



Agenda

Greenville City Council

March 4, 2013
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Mercer

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

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

VI. Consent Agenda

1. Minutes from a regular City Council meeting held on November 5, 2012
2. Resolution of intent to close portions of Seventh Street
3. Resolution abandoning an electric easement at 1049 Briley Road
4. Installation of North Carolina Eastern Municipal Power Agency's (NCEMPA) Generator Station at Greenville Utilities Commission's Winterville Substation Site

5. Sewer capital project budget ordinance amendment for Greenville Utilities Commission's Sanitary Sewer Outfall Rehabilitation Project, Phase III
6. Series resolution for refunding of Greenville Utilities Commission debt
7. Supplemental agreement with the North Carolina Department of Transportation on construction of sidewalk along Charles Boulevard from Red Banks Road to Hyde Drive
8. Contract award for the purchase of two transit buses
9. Extension of Uptown Greenville Contract for Services

VII. New Business

10. Presentations by Boards and Commissions
 - a. Affordable Housing Loan Committee
 - b. Youth Council
11. Consideration of returning to a more transparent budget process that equally involves all members of the Council and Mayor, as was used in years prior to 2012, and ending the practice of naming a Budget Subcommittee as was used in 2012

VIII. Review of March 7, 2013, City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

Title of Item: Minutes from a regular City Council meeting held on November 5, 2012

Explanation: **Abstract:** Review of proposed minutes from a regular City Council meeting held on November 5, 2012

Explanation: Proposed minutes from a regular City Council meeting held on November 5, 2012 are presented for review and approval

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

Recommendation: Review and approve proposed minutes from a regular City Council meeting held on November 5, 2012.

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Attachments / click to download

[Proposed_Minutes_of_November_5_2012_City_Council_Meeting_946445](#)



PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, NOVEMBER 5, 2012

A regular meeting of the Greenville City Council was held on Monday, November 5, 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. Mayor Pro-Tem Rose Glover 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

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

PUBLIC COMMENT

Mayor Thomas opened the public comment period at 6:05 pm and explained procedures to be followed by anyone who wished to speak.

Charles Pennington – 100 Hickory Street

Mr. Pennington stated Bradford Creek Golf Course is very dear to his heart and he feels golf offers a good lesson for young people. He held up a golf bag filled with clubs and stated the set he was holding was very economical to purchase. He said he paid \$3.00 for the bag and \$1.50 each for the clubs, except for one rather fancy one that cost \$3.50. He stated he is busy rounding up bags and clubs for kids to use at Bradford Creek and he wants to set up scholarships for them.



There being no one else present who wished to address the City Council, Mayor Thomas closed the public comment period at 6:07 pm.

CONSENT AGENDA

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

- **RESOLUTION TO DISSOLVE THE CABLE TELEVISION GOVERNMENT ACCESS CHANNEL AD HOC ADVISORY COMMITTEE** – (Resolution No. 053-12)
- **ACCEPTANCE OF EPA BROWNFIELD GRANT FUNDS**
- **CONTRACT AWARD TO CTC PUBLIC BENEFIT CORPORATION FOR BROWNFIELD GRANT MANAGEMENT**
- **CONTRACT AWARD TO NORTH STAR DESTINATION STRATEGIES TO CONDUCT A MARKETING AND BRANDING CAMPAIGN**
- **APPROVAL OF PURCHASE ORDER FOR TEN FORD INTERCEPTOR SEDANS AND ONE FORD INTERCEPTOR SUV**
- **REPORTS ON BIDS AWARDED**
- **RIGHT-OF-WAY ENCROACHMENT AGREEMENT WITH PCMH MANAGEMENT, INC., D/B/A VIDANT HEALTH, TO CONSTRUCT FIBER OPTIC COMMUNICATION LINES IN A PORTION OF THE PUBLIC RIGHTS-OF-WAY OF BEASLEY DRIVE AND ARLINGTON BOULEVARD**
- **SANITARY SEWER SERVICE REQUEST IN THE EXTRA-TERRITORIAL JURISDICTION (ETI) AT 128 DUKE ROAD**

Upon motion by Council Member Blackburn and second by Mayor Pro-Tem Glover, the City Council voted unanimously to approve the consent agenda.

NEW BUSINESS

- **PRESENTATIONS BY BOARDS AND COMMISSIONS**



- Firefighters Relief Fund Committee
Battalion Chief Brock Davenport, Committee Chairman, stated he was pleased to report that the Firefighters Relief Fund remains fiducially sound and continues to grow. During the past year, the fund earned \$13,879.66 in interest and paid out \$14,675.54 to retirees as part of their retirement benefits. The fund contributed \$6,500 toward scholarships and disbursed \$2,442 to members in need. He stated that all State reporting requirements have been met for the year.
- Public Transportation and Parking Commission
Chairperson Marsha Wyly thanked the members and supporters of the Public Transportation and Parking Commission for their hard work during the past year and recognized former Transit Manager Nancy Harrington on her recent induction into the North Carolina Transportation Hall of Fame. She stated that the purpose of the Commission is to investigate, review and study public transit and public parking needs throughout the City.

Ms. Wyly described fixed-route services offered by the eleven Greenville Area Transit (GREAT) buses, two of which are hybrids, and demand-responsive services provided by the five vans in the Pitt Area Transit System (PATS).

Ms. Wyly then discussed the Commission's influence on improvements to local taxi service, establishment of a bus connection to Amtrak's and their involvement in site selection and design for the Intermodal Transportation Center, or Greenville Transit Activity Center (GTAC) as it is currently known.

Ms. Wyly stated the Commission reviewed and endorsed recommendations contained in the Uptown District Public Parking Review and reviewed and endorsed a parking conversion on Reade Street between 4th and 5th Streets.

- **PRESENTATION OF THE RESULTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE ASSESSMENT OF RECREATION AND PARKS DEPARTMENT BUILDINGS**

Recreation and Parks Director Gary Fenton stated the City employed R. L. Mace Design Institute, represented by Richard Duncan and his team, to inspect designated buildings managed by the Recreation and Parks Department. The task was to determine which of the inspected facilities complied with the Americans With Disabilities (ADA) Act and which did not, including compliance with ADA Title II requirements and the Design Guidelines entitled "2010 ADA Standards for Accessible Design." Other than the Drew Steele Center, none of the Recreation and Parks Department buildings are currently in total compliance. The consultant has prepared an extensive final report listing specific deficiencies and estimated cost of bringing those deficiencies into compliance with the law. This assessment did not address parks. It was focused solely on buildings.



The buildings that were surveyed include:

- Eppes Recreation Center
- Greenville Aquatics and Fitness Center
- H. Boyd Lee Center, outdoor restroom and concession stand
- Jaycee Park Center
- River Park North Science and Nature Center
- South Greenville Recreation Center
- Sports Connection
- Elm Street Center
- Greenfield Terrace – Barnes-Ebron-Taft Community Building
- Guy Smith Stadium – prep field facilities (including restroom) and Little League Field
- The Community Pool Bathhouse
- River Birch Tennis Center
- The Teen Center
- The Town Common Ampitheater
- Bradford Creek Soccer Restrooms
- Bradford Creek Public Golf Course Clubhouse

Mr. Duncan stated, on a positive note, most of the City's facilities are fairly accessible.

Council Member Blackburn asked if City staff could do any of the needed work, thereby reducing costs.

Mr. Fenton stated some needed work could be performed by staff and would result in savings; however, he did not feel the impact would be substantial.

Mayor Thomas asked if there was a ticking clock on completing the work, or if the City just needed to have a reasonable plan in place to address needs.

Mr. Fenton stated that complaints could trigger a Department of Justice investigation and certainly they would want to see that a plan was in place.

Mayor Thomas asked if there were similar issues with other City facilities in addition to those maintained by the Recreation and Parks Department.

Interim Assistant City Manager Chris Padgett stated that, as a public entity, the City is obligated to meet ADA requirements city-wide. Because Recreation and Parks facilities are used more extensively by the public than other City facilities, they were given first priority.



- **REQUEST BY STEPHEN AND STACEY STOX TO PURCHASE CITY-OWNED PROPERTY**

Community Development Director Merrill Flood stated that Stephen and Stacey Stox have submitted a request to acquire 4,650 square feet of City-owned property adjacent to their home at 116 Wilshire Drive which is identified as Tax Parcel #37695 and is connected to the Teen Center Perkins Complex. Mr. and Mrs. Stox have indicated they would like to purchase the property to square off their property.

If the City Council authorizes the sale, Mr. Flood stated the fair market value of the property being requested for purchase must be established by the City Council by means of an appraisal. This would be accomplished by means of an appraisal report, which would be at the expense of Mr. and Mrs. Stox. Staff would provide a copy of the report to the City Council for the City Council to establish value. The property would then be advertised for sealed bids. Upon receipt of bids, the high bid would be reviewed by the City Council for consideration and authorization of sale.

Mayor Thomas asked what prompted the request.

Mr. Flood stated the Stox family has been maintaining the property for some time and they simply would like to extend their lot line. He stated he is not aware of any encroachment issues.

Council Member Joyner asked about park access.

Mr. Flood stated while there is likely sufficient space for a road, there is a blue line stream on the property which would likely render it unusable.

Council Member Mercer moved to table the matter, unless there was some cause for urgency, to allow for input from the Recreation and Parks Commission. Council Member Blackburn seconded the motion.

Council Member Mitchell asked if staff had any knowledge of the Recreation and Parks Commission's views on this matter.

Recreation and Parks Director Gary Fenton stated their only concern is in not setting a precedent wherein residents who maintain a tract of city-owned park land will have an expectation that the City is obligated to sell it to them upon request. He stated the question could be presented to them next week.

Council Member Smith asked if the Stox property was a home or a business.

Mr. Flood stated it was a residence.



Council Member Joyner asked if there wasn't a similar sale recently – one for Paramore Park – without input from the Recreation and Parks Commission. He said this is land the City isn't likely to use and he sees no point in delaying the matter when there was no delay in the Paramore Park sale.

Council Member Blackburn stated that request involved a considerably smaller tract of land.

On the motion to table the request to allow for input from the Recreation and Parks Commission, the vote was a 3-3 tie. Council Members Smith, Blackburn and Mercer voted in favor while Mayor Pro-Tem Glover and Council Members Joyner and Mitchell voted in opposition. Mayor Thomas voted against, and the motion failed.

Upon motion by Council Member Joyner and second by Mayor Pro-Tem Glover, the City Council voted 4-2 to authorize the sale of 4,650 square feet of City-owned property adjacent to 116 Wilshire Drive and to direct staff to begin the process by determining fair market value of the property through the completion of an appraisal report. Council Members Mercer and Blackburn cast the dissenting votes.

- **RESOLUTION SUPPORTING THE GREENVILLE/PITT COUNTY CIVIC ARTS COMMITTEE** – (Resolution No. 054-12)

Executive Director Holly Garriott, of the Pitt County Arts Council at Emerge, stated that a group of volunteers has been working for the past two years under the informal name of the Cultural Arts Planning Committee. They have met monthly to plan, discuss, debate and coalesce on a strategy to secure ongoing and transparent public and cultural arts funding, programming and public participation in the Greenville area. They worked with a consultant hired by the Pitt County Arts Council with grant funding from the North Carolina Arts Council and supplemented by funding from the City of Greenville to develop a report which included a series of strategies and actions intended to accomplish five primary goals:

- Increasing the visibility of the Arts
- Establishing functional and perceptual connections among arts organizations
- Creating economies of scale to benefit arts organizations
- Contributing to economic development and tourism
- Developing resources and support for artists and art organizations

Ms. Garriott stated the report has been presented to the Redevelopment Commission, the Pitt County Arts Council and the North Carolina Arts Council. Recommended actions within the report range from large-scale initiatives such as the development of policies and programs for acquisition and commissioning of



public art works to more quickly achievable actions such as recognition of the Civic Arts Committee by the City of Greenville and Pitt County governments.

Ms. Garriott stated no additional funding from the City is requested, but she asked that the City Council show its support of this initiative through adoption of a resolution endorsing the Civic Arts Commission as a subcommittee of the Pitt County Arts Council.

Council Member Mitchell stated he feels public art is very important. He asked if any City staff were involved in this initiative.

Economic Development Officer Carl Rees stated he attends the meetings, but the group is actually a group of volunteers who meet and work with the Arts Council.

Council Member Smith stated she has had citizens ask her what they must to do be included in local art.

Ms. Garriott stated anyone interested could contact her at the Arts Council.

Council Member Mitchell thanked the group for their hard work, which she feels makes a significant impact on local quality of life. She moved to adopt the resolution endorsing the Civic Arts Commission as a subcommittee of the Pitt County Arts Council. Council Member Mercer seconded the motion, which passed by unanimous vote.

- **AGREEMENT TO ACCEPT THE CONVEYANCE OF THE IMPERIAL TOBACCO PROPERTY TO THE CITY OF GREENVILLE AND AUTHORIZATION TO APPLY FOR AN EPA GRANT**

Economic Development Officer Carl Rees stated that in April 2008, several buildings and structures associated with the former Imperial Tobacco Company property located along Atlantic Avenue were severely damaged during a catastrophic fire. The largest building and a water tower on the property were subsequently demolished by property owner Earl Wilson due to the severe structural damage. Since that time, various City agencies have attempted to gain compliance from Mr. Wilson on a long list of code violations, including overgrown weeds, accumulation of debris, violations of the City's Non-residential Structure Code, occupation of the property by vagrants and violations of the North Carolina Fire Code as a result of two large fuel oil tanks on the site. To date, Mr. Wilson has claimed financial hardship as the reason he has been unable to abate the violations on his property. City staff has considered taking action to abate the violations on the property, but estimates indicate that the cost for such action may reach several hundred thousand dollars. Since a half dozen liens and judgments were also attached to the property, it appeared unlikely that the City could recover any of the funds expended on



abatement through the tax lien and foreclosure process that is often used in such cases.

In an effort to find a solution that would advance the City's desired goals of abatement as well as ultimate redevelopment of the site, Mr. Rees said that staff developed a plan to leverage funds from an Environmental Protection Agency (EPA) clean-up grant to clean up environmental contamination on the site and in the process, abate the majority of the code violations present on the site.

Mr. Rees stated a letter was sent to Earl Wilson in February 2012 which describes the process that the City created to accomplish the goal of clean-up and abatement. The key element to the plan is that in order to apply for the EPA clean-up grant, the property must be owned by the City of Greenville. Soon after receiving the letter, Mr. Wilson agreed to the process and began preliminary abatement activities at the Atlantic Avenue property as well as efforts to clear the liens and judgments that were attached to the property.

Mr. Rees reported that in mid-October, City staff learned from its contract attorneys that all liens and judgments had in fact been cleared and that the City could receive title insurance for the property. Staff then developed the agreement, the terms of which allow the four parcels to be deeded to the City by Mr. Wilson so that the City can pursue the EPA clean-up grant. If the City receives the grant, the City will clean up the property and then may elect to return the property to Mr. Wilson or make a payment to Mr. Wilson and keep the property. That payment would be based on appraised value for the property which has been established at \$1,000,033. If the City has cleaned up the property but elects to return the property to Mr. Wilson, the City will keep a small triangular tract as compensation for the 20% federal cost share that is required by the EPA grant. If the City is unable to secure an EPA clean-up grant by December 31, 2015, the property would be deeded back to Mr. Wilson, or alternatively, the City reserves the right to pay Mr. Wilson the predetermined price for the property and keep the four parcels.

Mr. Rees stated the EPA clean-up grant application is due to the EPA on or before November 19, 2012. The clean-up grant will include funding for removal of the large concrete slabs on the property and disposal of the debris, removal of two large fuel oil tanks that are located under the slab, removal of two above-ground petroleum tanks and removal of contaminated soil at various locations around the property. With authorization from City Council, City staff intends to work with Mr. Wilson to receive the property no later than November 15, 2012.

Mr. Rees stated the environmental clean-up of the property is expected to cost approximately \$451,605. Since the contamination on the property is located on at least two separate parcels, the City is eligible to apply for two separate clean-up grants of \$200,000 each. With the 20% local cost share, the total grant budget will



be \$480,000 and will include line items for personnel, contractual services, and a limited supply budget. Some of the 20% local cost share will be covered through in-kind services with the remainder of the \$80,000 coming from project funds that have been set aside previously for revitalization in the Bonners Lane/Imperial Tobacco property area.

Mr. Rees stated that the four parcels are located within the West Greenville Redevelopment Area and are also located immediately to the west of Greenville's Uptown Commercial District. Clean-up and reuse of this property is imperative if the West Greenville neighborhoods are to continue to improve and for the continued revitalization of Uptown Greenville.

Mr. Rees recommended approval of the agreement accepting the conveyance of Tax Parcels 34561, 11698, 16548, and 22175 from Earl Wilson as well as authorization for application to the EPA for a clean-up grant are in keeping with the goals of the adopted West Greenville Redevelopment Plan.

Mayor Thomas asked how pricing was determined and if approval tonight obligates the City to future purchase of the property.

Mr. Rees stated the property was appraised two weeks ago by a North Carolina certified appraiser using the sales comparison approach looking at recent property sales in the general area and comparing those to this property in its current condition. He stated the City will have the option to purchase the property in the future, but is under no obligation to do so.

Following a lengthy discussion about desires for a second appraisal, potential outcomes of further negotiations with the property owner and other means of acquiring the property, such as foreclosure for the owner's failure to abate a variety of nuisance issues, Council Member Mitchell moved to approve the agreement accepting the conveyance of Tax Parcels 34561, 11698, 16548, and 22175 from Earl Wilson and to authorize application to the EPA for a clean-up grant in keeping with the goals of the adopted West Greenville Redevelopment Plan. Council Member Joyner seconded the motion.

Council Member Mercer stated there is no question this property needs to be cleaned up but he wishes there was a way to recoup more of the City's investment. He moved that the matter be tabled for review the following evening by the Redevelopment Commission, followed by City Council action at the November 8, 2012 meeting. Council Member Blackburn seconded the motion.

Mayor Pro-Tem Glover asked the City Attorney if it was legal for the City to buy the property, clean it up with EPA funding and then return it to the owner.



Mr. Holec stated it is a legal procedure. The requirement for the EPA grant is that the City owns the property when the application is made, and that the City retains ownership until after grant closeout. As far as liability issues are concerned, the City's responsibility is to clean up the property to the extent funded by the EPA grant. The testing that has been done has been sufficient to identify needs. Brownfield Liability Protection would only leave the City responsible for issues that occurred during City ownership.

The motion to table the matter for input from the Redevelopment Commission and vote by the City Council on November 8, 2012 failed by a vote of 2 to 4, with Council Members Mercer and Blackburn casting the only affirmative votes.

The motion to approve the agreement accepting the conveyance of Tax Parcels 34561, 11698, 16548, and 22175 from Earl Wilson and to authorize application to the EPA for a clean-up grant in keeping with the goals of the adopted West Greenville Redevelopment Plan was then approved by unanimous vote.

- **REPORTS ON STANDARDS FOR CONVENIENCE STORES AND TOBACCO SHOPS**

Interim Assistant City Manager Chris Padgett stated that, over the past several years, a number of new establishments have opened within the community that specialized in retail sales of tobacco-related products. The City Zoning Ordinance does not recognize or define this specific land use, unofficially referred to as a "tobacco shop". Some of these establishments sell many of the same types of products traditionally found in a convenience store, but simply devote a larger portion of their stock to tobacco products than do convenience stores. Others sell tobacco products, tobacco smoking apparatus (water pipes, hookah pipes, bowls, water bongs, and similar products), and a range of retail items, many of which are not typically associated with a convenience store. All tobacco shops were either categorized as Convenience stores or as Miscellaneous retail sales, a land use classification that was permitted by-right in the MCG, MCH, CD, CDF, CG and CH districts, until August 2011. The City then began categorizing the more intensive tobacco shops (i.e. the establishments that are not similar to convenience stores) as Other activities, retail sales not otherwise listed, a land use classification that is permitted with a special use permit in the CD, CDF, CG and CH districts. Since applying this new land use category, only one new facility has been opened after receiving a special use permit, and that facility has since closed.

Mr. Padgett stated staff surveyed 6 other North Carolina communities and found that Concord has 6 similar establishments, Rocky Mount has 5, Jacksonville has 15-20, Wilmington has 12, Wilson has 15 and only Hickory had none. None of these cities have a unique land use classification, definition or specific standard for tobacco shops and all allow them as "retail sales" or "services not otherwise listed".



Mr. Padgett recognized that, due to the number of tobacco shops established in recent years and the negative perception that exists related to these facilities, the City Council may have an interest in pursuing some form of amortization for these land uses. He recommended, however, that the amortization issue not be addressed until standards for these land uses have been developed and adopted.

Mr. Padgett then reviewed the following proposed standards:

CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

Potential Standards

- Utilize five land use categories.

Convenience Store	Tobacco Shop (Class 2)
Convenience Store with Fuel Sales	Hookah Lounge
Tobacco Shop (Class 1)	
- No change in the how convenience stores (with or without fuel sales) are regulated except that "fresh vegetables and produce" would be permitted.

CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

Potential Standards

Tobacco Shop (Class 1)

- Definition to include establishments that, as a substantial portion of the use, entail the retail sales of tobacco products including, but not limited to, cigarettes, cigars, chewing tobacco, shisha, unformed or loose tobacco, and similar products.
- A "substantial portion of the use" is established if:
 - At least 20% of the establishment's floor area is used for the display and / or stocking of tobacco products; or
 - At least 40% of the establishment's signage that is visible from public rights-of-way advertises tobacco products.

CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

Potential Standards

Tobacco Shop (Class 1)

Proposed to be permitted with a special use permit in the CH, CG, MCH, CD, and CDF districts subject to the following separation standards:

- 1/4 mile from an existing or approved tobacco shop (class 1);
- 500 feet from conforming use single family dwelling or single family residential zoning district;
- 500 feet from an existing or approved school, church, park, or multi-family use; and
- Not permitted within any certified redevelopment area (i.e. West Greenville, Center City, 45-Block).

CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

Potential Standards

Tobacco Shop (Class 2)

Definition to include establishments that entail the retail sales of any of the following tobacco smoking apparatus: water pipes, hookah pipes, bowls, water bongos, or similar products.

Proposed to be permitted with a special use permit in the CH and CG districts subject to the following separation standards:

- 1/4 mile from an existing or approved tobacco shop (class 1 or 2);
- 500 feet from conforming use single family dwelling or single family residential zoning district;
- 500 feet from an existing or approved school, church, park, or multi-family use; and
- Not permitted within any certified redevelopment area.



Potential Standards
Hookah Lounge

Definition to include establishments that, as a primary or accessory use, provides for on-site consumption of shisha or similar flavored tobacco products.

Proposed to be permitted with a special use permit in the CH, CG, CD and CDF districts subject to the following separation standards:

- ¼ mile from an existing or approved hookah lounge.

Mr. Padgett stated the next steps would be to:

- Get input from the City Council on the proposed approach /standards
- Have City Council initiate a text amendment, but provide staff with the ability to modify the standards based upon the findings of a second round of inspections
- Have staff conduct inspections and finalize recommended text amendment
- Present the proposed text amendment to the Planning and Zoning Commission;
- Present the proposed text amendment to the City Council and conduct a public hearing
- Present options for amortization (if desired)

Mayor Thomas observed that tobacco is a legal product, so the real target is some of the more questionable paraphernalia sold by some of these establishments.

Council Member Blackburn stated this is a community issue where it has been said that these stores are a concern. Within that context, it is important that the City Council listen to these concerns. Tobacco is as addictive as heroin. These stores, and what they do, are a concern. She stated she likes the idea of classifying by levels and asked if existing shops would be grandfathered if the City Council chooses not to amortize.

Mr. Padgett stated existing shops would be grandfathered if there was no decision to amortize.

Council Member Joyner stated he does not feel cigar shops should be included in this legislation, adding that he will not be the morality police for any store pursuing legal activities.



Council Member Mitchell moved to initiate the proposed text amendment, subject to staff modification based upon the findings of a second round of inspections. Mayor Pro-Tem Glover seconded the motion.

Council Member Blackburn asked whether the matter would come back to the City Council for further consideration prior to being referred to the Planning and Zoning Commission.

Mr. Padgett stated if the current motion is approved, it would not.

Council Member Joyner expressed a preference to review the new proposed text amendment before it is sent to the Planning and Zoning Commission.

Council Member Blackburn asked if the revised proposed text amendment would include amortization provisions, and if amortization would prohibit the sale of water pipes, hookah pipes, bowls and bongs. She stated that while some of the items sold in these shops were distasteful to her personally, she did not want to ban them as long as they are legal.

City Attorney Dave Holec stated amortization would not impact the items sold. Under amortization, once standards are established, any business not in compliance would be given a certain amount of time in which to recoup their investment and shut down or to comply with applicable standards.

Following some additional general discussion, the City Council voted unanimously to approve the motion to initiate the proposed text amendment, subject to staff modification based upon the findings of a second round of inspections.

- **2013 SCHEDULE OF CITY COUNCIL MEETINGS**

City Clerk Carol Barwick presented the proposed schedule of City Council meetings for 2013, noting potential conflicts.

Following a discussion by Council Members of desired adjustments, Council Member Mercer moved to table the matter to November 8, 2012 so the City Clerk could provide a revised schedule based on the discussion of desired amendments. Council Member Joyner seconded the motion, which passed by unanimous vote.

- **FISCAL YEAR 2013-2014 BUDGET SCHEDULE**

Foregoing staff presentation on this item, Council Member Joyner moved to approve the FY 2013-2014 budget schedule. Council Member Blackburn seconded the motion, which passed by unanimous vote.



- **BUDGET ORDINANCE AMENDMENT #3 TO THE 2012-2013 CITY OF GREENVILLE BUDGET (ORDINANCE #12-027), AMENDMENT TO THE SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003), AND ORDINANCE ESTABLISHING THE GUARANTEED ENERGY SAVINGS EQUIPMENT PROJECT FUND** – (Ordinance No. 12-047, Ordinance No. 12-048)

Foregoing staff presentation on this item, Council Member Mitchell moved to adopt budget ordinance amendment #3 to the 2012-2013 City of Greenville budget (ordinance #12-027), amendment to the special revenue grant fund (ordinance #11-003), and ordinance establishing the guaranteed energy savings equipment project fund. Council Member Joyner seconded the motion.

Council Member Blackburn asked about funding to paint the Dickinson Avenue bridge.

Financial Services Director Bernita Demery stated this was a budgeted project for which costs exceeded the amount estimated and budgeted. This project involves abatement of a lead paint hazard.

There being no further discussion, the motion to adopt these ordinances was approved by unanimous vote.

REVIEW OF NOVEMBER 8, 2012 CITY COUNCIL AGENDA

The City Council did a cursory review of the November 8, 2012 City Council agenda and reviewed nominations for appointments to Boards and Commissions.

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 distributed a flyer related to the Annual Recreation and Parks Conference, hosted by Greenville's Recreation and Parks Department, which will be held in Greenville over the coming weekend.



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 10:10 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

Title of Item: Resolution of intent to close portions of Seventh Street

Explanation: **Abstract:** The City has received a request to close portions of Seventh Street for the design phase of redevelopment to property at this location. The street sections to be closed are located between Evans Street and Cotanche Street. Upon approval, the City will no longer receive Powell Bill funds for the maintenance of these street sections.

Explanation: The City received a petition from Income Investments, LLC, Georgetown Apartments of Greenville, LLC, and Ward Holdings, LLC, requesting the closure of two (2) sections of Seventh Street. The street sections are located between Evans Street and Cotanche Street.

The petitioners are in the design phase of redevelopment to their properties adjoining and located south of Reade Circle, west of Cotanche Street, north of Eight Street and east of Evans Street. Their properties, along with the proposed street sections to be closed, will be combined into single ownership. All of the utilities and existing buildings and improvements will be removed.

The petition has been reviewed by City Staff and Greenville Utilities Commission. No adverse comments were received.

Appropriate staff of the City and Greenville Utilities has reviewed the proposed closing and no objections or adverse comments were provided.

Fiscal Note: Upon adoption by City Council of a Resolution to Close the street, budgeted funds for the maintenance of these street sections will no longer be required. The City will no longer receive Powell Bill funds for these sections of Seventh Street.

Recommendation: Adopt the Resolution of Intent to Close the requested portions of Seventh Street lying between Evans Street and Cotanche Street.

The Planning and Zoning Commission voted 7 - 1 to approve this request at their January 15, 2013 meeting.

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

Attachments / click to download

- [Map](#)
 - [CC_Agenda_3_4_13_Intent_to_Close_portion_of_Seventh_Street_948516](#)
 - [Excerpt_P_Z_minutes_Closing_Seventh_Street_948658](#)
-

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE PORTIONS OF SEVENTH STREET

WHEREAS, the City Council intends to close said street, in accordance with the provisions of G.S. 160A-299;

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

To Wit: Being a portion of the 100 block of E. Seventh as shown on the plat entitled, "Street Closing Acquisition Map for a Portion of Seventh Street", prepared by Rivers and Associates, Inc., Dated December 12, 2012.

Location: All that certain strip or tract of land known as Seventh Street lying and being situated in the City of Greenville, Greenville Township, Pitt County, North Carolina between Evans Street and Cotanche Street and being described by metes and bounds as follows:

TRACT 1: SEVENTH STREET:

BEGINNING at a point where the eastern right of way line of Evans Street intersects with the northern right of way line of Seventh Street, said point being a common corner with the Income Investments, LLC property described in Deed Book 2410, page 500, thence leaving Evans Street and with the northern right of way line of Seventh Street, same being the southern line of the Income Investments, LLC property $S78^{\circ}53'27''E$ 274.77 feet to a point in said right of way, said point being the eastern terminus of Seventh Street in the western line of the Georgetowne Apartments, LLC property, described in Deed Book 2797, page 49, thence with the eastern terminus line of Seventh Street a common line with Georgetowne Apartments, LLC $S11^{\circ}15'02''W$ 17.77 feet to a point in the southern right of way line of Seventh Street, said point being a corner with the Ward Holdings, LLC property described in Deed Book 2955, page 206, thence with the southern right of way line of Seventh Street, same being the northern line of the Ward Holdings, LLC property $N78^{\circ}53'27''W$ 274.67 feet to a point in the eastern right of way line of Evans Street, a corner with the Ward Holdings, LLC property, thence leaving the Ward Holdings, LLC property and with the Evans Street right of way extended $N10^{\circ}54'33''E$ 17.77 feet to the POINT OF BEGINNING containing 4,882 square feet more or less and being all of TRACT 1 shown on Rivers and Associates, Inc. Drawing Z-2567, Dated December 12, 2012 entitled "Street Closing Acquisition Map for a Portion of Seventh Street", which by reference is made a part hereof.

TRACT 2: SEVENTH STREET:

BEGINNING at a point where the western right of way line of Cotanche Street intersects with the now or former southern right of way line of Seventh Street, said point being a common corner with the Ward Holdings, LLC property described in Deed Book 1051, page 826, thence leaving Cotanche Street and with the now or former southern right of way line of Seventh Street, same being the northern line of the Ward Holdings, LLC property $N79^{\circ}15'19''W$ 50.86 feet to a point in said line, said point being the western terminus of the now or former Seventh Street, a common corner between the Ward Holdings, LLC property and the Georgetowne Apartments, LLC property described in Deed Book 2797, page 49, thence with the western terminus of Seventh Street in the eastern line of the Georgetowne Apartments, LLC, $N09^{\circ}08'23''E$ 9.97 feet to a point in said line, a corner with the Georgetowne Apartments, LLC property, said point further being a point in the former center line of Seventh Street, a common corner with the Georgetowne Apartments, LLC property, thence with the former centerline of Seventh Street, a common line with the Georgetowne Apartments, LLC property,

S78°31'15"E 55.85 feet to the now or former western right of way line of Cotanche Street, thence with a new line S37°42'47"W 10.38 feet to the POINT OF BEGINNING containing 513 square feet more or less and being all of TRACT 2 shown on Rivers and Associates, Inc. Drawing Z-2567 entitled "Street Closing Acquisition Map for a Portion of Seventh Street, which by reference is made a part hereof.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 11th day of April, 2013 at 7:00 p.m., to consider the advisability of closing portions of the aforesaid street. At such public hearing, all objections and suggestions will be duly considered.

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

Duly adopted this the 4th day of March, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Excerpt from the DRAFT Planning & Zoning Commission Meeting Minutes (1/15/13)

REQUEST TO CLOSE TWO PORTIONS OF SEVENTH STREET BETWEEN EVANS STREET AND COTANCHE STREET-APPROVED

Mr. Tim Corley, City Engineer, delineated the property. The area on Seventh Street is the existing right-of-way from Evans East and a small right-of-way on the Cotanche side. The City received a petition from Income Investments, LLC, Georgetown Apartments of Greenville, LLC and Ward Holdings, LLC. The petitioners are the adjoining property owners. There will be no cost to the city for the closing of the street. Budgeted funds for the maintenance of this street section will no longer be required. The city will no longer receive Powell Bill funds for these sections of Seventh Street. Staff has no objection to the request and recommend approval.

Mr. Weitz asked if the city is abandoning the title.

Mr. Corley stated the request is a street closing and abandonment of the existing right-of-way because the street is a part of the right-of-way it will no longer be a part of the city's street system.

Mr. Weitz asked if pedestrian access would need to be preserved.

Mr. Corley stated that the right-of-way does not extend all the way through the property so there is no need for pedestrian access. The utilities in the area as a result of the street closing will be abandoned as a part of the redevelopment of the property.

Mr. Parker asked if the two sections of Seventh Street dead ends.

Mr. Corley stated yes. There is a private owned parking lot between the two ends.

Mr. Weitz asked the Planning Staff if the Comprehensive Plan was considered during this decision and if the closing was based on a public purpose or the request of a private property owner.

Mr. Merrill Flood, Community Development Director, stated that the decision is consistent with the Horizon's plan because the street is a dead end stub and does not have access to the other side.

Mr. Parker asked if another process would be taken if connectivity was available.

Mr. Flood stated that the City looks for ways to have interconnectivity and to implement sidewalks.

Mr. Parker asked if private property was between the two stubs

Mr. Flood stated correct.

Doc #948658

Attorney Dave Holec stated that the street closing process is a statutory process that is referred to as street closing in the statutes. The street closing does amount to an abandonment of the right-of-way. The city's authority is to retain any utility easement or improvement that is located in the right-of-way. The city does not have any authority to retain a pedestrian easement. He then stated the procedures to fulfill the request.

Chairman Bell asked if a public hearing was needed for the street closing.

Attorney Holec stated yes.

Chairman Bell opened the public hearing.

Durk Tyson, representative of River and Associates and Income Investments, spoke in favor of the request. He stated that the requested portion of Seventh Street does not extend to Cotanche St. Once the right-of-way is abandoned by the city, the property will revert to the two adjoining owners. The applicant is working with the utility companies to either abandon or relocate the existing lines.

No one spoke in opposition of the request.

Chairman Bell closed the public hearing and opened for board discussion.

Ms Bellis asked is there common ownership on both sides of the street.

Mr. Tyson stated that Ward Holdings own the Ham's property and Incoming Investments own the former Taff Office building.

Ms Bellis asked were the two companies related.

Mr. Tyson stated no and that both parties signed the petition to close the street.

Mr. Weitz stated that he did not see the public benefit for closing and abandoning the street. He stated that the city is giving valuable property away to private property owners. He stated that the decision to close the street is short sighted and that there could be some future public use for the area.

Dr. Burton agreed with Mr. Weitz in that the closing will not benefit the greater good of the city.

Mr. Smith stated that the city will benefit once the whole project is complete.

Mr. Schrade agreed with Mr. Smith in that the area needs to be developed. The area has been in its current state for a long time. Keeping the street in its current state is not benefitting the city but rather costing the city money to maintain them.

Mr. Parker stated that any road closing has to examine the pros and cons. The project affiliated with the current request is solid and good and the commission should allow the project to be developed.

Mr. Schrade stated the decision would be different if the street connected Evans and Cotanche.

Ms Basnight asked would the city have to pay the landowner if it wanted an easement.

Attorney Holec stated when subdivisions plats are involved the city does not have to pay and has to make the public improvements.

Chairman Bell asked if the developer had to pay.

Attorney Holec stated the developer would have to pay for the construction of the street.

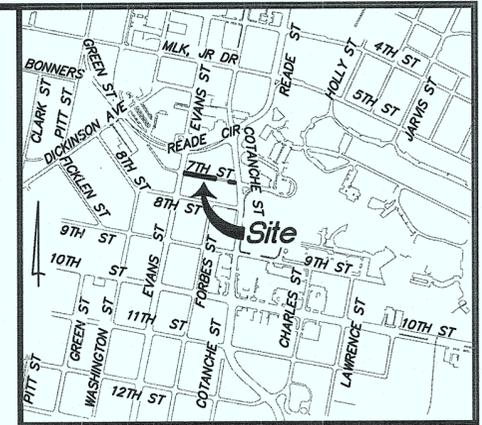
Mr. Parker asked is there a fair market value for abandoned property.

Motion made by Mr. Smith, seconded by Mr. Schrade, to approve the closing of the streets. Those voting in favor: Smith, Schrade, Bellis, Maxwell, Parker, Basnight and Rich. Those voting in opposition: Weitz. Motion passed.

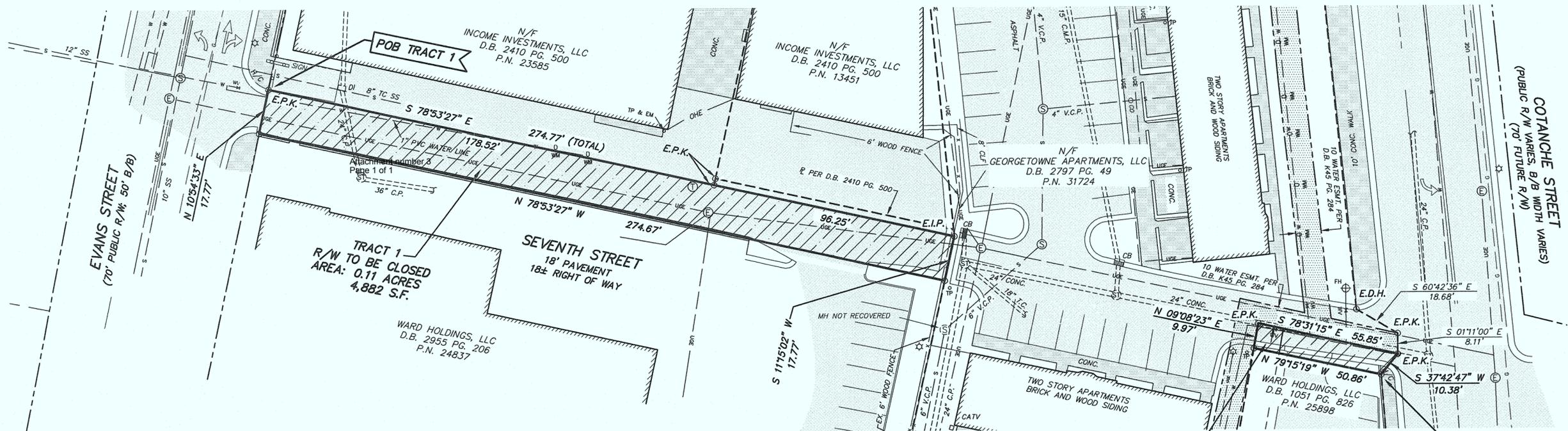
NORTH (D.B. K 44 PG. 112 1976)

NOTES:

- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS, IN FEET.
- AREA DETERMINED BY COORDINATES.
- PROPERTY SUBJECT TO ANY EASEMENTS, RESTRICTIVE COVENANTS, OR RIGHTS OF WAY WHICH MAY BE OF RECORD. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT OR RESEARCH.
- THE LIMITS OF THIS SURVEY ARE NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, PROPERTY IS LOCATED IN A "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON FIRM MAP NUMBER 3720468800J PANEL 4688 J ,EFFECTIVE JANUARY 2, 2004.
- THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES).
- INCOME INVESTMENTS, LLC, WARD HOLDINGS, LLC AND GEORGETOWNE APARTMENTS, LLC PROPERTY TO BE COMBINED INTO SINGLE OWNERSHIP, ALL UTILITIES SERVING THESE PARCELS TO BE ABANDONED, ALL EXISTING BUILDINGS AND IMPROVEMENTS TO BE REMOVED.

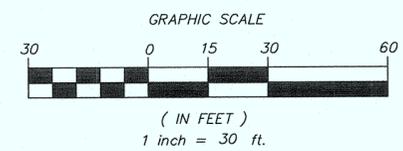


VICINITY MAP
SCALE: 1" = 1000'



LEGEND

○ TP	TELEPHONE PEDESTAL	⊕	ELECTRIC MANHOLE	Ⓣ	TELEPHONE MANHOLE	▨	EXISTING WATER EASEMENT
☆	LIGHT POLE	R/W	RIGHT OF WAY	E.D.H.	EXISTING DRILL HOLE		
⊙	SANITARY SEWER MANHOLE	B/B	BACK TO BACK	MH	MANHOLE		
WM	WATER METER	H/C	HANDICAP	N/F	NOW OR FORMERLY		
WV	WATER VALVE	CO	CLEAN OUT	P.N.	PARCEL NUMBER		
⊠	CATCH BASIN	CONC.	CONC.	M.B.	MAP BOOK		
⊠	STORM DRAINAGE MANHOLE	C.P.	CONCRETE PIPE	PG.	PAGE		
⊠	SIGN	FH	FIRE HYDRANT	D.B.	DEED BOOK		
⊠	MONITORING WELL	====	STORM DRAINAGE LINES	CLF	CHAIN LINK FENCE		
⊠	UTILITY POLE	—s—s—	SANITARY SEWER MAIN	EX.	EXISTING		
⊠	LIGHT POLE / UTILITY POLE	—OHT—	OVERHEAD TELEPHONE		ASPHALT		
—W—	WATER LINE	—G—	UNDER GROUND GAS/SERVICE		CONCRETE		
—UGE—	UNDERGROUND ELECTRIC	E.I.P.	EXISTING IRON PIPE				
—OHE—	OVERHEAD ELECTRIC	E.P.K.	EXISTING PK NAIL				



REFERENCES

- D.B. 2410 PG. 500
- D.B. 2797 PG. 49
- D.B. 1051 PG. 826
- D.B. M 46 PG. 393
- D.B. K 44 PG. 112
- D.B. K 45 PG. 284
- D.B. G 45 PG. 139
- D.B. R 44 PG. 415
- D.B. Y 41 PG. 516
- M.B. 24 PG. 40 (SEVENTH ST. CLOSING)
- M.B. 14 PG. 59
- ESTATE FILE 99 PG. 353
- GEORGETOWNE APARTMENTS AS-BUILTS RA DRAWING 2752
- P.N. 28624
- P.N. 23585
- P.N. 13451
- P.N. 31724
- RIVERS DWG NO. E-286

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

REVIEW OFFICER _____
DATE _____

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY JEW ON 11/9/08 -11/30/08 AND UPDATED BY WG ON 10/24/09 -10/30/09; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (11) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 12TH DAY OF DECEMBER, 2012.

PROFESSIONAL LAND SURVEYOR _____
LICENSE NUMBER L-4262

NORTH CAROLINA
PROFESSIONAL
LAND SURVEYOR
SEAL
L-4262
PATRICK W. HARTMAN
DATE 12/12/12

Rivers & Associates, Inc.
107 East Second Street
Greenville, NC 27858 (252) 752-4135

6131 Falls of Neuse Road, Suite 300
Raleigh, NC 27609 (919) 848-3347

MAYOR'S CERTIFICATE

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

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

**STREET CLOSING ACQUISITION MAP FOR
A PORTION OF SEVENTH STREET**

CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

DESIGN FDT CHECK PWH
DRAFT KP/PH
DATE 12/12/12

SCALE 1" = 30'
DRAWING NO. Z-2567
SHEET 1 OF 1



City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

Title of Item: Resolution abandoning an electric easement at 1049 Briley Road

Explanation: Abstract: Greenville Utilities Commission seeks to abandon an existing electric easement on property located on Briley Road.

Explanation: Greenville Utilities Commission has received a request to abandon an existing easement at the Enes Hathaway property located on Briley Road. This easement is in conflict with a new manufactured home to be located on the Hathaway property, and the owner will provide the necessary new easement for the relocation of electric facilities. Existing electric facilities will be relocated at the customer's expense. The original Grant of Electrical Easement, Book 1638 at page 349, was provided by the property owner on initial service to the site at no cost to GUC or the City of Greenville.

At the February board meeting, the GUC Board of Commissioners adopted a resolution for the abandonment of a previous Grant of Electrical Easement and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached Resolution and Deed of Release for the abandonment of a previous Grant of Electrical Easement located at 1049 Briley Road

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

Attachments / click to download

 [Resolution](#)

 [Deed of Release](#)

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA,
ABANDONING AN EXISTING GRANT OF ELECTRICAL EASEMENT
DATED OCTOBER 15, 2003, APPEARING OF RECORD IN BOOK 1638 AT PAGE 349,
ET SEQ., PITT COUNTY PUBLIC REGISTRY,
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained an easement for overhead electrical transmission lines across property of Enes Hathaway, by Grant of Electrical Easement dated October 15, 2003, which said Grant of Electrical Easement appears of record in Book 1638 at Pages 349 – 353, Pitt County Public Registry; and

WHEREAS, such 30' wide Electrical Easement for overhead electric transmission lines is no longer needed by the Commission; and

WHEREAS, the Commission anticipates no use now or in the future for such Electrical Easement; and

WHEREAS, the Commission desires to abandon such easement, a copy of which Grant of Electrical Easement is marked Exhibit "A" and is attached hereto and made a part hereof and to which reference is hereby made for a more particular and accurate description of the electrical easement to be abandoned; and

WHEREAS, the current owner of such property has requested the City of Greenville, North Carolina, and the Commission to abandon such Grant of Electrical Easement; and

WHEREAS, the Commission has requested the City of Greenville, North Carolina, acknowledge such abandonment and release same; and

WHEREAS, the Commission deems such abandonment to be reasonable and in the best interest of the Commission and all parties and it is requested that the City of Greenville, North Carolina, acknowledge such abandonment and release of such Grant of Electrical Easement as described herein as to be abandoned by the execution of a Deed of Release to the current owner of such property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session in the Council Chambers of the Municipal Building of the City of Greenville, North Carolina, on the ____ day of _____, 2013, as follows:

1. That the City Council of the City of Greenville, North Carolina, does hereby abandon the Grant of Electrical Easement dated October 15, 2003, which appears of record in Book 1638 at Pages 349 – 353, Pitt County Public Registry, from Enes Hathaway, a copy of which is marked Exhibit "A" and is attached hereto and made a part hereof, to which reference

is hereby made for a more particular and accurate description of the Electrical Easement to be abandoned.

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

Attachment number 1
Page 2 of 8

Adopted this the ____ day of _____, 2013.

CITY OF GREENVILLE, NORTH CAROLINA

By _____
ALLEN M. THOMAS, MAYOR

(SEAL)

ATTEST:

CAROL BARWICK, CITY CLERK

FILED
JUDY J. TART
REGISTER OF DEEDS

2003 DEC 10 AM 10:14

PITT COUNTY, N.C.

Mail to: Greenville Utilities
P.O. Box 1847
Greenville NC 27835

Attachment number 1
GRANT OF ELECTRICAL EASEMENT

DATE October 15, 2003

KNOW ALL MEN BY THESE PRESENTS, that the undersigned "GRANTOR" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to it in hand paid by GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, hereinafter referred to as the "COMMISSION", the receipt of which is hereby acknowledged, does hereby grant the City of Greenville, a body politic and corporate in Pitt County, North Carolina, for use of the "COMMISSION", its licensees, successors and assigns, the right, privilege and easement to go in, through, under, and upon lands of the GRANTOR located in Belvoir Township, Pitt County, North Carolina, and

being a small part of that certain tract of land lying south of SR #1415 (Briley Road) & west of the Barnes & Rowland property.

(Reference is hereby made to Deed Book 697, at Page 288, in the Office of the Register of Deeds of Pitt County, North Carolina) and to construct, install, operate and maintain in a manner suitable to the Commission upon, across, under and through said premises within a right of way strip of the width, location and approximate length hereinafter defined, one or more lines for the transmission of electricity—each line consisting of conductors composing one or more electric circuits and supported by a separate line of structures composed of wood, metal, concrete or other durable material, and any necessary guy wires and fixtures for the transmission of electricity for the public use with the right to do all things necessary or convenient thereto, including the following:

- (a) the right of officers, agents, and workmen of the Commission and its contractors to go to and from said right of way strip at all times over the above described land by such route or routes as shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said lines for the purpose aforesaid;
- (b) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Commission desires such fences may be opened and reclosed or temporarily removed and replaced, or Commission may provide suitable gates therein) and all trees, undergrowth, stumps, and roots, and to use (1) chemicals which are not injurious to human beings, domestic animals, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;
- (c) the right to trim, cut down or remove at any time, and from time to time, in the Commission's discretion any tree or vegetation or tree limb or other part thereof standing outside the right of way strip when such vegetation, limb or part thereof protrudes or is likely to protrude into said right of way strip and, in the discretion of the Commission, constitutes a danger or potential danger or hazard to the said electric transmission facilities. Provided, however, that pruning or trimming of trees or vegetation outside the area of the easement shall be done only to the extent necessary, in the discretion of the Commission, to remove potential danger or hazard in the construction, maintenance and operation of the said electric transmission lines across the said premises. Provided further, however, that the Commission hereby agrees to give Grantor at least thirty (30) days notice in writing of its intention to cut, prune or trim trees or vegetation so that Grantor may have an opportunity to remove or trim or prune said trees or vegetation if Grantor elects to do so. Following the expiration of such notice and in the event Grantor does not cut, prune or trim the said trees or vegetation to the

satisfaction of the Commission, the Commission shall thereupon have the right to cut down, prune or trim any such trees of vegetation through the authority of this provision of the easement granted herein;

- (d) the right to erect and maintain structures for the support of said lines in the form of poles, towers, or other forms suitable to the Commission, with the right to intermingle and interchange the one with the other, and to alter, substitute for, and add other structures for the support of said lines from time to time as Commission may deem advisable; and
- (e) the right to install, operate, and maintain thereon wires or other equipment for transmitting communications and facilities appurtenant thereto, for use in conducting the Commission's business.

Attachment number 1
Page 4 of 8

The easement varies in width from 20' to 30' and has its beginning in the southern right-of-way of SR #1415 (Briley Road) just west of and adjoins the Barnes/Rowland western property line, and runs in a south western direction 734' more or less. The easement is further identified on the map attached hereto and made a part of this agreement.

The structures, wires and appurtenant facilities installed by the Commission shall be and remain the property of the Commission and may be removed by it at any time and from time to time. The Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

Grantor reserves the right to use the lands in and over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights or with the National Electrical Safety Code, except that Grantor agrees that (1) the clearance between any conductor of the transmission lines and the surface of the ground shall not be reduced by grading or by the removal of sand, soil or any other work, and the outside limit of any cut or fill shall be more than thirty feet (30') from said structures and guy wires, except with the express written permission of the Commission; (2) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said utility facilities shall be placed on said strip without the express written permission of the Commission; and (3) the Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

The Commission agrees that it will repair, rebuild, replace or pay the actual damages to fences, as is mutually agreed upon by the Commission and the Grantor, and to pay the actual damages to annual crops both inside and outside said right of way strip on the above described land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from said right of way strip, and will repair any extraordinary damage to any bridge or to any road due to heavy hauling to and from the said right of way strip if claim is made within a period of thirty (30) days after such damages are sustained by Grantor.

Any notice to be given by one party to the other party hereunder may be delivered or deposited postage prepaid addressed to the following:

GRANTOR: NAME: Mrs. Enes Hathaway
 ADDRESS: 1094 Briley Rd.
 CITY/STATE/ZIP CODE: GREENVILLE N.C. 27834

COMMISSION: Greenville Utilities Commission
 P. O. Box 1847
 200 Martin Luther King Jr. Drive
 Greenville, North Carolina 27835-1847

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto the Commission, its licensees, successors and assigns, forever.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, licensees, successors and assigns, covenants to and with the Commission, its licensees, successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights, easements and privileges herein described; that the same is free and clear from any and all encumbrances not satisfactory to the Commission; that the Commission shall have quiet and peaceful possession, use and enjoyment of the aforescribed easement of right of way, rights and

privileges; that the Grantor shall execute such further assurances thereof as may be reasonably required by the Commission; and Grantor will forever warrant and defend the title to the said easement of right of way, rights and privileges against the lawful claims of all persons whomsoever.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, the Grantor has adopted the word "SEAL" as his seal and has hereunto set his hand and seal, or if Grantor be a corporation, Grantor has caused these presents to be signed in its corporate name by its corporate officers, duly attested and its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

Attachment number 1
Page 5 of 8

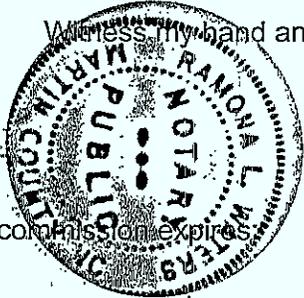
Enes Hathaway (SEAL)
ENES HATHAWAY

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, Ramona L. Waters, a Notary Public of the aforesaid County and State, hereby certify that Enos Hathaway personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 15 day of October, 2003.



Ramona L. Waters
NOTARY PUBLIC

Attachment number 1
Page 6 of 8

My commission expires

6-23-2004

STATE OF NORTH CAROLINA

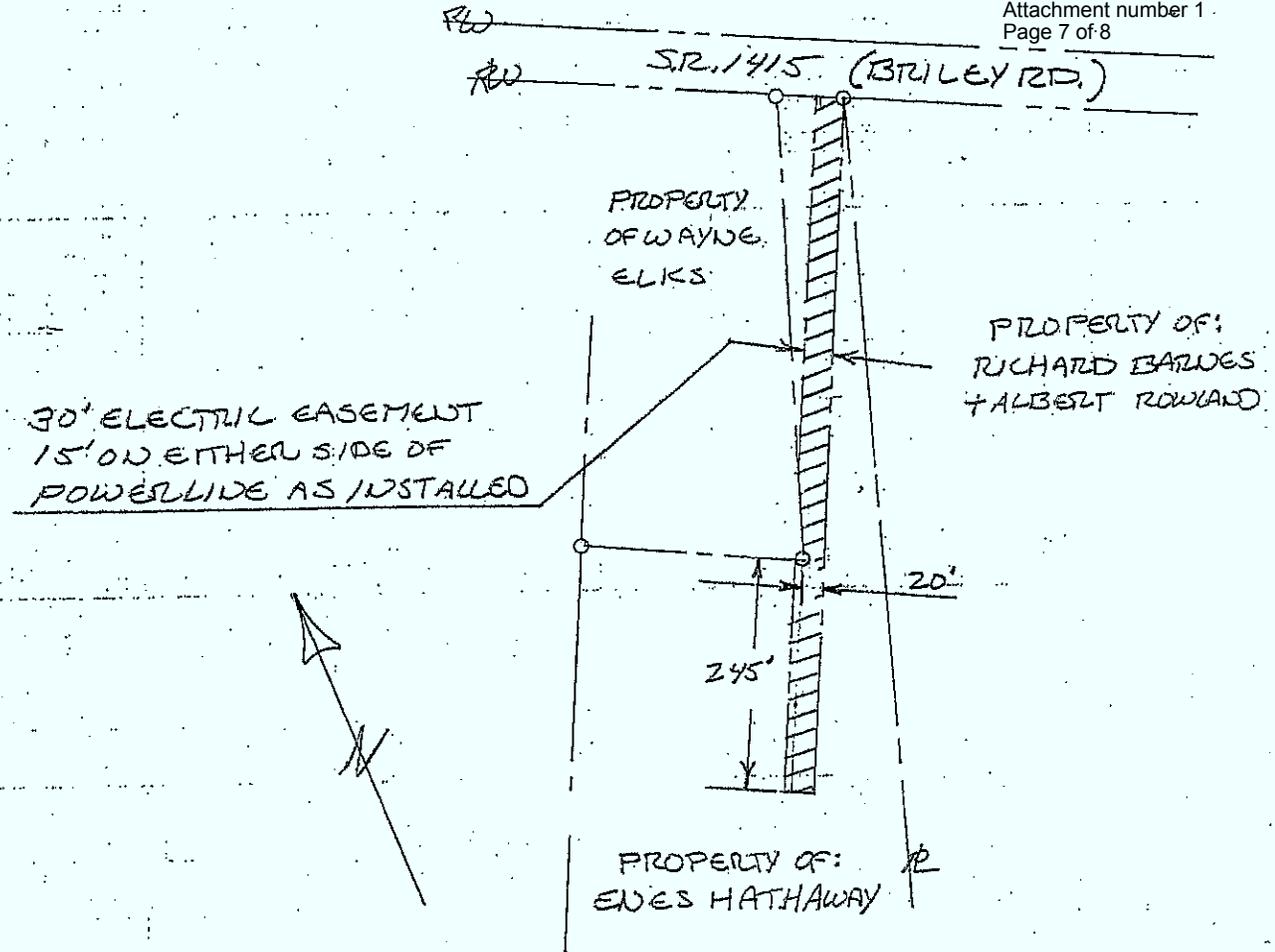
COUNTY OF PITT

The foregoing certificate(s) of Ramona L. Waters, Notary Public(s) of the aforesaid County and State, is/are certified to be correct.

This the 10 day of December, 2003.

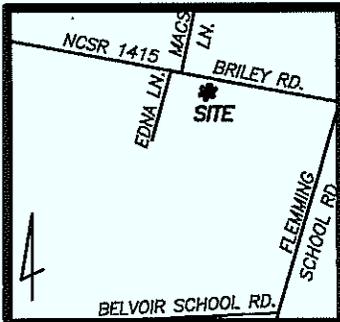
Judy J. Jant
REGISTER OF DEEDS, PITT COUNTY,
NORTH CAROLINA

By: Shirley Baninger, Asst



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

EASEMENT REQUIRED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	STAKES REQUIRED <input type="checkbox"/> Y <input type="checkbox"/> N	ELECTRIC EASEMENT ON PROPERTY OF EVES HATHAWAY PITT CO. PARCEL # 57217
TREE WORK REQ. <input type="checkbox"/> Y <input type="checkbox"/> N	PERMISSION REQ. <input type="checkbox"/> Y <input type="checkbox"/> N	
ULOCO REQ. <input type="checkbox"/> Y <input type="checkbox"/> N	MAP POST REQ. <input type="checkbox"/> Y <input type="checkbox"/> N	
TEL. CO. SET POLES <input type="checkbox"/> Y <input type="checkbox"/> N	CATV TRANSFER <input type="checkbox"/> Y <input type="checkbox"/> N	
		ENGINEER: JTS
		DATE:
		SCALE: 1" = 200 FT.
		DRAWN BY:
WORK ORDER #		



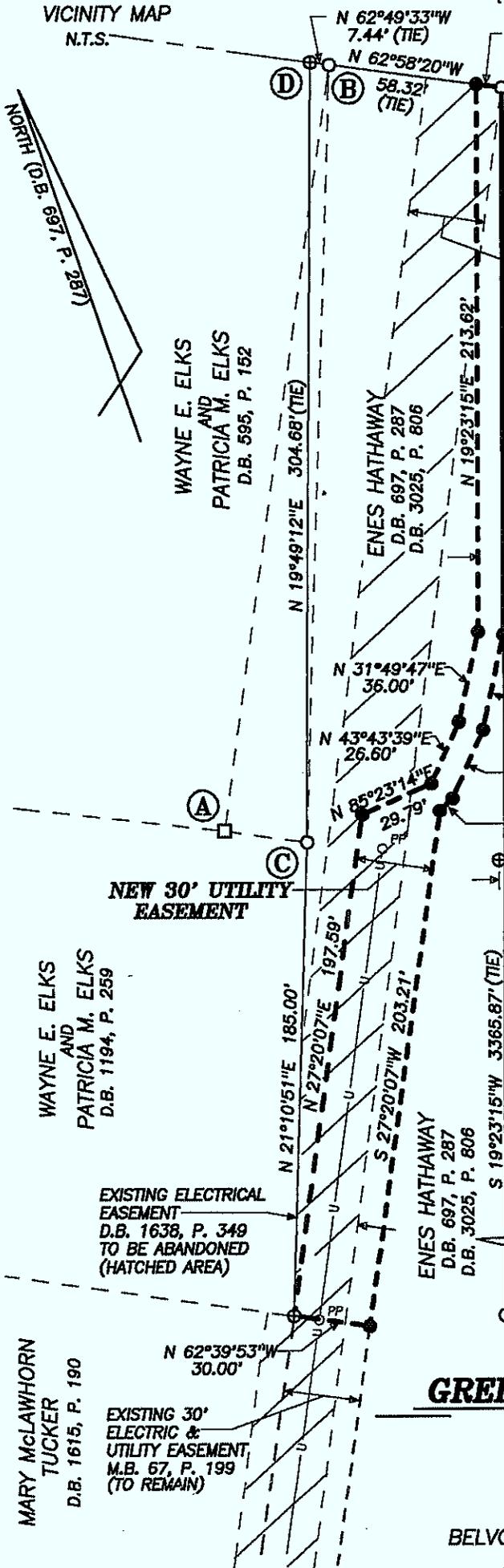
NOTES

- LINE FROM A-B IS THE ELKS' EASTERN DEED LINE PER D.B. 595, P. 152
- LINE FROM B-C IS THE HATHAWAY WESTERN DEED LINE PER D.B. 697, P. 287
- LINE FROM C-D IS THE HATHAWAY WESTERN DEED LINE PER D.B. 3025, P. 806
- THE LOCATION OF IMPROVEMENTS TO THE PROPERTY IS NOT A PART OF THIS SURVEY

NCSR 1415 ~ BRILEY ROAD
(60' R/W ~ PAVED)

P.K. NAIL SET AT C/L INTERSECTION OF NCSR 1415 & NCSR 1419

Attachment number 1
Page 8 of 8



EXISTING ELECTRICAL EASEMENT
D.B. 1638, P. 349
TO BE ABANDONED (HATCHED AREA)

LEGEND

- IRON PIPE SET
- EXISTING IRON PIPE
- ⊕ EXISTING IRON BAR
- PP○ POWER POLE
- U- OVERHEAD UTILITY LINE
- R/W RIGHT OF WAY

AREA IN NEW UTILITY EASEMENT
0.2066 AC.

REFERENCES

- D.B. 697, P. 287
- D.B. 3025, P. 806
- D.B. 1638, P. 349
- M.B. 67, P. 199
- PITT COUNTY REGISTRY



I CERTIFY THAT THIS IS AN EASEMENT SURVEY UPON AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET AND THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED REFERENCE SHOWN IN TITLE BLOCK); THAT ANY BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS 8 DAY OF FEBRUARY, 2013.

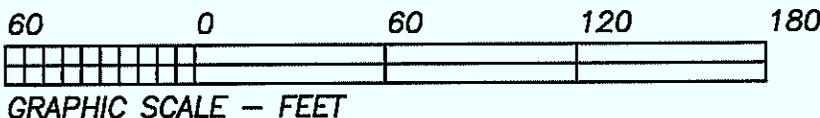
Stephen N. Spruill
STEPHEN N. SPRUILL L-2723

**EASEMENT SURVEY FOR
GREENVILLE UTILITIES COMMISSION**

ACROSS THE PROPERTY OF
ENES HATHAWAY
DEED BOOK 697, PAGE 287
DEED BOOK 3025, PAGE 806

BELVOIR TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA
DATE: FEBRUARY 4, 2013 SCALE: 1"=60'

Spruill & Associates Inc
2747 East Tenth Street
Greenville, North Carolina 27858
(252) 757-1200 Firm No. C-978



Item # 3

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the _____ day of _____, 2013, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Enes Hathaway, of Pitt County, North Carolina, party of the second part (hereinafter called GRANTEE).

Attachment number 2
Page 1 of 10

WITNESSETH

THAT WHEREAS, the GRANTOR for the use and benefit of Greenville Utilities Commission previously received a Grant of Electrical Easement dated October 15, 2003, which appears of record in Book 1638 at Pages 349 – 353, Pitt County Public Registry, a copy of which is marked Exhibit “A” and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the 30’ wide electrical easement to be abandoned; and

WHEREAS, the current owner of the underlying fee interest in the property subject to said 30’ wide overhead electrical transmission line easement is now GRANTEE; and

WHEREAS, Greenville Utilities Commission has requested GRANTOR to indicate formally that it has no claims or interest in such property encumbered by such Grant of Electrical Easement as shown to be abandoned; and

WHEREAS, Greenville Utilities Commission has requested that GRANTOR execute a Deed of Release to GRANTEE or the current owner of such property to indicate its abandonment and release of such Grant of Electrical Easement as described herein as to be abandoned and as shown on Exhibit “A”; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Greenville Utilities Commission, has duly adopted the Resolution abandoning to GRANTEE, such Grant of Electrical Easement, a copy of which Resolution is attached hereto as Exhibit “B” and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto GRANTEE, Enes Hathaway, as the current owner of the subject property, her heirs and assigns, all the GRANTOR's rights, title and interest in and to such Grant of Electrical Easement dated October 15, 2003, which appears of record in Book 1638 at Pages 349 – 353, Pitt County Public Registry, a copy of which is marked Exhibit “A” and is attached hereto and made a part hereof, and to which

reference is hereby made for a more particular and accurate description of the 30" wide electrical easement for overhead transmission lines which is to be abandoned. The singular shall include the plural. Any reference to gender shall include masculine, feminine and neuter.

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

Attachment number 2
Page 2 of 10

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
ALLEN M. THOMAS, Mayor

[SEAL]

Attest:

CAROL BARWICK, City Clerk

NORTH CAROLINA

PITT COUNTY

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

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2013.

NOTARY PUBLIC

My Commission Expires:

FILED
JUDY J. TART
REGISTER OF DEEDS

2003 DEC 10 AM 10:14

PITT COUNTY, N.C.

Mail to: Greenville Utilities
P.O. Box 1847
Greenville NC 27835

Attachment number 2
GRANT OF ELECTRICAL EASEMENT

DATE October 15, 2003

KNOW ALL MEN BY THESE PRESENTS, that the undersigned "GRANTOR" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to it in hand paid by GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, hereinafter referred to as the "COMMISSION", the receipt of which is hereby acknowledged, does hereby grant the City of Greenville, a body politic and corporate in Pitt County, North Carolina, for use of the "COMMISSION", its licensees, successors and assigns, the right, privilege and easement to go in, through, under, and upon lands of the GRANTOR located in Belvoir Township, Pitt County, North Carolina, and

being a small part of that certain tract of land lying south of SR #1415 (Briley Road) & west of the Barnes & Rowland property.

(Reference is hereby made to Deed Book 697, at Page 288, in the Office of the Register of Deeds of Pitt County, North Carolina) and to construct, install, operate and maintain in a manner suitable to the Commission upon, across, under and through said premises within a right of way strip of the width, location and approximate length hereinafter defined, one or more lines for the transmission of electricity—each line consisting of conductors composing one or more electric circuits and supported by a separate line of structures composed of wood, metal, concrete or other durable material, and any necessary guy wires and fixtures for the transmission of electricity for the public use with the right to do all things necessary or convenient thereto, including the following:

- (a) the right of officers, agents, and workmen of the Commission and its contractors to go to and from said right of way strip at all times over the above described land by such route or routes as shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said lines for the purpose aforesaid;
- (b) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Commission desires such fences may be opened and reclosed or temporarily removed and replaced, or Commission may provide suitable gates therein) and all trees, undergrowth, stumps, and roots, and to use (1) chemicals which are not injurious to human beings, domestic animals, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;
- (c) the right to trim, cut down or remove at any time, and from time to time, in the Commission's discretion any tree or vegetation or tree limb or other part thereof standing outside the right of way strip when such vegetation, limb or part thereof protrudes or is likely to protrude into said right of way strip and, in the discretion of the Commission, constitutes a danger or potential danger or hazard to the said electric transmission facilities. Provided, however, that pruning or trimming of trees or vegetation outside the area of the easement shall be done only to the extent necessary, in the discretion of the Commission, to remove potential danger or hazard in the construction, maintenance and operation of the said electric transmission lines across the said premises. Provided further, however, that the Commission hereby agrees to give Grantor at least thirty (30) days notice in writing of its intention to cut, prune or trim trees or vegetation so that Grantor may have an opportunity to remove or trim or prune said trees or vegetation if Grantor elects to do so. Following the expiration of such notice and in the event Grantor does not cut, prune or trim the said trees or vegetation to the

satisfaction of the Commission, the Commission shall thereupon have the right to cut down, prune or trim any such trees of vegetation through the authority of this provision of the easement granted herein;

- (d) the right to erect and maintain structures for the support of said lines in the form of poles, towers, or other forms suitable to the Commission, with the right to intermingle and interchange the one with the other, and to alter, substitute for, and add other structures for the support of said lines from time to time as Commission may deem advisable; and
- (e) the right to install, operate, and maintain thereon wires or other equipment for transmitting communications and facilities appurtenant thereto, for use in conducting the Commission's business.

Attachment number 2
Page 4 of 10

The easement varies in width from 20' to 30' and has its beginning in the southern right-of-way of SR #1415 (Briley Road) just west of and adjoins the Barnes/Rowland western property line, and runs in a south western direction 734' more or less. The easement is further identified on the map attached hereto and made a part of this agreement.

The structures, wires and appurtenant facilities installed by the Commission shall be and remain the property of the Commission and may be removed by it at any time and from time to time. The Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

Grantor reserves the right to use the lands in and over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights or with the National Electrical Safety Code, except that Grantor agrees that (1) the clearance between any conductor of the transmission lines and the surface of the ground shall not be reduced by grading or by the removal of sand, soil or any other work, and the outside limit of any cut or fill shall be more than thirty feet (30') from said structures and guy wires, except with the express written permission of the Commission; (2) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said utility facilities shall be placed on said strip without the express written permission of the Commission; and (3) the Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

The Commission agrees that it will repair, rebuild, replace or pay the actual damages to fences, as is mutually agreed upon by the Commission and the Grantor, and to pay the actual damages to annual crops both inside and outside said right of way strip on the above described land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from said right of way strip, and will repair any extraordinary damage to any bridge or to any road due to heavy hauling to and from the said right of way strip if claim is made within a period of thirty (30) days after such damages are sustained by Grantor.

Any notice to be given by one party to the other party hereunder may be delivered or deposited postage prepaid addressed to the following:

GRANTOR: NAME: Mrs. Enes Hathaway
 ADDRESS: 1094 Briley Rd.
 CITY/STATE/ZIP CODE: GREENVILLE N.C. 27834

COMMISSION: Greenville Utilities Commission
 P. O. Box 1847
 200 Martin Luther King Jr. Drive
 Greenville, North Carolina 27835-1847

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto the Commission, its licensees, successors and assigns, forever.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, licensees, successors and assigns, covenants to and with the Commission, its licensees, successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights, easements and privileges herein described; that the same is free and clear from any and all encumbrances not satisfactory to the Commission; that the Commission shall have quiet and peaceful possession, use and enjoyment of the aforescribed easement of right of way, rights and

privileges; that the Grantor shall execute such further assurances thereof as may be reasonably required by the Commission; and Grantor will forever warrant and defend the title to the said easement of right of way, rights and privileges against the lawful claims of all persons whomsoever.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, the Grantor has adopted the word "SEAL" as his seal and has hereunto set his hand and seal, or if Grantor be a corporation, Grantor has caused these presents to be signed in its corporate name by its corporate officers, duly attested and its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

Attachment number 2
Page 5 of 10

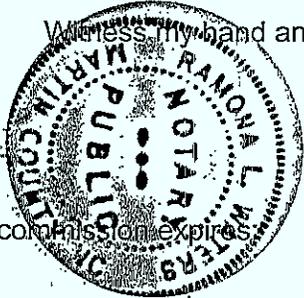
Enes Hathaway (SEAL)
ENES HATHAWAY

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, Ramona L. Waters, a Notary Public of the aforesaid County and State, hereby certify that Enos Hathaway personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 15 day of October, 2003.



Ramona L. Waters
NOTARY PUBLIC

Attachment number 2
Page 6 of 10

My commission expires

6-23-2004

STATE OF NORTH CAROLINA

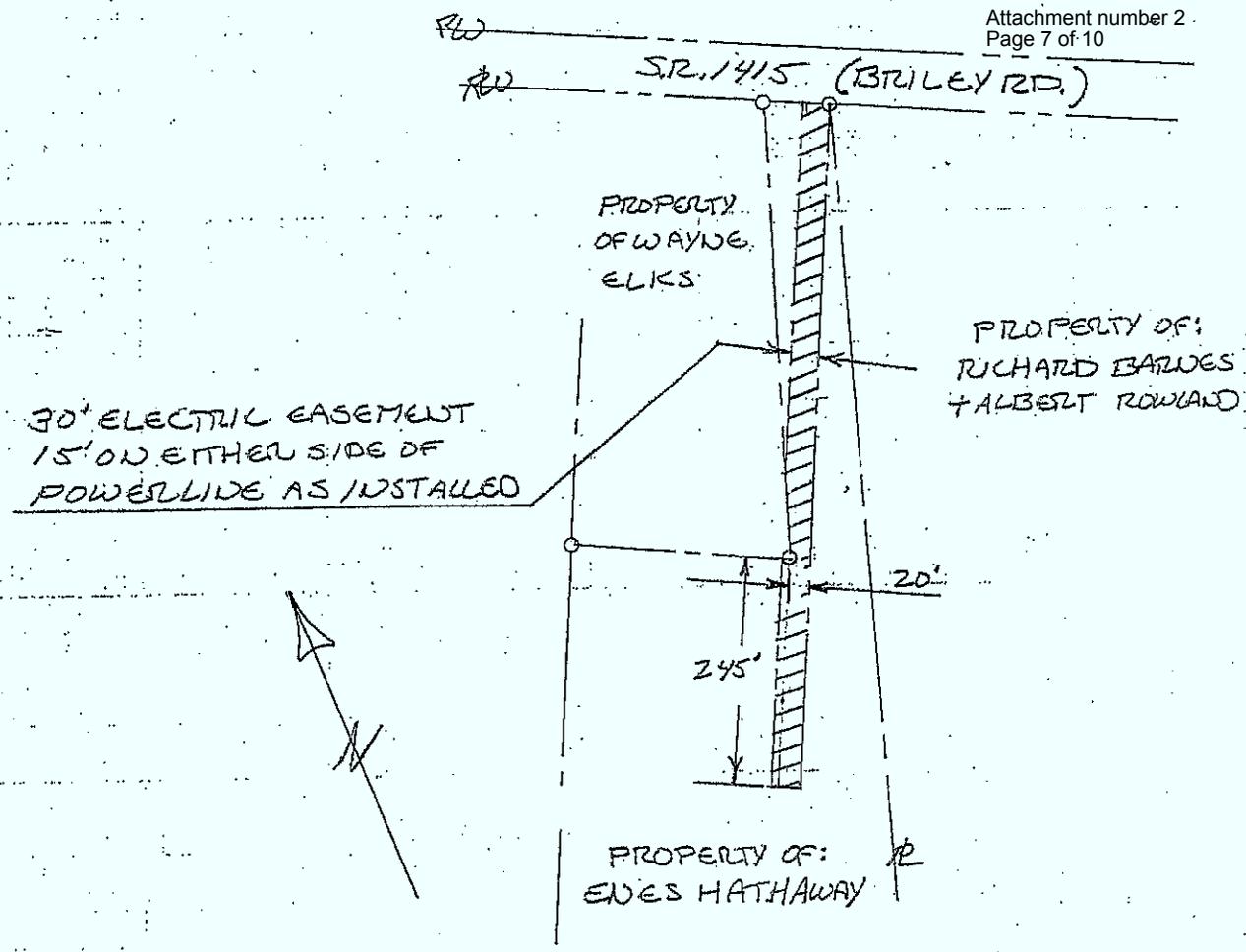
COUNTY OF PITT

The foregoing certificate(s) of Ramona L. Waters, Notary Public(s) of the aforesaid County and State, is/are certified to be correct.

This the 10 day of December, 2003.

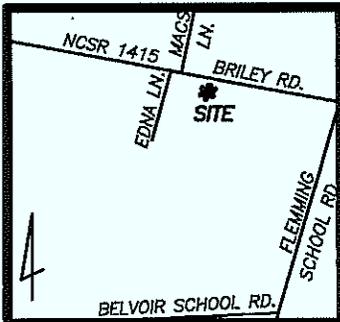
Judy J. Jant
REGISTER OF DEEDS, PITT COUNTY,
NORTH CAROLINA

By: Shirley Baninger, Asst



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

EASEMENT REQUIRED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	STAKES REQUIRED <input type="checkbox"/> Y <input type="checkbox"/> N	ELECTRIC EASEMENT ON PROPERTY OF EVES HATHAWAY PITT CO. PARCEL # 57217
TREE WORK REQ. <input type="checkbox"/> Y <input type="checkbox"/> N	PERMISSION REQ. <input type="checkbox"/> Y <input type="checkbox"/> N	
ULOCO REQ. <input type="checkbox"/> Y <input type="checkbox"/> N	MAP POST REQ. <input type="checkbox"/> Y <input type="checkbox"/> N	
TEL. CO. SET POLES <input type="checkbox"/> Y <input type="checkbox"/> N	CATV TRANSFER <input type="checkbox"/> Y <input type="checkbox"/> N	
		ENGINEER: JTS
		DATE:
		SCALE: 1" = 200 FT.
		DRAWN BY:
		WORK ORDER #



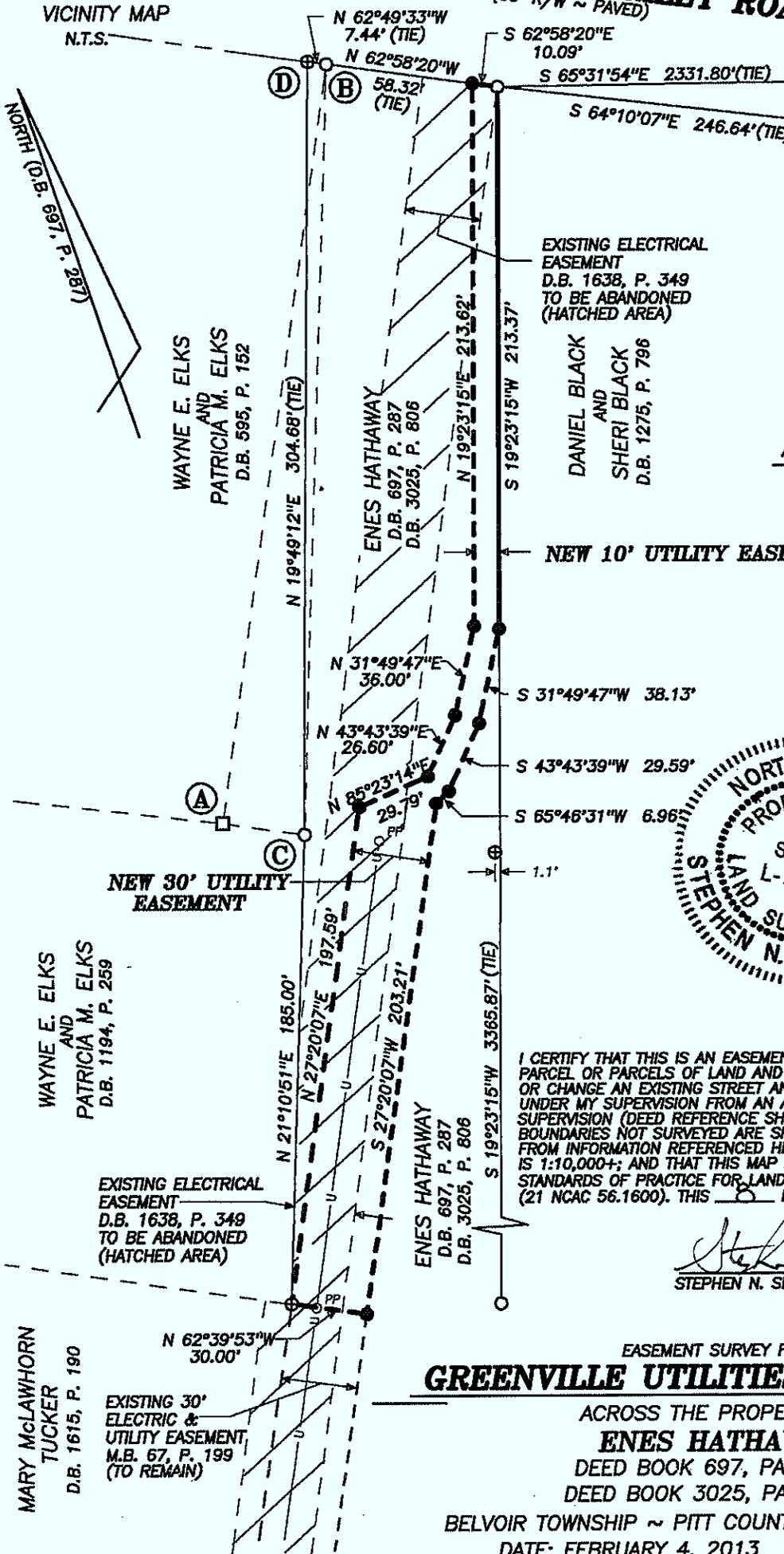
NOTES

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- LINE FROM B-C IS THE HATHAWAY WESTERN DEED LINE PER D.B. 697, P. 287
- LINE FROM C-D IS THE HATHAWAY WESTERN DEED LINE PER D.B. 3025, P. 806
- THE LOCATION OF IMPROVEMENTS TO THE PROPERTY IS NOT A PART OF THIS SURVEY

NCSR 1415 ~ BRILEY ROAD
(60' R/W ~ PAVED)

P.K. NAIL SET AT C/L INTERSECTION OF NCSR 1415 & NCSR 1419

Attachment number 2
Page 8 of 10



LEGEND

- IRON PIPE SET
- EXISTING IRON PIPE
- ⊕ EXISTING IRON BAR
- PP○ POWER POLE
- U- OVERHEAD UTILITY LINE
- R/W RIGHT OF WAY

AREA IN NEW UTILITY EASEMENT
0.2066 AC.

REFERENCES

- D.B. 697, P. 287
- D.B. 3025, P. 806
- D.B. 1638, P. 349
- M.B. 67, P. 199
- PITT COUNTY REGISTRY



I CERTIFY THAT THIS IS AN EASEMENT SURVEY UPON AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET AND THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED REFERENCE SHOWN IN TITLE BLOCK); THAT ANY BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS 8 DAY OF FEBRUARY, 2013.

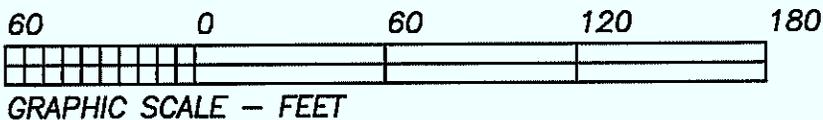
Stephen N. Spruill
STEPHEN N. SPRUILL L-2723

**EASEMENT SURVEY FOR
GREENVILLE UTILITIES COMMISSION**

ACROSS THE PROPERTY OF
ENES HATHAWAY
DEED BOOK 697, PAGE 287
DEED BOOK 3025, PAGE 806

BELVOIR TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA
DATE: FEBRUARY 4, 2013 SCALE: 1"=60'

Spruill & Associates Inc
2747 East Tenth Street
Greenville, North Carolina 27858
(252) 757-1200 Firm No. C-978



Item # 3

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA,
ABANDONING AN EXISTING GRANT OF ELECTRICAL EASEMENT
DATED OCTOBER 15, 2003, APPEARING OF RECORD IN BOOK 1638 AT PAGE 349,
ET SEQ., PITT COUNTY PUBLIC REGISTRY,
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained an easement for overhead electrical transmission lines across property of Enes Hathaway, by Grant of Electrical Easement dated October 15, 2003, which said Grant of Electrical Easement appears of record in Book 1638 at Pages 349 – 353, Pitt County Public Registry; and

Attachment number 2
Page 9 of 10

WHEREAS, such 30' wide Electrical Easement for overhead electric transmission lines is no longer needed by the Commission; and

WHEREAS, the Commission anticipates no use now or in the future for such Electrical Easement; and

WHEREAS, the Commission desires to abandon such easement, a copy of which Grant of Electrical Easement is marked Exhibit "A" and is attached hereto and made a part hereof and to which reference is hereby made for a more particular and accurate description of the electrical easement to be abandoned; and

WHEREAS, the current owner of such property has requested the City of Greenville, North Carolina, and the Commission to abandon such Grant of Electrical Easement; and

WHEREAS, the Commission has requested the City of Greenville, North Carolina, acknowledge such abandonment and release same; and

WHEREAS, the Commission deems such abandonment to be reasonable and in the best interest of the Commission and all parties and it is requested that the City of Greenville, North Carolina, acknowledge such abandonment and release of such Grant of Electrical Easement as described herein as to be abandoned by the execution of a Deed of Release to the current owner of such property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session in the Council Chambers of the Municipal Building of the City of Greenville, North Carolina, on the ____ day of _____, 2013, as follows:

1. That the City Council of the City of Greenville, North Carolina, does hereby abandon the Grant of Electrical Easement dated October 15, 2003, which appears of record in Book 1638 at Pages 349 – 353, Pitt County Public Registry, from Enes Hathaway, a copy of which is marked Exhibit "A" and is attached hereto and made a part hereof, to which reference

is hereby made for a more particular and accurate description of the Electrical Easement to be abandoned.

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

Attachment number 2
Page 10 of 10

Adopted this the ____ day of _____, 2013.

CITY OF GREENVILLE, NORTH CAROLINA

By _____
ALLEN M. THOMAS, MAYOR

(SEAL)

ATTEST:

CAROL BARWICK, CITY CLERK

F:\WP\PRD\GUC\Resolution (2) 020513.doccs



City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

Title of Item: Installation of North Carolina Eastern Municipal Power Agency's (NCEMPA) Generator Station at Greenville Utilities Commission's Winterville Substation Site

Explanation: Abstract: The North Carolina Eastern Municipal Power Agency (NCEMPA) seeks to install a diesel powered peaking generator station at Greenville Utilities Commission's Winterville Substation Site.

Explanation: The North Carolina Eastern Municipal Power Agency (NCEMPA) initiated plans to install a total of 20 megawatts (MW) of diesel powered peak shaving generation within its 32 member cities territory as a result of the Duke/Progress Energy merger. The peak shaving generation will be used to reduce the need to purchase higher priced peak electricity from its supplemental supplier. The project is estimated to save NCEMPA members \$29 million in avoided costs over the life of the project. Following submittals from various NCEMPA members, GUC's Winterville Substation Site (Pitt County parcel no. 36048) has been selected as the site for the entire 20 MW of peak shaving generation project. NCEMPA would like to enter into a lease agreement with GUC for the land that will be used for the installation and operation of these generators. NCEMPA will also need to apply for a special use permit on this site for review and approval by the City of Greenville's Board of Adjustment. The GUC Board of Commissioners authorized the installation of said generator station and approves the execution of the lease agreement between NCEMPA and the City of Greenville for the use and benefit of Greenville Utilities for the land that will be used for the installation and operation of a peaking generator station and recommends similar action by City Council as well as recommends City Council of the City of Greenville to execute, as property owner for the use and benefit of Greenville Utilities, an application for a special use permit on Pitt County parcel no. 36048 for the installation and operation of a peaking generator station.

Fiscal Note: No costs to the City.

Recommendation: City Council authorize and execute a Lease Agreement, Memorandum of Lease and Special Use Permit Application on parcel no. 36048 for the installation and operation of a peaking generator station.

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

Attachments / click to download

 [Generator Station](#)



Reimage Church

Winterville Substation

South Hall

Boys and Girls Club

Conceptual Site Plan

ALLEN FENNER LESLIE ET. AL.
PARCEL NO. 00255

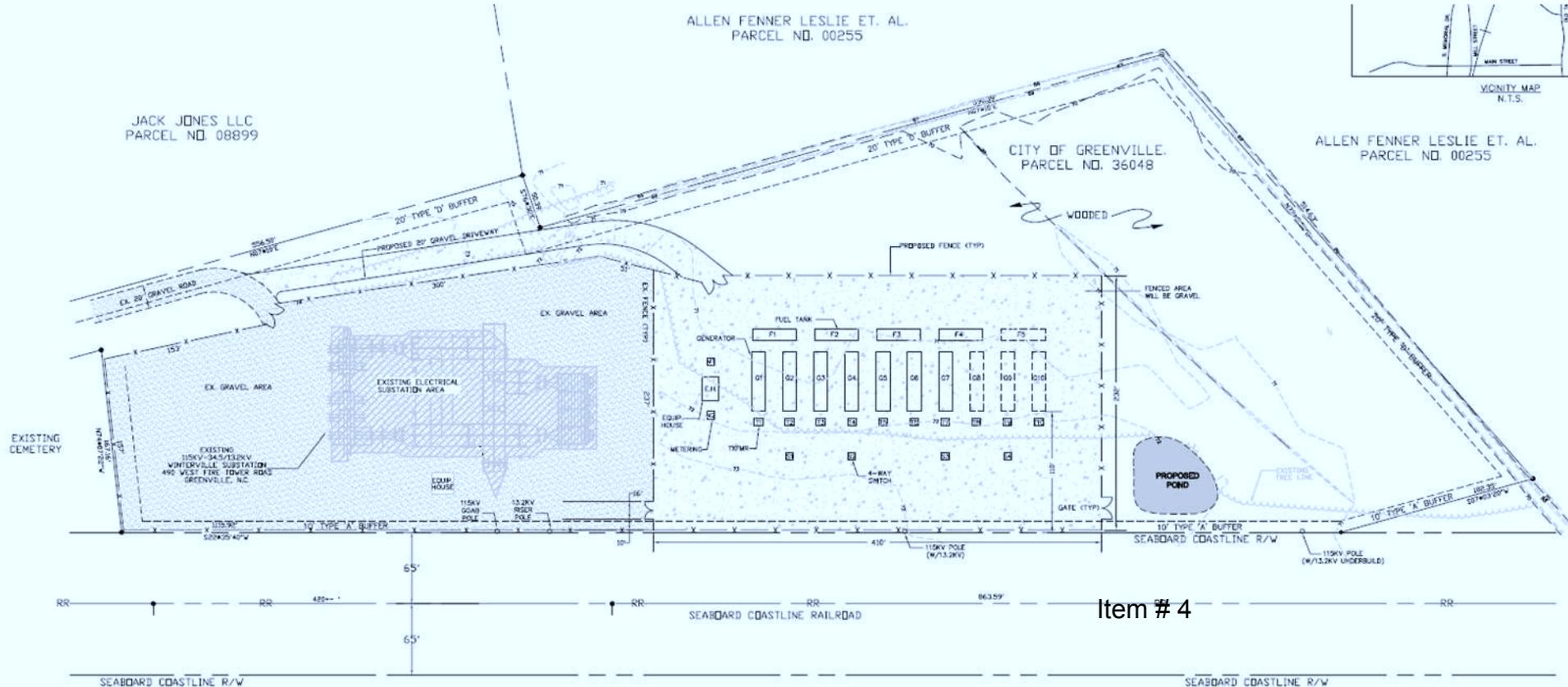
JACK JONES LLC
PARCEL NO. 08899

CITY OF GREENVILLE.
PARCEL NO. 36048

ALLEN FENNER LESLIE ET. AL.
PARCEL NO. 00255



VICINITY MAP
N.T.S.



Item # 4



Item # 4











City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

Title of Item: Sewer capital project budget ordinance amendment for Greenville Utilities Commission's Sanitary Sewer Outfall Rehabilitation Project, Phase III

Explanation: Abstract: Greenville Utilities Commission (GUC) seeks to continue with its multi-phased effort to rehabilitate the deteriorated and failure-prone portions of its existing sewer system.

Explanation: The rehabilitation of the Green Mill Run, Tar River, and Parker's Creek outfall sewers is a multi-phased effort to rehabilitate the deteriorated and failure-prone portions of Greenville Utilities Commission's existing trunk sewer system. Thus far, four major capital projects totaling approximately \$4.5 million have been completed. The current 5-year capital improvements plan includes \$2,000,000 for outfall sewer rehabilitation for FY 2013.

Competitive bids were received for the Sanitary Sewer Outfall Rehabilitation Phase III Project, and Layne Inliner, LLC was awarded the bid in the amount of \$1,662,345.00.

Because of the favorable prices received from the low bidder on the current Phase III project, all sections of the pipelines selected for rehabilitation can be repaired within the total \$2,000,000 budgeted for outfall sewer rehabilitation for FY 13.

The GUC Board of Commissioners authorized the budget amendment at its February regular meeting and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached amended ordinance

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 [Ordinance Amendment](#)

ORDINANCE NO. 13-_____
AMENDING ORDINANCE NO. 12-013
FOR SEWER CAPITAL PROJECT BUDGET
SANITARY SEWER OUTFALL REHABILITATION PROJECT-PHASE III

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

Section 1. Revenues. Revenues of Sewer Capital Project Budget, Sanitary Sewer Outfall Rehabilitation Project - Phase III, is hereby established to read as follows:

Revenue:

Fund Balance	<u>\$1,950,000</u>	
Total Revenue		<u><u>\$1,950,000</u></u>

Section 2. Expenditures. Expenditures of the Sewer Capital Project Budget, Sanitary Sewer Outfall Rehabilitation Project - Phase III, is hereby established to read as follows:

Expenditures:

Project Cost	<u>\$1,950,000</u>	
Total Expenditures		<u><u>\$1,950,000</u></u>

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

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

Adopted this the _____ day of _____, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

Title of Item: Series resolution for refunding of Greenville Utilities Commission debt

Explanation: Abstract: Greenville Utilities Commission seeks to obtain savings for its customers by refunding existing debt.

Explanation: In January 2013, the Greenville Utilities Commission's Board of Commissioners and the City Council each adopted a resolution approving the financing team in connection with the issuance and sale of the Series 2013 Bond, making the findings and determinations required by the North Carolina Local Government Commission (the "LGC") with respect to the issuance of up to \$20,000,000 Combined Enterprise System Revenue Refunding Bond, Series 2013 of the City, and requesting the LGC to sell said bonds by private sale.

A request for proposals for the revenue refunding bond was issued, and Capital One Public Funding, LLC, with a proposed fixed interest rate of 1.84%, was selected as the best choice for meeting the business needs of GUC. Capital One's proposal will provide a net present value (NPV) savings of 4.92% or \$933,731 over the 15-year life of the bond. The average annual savings will be approximately \$62,248 per year.

The GUC Board of Commissioners adopted a resolution approving the Commission's selection of the proposal of Capital One Public Funding, LLC to purchase the Series 2013 Bond in accordance with the terms of their proposals, provisions and agreements contained therein, and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached series resolution and authorize and direct the officers, agents and employees of the City to do all acts and things required of them by the

provisions of the Series Resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements contained therein.

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

Attachments / click to download

 [Resolution](#)

SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF A GREENVILLE UTILITIES COMMISSION COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND, SERIES 2013 OF THE CITY OF GREENVILLE, NORTH CAROLINA IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 PURSUANT TO THE PROVISIONS OF SECTION 211 OF THE BOND ORDER ADOPTED BY THE CITY COUNCIL ON AUGUST 11, 1994, AS AMENDED AND RESTATED ON APRIL 13, 2000, AND REQUESTING THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA TO AWARD THE SERIES 2013 BOND AT PRIVATE SALE.

WHEREAS, in accordance with Chapter 861 of the 1992 Session Laws of North Carolina, the Greenville Utilities Commission, of the City of Greenville, North Carolina, a body politic duly chartered by the State of North Carolina, in Pitt County, North Carolina, (the "Commission") has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the "City"), which includes an electric system, a natural gas system, a sanitary sewer system, and a water system (collectively, the "Combined Enterprise System") within and without the corporate limits of the City, with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the public utilities; and

WHEREAS, the City Council of the City (the "City Council") on August 11, 1994 adopted a bond order on behalf of the Commission authorizing and securing Greenville Utilities Commission Combined Enterprise System Revenue Bonds of the City, which order was amended and restated on April 13, 2000 (the "Order"); and

WHEREAS, Section 211 of the Order authorizes the issuance of revenue refunding bonds of the City in one or more series from time to time for the purposes, among other authorized purposes, of (a) refunding all or any part of the revenue bonds or other indebtedness outstanding under the Order and paying the interest to accrue thereon to the date fixed for redemption and (b) paying any expenses in connection with such refunding; and

WHEREAS, Capital One Public Funding, LLC has offered to purchase a revenue refunding bond issued by the City on behalf of the Commission pursuant to Section 211 of the Order and this resolution for the purpose of refunding all of the outstanding callable principal installments of the Greenville Utilities Commission Combined Enterprise System Revenue Refunding Bond, Series 2003B, the Greenville Utilities Commission Combined Enterprise System Revenue Refunding Bond, Series 2007 and three State of North Carolina Water Revolving Fund Loans issued in 2001, 2003 and 2005 (collectively, the "Indebtedness to be Refunded") for debt service savings;

WHEREAS, the Commission and the City Council have determined that it is in their best interests to accept such offer; and

WHEREAS, pursuant to Section 211 of the Order, such a revenue refunding bond is to have such terms and provisions as may be provided by a series resolution to be adopted by the City Council prior to the issuance thereof; and

WHEREAS, the Commission has adopted a resolution to the effect that it approves the provisions of this resolution and recommends to the City Council that the City Council adopt this resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA DOES HEREBY DETERMINE AND RESOLVE, as follows:

Section 1.01. Capitalized words and terms used in this resolution (this “Resolution”) and not otherwise defined herein shall have the same meanings in this Resolution as such words and terms are given in the Order.

Section 1.02. Pursuant to the Enabling Act and Section 211 of the Order, the City Council hereby authorizes the issuance of revenue refunding bonds of the City on behalf of the Commission in the form of a single fully registered bond designated “Greenville Utilities Commission Combined Enterprise System Revenue Refunding Bond, Series 2013” (the “Series 2013 Bond”) in the aggregate principal amount not to exceed \$20,000,000 for the purpose of providing funds, together with any other available funds, for (a) refunding the Indebtedness to be Refunded and (b) paying expenses incidental and necessary or convenient thereto. The Series 2013 Bond shall be dated as of the date of its delivery, shall be a Serial Bond stated to mature (subject to the right of prior redemption) in annual principal installments on the dates and in the amounts and bearing interest at the rate of 1.84% per annum (subject to adjustment as provided in Section 1.10 hereof and in the Series 2013 Bond) as set forth in Schedule I to the form of the Series 2013 Bond set forth below, shall be numbered R13-1 and shall be exchangeable for fully-registered bonds in denominations of \$250,000 and integral multiples of \$5,000 in excess thereof. Interest on the Series 2013 Bond shall be payable on May 1, 2013 and thereafter semiannually on each May 1st and November 1st until the Series 2013 Bond is paid in full. There shall not be any Parity Indebtedness Reserve Requirement for the Series 2013 Bond, and the Series 2013 Bond shall not be secured by the Parity Indebtedness Reserve Fund.

Section 1.03. The principal installments of the Series 2013 Bond shall be subject to redemption prior to maturity, on any date in whole or in part, at a redemption price of 102% on or before May 1, 2020 and at a redemption price of 100% after May 1, 2020.

Section 1.04. The Series 2013 Bond and the Certificate of the Local Government Commission and the Certificate of Authentication to be endorsed on the Series 2013 Bond shall be substantially in the following forms, with such variations, omissions and insertions as are required or permitted by the Order:

ATTENTION: NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE ISSUER IN CONNECTION WITH THE OFFERING AND SALE OF THIS BOND. THIS BOND MAY NOT BE TRANSFERRED TO ANY PERSON, OTHER THAN A BANK, AN INSURANCE COMPANY OR A SIMILAR FINANCIAL INSTITUTION UNLESS SUCH TRANSFER HAS BEEN PREVIOUSLY APPROVED BY THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA. ANY TRANSFEREE TO WHOM A TRANSFER HAS BEEN MADE PRIOR TO THE PREPARATION AND PROVISION OF AN OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT SHALL BE DEEMED TO HAVE REPRESENTED TO THE ISSUER THAT (A) IT IS SUCH A QUALIFIED INSTITUTIONAL BUYER, (B) IT HAS PURCHASED THE BOND FOR INVESTMENT PURPOSES AND NOT AS AN UNDERWRITER AND DOES NOT PRESENTLY INTEND TO TRANSFER, OTHERWISE DISTRIBUTE OR SELL THE BOND, AND (C) IT IS FAMILIAR WITH THE CONDITION, FINANCIAL AND OTHERWISE, OF THE CITY OF GREENVILLE, NORTH CAROLINA AND THE GREENVILLE UTILITIES COMMISSION, HAS OBTAINED ALL INFORMATION THAT IT REGARDS AS NECESSARY FOR ITS DECISION TO PURCHASE THE BOND, AND HAS MADE ITS OWN CREDIT EVALUATION OF THE CITY OF GREENVILLE, NORTH CAROLINA AND THE GREENVILLE UTILITIES COMMISSION AND HAS NOT RELIED ON THE ISSUER OR THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA IN THIS REGARD

PRIVATE PLACEMENT

No. R13-1

\$ __, __, 000

United States of America
State of North Carolina

CITY OF GREENVILLE, NORTH CAROLINA

Greenville Utilities Commission
Combined Enterprise System Revenue Refunding Bond, Series 2013

Maturity Date of Principal Installments

Interest Rate

As set forth in Schedule I

1.84%

The City of Greenville (the "City"), a municipal corporation in Pitt County, North Carolina, exercising public and essential governmental functions, is justly indebted and for value received hereby promises to pay for the benefit of the Greenville Utilities Commission of the City (the "Commission"), solely from the special fund provided therefor as hereinafter set forth, to Capital One Public Funding, LLC or registered assigns or legal representative, on the maturity

dates referred to above (or earlier as stated hereinafter) in the principal installments set forth in Schedule I hereto (such final principal installment to be made only upon the presentation and surrender hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., in the City of Jacksonville, Florida, or any successor bond registrar (the "Bond Registrar"), equal to the aggregate principal sum of _____ (\$_____,000,000) in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from the special fund, to the person in whose name this bond (or one or more Predecessor Bonds, as defined in the Order hereinafter mentioned), is registered at the close of business on the regular record date for such interest, which shall be the 15th day of the calendar month next preceding an interest payment date (the "Regular Record Date"), by wire transfer to such account in the continental United States as directed by such person or otherwise as provided in the Series Resolution hereinafter mentioned, (Y) the principal installments on their respective May 1 maturity dates set forth in Schedule I hereto and (Z) interest on the unpaid principal amount of this bond from the date of this bond or from the May 1 or November 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is a May 1 or November 1 to which interest shall have been paid, in which case from such date, on May 1 and November 1 in each year, commencing May 1, 2013, in like coin or currency, at the rate per annum specified above until payment of the principal sum. No presentation or surrender of this bond is required for payment of any principal or interest on this bond until the final principal installment of this bond is due. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the person who was the registered owner on such Regular Record Date and may be paid to the person in whose name this bond (or one or more Predecessor Bonds) is registered at the close of business on a Special Record Date, as defined in the Order, for the payment of such defaulted interest to be fixed by the Trustee hereinafter mentioned, notice whereof being given to registered owners not less than ten (10) days prior to such Special Record Date, or may be paid in any other lawful manner not inconsistent with the requirements of applicable law or any securities exchange on which the bonds may be listed and upon such notice as may be required by such law or exchange, all as more fully provided in the Order.

This bond represents a duly authorized series of revenue bonds of the City, designated "Greenville Utilities Commission Combined Enterprise System Revenue Refunding Bond, Series 2013", consisting of a Serial Bond, maturing in the annual installments set forth in Schedule I on May 1 of each year beginning May 1, 2013 to and including May 1, 2027, and issued for the purpose of providing funds, together with other available funds, for (i) refunding prior to their maturity the callable Indebtedness to be Refunded (referred to in the Series Resolution hereinafter defined) and (ii) paying expenses incidental and necessary or convenient thereto. Pursuant to the Enabling Act (as hereinafter defined), the Commission is responsible for the management, operation, maintenance, improvement and extension of the Combined Enterprise System.

This bond is issued under and pursuant to the Constitution and laws of the State of North Carolina, including Chapter 861 of the 1991 Session Laws of North Carolina and The State and Local Government Revenue Bond Act, as amended (collectively, the "Enabling Act"), a bond

order duly adopted by the City Council of the City (the “City Council”) on August 11, 1994, as amended and restated as of April 13, 2000 (such bond order as amended and restated, together with all orders supplemental and amendatory thereto as therein permitted, being herein called the “Order”), and a series resolution duly adopted by the City Council on March 4, 2013 (the “Series Resolution”). The City has heretofore issued under the Order other bonds, for the benefit of the Commission, on a parity with this bond. The Order provides for the issuance from time to time under the conditions, limitations and restrictions therein set forth of additional bonds to provide funds for paying all or any part of the cost of acquiring and constructing other Additional Improvements, to provide funds for completing payment of the cost of acquiring and constructing any Additional Improvements and to refund any bonds issued under the Order and Indebtedness, as defined in the Order, other than bonds (such additional bonds, this bond and the parity bonds heretofore issued being herein collectively called the “Bonds”). The Order also provides for the incurrence or assumption by the City of other obligations which are secured by a pledge, charge and lien upon and payable from certain receipts and rights to receive receipts of the Combined Enterprise System (the “Receipts”) after paying or making provision for the payment of Current Expenses, as defined in the Order, (the “Net Receipts”) on a parity with the Bonds (such obligations and the Bonds being herein collectively called “Parity Indebtedness”) and other obligations which are secured by a pledge, charge and lien upon and payable from the Net Receipts subordinate and junior in right of payment to Parity Indebtedness (“Subordinate Indebtedness”) or which are not secured by a pledge, charge or lien upon the Net Receipts but are payable from the Net Receipts (“Additional Indebtedness” and, together with the Existing Indebtedness, as defined in the Order, “Other Indebtedness”) under the conditions, limitations and restrictions therein set forth. Reference is hereby made to the Order for provisions, among others, with respect to the custody and application of the proceeds of Bonds, the collection and disposition of Receipts, the special fund charged with and made available for the payment of the interest and the redemption premium, if any, on and the principal of the Bonds and any other Parity Indebtedness, the nature and extent of the security for the Bonds, the Existing Indebtedness and any other Parity Indebtedness, Subordinate Indebtedness and Additional Indebtedness thereby created, the terms and conditions on which the Bonds of each series are or may be issued or the payment of debt service on other Parity Indebtedness, Subordinate Indebtedness or Additional Indebtedness may be incurred or assumed, the rights, duties and obligations of the City, the Bond Registrar and the Trustee and the rights of the registered owners of the Bonds. A certified copy of the Order is on file at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., in the City of Jacksonville, Florida (the “Trustee”). By the acceptance of this bond, the registered owner hereof assents to all of the provisions of the Order.

The Order provides for the creation of a special fund designated the “Greenville Utilities Commission Parity Indebtedness Service Fund” (the “Parity Indebtedness Service Fund”), which special fund is made available for and charged with the payment of the principal of and the interest on all Bonds and any other Parity Indebtedness, and also provides for the deposit to the credit of the special fund of the Net Receipts to the extent and in the manner provided in the Order. The Order further provides for transfers to the credit of the Parity Indebtedness Service Fund from other funds created by the Order and made available thereunder to make up any

deficiencies in the Fund with respect to all Bonds and any other Parity Indebtedness, all to the extent and in the manner provided in the Order.

The Order provides for the charging, revising and collecting by the Commission of rates, fees and charges for the use of and for the services and facilities furnished or to be furnished by the Combined Enterprise System in order to produce at all times sufficient Receipts, together with certain other available funds, to pay the Current Expenses and to pay the principal of and interest on all Parity Indebtedness, Subordinate Indebtedness and Other Indebtedness as the same shall become due.

The Net Receipts are pledged by the Order to the payment of the principal of and the interest and any redemption premium on the Bonds and other Parity Indebtedness and then Subordinate Indebtedness as provided in the Order. In addition, the moneys in the Parity Indebtedness Service Fund and moneys in the Parity Indebtedness Reserve Fund or qualified reserve fund substitutes established in connection with the issuance of certain of the outstanding Bonds are pledged by the Order as further security for the payment of all Parity Indebtedness and the interest thereon as provided in the Order; provided, however, that pursuant to the Series Resolution, this bond and certain other Bonds are not secured by such Parity Indebtedness Reserve Fund or qualified reserve fund substitutes Parity Indebtedness Reserve Fund or qualified reserve fund substitutes. The City is not obligated to pay the Bonds or Parity Indebtedness, Subordinate Indebtedness and Other Indebtedness other than Bonds except from the Net Receipts or other moneys made available therefor under the Order. Neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof, including the City, is pledged to the payment of the principal of and the interest and any redemption premium on this bond.

This bond is issuable as a fully registered bond, in such denominations as provided in the Series Resolution. At the principal corporate trust office of the Bond Registrar, in the manner and subject to the limitations and conditions provided in the Order, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity, of authorized denominations and bearing interest at the same rate.

Notwithstanding any other provisions of the Order or the Series Resolution, the Bond Registrar shall not register the transfer of this bond to any person other than a bank, an insurance company or a similar financial institution unless such transfer has been previously approved by the Local Government Commission of North Carolina.

The transfer of this bond is registrable by the registered owner hereof in person or by his attorney or legal representative at the principal corporate trust office of the Bond Registrar but only in the manner and subject to the limitations and conditions provided in the Order and the Series Resolution and upon surrender and cancellation of this bond. Upon any such registration of transfer the City shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this bond, a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City or the Bond

Registrar may make a charge for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any registered owner for the privilege of exchanging or registering the transfer of Bonds.

In the event of a Determination of Taxability (as defined in the Series Resolution), the interest rate payable on this bond, from and after the date on which the interest on this bond is first includable in the gross income of the owner hereof as a result of an Event of Taxability (as defined in the Series Resolution), shall be immediately increased to such rate as shall provide the owner hereof with the same rate of return on an after-tax basis that the owner hereof would have otherwise received on this bond if such Determination of Taxability and loss of tax-exemption had not occurred and which will also compensate the owner hereof for all penalties, fines, interest, and additions to tax that are imposed on the owner hereof as a result of the loss of the exclusion of tax-exemption on the interest on this bond. The owner shall provide a certificate documenting said impact and adjustment to interest rate. In the event of a Determination of Taxability, the owner hereof shall provide the City with a new debt service schedule which reflects the new interest rate.

This bond is not a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code.

The principal installments of this bond shall be subject to redemption prior to maturity, on any date in whole or in part, at a redemption price of 102% on or before May 1, 2020 and at a redemption price of 100% after May 1, 2020.

The moneys in the Parity Indebtedness Service Fund and the Redemption Fund, as defined in the Order, available for the purchase or redemption of Bonds shall be allocated to all series of Bonds outstanding under the Order in the manner provided in the Order.

The registered owner of this bond shall have no rights to enforce the provisions of the Order or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Order or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Order.

In certain events, on the conditions, in the manner and with the effect set forth in the Order, the principal of all Bonds then outstanding under the Order may become or may be declared due and payable before the stated maturities thereof, together with the interest accrued thereon.

Modifications or alterations of the Order may be made by the City only to the extent and in the circumstances permitted by the Order.

This bond is issued with the intent that the laws of the State of North Carolina shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina, the Order and the Series Resolution to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed as so required.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Order until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City of Greenville, North Carolina has caused this bond to be signed by the Mayor and the City Clerk of the City and the corporate seal of the City to be impressed hereon, all as of the 11th day of March, 2013.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By [manual signature]
Mayor

By [manual signature]
City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The State and Local Government Revenue Bond Act of North Carolina.

 [manual signature]
Secretary, Local Government
Commission of North Carolina

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated therein and issued under the provisions of the within-mentioned Order.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N. A., as Bond Registrar

By _____
Authorized Signatory

Date of authentication: March 11, 2013

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells,
assigns and transfers unto _____

—

the within bond and all rights thereunder and hereby irrevocably constitutes and appoints
attorney to register the transfer of the bond on the books kept for registration thereof,
with full power of substitution in the premises .

Dated: _____

NOTICE: The assignor's signature
to this assignment must correspond
with the name as it appears upon the
face of the within bond in every
particular, without alteration or
enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

SCHEDULE I

<u>Maturity Date</u>	<u>Principal Installments</u>
May 1, 2013	\$
May 1, 2014	
May 1, 2015	
May 1, 2016	
May 1, 2017	
May 1, 2018	
May 1, 2019	
May 1, 2020	
May 1, 2021	
May 1, 2022	
May 1, 2023	
May 1, 2024	
May 1, 2025	
May 1, 2026	
May 1, 2027	
* * * * *	* * * * *

Section 1.05. Payment of each principal installment and the interest on the Series 2013 Bond which is payable and is punctually paid or duly provided for shall be made by the Bond Registrar on each principal and each interest payment date to the person in whose name such Bond (or one or more Predecessor Bonds) is registered on the registration books of the City at the close of business on the Regular Record Date by check mailed to such person at his address as it appears on such registration books or, if so instructed by the registered owner of the Series 2013 Bond (which instructions shall remain in effect until revoked by subsequent written instructions), by wire transfer to an account in the continental United States.

Section 1.06. It is hereby determined to sell the 2013 Bond at private sale without advertisement to Capital One Public Funding, LLC, in the amount and at the interest rate set forth in this Resolution at a price of not less than the face value of the Series 2013 Bond subject to the approval thereof by the City Manager of the City or the Director of Financial Services of the City and the General Manager or the Chief Financial Officer of the Commission.

Section 1.07. The Bank of New York Mellon Trust Company, N.A. is hereby appointed to serve as Escrow Agent under the Escrow Deposit Agreement. The Escrow Deposit Agreement (the "Escrow Deposit Agreement") between the City and The Bank of New York Mellon Trust Company, N.A. as Escrow Agent, in the form presented at the meeting at which this Series Resolution is adopted, is hereby approved, and the Mayor, the City Manager or Director of Financial Services is authorized to execute and deliver the Escrow Deposit Agreement in substantially the form so approved.

The Arbitrage Group, Inc. is hereby appointed to serve as Verification Agent for purposes of providing an independent confirmation of the sufficiency and yield of the securities credited to the Escrow Fund created under the Escrow Deposit Agreement.

The City authorizes the Escrow Agent to submit a subscription for purchase and issue of United States Treasury Securities - State and Local Government Series or, alternatively, the City Manager or the Director of Financial Services directly or through an agent to obtain not less than three bids for a portfolio of Defeasance Obligations. If the General Manager of the Commission and the City Manager or Director of Financial Services of the City shall determine that the same shall improve the efficiency of the Escrow Fund created under the Escrow Deposit Agreement, the City Manager or the Director of Financial Services of the City is further authorized to enter into agreements and give instructions, for the purchase of Defeasance Obligations for periods when the moneys credited to the Escrow Fund would otherwise be uninvested.

The Indebtedness to be Refunded shall, as applicable, be redeemed on the date of issue of the Series 2013 Bond, or called in accordance with the provisions of the Escrow Deposit Agreement, be called for redemption on the earliest date on which they may be called for optional redemption at the applicable redemption prices set forth in the Escrow Deposit Agreement.

Section 1.08. Simultaneously with the delivery of the Series 2013 Bond, the Trustee shall apply the proceeds of the Series 2013 Bond as follows:

(a) for payment on the date of issue of the Series 2013 Bond of the outstanding callable principal payments of (i) the City's Combined Enterprise System Revenue Refunding Bond, Series 2003B and (ii) the City outstanding State of North Carolina Water Revolving Fund Loans issued in 2001, 2003 and 2005;

(b) to the Escrow Fund created in the Escrow Deposit Agreement in the amount required by and in accordance with the provisions of the Escrow Deposit Agreement; and

(c) the balance of such proceeds shall be deposited in a special account hereby created in the Construction Fund designated "Greenville Utilities Commission Series 2013 Bond Cost of Issuance Account" to the credit of which the amount for costs of issuance of the Series 2013 Bond will be deposited.

Section 1.01. Subject to the provisions of Section 507 of the Order, the Commission shall, on or before the twenty-fifth (25th) day of the months hereinafter specified, withdraw from the Operating Checking Account moneys held for the credit of the Appropriate Operating Funds in such amounts as shall be necessary for the purpose of making the transfers or deposits to be made pursuant to clauses (a) and (b) of this Section:

(a) commencing on April 25, 2013, and continuing on the 25th day of each April and October thereafter, to the Trustee for deposit to the credit of the Interest Account, such amount thereof (or the entire sum so withdrawn if less than the required amount) as is equal to the amount of interest to become due and payable on the Series 2013 Bond on the next ensuing interest payment date for the Series 2013 Bond, after taking into account any amounts then held for the credit of the Interest Account for the payment of such interest.

(b) commencing on April 25, 2013, and continuing on the 25th day of each August thereafter, to the Trustee for deposit to the credit of the Principal Account created by the Order, such amount, if any, of the balance remaining after making the transfer under clause (a) above (or the entire balance if less than the required amount) as is sufficient to make full and timely payment of the principal installment of the Series 2013 Bond to become due and payable on the next ensuing May 1, after taking into account any amounts then held for the credit of the Principal Account created by the Order for the payment of such principal.

Section 1.10. In the event of a Determination of Taxability (as defined below), the interest rate payable on the Series 2013 Bond, from and after the date on which the interest on the Series 2013 Bond is first includable in the gross income of the owner hereof as a result of an Event of Taxability, shall be immediately increased to such rate as shall provide the owner hereof with the same rate of return on an after-tax basis that the owner hereof would have otherwise received on this bond if such Determination of Taxability and loss of tax-exemption had not occurred and which will also compensate the owner hereof for all penalties, fines, interest, and additions to tax that are imposed on the owner hereof as a result of the loss of the exclusion of tax-exemption on the interest on this bond. The owner shall provide a certificate documenting said impact and adjustment to interest rate. In the event of a Determination of Taxability, the owner hereof shall provide the City with a new debt service schedule which reflects the new interest rate.

"Determination of Taxability" means and shall be deemed to have occurred on the date when (a) the City shall receive notice from the owner of the Series 2013 Bond that the Internal Revenue Service has assessed as includable in gross income the interest on the Series 2013 Bond or the City or Commission files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability (as defined below) has occurred, (b) on the date when the owner of the Series 2013 Bond has received a written opinion by an

attorney or firm of attorneys of recognized standing on the subject of tax-exempt municipal finance, to the effect that an Event of Taxability has occurred or (c) the City or the owner of the Series 2013 Bond shall receive a final notice from the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) that the interest on the Series 2013 Bond is includable in the gross income of owner thereof for federal income tax purposes.

“Event of Taxability” means (i) the occurrence or existence of any fact, event or circumstance resulting from the taking of any action by the City or the Commission, or the failure to take any action by the City or Commission required by the Order or this Resolution or the making by the City or the Commission of any misrepresentation in any document or certificate executed by the City or Commission in connection with the transactions contemplated by this Resolution which has the effect of causing the interest on the Series 2013 Bond to be not excludable, in whole or in part, from the gross income of the owner thereof for federal income tax purposes pursuant to Section 103 of the Code or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which resulted from the taking of any action by the City or the Commission, or the failure to take any action by the City or Commission required by the Order or this Resolution or the making by the City or the Commission of any misrepresentation in any document or certificate executed by the City or Commission in connection with the transactions contemplated by this Resolution, which decree, judgment or action shall be final under applicable procedural law and which has the effect of causing interest paid or payable on the Series 2013 Bond to become includable, in whole or in part, in the gross income of the owner thereof for federal income tax purposes.

Section 1.11. The City Council hereby requests the Local Government Commission of North Carolina (the “LGC”) to award the Series 2013 Bond at private sale without advertisement to Capital One Public Funding, LLC, in the amount and at the interest rate set forth in this Resolution at a price of not less than the face value of the Series 2013 Bond plus any interest accrued thereon from the date thereof to the date of delivery of and payment therefor, subject to the approval thereof by the City Manager of the City or the Director of Financial Services of the City. If the LGC awards the Series 2013 Bond as hereinabove requested to Capital One Public Funding, LLC, the provisions of the Bond Purchase Agreement between Capital One Public Funding, LLC and the LGC and approved by the City and the Commission relating to the purchase of the Series 2013 Bond (the “Bond Purchase Agreement”) and presented to the City Council for its consideration are hereby approved in all respects, and the City Manager of the City or the Director of Financial Services of the City is hereby authorized to signify such approval by the execution of the Bond Purchase Agreement in substantially the form presented, such execution to be conclusive evidence of the approval thereof by the City.

Section 1.12. The City shall deliver to Capital One Public Funding, LLC (or its successors and assigns, as applicable) in each Fiscal Year within 150 days after the close of each Fiscal Year, a copy of the audit report for such Fiscal Year and the other documents to be prepared in connection with such audit report as required by Section 712 of the Order.

Section 1.13. Notwithstanding any other provisions of the Order or this Resolution, the Bond Registrar shall not register the transfer of the Series 2013 Bond to any person other than a bank, an insurance company or a similar financial institution unless such transfer has been previously approved by the LGC. This section may not be amended without the prior written consent of the LGC.

Section 1.14. The officers, agents and employees of the City and the Commission and the officers and agents of the Trustee and the Bond Registrar are hereby authorized and directed to do all acts and things required of them by the provisions of the Series 2013 Bond, the Order, the Bond Purchase Agreement and this Resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein.

Section 1.15. This Resolution shall take effect immediately upon its adoption.

Adopted this the 4th day of March, 2013.

Allen M. Thomas
Mayor

[SEAL]

ATTEST:

Carol L. Barwick
City Clerk



City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

Title of Item: Supplemental agreement with the North Carolina Department of Transportation on construction of sidewalk along Charles Boulevard from Red Banks Road to Hyde Drive

Explanation: **Abstract:** Supplemental agreement with the North Carolina Department of Transportation (NCDOT) to request a time extension on the construction of sidewalk along Charles Boulevard from Red Banks Road to Hyde Drive. There is no fiscal impact associated with this request.

Explanation: City staff has requested a time extension on the original municipal agreement with the North Carolina Department of Transportation (NCDOT) to construct sidewalk along Charles Boulevard from Red Banks Road to Hyde Drive. The agreement includes the participation of the City and NCDOT in the construction of approximately 3750 linear feet of 5' wide concrete sidewalk along the west side of Charles Boulevard from Red Banks Road to Hyde Drive. NCDOT has agreed to provide \$50,000 in funds to assist in the construction of the sidewalk. This supplemental agreement extends the project completion time to June 30, 2013.

Construction is scheduled to begin in spring 2013.

Fiscal Note: There are no fiscal impacts associated with this request.

Recommendation: City Council approve the supplemental agreement with NCDOT for construction of sidewalk along Charles Boulevard from Red Banks Road to Hyde Drive.

Attachments / click to download

 [Supplemental Agreement for Charles Blvd Sidewalk](#)

NORTH CAROLINA
PITT COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 01/04/2013

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS ELEMENT: 3602.3.10

CITY OF GREENVILLE

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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

WITNESSETH:

WHEREAS, the Department and City of Greenville, on 1/3/2012, entered into a certain Locally Administered Project Agreement for the original scope: construction of a 5 ft. wide concrete sidewalk extending along the west side of Charles Boulevard from Red Banks Road to Hyde Drive in Greenville, programmed under WBS Element 3602.3.10; and,

WHEREAS the Department and the Municipality have agreed to extend the completion date of the Project:

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

RESPONSIBILITIES

The Municipality shall complete the project by June 30, 2013.

TITLE VI

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

Except as hereinabove provided, the Agreement heretofore executed by the North Carolina Department of Transportation and City of Greenville on 1/3/2012, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the North Carolina Department of Transportation and the Municipality by authority duly given.

ATTEST: CITY OF GREENVILLE
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____ DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by _____ (Governing Board) of the City of Greenville as attested to by the signature of _____, Clerk of the _____ (Governing Board) on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

Title of Item: Contract award for the purchase of two transit buses

Explanation: **Abstract:** The purchase of two transit buses was programmed by City Council as part of the planned budget for FY 2014 when the budget for FY 2013 was formally adopted. There is an existing federal grant that can be used for this purpose. Likewise, there is also a transit bus purchase contract that remains in effect.

Explanation: There are currently 11 buses in the GREAT transit service fleet. Six of these buses are required for regular fixed route service. At least one (1) additional bus is needed from time to time to alleviate overcrowding on the routes to and from Pitt Community College. Therefore, there are currently only four (4) buses available as spares and for maintenance. This spare ratio may be reduced even further depending on the recommendations arising out of the Short Range Transit Plan that is being developed. Just as importantly, the City must begin to replace the four (4) oldest (2003 model) buses in the current fleet in FY 2015.

As part of the planned budget for FY 2014 when the FY 2013 budget was formally adopted, City Council approved the purchase of two (2) buses. These buses will be 35-foot, low-floor, bus rapid transit, clean diesel buses manufactured by the GILLIG Corporation per the North Carolina Consolidated Procurement Consortium Contract that remains in effect until June 30, 2013. The City last purchased buses under this Contract in September 2009 and is able to do so again as long as the award date is prior to the Contract expiration date.

Fiscal Note: Funding for the purchase of the two buses is from a FY 2008 federal grant as denoted below, which is in jeopardy of lapsing if not obligated by the City by March 31, 2013. No new funding is needed.

Federal Share	\$678,433
---------------	-----------

State Share	\$ 84,804
Local Share	\$ 84,804
TOTAL	\$848,041

Recommendation: Award contract to the GILLIG Corporation for the manufacture and delivery of two (2) 35-foot, low-floor, bus rapid transit, clean diesel buses per the terms and conditions in the North Carolina Consolidated Procurement Consortium Contract, and in an amount not to exceed \$803,116.00.

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

Attachments / click to download

 [Bus Purchase](#)



Post Office Box 3008
Hayward, CA 94540-3008
(510) 785-1500
FAX: (510) 785-6819

February 5, 2013

Mr. Stephen Mancuso
Transit Manager
City Of Greenville
Public Works Department
1500 Betty St.
Greenville, NC 27834

Dear Stephen,

Thank you for your interest to purchase two (2) 35' Low Floor BRT DIESEL buses off the North Carolina Consortium contract. Please see the price variance dated 2-5-2013 for complete details.

Gillig is pleased to quote the following:

(2) 35' LF BRT DIESEL BUSES **\$401,558.00 Each**

This price is FOB Greenville, NC. Prices exclude any taxes and license fees. The production of your buses can be scheduled upon receipt of purchase order.

We thank you for this opportunity and appreciate your continued interest in Gillig and our products. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Butch Sibley
Regional Sales Manager
Gillig LLC
510-589-9430
bsibley@gillig.com

Thank You for Supporting American Jobs!

PRICE SUMMARY, 2-5-2013
GREENVILLE, NC
(2) 35 FT L/F BRT DIESEL
SN: TBD

ITEM	NC CONSORTIUM	GREENVILLE, NC	COST
ALTERNATOR	DELCO 50DN	NIEHOFF C-703	\$763.00
FUEL FILL	EMCO WHEATON	STD GRAVITY	(\$600.00)
WEBASTO AUXILIARY COOLANT HEATER	REQUIRED	NOT REQUIRED	(\$2,200.00)
AUX. FRONT DOOR THRESHOLD HEATER	REQUIRED	NOT REQUIRED	(\$220.00)
AUXILARY FAN ON DASH	NOT REQUIRED	REQUIRED	\$76.00
WRAPAROUND BARRIER W/ 3 SCHEDULE HOLDER SLOTS W/ HOLDER	NOT REQUIRED	REQUIRED	\$523.00
DRIVERS SEAT	USSC EVOLUTION	USSC ALX3	(\$120.00)
PASSENGER WINDOWS	BONDED FIXED	BONDED TRANSOM	\$1,509.00
FAREBOX	NOT REQUIRED	DIAMOUND SV	\$1,230.00
FUEL GUAGE ON DASH	NOT REQUIRED	REQUIRED	\$148.00
ENGINE OIL PRESSURE AND TEMP GUAGE	NOT REQUIRED	REQUIRED	\$100.00
CUSTOM PAINT & DECAL	NOT REQUIRED	REQUIRED (SAME AS LAST ORDER)	\$2,310.00
ROOF NUMBERS	REQUIRED	NOT REQUIRED	(\$60.00)
BIKE RACK	STAINLESS STEEL	BLACK POWDER COATED	(\$326.00)
VIDEO SURVEILLANCE	NOT REQUIRED	VERINT 5/1 CAMERA SYS.	\$9,173.00
ITS PRE-WIRE	REQUIRED	NOT REQUIRED	\$1,274.00
DRIVERS HANDBOOK	1 PER 3 BUS ORDER	20 HANDBOOKS FOR 2 BUSES	\$237.00
PASSENGER COUNTER	GLOBE 0303	1 ROW 6 TALLY	\$240.00
FIRST AID KIT	NOT REQUIRED	24 UNIT	\$62.00

GREENVILLE, NC CHANGES**\$11,571.00****WILMINGTON, NC 35' BRT DIESEL BASE PRICE 6-'12 / 6-'13****\$389,987.00****DELIVERY**

INCL IN BASE

GREENVILLE, NC 35' L/F BRT DIESEL PRICE 2-5-2013**\$401,558.00**



Post Office Box 3008
Hayward, CA 94540-3008
(510) 785-1500
FAX: (510) 785-6819

August 24, 2012

Mr. Albert Eby
Executive Director
WAVE Transit Authority
P.O. Box 12630
Wilmington, NC 28405

**SUBJECT: NC CONSORTIUM (WILMINGTON, NC) CONTRACT # IFB 09-06 PRICE
ADJUSTMENT**

Dear Albert,

On June 22, 2009 GILLIG was awarded a multi - year contract to supply heavy duty low floor transit buses. In accordance with the contract section 2.2.4.4 Price Adjustments; The prices were fixed for the first twelve (12) months beginning on the date of contract award and allows for price adjustments on each consecutive twelve (12) month period based on the Producer Price Index (PPI) 1413 Truck and Bus Bodies.

Gillig respectfully requests your approval of a PPI adjustment for the term June 2012 to June 2013. Please see the attached price summary dated August 24, 2012 for complete details.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Butch Sibley
Regional Sales Manager
Gillig LLC
510-589-9430
bsibley@gillig.com

Thank you for supporting American Industry.



**NC CONSORTIUM (WILMINGTON) No.09-06 PRICE ADJUSTMENT
PRICE SUMMARY 8-24-2012
2012 / 2013**

35 FT LOW FLOOR BRT DIESEL

<u>ITEM</u>	<u>COST</u>
NC CONSORTIUM 35' LF BRT DIESEL CONTRACT BASE UNIT PRICE 6-25-2009	\$371,917.00
PPI 1413 ADJUSTMENT 219.7 (JUN'11) / 215.8 (JUN'09) = 1.80%	\$6,694.00
NC CONSORTIUM 35' LF BRT DIESEL BASE UNIT PRICE THRU JUNE 2012	\$378,611.00
PPI 1413 ADJUSTMENT 225.4 (JUN'12 / 219.7 (JUN'11) = 2.59%	\$9,806.00
2013 EPA ENGINE AND EQUIPMENT	\$1,570.00
NC CONSORTIUM 35' LF BRT DIESEL BASE UNIT PRICE THRU JUNE 2013	\$389,987.00

35 FT LOW FLOOR BRT HYBRID

<u>ITEM</u>	<u>COST</u>
NC CONSORTIUM 35' LF BRT HYBRID CONTRACT BASE UNIT PRICE 6-25-2009	\$563,917.00
PPI 1413 ADJUSTMENT 219.7 (JUN'11) / 215.8 (JUN'09) = 1.80%	\$10,150.00
NC CONSORTIUM 35' LF BRT HYBRID BASE UNIT PRICE THRU JUNE 2012	\$574,067.00
PPI 1413 ADJUSTMENT 225.4 (JUN'12 / 219.7 (JUN'11) = 2.59%	\$14,868.00
2013 EPA ENGINE AND EQUIPMENT	\$1,570.00
NC CONSORTIUM 35' LF BRT HYBRID BASE UNIT PRICE THRU JUNE 2013	\$590,505.00

40 FT LOW FLOOR BRT HYBRID

<u>ITEM</u>	<u>COST</u>
NC CONSORTIUM 40' LF BRT HYBRID CONTRACT BASE UNIT PRICE 6-25-2009	\$569,917.00
PPI 1413 ADJUSTMENT 219.7 (JUN'11) / 215.8 (JUN'09) = 1.80%	\$10,258.00
NC CONSORTIUM 40' LF BRT HYBRID BASE UNIT PRICE THRU JUNE 2012	\$580,175.00
PPI 1413 ADJUSTMENT 225.4 (JUN'12 / 219.7 (JUN'11) = 2.59%	\$15,026.00
2013 EPA ENGINE AND EQUIPMENT	\$1,570.00
NC CONSORTIUM 40' LF BRT HYBRID BASE UNIT PRICE THRU JUNE 2013	\$596,771.00

**INTERLOCAL AGREEMENT
FOR THE PROCUREMENT OF
BUSES AND BUS EQUIPMENT AND PARTS**

BETWEEN

CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY

and

City of Greenville

This **INTERLOCAL AGREEMENT** is entered into this 28th day of May, 2009,
by and between the **CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY**, a North
Carolina Public Transportation Authority (the "Procuring Agent") and the **CITY OF
GREENVILLE**, a North Carolina entity with the status of a North Carolina Municipal
Corporation (the "Principal");

Section 1. Purpose of Agreement. The purpose of this Agreement ("Agreement") is
to allow the parties to obtain buses and bus equipment and parts more quickly and less
expensively than if they procured them independently.

Section 2. Delegation of Authority. The Principal hereby delegates to the Procuring
Agent the authority to conduct a bid procurement for the manufacture and delivery of
low floor transit buses, alternate equipment, optional equipment, and identified spare
parts (said buses, equipment, and spare parts are referred to hereafter as the "Goods")
and to enter into procurement contract(s) for the purchase of the Goods on behalf of
the Principal. This Agreement does not obligate the Principal to purchase any of the
Goods.

Section 3. Effective Date of Agreement. This Agreement shall become effective
May, 28, 2009.

Section 4. Procurement Procedures. The Procurement shall conform to the terms
and Conditions set forth in the March 2009 document entitled "North Carolina
Consolidated Bus Procurement - Cape Fear Public Transportation Authority, Lead
Agency", except to the extent, if any, that the Procuring Agency finds, after consultation
that it is appropriate to vary from that document.

ORIGINAL
Item # 8

Section 5. Award of Contract. The bids shall be reviewed by the persons designated by the Procuring Agent and the Principal, and they will present a recommendation to the Authority Board of the Procuring Agent for the award of the procurement contract(s). The Authority Board of the Procuring Agent may consider, but is not bound by the recommendation. Once the procurement contract(s) have been executed by the Procuring Agent and the vendor(s), a copy of procurement contract(s) shall be forwarded to the Principal. Upon receipt of the procurement contract(s) the Principal may issue its individual Purchase Order(s) to the vendor(s) that has/have executed the procurement contract(s). The Principal shall thereby buy the Goods from the vendor(s) and not from the Procuring Agency. In no event will the Procuring Agent assume any responsibility for any contract resulting from this agreement between any Principal and any bus or bus equipment provider(s).

Section 6. Record Retention. The Procuring Agent and the Principal agree to retain all documentation relating to the procurement for a period of not less than three years after the date of the last vehicle delivery pursuant to the procurement, except in the event of litigation or settlement of claims arising from the performance of the procurement contract(s), in which case the Procuring Agent and Principal agree to maintain same until all such litigation, appeals, claims or exceptions related thereto have been resolved.

Section 7. Miscellaneous.

(a) Duration. This Agreement shall be perpetual, unless terminated earlier by mutual agreement. The governing body of each party hereto has determined that duration to be reasonable. On such termination, all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives.

(b) Appointment of Personnel. The Authority Board Chairperson shall designate persons to carry out the Procuring Agent's obligations under this Agreement. The City Manager shall designate persons to carry out the Principal's obligations under this Agreement.

(c) Amendment and Termination. This Agreement may be amended or terminated by agreement of the parties.

(d) Benefit of Agreement. This Agreement is for the benefit of only the parties hereto and not any other person, firm, or corporation.

(e) Nature of Agreement and Transaction. The Procuring Agent's sole responsibilities under this Agreement are to conduct a bid procurement as described in this Agreement and to enter into the procurement contract(s) for the benefit of the Principal, also as described in this Agreement. In performing under this Agreement, the Procuring Agent is acting as the agent for the Principal, provided that the Procuring Agent may also purchase Goods for itself in the same procurement process. The Procuring Agent does not warrant, or give any opinion, that this procedure, by which the Procuring Agent solicits bids and enters into procurement contract(s) on behalf of the Principal, will be successful, lawful, in compliance with regulations, or effective. The Principal shall not hold the Procuring Agent liable for any deficiencies in, or failure of, this procedure. The Procuring Agency shall not be liable for any breach of the procurement contract(s) by the vendor(s) or by the Principal, and the Purchase Order(s) issued by the Principal shall so state. The Principal shall indemnify the Procuring Agent for, and hold the Procuring Agent harmless from, any claim by any person, firm, or corporation regarding this procedure or regarding the sale or purchase of the Goods. The Procuring Agent shall not be considered the buyer or seller of any of the Goods, and the PROCURING AGENT SHALL NOT BE LIABLE TO THE PRINCIPAL ON ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) with respect to any of the Goods.

Section 8. Governing Law and Forum. This Agreement shall be construed and interpreted in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement that are between the parties to this Agreement shall be the North Carolina General Court of Justice, in New Hanover County. The preceding sentence does not govern actions between the Principal and any person, firm, or corporation other than the Procuring Agent.

Section 9. Cape Fear Public Transportation Authority Policy. The Cape Fear Public Transportation Authority (Wave Transit) is committed to ensuring that no person is excluded from participating in or denied the benefits of any the authority's services on the basis of race, color, national origin, sex, age, disability or socioeconomic status as protected by Title VI of the Civil Rights Act of 1964 and the Executive Order on

Environmental Justice. Anyone believing to have been subjected to discrimination under Title VI by the authority, its employees or agents, are entitled to file a complaint.

This Agreement has been executed by the Principal and the Procuring Agent by and through duly authorized representatives.



(seal)

CAPE FEAR PUBLIC
TRANSPORTATION AUTHORITY

By: *William Bryden*
William Bryden, Chairman

ATTEST:

George Dolan
George Dolan, Secretary

(seal)

The City of Greenville
Principal

By: *Patricia C. Dunn*

Patricia C. Dunn/Mayor
name/title

ATTEST:

Wanda T. Elks
Wanda T. Elks/City Clerk
name/title

APPROVED AS TO FORM

Andrew W. Olsen
Andrew W. Olsen, Legal Counsel

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Catherine C. Beasley
Catherine C. Beasley, CPA, Finance Director

ORIGINAL



City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

Title of Item: Extension of Uptown Greenville Contract for Services

Explanation: **Abstract:** City Council is being asked to consider extending the current contract for services with Uptown Greenville by four (4) months until June 30, 2013. No additional fees will be paid as a result of the extension.

Explanation: Beginning in 2010, the City Council has approved requests to execute annual contracts with Uptown Greenville in the amount of \$25,000 for the provision of a defined set of services. That amount was increased by City Council to a total of \$50,000 per year in September 2012. The full contract amount for the current contract, which expired on February 28, 2013, has been paid by the City of Greenville to Uptown Greenville.

The services outlined in the approved contract for 2012 (attached), include business recruitment and retention, beautification projects, management of special events and promotions, along with organization and management of public input for infrastructure projects in the Uptown Commercial District. The Uptown organization is also charged with assessing the feasibility and developing support for the establishment of a municipal services district within the City's urban core. As required by the contract, Uptown Greenville has reported their progress toward fulfilling the terms of the contract at the mid-term.

Uptown Greenville has informed City staff that their organization is moving toward adoption of a budget that parallels the current City fiscal year which begins on July 1 and ends on June 30th. Uptown Greenville has agreed that the current contract should be extended such that it will terminate on June 30, 2013. Uptown Greenville will provide City Council with a final activity report for the year and will request that a new contract in the amount of \$50,000 commence on July 1, 2013, with an expiration date of June 30, 2014.

Fiscal Note: A total of \$50,000 has been paid to Uptown Greenville as per the terms of the current contract and no additional payments will be made to the organization related to the four (4) month contract extension.

Recommendation: Staff is of the opinion that the Uptown Greenville organization provides valuable services to the City and recommends that the current contract for services be extended for a period of four (4) months until June 30, 2013.

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

Attachments / click to download

 [Uptown Contract 2012 - 2013](#)

 [Uptown Contract Letter 2012 - 2013](#)

NORTH CAROLINA
PITT COUNTY

AMENDMENT TO
CONTRACT FOR SERVICES

This AMENDMENT TO CONTRACT FOR SERVICES is made as of the 10th day of September, 2012, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and Evergreen of Greenville, Inc. doing business as Uptown Greenville, a North Carolina nonprofit corporation (UPTOWN);

WITNESSETH

WHEREAS, the parties entered into a CONTRACT FOR SERVICES (CONTRACT) on February 12, 2010, March 29, 2011, and most recently, March 5, 2012 for services to be performed by UPTOWN for the CITY and the sum of \$25,000 paid by the CITY to UPTOWN.

WHEREAS, the parties desire to amend the CONTRACT so that additional services will be performed by UPTOWN for the additional sum of \$25,000 paid by the CITY to UPTOWN, for a total annual payment of \$50,000 paid by the CITY to UPTOWN.

NOW, THEREFORE, the parties hereto agree to amend the CONTRACT as follows:

1. Section 3, Specific Work to be Performed, subsection I, Business Recruitment and Retention, is amended by the addition of sections G, H, and I, which shall read as follows:

- G. Assist the City of Greenville with developing a list of 5-10 businesses that would be a good fit for recruitment to Greenville's Uptown district including a hotel and mixed-used development opportunities. Uptown Greenville will assist the City with outreach, marketing and recruitment activities as needed in order to attract and locate those businesses in the Uptown district.
- H. Assist the City of Greenville with marketing for economic development initiatives to include SEED, a co-working space partnership with the Chamber of Commerce, the Small Business Plan competition and the Façade Improvement Grant program, new Amtrak shuttle, events at Five Points Plaza and fundraising efforts for projects in Uptown Greenville such as the Uptown Community Arts Space and Go-Science.
- I. Assist the City of Greenville in developing options for the location of an Arts Incubator within the Uptown District.

2. Section 3, Specific Work to be Performed, subsection II, Uptown Beautification, is amended by the addition of section E, which shall read as follows:

E. Lead a campaign to improve lighting levels in the Uptown district.

3. Section 3, Specific Work to be Performed, subsection IV, Guidance for Public Infrastructure Projects, is amended by the addition of section F, which shall read as follows:

F. Mesh the interest of East Carolina University, Uptown, property owners, government agencies and others into actionable plans for economic growth.

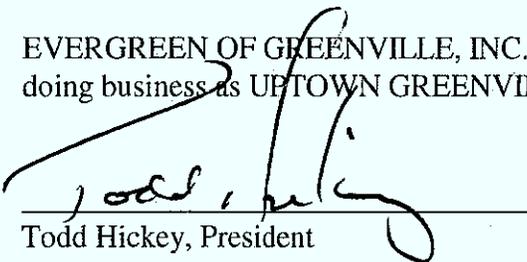
4. Payment of the additional \$25,000 will be made by the CITY to UPTOWN within 30 days of the effective date of this AMENDED CONTRACT FOR SERVICES.

5. This AMENDMENT TO CONTRACT FOR SERVICES shall commence on September 13, 2012, and terminate on February 28, 2013.

6. All other Sections of the CONTRACT remain unchanged and in full effect as stated in the CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT TO CONTRACT FOR SERVICES, in duplicate originals, as of the day and year first written above.

EVERGREEN OF GREENVILLE, INC.
doing business as UPTOWN GREENVILLE



Todd Hickey, President

ATTEST:



~~Ashley Sierant, Secretary~~

Bianca Showman, Director

CITY OF GREENVILLE



Barbara Lipscomb
Barbara Lipscomb, City Manager

ATTEST:

Carol L Barwick
Carol L Barwick, City Clerk

APPROVED AS TO FORM:

David A. Holec
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

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

010-8084-402.08-21



Carl J. Rees
Economic Development Officer
City of Greenville
P.O. Box 7207
Greenville, NC 27835

Carl,

Per a request from City staff Uptown Greenville agrees to extend the current contract in order to align with the City of Greenville's fiscal year. In June 2013, Uptown Greenville will seek a new one-year contract for \$50,000 for the term of July 1, 2013 – June 30, 2014. Uptown Greenville will report back to City Council on progress toward fulfilling the current contract in June.

It's a pleasure working with the City of Greenville.

Sincerely,

A handwritten signature in blue ink that reads "Bianca G. Shoneman". The signature is fluid and cursive.

Bianca Shoneman
Uptown Greenville

look. play. eat. shop. relax.

www.uptowngreenville.com • 301 South Evans Street, Suite 101 • PO Box 92 • Greenville NC 27835 • 252.561.8400



City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Affordable Housing Loan Committee
- b. Youth 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 Affordable Housing Loan Committee and Youth Council are scheduled to make their annual presentations to City Council on March 4.

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 Affordable Housing Loan Committee and Youth Council are scheduled to make their annual presentations to City Council at the March 4, 2013, City Council meeting.

Fiscal Note: N/A

Recommendation: Hear the presentations by the Affordable Housing Loan Committee and Youth Council

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 3/4/2013
Time: 6:00 PM

-
- Title of Item:** Consideration of returning to a more transparent budget process that equally involves all members of the Council and Mayor, as was used in years prior to 2012, and ending the practice of naming a Budget Subcommittee as was used in 2012
- Explanation:** This item was requested by Council Member Mercer.
- Fiscal Note:** N/A
- Recommendation:** Staff will defer to Council direction.

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

Attachments / click to download

[2013_2014_Budget_Schedule_948599](#)

City of Greenville, NC
Proposed Detailed Budget Schedule
Fiscal Year 2013 - 2014
ADOPTED

Monday	November 5, 2012	Budget Schedule presented to City Council
Fri-Sat	January 25-26, 2013	City Council Planning Session
Monday	March 18, 2013	City Council Budget Committee meeting
Monday	April 15, 2013	City Council preview of Proposed City budget
Wednesday	May 1, 2013	Proposed City, GUC, SML and CVA budgets distributed to City Council
Monday	May 13, 2013	Proposed City, GUC, SML and CVA budgets presented to City Council
Monday	May 20, 2013	City Council Budget Committee meeting (Optional)
Monday	May 27, 2013	Public display of balanced budgets prior to the Public Hearing
Monday	June 10, 2013	Public Hearing - Fiscal Year 2013 - 2014 Budget
Thursday	June 13, 2013	Adoption of the Fiscal Year 2013 - 2014 Budget

Doc # 948599