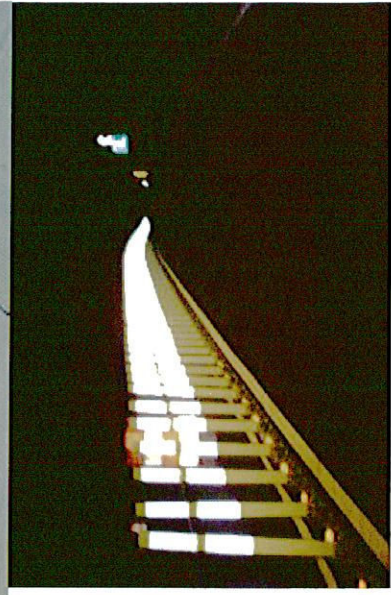
2-Part Polyurethane Binder

160 Tons Pressure

Trafficop Module
Item # 16

FG 300 IG Curb Features & Benefits

- Posts create “Picket Fence” effect
- Safely mountable by emergency vehicles – Curb only 2” tall
- Smaller footprint preserves lane width – Curb only 8” wide
- Internal radial rib curb structure supports 10,000+ lbs of loading
- Built-in reflective lenses
- Solid color, No painting required
- Super tough FG 300 UR or EFX Posts
- NCHRP 350 Accepted – #WZ193
- Impact-tested @ 60 MPH



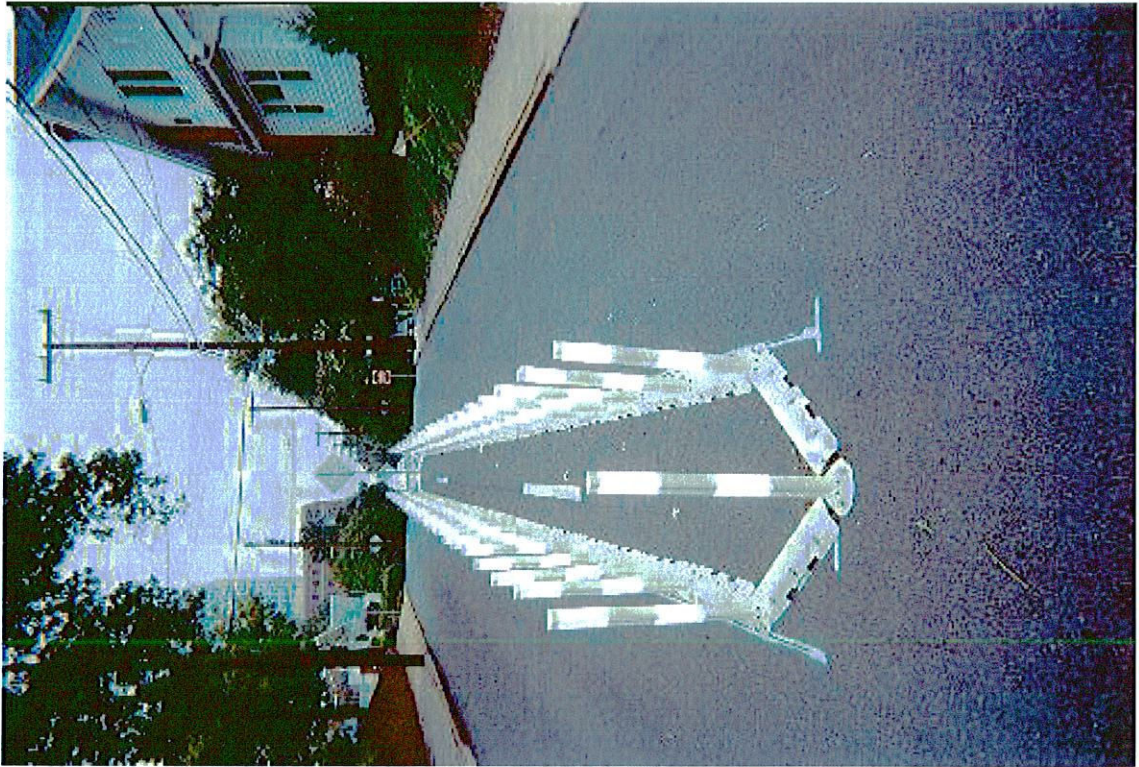


Left Turn Restriction (NCDOT #10)



Item # 16

Phone: (919) 404-0530 Fax: (919) 404-0630 Email: sales@trafficdistributorlinks.com



Traffic Calming (Winston-Salem, NC)

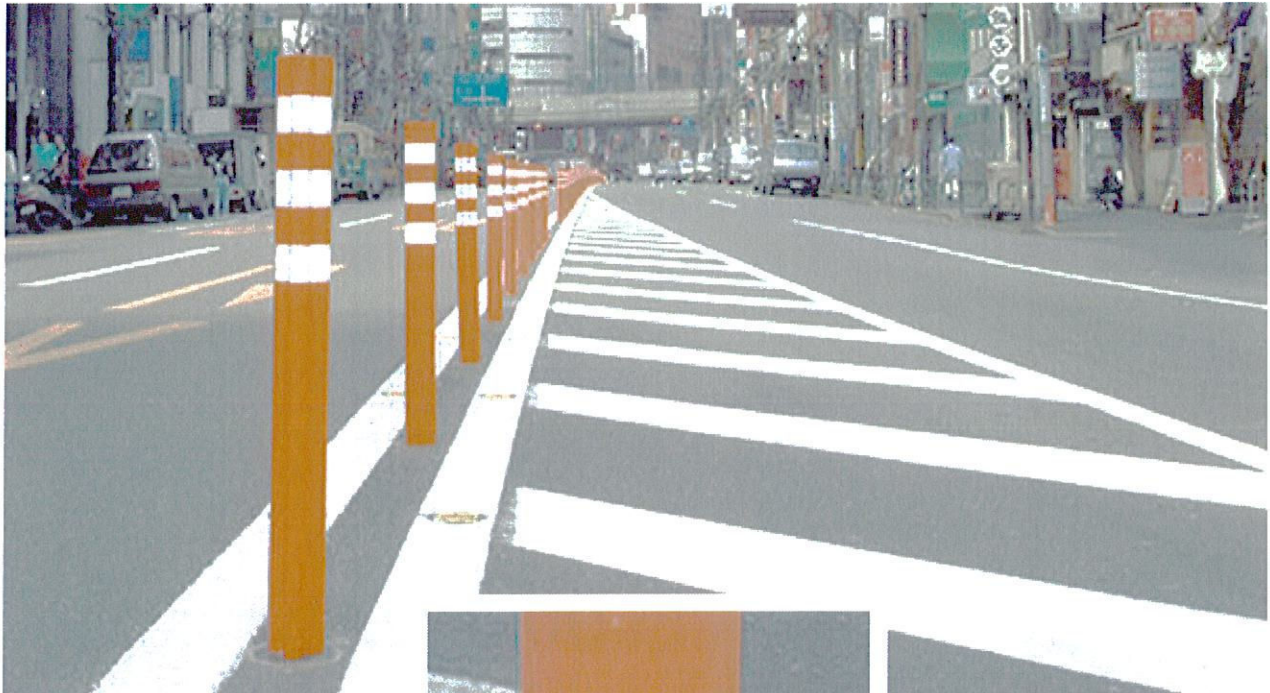
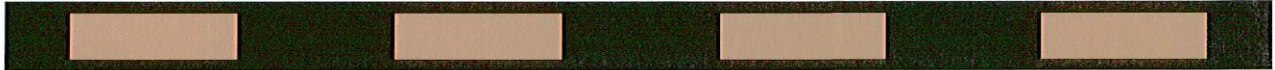
Phone: (919) 404-0530 Fax: (919) 404-0630 Email: sales@trafficdistributorlinks.com



Davidson Traffic Control Products

Flexi-Guide FG 300 Invisi-Base

Flush Mount Base for Flexi-Guide FG 300 Channelizer Posts & Rubber Curb Retrofit



FG 300 Invisi-Base – Simple to Install & Maintain

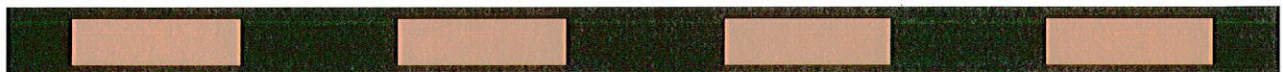
The FG 300 Invisi-Base is designed for use in three different applications:

- Flush-mount Channelizer Post
- Rubber Curb Retrofit
- Barrier Wall Delineation



Flush-mount Channelizer Post

The Invisi-Base provides for use of FG 300 post where the posts are mounted flush with the roadway. This can reduce trip hazards when our posts are used in areas with high pedestrian traffic. The Invisi-Base also provides for installation of FG 300 posts in the spring and easy



Davidson Traffic Control Products

Instructions for **Flexi-Guide FG 300 Invisi-Base** Flush Mount Base for Flexi-Guide FG 300 Channelizer Posts

removal of the posts in the fall. Simply remove the post, install the Winter Cover and the Invisi-Base becomes invisible on the roadway.

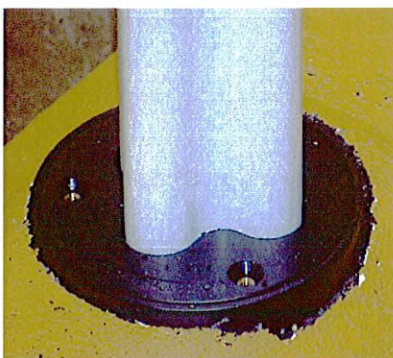
The plate covers are designed so that the fasteners attach with just a 1/4 turn. These fasteners allow for quick installation, and a secured mounting that will resist rust. The fasteners are attached to the covers, virtually eliminating the risk of loss.

Rubber Curb Retrofit

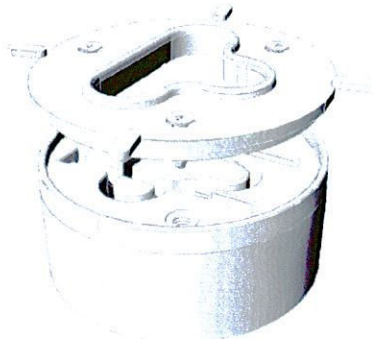
The Invisi-Base allows the retrofit of NTPEP tested channelizer posts into existing recycled rubber curb sections. The Invisi-Base can be glued into cored out holes in the rubber curb. This allows for use of our highly durable EFX of UR channelizer posts.

Barrier Wall Delineation

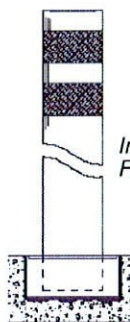
For top mount delineation of concrete barriers, this base provides a slim, clean profile for a 16" FG 300 Model PE post with



Rubber Curb Retrofit



Invisi-Base with Summer Cover



*Invisi-Base with
FG 300 Post*

reflective sheeting.

The Invisi-Base comes standard with the Summer Cover, lock pin and fasteners. Winter Covers are available and sold separately.

When a Flexi-Guide post is attached to the Invisi-Base, the Summer Cover keeps the post securely attached. When the posts are removed, the Winter Cover protects the Invisi-Base from road debris and provides an even surface that is flush to the road to accommodate winter snow plow operations

FG 300 Invisi-Base Features:

- 1/4 turn fasteners allow easy and quick installations
- Can be retrofitted to existing rubber curb installations
- Posts easily removed for winter snow plow operations



For More Information or Pricing, Contact Your Distributor:
Traffic Distributor Links, Inc.
P.O. Box 73 - Zebulon, NC 27597
(919) 404-0530 - Fax: (919) 404-0630
sales@tdl-inc.com

Item # 16



MINUTES OF MEETING

Downtown Traffic Calming

Wednesday, August 29, 2012

3:30 PM @ City Hall CR: 125

ATTENDEES:

Allen Thomas, Mayor
Barbara Lipscomb, City Manager
Scott Godefroy, P.E., Interim Public Works Director
Merrill Flood, Director of Community Development
Joe Bartlett, Deputy Police Chief
Bill Ale, Fire / Rescue Chief
Chris Padgett, Chief Planner
Carl Reese, Senior Planner
Chris Ivey, Police Lieutenant
Richard DiCesare, P.E., PTOE, City Traffic Engineer
Stacey Pigford, P.E., Assistant Traffic Engineer

Minutes

Prepared By: Stacey Pigford / Rik DiCesare

This was a follow up to a special request (Mayor Thomas) meeting held on July 25th, 2012 to discuss traffic control issues in the downtown core. The purpose of this meeting was to present the Summary of Findings resulting from the investigation that evolved by the Traffic Division.

The main goals (given the issues defined previously) are slowing vehicles within these areas, controlling access of vehicles to these areas, and protecting pedestrian traffic throughout.

DISCUSSION:

Meeting was initiated by Rik summarizing the preliminary investigation and initial findings. He explained that the investigation was handled in phases as follows:

Phase 1: Preliminary Investigation

Included the initial information meeting, overall field site review, and peak observation of night time activity;

Phase 2: Identification of Need

Identified speeding throughout study area, speeding concerns in specific business areas, possible “corralling” of high pedestrian activity especially at closing time along Reade St., possible diversion of traffic by intercepting traffic prior to entering the area, and possible restriction of traffic from specific subject roadway links;

Phase 3: Application Research

Selection of vertical speed inhibitors (speed cushions, speed tables), horizontal speed inhibitors (curbing, delineators), removable bollards to control access to an area on a limited basis, and vendor product and pricing.

Rik reminded everyone that the investigation was driven by needs and goals that would establish solutions that help the specific problem area, incorporate solutions at specific locations that work systemically, and develop temporary solutions that could be tested before a commitment is made to hard-scape or infrastructure improvements.

Options proposed included speed cushions at 5 locations and curb delineation systems at the entry/exit points of problem links. A table and aerials were included in the hand out that depicted the locations of the devices proposed. Other attachments to the summary included an aerial defining the influence area, an area-wide systemic plan, and product information and specifications for the various devices proposed.

Rik then continued with supplemental treatments offered to mitigate specific deficiencies or needs observed or identified in the field, as follows:

1. Reade St. between 4th and 5th (angled parking along the west side): Consideration of reserving these spaces for a dedicated pedestrian walkway. Observations of peak night time activity identified pedestrian-vehicular conflicts throughout the length of this specific section of Reade St.

2. Cotanche St. between 3rd and 4th, and Cotanche St. between 4th and 5th (angled parking along west side): Consideration of limiting truck and SUV parking in these areas. Trucks parking in these areas often have their bumpers "overhanging" in the adjacent travel lane. Complaints have also been received from code enforcement officers on this issue.
3. Various locations (Parking intercept signing): Consideration of placing parking informational signing at critical locations, to divert a percentage of traffic from the influence area.

Rik then closed the presentation with a discussion of a strategy of installation and costs.

The probable cost of installing the entire area-wide plan would be approximately \$12,900.00. However, he suggested that it would be practical to first test these devices in a limited targeted area, such as the 5th Street corridor. The cost associated with that segment alone would be approximately \$2,600.00. Once the police department and Traffic Engineering have a chance to observe the effectiveness of the devices, we can then proceed with installing the remainder of the plan.

MEETING TOPIC DISCUSSION

Delineator Devices (FG 300 curbing system or removable types)

Barbara expressed concern with the aesthetic look of the FG 300 curb/delineator system. While she recognizes the practicality of their effect at night, she stated we must also weigh their looks during all other times of the day, particularly daytime. Carl suggested removing them when not in use for night time traffic control, and Rik confirmed the practicality of that suggestion given aspects of their design. It was agreed that the delineators would only be installed at night (particularly weekends). It has not yet been determined who or what department will be responsible for the on-going installation and take-down of said devices.

Speed Cushions and Shared Cost Responsibilities

Joe Bartlett stated that in addition to 5th Street, he would like the speed cushions on Cotanche between 5th & Reade and those on Reade Circle installed in the initial "test" phase as well. As such, It was agreed that all speed cushions would be installed initially. Joe also stated that the police department would pay for the speed cushions. Rik stated that the pavement markings that are required will be installed by Traffic Services and the curbing/delineation system will be paid for by the Traffic Division. At the end of the meeting, Joe also designated entry areas that he wanted delineated in the initial installation plan, as well.

Reade St. between 4th and 5th (angled parking along the west side)

As part of this investigation, Traffic Engineering recommended reserving these spaces for a dedicated pedestrian walkway. The plausibility of installing a sidewalk adjacent to this parking area was discussed. Carl will investigate acquiring a 10' (from back of curb) easement from the property owner to install a retaining wall and sidewalk, which would allow the angled parking to remain. In the mean time, Chris Padgett suggested converting the angled parking to parallel parking. This will provide the additional space required to enable a semi-permanent pedestrian walkway to be established between the parking and the embankment along the west side of Reade Street.

Cotanche between 3rd and 4th and 4th and 5th (angled parking along west side)

The suggestion to restrict SUV and truck parking in these areas will not be implemented at this time. It was agreed that the problem was not a priority, and the "problem" contributes to a natural traffic calming effect. The issue will be revisited if an accident problem manifests as a result of the larger vehicle parking.

Parking Intercept Signing

Since the signing can be installed by Traffic Services at any time, there is no pressing need to devise a location plan at this time. Rik did bring up the issue of conformance to regular destination signing versus Way Finding Signing. Carl said he saw no reason why this type of signing needed to be in conformance with Way Finding. As such, a consistent message and sign "look" can be designed and implemented in the future.

Miscellaneous

Barbara also suggested that we look at increasing the lighting levels in the defined study area to deter patrons from wanting to loiter once the bars are closed. Chris stated that there is approximately \$100,000 in this year's budget to update/install street lighting. Carl added that there is software that can be purchased for approximately \$12,000 that would allow the City to control the brightness of the street lights at different times of the night. Carl informed the group that he would proceed to look at purchasing this software.

Follow-up Actions Items

1. Rik will contact vendor to inquire lead time on ordering and purchasing the initially approved equipment.
2. Traffic Engineering will investigate (in field) the plausibility of using the "invisi-base" delineator system, rather than FG 300 curbing (better aesthetic appeal).
3. Traffic Engineering will investigate (in field) final locations of the speed cushions.
4. Traffic Engineering will revise an aerial map to illustrate the initial installation plan.
5. Traffic Engineering will investigate options on delineating the pedestrian walkway area created on Reade Street by converting the angled parking to parallel parking. The number of spaces lost will also be defined.
6. Carl will investigate the lighting software and easement for the proposed sidewalk along Reade.



City of Greenville, North Carolina

Meeting Date: 2/11/2013
Time: 6:00 PM

Title of Item: Budget ordinance amendment #6 to the 2012-2013 City of Greenville budget (Ordinance #12-027)

Explanation: **Abstract:** The budget amendment is for City Council to review and approve proposed changes to the adopted 2012-2013 budget that have been submitted by department directors.

Explanation: Attached is an amendment to the 2012-2013 budget ordinance for consideration at the February 11, 2013, City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To appropriate donations and expenses for United Way (\$6,391).

B To appropriate Contingency funds for the City's 10% share (\$84,804) of two buses for the "GREAT" system. Federal (80%), State (10%) and the City's share were approved during fiscal year 2010 to fund the expansion of service. Additional funding was provided at that time from the American Recovery and Reinvestment Act. Staff plans to encumber these funds by March 2013 (\$848,041).

Fiscal Note: The budget ordinance amendment affects the following funds: increase the General Fund by \$6,391 and increase Public Transportation Fund by \$848,041.

<u>Fund Name</u>	<u>Original /Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 2/11/2013</u>
General Fund	\$ 77,840,308	\$ 6,391	\$ 77,846,699
Public Transportation	\$ 2,386,546	\$ 848,041	\$ 3,234,587

Recommendation: Approve budget ordinance amendment #6 to the 2012-2013 City of Greenville budget (Ordinance #12-027)

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

Attachments / click to download

[Budget_Amendment_FY_2012_2013_932360](#)

ORDINANCE NO. -
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#6) Amending the 2012-2013 Budget (Ordinance No. 12-027)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 12-027, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2012-2013 BUDGET	#6 Amended 2/11/13	Total Amendments	Amended 2012-2013 Budget
<u>ESTIMATED REVENUES</u>				
Property Tax	\$ 29,312,043	\$ -	\$ -	\$ 29,312,043
Sales Tax	14,611,439	-	-	14,611,439
Utilities Franchise Tax	5,540,166	-	-	5,540,166
Other Unrestricted Intergov't Revenue	2,739,598	-	-	2,739,598
Powell Bill	2,157,640	-	-	2,157,640
Restricted Intergov't Revenues	1,006,337	A 6,391	313,323	1,319,660
Privilege License	627,800	-	-	627,800
Other Licenses, Permits and Fees	4,118,755	-	-	4,118,755
Rescue Service Transport	3,062,835	-	-	3,062,835
Other Sales & Services	921,707	-	-	921,707
Other Revenues	397,449	-	-	397,449
Interest on Investments	1,768,922	-	-	1,768,922
Transfers In GUC	5,952,192	-	-	5,952,192
Other Financing Sources	404,920	-	70,000	474,920
Appropriated Fund Balance	4,480,238	-	361,335	4,841,573
TOTAL REVENUES	\$ 77,102,041	\$ 6,391	\$ 744,658	\$ 77,846,699

<u>APPROPRIATIONS</u>				
Mayor/City Council	\$ 308,647	\$ -	\$ -	\$ 308,647
City Manager	1,210,711	-	80,307	1,291,018
City Clerk	271,798	-	-	271,798
City Attorney	446,673	-	-	446,673
Human Resources	2,512,101	A 6,391	6,391	2,518,492
Information Technology	2,965,501	-	-	2,965,501
Fire/Rescue	13,364,981	-	68,194	13,433,175
Financial Services	2,352,946	-	1,396	2,354,342
Recreation & Parks	7,264,287	-	148,485	7,412,772
Police	22,675,599	-	185,234	22,860,833
Public Works	10,276,600	-	43,864	10,320,464
Community Development	1,698,394	-	46,790	1,745,184
OPEB	300,000	-	-	300,000
Contingency	181,871	B (84,804)	(40,431)	141,440
Indirect Cost Reimbursement	(1,014,572)	-	-	(1,014,572)
Capital Improvements	6,293,123	-	(503,631)	5,789,492
Total Appropriations	\$ 71,108,660	\$ (78,413)	\$ 36,599	\$ 71,145,259

<u>OTHER FINANCING SOURCES</u>				
Debt Service	\$ 4,041,455	\$ -	\$ -	\$ 4,041,455
Transfers to Other Funds	1,951,926	B 84,804	708,059	2,659,985
	\$ 5,993,381	\$ 84,804	\$ 708,059	\$ 6,701,440
TOTAL APPROPRIATIONS	\$ 77,102,041	\$ 6,391	\$ 744,658	\$ 77,846,699

Section II: Estimated Revenues and Appropriations. **Public Transportation Fund**, of Ordinance 12-027, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL BUDGET	#6 Amended 2/11/13	Total Amendments	Amended Budget
<u>ESTIMATED REVENUES</u>				
Operating Grant	\$ 597,145	\$ -	\$ -	\$ 597,145
Capital Grant	593,997	B 763,237	763,237	1,357,234
Planning Grant	32,103	-	-	32,103
Residual ARRA Funding	-	-	145,797	145,797
State Maintenance Assistance Program	250,000	-	-	250,000
Other Revenue	277,006	-	-	277,006
Transfer from General Fund	-	B 84,804	84,804	84,804
Appropriated Fund Balance	490,498	-	-	490,498
TOTAL REVENUES	\$ 2,240,749	\$ -	\$ 848,041	\$ 3,234,587
<u>APPROPRIATIONS</u>				
PublicTransportation	\$ 2,240,749	B \$ 848,041	\$ 993,838	\$ 3,234,587
Total Expenditures	\$ 2,240,749	\$ 848,041	\$ 993,838	\$ 3,234,587
TOTAL APPROPRIATIONS	\$ 2,240,749	\$ 848,041	\$ 993,838	\$ 3,234,587

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

Section IV: This ordinance will become effective upon its adoption.

Adopted this 11th day of February, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk