



Agenda

Greenville City Council

December 12, 2013
7:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Mayor Thomas

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

- John Jenkins, Police Department Retiree

VII. Appointments

1. Appointments to Boards and Commissions

VIII. Consent Agenda

2. Minutes from the March 7, 2013 and November 18, 2013 City Council meetings
3. Resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Section 5303 Planning Grant Funds
4. Contract with East Coast Grading & Utilities, LLC for Moyewood Stormwater Pond repairs
5. Change order for the Construction Manager at Risk Contract for Pre-Construction Services on the Uptown Parking Deck

6. Contract with Tripp Brothers, Inc. for On-Call Utility Cut Repairs
7. Agreement with First Southwest Company for Financial Advisory Services
8. Report on Contracts Awarded
9. Various tax refunds greater than \$100
10. Resolution of intent to close a portion of an alley on the north side of 205 and 207 East Fifth Street

IX. New Business

Public Hearings

11. Ordinance requested by Beacon Investments, LLC to rezone 2.966 acres located along the northern right-of-way of Old Fire Tower Road and 670± feet east of County Home Road from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family])
12. Ordinance requested by Jeffrey K. Bailey to rezone 0.8214 acres located west of Charles Boulevard and 90± feet north of Old Fire Tower Road from RA20 (Residential-Agricultural) and OR (Office-Residential [High Density Multi-family]) to CH (Heavy Commercial)
13. Ordinance requested by Tobacco Warehouse District, LLC to rezone 0.471 acres (20,509 square feet) located along the southern right-of-way of Dickinson Avenue and 45± feet west of West 8th Street from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial)
14. Ordinance to designate the property known as the Wiley Cobb House and Grounds, located at 300 South Pitt Street, as a Historic Landmark
15. Approval of the Updated Analysis of Impediments to Fair Housing Choice

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.

Other Items of Business

16. Contract with Rhodeside & Harwell, Inc. for professional services associated with the Tar River Utilization Study
17. 2014 Schedule of City Council meetings
18. Budget and capital improvement program schedule for fiscal years 2014-2015 and 2015-2016
19. Report on Tire Storage Activities and Alternatives for Text Amendments
20. Parade and Event Permitting Concerns

X. Comments from Mayor and City Council

XI. City Manager's Report

XII. Adjournment



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Appointments to Boards and Commissions

Explanation: **Abstract:** The City Council fills vacancies and makes reappointments to the City's Boards and Commissions. Appointments are scheduled to be made to ten of the Boards and Commissions.

Explanation: City Council appointments need to be made to the Environmental Advisory Commission, Greenville Bicycle and Pedestrian Commission, Historic Preservation Commission, Human Relations Council, Investment Advisory Committee, Planning & Zoning Commission, Police Community Relations Committee, Redevelopment Commission, Sheppard Memorial Library Board, and Youth Council.

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Environmental Advisory Commission, Greenville Bicycle and Pedestrian Commission, Historic Preservation Commission, Human Relations Council, Investment Advisory Committee, Planning & Zoning Commission, Police Community Relations Committee, Redevelopment Commission, Sheppard Memorial Library Board, and Youth Council.

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Appointments to Boards and Commissions

December 2013

Environmental Advisory Commission

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Caroline Loop	3	First term	Resigned	April 2016

Greenville Bicycle and Pedestrian Commission

Council Liaison: Council Member Calvin Mercer

Name	District #	Current Term	Reappointment Status	Expiration Date
Liz Brown-Pickren	3	First term	Resigned	January 2015
Titus Yancey	2	First term	Did not meet attendance requirement	January 2016

Historic Preservation Commission

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Maury York	3	Unexpired term	Resigned	January 2013

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Corey Rhodes	5	First term	Resigned	September 2014

Student Representative

Name	District #	Current Term	Reappointment Status	Expiration Date
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Available
(*East Carolina University*)

Unexpired Term

Eligible

October 2012

Investment Advisory Committee

Council Liaison: Mayor Allen Thomas

Name	District #	Current Term	Reappointment Status	Expiration Date
David Damm	4	Second term	Ineligible	October 2013

Planning & Zoning Commission

Council Liaison: Council Member Max Joyner, Jr.

Name	District #	Current Term	Reappointment Status	Expiration Date
Kevin Burton (<i>Council Member Kandie Smith</i>)	1	First term	Resigned	May 31, 2015

Police Community Relations Committee

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Tom McCullough (<i>Council Member Max Joyner, Jr.</i>)	5	First term	Eligible	October 2013
Wayne Whipple (<i>Council Member Calvin Mercer</i>)	4	First term	Eligible	October 2013

Redevelopment Commission

Council Liaison: Council Member Dennis Mitchell

Name	District #	Current Term	Reappointment Status	Expiration Date
Chris Mansfield (<i>Council Member Marion Blackburn</i>)	4	First term	Ineligible	November 2013

Sheppard Memorial Library Board

Council Liaison: Council Member Dennis Mitchell

Name	District #	Current Term	Reappointment Status	Expiration Date
Jan Lewis	5	Second term	Resigned	October 2016

Youth Council

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
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9 Available Spots

Applicants for Environmental Advisory Commission

None.

Applicants for Greenville Bicycle and Pedestrian Commission

Alicia Speedy
4769 A NC HWY 33 E.
Greenville, NC 27858

Application Date: 10/3/2013

District #: 3

Home Phone:
Business Phone:
Email: aliciaspeedy@gmail.com

Applicants for Historic Preservation Commission

Scott H. Duke
2223-C Locksley Drive
Greenville, NC 27858

Application Date: 2/20/2012

District #: 4

Home Phone:
Business Phone: (252) 328-2950
Email: scotthduke@gmail.com

Dustin Mills
504 Daventry Drive
Greenville, NC 27858

Application Date: 4/9/2012

District #: 5

Home Phone: (919) 480-0791
Business Phone: (252) 558-0207
Email: dmills@pirhl.com

Tyrone O. Walston
2706 Webb Street
Greenville, NC 27834

Application Date: 6/12/2012

District #: 2

Home Phone: (252) 412-7351
Business Phone: (252) 355-8736
Email: walston_tyrone@yahoo.com

Applicants for Human Relations Council

Wanda Carr
2304 British Court
Greenville, NC 27834

Application Date: 10/13/2010

District #: 1

Home Phone: (252) 321-1409
Business Phone:
Email: carrwdc@hotmail.com

Isaac Chemmanam
402 Lochview Drive
Greenville, NC 27858

Application Date: 1/18/2012

District #: 4

Home Phone: (252) 561-8759
Business Phone: (252) 412-2045
Email: isaac.chemmanam@gmail.com

Scott H. Duke
2223-C Locksley Drive
Greenville, NC 27858

Application Date: 2/20/2012

District #: 4

Home Phone:
Business Phone: (252) 328-2950
Email: scotthduke@gmail.com

Aaron Lucier
1516 Thayer Drive
Winterville, NC 28590

Application Date: 2/23/2011

District #: 5

Home Phone: (252) 321-3910
Business Phone: (252) 328-2758
Email: luciera@ecu.edu

Brittney Partridge
925 Spring Forest Road, Apt. 9
Greenville, NC 27834

Application Date: 7/15/2010

District #: 1

Home Phone: (252) 489-8390
Business Phone:
Email: partridgeb06@students.ecu.edu

Travis Williams
3408 Evans Street Apt. E
Greenville, NC 27834

Application Date:

District #: 5

Home Phone: (252) 412-4584
Business Phone:
Email: taft1986@yahoo.com

Applicants for Investment Advisory Committee

Brian Brown
2237 Penncross Drive
Greenville, NC 27834

District #: 5

Will Litchfield
310 Dupont Circle
Greenville, NC 27858

District #: 5

Tyrone O. Walston
2706 Webb Street
Greenville, NC 27834

District #: 2

Application Date: 2/23/2011

Home Phone: (252) 414-3943

Business Phone: (252) 353-7379

Email: bbrown@myrepexpress.com

Application Date: 4/9/2010

Home Phone: (252) 364-2243

Business Phone: (252) 439-1100

Email:

Application Date: 6/12/2012

Home Phone: (252) 412-7351

Business Phone: (252) 355-8736

Email: walston_tyrone@yahoo.com

Applicants for Planning and Zoning Commission

Cornell Allen
4030 Bells Chapel Road
Greenville, NC 27858

District #: 5

Brian Brown
2237 Penncross Drive
Greenville, NC 27834

District #: 5

Dustin Mills
504 Daventry Drive
Greenville, NC 27858

District #: 5

Bridget Moore
4128A Bridge Court
Winterville, NC 28590

District #: 5

Tyler James Russell
3856 Forsyth Park Ct.
Winterville, NC 28590

District #:

Renee Safford-White
340 Beasley Drive, A3
Greenville, NC 27834

District #: 1

Howard Stearn
2818 Jefferson
Greenville, NC 27858

District #: 3

Uriah Ward
106 Osceola Drive
Greenville, NC 27858

District #: 3

Application Date: 5/8/2011

Home Phone: (252) 215-0486
Business Phone: (252) 258-9718
Email: mrcallen2436@gmail.com

Application Date: 2/23/2011

Home Phone: (252) 414-3943
Business Phone: (252) 353-7379
Email: bbrown@myrepexpress.com

Application Date: 4/9/2012

Home Phone: (919) 480-0791
Business Phone: (252) 558-0207
Email: dmills@pirhl.com

Application Date: 7/13/2011

Home Phone: (252) 355-7377
Business Phone: (252) 756-1002
Email: bmoore2004@netzero.com

Application Date:

Home Phone: (910) 840-0337
Business Phone: (252) 215-4000
Email: tjr@wardandsmith.com

Application Date: 11/1/2011

Home Phone: (252) 752-1029
Business Phone: (252) 744-3070
Email: saffordwhiter@ecu.edu

Application Date: 11/9/2011

Home Phone: (252) 862-6683
Business Phone: (252) 321-1101
Email: howardmstearn@gmail.com

Application Date: 5/7/2013

Home Phone: (252) 565-2038
Business Phone:
Email: uriahward@yahoo.com

Applicants for Police Community Relations Committee

Jumail Blount
1901-A Norcott Circle
Greenville, NC 27834

District #: 2

Isaac Chemmanam
402 Lochview Drive
Greenville, NC 27858

District #: 4

Aaron Lucier
1516 Thayer Drive
Winterville, NC 28590

District #: 5

Howard Stearn
2818 Jefferson
Greenville, NC 27858

District #: 3

Application Date: 4/12/2010

Home Phone: (252) 327-7716

Business Phone: (252) 329-4549

Email: harknot22@yahoo.com

Application Date: 1/18/2012

Home Phone: (252) 561-8759

Business Phone: (252) 412-2045

Email: isaac.chemmanam@gmail.com

Application Date: 2/23/2011

Home Phone: (252) 321-3910

Business Phone: (252) 328-2758

Email: luciera@ecu.edu

Application Date: 11/9/2011

Home Phone: (252) 862-6683

Business Phone: (252) 321-1101

Email: howardmstearn@gmail.com

Applicants for Redevelopment Commission

Cornell Allen
4030 Bells Chapel Road
Greenville, NC 27858

District #: 5

Brian Brown
2237 Penncross Drive
Greenville, NC 27834

District #: 5

Wanda Carr
2304 British Court
Greenville, NC 27834

District #: 1

Dustin Mills
504 Daventry Drive
Greenville, NC 27858

District #: 5

Brittney Partridge
925 Spring Forest Road, Apt. 9
Greenville, NC 27834

District #: 1

Tyler D Richardson
125 Squire Drive
Winterville, NC 28540

District #: 5

Application Date: 5/8/2011

Home Phone: (252) 215-0486
Business Phone: (252) 258-9718
Email: mrcallen2436@gmail.com

Application Date: 2/23/2011

Home Phone: (252) 414-3943
Business Phone: (252) 353-7379
Email: bbrown@myrepexpress.com

Application Date: 10/13/2010

Home Phone: (252) 321-1409
Business Phone:
Email: carrwdc@hotmail.com

Application Date: 4/9/2012

Home Phone: (919) 480-0791
Business Phone: (252) 558-0207
Email: dmills@pirhl.com

Application Date: 7/15/2010

Home Phone: (252) 489-8390
Business Phone:
Email: partridgeb06@students.ecu.edu

Application Date: 5/1/2013

Home Phone: (704) 641-1449
Business Phone:
Email: tdr0827@gmail.com

Applicants for Sheppard Memorial Library Board

Cornell Allen
4030 Bells Chapel Road
Greenville, NC 27858

District #: 5

Melinda Galtress
332 Cedarhurst Road
Greenville, NC 27834

District #: 5

Mary Grier
1704 South Elm Street
Greenville, NC 27858

District #: 4

Thomas Hines
211 Patrick Street
Greenville, NC 27834

District #: 1

Tyler James Russell
3856 Forsyth Park Ct.
Winterville, NC 28590

District #:

Tyrone O. Walston
2706 Webb Street
Greenville, NC 27834

District #: 2

Application Date: 5/8/2011

Home Phone: (252) 215-0486
Business Phone: (252) 258-9718
Email: mrcallen2436@gmail.com

Application Date: 4/25/2012

Home Phone: (252) 756-8915
Business Phone:
Email:

Application Date: 9/20/2011

Home Phone: (252) 756-1076
Business Phone:
Email: perfecttaste2002@yahoo.com

Application Date: 10/6/2011

Home Phone: (252) 864-4907
Business Phone: (252) 695-9066
Email: thinesg@aol.com

Application Date:

Home Phone: (910) 840-0337
Business Phone: (252) 215-4000
Email: tjr@wardandsmith.com

Application Date: 6/12/2012

Home Phone: (252) 412-7351
Business Phone: (252) 355-8736
Email: walston_tyrone@yahoo.com

Applicants for Youth Council

None.



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Minutes from the March 7, 2013 and November 18, 2013 City Council meetings

Explanation: **Abstract:** Proposed minutes from City Council meetings held on March 7, 2013 and November 18, 2013 are presented for review and approval by the City Council.

Explanation: Proposed minutes from City Council meetings held on March 7, 2013 and November 18, 2013 are presented for review and approval.

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

Recommendation: Review and approve proposed minutes from City Council meetings held on March 7, 2013 and November 18, 2013.

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- [Proposed_Minutes_of_the_March_7_2013_City_Council_Meeting_968272](#)
- [Proposed_Minutes_of_November_18_2013_City_Council_Meeting_967818](#)

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MARCH 7, 2013



A regular meeting of the Greenville City Council was held on Thursday, March 7, 2013 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 7:00 pm. Council Member Joyner 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

Mayor Thomas noted a number of individuals from other municipalities were present who have an interest in the item on Regional Interstate Connectivity in Eastern North Carolina. He asked if that item could be advanced in the agenda once all interested parties had arrived.

Council Member Joyner moved to approve the agenda, with Mayor Thomas' requested change. Council Member Blackburn seconded said motion, which passed by unanimous vote.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Council Member Smith continued the appointment for Melissa Grimes' seat.

Historic Preservation Commission



Council Member Blackburn continued the appointment for Ann Schwarzmann's seat. Ms. Schwarzmann did not seek a second term.

Human Relations Council

Mayor Pro-Tem Glover continued the appointment for the East Carolina University seat.

Pitt-Greenville Convention & Visitors Authority

Mayor Pro-Tem Glover continued the replacement for Joseph Fridgen's seat. Mr. Fridgen resigned.

Public Transportation & Parking Commission

Council Member Mercer moved to appoint Rick Smiley to a first three-year term expiring in January 2016 to replace Ronald Dunbar, who was no longer eligible to serve. Council Member Blackburn seconded the motion, which carried unanimously.

Council Member Mercer moved to appoint Dave Schwartz and Charles H. Moore, III to fill unexpired terms that will expire in January 2014 and January 2015 respectively. Mr. Schwartz is replacing Neil Edwards and Mr. Moore is replacing Eric Foushee, both of whom resigned. Council Member Joyner seconded the motion, which carried unanimously.

Council Member Mercer continued the appointment to replace Adam Lawler, who had resigned.

Redevelopment Commission

Council Member Smith continued the appointment to replace Dana Coles, who had resigned.

Youth Council

Council Member Blackburn continued appointments due to a lack of applicants.

NEW BUSINESS

PUBLIC HEARINGS

ORDINANCE REQUESTED BY AMANDA M. GARRIS TO REZONE 5.6878 ACRES LOCATED BETWEEN GREENVILLE BOULEVARD AND DICKINSON AVENUE EXTENSION AND BEING 1,150+ FEET WEST OF WILLIAMS ROAD FROM NEIGHBORHOOD COMMERCIAL (CN) TO GENERAL COMMERCIAL (CG) (Ordinance No. 13-009)

Planner Chantae Gooby stated Amanda M. Garris has requested to rezone 5.6878 acres located between Greenville Boulevard and Dickinson Avenue Extension and being



approximately 1,150 feet west of Williams Road from Neighborhood Commercial (CN) to General Commercial (CG). The subject area is located in Vision Area E.

According to Ms. Gooby, Greenville Boulevard, between Memorial Drive and Allen Road, is considered a connector corridor. Connector corridors are anticipated to contain a variety of higher intensity activities and uses.

Ms. Gooby stated the Future Land Use Plan Map recommends commercial (C) at the Intersection of Greenville Boulevard/Allen Road and Dickinson Avenue Extension transitioning to office/institutional/multi-family (OIMF), high density residential (HDR) and conservation/open space (COS) in the southeast corner of the intersection.

Based on the fact that the existing zoning and the requested rezoning can generate the same type and square footage of development, the traffic volumes generated would be the same regardless of the category. A traffic study was not generated.

In 1972, the subject property was incorporated into the City's extra-territorial jurisdiction (ETJ). It was zoned CN on the 1981 zoning series map.

Surrounding land uses and zoning are as follows:

North: RA20 – Two (2) single-family residences, under common ownership of applicant

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

East: RA20 – Farmland; CH – The Modular Headquarters (sales)

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

Ms. Gooby stated under both the current zoning (CN) and the proposed zoning, staff feels the site could yield approximately 54,507 square feet of commercial/retail/restaurant space. The anticipated build-out is 2-5 years.

Ms. Gooby stated that, in staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan, which should be construed as meaning the requested rezoning is recognized as being located in a transition area and that the requested rezoning is (1) specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (2) promotes the desired urban form. Staff also feels this request is in compliance with the Future Land Use Plan Map. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested zoning.

Ms. Gooby stated that the Planning and Zoning Commission voted to approve the request at its February 19, 2013 meeting.

Mayor Thomas declared the public hearing open at 7:08 pm and invited anyone present who wished to speak in favor of the requested zoning to do so at that time.



Ken Malpass – No Address Given

Mr. Malpass stated he represents the property owner and is available to answer any questions the City Council might have about the request.

Hearing no one else who wished to speak in favor of the requested rezoning, Mayor Thomas invited anyone who wished to speak in opposition to do so. Hearing none, Mayor Thomas closed the public hearing at 7:09 pm.

Council Member Joyner moved to adopt the ordinance rezoning 5.6878 acres located between Greenville Boulevard and Dickinson Avenue Extension and being 1,150+ feet west of Williams Road from Neighborhood Commercial (CN) to General Commercial (CG). Council Member Blackburn seconded the motion, which passed by unanimous roll call vote.

ORDINANCE REQUESTED BY PIRHL DEVELOPMENT, LLC TO AMEND THE FUTURE LAND USE PLAN MAP FROM A COMMERCIAL (C) CATEGORY TO AN OFFICE/INSTITUTIONAL/MULTI-FAMILY (OIMF) CATEGORY FOR THE PROPERTY LOCATED BETWEEN TURNBURY DRIVE AND SMYTHEWYCK DRIVE AND BEING 230+ FEET EAST OF EAST ARLINGTON BOULEVARD CONTAINING 4.3 ACRES

This item was continued to April 11, 2013 by vote of Council during their March 4, 2013 meeting.

ORDINANCE REQUIRING THE REPAIR OR THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 908 FAIRFAX AVENUE (Ordinance No. 13-010)

Police Lieutenant Richard Allsbrook stated the dwelling located at 908 Fairfax Avenue was severely damaged as a result of Hurricane Irene in August 2011. Code Enforcement has been involved since October 2011 and staff spent considerable time locating the owner of the property. Eventually, it was determined that co-owner Larry Staton is deceased and co-owner Maggie Staton is in a nursing home. During the investigation, staff identified and worked with family members/heirs, to bring the property into compliance. Although family members entered into an agreement to abate the damage and improve the condition of the property within 90 days, no progress was made.

In June 2012, Code Enforcement staff met with other City staff and developed a number of options as remedies to bring the property into compliance with written consent of the owner(s). Unfortunately none of these options were successful.

Property owners/heirs were notified of a Code Enforcement hearing set in September 2012, but none of the property owners/heirs responded. In October 2012, property owners/heirs were notified they had 90 days to repair the property, but they did not comply.



The current tax value on the property is \$21,597 (the building value is \$3,527 and the land value is \$18,070). The estimated cost to repair the property is \$130,000. There have been 2 Code Enforcement cases initiated on this property since 2007 including public nuisance and abandoned structure. The Greenville Police Department responded to 9 calls for service at this property between January 1994 and May 2010. Calls received regarding this location include larceny, assault, damage to property, shots fired and violations of the North Controlled Substance Act. Staff recommends that the City Council approve the ordinance.

Mayor Thomas declared the public hearing open at 7:10 pm and invited anyone present who wished to speak in favor of the of the proposed ordinance to do so at that time. Hearing no one, Mayor Thomas invited anyone who wished to speak in opposition to do so. Also hearing no one, Mayor Thomas closed the public hearing at 7:11 pm.

Council Member Joyner moved to adopt the ordinance requiring the repair or demolition and removal of the dwelling located at 908 Fairfax Avenue. Mayor Pro-Tem Glover seconded the motion, which passed by unanimous call vote.

INITIAL PUBLIC HEARING FOR THE 2013-2018 CONSOLIDATED PLAN AND THE 2013-2014 ANNUAL ACTION PLAN

Senior Planner Niki Jones stated the Community Development Department, Housing Division, is in the process of updating the five-year Consolidated Plan, which is mandated by the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan is designed to assist municipalities in assessing their needs in affordable housing, community development and economic development. The plan is a data-driven approach which takes into consideration market conditions. Ultimately, the plan helps ensure that the City is making good place-based investment decisions.

Mr. Jones stated the current Consolidated Plan was last updated in 2008 and remains in effect until 2013. In addition to the Consolidated Plan update, the Housing Division is also in the process of identifying activities for the upcoming 2013-2014 Annual Action Plan. The Annual Action Plan is the annual allocation of resources for housing activities utilizing Community Development Block Grant (CDBG) and HOME Investment Partnership Funds. The proposed activities must tie back to the identified objectives of the Consolidated Plan.

As a requirement for receiving CDBG and HOME Investment Partnership Funds, Mr. Jones stated the City must prepare an Annual Action Plan each year. The City of Greenville is an "Entitlement City" under the CDBG program and a "Participating Jurisdiction" under the HOME Investment Partnership Funds program. Those designations result in an annual formula allocation of CDBG and HOME funds to the City by HUD to benefit low to moderate income residents. Expenditure of CDBG and HOME funds must meet grant program national objectives.



Both the Consolidated Plan and Annual Action Plan process require the City to hold two separate public hearings prior to the adoption of a final resolution approving each plan. The first public hearing is considered a “planning” hearing to allow for public participation in the process. This will help identify possible activities that might be carried out within the five years (Consolidated Plan) and/or the current fiscal year (Annual Action Plan).

The staff finds that the following broad program goals should be pursued over the 5-year period to advance the goals of City Council:

- Concentrate efforts to continue the revitalization efforts in the Certified Redevelopment Area and the 45-Block Revitalization Area
- Reduce substandard housing and blight
- Preserve and increase owner-occupied housing for low income families and individuals
- Improve public infrastructure within communities of low wealth
- Increase and cultivate economic development opportunities within low wealth communities
- Preserve housing for lower income households through scattered site rehabilitation
- Produce affordable housing opportunities for both owner-occupants and renters
- Eliminate environmental hazards in targeted low income communities
- Promote efforts to develop and maintain housing for special needs populations
- Support programs that provide enrichment to low income communities

He asked that the City Council conduct the first of the two required public hearings.

Mayor Thomas declared the public hearing open at 7:28 pm and invited anyone present who wished to speak in favor of the of the 2013-2018 Consolidated Plan to do so at that time. Hearing no one, Mayor Thomas invited anyone who wished to speak in opposition to do so. Also hearing no one, Mayor Thomas closed the public hearing at 7:29 pm.

No action was required on this item.

PRESENTATION OF RESOLUTION IN SUPPORT OF REGIONAL INTERSTATE CONNECTIVITY IN EASTERN NORTH CAROLINA (HWYS 264, 795, 70, 11) (Resolution No. 17-013)

Mayor Thomas noted that all interested parties from other municipalities for the item on Regional Interstate Connectivity in Eastern North Carolina had arrived and stated this item, although not a public hearing, would be the next heard. He recognized Town of Ayden Mayor Steve Tripp, City of Kinston Mayor B. J. Murphy, Lenoir County Commissioner Mack Daughety and Pitt County Board of Commissioners Chairman Jimmy Garris. He expressed his appreciation for the great cooperation within the region and asked Commissioner Daughety to talk about the resolution and how it came to be.

Commissioner Daughety stated Mayor Thomas has worked hard to obtain interstate connectivity for Eastern North Carolina. The hope is for the North Carolina Department of



Transportation (NCDOT) to develop certain corridors to interstate standards, creating a regional interstate system in the area. A vision of a regional interstate highway system that fosters regional cooperation, economic development, and enhances mobility and connectivity throughout the region has been developed and preliminarily coordinated with key elected officials throughout the region. The connectivity between Goldsboro, Greenville, Kinston and Wilson forms a loop which ties these areas together as a regional cooperation to be known as QuadEast, which can sit at the table as a power base with equal seating to the larger metropolitan areas.

Commissioner Daughety stated the envisioned interstate network would run along existing (or soon-to-be-built) high-speed corridors, some of which are already expected to be built to interstate standards, such as the Southwest Bypass. The vision involves upgrading US264, NC11, and US70 to interstate highway standards. This would provide for a regional interstate system that would serve the Eastern North Carolina area. This regional interstate concept involves an interstate facility along I795, US264, US70 and NC11 between US 264 and Harvey Parkway Section C.

Commissioner Daughety stated once the cities in the region support this concept, a similar resolution will be brought forth to the respective regional transportation planning organizations for their consideration. This will serve as a guide to these organizations as they develop their prioritization for unfunded roadway projects in the area.

Mayor Murphy stated Kinston is 100% on board with this plan and feels the resulting economic opportunities will be a major boon to all involved communities. He noted that Greene County, located right in the middle of the loop, should feel tremendous benefit.

Mayor Tripp stated he feels this is a great opportunity and, once complete, the Triad and Triangle areas better watch out. The Global Transpark in Kinston already offers great air connectivity and having the interstate loop in place would improve access to a major port.

Chairman Garris stated it is a great thing when a City and County can work together, and it's even better when a group of communities can work together as a region to pursue a common goal. He stated the Pitt County Board of Commissioners looks forward to discussing this item at their meeting on March 11th.

Following a favorable discussion by the City Council, Council Member Mercer moved to adopt the resolution supporting a regional interstate system in Eastern North Carolina to connect with I795 along existing corridors of US264 and US70 in addition to NC11 between US264 and US70. Mayor Pro-Tem Glover seconded the motion, which carried by unanimous vote.

PUBLIC COMMENT PERIOD

Chip Pennington – 108 Hickory Street



Mr. Pennington stated he favors transparency in government and getting the public more involved. He stated he is trying to get the residents at Cypress Glen to watch Council meetings on TV or to join him in coming to City Hall to listen.

OTHER ITEMS OF BUSINESS

RESOLUTION AUTHORIZING THE SALE OF A PORTION OF CITY-OWNED PROPERTY TO STEPHEN AND STACEY STOX (Resolution No. 18-013)

Community Development Director Merrill Flood stated a request has been presented at the November 5, 2012 meeting from Stephen and Stacey Stox to purchase a portion of City-owned property at the Perkins Complex fronting on Wilshire Drive. The property is approximately 4,650 square feet and is adjacent to the Stox home. At the January 14, 2013 meeting, the City Council established fair market value of the property at \$4,270 and instructed staff to advertise for sealed bids. Mr. and Mrs. Stox submitted the only bid received, which was in the amount of \$4,270.

Upon motion by Council Member Joyner and second by Council Member Smith, the City Council voted unanimously to approve conveyance of approximately 4,650 of Pitt County Tax Parcel Number 37695 to Stephen and Stacey Stox.

PRESENTATION OF RESOLUTION IN SUPPORT OF REGIONAL INTERSTATE CONNECTIVITY IN EASTERN NORTH CAROLINA (HWYS 264, 795, 70, 11)

This item was heard prior to the Public Comment period.

RESOLUTION REQUESTING CSX TRANSPORTATION, INC. TO MINIMIZE FREIGHT TRAIN IDLING AT NIGHT IN RESIDENTIAL AREAS (Resolution No. 19-013)

Council Member Smith read the proposed resolution and stated she was requesting this because she had received numerous complaints from residents in the Greene Street and Meadowbrook areas over an extended period of time. The noise generated by these trains compromises residents' ability to sleep because it arrives around 2:00 am and remains until mid-morning. She expressed concern for these residents' quality of life and said she wants to insure that the City is doing what it can to assist them.

Following a brief discussion, Council Member Smith moved to adopt the resolution requesting CSX Transportation, Inc. to minimize freight train idling at night in residential areas. Council Member Joyner seconded the motion, which passed by unanimous vote.



POTENTIAL BILL RELATED TO REVENUE SOURCE FOR STREET AND STREET RIGHT-OF-WAY IMPROVEMENTS

City Attorney Dave Holec stated this item was added to the agenda during the City Council's March 4th meeting and relates to a potential revenue source for street and street right-of-way improvements. City Council received information on the need for street improvements at both the Planning Session and the February 25th City Council meeting. Based on Council direction after the February 25th meeting, staff is preparing to provide Council with a plan for street improvements and funding source options during the budget process. A potential funding option would be to seek a new revenue source to fund the improvements. In order for that to occur, action by the North Carolina General Assembly would be required to grant the City that authority. The General Assembly does have certain deadlines regarding the introduction of bills and in order to keep the City's options open, the City Council may wish to consider requesting that a blank bill be introduced to allow the possibility of a local bill if that is something that may be utilized. This is in line with one of the City Council legislative initiatives adopted in January. One initiative was to maintain existing revenue sources and another initiative was to seek additional authorities for revenue sources so that the City has the ability to further meet the needs of its citizens and to address its infrastructure needs. One of the things being discussed is the authority for a local option sales tax for the purpose of street and street right-of-way improvements, but more time is needed to clearly define this. If determined to be feasible, staff will come back to the City Council for direction. Staff recommendation is that City Council approve efforts to keep the City's options open for the possibility of a City of Greenville local act as a potential revenue source for street and street right-of-way improvements.

Council Member Blackburn moved to approve City Attorney Holec's recommendation for keeping the City's options open. Council Member Mitchell seconded the motion.

Council Member Mercer stated he is absolutely in support of beefing up the City's infrastructure, but he wanted to ask if a bond is part of this discussion. He said he hopes before the City Council is asked for a final vote, there will be more information presented on what streets will be covered, who will make that determination and how the bond will be repaid. For the bonds in 1990 and 2004, there was much public education and he feels wide public buy-in would be necessary for a bond in this case as well.

City Attorney Holec stated a bond could potentially be part of it, but there must be a revenue source to pay for it. Council Member Joyner added that the local option sales tax could be that revenue source.

Following a brief discussion, the City Council voted unanimously to approve efforts to keep the City's options open for the possibility of a City of Greenville local act as a potential revenue source for street and street right-of-way improvements.



COMMENTS FROM THE MAYOR AND CITY COUNCIL

The Mayor, Mayor Pro-Tem and Council Members made general comments about past and future events.

CITY MANAGER'S REPORT

City Manager Lipscomb stated she attended the Redevelopment Commission's recent planning session and found it very worthwhile. She provided copies of their performance report on major initiatives to the Mayor and Council Members.

ADJOURNMENT

A motion was made by Council Member Joyner, and seconded by Council Member Blackburn, to adjourn the meeting. There being no further discussion, the motion passed by unanimous vote. Mayor Thomas adjourned the meeting at 8:50 pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carol L. Barwick".

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, NOVEMBER 18, 2013



Having been properly advertised, a special meeting of the Greenville City Council was held on Monday, November 18, 2013 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, after which Council Member Mitchell gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Rose 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:

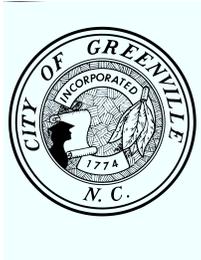
City Manager Barbara Lipscomb, City Attorney David A. Holec, City Clerk Carol L. Barwick and Deputy City Clerk Polly W. Jones

APPROVAL OF THE AGENDA

Upon motion by Council Member Joyner and second by Council Member Mercer, the agenda was approved as presented by unanimous vote.

SPECIAL RECOGNITION

Mayor Thomas and City Manager Barbara Lipscomb commented on the highlights of Council Member Max Joyner's service to the citizens of Greenville and Mayor Thomas presented him with a plaque, which read as follows:



THE CITY OF GREENVILLE

NORTH CAROLINA

GRATEFULLY ACKNOWLEDGES

MAX RAY JOYNER, JR.

FOR HIS OUTSTANDING SERVICE

TO THE CITIZENS OF GREENVILLE AS

COUNCIL MEMBER, DISTRICT FIVE

December 2007 – December 2013

Thank you for your vision, your leadership, and your dedication
to serving the needs of citizens throughout our community.

Mayor Allen M. Thomas
Mayor Pro-Tem Rose Glover
Council Member Kandie Smith

Council Member Marion Blackburn
Council Member Calvin R. Mercer
Council Member Dennis Mitchell

Mayor Thomas and City Manager Lipscomb commented on the highlights of Council Member Dennis Mitchell's service to the citizens of Greenville and Mayor Thomas presented him with a plaque, which read as follows:



THE CITY OF GREENVILLE

NORTH CAROLINA

GRATEFULLY ACKNOWLEDGES

DENNIS MITCHELL

FOR HIS OUTSTANDING SERVICE

TO THE CITIZENS OF GREENVILLE AS

COUNCIL MEMBER AT-LARGE

December 2011 – December 2013

Thank you for your unwavering commitment to ushering in a new era
of prosperity through economic development.

Mayor Allen M. Thomas
Mayor Pro-Tem Rose Glover
Council Member Kandie Smith

Council Member Marion Blackburn
Council Member Calvin R. Mercer
Council Member Max Joyner, Jr

COMMENTS FROM MAYOR AND CITY COUNCIL

Mayor Thomas, Mayor Pro-Tem Glover and Council Members Smith, Blackburn and Mercer expressed their appreciation to Council Member Joyner and Council Member Mitchell for their many contributions to the City during their service on the City Council and indicated they looked forward to continued work with them as community leaders in the future.



Council Member Joyner and Council Member Mitchell reflected on their tenure as elected officials and expressed appreciation to fellow Council Members, City staff and others who had been helpful to them during their service to the City.

CITY MANAGER'S REPORT

City Manager Lipscomb invited all who were present to attend a reception in honor of Council Members Joyner and Mitchell in the Gallery immediately following the meeting.

ADJOURNMENT

Council Member Joyner moved to adjourn the meeting, seconded by Council Member Mercer. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 7:11 pm.

Respectfully submitted,

A handwritten signature in black ink that reads "Carol L. Barwick".

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

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

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

Explanation: The City of Greenville is annually awarded a planning grant to assist in conducting short-term and long-range planning for the City's bus service. The City's request for planning funds is submitted as part of the Greenville Urban Area Metropolitan Planning Organization annual Planning Work Program (PWP). This agreement provides Greenville Area Transit (GREAT) planning funds for FY 2014. The Federal Transit Administration and the North Carolina Department of Transportation are the approving agencies for this grant. The Federal portion of the grant funds 80% of the cost of the program while the State funds 10%. These funds are used to support the salaries of the Transit Manager and the Transit Coordinator.

<u>Fiscal Note:</u>	Federal Share	\$28,536
	State Share	\$ 3,567
	Local Share	<u>\$ 3,567</u>
	TOTAL	\$35,670

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

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

Attachments / click to download

 [5303 Planning Grant Contract](#)

 [FY_14_5303_Resolution_966785](#)

RESOLUTION NO.
RESOLUTION AUTHORIZING THE FY 2014 PLANNING WORK PROGRAM
OF THE GREENVILLE URBAN AREA
5303 Grant Program

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

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

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

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

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

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

ADOPTED this the 12th day of December, 2013.

Allen M. Thomas, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on December 12, 2013.

Carol L. Barwick, City Clerk

Date

STATE OF NORTH CAROLINA
COUNTY OF WAKE

METROPOLITAN PLANNING PROGRAM
GRANT AGREEMENT FOR
PUBLIC BODY ORGANIZATIONS

**NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

CFDA NUMBER: 20.505

and

PROJECT NUMBER: 14-08-011

**CITY OF GREENVILLE
On Behalf of
GREENVILLE URBAN AREA
METROPOLITAN PLANNING
ORGANIZATION**

WBS ELEMENT: 36230.17.12.6

AGREEMENT:

THIS AGREEMENT made this the ____ day of _____, 20__, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF GREENVILLE**, [acting in its capacity as the designated Federal Transit Administration (FTA) Planning Program (49 U.S.C. 5303) recipient for the **Greenville Urban Area Metropolitan Planning Organization**, hereinafter referred to as the "Contractor"].

WHEREAS, the Contractor has been selected by principal elected officials as the designated transportation Lead Planning Agency for **Greenville Urban Area Metropolitan Planning Organization**; and

WHEREAS, certain funds may be made available to designated transportation Lead Planning Agencies for supporting the "3-C" Process pursuant to 49 U.S.C. 5303; and

WHEREAS, the Department receives funds from FTA which includes 49 U.S.C. 5303 funds which may be made available to the Contractor for transportation planning for the **Greenville Urban Area Metropolitan Planning Organization**; and

WHEREAS, 49 U.S.C. 5303 promulgates that it is declared to be in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner that will serve the states and local communities efficiently and effectively; and

WHEREAS, the purposes of 49 U.S.C. 5303 are to assist in the development of improved public transportation facilities, equipment, techniques, and methods with the cooperation of public transportation companies both public and private; to encourage the planning and establishment of area-wide urban public transportation systems needed for transportation companies both public and private; and to provide assistance to state and local governments and their instrumentalities in financing such systems, to be operated by public or private public transportation companies as determined by locals needs; and

WHEREAS, various federal urban transportation planning regulations require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process (commonly referred to at the "3-C" process); and

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes designates the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, effective February 14, 1986, the Governor of the State of North Carolina designated the Department as the single State Agency specifically authorized to administer Planning Program and Statewide Planning funds for urbanized areas; and

WHEREAS, the Governor of North Carolina, in accordance with Section 5303 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, and the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178, June 1998, as amended, has designated the Department as the agency to receive and administer Federal funds under this program; and

WHEREAS, the Department and the Contractor desire to secure and utilize funds for the above referenced purposes;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of public transportation studies described in each cycle of Planning Work Program (commonly and herein after referred to as "PWP") properly developed, endorsed, approved, and transmitted by the Contractor to the Department, and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the PWP will be undertaken and completed.

Section 2. Project Implementation. The Contractor agrees to carry out the Project as follows:

a. **Scope of Project.** **The City of Greenville is requesting funds to work on the transit element of the Long Range Transportation Plan. Activities also include updates on the Transportation Improvement Plan/Priorities and Safety/Drug Control Planning.** The Contractor shall undertake and complete the public transportation planning work described in such respective section of the PWP, filed with and approved by the Department and specifically incorporated herein by reference, in accordance with the terms and conditions of this Agreement. The planning funds referred to herein shall be 49 U.S.C. 5303 funds passed through the Department to the Contractor under this Agreement, and any planning funds provided to the Contractor under this Agreement shall be used for only transportation planning related activities and in accordance with the most current approved PWP. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations. The Contractor shall undertake and complete the public transportation planning work described in the PWP in accordance with the procedures and guidelines set forth in the Agreement and in the following documents:

- (1) FTA Circular 8100.1C, dated September 1, 2008 at http://www.fta.dot.gov/documents/FTA_C_8100.1C.pdf
- (2) FTA Master Agreement, dated October 1, 2012, Document Number FTA MA (19), at www.fta.dot.gov/documents/19-Master.pdf;
- (3) The Section 5303 grant application for financial assistance.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

b. **Cost of Project.** The total cost of the Project approved by the Department is **THIRTY-FIVE THOUSAND SIX HUNDRED SEVENTY DOLLARS (\$35,670)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A.

(1) **Federal Share.** The Department shall provide, from Federal funds, **EIGHTY PERCENT (80%)** of the actual net cost of the Project, not in excess of **TWENTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS (\$28,536)**.

(2) **State Share.** The Department shall provide, from State funds, **TEN PERCENT (10%)** of the actual net cost of the Project, not in excess of **THREE THOUSAND FIVE HUDNRED SIXTY-SEVEN DOLLARS (\$3,567)**. The Department does not provide

matching funds for non-transit planning activities. The Contractor shall be responsible for any remaining costs.

(3) Local Share. The Contractor hereby agrees that it will provide **TEN PERCENT (10%)** of the actual net cost of the Project and any amounts in excess of the Department's maximum. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost. The Contractor shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs at the time directed.

c. Period of Performance.

This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2013 TO JUNE 30, 2014**, unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be submitted 60 days before the end of the current Performance Period and in accordance with the policies and procedures established by the Department or FTA.** The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

d. Contractor's Capacity. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

- (1) Plan, manage, and complete the Project;
- (2) Carry out the safety and security aspects of the Project; and
- (3) Comply with the terms of this agreement, the Master Agreement between the FTA and the Department, the Approved Project Budget, the Project schedules, and applicable Federal and State laws, regulations, and directives.

e. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

(1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 at (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>).

(2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (<http://reports.oah.state.nc.us/ncac.asp>).

f. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

g. Contractor's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, the Master Agreement between the FTA and the Department, and this Agreement, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the FTA and the Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use

the Project asset to provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

(1) Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor, the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

(2) Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

(3) Significant Participation by a Lessee of a Contractor. Although the contractor may lease project property and delegate some or many project responsibilities to one or more lessees, the Contractor agrees that it, rather than any lessee, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

h. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants (such as subcontractors, third party contractors, lessees, or other) will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and state laws, regulations and directives affecting Project implementation, except to the extent FTA or Department determines otherwise in writing. In addition, if any entity other than the Contractor is expected to fulfill responsibilities typically performed by the Contractor, the Contractor agrees to assure that the entity carries out the Contractor's responsibilities as set forth in this Grant Agreement for the Project or the FTA Master Agreement.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

(a) Required Clauses. The Contractor agrees to use a written document (such as a subagreement, lease, third party contract or other) including appropriate clauses stating the entity's (subrecipient, lessee, third party contractor or other) responsibilities under Federal and state laws, regulations, or directives, except to the extent that FTA determines otherwise in writing.

(b) Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend

those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as FTA or the Department determines otherwise in writing.

i. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, lessee, or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, lease, or third party contract at any tier, the Federal/State Government has no obligations or liabilities to any such entity, including any subrecipient, lessee or third party contractor at any tier.

j. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify FTA and the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. The Contractor also agrees to inform FTA and the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum. At a minimum, the Contractor agrees to send each notice to FTA required by this subsection to the FTA Regional Counsel within whose region the Contractor implements the Project.

k. Limitations of Agreement. This Agreement shall be subject to the availability of Federal and State funds, and contingent upon the terms and conditions of the Master Agreement between the FTA and the Department.

Section 3. Insurance & Real Property

a. The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement.

In addition, other insurance requirements may apply, the Contractor agrees as follows:

(1). Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

(2). Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

b. Recording Title to Real Property To the extent required by FTA and the Department, the Contractor agrees to record the Federal and/or State's interest in title to real property used in connection with the Project and/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.

(1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project,

expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever comes first.

To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project.

c. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

d. Disposal of Real Property.

- (1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.
- (2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

Section 4. Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier, any subrecipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.

(1) Gifts. N.C.G.S. § 133-32 and Executive Order 24, of October 1, 2009 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 this Agreement, Contractor attests, for its entire organization and its employees or agents, that it is not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of Contractor.

(2) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract, or sub-agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(3) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement, may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub-recipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Contractor agrees to comply, and assures the compliance of each third party contractor, sub-recipient, or lessee at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its third party contractors, sub-recipients, and lessees will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.

c. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal/State assistance application for the Project.

d. Lobbying Restrictions. The Contractor agrees that:

a) In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;

b) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

c) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

e. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil

Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 5. Project Expenditures.

a. General. The Department shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement which shall be financed with Federal Section 5303 funds and State matching funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved PWP and approved Project Budget included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department. All payments issued by the Department will be on a reimbursable basis unless the Contractor requests and the Department approves an advance payment. The Department allows grantees in good standing to request advance payment (prior to issuing payment to the vendor) for vehicles and other high-cost capital items. The Contractor agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Contractor shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Contractor.

b. Payment and Reimbursement. The Contractor shall submit itemized invoices requesting reimbursement to the Department for the Period Covered not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. Expenditures submitted for reimbursement shall include all eligible costs incurred within the Period Covered. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Failure to request reimbursement for eligible projects costs incurred within the Period Covered as outlined may result in non-payment and/or termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms.

c. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:

(a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;

(b) Any cost that is not included in the latest Approved Project Budget;

(c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;

(d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and

(e) Any cost ineligible for FTA/Department participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor shall limit reimbursement for meals, lodging and travel to the rates established by the State of North Carolina Travel Policy. Costs incurred by the Contractor in excess of these rates shall be borne by the contractor.

(3) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the Federal/State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the Federal/State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal/State Government determines that the Contractor is not entitled to receive any portion of the Federal/State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the Federal/State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal/State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the Federal/State Government may recover any Federal/State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal/State Government may have against the Contractor.

d. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the Federal/State Government, whether for excess payments of Federal/State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23.

(3) Payment to FTA. The Department shall be responsible to remit amounts owed to FTA, after receipt of repayment from the Contractor.

e. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

Section 6. Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved budget and shall be reported to the Department in accordance with invoicing forms provided by the Department and the approved PWP.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, the Office of Management and Budget Circulars A-87, "Costs Principles for State, Local, and Indian Tribal Governments" and A-102 "Grants and Cooperative Agreements with State and Local Governments."

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

(1) Based on work completed to the satisfaction of the Department within the timeframe established by the most current approved PWP, and further be made in conformance with the PWP Description and the PWP Budget and all other provisions of this Agreement;

(2) Necessary in order to accomplish the Project;

(3) Reasonable in amount for the goods or services purchased;

(4) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;

(5) Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received;

(6) In conformance with the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments;"

(7) Satisfactorily documented; and

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department.

Section 7. Reporting, Record Retention, and Access.

a. Reports. The Contractor shall advise the Department regarding the progress of the Project at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not limited to meetings and progress reports. The Contractor shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of

contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

The Contractor will be responsible for having an adequate cost accounting system, and the ongoing burden of proof of adequacy for such system shall be upon the Contractor. The Department will determine whether or not the Contractor has an adequate cost accounting system. Such determination shall be documented initially prior to payment of any invoices pursuant to the Agreement, and from time to time as deemed necessary by the Department. In the event of a negative finding during such determining proceedings, the Department may suspend, revoke, or place conditions upon its determination, and/or may recommend or require remedial actions as appropriate.

b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at (<http://www.ah.dcr.state.nc.us/records/local/>).

c. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

d. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 8. Project Completion, Audit, Settlement, and Closeout.

a. Project Completion. Within ninety (90) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

b. Financial Reporting and Audit Requirements. In accordance with OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," revised on June 27, 2003, and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of OMB Circular A-133 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." The cost of any audit not conducted in accordance with OMB Circular A-133 and N.C.G.S. 159-34 is unallowable and shall not be charged to State or Federal grants.

d. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 4g of this Agreement.

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 9. Civil Rights. The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

d. Disadvantaged Business Enterprises.

(1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific DBE goals are not established for this project, the Department encourages the Contractor to have participation from DBE contractors and/or suppliers

(4) Listing of DBE Subcontractors. The contractor, at the time the Letter of Interest is submitted, shall submit a listing of all known DBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the

Department's Form RS-2. In the event the contractor has no DBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

(5) Certified Transportation Contractor Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only contractors identified as DBE certified in the Directory shall be listed in the proposal.

The listing of an individual contractor in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels (Contractor, subconsultant or subcontractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no DBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Contractor, subconsultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

e. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any subsequent amendments to these acts.

g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq.*, January 22, 2001.

h. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.

i. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 10. Planning and Private Enterprise.

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) Federal Transit law, specifically, 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006, and other subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49

C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 9a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

c. Infrastructure Investment. During the implementation of the Project, the Contractor agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 11. Preference for United States Products and Services. To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

Section 12. Procurement. To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal Standards. The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department or the FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.

e. Neutrality in Labor Relations. To the extent permitted by law, the Contractor agrees to comply with Executive Order No. 13202, "Preservation of Open Competition and

Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," Executive Order No. 13202, as amended by Executive Order No. 13208, 41 U.S.C. § 251 note, which among other things prohibits requirements for affiliation with a labor organization as a condition for award of any third party contract or subcontract for construction or construction management services, unless the Federal Government determines otherwise in writing.

f. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.

g. Force Account. The Contractor agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

h. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

i. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

j. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

k. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.

l. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

(a) Construction/repair work; or

(b) Purchase of apparatus, supplies, materials or equipment. See next Subsection, this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1E, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsection 11I. of this Agreement.

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

(a) Normally conducted with more than one source submitting an offer (proposal);

(b) Either fixed price or cost reimbursement type contract will be used;

(c) Generally used when conditions are not appropriate for use of sealed bids;

(d) Requests for proposals will be publicized;

(e) All evaluation factors will be identified along with their relative importance;

(f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;

(g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;

(h) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and

(i) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best

value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

m. Award to Other than the Lowest Bidder. In accordance with Federal and State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

n. Award to Responsible Contractors. The Contractor agrees to award third party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over \$25,000, the Contractor shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over \$25,000, which are funded in part with Federal funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: <http://epls.arnet.gov/>.

o. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Contractor agrees to:

(1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and

(2) Express the said amount as a percentage of the total costs of the planned acquisition.

p. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

q. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the Federal and State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 13. Leases.

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 14. Patent Rights. If any invention, improvement, or discovery of the Contractor or any third party contractor or any subrecipient at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any

foreign country, the Contractor agrees to notify the Department immediately and provide a detailed report in a format satisfactory to the Department. The Contractor agrees that its rights and responsibilities, and those of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with 37 C.F.R. Part 401 and any applicable Federal and State laws, regulations, including any waiver thereof.

Section 15. Rights in Data and Copyrights.

a. Data. The term "subject data," as used in this Section 14 of this Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration. The Contractor acknowledges that, regarding any subject data first produced in the performance of this Agreement for the Project, except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Department, unless the Department has previously released or approved the release of such data to the public.

b. Copyrights. The Contractor acknowledges that the FTA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under this Agreement or subagreement/subcontract; and

(2) Any rights of copyright to which the Contractor or its subrecipients/subcontractors purchase ownership with funds awarded for this Project.

c. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA or the Department determines otherwise in writing, upon request by the Federal or State Government, the Contractor agrees to indemnify, save, and hold harmless the Federal and State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the Federal or State Government for any such liability caused by the wrongful acts of Federal or State employees or agents.

Section 16. Employee Protections.

a. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

b. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

Section 17. Environmental Protections. The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to

the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Contractor understands and agrees that those laws, regulations, and directives may not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Contractor's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as to amendments to 23 U.S.C. § 138, environmental decision making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(1) The Contractor agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Historic Preservation. The Contractor agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.

(2) The Contractor agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

Section 18. Energy Conservation. The Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Section 19. Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.

b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 20. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

Section 21. Protection of Sensitive Security Information. To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 22. Disputes, Breaches, Defaults, or Other Litigation. The Contractor agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the Federal/State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so. In turn, the Department shall be responsible for notifying FTA.

b. Federal/State Interest in Recovery. The Federal/State Government retains the right to a proportionate share, based on the percentage of the Federal/State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the Federal/State share to the Department.

c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.

d. FTA and Department Concurrence. The FTA and the Department reserve the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 23. Amendments/Revisions to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment or revision to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. The Contractor agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.

Section 24. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a

Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 25. Geographic Information and Related Spatial Data. In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, the Contractor agrees to implement its Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, consistent with the National Spatial Data infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Section 26. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 27. Termination of Agreement.

a. The Department of Transportation. In the event of the Contractor's noncompliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of Federal and State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Contractor has willfully misused Federal/State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of Federal and State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination.

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 28. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: MR. CHARLIE WRIGHT Title: FINANCIAL MANAGER Agency: NCDOT/PTD MSC: 1550 MSC City/Zip: RALEIGH NC 27699-1550 Phone: 919-707-4674 Fax: 919-733-2304 Email: CCWRIGHT@NCDOT.GOV	Name: MR. CHARLIE WRIGHT Title: FINANCIAL MANAGER Agency: NCDOT/PTD Street: TRANSPORTATION BLDG Address: 1 S WILMINGTON ST RM 524 City: RALEIGH NC

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Stephen Mancuso Title: Transit Manager Agency: City of Greenville Postal Address: PO Box 7207 City/Zip: Greenville, NC 27835 Phone: 252-329-4047 Fax: 252-329-4535 Email: smancuso@greenvillenc.gov	Name: Stephen Mancuso Title: Transit Manager Agency: City of Greenville Street Address: 1500 Beatty Street City: Greenville, NC 27834

Section 29. Federal Certification Regarding Lobbying. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

Section 30. Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 31. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 18 of this Agreement.

Section 32. Safe Operation of Motor Vehicles.

- a. **Seat Belt Use.** In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the

Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project.

Section 33. Distracted Driving includes Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision

Section 34. Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

CITY OF GREENVILLE

CONTRACTOR'S FEDERAL TAX ID NUMBER: 566000229

CONTRACTOR'S FISCAL YEAR END: June 30, 2014

BY: _____

TITLE: **CITY MANAGER**

(SEAL)

ATTEST: _____

TITLE: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: **DEPUTY SECRETARY FOR TRANSIT**

ATTEST: _____

TITLE: **SECRETARY**

Attachment

Certification Regarding Lobbying (for bids and/or awards)

The Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor's Authorized Representative: _____

Title: City Manager _____



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Contract with East Coast Grading & Utilities, LLC for Moyewood Stormwater Pond repairs

Explanation: **Abstract:** The Moyewood Stormwater Pond repairs will provide stormwater detention for the Moyewood subdivision and surrounding area. The contract, upon approval, will be awarded to East Coast Grading & Utilities, LLC in the amount of \$94,969.

Explanation: In October 2013, the Public Works Department advertised for bids for repairs to the existing Moyewood Stormwater Pond. The work performed under this contract will consist of removing vegetation, debris, and sediment and returning the pond to its original design conditions. The outlet structure for the facility will also be reconstructed to allow for the maximum amount of storage the facility will be capable of handling. In addition, the Tenth Street Connector project has drainage which flows to the pond. It is vital the pond be in good working condition and able to detain the maximum amount of run-off possible prior to the Tenth Street Connector construction.

Due to the document's size (88 pages), a partial contract is attached. The full contract is available for review upon request.

Fiscal Note: Funds for the project were budgeted from the City of Greenville's Stormwater Utility Fund. The total contract amount is \$94,969 and will be awarded to East Coast Grading & Utilities, LLC upon approval.

Recommendation: Award a contract for the Moyewood Stormwater Repairs to East Coast Grading & Utilities, LLC for \$94,969.

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

Attachments / click to download

 [Moyewood Stormwater Pond Repairs Contract](#)

MOYEWOOD POND EXCAVATION
GREENVILLE, NORTH CAROLINA

THE CITY OF GREENVILLE
NORTH CAROLINA

October 2013



CITY OF GREENVILLE
ENGINEERING DIVISION
PUBLIC WORKS DEPARTMENT
PO BOX 7207 GREENVILLE, NC 27835-7207
252/329-4467

**City of Greenville Public Works Department
Informal Bid Request Form**

Moyewood Pond Excavation Project

RECEIVED

Scope of Work: VCN

The project shall include all materials, equipment, equipment operators, labor and laborers to construct a new outlet structure and remove approximately 6000 cubic yards of sediment from Moyewood pond.

Special Conditions:

All work will be performed within City of Greenville and Greenville Housing Authority property. All work to be performed Monday-Friday 8AM-5PM.

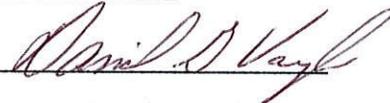
Work Location: Moyewood pond

Bid submittal deadline: Friday, November 22, 2013 @ 2:00PM

Contractor Name and Address: EAST COAST GRADING & UTILITIES, LLC
1902-A CHARLES BLVD.
GREENVILLE N.C. 27858

Firm Owner: DAVID G. VAUGHN **Date:** 11-22-13

Total Bid for equipment and installation: \$94,969.00

Bid submitted by: DAVID G. VAUGHN **Signature:** 

Notes:

1. Please attach breakdown of bid from bid package including all necessary forms
2. Bid will be considered valid for a period of 60 days after submittal

REVISION

Original "Scope of Work" reflected 6,000 **SQUARE** yards of sediment.

Revised "Scope of Work"
should read as 6,000 **CUBIC** yards of sediment. Please make sure this revision is reflected in your bid.

City of Greenville Contract Bid Form					
Item	Description	Quantity	Unit	Unit Price	Total Unit Bid
1	MOBILIZATION (MAXIMUM 3%)	1	LS	\$1,500.00	\$1,500.00
2	GRADING AND EXCAVATION	1	LS	64,999.00	64,999.00
4	CLEARING AND GRUBBING	1	LS	19,970.00	19,970.00
5	EROSION CONTROL	1	LS	2,500.00	2,500.00
6	OUTLET STRUCTURE	1	LS	\$3,500.00	3,500.00
7	SURVEYING	1	LS	2,500.00	2,500.00
Total Base Bid					\$94,969.00

ACKNOWLEDGE OF RECEIPT OF ADDEMDUM NO. 1 NOV 6, 2013 (DDV)

AUTHORIZED SIGNATURE *David D. Vaughn*

City of Greenville Alternate Bid Form					
Item	Description	Quantity	Unit	Unit Price	Total Unit Bid
1	24" RCP	38	LF	\$42.00	\$1,596.00
Total Alternate Bid					

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of (NC)

County of (Pitt)

David G. Vaughn, being first duly sworn, deposes and says that:

- (1) He is Manager of East Coast Grading + Utilities, the Bidder that has submitted the attached Bid.
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, (directly or indirectly) with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Greenville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) David G. Vaughn

(Title) Manager

Subscribed and sworn to before me this 22nd day of Nov, 2013.

My commission expires 03/28/2014.

Dawn L Poaletti



AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year **2013** by and between the **City of Greenville, NC** (hereinafter called OWNER) and.....(hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Moyewood Pond Excavation Project

Article 2. ENGINEER.

2.1 The Project has been designed by the City of Greenville, Public Works Department, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Once the Notice of Award has been issued, the OWNER may assume all or part of the responsibilities of the ENGINEER and RESIDENT PROJECT REPRESENTATIVE.

Article 3. CONTRACT TIMES.

3.1 The Work will be completed and ready for final payment in accordance with paragraph 7.1 of the Contract Times within the times specified below:

Total Contract Completion Time Base Bid -- 30 Calendar Days

The Contract Times shall commence to run as provided in paragraph 7.1.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in the BID, plus any extensions thereof allowed in accordance with Article 12 to the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred and Fifty Dollars (\$150.00) for each day that expires after the time specified in paragraph 8.1.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1 For all Work other than Unit Price Work, a Lump Sum as shown in the BID.

All specific cash allowances are included in the BID and have been computed .

plus

- 4.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the BID.

As provided in paragraph B of the Project Special Provisions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER. Unit prices have been computed as provided in the Contract Bid Items.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by ENGINEER.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in the Contract Bid Items (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.1.1. Progress payments will be made less the retainage listed below, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold.

Retainage in an amount equal to 10% of the total amount due on the Progress Estimate will be deducted and retained by the Owner.

Retainage shall also apply to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER.

- 5.1.2. Upon Substantial Completion, retainage may be reduced to an amount sufficient to cover the estimated cost of uncompleted work, less such amounts as ENGINEER shall determine, or OWNER may withhold.

- 5.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER .

Article 6. INTEREST.

Pursuant to paragraph 143-134.1, General Statutes of North Carolina, the balance due prime Contractors shall be paid in full within 45 days after respective prime contracts have been accepted by Engineer and Owner, or occupied by Owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever Engineer determines that delay in completion of the project in accordance with terms of the Drawings and Specifications is the fault of Contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime Contractor on such project to complete his contract. Should final payment to any prime Contractor beyond the date such contracts have been declared to be completed by Engineer, accepted by Owner, or occupied by Owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime Contractor shall be paid interest, beginning on the 46th day, at the rate of twelve percent per annum on such unpaid balance as may be due. Where a conditional acceptance of a contract exists, and where Owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement (page 14-17, inclusive).
- 8.2 Notice to Proceed (page 19, inclusive).
- 8.3 Project Special Provision (pages 11-13, inclusive).
- 8.4 Specifications bearing the title Moyewood Pond Excavation Project and consisting of divisions as listed in table of contents thereof.
- 8.5 Drawings consisting of a cover sheet and sheets numbered 1 through 3, inclusive with each sheet bearing

the following general title:

- 8.6 Addenda numbers (1) inclusive.
- 8.7 CONTRACTOR's Bid Form (pages 13, inclusive).
- 8.8 Documentation submitted by CONTRACTOR with the Bid Proposal (inclusive).

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above.

Article 9. MISCELLANEOUS.

- 9.1. Terms used in this Agreement, which are defined in Defined Terms of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, their partner, successors, assigns and legal representatives to the other party hereto, their partner, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

NOTICE OF AWARD

DATE:

TO:

PROJECT: **Moyewood Pond Excavation Project**

The City of Greenville has considered the bid submitted by you on for the above-described Work in response to its Advertisement for Bids and Instructions to Bidders.

If you fail to execute said Agreement within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to acknowledge and return to the Owner a copy of this Notice of Award.

Dated this day of

Owner: City of Greenville

BY: _____
Scott P.M. Godefroy, PE, City Engineer

City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

By: _____ Signature: _____
(Print name)

Title: _____ Company: _____

This the _____ day of _____, 2013.

NOTICE TO PROCEED

DATE:

TO:

PROJECT: **Moyewood Pond Excavation Project**

Attached, please find a fully executed copy of the AGREEMENT dated You are hereby notified to commence WORK in accordance with the AGREEMENT on or before....., 2013 and you are to complete the WORK within 30 consecutive calendar days thereafter.

The date of **COMPLETION** of all WORK is.....

Pre-Construction Conference conducted on

Owner: City of Greenville
By: Scott P.M. Godefroy, PE

Signature: _____
Title: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this the _____ day of _____, 2013 .

By _____

Signature _____

Title _____

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

CITY OF GREENVILLE _____

BY _____

BY _____

NAME Barbara Lipscomb

NAME _____

TITLE City Manger

TITLE _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

TITLE CITY CLERK

TITLE _____

Address for giving notices

Address for giving notices

PO Box 720

Greenville, NC 27835-7207

License No. _____

Employer Identification Number _____

APPROVED AS TO FORM

David A. Holec, City Attorney

PRE AUDIT CERTIFICATION

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

Bernita Demery, Director of Financial Services



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Change order for the Construction Manager at Risk Contract for Pre-Construction Services on the Uptown Parking Deck

Explanation: **Abstract:** Barnhill Contracting is currently under contract with the City for pre-construction services for the Uptown Parking Deck. Tindall Precast has been selected to perform the precast work for the project, as well as provide input into the design. The Pre-Construction Services Contract is being amended to reflect the design assistance that Tindall will provide. Tindall's bid price included \$50,000 for the design services. The City desires to incorporate these services into the design phase instead of the construction phase of the contract, thus the need for this change order.

Explanation: The parking deck will be a pre-cast structure and the majority of the cost of the parking deck structure will come from the pre-cast work. In an effort to efficiently design and construct the parking deck, a decision was made to procure a precast company now so that they would be part of the design team. In addition, by selecting the pre-cast firm now (through a low bid process) we will be able to accelerate the project schedule and minimize delays. This in turn will help to reduce the overall cost of the project.

On November 13, 2013, Barnhill Contracting, acting as Construction Manager at Risk for the Uptown Parking Deck project, opened bids for the Structural Pre-Cast Concrete. A post-bid meeting was held with Tindall, the low bidder, on November 25, 2013, to review the scope of work. It was determined that Tindall submitted a complete bid. Within the bid is Tindall's fee to provide design-assist services and complete shop drawings for pre-cast fabrication. This fee is a lump sum of \$50,000.

By amending the original Pre-Construction Services Contract to include Tindall's design-assist fee, this allows Tindall to work with the design team instead of providing input post design. Tindall will offer value-engineering options to help minimize costs as well. By incorporating Tindall into the pre-construction team, Barnhill Contracting can expedite the entire design process as

Tindall will be creating shop drawings in concurrence with the actual design documents. This will allow the City to meet the deadlines for pre-cast fabrication and complete the deck on time and on budget.

This is not an additional cost to the project but rather a shift of funds from construction services to design services. The change order is for \$50,000. The original Pre-Construction Services Contract with Barnhill Contracting was signed on July 26, 2013, in the amount of \$43,500. The total amount of the Pre-Construction Services Contract will now be \$93,500. There is no change to the upper limit of the parking deck project where \$4 Million has been allocated for completion of this structure.

Fiscal Note: The \$50,000 design-assist fee will come from the Parking Deck Project budget.

Recommendation: Approve the change order for the Pre-Construction Services Contract for the Uptown Parking Deck in the amount of \$50,000 for a total contract amount of \$93,500.

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

Attachments / click to download

[Contract for Parking Deck Construction Manager Services](#)

[Parking Deck Bid Tab](#)

[Change Order for Parking Deck](#)

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 26 day of July in the year 2013
(In words, indicate day, month and year.)

BETWEEN the Owner:

City of Greenville
PO Box 7207
Greenville, NC 27835

and the Construction Manager:

Barnhill Contracting Company
4325 Pleasant Valley Road
Raleigh, NC 27622

for the following Project:

City of Greenville Parking Deck
Fourth & Cotanche St
Greenville, NC

The Lead Design Firm:

T.B.D.

The Owner's Designated Representative:

Carl Rees
PO Box 7207
Greenville, NC 27835

The Construction Manager's Designated Representative:

Martin B Moser
4325 Pleasant Valley Road
Raleigh, NC 27622

The Lead Design Firm's Designated Representative:

T.B.D.

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Lead Design Firm and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Lead Design Firm and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. In providing construction management services described in this Agreement, the Construction Manager shall maintain a working relationship with the Lead Design Firm. The Lead Design Firm is solely responsible for the Project design and shall perform in accordance with the Lead Design Firm agreement with the Owner and nothing in this Agreement shall be construed to mean that the Construction Manager assumes any of the contractual or customary duties of the Lead Design Firm or any other persons or parties not specified by this Agreement. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Owner will require the Construction Manager to contract directly with such Subcontractors as may be necessary for construction or supply of the project. All such contracts shall be issued consistent with the applicable provisions of this Agreement and the General Conditions.

Init.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Lead Design Firm, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 At the start of the Preconstruction Phase, the Construction Manager shall conduct a project conference with the Lead Design Firm, Owner and others as necessary. In this project conference, the Construction Manager shall review and provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Lead Design Firm and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Lead Design Firm on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Lead Design Firm on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Lead Design Firm's review and the Owner's acceptance. The Construction Manager shall obtain the Lead Design Firm's approval for the portion of the Project schedule relating to the performance of the Lead Design Firm's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Lead Design Firm's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Lead Design Firm, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Lead Design Firm's review and Owner's approval. If the Lead Design Firm or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Lead Design Firm progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Lead Design Firm, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Lead Design

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Firm's review and the Owner's approval. The Construction Manager shall inform the Owner and Lead Design Firm when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Lead Design Firm's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Lead Design Firm and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Lead Design Firm may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 After the public opening of bids for Trade Contract packages in accordance with NC Gen. Stat. §§ 143-128 to 132, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. Unless approved otherwise by the Owner, a minimum of three Trade Contract packages shall be required for opening of bids. The Guaranteed Maximum Price in the proposal shall be the sum of the apparent low, responsive, responsible Trade Contract bidders for the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Lead Design Firm, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable there from. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

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§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Lead Design Firm to review the Guaranteed Maximum Price proposal. In the event that the Owner and Lead Design Firm discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Lead Design Firm. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Lead Design Firm to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Lead Design Firm of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.2.10 The Preconstruction Phase shall end with the acceptance of the Guaranteed Maximum Price Amendment.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's issuance of a Notice to Proceed, and the receipt of all required permits, whichever is the later occurring event.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Lead Design Firm. The Owner shall then determine, with the advice of the Construction Manager and the Lead Design Firm, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity

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recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Lead Design Firm.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Lead Design Firm a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Lead Design Firm, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Lead Design Firm, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Lead Design Firm and shall provide this information in its monthly reports to the Owner and Lead Design Firm, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Lead Design Firm.

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§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Lead Design Firm. The Owner and the Lead Design Firm, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Lead Design Firm does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Lead Design Firm

The Owner shall retain a Lead Design Firm to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Lead Design Firm, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Lead Design Firm, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

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§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The Construction Manager shall be compensated a lump sum amount of \$43,500.00 for Preconstruction Services

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 12 (Twelve) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation is based on a lump sum amount only.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 60 (Sixty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

Prime Rate plus 2 % Two

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(Paragraph deleted)

Three and one half percent (3.50%) of the total Guaranteed Maximum Price.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Changes will be adjusted at the same rate as the Construction Manager's Fee .

§ 5.1.3

§ 5.1.4

§ 5.1.5

(Paragraphs deleted)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Paragraph deleted)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The

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Lead Design Firm may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts, the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean all amounts paid by the Owner to the Construction Manager for construction and post-construction phase basic services provided by the Construction Manager and payment to all separate Subcontractors, suppliers and equipment lessors for all work, material, and equipment supplied to the Project. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and when stationed at the Construction Manager's office as indicated and defined in the Construction Manager's General Conditions presented with the GMP.

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

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§ 6.2.6 Actual Construction Manager billing rates for Construction Manager's Labor:

- a. Labor Burden 47.8% of raw labor costs
- b. Worker's Compensation Ins. 11.0% of raw labor costs

§ 6.2.7 Actual Construction Manager billing rates for insurances and bonds:

- a. General Liability Ins. 1.25% of GMP total
- b. Perform. & Payment Bond 0.80% of GMP total
- c. Subguard Bonds 1.25 % of subcontract total

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

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§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in the Construction Manager's General Conditions as indicated in the GMP,
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

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- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Lead Design Firm by the Construction Manager and Certificates for Payment issued by the Lead Design Firm, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month,

§ 7.1.3 Provided that an Application for Payment is received by the Lead Design Firm not later than the 25 th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 25 th day of the following month. If an Application for Payment is received by the Lead Design Firm after the application date

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fixed above, payment shall be made by the Owner not later than thirty (30) days after the Lead Design Firm receives the Application for Payment.

§ 7.1.4 With each Application for Payment, and at the specific request of the Owner, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Lead Design Firm to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Lead Design Firm may require. This schedule, unless objected to by the Lead Design Firm, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of Five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Lead Design Firm has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Lead Design Firm shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Lead Design Firm has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Lead Design Firm has made exhaustive or continuous on-site inspections; or that the Lead Design Firm has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Lead Design Firm.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Lead Design Firm's final Certificate for Payment

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Lead Design Firm by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Lead Design Firm will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Lead Design Firm's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Lead Design Firm is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Lead Design Firm's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Lead Design Firm's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(Paragraph deleted)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance & Payment Bond	

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Lead Design Firm will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase *(Paragraphs deleted)* services

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions: Compliance with NC GS 143-128.1

- .1 the Construction Manager shall submit its plan for compliance with North Carolina General Statute G.S. 143-128.2 for approval by the Owner prior to soliciting bids for the project's first-tier subcontractors.
- .2 the Construction Manager and first-tier subcontractors shall make a good faith effort to recruit and select minority businesses for participation in contracts pursuant to North Carolina General Statute 143-128.2.
- .3 the Construction Manager may perform a portion of the work only if (i) bidding

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produces no responsible, responsive bidder for that portion of the work, the lowest responsible, responsive bidder will not execute a contract for the bid portion of the work, or the subcontractor defaults and a prequalified replacement cannot be obtained in a timely manner, and (ii) the public entity approves of the construction manager at risk's performance of the work. All bids shall be opened publicly, and once they are opened, shall be public records under Chapter 132 of the General Statutes.
.4 all bids shall be opened publicly, and once they are opened, shall be public records under Chapter 132 of the North Carolina General Statutes.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

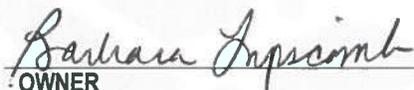
§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:

(Paragraphs deleted)

Construction Manager at Risk Fee Proposal, dated May 15, 2013

This Agreement is entered into as of the day and year first written above



OWNER

Barbara Lipscomb
City Manager

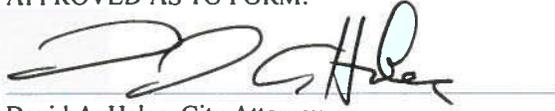


CONSTRUCTION MANAGER

Martin B Moser
Vice President, Barnhill Contracting Company

(Row deleted)

APPROVED AS TO FORM:



David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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



Bernita W. Demery, Director of Financial Services

Account Number 163-8084-423.05-01

City of Greenville, NC
Uptown Parking Deck:
BID TABULATION RECORD



Bid Date: 11/19/2013
Bid Time: 2:00 PM

Bid Package No.: 395
Bid Package Description: Structural Precast Concrete

Item # 5

Bids Received:	Bidder #1	Bidder #2	Bidder #3	Bidder #4
Bidder Name	Florence Concrete	Gate Precast	Metromont Corporation	Tindall
Base Bid Amount	\$2,309,904.00	no bid	\$ 2,223,000.00	\$ 1,833,000.00
Payment & Performance Bond				
P&P Bonds	\$ 22,637.00		\$ 15,339.00	\$ 14,000.00
Alternates				
No. 1	Thin Brick		\$ 224,160.00	\$ 232,155.00
Bid Inclusion Items:				
Addenda 1			No	Yes
Addenda 2			No	Yes
Addenda 3			Yes	Yes
Signed Bid Form	(Yes / No)		Yes	Yes
Form of Non-Collusion	(Yes / No)		Yes	Yes
MWBE Documents	(Yes / No)		Yes	Yes
Unit Price #1	Regular time labor rates including labor burden and OII&P	not read	not read	not read
Unit Price #2	Overtime labor rates including labor burden and OH&P	not read	not read	not read
Unit Price #3	Provide precast cornice	Deleted	Deleted	Deleted
Unit Price #4	Provide sealant/caulking	not read	not read	not read
Unit Price #5	Provide chain link fence	not read	not read	not read
Unit Price #6	Provide price (LUMP SUM) to furnish design assistance and shop drawings for fabrication:	\$10,000	\$130,000	\$50,000
Unit Price #7	Precast sills: #/ \$ each/total			\$100/piece
Unit Price #8	Precast cornice ltr/\$ per ltr/total			300 ltr/\$140 per ltr \$42,000
Unit Price #9	30 Precast bollards \$ each/total	31 bollards/ \$16,425		\$400/piece

Certification By:

Don P. [Signature]



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Contract with Tripp Brothers, Inc. for On-Call Utility Cut Repairs

Explanation: **Abstract:** The 2013-2014 On-Call Utility Cut Repairs Contract will provide a means to repair streets, sidewalks, curb and gutter, etc. affected by utility cuts that City staff cannot repair due to workload/time constraints.

Explanation: In August 2013, the Public Works Department advertised for bids for on-call utility cut repairs due to the volume of repairs requested over the past year. The services in this contract include asphalt repair, sidewalk/driveway installation, curb and gutter installation, and sub-surface improvements. The original bid opening date was September 25, 2013, but staff did not receive the minimum number of bids. The bids were not opened, the project was re-advertised for one week, and bids were opened on October 8, 2013. Staff received two bids. The lowest responsible, responsive bidder was Tripp Brothers, Inc.

The contract is for on-call services for a one-year period from the date the contract is executed. Based on the anticipated workload over the next year, staff recommends a not-to-exceed value of \$175,000. The quantity reflected in Tripp Brothers' bid is approximately 75% of the quantities of repair work completed in the past year by City forces. The authorization level is not a guarantee of work and is a not-to-exceed amount. Work performed under this contract will be authorized through work orders consisting of multiple utility cut repairs. This on-call contract is being implemented to be more responsive to the public when the number of street cuts exceeds our ability to respond in a reasonable period of time.

Due to the document's size (203 pages), a partial contract is attached. The full contract is available for review upon request.

Fiscal Note: Funds for each work order come from the Public Works Street Division's budget or from approved Capital Improvement Program projects. Those

repairs classified as utility repair roadway cuts will be charged to the respective utility making the street cut. Upon completion of repairs by the on-call utility contractor, the City will submit an invoice to the appropriate utility reflecting the contractor's invoice plus 15% to cover the City's administrative cost.

Recommendation: Award a contract for on-call utility cut repairs for a period of one year to Tripp Brothers Inc. in an amount not to exceed \$175,000.

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

Attachments / click to download

 [Bid Tab Summary for On Call Utility Cut Repairs Contract](#)

 [On Call Utility Cut Contract](#)

2013-2014 On-Call Utility Cut Repairs

BID SUMMARY SHEET

City of Greenville, North Carolina

Engineering Division

Bid Opening: October 8, 2013 @ 10:00 a.m.

<i>Contractor</i>	<i>Rec'd Addendum 1 & 2</i>		<i>5% Bid Bond</i>		<i>M/WBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Total Base Bid</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
Tripp Brothers Inc.	x		x		x		x		\$120,471.25
Carolina Earth Movers		x	x		x		x		\$222,424.10

13-14 UTILITY CUTS ON-CALL CONTRACT

PROPOSALS, CONTRACT FORMS And SPECIFICATIONS

PROJECT NUMBER: PWD-2013-005



THE CITY OF GREENVILLE
PUBLIC WORKS DEPARTMENT
1500 BEATTY STREET
GREENVILLE, NC 27834
252-329-4467



8/21/13

BARBARA LIPSCOMB
CITY MANAGER

LYNN RAYNOR, PE
CIVIL ENGINEER II

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APPENDICES

**ADVERTISEMENT FOR BIDDERS
GREENVILLE, NORTH CAROLINA**

Sealed bids are invited and will be received by the City of Greenville Public Works Department, 1500 Beatty Street, Greenville, NC 27834 until **Wednesday, September 25, 2013 at 10:00 a.m. local time,** and immediately thereafter the sealed bids will be publicly opened and read for furnishing and constructing the following:

**13-14 Utility Cuts On-Call Contract
GREENVILLE, NORTH CAROLINA**

Bids must be submitted on the complete project. Bids must be enclosed in a sealed envelope, addressed to the City of Greenville, and the outside of the envelope must be marked "2013-2014 On-Call Utility Cuts, Greenville, North Carolina" along with the name, address, and license number of the Bidder. All bids must be made on blank forms provided and included in the bound document or provided through subsequent addenda.

The On-Call Utility Cuts contract will consist of repairing streets in Greenville after utility cuts are made by others. This includes undercut excavation, placement of select backfill, aggregate base course, asphalt pavement, curb and gutter replacement, and sidewalk/driveway replacement. Repairs will be grouped in Task Orders as needed. The Contractor will install improvements on City of Greenville and NCDOT Rights of Way and will be subject to their associated standards and specifications. The contract will be for 1 year of on-call services, with the option to renew for an additional year.

Each bid must be accompanied by cash or a certified check, drawn on a bank of trust company authorized to do business in North Carolina, payable to the City of Greenville in an amount at least equal to five percent (5%) of the total amount of the bid, as a guarantee that a contract will be entered into. In lieu of cash or a certified check, the Bidder may submit a bid bond in the form prescribed in G.S. 143-139 as amended by Chapter 1104 of the Public Laws of 1951.

Each bid proposal must be accompanied by all appropriate forms and documentation to be considered responsive, including applicable Minority and Women Owned Business forms.

Sales tax may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax, from which the City of Greenville is exempt.

Contractors are notified that legislative acts relating to licensing of contractors will be observed in receiving bids and awarding contracts. Firms submitting a proposal are attesting that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

Minority and Women Owned Firms are encouraged to submit proposals. Please note that as of July 1, 2009, the City of Greenville only accepts State-certified HUB contractors to fulfill the M/WBE requirements for City funded projects.

A Pre-bid Conference will be held for all interested bidders on Thursday, September 5, 2013, at 10:00 am in the City of Greenville Public Works Conference room, located at 1500 Beatty Street, Greenville, NC. The pre-bid IS mandatory.

From **Monday, August 26, 2013 at 8:00 a.m.** until the date of bid opening, specifications will be on file and may be examined during normal office hours at City of Greenville Public Works Department, Carolinas Associated General Contractors, Dodge Plan Room and the Hispanic Contractor Association in Raleigh. Digital copies of plans, specifications and bid documents may be obtained at no cost from the Engineering Division of Public Works, 1500 Beatty Street, Greenville, North Carolina or by contacting Addison Gainey, CE I at (252) 329-4474.

The Successful Bidder will be required to provide a ***Performance and Payment Bond*** in the total aggregate penal sum equal to the total Contract Sum to complete all work established in the specifications.

The right is reserved to reject any or all bids, to waive informalities, and to award contract or contracts which, in the opinion of the Owner, appear to be in its best interest. The right is reserved to hold any or all proposals for a period of sixty (60) days from the opening thereof. Bid Tabulation Sheets will be mailed to all bona fide bidders.

City of Greenville
Public Works Department
Engineering Division
1500 Beatty Street
P.O. Box 7207
Greenville, NC 27835-7207
(252)329-4434
Lynn Raynor, PE – Civil Engineer II (lraynor@greenvillenc.gov)
or
Angelene E. Brinkley, CLGPO
Purchasing Manager
City of Greenville, NC
Telephone: 252/329-4462
Fax: 252/329-4464
Email: abrinkley@greenvillenc.gov

BID FORM

PROJECT IDENTIFICATION: **13-14 Utility Cuts On-Call Contract
GREENVILLE, NORTH CAROLINA**

THIS BID IS SUBMITTED TO: **CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT
1500 BEATTY STREET
GREENVILLE, NORTH CAROLINA**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all, which is hereby acknowledged: (List Addenda by Addendum Number and Date)

<u>Addendum Number</u>	<u>Date</u>
<u>1</u>	<u>9-5-13</u>
<u>2</u>	<u>9-11-13</u>
<u>3</u>	<u>9-25-13</u>

- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC- 4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.02 of

BID FORM

BF-1

the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for not having done so) all such additional or supplementary examinations, investigations, explorations, tests studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- (e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - (g) **BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.**
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following unit price(s):

All specific cash allowances are included in the price(s) set forth and have been computed in accordance with paragraph 11.02 of the General Conditions.

Unit Prices have been computed in accordance with paragraph 11.03 of the General Conditions.

5. BIDDER acknowledges that quantities for unit price work are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents. BIDDER agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or number of calendar days indicated in the Agreement.
6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
7. The following documents are attached to and made a condition of this Bid:
 - Required Bid Security in the form of Bid Bond or Certified Check
 - Non-Collusion Affidavit
 - M/WBE Documentation
8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on the 8 day of October, 2013.

By TRIPP BROS INC. being a CORP.
Contractor's firm name Sole Proprietorship, Partnership, Corporation,
Company, firm

State Contractor License No. 52247

BY: [Signature]

TITLE: [Signature]
(Owner, Partner, or Corporate President or Vice-President only)

ADDRESS: P.O. Box 128
Ayden, NC 28513

ATTEST: [Signature]

TITLE: Secretary
(Corporate Secretary or Assistant Secretary only)

(SEAL)

**REVISED SCHEDULE OF QUANTITIES FOR BID
13-14 UTILITY CUTS ON-CALL CONTRACT
OWNER: CITY OF GREENVILLE**

BID OPENING DATE: September 25, 2013

The unit prices noted herein shall include installing in place, complete and accepted.

SECTION 1: REPAIR UTILITY CUTS

Item No.	Item Description	Scheduled Quantities	Unit	Unit Price	Amount
1	MOBILIZATION	12	EA	3000 ⁰⁰	36000 ⁰⁰
2	UNDERCUT EXCAVATION AND SELECT BACKFILL	300	CY	30 ⁰⁰	9000 ⁰⁰
3	8" COMPACTED AGGREGATE BASE COURSE	975	SY	15 ⁴⁰	15015 ⁰⁰
4	3" ASPHALT CONCRETE SURFACE COURSE, S9.5B	975	SY	28 ⁷⁵	28031 ²⁵
5	ADJUST WATER/GAS VALVE BOXES	20	EA	150 ⁰⁰	3000 ⁰⁰
6	SAW CUTTING (ASPHALT)	1500	LF	3 ⁰⁰	4500 ⁰⁰
7	SAW CUTTING (CONCRETE)	225	LF	4 ⁰⁰	900 ⁰⁰
8	2'-0" STANDARD CONCRETE CURB AND CUTTER	130	LF	35 ⁰⁰	4550 ⁰⁰
9	2'-6" STANDARD CONCRETE CURB AND GUTTER	130	LF	45 ⁰⁰	5850 ⁰⁰
10	2'-0" CONCRETE ROLL CURB AND GUTTER	25	LF	35 ⁰⁰	875 ⁰⁰
11	3'-0" CONCRETE VALLEY GUTTER	25	LF	50 ⁰⁰	1250 ⁰⁰
12	CONCRETE SIDEWALK (4" THICK)	50	SY	40 ⁰⁰	2000 ⁰⁰
13	CONCRETE DRIVEWAY REPAIR (6")	100	SY	60 ⁰⁰	6000 ⁰⁰
14	TESTING ALLOWANCE	1	LS	\$3500	3500 ⁰⁰

PROJECT TOTAL

\$120,471²⁵

Contractor
License No.
Signature
Date

TRIPP BROS INC.
52247
[Signature]
10/2/13

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James E Clement, Robert S Hyatt, Sarah Stanford Jenkins, Betty R Moore, Scott P Cooper, Jennifer L Crawford, Chelsey M Williams, Individually

of Greenville, NC, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of October, 2012.

WESTERN SURETY COMPANY

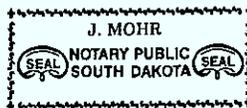


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of September, 2013.

WESTERN SURETY COMPANY



L. Nelson
L. Nelson, Assistant Secretary

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tripp Bro's, Inc.

as Principal, hereinafter called the Principal, and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter

called the Surety, are held and firmly bound unto City of Greenville

as Oblige, hereinafter called the Oblige, in the sum of

Five Percent of the amount bid

Dollars (\$ -5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 13-14 Utility Cuts on Contract

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of September, 2013.


(Witness)

Tripp Bro's, Inc.
(Principal) (Seal)
By Bobby J. Tripp
Bobby J. Tripp, President


(Witness)

Western Surety Company
(Surety) (Seal)
By Chelsey M. Williams
Chelsey M. Williams, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

G-108041-A

ATTACH TO BID

ATTACH TO BID

ATTACH TO BID

ATTACH TO BID

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of (NC)

County of (Pitt)
dean H Tripp of

Tripp Bro's Inc., being first duly sworn, deposes and says that:

for s/he (1) He is owner / CEO of Tripp Bro's Inc., the Bidder that has submitted the attached Bid.

for s/he (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, (directly or indirectly) with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Greenville or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) dean H. Tripp

(Title) owner / CEO

Subscribed and sworn to before me this 25th day of Sept, 2013.

My commission expires 10/24/2017.



AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year **201** by and between the **City of Greenville, NC** (hereinafter called OWNER) and _____(hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

13-14 Utility Cuts On-Call Contract

Article 2. ENGINEER.

The Project has been designed by the City of Greenville, Public Works Department, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Once the Notice of Award has been issued, the OWNER may assume all or part of the responsibilities of the ENGINEER and RESIDENT PROJECT REPRESENTATIVE.

Article 3. CONTRACT TIMES.

3.1 The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within the times specified below:

Total Contract Completion Time Base Bid – 365 Calendar Days

The Contract Times shall commence to run as provided in paragraph 2.03 of the General Conditions.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1 For all Work other than Unit Price Work, a Lump Sum as shown in the BID.

All specific cash allowances are included in the BID and have been computed in accordance with paragraph 11.02 of the General Conditions.

4.2 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the BID.

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

5.1 Applications for Payment by the CONTRACTOR, processing of same by the ENGINEER and OWNER, and associated retainage shall be as set forth in the Standard Special Provisions.

Article 6. INTEREST.

Pursuant to paragraph 143-134.1, General Statutes of North Carolina, the balance due prime Contractors shall be paid in full within 45 days after respective prime contracts have been accepted by Engineer and Owner, or occupied by Owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever Engineer determines that delay in completion of the project in accordance with terms of the Drawings and Specifications is the fault of Contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. No payment shall be delayed because of the failure of another prime Contractor on such project to complete his contract. Should final payment to any prime Contractor beyond the date such contracts have been declared to be completed by Engineer, accepted by Owner, or occupied by Owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said prime Contractor shall be paid interest, beginning on the 46th day, at the rate of twelve percent per annum on such unpaid balance as may be due. Where a conditional acceptance of a contract exists, and where Owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts determination set forth in paragraph SC - 4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for

CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Exhibits to this Agreement:
 - a. Certificate of Insurance.
 - b. Geotechnical Report (not applicable).
- 8.3 Performance, Payment, and/or other Bonds.
- 8.4 Notice to Proceed.
- 8.5 General Conditions.
- 8.6 Supplementary Conditions.
- 8.7 Standard Special Provisions
- 8.8 Specifications bearing the title **13-14 Utility Cuts On-Call Contract** and consisting of divisions as listed in table of contents thereof.

- 8.9 Drawings consisting of each sheet bearing the following general title: N/A.
- 8.10 Addenda numbers () inclusive.
- 8.11 CONTRACTOR's Bid Form.
- 8.12 Minority/Women Business Enterprise documentation submitted by CONTRACTOR with the Bid Proposal.
- 8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, their partner, successors, assigns and legal representatives to the other party hereto, their partner, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

CITY OF GREENVILLE _____

BY _____

BY _____

NAME _____

NAME _____

TITLE MAYOR _____

TITLE _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

TITLE CITY CLERK _____

TITLE _____

Address for giving notices

Address for giving notices

PO Box 7207

Greenville, NC 27835-7207

License No. _____

Employer Identification Number _____

APPROVED AS TO FORM

David A. Holec, City Attorney

PRE AUDIT CERTIFICATION

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

Bernita Demery, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called PRINCIPAL, and

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

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

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of _____

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 201____, a copy of which is hereto attached and made a part hereof for the construction of: City of Greenville,

13-14 Utility Cuts On-Call Contract

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials,

lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant; (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or same by registered mail or certified mail, postage prepaid, in an envelope address to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND of the Contract shall include any alteration addition, extension, or modification of any character whatsoever. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the ____ day of _____, 201__.

ATTEST:

Principal

(Principal Secretary)

BY _____(s)

(Address)

(SEAL)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(Witness as to Surety)

By _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

NOTICE OF AWARD

TO:

PROJECT: **13-14 Utility Cuts On-Call Contract**

The City of Greenville has considered the bid submitted by you on for the above-described Work in response to its Advertisement for Bids and Instructions to Bidders.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to acknowledge and return to the Owner a copy of this Notice of Award.

Dated this ____ day of _____, 201__.

Owner: City of Greenville

BY: _____
Scott P. M. Godefroy, PE
City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

By: _____ Signature: _____
(Print name)

Title: _____ Company: _____

This the _____ day of _____, 201__.



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Agreement with First Southwest Company for Financial Advisory Services

Explanation: **Abstract:** Attached is a new financial advisory agreement with First Southwest Company. It is the practice of the City of Greenville and Greenville Utilities Commission (GUC) to utilize the same financial advisors.

Explanation: First Southwest Company has been serving as the City and GUC's financial advisors since fiscal year 2008. This company was awarded the contract through a competitive process for five years, ending last fiscal year. Staff is requesting to renew the contract for an additional 5-year period with an automatic annual renewal option. The attached contract has also been reviewed by the City Attorney and the staff at GUC.

Fiscal Note: The services provided by First Southwest will be negotiated and paid from each debt issuance. The amount negotiated will be based on the size, type, and method of the offering as referenced in the contract. This process is consistent with what the City and GUC have done in the past. From time to time, the City or GUC may desire additional financial advisory services for matters that are not directly related to pending bond transactions. In such instances, the fees will be based on an hourly rate.

Recommendation: Approve the attached Financial Advisory Agreement with First Southwest Company to provide financial advisory services for a period of five years, with an automatic renewal option annually.

Attachments / click to download

 [FA Agreement City of Greenville NC 2013 968254](#)

FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the “Agreement”) is made and entered into by and between City of Greenville, NC (the “Issuer”) and First Southwest Company (“FirstSouthwest”) effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of FirstSouthwest to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the “Debt Instruments”) from time to time during the period in which this Agreement shall be effective; and

WHEREAS, FirstSouthwest is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and FirstSouthwest, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, FirstSouthwest agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to FirstSouthwest the compensation as provided in Section V hereof.

- A. Financial Planning. At the direction of Issuer, FirstSouthwest shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration.
2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.
3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information and experience available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.
4. Market Information. Advise the Issuer of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.
5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FirstSouthwest will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by

the Issuer.

B. Debt Management and Financial Implementation. At the direction of Issuer, FirstSouthwest shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the Debt Instruments are to be sold by an advertised competitive sale, FirstSouthwest will:

- (1) Supervise the sale of the Debt Instruments;
- (2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
- (3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
- (4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, FirstSouthwest will:

- (1) Recommend for Issuer's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.
- (2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FirstSouthwest will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms

of the Issuer's agreement with the underwriters, but shall not be or become an obligation of FirstSouthwest, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FirstSouthwest.

(3) Advise the Issuer as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FirstSouthwest shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, FirstSouthwest shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FirstSouthwest will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations

incident to the Debt Instruments is required, make arrangements for such services.

8. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FirstSouthwest may be of assistance or service and the subject of financing is to be discussed.

9. Printing. To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.

10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.

11. Changes in Laws. Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FirstSouthwest becomes aware in the ordinary course of its business, it being understood that FirstSouthwest does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.

12. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, FirstSouthwest agrees to make available to Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and FirstSouthwest regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement

as to the compensation to be received by FirstSouthwest for such services:

1. Investment of Funds. From time to time, as an incident to the other services provided hereunder as financial advisor, FirstSouthwest may purchase such investments as may be directed and authorized by Issuer to be purchased, it being understood that FirstSouthwest will be compensated in the normal and customary manner for each such transaction. In any instance wherein FirstSouthwest may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of Issuer, we will disclose to Issuer the nature and, to the extent such is known, the amount of any such compensation so that Issuer may consider the information in making its investment decision. It is understood and agreed that FirstSouthwest is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, Inc. (“FirstSouthwest Asset Management”), a duly registered investment advisor. Issuer may, from time to time, utilize the broker/dealer services of FirstSouthwest and/or the investment advisory services of FirstSouthwest Asset Management with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of FirstSouthwest and/or FirstSouthwest Asset Management to provide such services shall be determined by mutual agreement at the time such services are requested.
2. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
3. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Issuer.
4. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Issuer.
5. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

SECTION III TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement,

shall remain in effect thereafter for a period of five (5) years from such date. Unless FirstSouthwest or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods.

SECTION IV TERMINATION

This Agreement may be terminated with or without cause by the Issuer or FirstSouthwest upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due FirstSouthwest for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to FirstSouthwest for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and FirstSouthwest, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which FirstSouthwest is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

SECTION VI MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of North Carolina.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and FirstSouthwest, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the

other party.

3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

4. Insurance: FirstSouthwest shall purchase and maintain insurance coverage including General Liability insurance in the amount of \$2 million general aggregate with a \$5 million umbrella and maintain a fidelity blanket bond coverage of \$5 million with \$10 million annual aggregate. FirstSouthwest shall furnish the Issuer with a Certificate evidencing insurance coverage as above and an Endorsement with the Issuer named as an Additional Insured.

5. Equal Employment Opportunity: It is the policy of FirstSouthwest to provide equal employment opportunity to all persons without regard to their age, race, color, religion, sex, national origin, physical disability or handicap. Personnel actions, which include recruiting and hiring, selection for training, compensation, transfer, working conditions, benefits and privileges, promotion and termination, will be administered to all employees without discrimination. In pursuing this policy, it is FirstSouthwest intention to further the principles of equal employment opportunity by the employment of minority groups and women, within the constraints or availability and appropriate qualifications. Promotion decisions will continue to be made in accord with the principles of equal employment opportunity in all personnel actions aimed at assuring true equality of employment and a work environment without discrimination.

6. E-Verify Compliance: FirstSouthwest shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if FirstSouthwest utilizes a subcontractor, FirstSouthwest shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. FirstSouthwest represents that FirstSouthwest is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day hereinabove first mentioned.

Approved as to form

David A. Holec, City Attorney

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
Barbara Lipscomb, City Manager

ATTEST:

Carol L. Barwick, City Clerk

FIRST SOUTHWEST COMPANY

Janice J. Burke

By: _____
Janice Burke, Managing Director

By: *Amy Viner* _____
Amy Viner, Senior Vice President

Date: _____

ATTEST:

Secretary

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

APPENDIX A

The fees due FirstSouthwest will not exceed those contained in our customary fee schedule as listed below.

\$9,000	for the first	\$	1,000,000	of bonds issued
plus \$ 4.00 per \$1,000	for the next	\$	4,000,000	of bonds issued
plus \$ 2.00 per \$1,000	for the next	\$	5,000,000	of bonds issued
plus \$ 1.00 per \$1,000	for the next	\$	40,000,000	of bonds issued
plus \$.75 per \$1,000	thereafter			

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the Issuer.

Bidding Investment Agreement Services: Compensation to FirstSouthwest for bidding investment agreement services shall be calculated in accordance with the then current Internal Revenue Service safe harbor regulations. Currently the Internal Revenue Service calculation is the lesser of: (a) \$32,000 or (b) 0.2 percent of the securities' computation base (as defined in §1.148-5(e)(2)(iii)(B)(2)) or, if more, \$3,000 and the issuer does not treat more than \$90,000 in broker's commissions or similar fees as qualified administrative costs with respect to all guaranteed investment contracts and investments for yield restricted defeasance escrows purchased with gross proceeds of the issue.

The payment of charges for financial advisory services described in Section I of the foregoing Agreement shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between FirstSouthwest and Issuer.

The Issuer shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by FirstSouthwest as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

The payment of reimbursable expenses that FirstSouthwest has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by FirstSouthwest.



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Report on Contracts Awarded

Explanation: **Abstract:** The Director of Financial Services reports monthly the bids and/or contracts awarded over a certain dollar threshold by the Purchasing Manager and City Manager.

Explanation: The Director of Financial Services reports that the following contracts were awarded during the month of November 2013.

Date Awarded	Description	Vendor	Amount	M/WBE Yes/No
11/12/13	2014 Freightliner M2-106 Altec Model Truck NJPA Cooperative Contract#060311-ALL	Altec Industries, Inc.	\$196,757.00	No
11/13/13	2013 Ford F750 Dump Truck State Contract#070G	Capital Ford, Inc.	\$69,000.00	No

Fiscal Note: Funding for the 2014 Freightliner M2-106 Altec Truck was approved in the Public Works Department's 2013-2014 Vehicle Replacement Fund in the amount of \$197,000.

Funding for the 2013 Ford F750 Dump Truck was approved in the Recreation and Parks Department's 2013-2014 Vehicle Replacement Fund in the amount of \$89,000.

Recommendation: That the award information be reflected in the City Council minutes.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Various tax refunds greater than \$100

Explanation: **Abstract:** Pursuant to North Carolina General Statute 105-381, adjustment refunds are being reported to City Council. These are refunds created by a change or release of value for City of Greenville taxes by the Pitt County tax Assessor. Pitt County Commissioners have previously approved these refunds; they are now before City Council for their approval as well. These adjustment refunds will be reported as they occur when they exceed \$100.

Explanation: The Director of Financial Services reports adjustment refunds of the following taxes:

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
CoreLogic Real Estate Tax Service	Real Property Refund #32923	\$529.20
Nellie G. Daniels	Real Property Refund #32672	\$251.75
QBE First	Real Property Refund #28340	\$759.70
SECU, Attn: Escrow Dept.	Real Property Refund #17849	\$361.62
Jose Ali Allen	Registered Motor Vehicle Refund	\$114.66
Marcie C. Eubanks	Registered Motor Vehicle Refund	\$111.17
Wesley M. Measamer	Registered Motor Vehicle Refund	\$880.52
Daniel Lee Nanney	Registered Motor Vehicle Refund	\$189.91
Robert Liston Whitaker	Registered Motor Vehicle Refund	\$297.44

Fiscal Note: The total to be refunded is \$3,495.97.

Recommendation: Approval of tax refunds by City Council

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Resolution of intent to close a portion of an alley on the north side of 205 and 207 East Fifth Street

Explanation: **Abstract:** The City has received a petition to close a portion of an alley being north of 205 and 207 East Fifth Street as shown on the attached map.

Explanation: The City received a petition from Joyner Commercial Rentals, LLC, owner of the property at 205 East Fifth Street, and Smith and Wiggins, LLC, owner of the property at 207 East Fifth Street, requesting the closure of a portion of the alley lying and being north of their properties.

The petitioners are in the design phase to redevelop their properties. The buildings are multi-story brick structures built in 1915 and 1925. Redevelopment of the property requires the construction of an elevator. The elevator is proposed to be constructed on the north side of the buildings to retain as much of the existing structure and character of the buildings as possible. At this location, a portion of the elevator would encroach upon the alley. The owners approached the city inquiring about the feasibility of an encroachment agreement for the elevator into the alley. After lengthy discussions with City staff, it was determined the most appropriate option was to close that portion of the alley being in the footprint of the proposed elevator. The area of the alley being requested to be closed is shown on the attached map.

The petition is being reviewed by City staff and Greenville Utilities Commission for comments. Comments will be presented to City Council at the public hearing for consideration.

Fiscal Note: Adoption of the resolution of intent to close a portion of an alley has no fiscal impact to the City.

Recommendation: Adopt the Resolution of Intent to Close a Portion of an Alley on the North Side of 205 and 207 East Fifth Street and set a public hearing for January 9, 2014, at 7:00 p.m. to consider the advisability of closing portions of the aforesaid street.

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

Attachments / click to download

 [Fifth Street alley closing map](#)

 [CC agenda Resolution of intent to close part alley 207 E. Fifth 968273](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE A PORTION OF
AN ALLEY ON THE NORTH SIDE OF 205 AND 207 E. FIFTH STREET

WHEREAS, the City Council intends to close said a portion of said alley 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 a portion of said alley, more particularly described as follows:

- To Wit: A portion of the 15 foot \pm public alley between Cotanche Street and Reade Street lying north of 205 and 207 E. Fifth Street as shown on the plat entitled, "Street Closing Map For A Portion of The Public Alley Lying North of 207 E. Fifth Street", prepared by Spruill & Associates Inc. and dated November 13, 2013.
- Location: Lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina, located south of E. Fourth Street, west of Reade Street, north of E. Fifth Street and east of Cotanche Street, and being bounded as follows: on the north, east and west by the public alley; on the south by the property of Smith Wiggins, LLC (D.B. 3127, P. 748) and Joyner Commercial Rentals, LLC (D.B. 3125, P. 672)
- Description: Commencing at the southwest corner of a building located at the northeast corner of the intersection of the rights of way of E. Fifth Street and Cotanche Street; thence along the east right of way of Cotanche Street N 16°22'35" E 134.95 feet to the northwest building corner located on the south side of the public alley; thence along the southern side of said public alley S 73°32'10" E 62.53 feet to the POINT OF BEGINNING; thence from said beginning point N 16°27'50" E 7.30 feet to a point; thence S 73°32'10" E 37.31 feet; thence S 16°32'26" W 7.30 feet to the northwest corner of a building located at the northern common corner of the aforementioned Smith Wiggins, LLC property and the property of MS Rentals, LLC (D.B. 2412, P. 759); thence along the northern line of the Smith Wiggins, LLC property N 73°32'10" W 30.20 feet to an existing iron bar at the northern common corner of the Smith Wiggins, LLC property and the aforementioned Joyner Commercial Rentals, LLC property; thence with the Joyner Commercial Rentals, LLC northern line N 73°32'10" W 7.10 feet to the POINT OF BEGINNING and containing 272.3 square feet and being a portion of the public alley between Cotanche Street and Reade Street lying north of Pitt County Parcel Numbers 12630 and 02607.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chambers, City Hall, Greenville, North Carolina, on the 9th day of January, 2014, 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 12th day of December, 2013.

Allen M. Thomas, Mayor

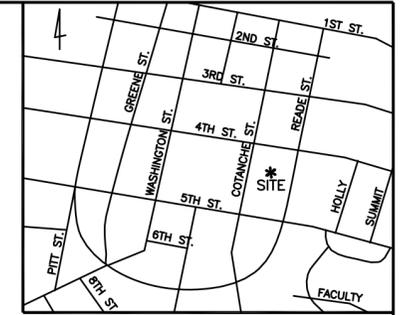
ATTEST:

Carol L. Barwick, City Clerk

PRELIMINARY PLAT; NOT FOR RECORDATION,
CONVEYANCES, OR SALES

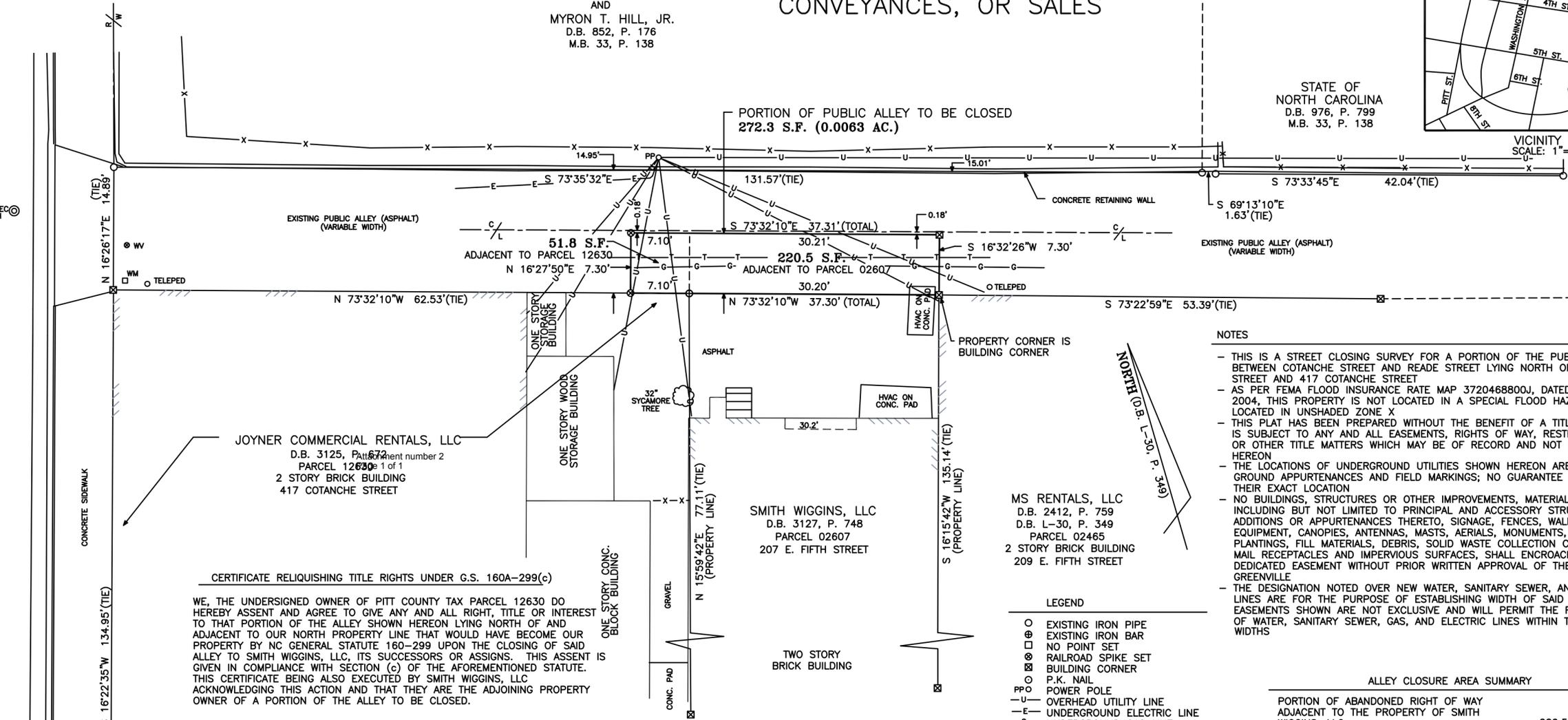
ROBERT R. BROWNING
AND
MYRON T. HILL, JR.
D.B. 852, P. 176
M.B. 33, P. 138

STATE OF
NORTH CAROLINA
D.B. 976, P. 799
M.B. 33, P. 138



VICINITY MAP
SCALE: 1"=100'

PORTION OF PUBLIC ALLEY TO BE CLOSED
272.3 S.F. (0.0063 AC.)



NOTES

- THIS IS A STREET CLOSING SURVEY FOR A PORTION OF THE PUBLIC ALLEY BETWEEN COTANCHE STREET AND READE STREET LYING NORTH OF 207 E. FIFTH STREET AND 417 COTANCHE STREET
- AS PER FEMA FLOOD INSURANCE RATE MAP 3720468800J, DATED JANUARY 2, 2004, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA; LOCATED IN UNSHADED ZONE X
- THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS OR OTHER TITLE MATTERS WHICH MAY BE OF RECORD AND NOT EXPRESSLY SHOWN HEREON
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND APPURTENANCES AND FIELD MARKINGS; NO GUARANTEE IS MADE AS TO THEIR EXACT LOCATION
- NO BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE
- THE DESIGNATION NOTED OVER NEW WATER, SANITARY SEWER, AND/OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS, AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS

- LEGEND
- EXISTING IRON PIPE
 - ⊗ EXISTING IRON BAR
 - NO POINT SET
 - ⊕ RAILROAD SPIKE SET
 - ⊠ BUILDING CORNER
 - P.K. NAIL
 - POWER POLE
 - U- OVERHEAD UTILITY LINE
 - E- UNDERGROUND ELECTRIC LINE
 - G- UNDERGROUND GAS LINE
 - T- UNDERGROUND TELEPHONE LINE
 - WM □ WATER METER
 - WV ⊙ WATER VALVE
 - X- FENCE
 - c/L CENTERLINE
 - R/W RIGHT OF WAY

ALLEY CLOSURE AREA SUMMARY

PORTION OF ABANDONED RIGHT OF WAY ADJACENT TO THE PROPERTY OF SMITH WIGGINS, LLC	220.5 S.F.
PORTION OF ABANDONED RIGHT OF WAY ADJACENT TO THE PROPERTY OF JOYNER COMMERCIAL RENTALS, LLC	51.8 S.F.
TOTAL PUBLIC ALLEY AREA TO BE CLOSED AND ABANDONED	272.3 S.F. (0.0063 AC.)

CERTIFICATE RELIQUISHING TITLE RIGHTS UNDER G.S. 160A-299(c)

WE, THE UNDERSIGNED OWNER OF PITT COUNTY TAX PARCEL 12630 DO HEREBY ASSENT AND AGREE TO GIVE ANY AND ALL RIGHT, TITLE OR INTEREST TO THAT PORTION OF THE ALLEY SHOWN HEREON LYING NORTH OF AND ADJACENT TO OUR NORTH PROPERTY LINE THAT WOULD HAVE BECOME OUR PROPERTY BY NC GENERAL STATUTE 160-299 UPON THE CLOSING OF SAID ALLEY TO SMITH WIGGINS, LLC, ITS SUCCESSORS OR ASSIGNS. THIS ASSENT IS GIVEN IN COMPLIANCE WITH SECTION (c) OF THE AFOREMENTIONED STATUTE. THIS CERTIFICATE BEING ALSO EXECUTED BY SMITH WIGGINS, LLC ACKNOWLEDGING THIS ACTION AND THAT THEY ARE THE ADJOINING PROPERTY OWNER OF A PORTION OF THE ALLEY TO BE CLOSED.

JOYNER COMMERCIAL RENTALS, LLC
D.B. 3125, Paragraph number 2
PARCEL 12630 of 1
2 STORY BRICK BUILDING
417 COTANCHE STREET

SMITH WIGGINS, LLC
D.B. 3127, P. 748
PARCEL 02607
207 E. FIFTH STREET

I, JOHN A. DOMINY, II, A NOTARY PUBLIC FOR PITT COUNTY, NORTH CAROLINA, DO HEREBY CERTIFY THAT JANE LONG JOYNER AND GREG SMITH PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THIS CERTIFICATE. WITNESS MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____, 2013.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

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 THE PUBLIC ALLEY LYING NORTH OF 207 E. FIFTH STREET, 209 E. FIFTH STREET AND 417 COTANCHE STREET.

RESOLUTION No.: _____

SIGNED: _____ MAYOR

SIGNED: _____ CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF PITT

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: _____

PRELIMINARY PLAT; NOT FOR RECORDATION,
CONVEYANCES, OR SALES

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

STEPHEN N. SPRUILL L-2723
APPROVED:
GREENVILLE SUBDIVISION ADMINISTRATOR

STATE OF NORTH CAROLINA, PITT COUNTY

I, STEPHEN N. SPRUILL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:15,800; THAT ANY BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION REFERENCED HEREON; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS DAY OF _____, 2013

PROFESSIONAL LAND SURVEYOR L-2723

STREET CLOSING MAP FOR
A PORTION OF THE
**PUBLIC ALLEY LYING NORTH OF
207 E. FIFTH STREET**

CITY OF GREENVILLE
GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA
DATE: NOVEMBER 13, 2013 SCALE: 1"=10'
10 0 10 20 30
GRAPHIC SCALE - FEET

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

COTANCHE STREET
(VARIABLE R/W ~ 36' B/B)

FIFTH STREET
(VARIABLE R/W ~ 35' B/B)



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Ordinance requested by Beacon Investments, LLC to rezone 2.966 acres located along the northern right-of-way of Old Fire Tower Road and 670± feet east of County Home Road from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family])

Explanation: **Abstract:** The City has received a request from Beacon Investments, LLC to rezone 2.966 acres located along the northern right-of-way of Old Fire Tower Road and 670± feet east of County Home Road from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family]).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on November 4, 2013.
On-site sign(s) posted on November 4, 2013.
City Council public hearing notice (property owner and adjoining property owner letter) mailed on November 26, 2013.
Public hearing legal advertisement published on December 2 and December 9, 2013.

Comprehensive Plan:

The subject area is located in Vision Area D.

The Future Land Use Plan Map recommends commercial (C) at the intersection of Arlington Boulevard and Fire Tower Road transitioning to office/institutional/multi-family (OIMF) as a buffer to the residential-only areas extending from this intersection.

There is a designated regional focus area at the intersection of Arlington Boulevard and Fire Tower Road. These areas are intended to contain 400,000+ square feet of conditioned floor space.

County Home Road is designated as a connector corridor at its intersection with Fire Tower Road and transitions to a residential corridor at intersection with Bells Chapel Road. Connector corridors are anticipated to contain a variety of higher intensity activities and uses, whereas residential corridors are preferred to accommodate lower intensity residential uses.

The Comprehensive Plan states: "Office/Institutional/Multi-family land uses should be developed along transportation thoroughfares to provide transition between commercial nodes and to preserve vehicle carrying capacity. Office/Institutional/Multi-family development should be used as a buffer between light industrial and commercial development and adjacent lower density residential land uses."

Thoroughfare/Traffic Report Summary (PWD-Engineering Division):

Based on possible use permitted by the requested rezoning, the proposed rezoning classification could generate 273 trips to and from the site via County Home Road, which is a net increase of 168 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined.

History/Background:

In 1972, the subject property was incorporated into the City's extra-territorial jurisdiction and zoned RA20 (Residential-Agricultural).

Present Land Use:

Vacant

Water/Sewer:

Water and sanitary sewer are available along Old Fire Tower Road.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

There are no known environmental constraints.

Surrounding Land Uses and Zoning:

North: CH - Furniture Distributors; CG - Fire Tower Junction

South: RA20 - Three (3) single-family residences

East: RA20 - Vacant

West: RA20 - One (1) mobile home residence and vacant

Density Estimates:

Under the current zoning (RA20), staff would anticipate the site to yield no more than 11 single-family lots.

Under proposed zoning (OR), staff would anticipate the site to yield 41 multi-family units (1, 2 and 3 bedroom units).

The anticipated build-out is 1-2 years.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted to approve the request at its November 19, 2013, meeting.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:
Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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

Attachments / click to download

- [Traffic Report](#)
 - [Location Map](#)
 - [Survey](#)
 - [Bufferyard and Vegetation Standards and Residential Density](#)
 - [Ordinance Beacon Investments 967966](#)
 - [Minutes for Beacon Investments 968210](#)
 - [List of Uses RA20 to CH 966805](#)
-

ORDINANCE NO. 13-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on December 12, 2013, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration; and,

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

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

Section 1. That the following described territory is rezoned from RA20 (Residential-Agricultural) to OR (Office-Residential).

TO WIT: Beacon Investments, LLC Property

LOCATION: Located along the northern right-of-way of Old Fire Tower Road and 670+/- feet east of County Home Road.

DESCRIPTION: Beginning at a point on the northern right-of-way of NCSR 2235 (Old Fire Tower Road) said point being located N 09°23'33" W 30.05' from a point in the centerline of NCSR 2235 (Old Fire Tower Road), said point located in the centerline of NCSR 2235 (Old Fire Tower Road) being located N 77°25'00" E 683.65' as measured along the centerline of NCSR 2235 (Old Fire Tower Road) from the centerline intersection of NCSR 2235 (Old Fire Tower Road) and NCSR 1725 (County Home Road). From the above described beginning, so located, running thence as follows:

Leaving the northern right-of-way of NCSR 2235 (Old Fire Tower Road) N09°23'33" W570.09', thence N77°59'02" E75.98', thence N88°36'02" E151.13', thence S10°45'40" E535.01' to the northern right-of-way of NCSR 2235 (Old Fire Tower Road), thence with

the northern right-of-way of NCSR 2235 (Old Fire Tower Road), S76°21'42" W 239.00' to the point of beginning containing 2.966 acres.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

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

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of December, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 967966

Excerpt from the DRAFT Planning & Zoning Minutes (11/19/2013)

ORDINANCE REQUESTED BY BEACON INVESTMENTS, LLC TO REZONE 2.966 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF OLD FIRE TOWER ROAD AND 670+/- FEET EAST OF COUNTY HOME ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]).- APPROVED

Ms. Chantae Gooby, Planner II, delineated the property. The property is located in the southeastern section of the city between Fire Tower Road and Old Fire Tower Road. There are a variety of residential uses in this area. The property backs up to the commercial properties along Fire Tower Road. There is a Regional Focus Area at Fire Tower Road and Arlington Boulevard where commercial is expected. This particular rezoning does not have access to Fire Tower Road. The request could generate about 168 additional trips per day. Under current zoning, staff would anticipate about 11 single-family lots. Under the proposed zoning, staff would anticipate about 41 multi-family units. The Land Use Plan recommends commercial at Arlington Boulevard and Fire Tower Road, then transitions to office/institutional/multi-family (OIMF). This rezoning request is for OR which is office and multi-family, which is considered part of the OIMF category. In staff's opinion, the request is in compliance with Horizon's Greenville Community Plan and the Future Land Use Plan Map.

Dr. Weitz asked the maximum density.

Ms. Gooby stated the anticipated is 41 which is about 14 units per acre and maximum would be 17 units per acre.

Dr. Weitz asked if the density would be higher if they sought a special use permit.

Ms. Gooby stated that on a piece of property that small, it would seem unlikely.

Dr. Weitz referenced the traffic report that stated a daily use of 15,000 plus trip per day on County Home Road and that it is designed for 12,000. He asked if County Home Road was over capacity.

Ms. Gooby stated that while the road is over capacity at this point the ultimate design is for 33,500.

Dr. Weitz asked if County Home Road is in a long-range plan to be widened.

968210

Ms. Gooby stated it ultimately would be 5 lanes with curb/gutter, wide outside lanes and sidewalks.

Dr. Weitz asked if it was in an adopted plan.

Ms. Gooby stated that she did not know if it is in the TIP.

Dr. Weitz asked for clarification of what Public Works means when they say they will take measures to mitigate traffic.

Ms. Gooby stated the statement means that other measures such as, deceleration lane or designated turn lane, could be required at the time of development.

Chairwoman Basnight opened the public hearing.

Mike Baldwin, representative for Beacon Investments, spoke in favor of the request. He stated it is in compliance with the Comprehensive Plan and Land Use Plan Map. It also offers transitional zoning. He stated that there is little traffic on Old Fire Tower Road. He stated that water and sewer are available to the site. He stated that the owner would comply with City of Greenville storm water policy.

No one spoke against the request.

Chairwoman Basnight closed the public hearing and opened for board discussion.

Dr. Weitz stated the request is consistent with the Comprehensive Plan and Future Land Use Plan Map. He stated that he was prepared to support a motion to approve but had concerns regarding no sidewalks in the area. He stated that an amendment to follow the Bike/Pedestrian Plan that was adopted by the City of Greenville 2011 requires sidewalks be installed at time of development. He is concerned with the capacity of road and pedestrian infrastructure of this area.

Motion made by Mr. Smith, seconded by Ms. Darden, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

EXISTING ZONING

RA20 (Residential-Agricultural)

Permitted Uses

(1) General:

- a. Accessory use or building
- c. On-premise signs per Article N

(2) Residential:

- a. Single-family dwelling
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- c. Wayside market for farm products produced on site
- e. Kennel (see also section 9-4-103)
- f. Stable; horse only (see also section 9-4-103)
- g. Stable; per definition (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

(7) Office/ Financial/ Medical: None*

(8) Services:

- o. Church or place of worship (see also section 9-4-103)

(9) Repair: None*

(10) Retail Trade: None*

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade: None*

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation: None*

*(14) Manufacturing/ Warehousing: * None*

(15) Other Activities (not otherwise listed - all categories): None*

RA20 (Residential-Agricultural)

Special Uses

- (1) General:* None*

(2) Residential:

- b. Two-family attached dwelling (duplex)
- g. Mobile Home
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility

(3) Home Occupations (see all categories):

- a. Home occupation; including barber and beauty shops
- c. Home occupation; including manicure, pedicure or facial salon

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining:

- b. Greenhouse or plant nursery; including accessory sales

(6) Recreational/ Entertainment:

- a. Golf course; regulation
- c.(1). Tennis club; indoor and outdoor facilities

(7) Office/ Financial/ Medical: None*

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- d. Cemetery
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)

(9) Repair: None*

(10) Retail Trade: None*

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade: None*

(12) Construction: None*

(13) Transportation: None*

*(14) Manufacturing/ Warehousing: * None*

(15) Other Activities (not otherwise listed - all categories): None*

PROPOSED ZONING

OR (Office-Residential)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- f. Retail sales incidental

(2) Residential:

- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- k. Family care home (see also section 9-4-103)
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility
- p. Board or rooming house
- q. Room renting

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreation facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operational/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- j. College or other institutions of higher learning
- k. Business or trade school
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- p. Library
- q. Museum
- r. Art Gallery
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- x. Dance studio
- bb. Civic organizations
- cc. Trade or business organizations

(9) Repair: None*

(10) Retail Trade:

- s. Book or card store, news stand
- w. Florist

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade. None*

(12) Construction:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation. None*

*(14) Manufacturing/ Warehousing: * None*

(15) Other Activities (not otherwise listed - all categories). None*

**OR (Office-Residential)
Special Uses**

(1) General. None*

(2) Residential:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity dormitory (LUI) development rating 67 per Article K
- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- o.(1). Nursing, convalescent center or maternity home; minor care facility
- r. Fraternity or sorority house

(3) Home Occupations (see all categories). None*

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining. None*

(6) Recreational/ Entertainment:

- c.(1). Tennis club; indoor and outdoor facilities
- h. Commercial recreation; indoor only, not otherwise listed

(7) Office/ Financial/ Medical:

- f. Veterinary clinic or animal hospital (also see animal boarding; outside facility, kennel and stable)

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- ff. Mental health, emotional or physical rehabilitation center

(9) Repair. None*

(10) Retail Trade:

- h. Restaurant; conventional
- j. Restaurant; regulated outdoor activities

*(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:** None

*(12) Construction:** None

(13) Transportation:

h. Parking lot or structure; principle use

(14) Manufacturing/ Warehousing: * None

(15) Other Activities (not otherwise listed - all categories):

a. Other activities; personal services not otherwise listed

b. Other activities; professional services not otherwise listed

Case No: 13-12

Applicant: Beacon Investments, LLC

Property Information

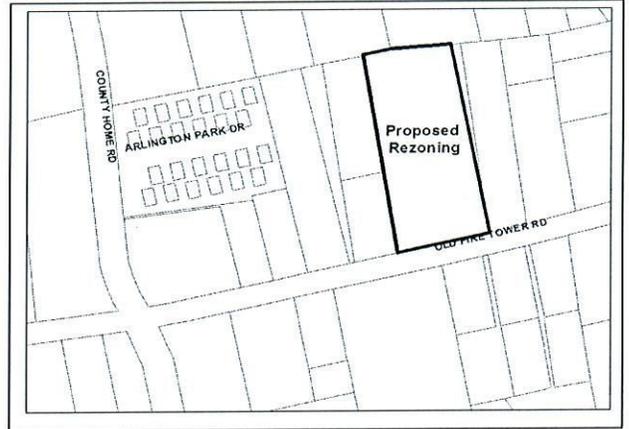
Current Zoning: RA20 (Residential-Agricultural)

Proposed Zoning: OR (Office-Residential)

Current Acreage: 2.966 acres

Location: Old Fire Tower Rd, west of County Home Road

Points of Access: County Home Rd via Old Fire Tower Rd



Location Map

Transportation Background Information

1.) County Home Road- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lanes, paved shoulder	5-lane, curb & gutter, wide outside lanes, sidewalk
Right of way width (ft)	80	no change
Speed Limit (mph)	45	
Current ADT:	15,920 (*)	Ultimate Design ADT: 33,500 vehicles/day (**)
Design ADT:	12,000 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	

Other Information: There are no sidewalks along County Home Road that service this property.

Notes: (*) 2010 NCDOT count adjusted with a 2% growth rate
 (**) Traffic volume based on an operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No projects planned.

Trips generated by proposed use/change

Current Zoning: 105 -vehicle trips/day (*) **Proposed Zoning: 273** -vehicle trips/day (*)

Estimated Net Change: increase of 168 vehicle trips/day (assumes full-build out)

(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on County Home Road are as follows:

1.) County Home Road , North of Site (70%): **“No build” ADT of 15,920**

Estimated ADT with Proposed Zoning (full build) –	16,111
Estimated ADT with Current Zoning (full build) –	15,994
Net ADT change =	117 (<1% increase)

2.) County Home Road , South of Site (30%):

“No build” ADT of 15,920

Estimated ADT with Proposed Zoning (full build) – 16,002

Estimated ADT with Current Zoning (full build) – 15,952

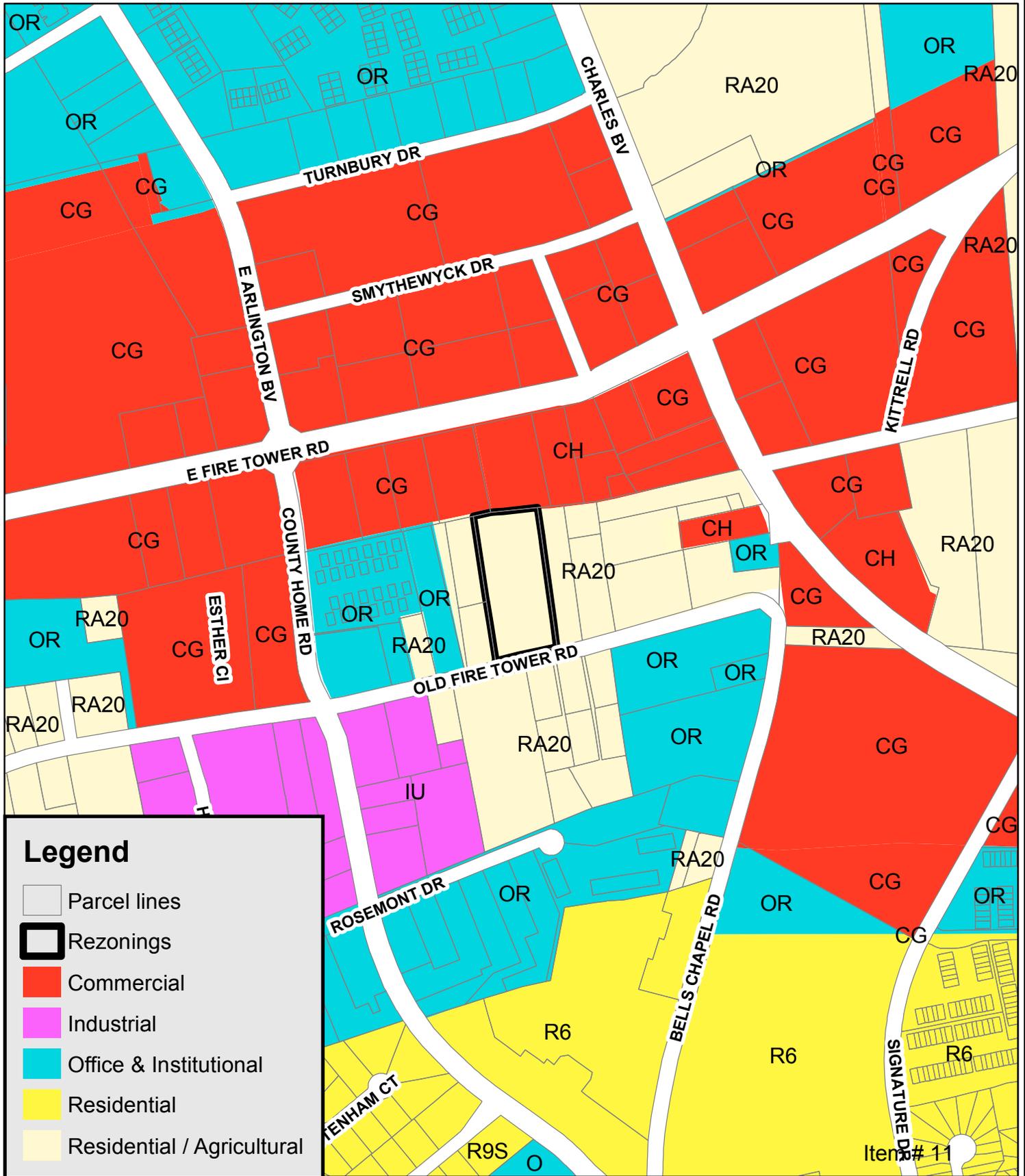
Net ADT change = 50 (<1% increase)

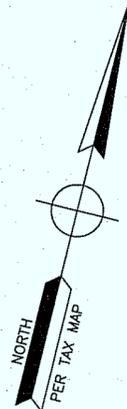
Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 273 trips to and from the site via County Home Road, which is a net increase of 168 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined.

Beacon Investments, LLC
From: RA20 To: OR
2.966 acres
October 28, 2013





LEGEND

- R/W = RIGHT-OF-WAY
- DC = BOOK OF DECREES AND ORDERS
- C/L = CENTERLINE
- EP/EP = EDGE OF PAVEMENT TO EDGE OF PAVEMENT
- DB = DEED BOOK
- NPS = NO POINT SET
- ↖ = NOT TO SCALE

AREA TO BE REZONED: 2.966 ACRES

NCSR 1725-COUNTY HOME ROAD
 (60' R/W PAINT VARIES PUBLIC)
 C/L

RETAIL SALES
 (CG)
 (8)
FIRETOWER, LLC.
DONALD C. SOUTHERLAND, ETAL
 DB 2024, PG 410
 MB 63, PG 132

COVENGTON DOWNE SUBDIVISION
 BLOCK E
 RETAIL SALES
 (CH)
 (9)
WILLIAM L. LUZADDER, & wife JAN J. LUZADDER
 DB 2638, PG 452
 MB 61, PG 85

RETAIL SALES
 (CH)
 (11)
JESSE W. PAGE III TRUSTEE
JESSE W. PAGE II REVOCABLE TRUST
 DB 2913, PG 78
 MB 53, PG 139

WOODED
 (RA-20)
SADIE LOCKE, ETAL
 DB K32, PG 438

Attachment number 6
Page 1 of 1

PROPOSED ZONING
 (OR)
 CURRENT ZONING
 (RA-20)

VACANT
 (RA-20)
CHARLIE MACK LONG, & wife
DELORIS W. LONG
 DB 2233, PG 94

VACANT
 (RA-20)
CHARLIE MACK LONG, & wife
DELORIS W. LONG
 DB 801, PG 100

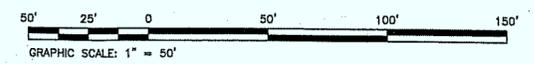
SINGLE-FAMILY
 (RA-20)
CHARLIE MACK LONG, & wife
DELORIS W. LONG
 DB 408, PG 249

SINGLE-FAMILY
 (RA-20)
EARLENE LOCKE
 DB 107, PG 660

ADJOINING PROPERTY OWNERS ADDRESSES

EARLENE LOCKE 1915 OLD FIRETOWER ROAD GREENVILLE, NC 27858	CHARLIE MACK LONG, AND WIFE DELORIS W. LONG 4230 COUNTY HOME ROAD GREENVILLE, NC 27858
SADIE LOCKE, ETAL 1698 EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858	RAYMOND K. HARTSFIELD, AND WIFE HANNAH HARTSFIELD 2046 OLD FIRETOWER ROAD GREENVILLE, NC 27858
FIRETOWER, LLC., DONALD C. SOUTHERLAND, ETAL PO BOX 123 GREENVILLE, NC 27834	JESSE R. COREY, AND WIFE MARY STANCIL COREY 2000 OLD FIRETOWER ROAD GREENVILLE, NC 27858
WILLIAM L. LUZADDER, AND WIFE JAN J. LUZADDER 509 US HIGHWAY 70 WEST HAVELOCK, NC 28532	BUCK'S AND DOLLS CORP 2788 OLD RIVER ROAD GREENVILLE, NC 27834
JESSE W. PAGE III TRUSTEE, JESSE W. PAGE II REVOCABLE TRUST PO BOX 729 PITTSBORO, NC 27312	ROBERT JONES 104 MILFORD AVENUE NEWARK, NJ 07108

NOTE: THE BEARINGS AND DISTANCES SHOWN ON THIS MAP WERE TAKEN FROM INFORMATION PROVIDED BY THE PITT COUNTY OPIS SITE AND DOES NOT REPRESENT AN ACTUAL SURVEY BY THIS FIRM.



SHEET 1 OF 1
REZONING MAP

PARCEL# 02764
TAX MAP# 4686-94-6381

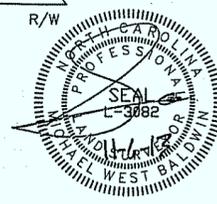
BEACON INVESTMENTS, LLC.

REFERENCE: DEED BOOK 3164, PAGE 280 OF THE
 PITT COUNTY REGISTRY
 WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

OWNER: BEACON INVESTMENTS, LLC.
 ADDRESS: 816 BLOOMSBURY ROAD
 GREENVILLE, NC 27858
 PHONE: (252) 756-5260

	Baldwin Design Consultants, PA SITE & SUBDIVISION DESIGN - SURVEYING - PLANNING 3740-B EVANS STREET GREENVILLE, NC 27834 252.756.1390	LICENSE# C-3498	SURVEYED: N/A	APPROVED: MWB
			DRAWN: PAP	DATE: 10/21/2013
			CHECKED: MWB	SCALE: 1" = 50'

CLOSURE CHECK BOUNDARY
 CHECKED: PAP DATE: 10/21/2013



NCSR 2235-OLD FIRETOWER ROAD
 (60' R/W 22' EP/EP PUBLIC)
 S 76°21'42" W 239.00'
 N 09°23'33" W 30.05'
BUCK'S & DOLLS CORP
 DB 519, PG 251

VACANT
 (RA-20)
ROBERT JONES
 DC 97, PG 1272

SINGLE-FAMILY
 (RA-20)
JESSE R. COREY, & wife MARY STANCIL COREY
 DB 2781, PG 817

SINGLE-FAMILY
 (RA-20)
RAYMOND K. HARTSFIELD, & wife HANNAH HARTSFIELD
 DB 2679, PG 286

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
Low Density		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Ordinance requested by Jeffrey K. Bailey to rezone 0.8214 acres located west of Charles Boulevard and 90± feet north of Old Fire Tower Road from RA20 (Residential-Agricultural) and OR (Office-Residential [High Density Multi-family]) to CH (Heavy Commercial)

Explanation: **Abstract:** The City has received a request from Jeffrey K. Bailey to rezone 0.8214 acres located west of Charles Boulevard and 90± feet north of Old Fire Tower Road from RA20 (Residential-Agricultural) and OR (Office-Residential [High Density Multi-family]) to CH (Heavy Commercial).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on November 4, 2013.
On-site sign(s) posted on November 4, 2013.
City Council public hearing notice (property owner and adjoining property owner letter) mailed on November 26, 2013.
Public hearing legal advertisement published on December 2 and December 9, 2013.

Comprehensive Plan:

The subject area is located in Vision Area D.

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

The Future Land Use Plan Map recommends commercial (C) along the southern right-of-way of Charles Boulevard (Highway 43 East) from its intersection with

Fire Tower Road to just beyond Signature Drive. It further recommends office/institutional/multi-family (OIMF) and high-density residential (HDR) respectively for the interior areas south of Charles Boulevard.

There is a designated regional focus area at the intersection of Arlington Boulevard and Fire Tower Road. These areas are intended to contain 400,000+ square feet of conditioned floor space.

The subject property is considered part of the regional focus area at the Arlington Boulevard/Fire Tower Road/Charles Boulevard focus area.

Thoroughfare/Traffic Report Summary (PWD- Engineering Division):

Based on possible uses permitted by the requested rezoning classification, the proposed rezoning classification could generate 3,870 trips to and from the site via Charles Boulevard, which is a net increase of 3,799 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined.

History/Background:

In 1989, the subject properties were incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20. In 1994, Tract 2 was rezoned to OR.

Present Land Use:

Vacant

Water/Sewer:

Water is located in the right-of-way of Charles Boulevard, and sanitary sewer is located at the intersection of Old Fire Tower Road and Bells Chapel Road.

Historic Sites:

There are no known effects on designated sites

Environmental Conditions/Constraints:

There are no known environmental conditions/constraints.

Surrounding Land Uses and Zoning:

Tract 1

North: RA20 - Vacant

South: CH - Greenville Auto World (under common ownership of applicant)

East: RA20 - Vacant

West: RA20 - One (1) mobile home residence

Tract 2

North: CH - Greenville Auto World (under common ownership of applicant)

South: RA20 - Vacant

East: CG - Vacant

West: RA20 - Vacant

Density Estimates:

Tract 1:

Under the current zoning (RA20), staff would anticipate the site to yield no more than two (2) single-family lots.

Under the proposed zoning (CH), staff would anticipate the site to yield 3,209± square feet of retail/fast food restaurant.

Tract 2:

Under the current zoning (OR), staff would anticipate the site to yield 4,662± square feet office space.

Under the proposed zoning (CH), staff would anticipate the site to yield 4,662±/- square feet of retail/fast food restaurant.

The anticipated build-out time is within one (1) year.

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted to approve the request at its November 19, 2013, meeting.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows: Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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

Attachments / click to download

- [Traffic Report](#)
- [Location Map](#)
- [Survey](#)
- [Bufferyard and Vegetation Standards and Residential Density](#)
- [Ordinance _Jeffrey K. Bailey 967967](#)
- [Minutes_for_Jeffrey_Bailey_968228](#)
- [Llst_of_Uses_RA20_OR_to_CH_966797](#)

ORDINANCE NO. 13-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on December 12, 2013, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration; and,

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

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

Section 1. That the following described territory is rezoned from RA20 (Residential-Agricultural) to CH (Heavy Commercial).

TO WIT: 3810 Charles, LLC Property

LOCATION: Located west of Charles Boulevard and 350+/- feet north of Old Fire Tower Road.

DESCRIPTION: Lying and being situated in Winterville Township, Pitt County, North Carolina, and being more particularly described as follows:

Beginning at a point at the centerline intersection of NC Hwy 43 – Charles Blvd. and NCSR 1729 – Bells Fork Road thence from said point of beginning S 27-01-01 E – 156.49’, thence S 83-08-34 W – 125.12’ to the True Point of beginning, thence from said point with the northern line of the 3810 Charles, LLC property as recorded in deed book 2006 page 389 of the Pitt County Registry S 83-08-34 W – 254.30’ to the eastern line of the Charlie M. Long property as recorded in deed book L 44 page 558, thence with the eastern line of the Charlie M. Long property N 03-18-37 W – 58.87’ to the southern line of the John E. Relyea, etal property as recorded in estate file 2 page 301, thence with the

southern line of the John E. Relyea, etal property **N 83-08-34 E – 242.25'**, thence **S 14-59-54 E – 59.35'** to the point of beginning containing **0.3349 acres**.

Section 2. That the following described territory is rezoned from OR (Office-Residential) to CH (Heavy Commercial).

TO WIT: 3810 Charles, LLC Property

LOCATION: Located west of Charles Boulevard and 90+/- feet north of Old Fire Tower Road.

DESCRIPTION: Lying and being situate in Winterville Township, Pitt County, North Carolina, and being more particularly described as follows:

Beginning at a point at the centerline intersection of NC Hwy 43 – Charles Blvd. and NCSR 1729 – Bells Fork Road thence from said point of beginning S 27-01-01 E – 156.49', thence S 83-08-34 W – 53.91' to the western right of way of NC Hwy 43, thence with the western right of way of NC Hwy 43 S 29-07-00 E – 42.51', thence S 02-15-56 W – 74.16' to the True Point of beginning, thence from said point with the western right of way of NC Hwy 43 **S 02-15-56 W – 59.41'**, thence **N 57-19-46 E – 39.29'** to the western line of the POHL property as recorded in deed book 1541 page 49, thence with the western line of the POHL property **S 01-35-27 W – 97.32'** to the northern line of the Sandra F. Morris Heirs property as recorded in estate file 1986 page 181, thence with the northern line of the Sandra F. Morris Heirs property **S 89-01-31 W – 169.01'**, thence **N 03-21-39 W – 122.66'** to the southern line of the 3810 Charles, LLC property as recorded in deed book 2006 page 389, thence with the southern line of the 3810 Charles, LLC property **N 83-53-15 E – 149.00'** to the point of beginning containing **0.4865 acres**.

Section 3. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 4. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of December, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk
Doc. # 967967

Excerpt from the DRAFT Planning & Zoning Minutes (11/19/2013)

ORDINANCE REQUESTED BY JEFFREY K. BAILEY TO REZONE 0.8214 ACRES LOCATED WEST OF CHARLES BOULEVARD AND 90+/- FEET NORTH OF OLD FIRE TOWER ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) AND OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) TO CH (HEAVY COMMERCIAL) - APPROVED

Ms. Chantae Gooby, Planner II, delineated the property. The property is located in the southeast section of the city near the Bells Fork shopping area. This request is made of 2 separate tracts. On either side of Tracts 1 and 2 is Greenville Auto World. All 3 tracts are under common ownership. There is a concentration of commercial zoning at the intersection of Charles Boulevard and Fire Tower Road with commercial continuing along Charles Boulevard to the south. This rezoning is part of the regional focus area at Arlington Boulevard/Fire Tower Road/Charles boulevard, which is where commercial is anticipated and encouraged. This request could generate 3,700 trips combining both tracts together. This is a worst-case scenario for the property such, as fast food restaurant. Charles Boulevard is a 4-lane highway with a turn-lane and serves this property. Under current zoning (RA20), Tract 1 would be anticipated to yield no more than 2 single-family homes. Under the current zoning for Tract 2 (OR), it could accommodate about 4,600 square feet of office space. Together the tracts are less than an acre and would accommodate about 6,000 square feet of commercial space. In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

Dr. Weitz asked if Long Drive was a real street.

Ms. Gooby said it is an unimproved private drive.

Chairwoman Basnight opened the public hearing.

Ken Malpass, representative for Jeffrey K. Bailey (owner), spoke in favor of the request. The owner rents the space to Greenville Auto World who would like to expand their business which is the intent of the request. Sewer is about 500 feet away.

Ms. Bellis asked if the 3 properties would be combined into one use.

Mr. Malpass said yes.

Ms. Bellis asked how many driveway cuts would be needed.

Mr. Malpass said he doesn't anticipate the need for any additional curb cuts nor does he think it would be granted. The owner is satisfied with the current driveway.

Dr. Weitz stated that Long Drive property is a land-locked parcel. He asked if there is guaranteed access to the Long Drive property.

968228

Mr. Malpass stated there is a recorded 13-foot easement.

Monica Long, representative of Charles Long (adjoining property owner), spoke in opposition. Mr. Long owns the parcel to the west of Tract 1 and several other parcels. Mr. Long has the easement so that his tenants have access to Charles Boulevard. The current business routinely blocks this access and acts like the easement does not exist. Long Drive is a private gravel drive and cannot support high volume traffic. This rezoning will be a detriment to the health and welfare of the tenants of Mr. Long's property.

Ms. Darden asked how many of Mr. Long's properties are serviced by Long Drive.

Ms. Long stated that the easement services a total of 4.10 acres

Mr. Parker asked if Ms. Long's father had complaints from his tenants.

Ms. Long said yes.

Ms. Bellis asked Mr. Holec about denying access to a land-locked piece of property.

Mr. Holec stated that is why the easement exists. It is up to the owner to enforce their easement rights. The tracts could be combined but would be subject to the easement. It is the responsibility of the owner to enforce the easement rights. The owner would need to speak with the owner of the land impeding their access to the easement. If they are not getting voluntary compliance, then they can go to court.

Mr. Parker asked if they had addressed the issue with Greenville Auto (tenant) and/or the property owner.

Ms. Long stated that she believes her father has spoken to whoever was on-site. She did not know if he had spoken with the actual property owner or business owner.

Mr. Malpass, spoke in rebuttal, that the easement would not be deleted. The property would be recombined so that property would be treated as a whole instead of individual parcels.

Mr. Parker asked if the current easement is permanent.

Mr. Malpass said yes.

Ms. Basnight asked if the owner is aware of the easement.

Mr. Malpass said yes but that the Long family has been dealing with the tenant and not the land owner.

Ms. Bellis asked if the new building was going to be across the easement.

968228

Mr. Malpass stated it would be on Tract 1.

Mr. Parker asked if the new building would be on the easement.

Mr. Malpass stated no.

Ms. Darden asked if the rezoning is approved would it cause more ingress/egress problems with the expansion of the dealership.

Mr. Malpass stated that it doesn't change the rights of the easement owner. The tenant must respect the easement and keep it open. This discussion is about the zoning. He had not heard anything about the easement being blocked until tonight.

Ms. Bellis stated that is should not be the tenant's responsibility that the easement is clear, but the owner of the land.

Mr. Malpass said the owner of the land is not there every day. He needs to let the tenant know.

Mr. King stated that his concern is regarding the lack of communication.

Mr. Malpass stated he is unaware but that the dealership has been there for several years. There is no sign that says no parking on the easement.

Ms. Darden asked if there is a way it could be marked off to maintain a clear open path.

Mr. Malpass stated that if the area was striped it might show as a designated area. But it is currently a gravel drive and is not obvious.

Mr. Griffin asked Ms. Long if any agreement could be made between the 2 property owners or does Mr. Long completely oppose the rezoning due to the oversight of the easement.

Ms. Long stated that Mr. Long is completely opposed. He feels like their rights have been violated.

Mr. King asked why has it been so long and no enforcement has taken place.

Ms. Long stated that Mr. Long is a southern gentleman and had not taken any action yet.

Chairwoman Basnight closed the public hearing and opened for board discussion.

Dr. Weitz stated he has concerns with heavy commercial zoning and the permitted uses. The easement issue is a civil matter and independent of the rezoning issue.

Motion made by Mr. Parker, seconded by Mr. Smith, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Those voting in favor: Weitz, Bellis, Rich, Smith, Parker, and King. Those voting in opposition: Darden and Griffin. Motion passed.

EXISTING ZONING

RA20 (Residential-Agricultural)

Permitted Uses

(1) General:

- a. Accessory use or building
- c. On-premise signs per Article N

(2) Residential:

- a. Single-family dwelling
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- c. Wayside market for farm products produced on site
- e. Kennel (see also section 9-4-103)
- f. Stable; horse only (see also section 9-4-103)
- g. Stable; per definition (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

(7) Office/ Financial/ Medical: None*

(8) Services:

- o. Church or place of worship (see also section 9-4-103)

(9) Repair: None*

(10) Retail Trade: None*

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade: None*

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation: None*

*(14) Manufacturing/ Warehousing: * None*

(15) Other Activities (not otherwise listed - all categories): None*

RA20 (Residential-Agricultural)

Special Uses

- (1) General:* None*

(2) Residential:

- b. Two-family attached dwelling (duplex)
- g. Mobile Home
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility

(3) Home Occupations (see all categories):

- a. Home occupation; including barber and beauty shops
- c. Home occupation; including manicure, pedicure or facial salon

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining:

- b. Greenhouse or plant nursery; including accessory sales

(6) Recreational/ Entertainment:

- a. Golf course; regulation
- c.(1). Tennis club; indoor and outdoor facilities

(7) Office/ Financial/ Medical: None*

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- d. Cemetery
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)

(9) Repair: None*

(10) Retail Trade: None*

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade: None*

(12) Construction: None*

(13) Transportation: None*

*(14) Manufacturing/ Warehousing: * None*

(15) Other Activities (not otherwise listed - all categories): None*

OR (Office-Residential)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- f. Retail sales incidental

(2) Residential:

- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1

- k. Family care home (see also section 9-4-103)
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility
- p. Board or rooming house
- q. Room renting

(3) *Home Occupations (see all categories):**None

(4) *Governmental:*

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) *Agricultural/ Mining:*

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) *Recreational/ Entertainment:*

- f. Public park or recreational facility
- g. Private noncommercial park or recreation facility

(7) *Office/ Financial/ Medical:*

- a. Office; professional and business, not otherwise listed
- b. Operational/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) *Services:*

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- j. College or other institutions of higher learning
- k. Business or trade school
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- p. Library
- q. Museum
- r. Art Gallery
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- x. Dance studio
- bb. Civic organizations
- cc. Trade or business organizations

(9) *Repair:** None

(10) *Retail Trade:*

- s. Book or card store, news stand
- w. Florist

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade*:* None

(12) *Construction*:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) *Transportation*:* None

(14) *Manufacturing/ Warehousing*: * None

(15) *Other Activities (not otherwise listed - all categories)*:* None

**OR (Office-Residential)
Special Uses**

(1) *General*:* None

(2) *Residential*:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity dormitory (LUI) development rating 67 per Article K
- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- o.(1). Nursing, convalescent center or maternity home; minor care facility
- r. Fraternity or sorority house

(3) *Home Occupations (see all categories)*:* None

(4) *Governmental*:

- a. Public utility building or use

(5) *Agricultural/ Mining*:* None

(6) *Recreational/ Entertainment*:

- c.(1). Tennis club; indoor and outdoor facilities
- h. Commercial recreation; indoor only, not otherwise listed

(7) *Office/ Financial/ Medical*:

- f. Veterinary clinic or animal hospital (also see animal boarding; outside facility, kennel and stable)

(8) *Services*:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- ff. Mental health, emotional or physical rehabilitation center

(9) *Repair*:* None

(10) *Retail Trade*:

- h. Restaurant; conventional
- j. Restaurant; regulated outdoor activities

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade*:* None

(12) *Construction*:* None

(13) Transportation:

- h. Parking lot or structure; principle use

*(14) Manufacturing/ Warehousing: * None*

(15) Other Activities (not otherwise listed - all categories):

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional services not otherwise listed

PROPOSED ZONING

CH (Heavy Commercial)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- d. Off-premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

(2) Residential: None*

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- a. Public utility building or use
- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use
- e. County government operation center
- g. Liquor store, state ABC

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- b. Greenhouse or plant nursery; including accessory sales
- d. Farmers market
- e. Kennel (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use

(6) Recreational/ Entertainment:

- b. Golf course; par three
- c. Golf driving range
- c.(1). Tennis club; indoor and outdoor facilities
- e. Miniature golf or putt-putt course
- f. Public park or recreational facility
- h. Commercial recreation; indoor only, not otherwise listed
- i. Commercial recreation; indoor and outdoor, not otherwise listed
- j. Bowling alleys
- n. Theater; movie or drama, indoor only
- o. Theater; movie or drama, including outdoor facility
- q. Circus, carnival or fair, temporary only (see also section 9-4-103)

- s. Athletic club; indoor only
- t. Athletic club; indoor and outdoor facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operation/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
- g. Catalogue processing center

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- q. Museum
- r. Art Gallery
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- y. Television, and/or radio broadcast facilities including receiving and transmission equipment and towers or cellular telephone and wireless communication towers [unlimited height, except as provided by regulations]
- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- bb. Civic organization
- cc. Trade or business organization
- hh. Exercise and weight loss studio; indoor only
- kk. Launderette; household users
- ll. Dry cleaners; household users
- mm. Commercial laundries; linen supply
- oo. Clothes alteration or shoe repair shop
- pp. Automobile wash

(9) Repair:

- b. Minor repair; as an accessory or principal use
- c. Upholster; automobile, truck, boat or other vehicle, trailer or van
- d. Upholsterer; furniture
- f. Appliance; household and office equipment repair
- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- b. Gasoline or automotive fuel sale; accessory or principal use
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales
- g. Fish market; excluding processing or packing
- h. Restaurant; conventional

- i. Restaurant; fast food
- k. Medical supply sales and rental of medically related products
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- m. Appliance; household use, sales and accessory repair, excluding outside storage
- n. Appliance; commercial or industrial use, sales and accessory repair, including outside storage
- p. Furniture and home furnishing sales not otherwise listed
- q. Floor covering, carpet and wall covering sales
- r. Antique sales; excluding vehicles
- s. Book or card store, news stand
- t. Hobby or craft shop
- u. Pet shop (see also animal boarding; outside facility)
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist
- x. Sporting goods sales and rental shop
- y. Auto part sales (see also major and minor repair)
- aa. Pawnbroker
- bb. Lawn and garden supply and household implement sales and accessory sales
- cc. Farm supply and commercial implement sales
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- a. Wholesale; durable and nondurable goods, not otherwise listed
- b. Rental of home furniture, appliances or electronics and medically related products (see also (10) k.)
- c. Rental of cloths and accessories; formal wear, etc.
- d. Rental of automobile, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
- e. Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
- f. Automobiles, truck, recreational vehicle, motorcycles and boat sales and service (see also major and minor repair)
- g. Mobile home sales including accessory mobile home office

(12) Construction:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)
- d. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage
- f. Hardware store

(13) Transportation:

- c. Taxi or limousine service
- e. Parcel delivery service
- f. Ambulance service
- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing:

- a. Ice plant and freezer lockers
- b. Dairy; production, storage and shipment facilities
- c. Bakery; production, storage and shipment facilities
- g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholster
- h. Engraving; metal, glass or wood
- i. Moving and storage of nonhazardous materials; excluding outside storage
- k. Mini-storage warehouse, household; excluding outside storage
- m. Warehouse; accessory to approved commercial or industrial uses within a district; excluding outside storage
- u. Tire recapping or retreading plant

(15) Other Activities (not otherwise listed - all categories): None*

CH (Heavy Commercial)
Special Uses

(1) *General*:* None

(2) *Residential*:

- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- j. Residential quarters for resident manager, supervisor or caretaker; including mobile home

(3) *Home Occupations (see all categories)*:* None

(4) *Governmental*:* None

(5) *Agricultural/ Mining*:* None

(6) *Recreational/ Entertainment*:

- d. Game center
- l. Billiard parlor or pool hall
- m. Public or private club
- r. Adult uses

(7) *Office/ Financial/ Medical*:* None

(8) *Services*:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- dd. Massage establishment

(9) *Repair*:

- a. Major repair; as an accessory or principal use

(10) *Retail Trade*:

- j. Restaurant; regulated outdoor activities
- n. Appliance; commercial use, sales and accessory repair, excluding outside storage
- z. Flea market

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade*:* None

(12) *Construction*:* None

(13) *Transportation*:* None

(14) *Manufacturing/ Warehousing*:

- d. Stone or monument cutting, engraving
- j. Moving and storage; including outside storage
- l. Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
- y. Recycling collection station or facilities

(15) *Other Activities (not otherwise listed - all categories)*:

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional activities not otherwise listed
- c. Other activities; commercial services not otherwise listed
- d. Other activities; retail sales not otherwise listed

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 13-11

Applicant: Jeffrey K. Bailey

Property Information

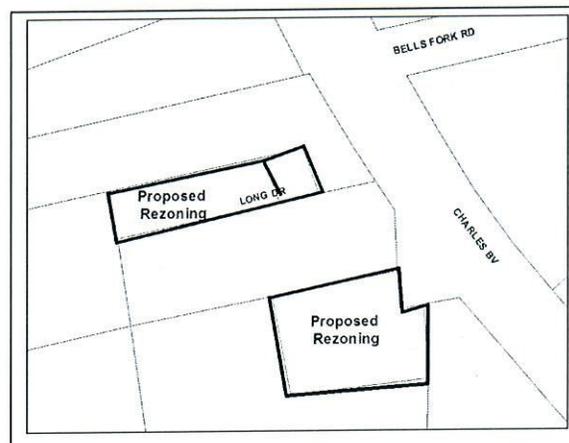
Current Zoning: Tract 1: RA20 (Residential-Agricultural)
Tract 2: OR (Office-Residential)

Proposed Zoning: Tract 1: CH (Heavy Commercial)
Tract 2: CH (Heavy Commercial)

Current Acreage: Tract 1: 0.3349 acres
Tract 2: 0.4865 acres

Location: Charles Blvd, across from Bells Fork Road

Points of Access: Charles Blvd



Location Map

Transportation Background Information

1.) Charles Boulevard- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	5-lane, curb & gutter	no change
Right of way width (ft)	100	no change
Speed Limit (mph)	45	
Current ADT:	20,160 (*)	Ultimate Design ADT: 33,500 vehicles/day (**)
Design ADT:	33,500 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	

Other Information: There are no sidewalks along Charles Boulevard that service this property.

Notes: (*) 2010 NCDOT count adjusted with a 2% growth rate
(**) Traffic volume based on an operating Level of Service D for existing geometric conditions
ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No projects planned.

Trips generated by proposed use/change

Current Zoning: 71 -vehicle trips/day (*) (T1: 19, T2: 52)	Proposed Zoning: 3,870 -vehicle trips/day (*) (T1: 1588, T2: 2282)
--	--

Estimated Net Change: increase of 3799 vehicle trips/day (assumes full-build out)
(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Charles Boulevard are as follows:

1.) Charles Boulevard , North of Site (60%): "No build" ADT of 20,160

Estimated ADT with Proposed Zoning (full build) –	22,482
Estimated ADT with Current Zoning (full build) –	20,203
Net ADT change =	2,279 (11% increase)

Case No: 13-11

Applicant: Jeffrey K. Bailey

2.) Charles Boulevard , South of Site (40%):

“No build” ADT of 20,160

Estimated ADT with Proposed Zoning (full build) – 21,708

Estimated ADT with Current Zoning (full build) – 20,188

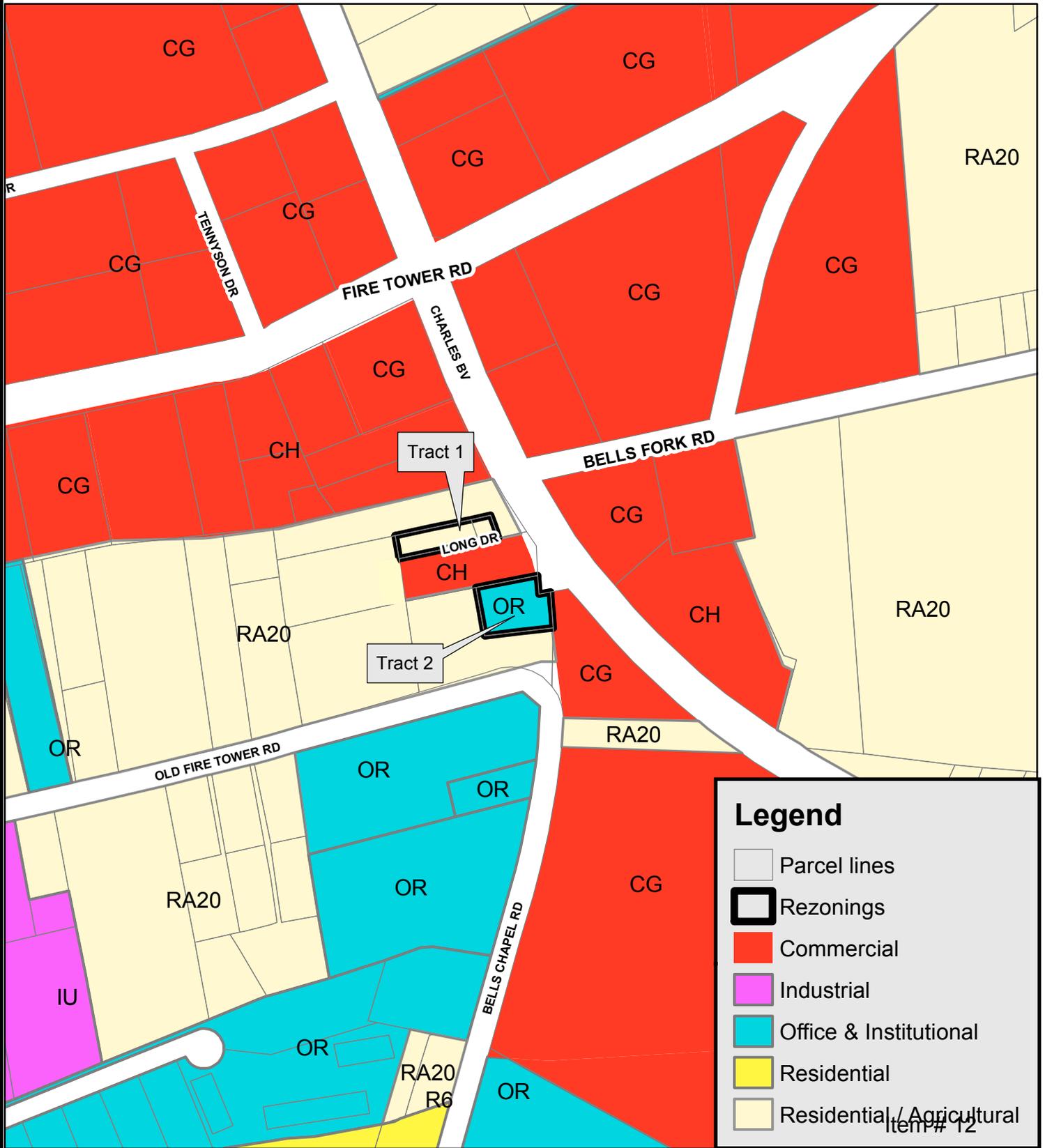
Net ADT change = 1,520 (8% increase)

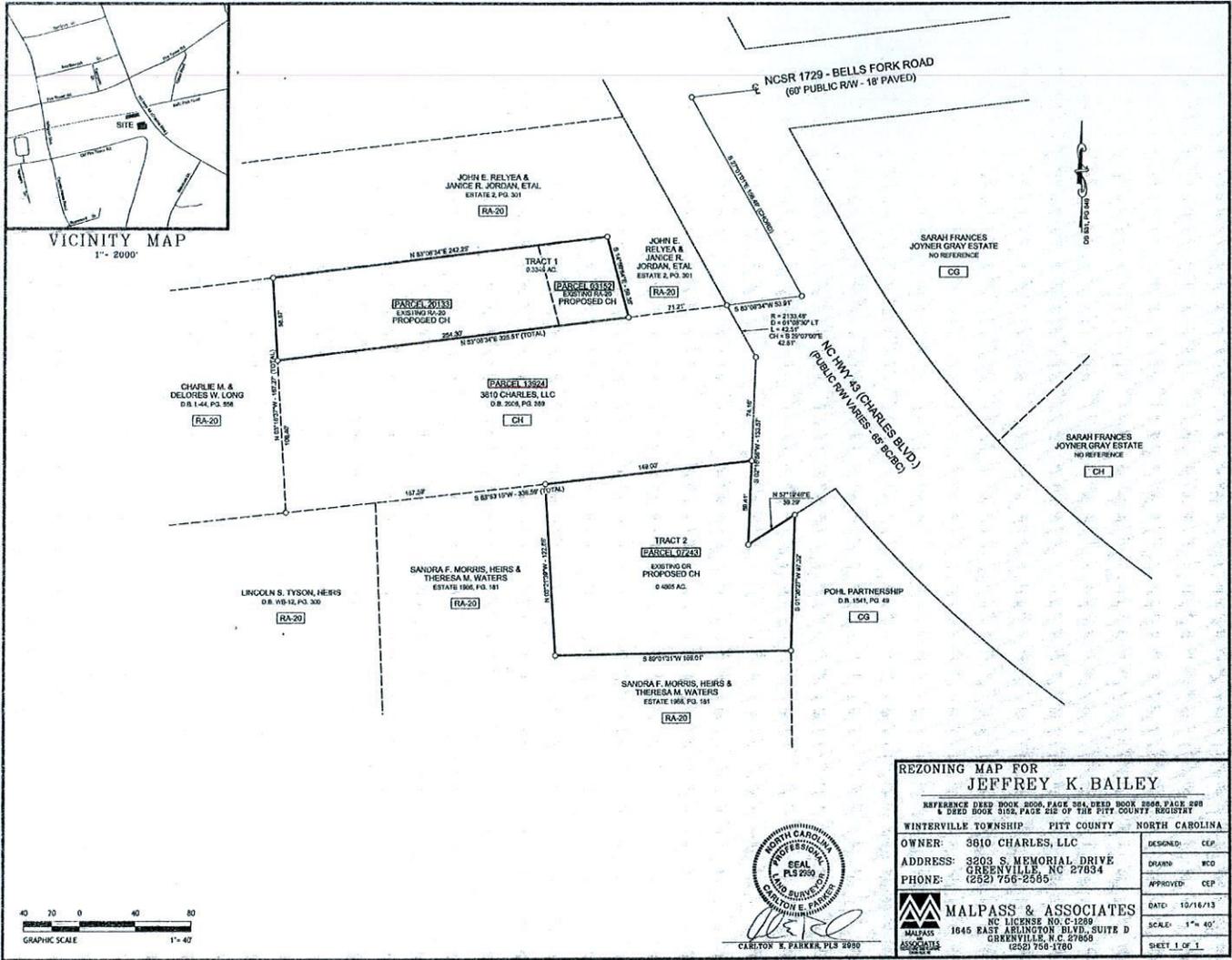
Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 3870 trips to and from the site via Charles Boulevard, which is a net increase of 3799 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined.

Jeffrey K. Bailey
Tract 1: From: RA20 To: CH
0.3349 acres
Tract 2: From: OR To: CH
0.4865 acres
October 30, 2013





PROJECT NO. P-1130 - DRAWING NO. P1130REZ.CGN

REZONING MAP FOR
JEFFREY K. BAILEY

REFERENCE DEED BOOK 2000, PAGE 384, DEED BOOK 2860, PAGE 280
 & DEED BOOK 3155, PAGE 216 OF THE PITT COUNTY REGISTRY

WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: 3610 CHARLES, LLC	DESIGNED: CEP
ADDRESS: 3203 S. MEMORIAL DRIVE GREENVILLE, NC 27834	DRAWN: WCO
PHONE: (252) 756-2585	APPROVED: CEP
MALPASS & ASSOCIATES NC LICENSE NO. C-1289 1845 EAST ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27808 (252) 758-1760	DATE: 10/16/13
	SCALE: 1" = 40'
	SHEET 1 OF 1



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 11/25/2013 11:25:58 PM
 User: John Hornbush\jkhornbush

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
Low Density		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Ordinance requested by Tobacco Warehouse District, LLC to rezone 0.471 acres (20,509 square feet) located along the southern right-of-way of Dickinson Avenue and 45± feet west of West 8th Street from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial)

Explanation: **Abstract:** The City has received a request from Tobacco Warehouse District, LLC to rezone 0.471 acres (20,509 square feet) located along the southern right-of-way of Dickinson Avenue and 45± feet west of West 8th Street from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on November 4, 2013.
On-site sign(s) posted on November 4, 2013.
City Council public hearing notice (property owner and adjoining property owner letter) mailed on November 26, 2013.
Public hearing legal advertisement published on December 2 and December 9, 2013.

Comprehensive Plan:

The subject area is located in Vision Area G.

The Future Land Use Plan Map recommends commercial (C) for the area bounded by Dickinson Avenue, Reade Circle, Evans Street, and 10th Street.

The subject property is located in the designated regional focus area described as the central business district (Uptown area). These nodes typically contain 400,000+ square feet of conditioned floor space.

Thoroughfare/Traffic Report Summary (PWD- Engineering Division):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 909 trips to and from the site via Dickinson Avenue, which is a net increase of 643 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined.

History/Background:

In 1969, the property was zoned CDF (Commercial Downtown Fringe).

Present Land Use:

Vacant building

Water/Sewer:

Water and sanitary sewer are located in the right-of-way of Dickinson Avenue.

Historic Sites:

The subject property is located in the National Register Dickinson Avenue Historic District. This is an honorary designation that does not regulate the appearance of structures contained within the district.

There are no known effects on designated sites

Environmental Conditions/Constraints:

There are no known environmental conditions/constraints.

Surrounding Land Uses and Zoning:

North: CD/CDF - One (1) commercial building
South: CD - Vacant
East: CDF - Dickinson Avenue Antiques Market
West: CD - Vacant

Density Estimates:

Under the current zoning (CDF), the site could yield 6,060± square feet of manufacturing/ warehouse uses.

Under the proposed zoning (CD), the site could yield 20,509± square feet of retail/restaurant space. There are no setbacks or on-site parking requirements for the CD district.

The anticipated build-out time is within one (1) year.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan Map, and the West Greenville 45-Block Revitalization Plan.

"In compliance with the comprehensive plan" should be construed as meaning the requested rezoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted to approve the request at its November 19, 2013 meeting.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:
Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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

Attachments / click to download

- [Traffic Report](#)
- [Location Map](#)
- [Survey](#)
- [Dickinson Avenue Historic District Map](#)
- [Bufferyard and Vegetation Standards and Residential Density](#)
- [Ordinance Tobacco Warehouse District LLC 967969](#)

[Minutes_for_Tobacco_Warehouse_District_968263](#)

[List_of_Uses_CDF_to_CD_719111](#)

ORDINANCE NO. 13-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on December 12, 2013, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration; and,

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

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

Section 1. That the following described territory is rezoned from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial).

TO WIT: Joyner Commercial Rentals, LLC Property

LOCATION: Located along the southern right-of-way of Dickinson Avenue and 45+/- feet west of West 8th Street.

DESCRIPTION: Beginning at an existing “x” cut in walk located at the intersection of the western right-of-way of W. Eighth Street and the southern right-of-way of Dickinson Avenue thence running along the southern right-of-way of Dickinson Avenue S 59-26-57 W, 43.10 feet to an existing nail located on the southern right-of-way of Dickinson Avenue the POINT OF BEGINNING; thence from said point of beginning and leaving the southern right-of-way of Dickinson Avenue S 29-25-45 E, 149.66 feet to an existing iron pipe; thence S 59-16-18 W, 136.77 feet to an existing iron pipe; thence N 29-30-51 W, 150.08 feet to an existing iron pipe located on the southern right-of-way of Dickinson Avenue; thence running along the southern right-of-way of Dickinson Avenue N 59-26-57 E, 136.98 feet to the point of beginning containing 20,509 square feet or 0.471 acres.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

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

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of December, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 967969

Excerpt from the DRAFT Planning & Zoning Minutes (11/19/2013)

ORDINANCE REQUESTED BY TOBACCO WAREHOUSE DISTRICT, LLC TO REZONE 0.471 ACRES (20,509 SQUARE FEET) LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF DICKINSON AVENUE AND 45+/- FEET WEST OF WEST 8TH STREET FROM CDF (DOWNTOWN COMMERCIAL FRINGE) TO CD (DOWNTOWN COMMERCIAL) - APPROVED

Ms. Chantae Gooby, Planner II, delineated the property. The property is located in the central section of the City between 8th Street and Ficklen Street. This area contains a variety of uses. This rezoning is in the Central Business District Focus Area. This rezoning could generate 643 additional trips per day, but the interconnected streets will help to disburse traffic. Under the current CDF zoning, the lot could accommodate about 6,000 square feet. Under the proposed CD zoning, the lot could accommodate up to 20,000 square feet because the CD district does not have setbacks. The rezoning gives more flexibility and density. This area is recommended for commercial. This is similar to the other rezonings in this area. In staff's opinion, the request is in compliance with Horizon's Greenville Community Plan, the Future Land Use Plan Map and the West Greenville 45-Block Revitalization Plan.

Ms. Bellis asked if the rezoning included the 2 story corner property, antique store.

Ms. Gooby said no.

Mr. Parker asked if there could be a large rezoning of the area to commercial.

Ms. Gooby stated yes at the direction of council.

Dr. Weitz stated that the planning commission could initiate the blanket rezoning at its discretion.

Mr. Parker said we should.

Mr. Flood stated that the preferred method is for the applicant to start the rezoning process. Dickinson Avenue corridor will soon go under a major study.

Chairwoman Basnight opened the public hearing.

Mr. Scott Anderson, representative of the applicant, spoke in favor of the request. It is in compliance with the Future Land Use Plan Map and compatible with the adjacent uses.

Dr. Weitz asked if the property on the site is a contributing structure to the National Register Historic District.

Mr. Anderson stated he did not know. The applicant's intent is to rehab the existing structure. It will not be torn down.

968263

No one spoke in favor or opposition of the request.

Chairwoman Basnight closed the public hearing and opened for board discussion.

Dr. Weitz stated that the zoning for this area needs to be cleaned up. Time is consumed with individual rezoning requests. He says he hopes that an approval will not give the owner incentive to tear down a worthy historic structure.

Motion made by Mr. Parker, seconded by Ms. Rich, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

EXISTING ZONING

CDF (Downtown Commercial Fringe) *Permitted Uses*

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

(2) Residential:

- a. Single-family dwelling
- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- k. Family care home (see also section 9-4-103)
- q. Room renting

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use
- g. Liquor store, state ABC

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreation facility
- o. Theater; movie or drama, including outdoor facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- k. Business or trade school
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- p. Library

- q. Museum
- r. Art Gallery
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- kk. Launderette; household users
- ll. Dry cleaners; household users
- mm. Commercial laundries; linen supply
- oo. Clothes alteration or shoe repair shop
- pp. Automobile wash

(9) Repair:

- d. Upholsterer; furniture
- f. Appliance; household and office equipment repair
- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales
- h. Restaurant; conventional
- i. Restaurant; fast food
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- m. Appliance; household use, sales and accessory repair, excluding outside storage
- n. Appliance; commercial use, sales and accessory repair, excluding outside storage
- p. Furniture and home furnishing sales not otherwise listed
- q. Floor covering, carpet and wall covering sales
- r. Antique sales; excluding vehicles
- s. Book or card store, news stand
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist
- x. Sporting goods sales and rental shop
- y. Auto part sales (see also major and minor repair)
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- c. Rental of cloths and accessories; formal wear, etc.
- f. Automobiles, truck, recreational vehicle, motorcycles and boat sales and service (see also major and minor repair)

(12) Construction:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)
- e. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage
- f. Hardware store

(13) Transportation:

- b. Bus station; passenger and related freight
- c. Taxi or limousine service
- e. Parcel delivery service
- f. Ambulance service

(14) Manufacturing/ Warehousing:

- c. Bakery; production, storage and shipment facilities

(15) Other Activities (not otherwise listed - all categories): None*

CDF (Downtown Commercial Fringe)

Special Uses

(1) General: None*

(2) Residential:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity multifamily (LUI) development rating 67 per Article K
- j. Residential quarters for resident manager, supervisor or caretaker; including mobile homes
- m. Shelter for homeless or abused
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility
- o.(1). Nursing, convalescent center or maternity home; minor care facility
- r. Fraternity or sorority house

(3) Home Occupations (see all categories):

- a. Home occupation; including barber and beauty shops
- c. Home occupation; including manicure, pedicure or facial salon

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining: None*

(6) Recreational/ Entertainment:

- d. Game center
- i. Commercial recreation; indoor and outdoor not otherwise listed
- l. Billiard parlor or pool hall
- m. Public or private club

(7) Office/ Financial/ Medical: None*

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- x. Dance studio
- bb. Civic organizations
- cc. Trade or business organizations
- hh. Exercise and weight loss studios; indoor only

(9) Repair:

- a. Major repair; as an accessory or principal use
- b. Minor repair; as an accessory or principal use

(10) Retail Trade:

- b. Gasoline or automotive fuel sales; accessory or principal use, retail
- g. Fish market; excluding processing or packing
- j. Restaurant; regulated outdoor activities
- t. Hobby or craft shop
- u. Pet shop (see also animal boarding; outside facility)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade: None*

(12) Construction:

- d. Building supply; lumber and materials sales, plumbing and/or electrical supply including outside storage

(13) Transportation:

- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing:

- g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery

(15) Other Activities (not otherwise listed - all categories):

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional activities not otherwise listed
- c. Other activities; commercial services not otherwise listed
- d. Other activities; retail sales not otherwise listed

PROPOSED ZONING

CD (Downtown Commercial)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

(2) Residential:

- c. Multi-family development per Article 1
- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility
- q. Room renting

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- a. Public utility building or use
- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use
- g. Liquor store, state ABC

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreation facility
- h. Commercial recreation; indoor only, not otherwise listed
- j. Bowling alleys
- o. Theater; movie or drama, including outdoor facility
- s. Athletic club; indoor only

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operational/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
- g. Catalogue processing center

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- j. College or other institutions of higher learning
- k. Business or trade school
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- p. Library
- q. Museum
- r. Art Gallery
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- x. Dance studio
- y. Television, and/or radio broadcast facilities including receiving and transmission equipment and towers or cellular telephone and wireless communication towers [unlimited height, except as provided by regulations]
- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- bb. Civic organizations
- cc. Trade or business organizations
- hh. Exercise and weight loss studios; indoor only
- kk. Launderette; household users
- ll. Dry cleaners; household users
- oo. Clothes alteration or shoe repair shop

(9) Repair:

- f. Appliance; household and office equipment repair
- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales
- h. Restaurant; conventional
- i. Restaurant; fast food
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- m. Appliance; household use, sales and accessory repair, excluding outside storage
- p. Furniture and home furnishing sales not otherwise listed
- q. Floor covering, carpet and wall covering sales
- r. Antique sales; excluding vehicles
- s. Book or card store, news stand
- t. Hobby or craft shop
- u. Pet shop (see also animal boarding; outside facilities)
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist
- x. Sporting goods sales and rental shop
- y. Auto part sales (see also major and minor repair)
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- c. Rental of cloths and accessories; formal wear, etc.
- d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicle, motorcycles and boats

(12) Construction:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)
- f. Hardware store

(13) Transportation:

- b. Bus station; passenger and related freight
- c. Taxi or limousine service
- e. Parcel delivery service
- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing:

- g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
- h. Engraving; metal, glass or wood

(15) Other Activities (not otherwise listed - all categories):

* None

CD (Downtown Commercial)

Special Uses

*(1) General:** None

(2) Residential:

e.(1) Dormitory development

*(3) Home Occupations (see all categories):** None

*(4) Governmental:** None

(5) *Agricultural/ Mining:** None

(6) *Recreational/ Entertainment:*

- d. Game center
- l. Billiard parlor or pool hall
- m. Public or private club
- t. Athletic club; indoor and outdoor facilities

(7) *Office/ Financial/ Medical:** None

(8) *Services:*

- a. Child day care facilities
- b. Adult day care facilities
- i. School; kindergarten or nursery (see also section 9-4-103)
- l. Convention center; private

(9) *Repair:*

- b. Minor repair; as an accessory or principal use

(10) *Retail Trade:*

- b. Gasoline or automotive fuel sales; accessory or principal use, retail
- g. Fish market; excluding processing or packing
- j. Restaurant; regulated outdoor activities
- n. Appliance; commercial use, sales and accessory repair, excluding outside storage
- aa. Pawnbroker

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade:** None

(12) *Construction:** None

(13) *Transportation:** None

(14) *Manufacturing/ Warehousing:*

- y. Recycling collection station or facilities

(15) *Other Activities (not otherwise listed - all categories):*

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional activities not otherwise listed
- c. Other activities; commercial services not otherwise listed
- d. Other activities; retail sales not otherwise listed

Case No: 13-10

Applicant: Tobacco Warehouse District, LLC

Property Information

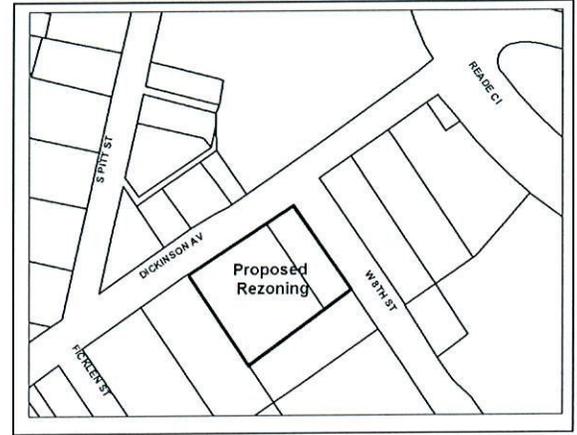
Current Zoning: CDF (Commercial Downtown Fringe)

Proposed Zoning: CD (Commercial Downtown)

Current Acreage: 0.471 acres

Location: Dickinson Ave, at the corner of W. 8th Street

Points of Access: Dickinson Avenue



Location Map

Transportation Background Information

1.) Dickinson Avenue- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lane, curb & gutter with parking	no change
Right of way width (ft)	50	no change
Speed Limit (mph)	20	
Current ADT:	5,730 (*)	Ultimate Design ADT: 12,000 vehicles/day (**)
Design ADT:	12,000 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	

Other Information: There are sidewalks along Dickinson Avenue that service this property.

Notes: (*) 2010 NCDOT count adjusted with a 2% growth rate
 (**) Traffic volume based on operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No projects planned.

Trips generated by proposed use/change

Current Zoning: 266 -vehicle trips/day (*) **Proposed Zoning: 909** -vehicle trips/day (*)

Estimated Net Change: increase of 643 vehicle trips/day (assumes full-build out)

(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Dickinson Avenue are as follows:

1.) Dickinson Avenue , North of Site (60%):	“No build” ADT of 5,730
Estimated ADT with Proposed Zoning (full build) –	6,275
Estimated ADT with Current Zoning (full build) –	5,890
Net ADT change =	385 (7% increase)

2.) Dickinson Avenue , South of Site (40%):

“No build” ADT of 5,730

Estimated ADT with Proposed Zoning (full build) – 6,094

Estimated ADT with Current Zoning (full build) – 5,836

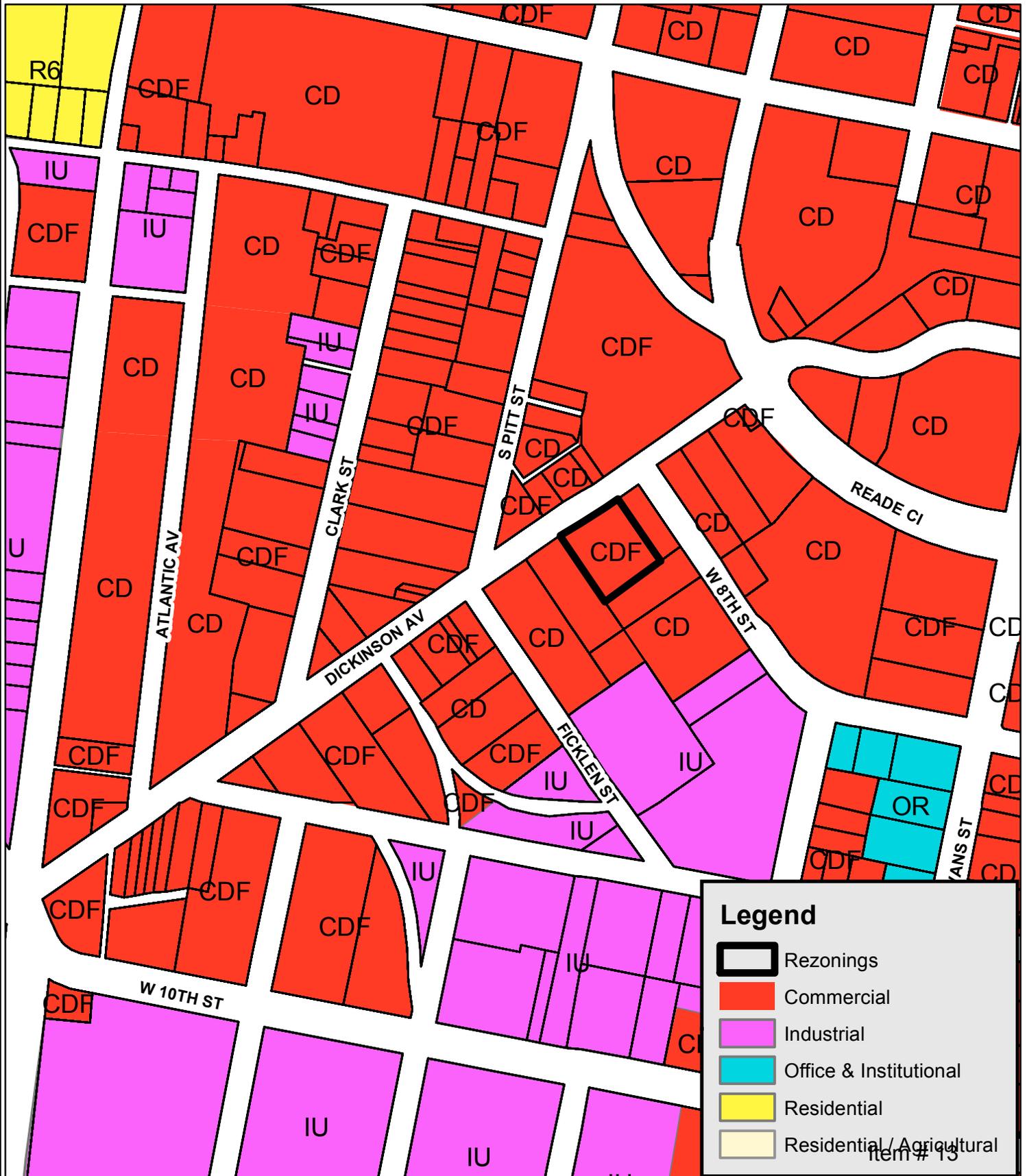
Net ADT change = 258 (4% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 909 trips to and from the site via Dickinson Avenue, which is a net increase of 643 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined.

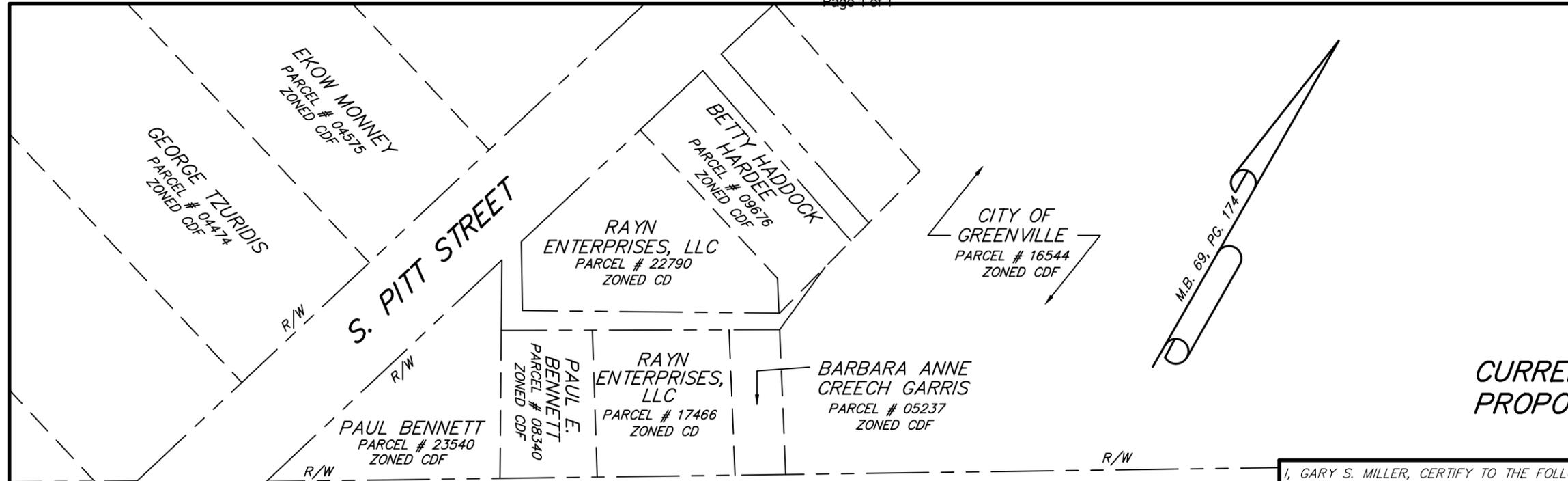
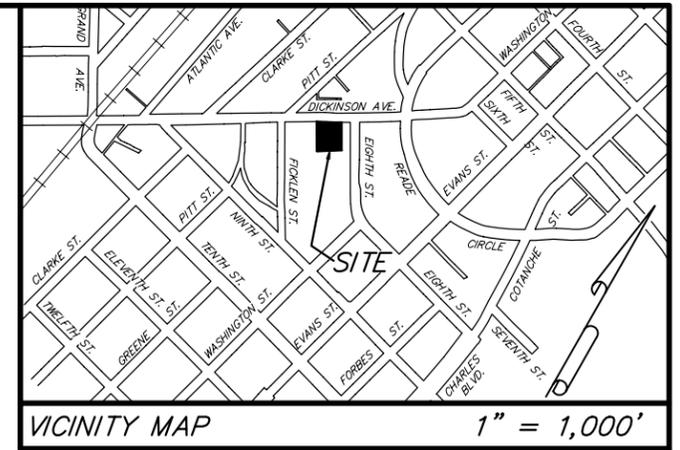
Tobacco Warehouse District, LLC
From: CDF
To: CD
0.471 acres (20,509 square feet)



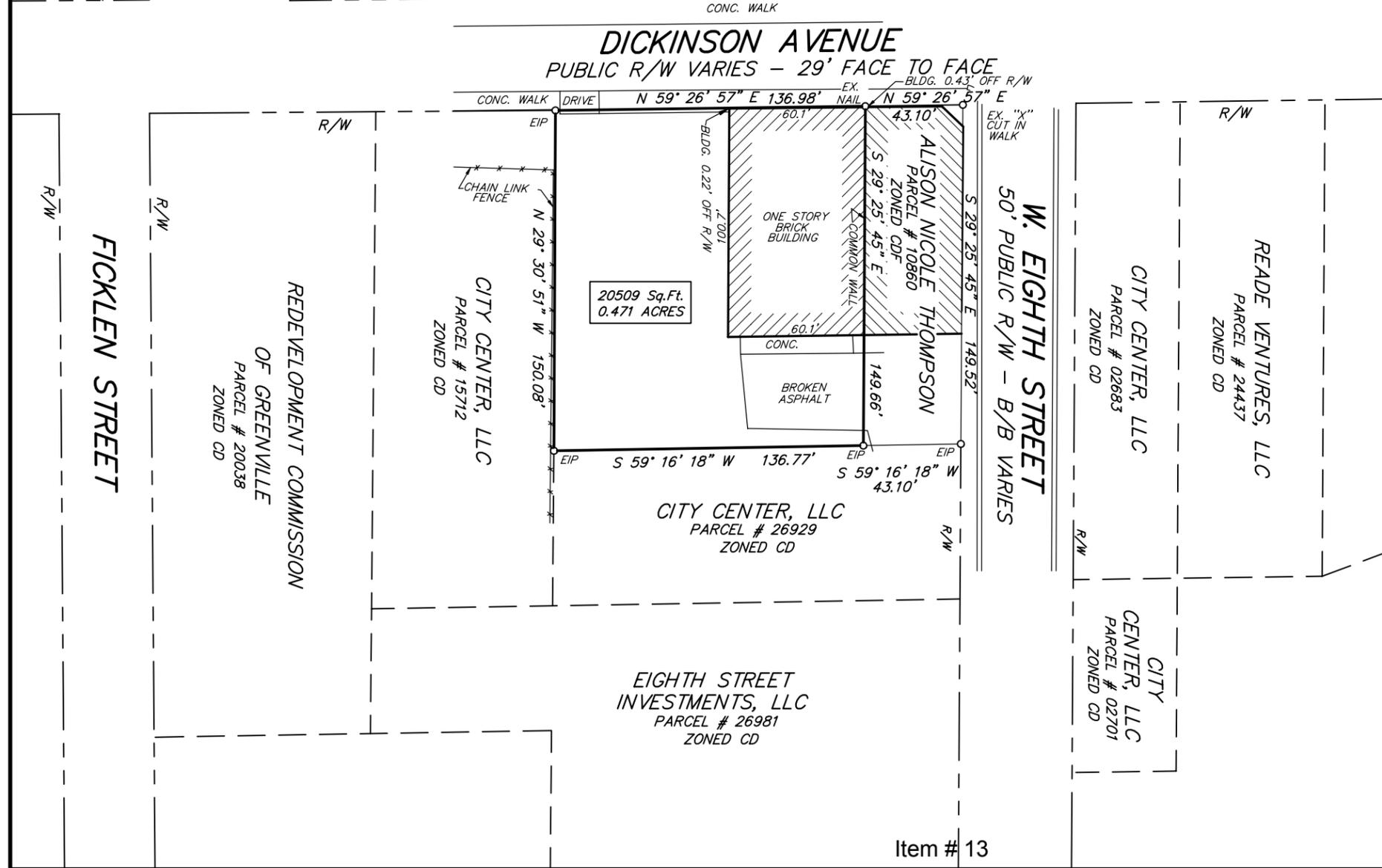
Legend

- Rezoning
- Commercial
- Industrial
- Office & Institutional
- Residential
- Residential / Agricultural

Item # 13



CURRENT ZONING - CDF
PROPOSED ZONING - CD



I, GARY S. MILLER, CERTIFY TO THE FOLLOWING:
THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;
THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BK. 3125, PG. 672-676 OR OTHER REFERENCE SOURCE); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BK. 69, PG. 174 OR OTHER REFERENCE SOURCE; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY 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).
WITNESS MY HAND AND SEAL THIS 16th DAY OF OCTOBER, 2013.

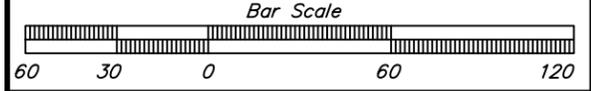
G. Miller
SIGNED
PROFESSIONAL LAND SURVEYOR No. L-2562



LEGEND:
EIP - EXISTING IRON PIPE
R/W - RIGHT OF WAY
B/B - BACK TO BACK

SURVEYED BY: MCP
DRAWN BY: BLW
13180.dwg/07373.psd

REFERENCE:
DEED BK. 3125, PG. 672-676
DEED BK. G-45, PG. 602
MAP BK. 69, PG. 174
PARCEL # 12632



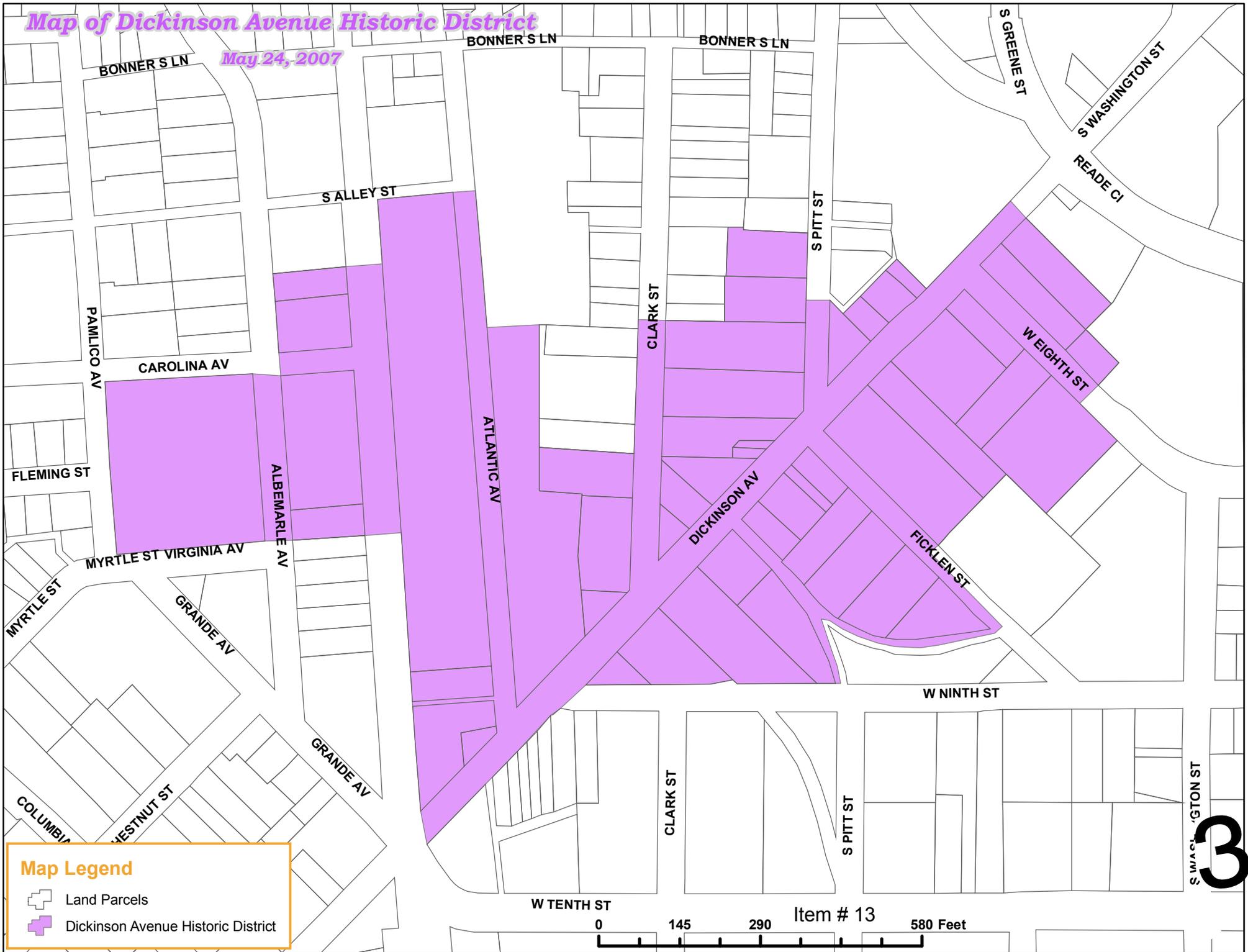
REZONING MAP FOR
TOBACCO WAREHOUSE DISTRICT, LLC
- OWNER -
JOYNER COMMERCIAL RENTALS, LLC

703 DICKINSON AVENUE
GREENVILLE, GREENVILLE TWP.
PITT CO., N.C.
SCALE: 1" = 60'
OCTOBER 16, 2013

WO 13180 FB 342
GM GARY S. MILLER & ASSOCIATES, P.A.
LAND SURVEYORS
1803 South Charles Blvd. Greenville, N.C. 27858
Phone (252)756-7878 Fax (252)756-0785
License # C-0225

Map of Dickinson Avenue Historic District

May 24, 2007



Map Legend

-  Land Parcels
-  Dickinson Avenue Historic District

W TENTH ST

0 145 290 580 Feet

Item # 13

3

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE	PUBLIC/PRIVATE STREETS OR R.R.	
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)			
Multi-Family Development (2)	C	B	B	B	B	Residential (1) - (2)	Non-Residential (3) - (5)	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
Low Density		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Ordinance to designate the property known as the Wiley Cobb House and Grounds, located at 300 South Pitt Street, as a Historic Landmark

Explanation: **Abstract:** Recommendations for local historic landmark designations are made by the Historic Preservation Commission. City Council makes the final decision on which locations are given this honor. At their August 27, 2013 regular meeting, the Historic Preservation Commission voted to formally recommend to City Council that the Wiley Cobb House and Grounds be designated a local historic landmark.

Background: Along with the College View Historic District, there are currently 19 Local Landmarks, which are individually designated because of their significance in terms of history, prehistory, cultural importance, and architecture. Examples of Local Landmarks include the Greenville Municipal Building (201 West Fifth Street), the William H. Long House (200 East Fourth Street), King Simmons Lodge (505 West Fourteenth Street), and the Robert Lee Humber House (117 West Fifth Street).

Planning staff and the Historic Preservation Commission's Selection Committee members met in September of 2012 to review the existing priority list of properties with potential for future designation. The Selection Committee recommended that the Wiley Cobb House be moved to the top of the priority list. Committee members noted that the owners (Stanton Blakeslee and Jason Crain) received the 2012 Architectural Award for Restoration Excellence for their significant rehabilitation and adaptive reuse of said house located at 300 South Pitt Street (1932).

At the Selection Committee's recommendation, staff contacted Mr. Blakeslee and confirmed their continued interest in local designation.

The Historic Preservation Commission voted at their October 23, 2012 regular meeting to move forward with funding a Survey and Research Report for local designation of the Wiley Cobb House.

A Survey and Research Report was prepared by a consultant approved by the North Carolina State Historic Preservation Office and was provided to the Historic Preservation Commission at their July 23, 2013 regular meeting.

Fiscal Note:

A preservation consultant was hired to prepare the required Survey and Research Report for a fee of \$2,000. This fee was paid out of the Community Development Department's 2012-2013 fiscal year budget. Local landmark property owners are eligible to receive an annual deferral of 50% of the City and County property taxes applicable to the designated landmark property.

Recommendation:

Adoption of the ordinance designating the Wiley Cobb House and Grounds as a Historic Landmark.

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

Attachments / click to download

- [📄 Survey and Research Report](#)
- [📄 State Historic Preservation Office Comments](#)
- [📄 300 South Pitt street photo](#)
- [📄 Cobb_House_Designation_Ordinance_968114](#)

ORDINANCE NO. 13-_____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DESIGNATING THE PROPERTY KNOWN AS THE WILEY COBB HOUSE AND
GROUNDS IN GREENVILLE, NORTH CAROLINA, AS A HISTORIC LANDMARK

Whereas, all of the prerequisites to the adoption of this ordinance prescribed in Part 3C, Article 19, Chapter 160A (Historic Districts and Landmarks) of the General Statutes of North Carolina and Title 9, Chapter 10 of the Code of Ordinances for the City of Greenville have been met; and

Whereas, the City Council of the City of Greenville has taken into full consideration all statements and information in the survey and research report prepared by the City of Greenville Historic Preservation Commission and presented to the City Council on the 12th day of December, 2013, on the question of designating the property known as the Wiley Cobb House and Grounds as a historic landmark; and

Whereas, the property known as the Wiley Cobb House and Grounds located at 300 South Pitt Street in the City of Greenville and more particularly described in Exhibit A attached hereto, is a frame and brick one-and-a-half story Colonial Revival style dwelling with Craftsman detailing; and

Whereas, the property known as the Wiley Cobb House and Grounds built ca. 1934, is an elaborate example of the Colonial Revival style house built by prominent local citizen Kinchen W. Cobb; and

Whereas, the City of Greenville Historic Preservation Commission has recognized the historic, architectural, and cultural significance of the property known as the Wiley Cobb House and Grounds and has recommended that the property be designated an "historic landmark" as defined in City Code Section 9-10-2; and

Whereas, the Division of Archives and History of the North Carolina Department of Cultural Resources has reviewed and commented on the findings of the City of Greenville Historic Preservation Commission.

Now, therefore, be it ordained by the City Council of the City of Greenville, North Carolina, that:

Section 1. The property known as the Wiley Cobb House and Grounds located at 300 South Pitt Street in the City of Greenville, North Carolina, jurisdictional area, more particularly described in Exhibit A, is hereby designated a historic landmark pursuant to Part 3C, Article 19, Chapter 160A of the General Statutes of North Carolina and Title 9, Chapter 10 of the Code of Ordinances of the City of Greenville. The name of the owner of the property is A Curious Soup, LLC.

Section 2. The waiting period set forth in Part 3C of Article 19 of Chapter 160A of the North Carolina General Statutes shall be observed prior to the demolition of the property known as the

Wiley Cobb House and Grounds.

Section 3. That the owner and occupants of the property known as the Wiley Cobb House and Grounds be given notice of this ordinance as required by applicable law, and that copies of this ordinance be filed and indexed in the office of the City Clerk, Pitt County Register of Deeds, Pitt County Tax Supervisor, and City Building Inspection Department as required by applicable law.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Any part of this ordinance determined by a court of competent jurisdiction to be in violation of any law or constitutional provision shall be deemed severable and shall not affect the validity of the remainder.

Section 6. That this ordinance shall become effective immediately upon its adoption.

Duly Adopted this 12th day of December, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Exhibit A

The property is described as follows:

Beginning at the southwest corner of the intersection of Third and Pitt Streets extends south 110.04 feet in a S15degrees 47'15"W direction to a point, then extends west 131.77' in a S73degrees 49'22"E direction to a point, then extends south 39.59' in a N14degrees 11'33"E direction to a point, then extends west 133.70' in a N73degrees15'32"W direction to a point, then extends north 65.24' in a N14degrees39'33"E direction to a point, then north 100.47' in a N15degrees21'03"E direction to a point, then east 266.24' in a S73degrees38'14"E to the beginning.

Being the same property described in Deed dated June 13, 2008, from Grantors, Aaron S. Cobb and wife, Jamie T. Ravenscraft, and Patricia Worthington Cobb to Grantee, A Curious Soup, LLC, recorded in the Office of Register of Deeds, Pitt County, NC, Book 2510, Pages 653-656.

Survey and Research Report

Kinchen Wiley and Dorothy Long Cobb House
300 South Pitt Street
Greenville, North Carolina

1. Historical name and Location of the property:

Kinchen Wiley and Dorothy Long Cobb House
300 South Pitt Street

2. Name, address, and telephone number of current property owner:

A Curious Soup, LLC
300 South Pitt Street
Greenville, North Carolina 27834

Managers: Stanton E. Blakeslee (<i>Registered Agent</i>)	Jason R. Crain
300 South Pitt Street	515 Pasty Drive
Greenville, NC 27834	Greenville, NC 27834

3. Name and address of property:

Kinchen Wiley and Dorothy Long Cobb House
300 South Pitt Street
Greenville, North Carolina 27834

4. Map of property illustrating outbuildings and appurtenant features:

Attached is a copy of the property map drawn by Bjerkeset Land Surveying, entitled "Survey for Patricia Worthington Cobb and Aaron S. Cobb" and dated May 2, 2001 that identifies the Cobb property recorded in Pitt County Map Book 55-105 (Exhibit 1) and located at 300 South Pitt Street. The property includes the Cobb dwelling, foundation remnants of a detached garage, and a rear garden within the chain link fence notation that includes a brick-lined fish pool and benches.

5. Chain of title for the property:

Pitt County Deed Book X-17, pages 43-44.

On May 1, 1929, J. H. Blount and wife, Clyde S. Blount, M. K. Blount and wife, Ruth B. Blount, and F. L. Blount and wife, Margaret L. Blount of Pitt County conveyed to Dorothy L. Cobb of Pitt County in "consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS..." a parcel of land in the town of Greenville described as:

Situate and being at the intersection of Third and Pitt Streets and runs Westwardly with the southern line of Third Street 132 feet to a stake; thence Southwardly 55 feet to a stake; thence Eastwardly and parallel with Third Street 132 feet to the Western line of Pitt Street; thence Northwardly with the Western Line of Pitt Street 55 feet to the beginning.

Pitt County Deed Book U-18, pages 575-576.

Dated April 20, 1931, this deed conveys from L. H. Rountree and his wife, Lucy M. Rountree to Dorothy L. Cobb a piece of property sold for \$80 that is described as follows:

Lying and being in the town of Greenville... and beginning at a point 125 feet from the South-West intersection of Third Street and Pitt Street, and running thence along the South Side of Third Street Westerly 12 feet; thence Southerly and parallel with Pitt Street 55 feet; thence Easterly and parallel with Third Street a distance of 12 feet; thence Northerly and parallel with Pitt Street 55 feet to the beginning point....

Pitt County Deed Book A-19, pages 146-147.

Hoyt Cherry and wife, Flora Cherry, Molsy Whitley and husband Harry Whitley, Sallie Haley and husband Oscar Haley, Sarah Cherry and Mosella Boyd deeded to K. W. Cobb on June 6, 1931 for \$250 a parcel of property described as follows:

Beginning on the south side of Third Street at the corner of the Primitive Baptist Church lot, and running easterly with property line on the south side of Third Street 69 $\frac{3}{4}$ feet; to a stake; thence southerly course parallel with Pitt Street 83 feet, more or less, to stake in the corner of L. H. Roundtree lot; thence a westerly course parallel with first line 69 $\frac{3}{4}$ feet to the line of the Primitive Baptist Church lot; thence northerly course and parallel with Pitt Street 83 feet, more or less, to the beginning being the eastern half of Lot #7 in the original plat of the town of Greenville, except that portion conveyed by deed of record in Pitt County Registry in Book I-7 page 539 and being a part of the property conveyed to Cherry Ann Ward by deed of record in Book M-4 page 145 Pitt County Registry.

Pitt County Deed Book L-19, pages 174-175.

On August 15, 1932, J. J. Perkins sold to K. W. Cobb for \$1,900 a parcel of property described as:

...in the Town of Greenville: BEGINNING at a stake on the west side of Pitt Street, 55 feet from the southwest intersection of Pitt and Third Streets, and running thence westwardly and parallel with Third Street, 132 feet to a stake; thence southwardly and parallel with Pitt Street 55 feet to a stake; thence eastwardly and parallel with Third Street, 132 feet to the West line of Pitt Street; thence northwardly with Pitt Street 55 feet to the BEGINNING; the lot herein described being the same on which is located the house formerly occupied by O. L. Joyner and family, and being the same property deed to J. J. Perkins on December 15, 1927, by the Virginia Trust Company, said Deed being recorded in Book G-17, page 226....

Note: *On May 4, 1962, Kinco Corporation filed incorporation papers with the North Carolina Secretary of State. As incorporators, Mrs. Dorothy L. Cobb, Charles D. Cobb, Sr. and his wife, Jane T. Cobb had signed these papers October 13, 1961 and served as the three members of its board of directors (Pitt County Record of Incorporation Book 7, pages 191-193). On July 16, 1963 the corporation's name was amended to Kinco Corporation of Greenville, N. C., Inc., with Charles D. Cobb Sr. as president and Jane T. Cobb as secretary (Pitt County Record of Incorporation Book 7, pages 420-422).*

Pitt County Deed Book G-45, pages 511-521.

Following the death of Dorothy Long Cobb on April 11, 1976 and in accordance with her will, a family settlement, agreement, and deed dated December 30, 1976 was made by and between Charles David Cobb, Sr., Trustee, and wife, Jane Tobias Cobb, Charles David Cobb, Jr. and wife, Janet Gayle Overman Cobb, Toby Wiley Cobb and wife, Patricia Worthington Cobb, Kinchen Benton Cobb, and Thomas Jefferson Cobb. In provision #1 entitled Property of Charles David Cobb, Sr., the Cobb homeplace built in 1932 is described as follows:

Located in the City of Greenville at the Southwest intersection of Third and Pitt Street, bounded on the North by Third Street; on the East by Pitt Street; on the South by Simon Corbett; on the West by Charles David Cobb, Sr., it being property acquired from Shiloh Primitive Baptist Church; it being the residence lot of DOROTHY LONG COBB, deceased being Tax Parcels 4431, 4435, 4436.

Pitt County Deed Book B-48, pages 436-438.

In this document dated May 31, 1979, property lines and ownership are clarified between the Grantors Charles D. Cobb and wife Jane T. Cobb and Kinco

Corporation of Greenville, NC and the Grantee Thomas Jefferson Cobb for the following parcel:

BEGINNING at the southwest intersection of the western property line of Third Street and the southern property line of Pitt Street and runs in a southern direction with the western line of Pitt Street 110 feet to the property of Kinco Corp. of Greenville, N. C. which property was acquired from Simon Corbett a deed recorded in Book J-46, page 433, said point being further identified as being the location of a chain link fence now existing on the said property line of Kinco and Cobb;

Thence, in a western direction following the said Kinco Corp. property line 132 feet and an extension thereof in a western direction to the point the said extension will intersect an extension of the western property line of that property conveyed to K. W. Cobb by Hoyt Cherry et al, a deed recorded in Book A-19 at page 146;

Thence in a northern direction following the extension of the said western line of the Cobb-Cherry lot, as shown by deed recorded in Book A-19 at page 146, to the southwest corner of said Cobb-Cherry lot and thence continuing with the said western line as shown by said deed and following the dividing line between the Cobb-Cherry lot and the lot acquired by Charles D. Cobb from Primitive Baptist Church by deed recorded in Book A-43 at page 193, it being a common corner with property formerly owned by the Primitive Baptist Church and now owned by Charles D. Cobb, the said line heretofore described being the boundary line between the said Cobb-Cherry lot and the Cobb-Primitive Baptist Church lot;

Thence, with the southern property line of Third Street following the northern property line of the Cobb-Cherry property, and the northern property line of the Cobb-Blount line 201,75 feet to the point of BEGINNING.

The said tract or parcel contains the lot previously conveyed to Dorothy L. Cobb by J. H. Blount and others on May 1, 1929, and being recorded in Book X-17, page 43 of the Pitt County Registry; the lot conveyed to K. W. Cobb from J. J. Perkins on August 15, 1932, and being recorded in Book L-19, page 174 of the Pitt County Registry; and the lot conveyed to K. W. Cobb by Hoyt Cherry et al and being recorded in Book A-19 at page 146 of the Pitt County Registry.

Note: *The next Pitt County deed fully describes the combined property increases associated with the Cobb residence and includes parcels 04431, 13807, and 26916 as identified on the 1966 Pitt County Tax Map 12, Block C, and lots 1, 3, and 20 (See Exhibit 2).*

Pitt County Deed Book 107, pages 97-99.

Following the death of Charles David Cobb, Sr. on March 1, 1986, the Grantor Thomas Jefferson Cobb deeded on December 5, 1986 to the Grantee Charles David Cobb, Jr. as Executor of the Estate of Charles David Cobb, Sr. one-half

interest in the following property:

Situated and being at the intersection of Third and Pitt Streets in the City of Greenville...bounded on the north by Third Street, on the east by Pitt Street, on the south by property of Kinco Corporation Tax Parcel number 13807 and on the west by property of the Charles David Cobb Estate also known as the Primitive Baptist Church Lot, Tax Parcel Number 26916 and more particularly described as follows:

BEGINNING at the southwest intersection of the western property line of Third Street and the southern property line of Pitt Street 110 feet to the property of Kinco Corp. of Greenville, N.C. which property was acquired from Simon Corbett a deed recorded in Book J-46, page 433, said point being further identified as being the location of chain link fence now existing on the said property line of Kinco and Cobb;

Thence, in a western direction following the said Kinco Corp. property line 132 feet and an extension thereof in a western direction to the point the said extension will intersect an extension of the western property line of that property conveyed to K. W. Cobb by Hoyt Cherry et al, a deed recorded in Book A-19 at page 146.

Thence in a northern direction following the extension of said western line of the Cobb-Cherry lot, as shown by deed recorded in Book A-19 at page 146, to the southwest corner of said Cherry-Cobb lot and thence continuing with the said western line as shown by said deed and following the dividing line between the Cobb-Cherry lot and the lot acquired by Charles D. Cobb from Primitive Baptist Church by deed recorded in Book A-43 at page 193, it being lot 20 on Tax Map 12, to the southern property line of Third Street, it being a common corner with property formerly owned by the Primitive Baptist Church and now owned by Charles D. Cobb the said line heretofore described being the boundary line between the said Cobb-Cherry lot and the Cobb-Primitive Baptist Church lot;

Thence with the southern property line of Third Street following the northern property line of the Cobb-Cherry property, and the northern property line of the Cobb-Blount line 201.75 feet to the point of BEGINNING.

The said tract or parcel contains the lot previously conveyed to Dorothy L. Cobb by J. H. Blount and others on May 1, 1929, and being recorded in Book X-17, page 43 of the Pitt County Registry; the lot conveyed to K. W. Cobb from J. J. Perkins on August 15, 1932, and being recorded in Book L-19, page 174 of the Pitt County Registry, and the lot conveyed to K. W. Cobb by Hoyt Cherry et al and being recorded in Book A-19 at page 146 of Pitt County Registry.

Pitt County Deed Book 206, pages 600-602.

A quitclaim deed dated September 21, 1988 between Grantor, Charles David Cobb Jr. as Executor of the Estate of Charles David Cobb, Sr. and Grantee, Charles David Cobb, Jr. Trustee Under the Will Charles David Cobb, Sr. describes

verbatim the Cobb property recorded the previous deed excerpt from Pitt County Deed Book 107, pages 97-99.

Pitt County Deed Book 405, pages 709-713.

The executor of the Estate of Charles David Cobb Sr., Charles David Cobb, Jr., serving as Grantor, on December 3, 1992 deeded eleven parcels of property to the Grantee, Donald Southerland the Successor Trustee for the Estate of Charles David Cobb Sr.. Within this parcel grouping, the residence lot of Dorothy Long Cobb is described in Parcel No. 6 as follows:

Located in the City of Greenville at the Southwest intersection of Third and Pitt Street, bounded on the North by Third Street; on the East by Pitt Street; on the South by Simon Corbett; on the West by Charles David Cobb, Sr. it being the property acquired from Shiloh Primitive Baptist Church; it being the residence lot of Dorothy Long Cobb, deceased. This parcel is further described as being Tax Parcel No. 4431, as shown on Tax Map 12 as Block C, Lot 1 in the office of the Tax Assessor of Pitt County.

Pitt County Deed Book 1147, pages 55-58.

Dated May 23, 2001, this deed between the Grantor Charles Donald Southerland, Successor Trustee Under the Will of Charles D. Cobb, Sr. and the Grantees, Aaron S. Cobb, Dorothy Renee Cobb Moore, and Ashley K. Cobb conveyed to each 1/3 undivided interest as tenants the following piece of property:

...bounded on the north by Third Street, on the south by the properties of Raymond Paul Kiser, Robert S. Edmiston and wife, Sara Davis Edmiston and Frank A. Cassiano, Jr. and wife Kelly J. Cassiano, on the east by Pitt Street, and on the west by the properties of Stephen Jacob Evans and wife, Deborah Ann Statler, and Mark Harrington, and more particularly particularly described as follows:

BEING a one-half (1/2) undivided interest in Tract A (containing 7,402 square feet), and all of Tract B (containing 36,773 square feet) (including overlaps), all as is shown on that certain plat entitled "Survey for Patricia Worthington Cobb & Aaron S. Cobb", dated May 2, 2001, prepared by Bierkeset Land Surveying, and appearing of record in Map Book 55, at Page 105, Pitt County Public Registry, to which reference is hereby made for a more complete and accurate metes and bounds description of the subject property. This being all inclusive of Parcel No. 4 and Parcel No. 6 conveyed in that certain Deed appearing of record in Book 405, at Page 709, Pitt County Public Registry, and its property conveyed in that certain Deed appearing of record in Book 1132, at Page 446, Pitt County Public Registry. Reference is also made to that certain Deed appearing of record in Book 1029, at Page 266, Pitt County Public Registry, for the conveyance of a one-half (1/2) undivided interest in Tract A to Frank A. Cassiano, Jr. and wife, Kelly J. Cassiano. Reference is hereby further made to Parcel UMBER 26916 (PIN

4688.17-22-4114.0), Parcel Number 04431 (PIN 4688.18-22-5172.0), and Parcel Number 13807 (PIN 4688.18-22-5063.0) in the Office of the Tax Assessor of Pitt County, North Carolina. Reference is also made to File No. 88-E-84 in the Office of the Clerk of Superior Court of Pitt County, North Carolina.

Note: See Exhibit 1, "Survey for Patricia Worthington Cobb & Aaron S. Cobb," Pitt County Map Book 55, page 105.

Pitt County Deed Book 1147, pages 59-61.

On May 23, 2001 heirs of Charles David Cobb Jr., entered into a deed agreement that included two tracts of land: Tract A, a parking lot, and Tract B, the Cobb house property located at 300 Pitt Street. This agreement is between Dorothy Renee Cobb Moore and husband, Anthony Moore and Ashley K. Cobb and wife, Paula M. Cobb, all known as Grantors, and Patricia Worthington Cobb, the Grantee. This property is documented in the "Survey for Patricia Worthington Cobb & Aaron S. Cobb" by Bjerkeset Land Surveying that was completed on May 5, 2001 and recorded in Pitt County Map Book 55, page 105. The deed states that Tract A contains 7,402 square feet of land and Tract B, the Cobb house property, has 36,773 square feet.

Pitt County Deed Book 2510, pages 653-656.

This deed records on June 13, 2008 the transfer of the property from Grantors, Aaron S. Cobb and wife, Jamie T. Ravenscraft, and Patricia Worthington Cobb to Grantee, A Curious Soup, LLC. This property is the same one documented in the previous deed and illustrated in Pitt County Map 55, page 105 (Exhibit 1). It identifies two parcels, Tract A and Tract B, with the former Cobb residence located at 300 S. Pitt Street identified as Tract B.

6. Legal description of the property:

The current description of the property based on the plat recorded in Pitt County Map Book 55, page 105 is as follows for tract B. It begins at the southwest corner of the intersection of Third and Pitt Streets extends south 110.04 feet in a S15°47'15"W direction to a point, then extends west 131.77' in a S73°49'22"E direction to a point, then extends south 39.59' in a N14°11'33"E direction to a point, then extends west 133.70' in a N73°15'32"W direction to a point, then north 65.24' in a N14°39'33"E direction to a point, then north 100.47' in a N15°21'03"E direction to a point, and then east 266.24' in a S73°38'14"E to the beginning.

7. Architectural description of the structure, including walls, fences or other fixtures:

See is the architectural sketch of the property by Drucilla H. York, pages 23-27.

8. Historical discussion of the site or structure within its type, period, and locality:

See historical sketch of the property by Drucilla H. York, pages 13-23.

9. Assessment of the significance of the site or structure pursuant to the criteria established in G. S. 160A-400.5:

a. Special significance of the property in terms of its history, architecture, and/or cultural importance.

In 1934, Kinchen Wiley and Dorothy Long Cobb hired Oscar J. Gulley Sr. as superintendent for the construction of this impressive Colonial Revival-style one-and-a-half-story brick dwelling with its distinctive Craftsmen-style eave overhang and full basement. Mrs. Cobb drew the plans for the house, and Tom May, an African American, was the master plasterer and pulled the formal coved plaster cornices. Built on a vacant lot in an established residential neighborhood at the edge of the original Greenville town plan, this dwelling stands as an important and rare example of residences constructed during the 1930s depression-era near the city's downtown commercial area. Today, the Cobb House stands as an important representative of Greenville's development prior to World War II associated with a growing real estate market, burgeoning tobacco industry, and evolving modern housing patterns.

b. Integrity of the property's design, setting, workmanship, materials, feeling, and/or association.

Throughout the restoration and adaptive reuse of the dwelling, a project completed in October 2009 using state and federal tax credits for historic preservation, all integrity issues associated with the work were satisfactorily addressed thereby preserving its major elements relating to design, setting workmanship, materials, feeling, and/or association. Prior to this work, the house had minimal alterations, such as the replacement of the basement garage's original paneled doors. Based on a documentary photograph, the design elements of these doors were replicated in the present stationary wall (Exhibit #3). A free-standing garage, southwest of the house, was

removed after 1946 leaving an exposed concrete slab floor. Although overgrown, an informal garden designed with winding paths, a reflecting pool, and benches, slopes down to the west of the rear driveway and illustrates a rare intact mid-twentieth century residential garden in the downtown area of Greenville.

10. Assessment of the property's suitability for preservation or restoration, educational value, and possibilities for adaptive or alternative use.

The current owners of the property undertook an adaptive reuse of the dwelling in August 2008 and successfully and sensitively completed it in October 2009 by converting it from single-family use as a residence to a professional office. Today, this federal and state historic preservation tax credit project stands as an outstanding educational tool for perspective restoration projects within Greenville and the region. It also illustrates the importance of creative decisions made throughout the course of a project while, in this case, transforming a long-standing vacant dwelling into a community asset.

11. Representative 8" by 10" black-and-white photographs of the property:

Exterior and interior photographs are listed as:

- #1 View front façade.
- #2 Southwest oblique view of dwelling.
- #3 Rear façade.
- #4 Detail façade gables.
- #5 Front entrance detail.
- #6 Parlor mantel.
- #7 Sunroom mantel.
- #8 Kitchen with view of hoosier cabinet and butler's pantry hall into breakfast room.
- #9 Interior hall lined to left with doors to safe closet, former stairs, and dumbwaiter and to the right new staircase.
- #10 Second-floor renovated open workspace.

12. Total appraised value of the property:

The Pitt County Tax Administration Office "Total Current Market Value" for tax parcel #00431 located at 300 South Pitt Street is \$540,149.

13. Why and in what ways the property is of historical importance to the City of Greenville:

Detailed documentation in support of the historical value of this property is contained in the attached historical sketch referenced above in Section 8, see pages 13-23.

14. Why and in what ways the property is of architectural importance to the City of Greenville:

Detailed documentation in support of the architectural importance of the property is contained in the architectural and historical descriptions referenced above in Sections 7 and 8, see pages 23-27.

15. Why and in what ways the property meets the criteria established for inclusion on the National Register of Historic Places:

Built in 1934, the Kinchen W. and Dorothy L. Cobb House would qualify for inclusion in the National Register of Historic Places via Criterion A as a locally significant residential property associated with the development of Greenville's leading tobacco industry and its Tobacco Board of Trade as well as the burgeoning real estate market, both sales and rental, through its connection with Kinchen W. Cobb. In 1932, he was treasurer of the Greenville Tobacco Board of Trade as well as its supervisor and publicity director. At this time, Greenville was one of the largest tobacco markets in the state and world. As an investor, Cobb also developed and managed real estate and rental properties, such as Skinner's Ravine on West Third Street. Architecturally through Criterion C, the house also embodies distinctive characteristics associated with national domestic building patterns and styles that are prevalent in Greenville's increasingly modern homes constructed during the first half of the twentieth century. This one-and-a-half-story Colonial Revival-style brick dwelling with Craftsmen detailing illustrates the popularity of brick as a preferred construction material for upscale residences. Various local craftsmen and businesses participated in its construction, including building contractor Oscar J. Gulley, Sr., a personal friend of the Cobb family; black master plasterer, Tom May; Harris Hardware; and Smith Electric Company. Dorothy Long Cobb drew the floor plans for the dwelling, which contained such modern conveniences as recessed radiators in formal rooms, a laundry shoot, and dumb waiter.

16. Why and in what ways the land area or portion thereof associated with any structure should be included for designation as historic property:

The plat contained within Pitt County Map Book 55 and illustrated on page 105 clearly identifies two parcels, A and B. This local historic landmark designation for the Kinchen W. and Dorothy L. Cobb House relates only to parcel B. This plat clearly defines the boundaries for parcel B, which contains the historic Cobb residence, surrounding property associated with the house prior to the respective deaths of Kinchen and Dorothy Cobb in 1963 and 1976, and a ca. 1950 landscaped garden with reflecting pool either designed or influenced by noted Virginia landscape architect, Charles F. Gillette.

17. Bibliography and footnotes: *(The footnotes are included with the accompanying architectural and historical sketches.)*

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Pitt County Map Books. Office of Pitt County Register of Deeds Office, Greenville, N. C.

Pitt County Record of Corporation. Pitt County Register of Deeds Office, Greenville, N. C.

Pitt County Superior Court, Estate Records and Special Proceedings. Pitt County Courthouse, Greenville, N. C.

Pitt County Vital Statistics: Births and Deaths. Office of Pitt County Register of Deeds Office, Greenville, N.C.

Sanborn Map Company maps, Greenville, N. C. 1898:1, 1900:2; 1905:2; 1911:2; 1916:11-12; 1923:15; 1929:20; 1929(rev.1946):20.

United States Census, Population Schedules, Pitt County, N. C. 1880, 1900, 1910, 1920, 1930, 1940.

Kinchen Wiley and Dorothy Long Cobb House
300 Pitt Street, Greenville, North Carolina

Historical Sketch

Emergence of Tobacco Spurs Growth of Tobacco Towns in Eastern North Carolina

In North Carolina during the late nineteenth and early twentieth centuries, the culture of bright leaf tobacco began to profoundly impact rural and urban life, especially in the piedmont and then the coastal plain. At this time, the state's predominately agricultural economy was based on a single cash crop, cotton, but was rapidly shifting to one that included the cultivation of tobacco. Ultimately, tobacco farming, its sales and processing, and, in a few localities, the production of cigarettes transformed rural and urban life in much of North Carolina.

The growth of bright leaf tobacco began first in the state's northern piedmont area known as tobacco's "Old Belt" and then expanded into the "New Belt" area of the coastal plain, a region known for its sandy soil. Tobacco profits converted sleepy piedmont towns, like Durham and Winston-Salem, into thriving industrial cities. Within the coastal plain region, railroad construction oftentimes aided the competition between small towns to become local tobacco markets. Tobacco profits stimulated broad local investment. Warehouses, hotels, and banks were built and streets were improved. In the New Belt during the early twentieth century, four key "tobacco towns," Kinston, Wilson, Rocky Mount, and Greenville, emerged and dominated tobacco commerce. The expansion of tobacco into the coastal plain lured many experienced tobacconists from the piedmont of North Carolina and neighboring southside Virginia to eastern North Carolina.¹

The seasonal nature of the tobacco business began on the farm in late winter and then in August started shifting to sales markets in local municipalities. On the farm, tobacco was a labor-intensive crop requiring handwork throughout all stages, from the growth of seedlings through the tying and bundling of cured leaves for market in the fall. Many of these farm workers were tenants and included white and black families. For towns, tobacco markets were an economic boon that included warehouse sales and an influx of buyers, auctioneers, laborers, and salesmen. As markets became established in the emerging tobacco towns, the nearby construction of factories known as stemmeries or prizeries, as well as hogshead factories, soon followed.²

Within each tobacco town, an increasing demand for housing arose that stimulated new construction. Tobacconists built handsome mansions. Local landowners started to develop their holdings, sometimes into a planned neighborhood or suburb in proximity to the downtown or new industrial center.

¹ Roger Biles, "Tobacco Towns: Urban Growth and Economic Development in Eastern North Carolina" *North Carolina Historical Review* 84 (April 2007): 156-159, 162, 179-180.

² Biles, "Tobacco Towns," 173-178.

Real estate agents promoted land sales in these new developments or managed rental properties. A demand for rental housing enticed some to invest in the construction of modest housing for salesmen and basic for laborers. Frequently, this basic housing was located in the geographically less desirable locations in the town.³

Greenville Prospers As a Leading Tobacco Town and Education Center

Recognized throughout much of the twentieth century as one of eastern North Carolina's leading tobacco towns, Greenville evolved from a county seat with a population of 912 in 1880 to an emerging and prospering tobacco town by 1900 with a population of 2,565.⁴ In the *Eastern Reflector*, editor David Whichard promoted the culture and sales of bright leaf tobacco and eventually established a regular tobacco column, "The Tobacco Department," written by O. L. Joyner. Whichard also strongly encouraged local investment in hotels, factories, and mills as well as municipal and transportation improvements, including the opening on March 28, 1890, of a branch of the Wilmington and Weldon Railroad, which began in Halifax and eventually extended to Kinston.⁵ Within a year, the town's first tobacco auctions were held at the newly completed Greenville Tobacco Warehouse located on Ninth Street near the depot on the old plank road. These sales extended over a three-day period during which fifty-seven buyers purchased 225,000 pounds of leaf. Initially, this Greenville warehouse gave Pitt County farmers a welcomed and economical alternative to transporting or shipping tobacco long distances. Another warehouse, the Eastern Tobacco Warehouse, was soon completed with O. L. Joyner as a major investor. With local sales soaring by more than one million pounds in 1892 and again in 1893, the American Tobacco Company gave the Greenville market another boost by deciding to locate one of its buyers in town.⁶ As additional warehouses, stemmeries, and factories were constructed by competing companies, local businessmen "recognizing the need to regulate the growing industry," formed the Greenville Tobacco Board of Trade in 1895 to promote the Greenville market and to support fair trade within it.⁷

By the early twentieth century, Greenville ranked as the world's third largest tobacco market. Two international companies, Imperial Tobacco Company and Export Leaf, chose respectively, in 1902 and 1914, to invest here by building major processing facilities in close proximity to the tobacco warehouses and railroad

³ Biles, "Tobacco Towns," 180-181, 187.

⁴ Cynthia deMiranda, Jennifer Martin, and Sarah Woodard, "Skinnerville-Greenville Heights Historic District," National Register of Historic Places Registration Form, 2005, 8:9.

⁵ Biles, "Tobacco Towns," 167-168.

⁶ Michael Cotter, ed. *The Architectural Heritage of Greenville, NC*, 11-12; Betsy Gohdes-Baten, "Greenville NC Tobacco Warehouse Historic District," National Register of Historic Places Registration Form, 1997, 8:3. These warehouses were primarily located on Ninth Street near Dickinson Avenue.

⁷ Biles, "Tobacco Towns," 168.

access.⁸ By 1918, state-of-the-art plants were operated by five tobacco companies: Imperial, Export, Person-Garrett, Hughes-Thomas, Liggett & Myers, and E. B. Ficklin. Each season these plants hired between seventeen hundred and two thousand hands.⁹

The selection of Greenville in 1907 as the site for East Carolina Teacher's Training School interjected important economic diversity into the town's twentieth-century future and ultimately its successful transformation into a regional urban center. The arrival of the Norfolk and Southern Railroad that same year compounded passenger and freight service to the town, and it maintained two separate depots within the heart of the tobacco district.¹⁰ The *Daily Reflector* published a special edition in December 1911 that featured local leaders, businesses, and companies. In the article "What Greenville Has," the town is proudly described as follows:

Greenville, North Carolina has 5,000 population: 8 churches, white; 5 churches, colored; white graded school; colored graded school; home of East Carolina Teachers Training School, for both sex; theological seminary, colored; Carolina Club, with 117 members; public library; women's clubs; 8 fraternal orders; 3 hotels; 13 law firms; 7 boarding houses; city hall; 2 dentists; 1 bakery; 8 practicing M.D.s; 5 drug stores; 3 cotton brokers' offices; 5 insurance agencies; 4 real estate agencies; 1 buggy manufacturer; 2 undertaking establishments; 4 shoe repair shops; 1 building manufacturing company; 1 brick manufacturing plant; 1 truck package factory; 1 veneer manufacturing company; 2 coal and wood yards; 6 livery, sales and feed stables; 4 tobacco sales warehouses; 6 tobacco steam prize plants; 1 tobacco hogshead manufactory; 3 weekly and 1 daily paper; modern dwellings; municipal- water and light plants; sewerage system; market house; cemeteries; excellent fire protection; hospitable people; 2 job printing plants; 3 strong banks; home building and loan association; 20 retail grocery stores; 3 wholesale grocery stores; 7 general merchandise stores; 10 up-to-date dry goods stores; 2 hardware and paint stores; 4 millinery stores; racket store; 4 furniture stores; 3 jewelers, watch makers; 2 fertilizer dealers; 2 machine shops; 2 good plumbers; 1 saw mill; 1 ice plant; 3 bottling works; paved streets, and an up-to-date steam laundry.¹¹

Its expansive growth reflects the energy and commitment of the town's leaders. The transitional leadership of businessmen, lawyers, and doctors such as E. B. Ficklen, Harry and Charles Skinner, J. L. Wooten, H. A. White, R. J. Cobb, Alfred Forbes, E. G.

⁸ deMiranda, "Skinnerville-Greenville Heights Historic District," 8:3.

⁹ "No Tobacco Market Has Better Facilities For Taking Care of the Weed Than Does Greenville," *Greenville Daily News*, August 13, 1918.

¹⁰ Cotter, *The Architectural Heritage of Greenville, NC*, 13.

¹¹ "What Greenville Has," Greenville and Pitt County, North Carolina edition, *Daily Reflector*, December 1911, 2.

Flanagan, and F. G. James expanded to include J. B. Kittrell, P. M. Johnston, Frank Wilson, W. H. Dail, J. R. and J. G. Moye, C. T. Munford, B. W. and A. M. Moseley, and W. H. Long. Greenville's population figures in 1905 of 3,500, in 1911 of 4,500, and in 1929 of 12,500 underscore the town's robust growth during the early twentieth century and reflect the success of its 1911 public relations slogan: "Our Greenville, yours if you come."¹²

Bounded on the north by the Tar River, Greenville's early rectilinear town plan encompassed approximately forty city blocks extending west from Pitt Street, east to Reade Street and Short Street, and south just beyond Fifth Street. Each block was quartered and all 162 lots numbered. In the late nineteenth century, Evans and Fifth Streets were principally commercial, with a mix of residential elsewhere. Cherry Hill Cemetery was also delineated in the northwest quadrant.

In 1885 lawyer Harry Skinner began developing the city's first suburb named Skinnerville just west of the city limits. Bounded on the south by Fifth Street, this suburb featured thirty-five lots platted roughly within a ten block area bounded by Elizabeth, Vance and Third Streets. In 1890, tracts of the Wilmington and Weldon Railroad, now the Atlantic Coast Line Railroad, separated the town from Skinnerville until the suburb was incorporated around the turn of the twentieth century. At this time, Skinner and other investors including Maj. L. C. Latham, rapidly expanded the development to the east, north, and west. Here Harry Skinner, tobacconist E. B. Ficklen, businessman J. R. Moye and others built handsome large Victorian houses with Eastlake and Queen Anne-style detailing.

Following the turn of the twentieth century, modern municipal enhancements within Greenville helped spur real estate growth. Business and community leaders sought to improve living standards for town residents through the introduction of street improvements, oftentimes, with sidewalks and through the provision of modern municipal water, lights, and sewerage. Only two real estate agents, L. C. Arthur and Rudolph Hyman, worked the Greenville market in 1902. By 1910, however, ten agents were listed, including Moseley Brothers and United Development Corporation.¹³ With modest beginnings in 1910, the Atlantic Coast Realty Company was incorporated in May 1912 under the leadership of J. W. Ferrell, and its headquarters was located in Greenville's new National Bank Building. By 1915, the company had recorded land sales in fourteen states.¹⁴

Prosperity associated with Greenville's tobacco market and later East Carolina Teachers Training School (ECTTS), encouraged other landowners and real estate developers to promote new neighborhoods and suburbs. In 1898, three brothers, Edward B., Jacob W., and Joseph S. Higgs, offered lots for sale in the Higgs neighborhood in southwest Greenville.¹⁵ The Norfolk, Virginia-based United

¹² Sanborn Map Company, 1905:1, 1911:1, 1929:1; "What Greenville Has," *Daily Reflector*, December 1911, 2.

¹³ *North Carolina Yearbook*, 1902, 426; 1910, 380.

¹⁴ "Business Men are Helping Put Greenville in the Lead - The Atlantic Coast Realty Company...." *Carolina Home & Farm & Eastern Reflector*, November 19, 1915; Pitt County Record of Incorporations, Book 2:276-279.

¹⁵ Cotter, *Architectural Heritage of Greenville, NC*, 63.

Development Corporation under the leadership of J. L. Bunting began in 1907 planning the sale for the new garden suburb "Greenville Heights," just west of Skinnerville.¹⁶ After W. H. Harrington sold a 47.5-acre site for the establishment of ECTTS in 1907, he began offering lots in 1910 for a neighboring residential suburb, "College View," just north of the college.¹⁷ Through the years, five additions to this neighborhood paralleled the development of the college along Fifth Street and new ones in the area that extended north to the Tar River, including Chatham Circle, Wilson Acres, Johnston Heights, and Highland Pines.¹⁸ The Atlantic Coast Realty Company in 1917 began parceling and selling the Lang property. This relationship continued into mid-1920s, as it sold additional Lang property for its owner, C. T. Munford, that extended from First Street to the Tar River and from Jarvis Street to Town Creek.¹⁹

Kinchen Wiley Cobb (1887-1963), Civic Leader, Real Estate Manager, and Tobacconist

A civic leader, real estate developer, and tobacconist, Wiley Cobb was the product of both a Pitt County rural and urban upbringing. Following in the business footsteps of his father, Cobb lived most of his life near Cherry Hill Cemetery on Pitt Street. During the bustling years of the early twentieth century in Greenville, opportunity directed many of Wiley Cobb's life decisions as he typically strove to maintain and improve his upper middle-class life in Greenville.

Born at Buck Branch, the Cobb family farm in Farmville Township, Wiley Cobb was the only child of Charles (1857-1929) and John Anna Moore (1867-1923) Cobb. His father was the youngest son of Wiley (d. 1897) and Elizabeth Cobb, who maintained the family farm. Nearing the age of thirty, Charles Cobb married on December 22, 1886, Anna Moore, who was raised by her grandfather, Kinchen C. Lewis, in Edgecombe County. Their son, Kinchen Wiley, was born on October 18, 1887, and named in honor of his fraternal grandfather and maternal great grandfather.²⁰ Buck Branch Farm was their home until January 1895, when the family moved to Greenville and lived in the "Fleming house in Skinnerville."²¹ One year later, J. Anna Cobb purchased for one thousand dollars Lot #18 of the Greenville town plan, which included a dwelling near its southeast corner at 218 Pitt Street. This former home of I. A. Sugg and Henry Sheppard was located in an

¹⁶ deMiranda, "Skinnerville-Greenville Heights Historic District," 8:8.

¹⁷ Cotter, *Architectural Heritage of Greenville, NC*, 13; "Map of College View" (Property of W. H. Harrington, Dresbach and Clark Surveyors, May 1910) in Pitt County Court Special Proceedings No. 1693.

¹⁸ Pitt County Map Book 2: 201, 204, 216, 231, 258; Map Book 3: 116, 136, 180, 297, 299, 303; Map Book 4: 3, 128.

¹⁹ Pitt County Map Book 1: 131, 207.

²⁰ Copeland, *Chronicles of Pitt County, NC*, 232-233

²¹ *Eastern Reflector*, January 16, 1895.

established residential neighborhood near Cherry Hill Cemetery and three churches: the Episcopal, Methodist, and Baptist.²²

Life in Greenville presented many options for the Cobb family. Initially, St. Paul's Methodist Church became their parish home until it was replaced by Jarvis Memorial Methodist Church in 1907. Charles was a long-standing member of its board of stewards, and both parents were active in Sunday school classes. Charles embraced civic and business responsibilities, including service on the first board of trustees for Greenville's graded schools.²³ In 1905, during Frank M. Wooten's tenure as mayor, he was elected as a town alderman with J. S. Congleton, J. R. Moye, W. A. Bowen, A. H. Taft, C. S. Carr, T. E. Hooker, and J. C. Lanier, and chaired the standing committee for lights.²⁴ He also was designated as mayor pro tem. His memberships included the Carolina Club and Greenville Lodge No. 284 of F. & A. Masons. As a director for both the Home Building and Loan Association and the National Bank of Greenville, he held positions that encouraged growth and investment in the bustling town.²⁵ A carriage maker by trade, Cobb purchased by January 4, 1898, W. R. Smith's interest in the Pitt County Buggy Company becoming business partners with Henry C. Edwards. Their business included holding several property mortgages ranging from \$300 to \$1,400. In 1904, Cobb's professional interests, however, shifted from manufacturing to investments, as he sold his share of the Pitt County Buggy Company to Edwards and became a partner with D. S. Smith in a brokerage business.²⁶ However, he continued on occasion to buy land and source a mortgage with Edwards.²⁷ By 1910, Charles Cobb listed his occupation as managing his own income. Over the next decade he bought, mortgaged, and sold urban and rural properties, including parcels near Tenth Street and Dickinson Avenue and lots along West Fifth Street in the Cobb-Davis Subdivision. Occasionally, he entered into financial deals with H. C. Edwards. By 1920, however, Cobb considered himself retired.²⁸

The Cobb home, located at the northwest corner of Third and Pitt Streets, provided the pivot point for their family life and its needs. Built ca. 1885, this older one-story home was expanded by "additional rooms" in 1897. In all likelihood, these new accommodations were constructed to provide for the elder Wiley Cobb, who was in failing health and died in the Cobb home on December 31, 1897.²⁹

²² Pitt County Deed Book A6:86; Cotter, *Architectural Heritage of Greenville, NC*, 58.

²³ "Dies at Home in This City," *Daily Reflector*, February 18, 1929.

²⁴ *Daily Reflector*, May 9, 1905; .

²⁵ *Daily Reflector*, February 18, 1929; Copeland, *Chronicles of Pitt County, NC*, 232. The death date of 1928 noted in *Chronicles* article is an error.

²⁶ *Daily Reflector*, January, 16, 18, 1904; August 17, 1904; Pitt County Deed Book R6:472; O7:59, 524; T8:300.

²⁷ Pitt County Deed Book T8:300; P9:523; L10:430.

²⁸ U. S. Census, Population Schedule, Pitt County, Greenville, 1910, 1920; Pitt County Deed Book M9:364; P9:466, 523; O9:527; L10:430; C11:487, 506; S11:127; T11:370, 579; L12:387, 395.

²⁹ *Daily Reflector*, January 4, 1898; December 31, 1897; Sanborn Map Company, Greenville, NC, 1898:1.

Capitalizing on rental needs within the town in 1900, the Cobb household also included a boarder, a German baker. By 1905, they expanded their rental options by building a one-story frame rental house next door at 208 Pitt Street.³⁰ As Charles Cobb's principal occupation focused on managing and brokering assets, his home also became his office.

The Cobb's son, Kinchen Wiley Cobb, was graduated from Greenville Academy, attended Massey Business College in Richmond, Virginia, and then returned home to work in real estate. Under the tutelage of his father, he invested during January 1909 in two properties on Washington Street, in Greenville's downtown area.³¹ By 1910 the town's fast-growing real estate market listed ten agents as opposed to two eight years earlier. The Atlantic Coast Realty Company, a land auction group that formed in 1910, soon hired Wiley as one of its traveling salesmen. Activities associated with the company's land sales included the laying off of lots, advance publicity, and a celebratory opening day for sales that usually included a band, parade, and a free dinner on the grounds. Successful sales quickly led to an expansion of the company's territory from New York to Florida. While working in Henderson, North Carolina, Kinchen met Dorothy Drummond Long, a native of Russellville, Arkansas, and the daughter of David and Dora Blackburn Long. The couple married on September 8, 1915, and the Cobb family home at 218 Pitt Street in Greenville also became the home of the newlyweds. On August 26, 1916, their only child, a son, was born and named Charles David in honor of his grandfathers. Now a publicity representative for the Atlantic Coast Realty Company, Kinchen continued to travel with the company until the death of his mother on October 26, 1923.³² He returned to look after his family and his father. By 1926, the Cobb family had moved next door to the former rental house at 212 Pitt Street and began renting 218 Pitt Street to the manager of the Horne-Staton Drug Store, W. Hill Horne, and his family. Both fathers-in-law were living with Kinchen and Dorothy at the time of their deaths - Charles Cobb in 1929 and then David Long on January 1, 1931.³³

Soon after leaving the Atlantic Coast Realty Company, Kinchen began his long association with the Greenville tobacco market and, at the same time, continued developing his family's real estate assets. These family investments included property in Winterville, the Nobles Farm, and in Greenville, property on the north side of Bonner's Lane and Skinner's Ravine on West Third Street. The

³⁰ U. S. Population Census, 1900, North Carolina, Pitt County, Greenville; Sanborn Map Company, Greenville, NC, 1900:2; 1905:2.

³¹ Pitt County Deed Book S8:500, E9:49.

³² "Business Men Are Helping Put Greenville in the Lead: The Atlantic Coast Realty Company..." *Daily Reflector*, November 19, 1915; Copeland, *Chronicles of Pitt County, NC*, 232; U. S. Population Census, 1910, North Carolina, Pitt County, Greenville; Pitt County Vital Statistics: Births, Book 4:1042; Greenville City Directory 1916-1917, 113.

³³ Greenville City Directory, 1926, 255; U. S. Census, Population Schedule, 1930; *Daily Reflector*, February 18, 1929; Will of Dorothy Long Cobb, Pitt County Estate Records, 76E 122.

Skinner's Ravine development included the construction of modest frame rental housing for African American workers. Many were simple gable-front shotgun dwellings that were lined in a row facing Third Street. Later during the 1930s, Cobb had several duplexes constructed along the newly developed New Street.³⁴ Two early twentieth-century enterprises Greenville's municipal water and light facility and the Cabinet Veneer Company were located just north of this area along the ravine and near the Tar River. By 1929, the Carolina Electric and Gas Company had replaced the veneer plant, which closed in the early 1920s. The construction just north of Third Street and near the railroad tracks of both New Street and the city's new street department followed soon thereafter.³⁵ Beginning in 1937, following a family pattern, Kinchen Cobb began intermittently deeding property to his son Charles David, who at that time was a college student at Duke University.³⁶

Kinchen Cobb's affiliation in 1924 with the Greenville Tobacco Board of Trade began thirty years after its initial incorporation in 1893 "for the purpose of encouraging, promoting, and regulating the sale of leaf tobacco and trade" by seven prominent local businessmen, including O. L. Joyner. Over time tobacco sales at the Greenville market had soared to 28,660,301 pounds sold in 1924. By hiring an experienced manager and salesman like Cobb, the board of trade sought to demonstrate and promote the international competitiveness of the Greenville tobacco market through a broad-based marketing campaign. This campaign included "newspapers, billboards, personal letters and by a personal visit to the thirty-two counties that sell their tobacco on the Greenville tobacco market."³⁷ Individuals making personal sales visits often were referred to as "drummers."³⁸ The success of this strategy was extolled within the July 26, 1932 tobacco edition of the *Daily Reflector* in a front page article written by Cobb entitled "City Recognized As Among Important Tobacco Centers of Nation; Pitt County Produces More Bright Tobacco Than Any County of World." He announced that nine tobacco companies were slated to purchase leaf for domestic and foreign trade at auctions in the town's seven warehouses. Tobacco sales in Greenville had exceeded seventy million pounds in 1930, and over the previous eight years, the number of buyers had risen from two sets to five sets in addition to independent buyers. (Exhibit #4) Pitt County had become the largest tobacco-producing county in the world and Greenville one of the world's largest bright leaf markets.³⁹

³⁴ Pitt County Deed Book W15:510; X17:480; A19:499; B20:340; M22:213; Cotter, Architectural Heritage of Greenville, NC, 58; deMiranda, "Skinnerville-Greenville Heights Historic District," 8:12-13.

³⁵ Sanborn Map Company, Greenville, NC, 1905:1; 1916:11, 12; 1923:15; 1929:20; 1929 (1946 rev.):20.

³⁶ James E. Lambeth, Jr., ed., *The Silver Anniversary Chanticleer 1912-1937*, 388.

³⁷ Pitt County Record of Corporation Book 1:27-30; Cobb, "City Recognized As Among Important Tobacco Centers of Nation," *Daily Reflector*, July 26, 1932.

³⁸ Copeland, *Chronicles of Pitt County*, NC, 232.

³⁹ Cobb, "City Recognized As Among Important Tobacco Centers of Nation," *Daily Reflector*, July 26, 1932.

In 1927, the Greenville Tobacco Board of Trade initiated new incorporation procedures for the organization with an open time period following the expiration of the previous thirty-year agreement. Ralph M. Garrett served as its temporary president, J. S. Ficken as temporary secretary, and C. W. Schuff as a supporting member. In 1932, the officials were R. M. Garrett, president; W. Z. Morton, vice-president; K. W. Cobb, treasurer; and H. A. Bost, secretary.⁴⁰ In addition, Cobb served as the supervisor and publicity director of the Greenville market, in which an estimated 25,000 farmers from thirty-two counties sold their tobacco. A portion of this leaf was processed in the town's nine factories.⁴¹ Kinchen Cobb continued working for the Tobacco Board of trade through the late 1930s, at which time he was its treasurer and supervisor. By 1940 however, he became associated with Morton's Warehouse, and his son Charles David was hired for a brief period as an assistant supervisor for the Greenville Tobacco Board of Trade before moving to teach at Durham High School.⁴²

Taking part in the civic affairs of the community came naturally to Kinchen and Dorothy Cobb. Like his father, Kinchen served on the Board of Stewards for Jarvis Memorial Methodist Church for more than fifty years. In 1923, as the establishment of the Greenville Country Club was becoming a reality, a five-person membership committee that included Cobb worked diligently to secure the sixty-five additional members needed to fulfill its charter. He was one of the club's thirty-five original charter members. Also a long-standing member of the Greenville Rotary Club, Cobb served as its president in 1933-1934. In support of the town, Cobb chose to serve as a member of the Greenville Utilities Commission and as a director of the Home Savings and Loan Association. Dorothy was an active member of Jarvis Memorial Methodist Church, the Greenville Woman's Club and the Greenville Garden Club.⁴³

The desire of Kinchen and Dorothy Cobb to build a home of their own began to materialize on May 1, 1929, when Dorothy purchased from the Blount family the southwest corner lot at the intersection of Pitt and Third Streets. Situated across Third Street from their first home and in the neighborhood they loved, this vacant lot measuring one-hundred thirty-two feet by fifty feet was the first of several purchases that would over the next three years become associated with their new home at 300 Pitt Street, which was completed in 1934.

⁴⁰ Pitt County Record of Incorporation, Book 3:317-319; Cobb, "City Recognized As Among Important Tobacco Centers of Nation," *Daily Reflector*, July 26, 1932.

⁴¹ Cobb, "City Recognized As Among Important Tobacco Centers of Nation," *Daily Reflector*, July 26, 1932.

⁴² Greenville City Directory, 1938-1938:134, 169; 1940-1941:134; "Rites Tuesday For Kinchen Wiley Cobb," *Daily Reflector*, March 25, 1963; Copeland, *Chronicles of Pitt County, NC*, 232-233.

⁴³ "Rites Tuesday For Kinchen Wiley Cobb," *Daily Reflector*, March 25, 1963; "Greenville Will Have A Country Club Very Soon," *Daily Reflector*, March 13, 1923; McGinnis, *A Brief History of the Greenville Rotary Club*, 10; Copeland, *Chronicles of Pitt County, NC*, 232-233.

Family tradition maintains that Dorothy Cobb developed the house plans for this up-to-date and modern Colonial Revival-style one-and-a-half-story brick dwelling with a partially finished full basement. Family friend and neighbor Oscar J. Gulley, Sr. served as its construction superintendent, and Tom May, a black master plasterer, completed the interior plasterwork finish. The scale and size of this large house was minimized by its siting on a landscape that sloped dramatically toward Skinner's Ravine. Many finishes and conveniences associated with gracious living of the period were included: hardwood floors, generous room size, tiled bathrooms, and French doors that connected the formal rooms and the interior central hall. A furnace in the basement provided heat through concealed radiators recessed within the walls of the formal rooms and freestanding room radiators elsewhere. Conveniences included a dumb waiter, a laundry chute, telephone stand, and dining room service bell. Kinchen Cobb also kept a large safe in a special hall closet. Typically, the breakfast room off the dining room led into the butler's pantry and the kitchen beyond. Built-in cupboards in both the kitchen and breakfast room contained flat-paneled doors below and glazed upper ones. The kitchen, also, featured a built-in hoosier cupboard and a coved recessed area for cooking. A long interior hall provided access to most rooms as well as an enclosed stair leading up and another leading to the basement. The upstairs featured bedrooms and a bath with an apartment living option. The basement contained a garage, furnace, laundry, storage room, and servant's bathroom.

Summer vacations for families in Greenville, including the Cobbs, meant spending time at the beach, usually Atlantic Beach near Morehead City. During the 1920s and 1930s, many families built ocean front summer homes near friends. In 1934, the Cobbs were building their new home in Greenville as well as a beach cottage at Atlantic Beach. The Greenville enclave of summer residents included the families of Berry Bostic, David Whichard, Dal Lassiter, Ralph Garrett, W. Z. Morton, Simon Moye, Floyd MacGowan, and John R. Hodges, many of whom were Cobb's associates in the tobacco market. Every summer Dorothy Cobb lived at Atlantic Beach for most of the time between Memorial Day and Labor Day.⁴⁴

By the mid-1950s, Dorothy had developed to the rear of the house a small pastoral garden. It contains winding paths, benches, and a reflecting pool, all elements similar in design to those of Charles F. Gillette (1886-1969), a noted Virginia landscape architect (Exhibit #5). Gillette's logbook records clients throughout North Carolina, many of whom had strong tobacco connections. He had a small client base in Greenville between 1943 and 1958 that included M. K. Blount, Mrs. F. L. Blount, Dr. and Mrs. M. B. Massey, J. B. Kittrell, M. O. Minges, E. H. Taft, and N. O. Van Nortwick, Jr. as well as East Carolina College and Sheppard Memorial Library. The K. W. Cobbs, however, are not listed in Gillette's client log.⁴⁵ Little else is known about Gillette's work in Greenville, and any actual landscape projects remain undocumented.

⁴⁴ Copeland, *Chronicles of Pitt County, NC*, 232; Hunsucker, *Chronicles of Pitt County, NC*, 2:280.

⁴⁵ Longest, *Genius in the Garden: Charles F. Gillette & Landscape Architecture in Virginia*, 175, 181, 188, 191, 199, 200-201.

Tax Map 12

Block C

1966

NO. 5

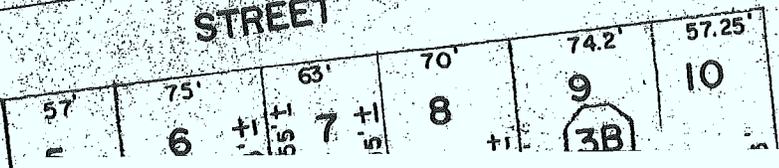
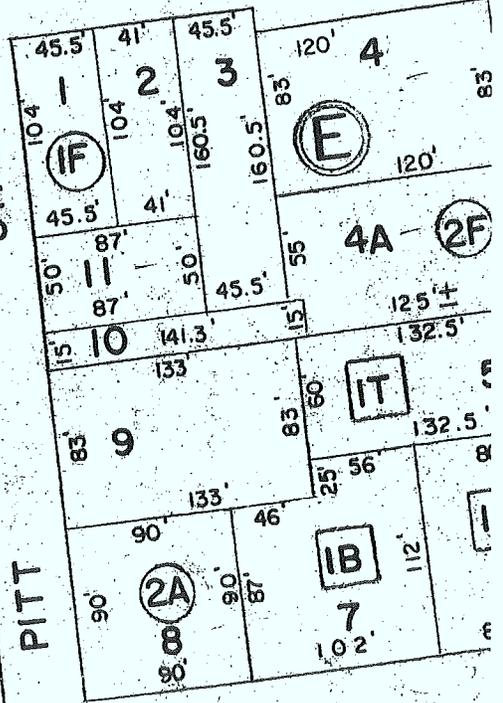
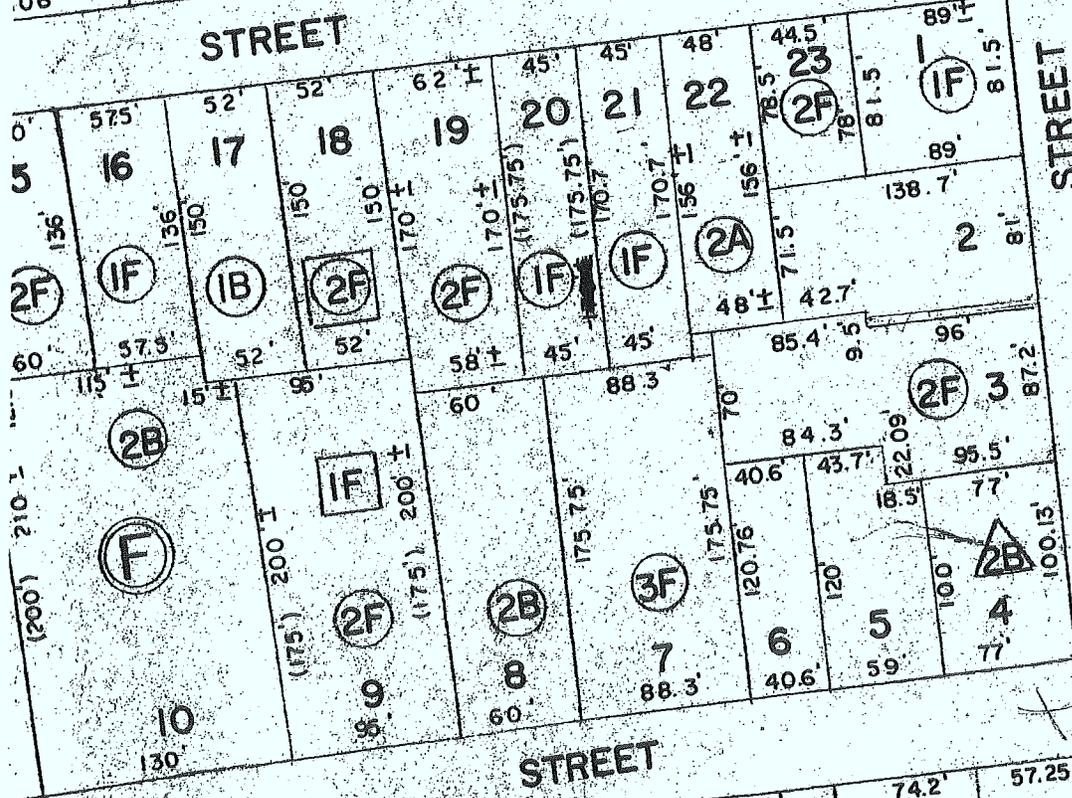
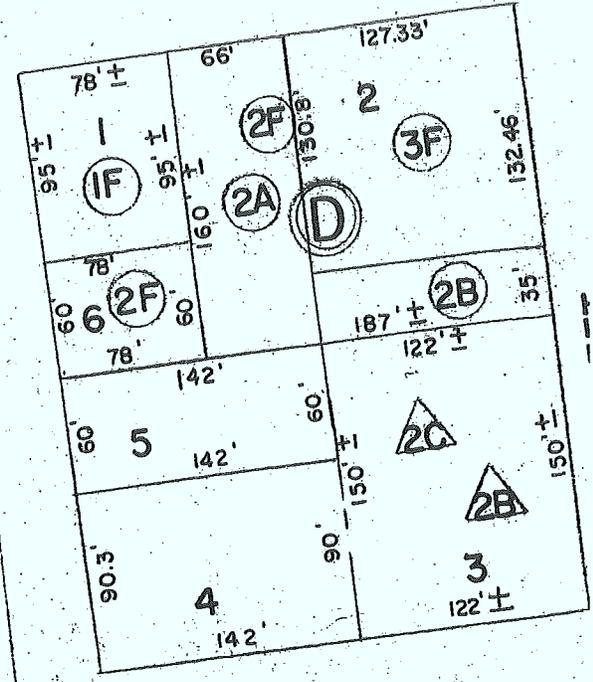
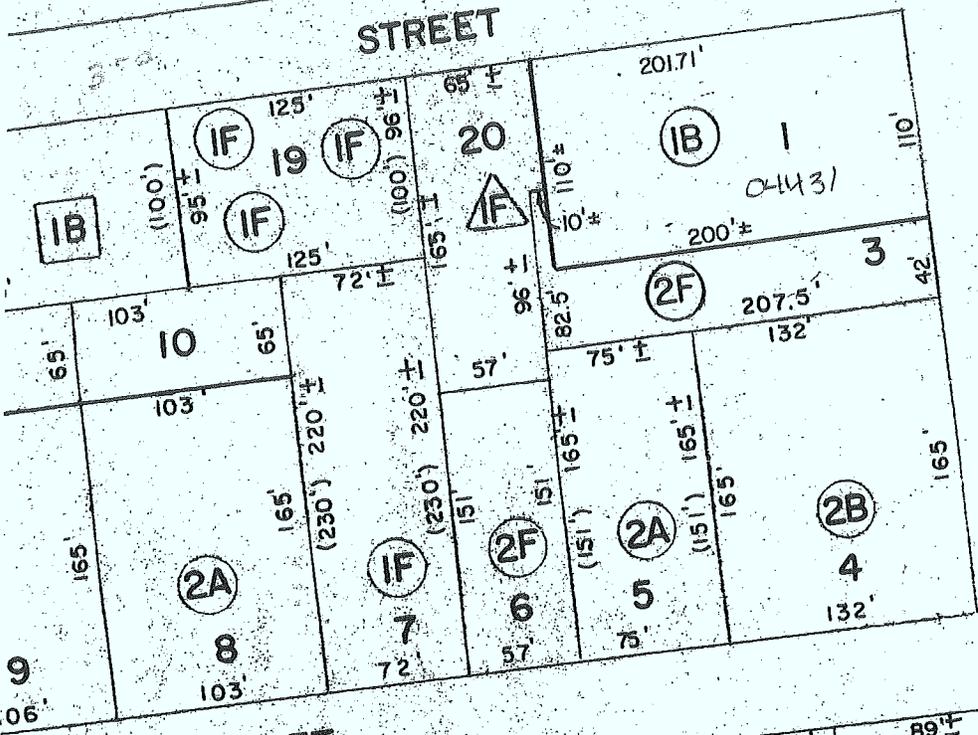


Exhibit #2 Pitt County (Greenville), Tax Map 12, 1966; Block C, #1 (parcel # 004431).



Exhibit #3 Photograph illustrating detail of original garage door with Kinchen Wiley Cobb (center), flanked by Charles David Cobb and grandson, ca. 1955. *(courtesy of Eye Integrated Communications, Inc.)*

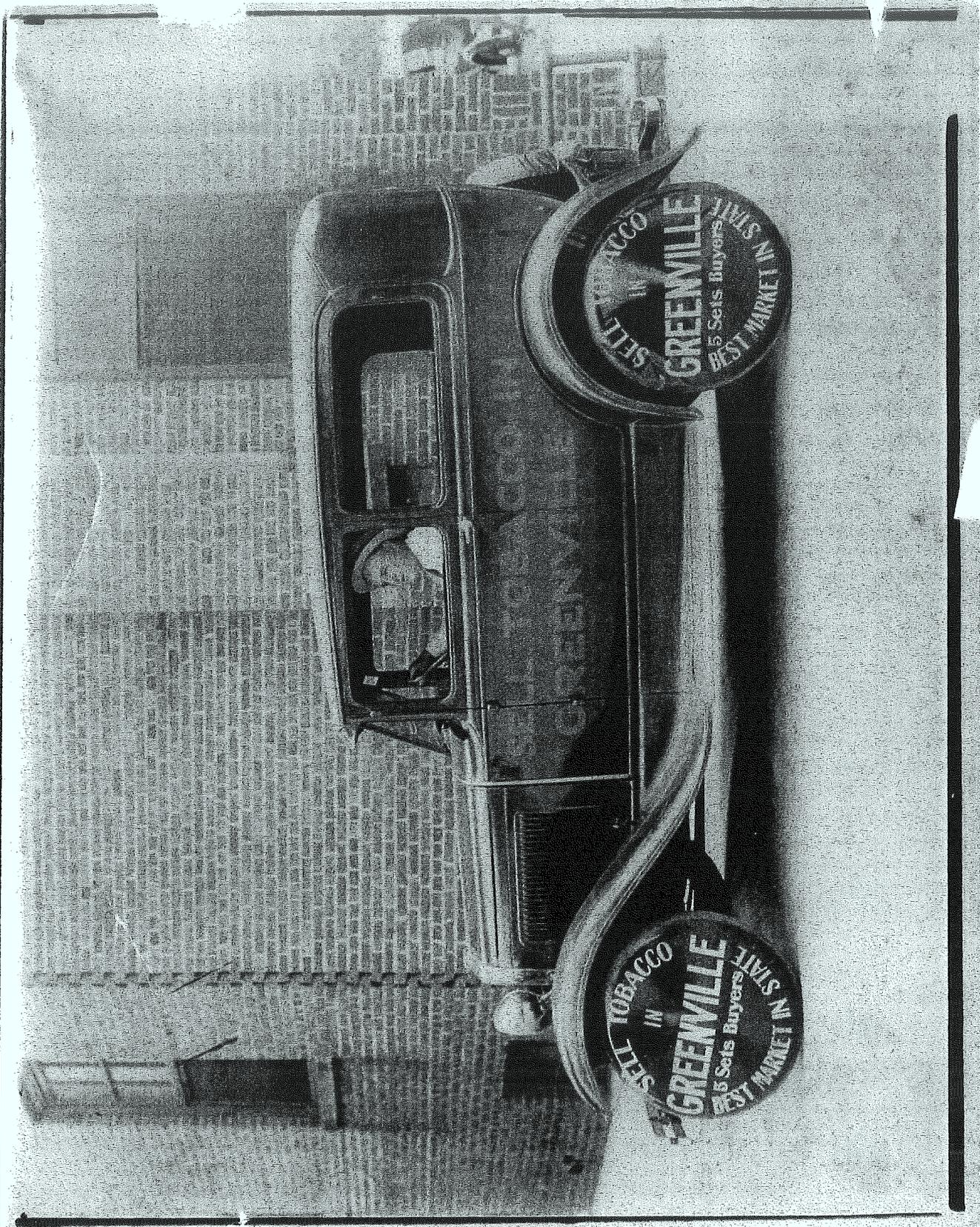


Exhibit #4 Photograph of Kinchen Wiley Cobb in car promoting the Greenville tobacco market for the Greenville Tobacco Board of Trade ca. 1932. (Courtesy Digital Collections, Special Collections Division, J. Y. Joyner Library, East Carolina University)

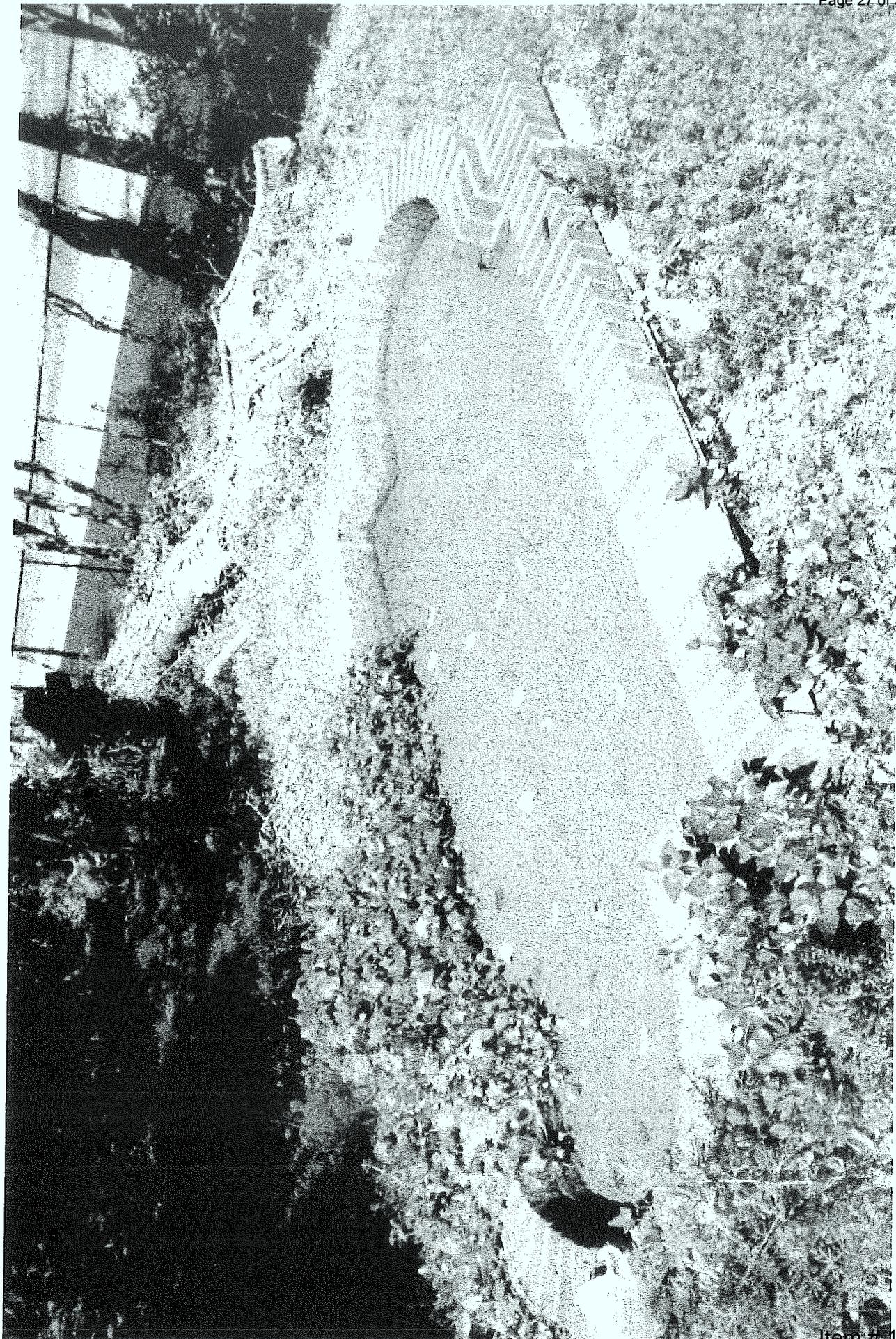


Exhibit #5 Garden reflecting pool with a frog fountain spout at each end, ca. 2009. (courtesy of Eye Integrated Communications, Inc.)

North Carolina State Historic Preservation Office

HISTORIC PROPERTY FIELD DATA FORM

Circle your responses or write custom responses.

County: Pitt Survey Site Number: PT 1592 ER: _____ GIS: _____

Property Name: Kinchen Wiley Cobb

Street Address / location description: 300 South Pitt Street

Town: Greenville vicinity Ownership: fed state local private non-profit unknown

District / Neighborhood Association: _____ contrib non-contrib

Surveyor: Druella H. York Date: 2/1/2013

For Survey Update: No substantial change | change by alteration | change by deterioration | outbuilding loss | rehabilitated | removed or destroyed | not found | no access | file missing | newly identified | needs research

Study List / DOE recommendation: eligible | not eligible Criteria: A B C D

Material Integrity: High | Medium | Low | N/A Gone

Condition: Good | Fair | Deteriorated | Ruinous | N/A Gone Location: Original Moved (year if known _____) Uncertain

Const. Date: ca. 1934 Major Style Group: Georgian | Geo/Fed | Federal | Fed/GkRev | Greek Revival | Italianate | Gothic Revival | Queen Anne | Victorian - Other | 19th-20th c. traditional-vernacular | Neoclassical Revival | Colonial Revival | Southern Colonial | Beaux Arts | Spanish Mission | Tudor Revival | Rustic Revival | Craftsman/Bungalow | Period Cottage | Minimal Traditional | International | Moderne | Art Deco | Misc. Modernist Standard Commercial/Industrial | Ranch | Split Level | Other _____

Construction: Timber frame | Balloon frame | Load bearing masonry | Masonry veneer | Log | Steel frame | Concrete | Unknown | Other _____

Primary Original Ext. Material: Weatherboard (plain beaded molded novelty type unk.) | Batten | Wood shingles | Exposed logs | Brick | Stone | Stucco | Pebbledash | Other _____

Covering: None | Aluminum | Vinyl | Asbestos Shingle | Later brick veneer | Metal | Paper | Undetermined

Height (stories): 1 | 1 1/2 | 2 | 2 1/2 | 3 | more than 3 (enter) _____

Roof: Side gable | Front gable | Triple A | Cross gable | Hip | Gambrel | Pyramidal | Mansard | Parapet | Flat Other _____

Plan: Not Known | 1-room | Hall-parlor | 3 room | Side passage | Center passage | Saddlebag | Dogtrot | Irregular Shotgun | Other _____

Core Form (domestic): I-house | Single pile | Double pile | Foursquare | other _____

Design Source: Dorothy Long Cobb attributed | documented

Special Associations / Themes: _____

Outbuildings and landscape features (continue on back if necessary)

Foundation of former garage; planned garden with benches, paths, and brick lined pool - illustrates influence of Charles F. Gillette landscape architect based in Richmond Va.

Charles F. Gillette
Excerpts from Client Log of Charles F. Gillette
 (George C. Longest, *Genius in the Garden: Charles F. Gillette & Landscape Architecture in Virginia*. Richmond: Virginia State Library and Archives, 1992, 173- 205) compiled by Dru York

<u>Name</u>	<u>Date</u>	<u>#</u>	<u>Location</u>	<u>City Directory cross reference address/date</u>
Blount, Mrs. F. L.	Dec. 1946	0842	Greenville, NC	Bethel? (1947-'48); 609 E. 10 th St. (1951-'52)
Blount, M. K.	Sept. 1943	0755	Greenville, NC	W. Rock Springs (1944-'45); 1110 W. Rock Springs (1947-'48)
East Carolina College	Dec. 1953	1179	Greenville, NC	
Johnson, Alten	May 1954	2005	Greenville, NC	no listing
Kittrell, J. B.	Jan. 1952	1081	Greenville, NC	801 E. 5 th Street (1951-'52)
Mashburn, Col. Owen	Sept. 1948	0902	Greenville, NC	no listing (1947-'50)
Massey, Dr. & Mrs. M. B.	Dec. 1946	0843	Greenville, NC	1127 Dickinson Avenue (1947-'48)
Mingol[e]s, M. O.	Sept. 1953	1159	Greenville, NC	E. 10 th St. Ext'd (1954-'55); 2633 E. 10 th St. (1958-'59)
Sheppard Memorial Library	Jan. 1955	2044	Greenville, NC	
Taft, Mr. E. H.	July 1949	0950	Greenville, NC	1707 E. 5 th Street (1949)
Van Nortwick, N. O., Jr. [Father lived at 1031E. Rock Springs; North Side Lumber Company]	Mar. 1955	2051	Greenville, NC	1106 E. Rock Springs (1955)
Wagner, T. I. White Elementary School	Mar. 1958 Aug. 1956	2200 2125	Greenville, NC Greenville, NC	802 S. Evans Street (1958) [Wagner-Waldrop Motors]



North Carolina Department of Cultural Resources
State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Pat McCrory
Secretary Susan Kluttz

Office of Archives and History
Deputy Secretary Kevin Cherry

May 28, 2013

Seth Laughlin, Planner
Greenville Historic Preservation Commission
P.O. Box 7207
Greenville, NC 27835-7207

Re: Wiley-Cobb House, 300 South Pitt Street, Greenville, Pitt County

Dear Mr. Laughlin,

Thank you for sending us a landmark designation report for the **Wiley-Cobb House**. We have reviewed it and offer the following comments in accordance with North Carolina General Statute 160A-400.6.

The Wiley-Cobb House appears to be worthy of consideration as a local landmark for its notable Colonial Revival and Craftsman features. We have communicated to you via electronic mail several revisions or additions to the report which, once made, will provide sufficient information for the local governing board to determine whether or not the property has the requisite significance and integrity for landmark designation.

Landmark designation means the community recognizes the property as one worthy of preservation because of its special significance and integrity in the local community. Any substantial change in design, materials, and appearance is subject to the design review procedures of the historic preservation commission. The owner may receive an annual deferral of fifty percent of the property taxes for as long as the property is designated and retains special significance and integrity (N.C.G.S. §105-278 *et seq.*).

Please note that if the local governing board wishes to extend the commission's authority to significant interior features, the owner must give consent and the designation ordinance must specify the particular features subject to review and describe the nature of the commission's design review authority over them.

Thank you for giving us the opportunity to comment on the report. Our comments are advisory only. Once the necessary public hearing or hearings have been held, the governing board may proceed with the designation decision. Please find enclosed a designation confirmation form and notify me of the

local governing board's action at your earliest convenience. Also, if applicable, please let me know of any provisions in the designation ordinance that differ from those specified in the report.

Please do not hesitate to contact me if you have any questions regarding our comments.

Yours truly,

A handwritten signature in black ink, appearing to read "J.R. Crawford", with a long horizontal flourish extending to the right.

J.R. Crawford IV
Preservation Commissions Coordinator

REQUEST FOR DESIGNATION CONFIRMATION

To: Greenville Historic Preservation Commission
From: Rob Crawford, Preservation Commissions Coordinator
Date: May 28, 2013

When the local governing board has concluded its action on the designation ordinance for the **Wiley-Cobb House, 300 South Pitt Street, Greenville, Pitt County**, please inform me via either:

1. the form below, mailed to me at 4617 Mail Service Center, Raleigh, NC 27699-4617,
2. the form below, sent to me by fax at 919/807-6599, or
3. call me at 919/807-6580 with the information requested below.

Also, please let me know of any provisions in the ordinance that are different from those specified in the report (such as boundaries). Thank you for your cooperation.

To: Rob Crawford
From: Greenville Historic Preservation Commission
Date: _____

The designation ordinance for the **Wiley-Cobb House, 300 South Pitt Street, Greenville, Pitt County**, has been adopted by the local governing board.

Yes _____ **No** _____ **Date** _____

Ordinance provisions different from designation report:



300

Item # 14



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Approval of the Updated Analysis of Impediments to Fair Housing Choice

Explanation: **Abstract:** As a Participating Jurisdiction in the U.S. Department of Housing and Urban Development's HOME program, the City of Greenville is required to have a Fair Housing Plan. Moreover, the City is responsible for analyzing the local impediments to fair housing. Staff has recently completed the update on the Analysis of Impediments to Fair Housing Choice, with the help of TDA consulting.

Explanation: The City of Greenville is required to administer community development programs in compliance with Title VIII of the Civil Rights Act of 1968 (also known as the Fair Housing Act), and certify that it will affirmatively further fair housing.

As a recipient of funds from the U.S. Department of Housing and Urban Development, the City of Greenville is required to adopt a Fair Housing Plan. Moreover, the City is responsible for the analysis of the impediments to fair housing. There are several local impediments to fair housing. The analysis pinpoints those impediments and gives direction to City staff on how to mitigate these issues.

The intent of the analysis is to help the City of Greenville avoid policies, customs, practices, or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Fair Housing Act.

In conjunction with TDA consulting, staff has identified three (3) areas of focus to address impediments to fair housing choice. Identification of these needs are used to identify programs and policies that will address the noted concerns. These concerns should be mitigated over the course of several years. These concerns are as follows:

1) Further education for the disabled and Hispanic populations on fair housing issues

- 2) Further investment of HUD funds in the area north of the river
- 3) Increased partnerships with lending institutions

Adoption of the plan is a requirement for continued participation in the CDBG and HOME programs by the City of Greenville.

Fiscal Note: None.

Recommendation: Approve the updated Analysis of Impediments to Fair Housing Choice.

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

Attachments / click to download

 [Analysis of Impediments to Fair Housing](#)



Greenville
NORTH CAROLINA

Find yourself in good company

Analysis of Impediments to Fair Housing Choice

December 12, 2013

Section I: Introduction

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Section I: Introduction

Section I: Introduction

Fair Housing is the right of individuals to obtain the housing of their choice, free from discrimination based on race, color, religion, sex, disability, familial status, or national origin. This right is assured by the **Federal Fair Housing Acts of 1968 and 1988**, as amended, which makes it unlawful to discriminate in the sale, rental, financing, and insuring of housing.

Under the Fair Housing Act an aggrieved person may file a complaint directly with the Department of Housing and Urban Development (HUD), or a State or local agency enforcing laws that are “substantially equivalent” to the Fair Housing Act, provided that the complaint is not filed later than one year after an alleged discriminatory housing practice has occurred. Upon the filing of such a complaint, HUD has the responsibility to serve notice of the complaint and conduct an investigation into the alleged discriminatory housing practice.

In order to ensure the prevention and elimination of housing discrimination, HUD requires all governing authorities directly receiving Consolidated Plan Program funds to certify that the community, consortium or state will “affirmatively further Fair Housing” within their jurisdictions. This requirement is codified in the Consolidated Plan requirements under 24 CFR 91.225. Public agency obligations under the Act may be grouped into three categories:

Intent: The obligation to avoid policies, customs, practices, or processes whose *intent* or *purpose* is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Act.

Effect: The obligation to avoid policies, customs, practices, or processes whose *effect* or *impact* is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Act.

Affirmative Duties: The Act imposes a *fiduciary* responsibility upon public agencies to anticipate policies, customs, practices, or processes that previously, currently, or may potentially impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Act.

The first two obligations pertain to public agency operations and administration, including those of employees and agents, while the third obligation extends to private as well as public sector activity.

The Greenville Analysis of Impediments discusses the results of recent analyses of impediments and the steps the City intends to take to implement policies that will prevent and eliminate housing discrimination in the City of Greenville.

Background

The Analysis of Impediments (AI) research and preparation involved a variety of data collection and analysis techniques, including:

- Analyzing demographic data available through the U.S. Census Bureau and American Community Survey, as well as descriptive data pertaining to the housing market and trends in real estate over the past several years.
- Interviews with local government staff and community representatives, as well as a review of source documents, including the most recent AI, conducted in 2008.

Section I: Introduction

- An examination of Fair Housing policies and strategies from comparable urban communities to provide a basis for comparison between what Greenville's Fair Housing Plan proposes to do and other efforts.
- Examination of mortgage lending trends through the analysis of data available through the Home Mortgage Disclosure Act (HMDA). Enacted by Congress in 1975 and implemented by the Federal Reserve Board's Regulation C, HMDA requires lending institutions to report public loan data. Using the loan data submitted by these financial institutions, the Federal Financial Institutions Examination Council (FFIEC) creates aggregate and disclosure reports for each metropolitan area (MA) that are available to the public at central data depositories located in each MA.
- A review of the information available on Predatory Lending.

City of Greenville Public Meetings and Focus Groups

The City held two public meetings on the dates and at the locations noted below:

- August 28, 2013 from 5:30 - 7:30 pm at the Carver Library, 618 West 14th Avenue, Greenville, NC, 27834
- September 4, 2013 from 5:30 – 7:30 pm at the Sheppard Memorial Library at 530 South Evans Street, Greenville, NC 27834.

No comments were made by attendees at these meetings; however, the City collected responses to its fair housing survey from those present. The results of the survey are reported in Section V of this report. The City also held a focus group meeting on August 7, 2013 with realtors, housing advocates, and government officials and conducted follow up with the focus group. The issues below were discussed by the focus group:

- Fair housing issues are often raised as a result of other legal complaints. More education on rights and with whom complaints should be filed is needed.
- Disabled and Hispanic populations may need greater outreach to ensure they know where to properly report fair housing concerns because issues seem to be frequent in these communities based on the experiences of those present at the focus group meeting.
- Over the past five (5) years, the City has put a majority of HUD funds in West Greenville, but a shift is needed. The City is now investing in areas north of the river where there is a lack of affordable housing and four schools are underachieving.
- More partnering with financial institutions is needed to do sessions on financial literacy and affordability. Relationship with lenders and community groups should be leveraged to deliver these session and to educate lenders on HMDA data and possible discrimination in lending practices.

Section I: Introduction

- Through the targeted public investment for affordable housing in one area, the city may be unintentionally segregating communities.

The City of Greenville, NC Human Relations Council

The Human Relations Office receives fair housing concerns and/or complaints from the general public, the Mayor and City Manager's offices, referrals from City Council members, from the Department of Social Services, Pitt County Schools, etc. Many housing situations handled by the Code Enforcement Division are referred to the Human Relations Office for assistance as well.

Under the Fair Housing Law, fair housing complaints are cross filed with the North Carolina Human Relations Commission and HUD. The Greenville Human Relations Office provides assistance to the State and Federal Agencies as requested. Based on the experience of the Human Relations Council and research conducted for this analysis, the impediments are identified are as follows:

1. Lack of affordable housing forces the lower income population to find alternative housing. Alternative housing may consist of "doubling up," a practice where households combine to cut the expenses of housing. Others are forced to live in housing that is in poor condition that leads to disparate treatment of protected class families and individuals.
2. Lack of education about discrimination and fair housing laws prevents residents from reporting incidences of housing discrimination. An essential part of fair housing opportunities and enforcement is the education of the public regarding the rights and responsibilities afforded by fair housing laws. This includes the education of housing and financial providers, as well as citizens.
3. Awareness of fair housing issues is important. Everyone needs to know what may constitute a violation, and what they can do in the event they believe they may have been discriminated against. In addition, it is important for lenders, housing providers, and their agents to know their responsibilities and when they may be violating fair housing laws.
4. Substandard housing and low property maintenance contributes to the lack of safe, decent, and sanitary affordable housing. A pro-active property maintenance code enforcement program could help with the preservation of the rental housing stock.
5. Limited housing opportunities exist for the homeless, those who are at risk of homelessness, and special needs populations, and not enough funding for permanent housing is available. Too many citizens are on the brink of becoming homeless because they spend too much of their income on housing (many times not decent or safe housing).
6. Lack of Access to Homeownership limits opportunities. (Based on HMDA and apparent Predatory Lending Practices)

Education is one of the most pressing needs to ensure fair housing choices. It is imperative that individuals and families seeking housing know their rights and responsibilities and that those involved in the housing industry know their rights and responsibilities as well.

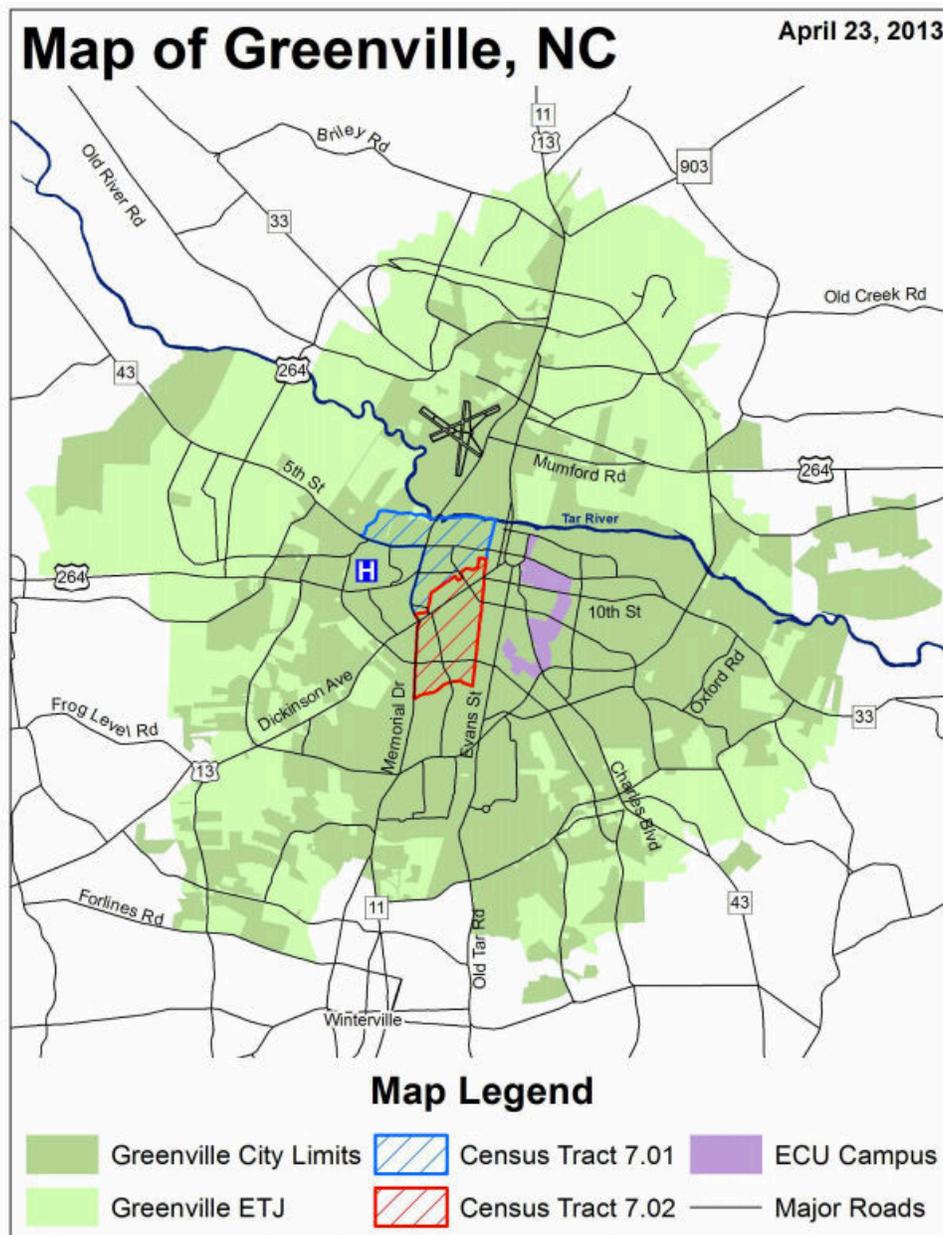
Section I: Introduction

Shelter is one of the most basic needs for all human beings. Through HUD and the Fair Housing Act, the Federal government has made a commitment to ensure that all individuals and families are treated fairly in choosing housing to meet their need for shelter.

Section II: Demographic and Economic Overview

Section II: Demographic and Economic Overview

This section profiles the City of Greenville's demographic and housing trends by examining and mapping US Census 2010, American Community Survey 2007 – 2011 Five Year Estimates (ACS), ESRI and other relevant data. After analyzing demographic characteristics and trends, the section provides an analysis of the area's housing market and a household's ability to purchase a home. The section concludes with a synopsis of housing problems experienced by residents, such as cost burden, physical defects and overcrowding.



Section II: Demographic and Economic Overview

The following chart provides an overview of the City of Greenville's demographic profile in 2000 and 2010. According to the 2010 Census the population within the City grew by 39.8 percent between 2000 and 2010 – going from 60,476 to 84,554.

Demographics	2000 Census	2010 Census or 2007 - 2011 ACS Estimates	% Change
Population	60,476	84,554*	39.8%
Households	28,145	36,071**	28.2%
Median Income	\$28,648	\$34,134**	19.1%

Source: 2000 Census; *2010 US Census; **2007 – 2011
American Community Survey Five Year Estimates

Between 2000 and 2011, the number of households increased by 28.2 percent, from 28,145 households in 2000 to 36,071 by 2011. Additionally the median income of households in Greenville has improved nearly 20 percent to \$34,134 in 2011, up from \$28,648 in 2000.

Sex of Population

Sex	Estimate	Percentage of Population
Male	37,743	45.7%
Female	44,833	54.3%
Total	82,576	100%

Source: American Community Survey 2007-2011 Five Year Estimates

American Community Survey estimates suggest females outnumber males within Greenville by over 7,000 persons, or 8.3 percent of the population. Compared to the national population of 49.2 percent males and 50.8 percent females, Greenville's population is significantly weighted towards females. This is due in part to the 62 percent to 38 percent female/male ratio at Eastern Carolina University, which has a total student enrollment of 27,385¹.

Age of Population

The population of Greenville is quite young, with a median age of 26.0 years old according to American Community Survey estimates (2011). As one would imagine the largest age cohort in Greenville is those persons 20 to 24 years of age followed closely by those between the ages of 24 to 34 (20.0% and 16.2% respectively). This reflects little change from 2000 when the largest age cohort was ages 20 to 29 years, comprising 30.2 percent of the total population. Again, this is largely due to large percentage of the population attributable to Eastern Carolina University. A table outlining the percentage of population by age in Greenville follows.

¹ East Carolina University Admissions Department

Section II: Demographic and Economic Overview

Age Range	Estimate	Percentage of Population
Under 5 years	4,777	5.8%
5 to 9 years	4,379	5.3%
10 to 14 years	4,100	5.0%
15 to 19 years	9,739	11.8%
20 to 24 years	16,532	20.0%
25 to 34 years	13,374	16.2%
35 to 44 years	8,929	10.8%
45 to 54 years	7,626	9.2%
55 to 59 years	3,667	4.4%
60 to 64 years	2,780	3.4%
65 to 74 years	3,581	4.3%
75 to 84 years	2,178	2.6%
85 years and over	914	1.1%
Median Age	26.0	N/A

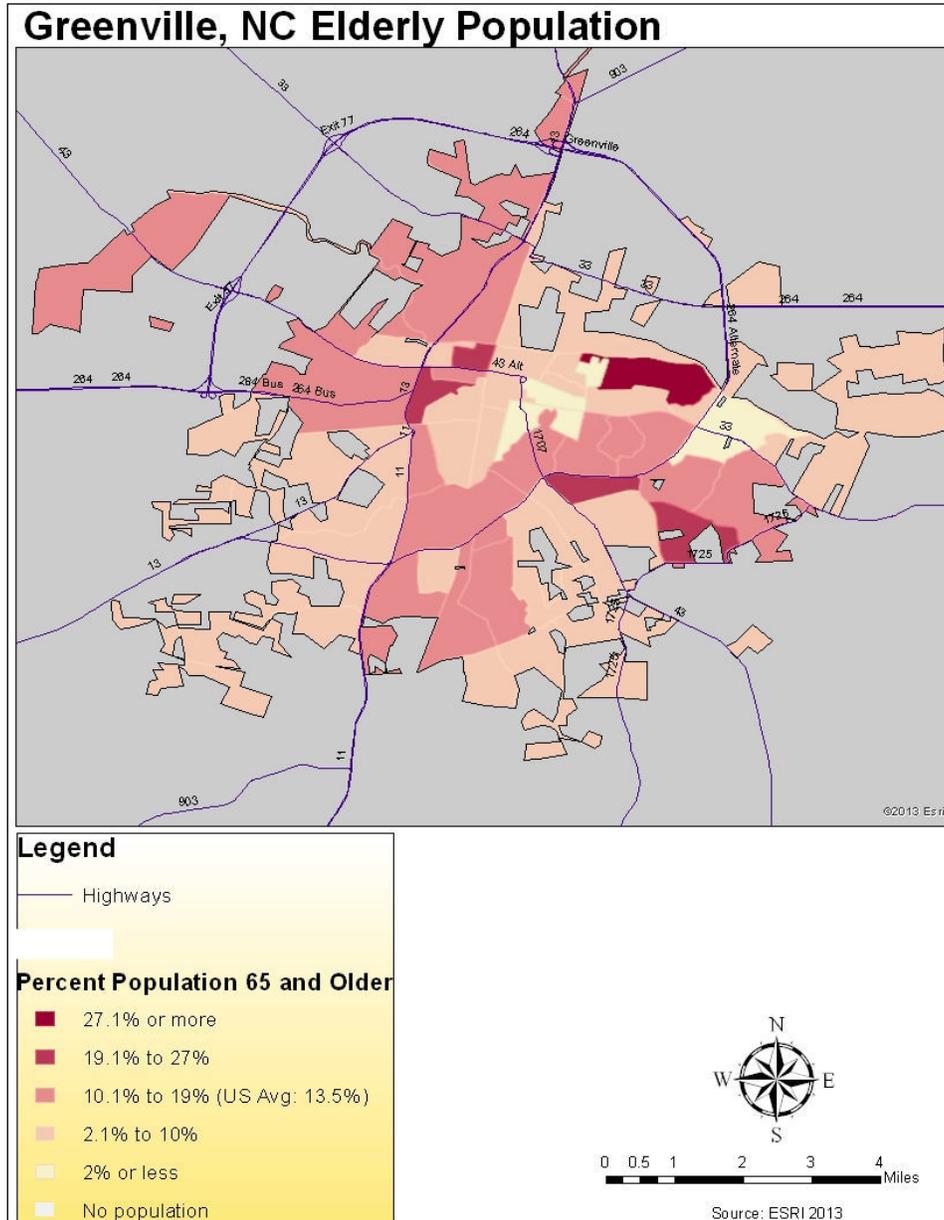
Source: American Community Survey 2007-2011 Five Year Estimates

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Section II: Demographic and Economic Overview

Elderly Population

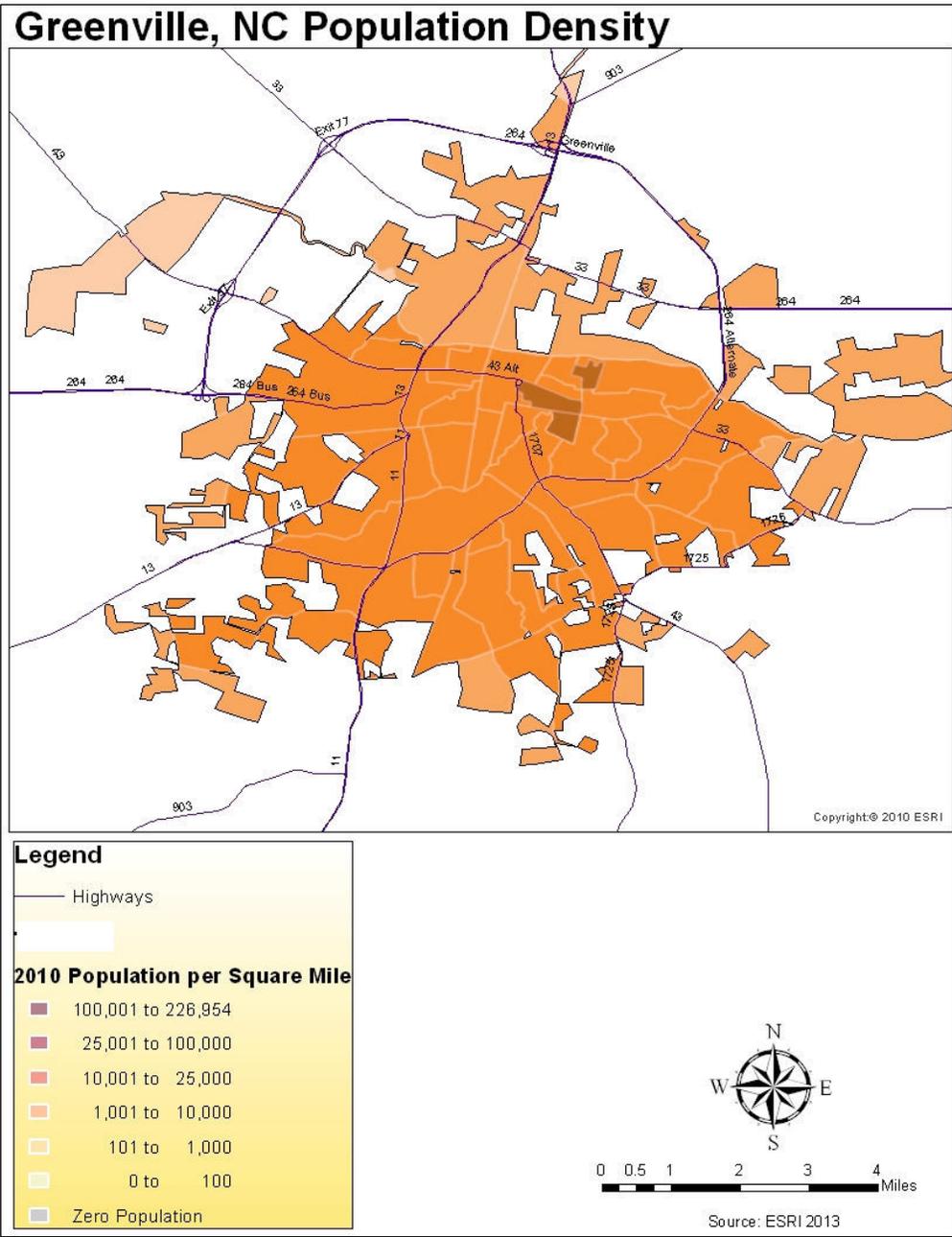
From 1990 to 2000, the percent of persons 65 and older in the City of Greenville increased from 8.2 to 9.1 percent, declined very slightly to 8.8 percent in 2005, and was 8 percent in 2011. The map below displays the distribution of those persons 65 years of age and older throughout Greenville. Darker shaded areas have higher concentrations of elderly residents.



Section II: Demographic and Economic Overview

Population Density

The map below displays population density throughout the City of Greenville. Denser areas are shaded darker orange and less dense areas are lighter.

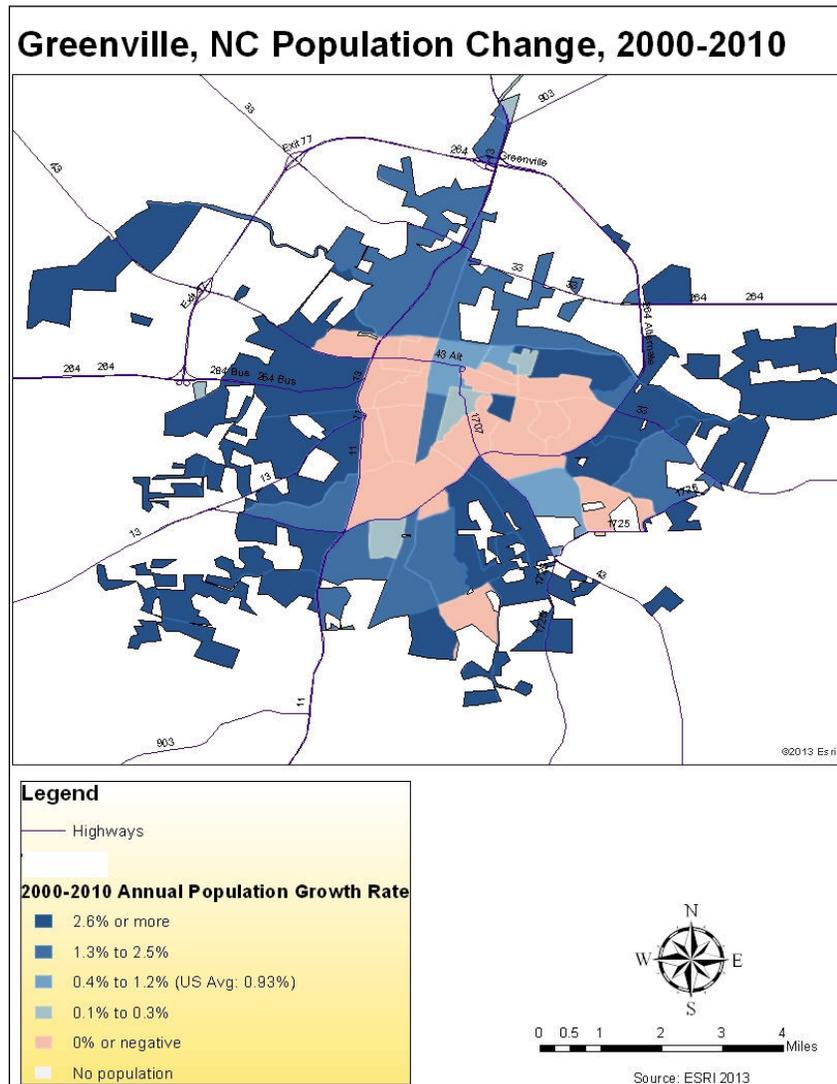


Section II: Demographic and Economic Overview

Population Change

The population within the City grew by 34.3 percent between 1990 and 2000 to reach 60,385 (from 44,972 in 1990). At the same time, the number of households increased by 49.2 percent from 1990 to 2000. Over the last ten years that tremendous growth has shown no signs of slowing down. As stated previously, according to the 2010 Census the population within the City grew by another 39.8 percent between 2000 and 2010 – going from 60,476 to 84,554.

The map below indicates the annual compound rate of total population change in the City of Greenville from 2000 to 2010. Blue shaded areas are those that experienced growth over the ten-year period, whereas the tan colored areas remained stagnant or shrank. The areas peripheral to the center of the City experienced the largest portion of the population growth. The urban core of the City experienced significantly less growth, with some areas even losing people.



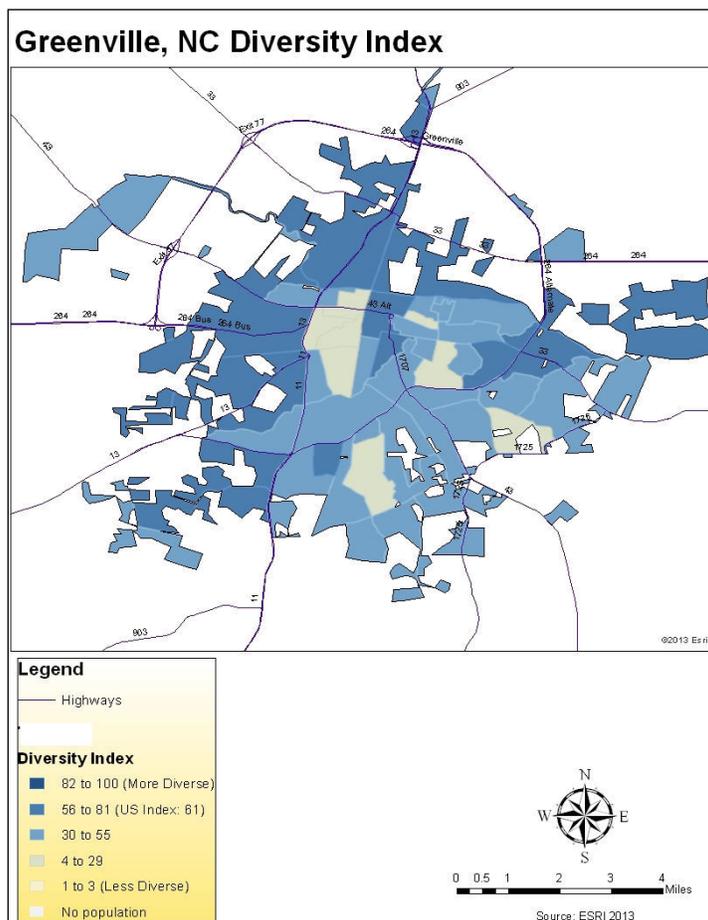
Section II: Demographic and Economic Overview

Population Race & Ethnicity

Between 2000 and 2010 the City of Greenville has become more ethnically diverse. In 2000, The City of Greenville's population was 61.4 percent White, 34.2 percent Black, 0.5 percent American Indian/Alaska Native, 1.5 percent Asian, 0.1 percent Pacific Islander, 0.9 percent some other race, and 1.4 percent two or more races. The Hispanic population comprised 2.0 percent of the City's total population.

According to the 2010 Census, the City's population was comprised of 56.3 percent White, 37.0 percent Black, 0.4 percent American Indian/Alaska Native, 2.4 percent Asian, 1.8 percent Other and 2.2 percent two or more races. The Hispanic population had grown to 3.8 percent.

The map below is a visual summary of diversity throughout Greenville. The index displays the probability that two people chosen at random from a given area will be of different races or ethnic backgrounds. The index ranges from 0 (no diversity) to 100 (complete diversity). The national Diversity Index average is a score of 61. Darker areas on the map rank higher on the diversity index.

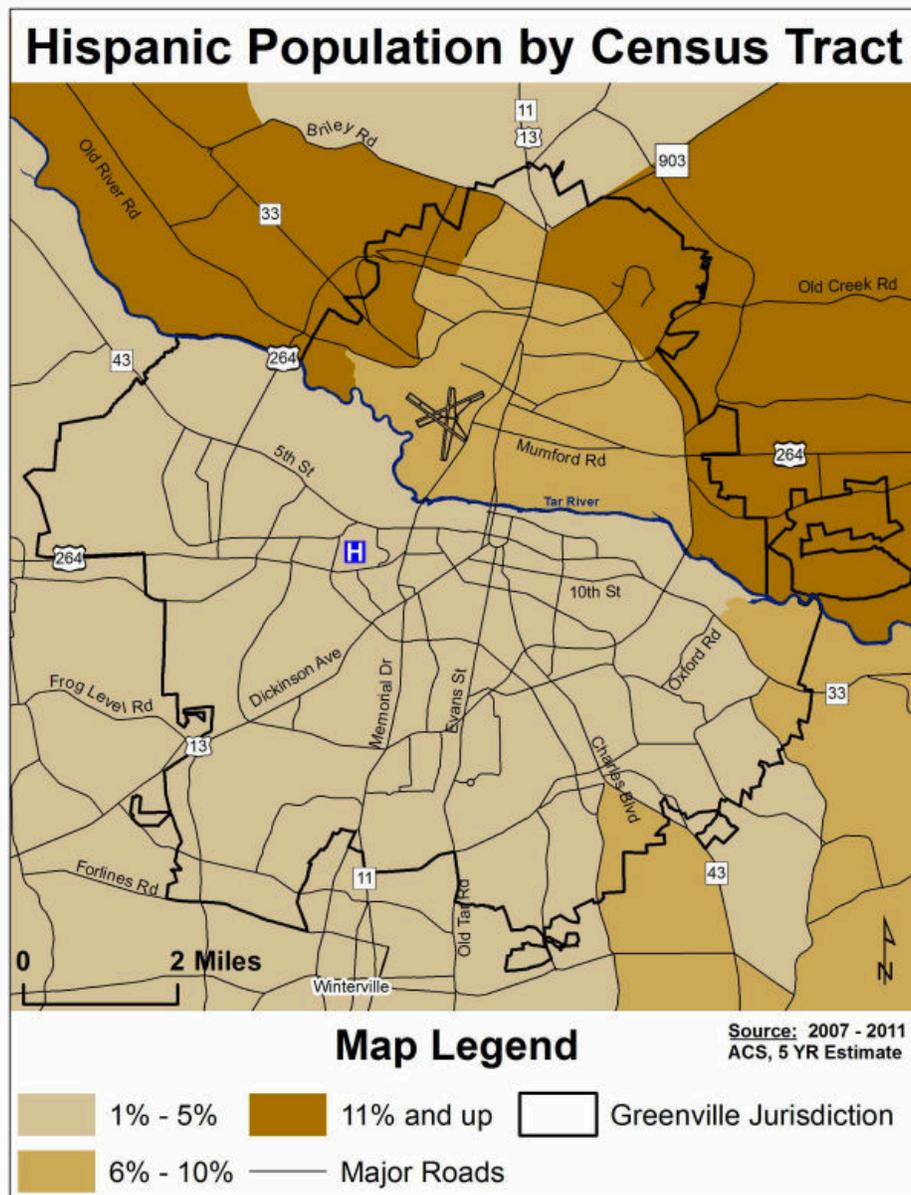


Section II: Demographic and Economic Overview

Hispanic Population

According to the American Community Survey 2007 – 2011 Five Year Estimates, Greenville’s Hispanic population was distributed to the north and east of downtown; more specifically north of the Tar River.

As indicated in the map below, there is a denser concentration (11 percent and above) of Hispanics residing north of the river towards the northeast perimeter of the City. A concentration of 6 to 10 percent Hispanic population is found to the east of downtown while just 1 to 5 percent of the population in the urban core is of Hispanic heritage.



Section II: Demographic and Economic Overview

When reviewed in conjunction with the Diversity Index map above, there is also significantly more diversity in the North & Northwest communities, while the central to SE are the least diverse. Furthermore, there is a direct correlation with poverty rates and median incomes as well as ownership rates in these same areas.

The concentration of Hispanics in the northern areas is, therefore, likely related to income constraints faced by many Hispanic households in the community. With Hispanics on average having lower incomes, they could be settling in more suburban or rural areas to find lower cost housing. Again, when compared to additional maps above, the lowest median household incomes are also found in the central City and moving north – while the highest median incomes are found in the southeast. Furthermore, the lowest home ownership rates are in the central City and moving north while the highest ownership rates are in the southeast. And following these trends, household poverty rates are highest in the north central and northeast, around the airport.

These trends seem to confirm what demographers have been observing in Hispanic settlement patterns throughout the United States since the 1990's. For many decades, metro areas were home to the bulk of the country's Hispanics. While large metro areas and urban centers still have significant concentrations of Hispanics, there has been a definite trend towards non-metro and suburban areas in recent years. A 2002 Brookings report, *Latino Growth in Metropolitan America: Changing Patterns, New Locations*, found the following, "Fifty-four percent of all U.S. Latinos now reside in the suburbs; the Latino suburban population grew 71 percent in the 1990s. In 1990 the central City and suburban Hispanic populations in the 100 largest metros were nearly identical, but during the next decade suburban growth so outpaced central City growth that by 2000 the suburban Hispanic population exceeded the central City population by 18 percent. New Latino destinations saw the fastest growth of Latino suburbanites."

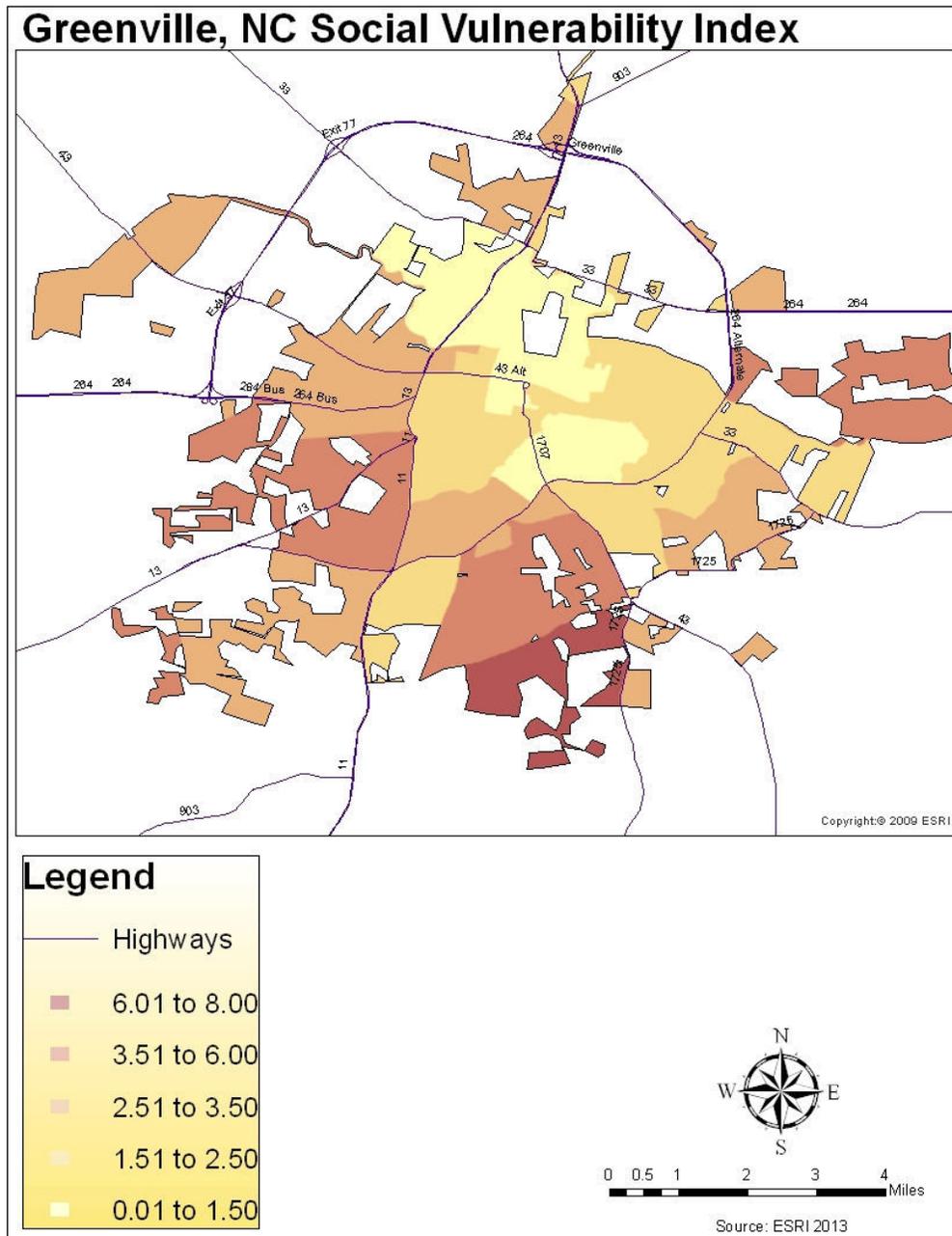
Similarly, in 2012 a Pew Research Center report titled, *The 10 Largest Hispanic Origin Groups: Characteristics, Rankings, Top Counties*, found the following, "In 2010, the median household income for Hispanics in the U.S. was \$40,000, less than the U.S. median of \$49,800." Additionally, "The poverty rate among Hispanics was 25 percent in 2010. That compares with a 15 percent rate for the entire U.S. A recent Pew Hispanic Center report showed that more Latino children are living in poverty than any other major racial or ethnic group (Lopez and Velasco, 2011). Fewer than half (47%) of Hispanic household heads own their homes, lower than the overall U.S. rate of 65 percent."

It should be noted that much of the Hispanic population north of the river lives outside of the city limits. However, the social, environmental, and economic impact still has a direct effect on the City of Greenville's populace. Therefore, the City recognizes that there is a need for economic and community development.

Section II: Demographic and Economic Overview

Social Vulnerability

An alternate way of viewing social needs in a community is through the lens of social vulnerability. Social vulnerability refers to the socioeconomic, demographic, and housing characteristics that contribute to a community's resiliency— that is its ability to adapt and bounce back from disasters and major disruptions. The map below summarizes the Social Vulnerability Index (SoVI) for Greenville. It answers the question “Where are the areas of relatively higher risk in the City of Greenville?” from the perspective of social vulnerability. Darker shaded areas represent higher vulnerability.



Section II: Demographic and Economic Overview

The index gives a different view of where potential social vulnerabilities exist than when singularly viewing measures of race, income, age, etc. While those indicators are factored in, a number of additional areas are also considered such as health status, housing, rural vs. urban, industrial development, social dependence, etc.

Household Demographic Profile

The table below shows the total number of households by type in the City of Greenville in 2010.

Households by Type		
	Units	Percent of Households
Total Households	36,071	100.0%
Family Households	16,685	46.3%
With own children under 18 years	8,129	22.5%
Female Head of Household (no husband present)	5,594	15.5%
Non-family households	19,386	53.7%
Householder living alone	13,193	36.6%
Average Household Size	2.2	N/A
Average Family Size	2.9	N/A

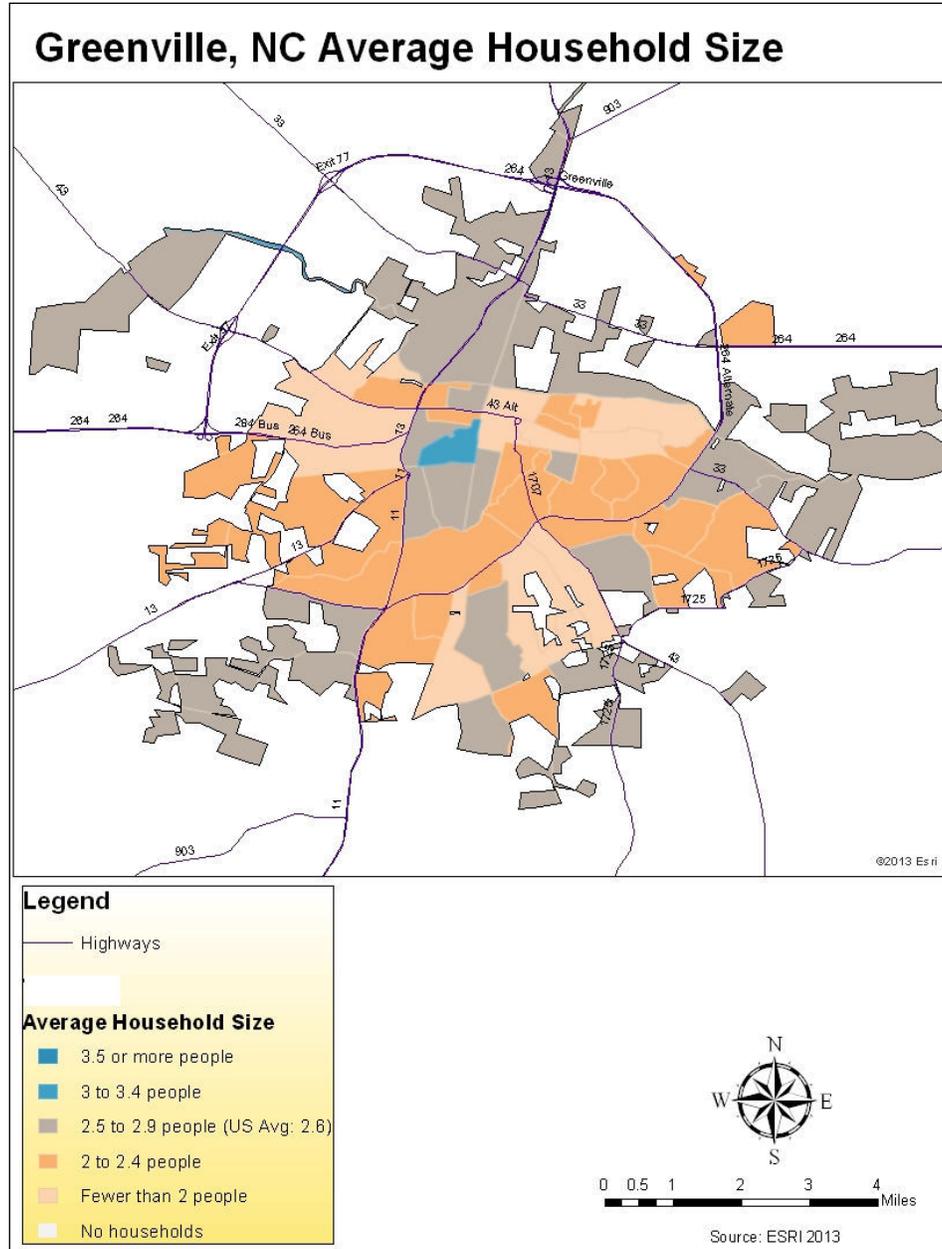
Source: 2010 US Census

In 2010 non-family households were the most prevalent type of household, comprising 53.7 percent of all households - while families made up only 46.3 percent of all households. Families with a female head of household and no husband present made up 15.5 percent of all households in the City. Twenty-two percent of all households included individuals under the age of 18. Furthermore, 14 percent of all households included individuals 65 years or older.

The number of households within the City increased from 25,187 in 2000 to 36,071 in 2010; however, the average household size has remained relatively unchanged at an average of 2.2 persons per household. Following state and national trends, single person households now make up 36.6 percent of all households in the City.

The map below visually displays average household sizes throughout Greenville. Generally speaking, households closer to the urban center and to Eastern Carolina University tend to have fewer people.

Section II: Demographic and Economic Overview



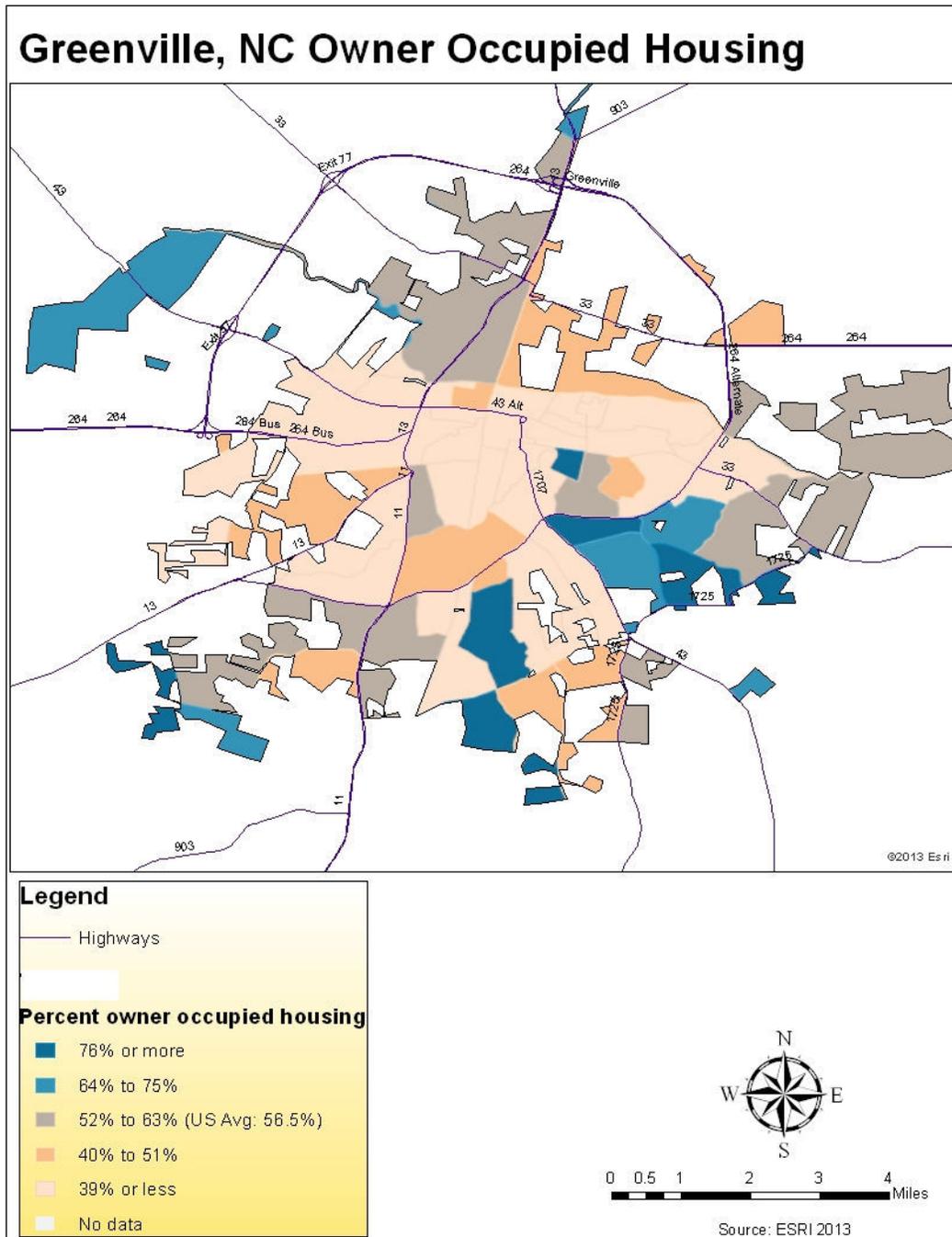
Overview of Housing Supply

In 2011, there were 39,152 housing units in City of Greenville, a net increase of 38 percent over that in 2000. While the housing stock continues to increase, homeownership has been declining. The rate dropped from 42.1 percent in 1990 to 39.2 percent in 2000, and down to 38.1 percent in 2011. In all years, the homeownership rates have been significantly below the national average of 65.1 percent in 2011.

The map below displays the distribution of owner occupied homes throughout Greenville. Blue shades represent areas with a higher prevalence of owner occupied

Section II: Demographic and Economic Overview

homes, and beige/tan shades are areas with more renters. As can be seen from the map, rental housing is more dominant in the City center and immediate surrounding areas, with higher owner occupancy on the edges of the City.



Section II: Demographic and Economic Overview

Housing Units by Tenure, Structure Type & Size

The American Community Survey (2011) estimates nearly 62% of all occupied housing units are renter occupied while only 38 percent are owner occupied. Again, this is not surprising given the large student population at ECU.

Occupied Housing Units by Tenure		
Occupied Housing Units	Owner-Occupied Housing Units	Renter-Occupied Housing Units
33,786	12,857	20,929

Source: American Community Survey 2007 – 2011 Five Year Estimate

Single-family detached housing and multi-family housing (in structures of 5 to 19 units) were the most prevalent types among Greenville's housing stock. The table below provides an overview of the housing types in the City. In total, single family detached housing represents 38.4 percent of all occupied housing in the City. The majority of multi-family housing units (defined as a structure with four or more housing units) are located in buildings that contain between 5 and 19 units. Mobile homes represent just 3 percent of all occupied housing units.

Housing Units by Structure Type & Size		
	Occupied Housing Units	Percentage of All Occupied Housing Units
Occupied Housing Units	33,786	100%
Detached Single Family	12,968	38.4%
Attached Single Family	2,204	6.5%
2 Apartments	4,040	11.9%
3 or 4 Apartments	1,489	44.1%
5 to 9 Apartments	7,481	22.1%
10 to 19 Apartments	6,655	19.7%
20 or more units	3,262	9.7%
Mobile home or other type of housing unit	1,053	3.1%
	All Housing Units	Percentage of All Housing Units
All Housing Units (Occupied & Vacant)	39,152	100%
No Bedroom	361	0.9%
1 Bedroom	6,569	16.8%
2 Bedrooms	14,685	37.5%
3 Bedrooms	12,883	32.9%
4 Bedrooms	4,062	10.4%
5 or more Bedrooms	592	1.5%

Source: American Community Survey 2007 – 2011 Five Year Estimate

Typical of a large rental population, housing units comprised of two and three bedrooms make up 37.5 percent and 32.9 percent of all housing units within the City respectively.

Section II: Demographic and Economic Overview

Age and Condition of Housing

Based on the ACS 2007 – 2011 Five Year estimates, 9.6 percent of the total housing stock in the City of Greenville was built in 1959 or earlier, and is, therefore, over 50 years old. The 2000 Census indicates 14.8 percent of all housing units were built prior to 1959. These data also indicate that 44.7 percent of the housing stock was built prior to 1980, making lead-based paint a potential hazard.

Age of Housing Units		
Year Structure Built	Units	Percentage of All Units
Total Housing Units	39,152	100%
Built 2005 or later	6,048	15.4%
Built 2000 to 2004	6,753	17.2%
Built 1990 to 1999	8,870	22.7%
Built 1980 to 1989	5,603	14.3%
Built 1970 to 1979	4,937	12.6%
Built 1960 to 1969	3,209	8.2%
Built 1950 to 1959	2,380	6.1%
Built 1940 to 1949	607	1.6%
Built 1939 or earlier	745	1.9%

Source: American Community Survey 2007 – 2011 Five Year Estimates

Greenville's housing stock is newer than most with 55.3 percent of all housing units being built after 1990. Still, older units will need substantial financial investments in major structural systems to remain sound and livable. For low-income owners, these repairs are frequently unaffordable, and deferred maintenance hastens the deterioration of their units. Often low-income rental housing does not generate enough revenue to make improvements without raising the rent.

Vacant Units

Vacancy is a proportion of unoccupied units to all housing units. The table below details vacancy in Greenville by housing tenure. In 2011 the homeowner vacancy rate in the City was 7.1 percent, while rental units experienced 9.3 percent vacancy.

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Section II: Demographic and Economic Overview

Housing Vacancy		
Status	Units	Percentage of All Units
Total Housing Units	39,152	100%
Occupied Housing Units	33,786	86.3%
Vacant Housing Units	5,366	13.7%
Owner Occupied Units	12,857	38.1%
Renter Occupied Units	20,929	61.9%
Homeowner Vacancy Rate	N/A	7.1%
Rental Vacancy Rate	N/A	9.3%

Source: American Community Survey 2007 – 2011 Five Year Estimates

Median Income

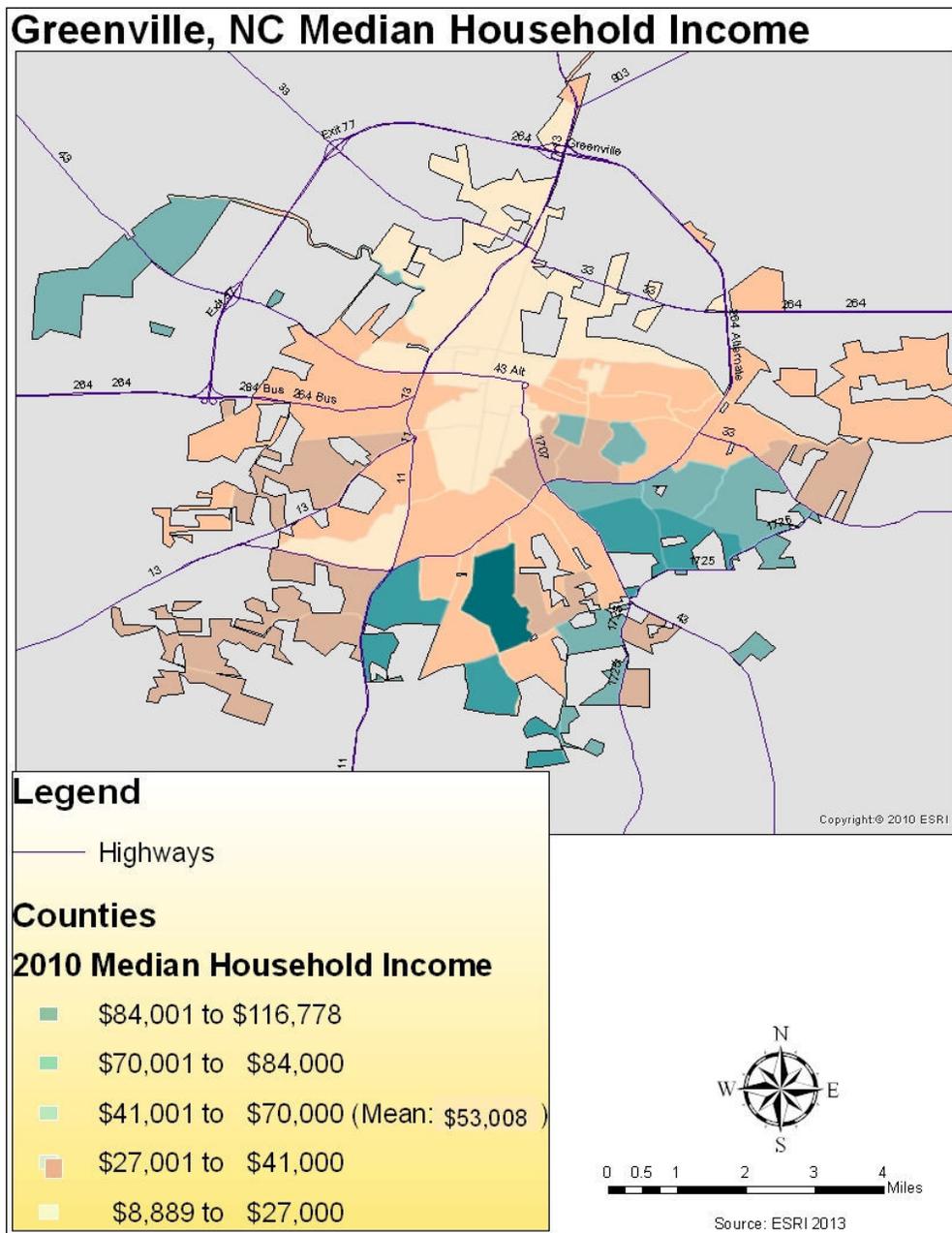
In 2011, the median income rose to \$31,134 up from \$26,648 in 2000, which represents a 16.8 percent increase over the period. In 2000, the bracket within which the highest number of households fell was below \$10,000 with 19.9 percent of the population earning less than \$10,000 per year. While in 2011, this income range still had the highest percentage of households, only 16.0 percent of the population earned less than \$10,000 per year. Unfortunately, nearly 40 percent (39.0%) of all households earn less than \$25,000 per year.

Median Household Income		
Income Range	Households	Percentage of all Households
Total Households	33,786	N/A
Less than \$10,000	5,407	16.0%
\$10,000 to \$14,999	2,805	8.3%
\$15,000 to \$24,999	4,983	14.7%
\$25,000 to \$34,999	4,069	12.0%
\$35,000 to \$49,999	4,877	14.4%
\$50,000 to \$74,999	4,653	13.8%
\$75,000 to \$99,999	2,684	7.9%
\$100,000 to \$149,999	2,263	6.7%
\$150,000 to \$199,999	950	2.8%
\$200,000 or more	1,095	3.2%
Median Household Income	\$34,134	N/A
Mean Household Income	\$53,008	N/A

Source: American Community Survey 2007 – 2011 Five Year Estimates

Section II: Demographic and Economic Overview

The map below geographically displays economic stratification in the City of Greenville, comparing each block group's median income to that of the entire City. Darker shaded areas have higher median incomes. The distribution illuminates the settlement patterns of people based on income.



Section II: Demographic and Economic Overview

Poverty Rates

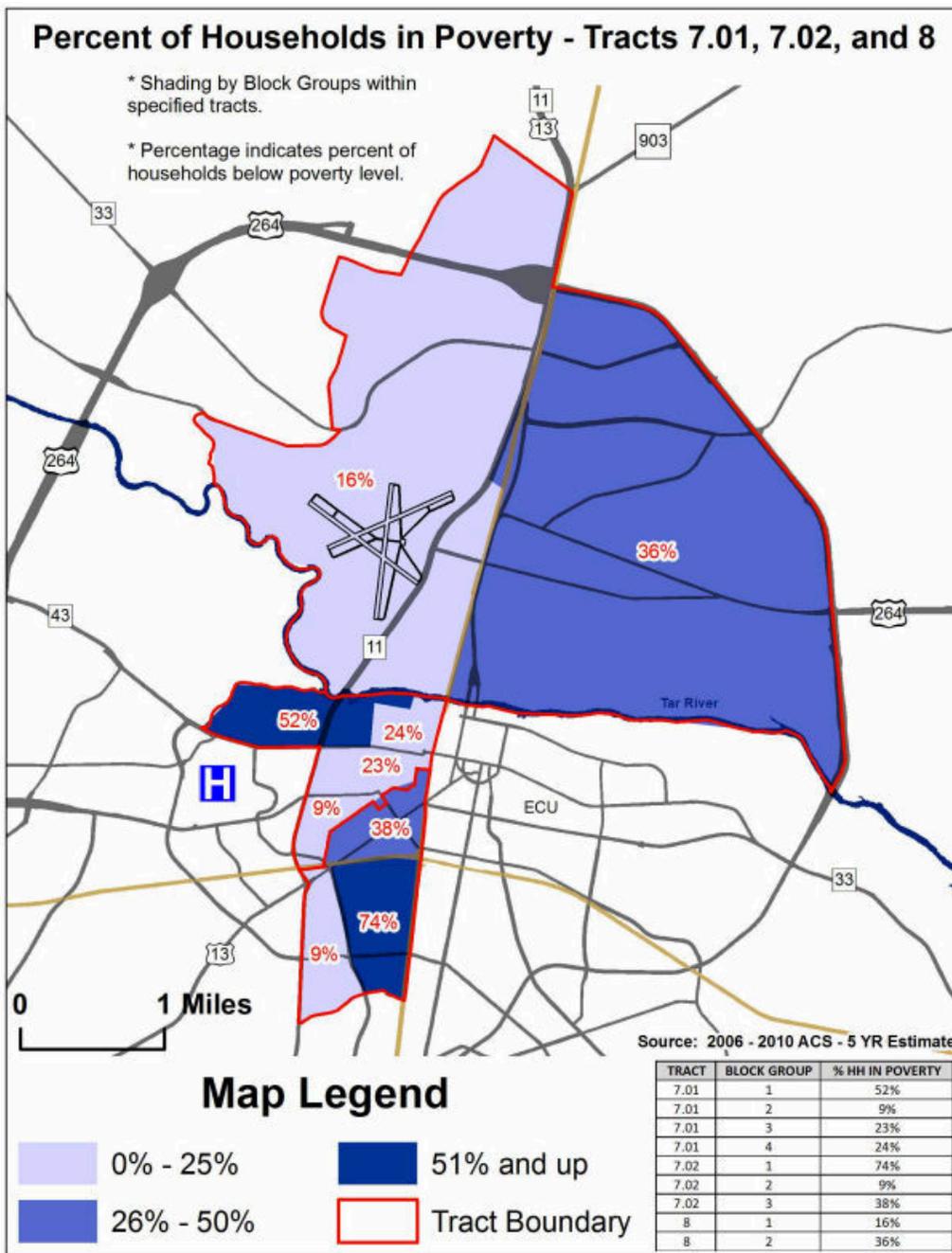
The table below displays poverty data for the City of Greenville. In 2011, 20.6 percent of families and 31.4 percent of all people in the City were living in poverty. Furthermore, families and households with children experience significantly higher poverty rates. Nearly 39 percent of families with children under five years old had experienced poverty level incomes over the past 12 months. Worse yet, 65.2 percent of single mother households with children under five years old were living in poverty during the past 12 months.

Percentage of Families and People Whose Income in the Past 12 Months Was Below The Poverty Level	
	Percent of Households
All Families	20.6%
With related children under 18 years	30.3%
With related children under 5 years only	38.8%
Married Couple Families	6.5%
With related children under 18 years	9.0%
With related children under 5 years only	12.7%
Families With Female Householder, no husband present	46.9%
With related children under 18 years	52.5%
With related children under 5 years only	65.2%
All People	31.4%
Under 18 Years	35.3%
65 Years and Over	9.4%
Unrelated Individuals 15 years and Older	46.7%

Source: American Community Survey 2007 – 2011 Five Year Estimate

The map below shows the census tracts with the highest percentage of households living at or below the poverty line. Darker blue shaded tracts have higher rates of poverty. Notice several census tracts have well over 20 percent of all households living in poverty with tract 7.01 block group 1 at 52 percent and tract 7.02 block group 1 at 74 percent.

Section II: Demographic and Economic Overview



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Section II: Demographic and Economic Overview

Labor Force

In 2000, Census data reported a labor force of 33,414 and an unemployment rate of 4.3 percent. The 2011 American Community Survey reports 45,212 persons in the labor force, and an average Civilian unemployment rate of 11.7 percent. More recent, according to the North Carolina Department of Commerce, as of May 2013 the unemployment rate in the Greenville Metropolitan Statistical Area (MSA) was 9.0 percent.

Employment by Industry

The largest numbers of residents within the City of Greenville are employed in the educational, health, and social services industry (36.2 percent). This category is followed distantly by the arts, entertainment, recreation, accommodation and food services industry (16.4 percent), displacing retail trade, which was second in 1990 and 2000 and now ranks third with only 11.8 percent of the work force population employed in this field. The table below shows the distribution of employed residents by industry within the City of Greenville.

Industry	Estimate	Percentage of Workforce
Agriculture, forestry, fishing & hunting, and mining	243	0.6%
Construction	1,295	3.3%
Manufacturing	2,868	7.2%
Wholesale Trade	896	2.3%
Retail Trade	4,701	11.8%
Transportation & warehousing and utilities	761	1.9%
Information	643	1.6%
Finance & Insurance and Real Estate	2,037	5.1%
Professional, scientific, management, administrative and waste management services	2,276	5.7%
Educational services, health care, and social assistance	14,378	36.2%
Arts, entertainment, recreation, accommodation and food services	6,526	16.4%
Other Services	1,811	4.6%
Public Administration	1,234	3.4%

Source: American Community Survey 2007 – 2011 Five Year Estimates

Section II: Demographic and Economic Overview

Housing Value

The median value of owner occupied housing units is \$147,600 according to the American Community Survey 2007 - 2011 Five Year estimates. Just over a quarter (27.6%) of all owner occupied homes, or 3,552 units, were valued at less than \$100,000.

Value of Owner Occupied Units		
	Units	Percent of Households
Total Owner Occupied Households	12,857	100.0%
Less than \$50,000	610	4.7%
\$50,000 to \$99,999	2,942	22.9%
\$100,000 to \$149,999	3,020	23.5%
\$150,000 to \$199,999	2,136	16.6%
\$200,000 to \$299,999	2,315	18.0%
\$300,000 to \$499,999	1,362	10.6%
\$500,000 to \$999,999	391	3.0%
\$1,000,000 or more	81	0.6%
Median Owner Occupied Home Value: \$147,600		

Source: American Community Survey 2007 – 2011 Five Year Estimate

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Section II: Demographic and Economic Overview

Housing Costs & Affordability

The following two tables detail monthly housing costs for owner and renter occupied households. The first table identifies actual housing costs in dollar amounts while the second table depicts housing costs as a percentage of household income.

Monthly Housing Costs		
Owner Costs	Units	Percentage of All Units
Owner Occupied Units w/ mortgage	9,973	N/A
Less than \$300	0	0%
\$300 to \$499	75	0.8%
\$500 to \$699	712	7.1%
\$700 to \$999	2,174	21.8%
\$1,000 to \$1,499	3,258	32.7%
\$1,500 to \$1,999	1,576	15.8%
\$2,000 or more	2,176	21.8%
Median Monthly Owner Costs: \$1,299		
Renter Costs	Units	Percentage of All Units
Occupied Units paying rent	20,499	N/A
Less than \$200	334	1.6%
\$200 to \$299	327	1.6%
\$300 to \$499	3,136	15.3%
\$500 to \$749	7,933	38.7%
\$750 to \$999	5,572	27.2%
\$1,000 to \$1,499	2,162	10.5%
\$1,500 or more	1,035	5.0%
Median Monthly Renter Costs: \$696		

Source: American Community Survey 2007 – 2011 Five Year Estimates

Housing affordability is calculated as 30 percent of income for rent, and 28 percent of income for homeownership. The difference is to allow for additional costs, such as utilities, that are customarily included in a tenant household's rent, but are borne by the household's income as homeowners.

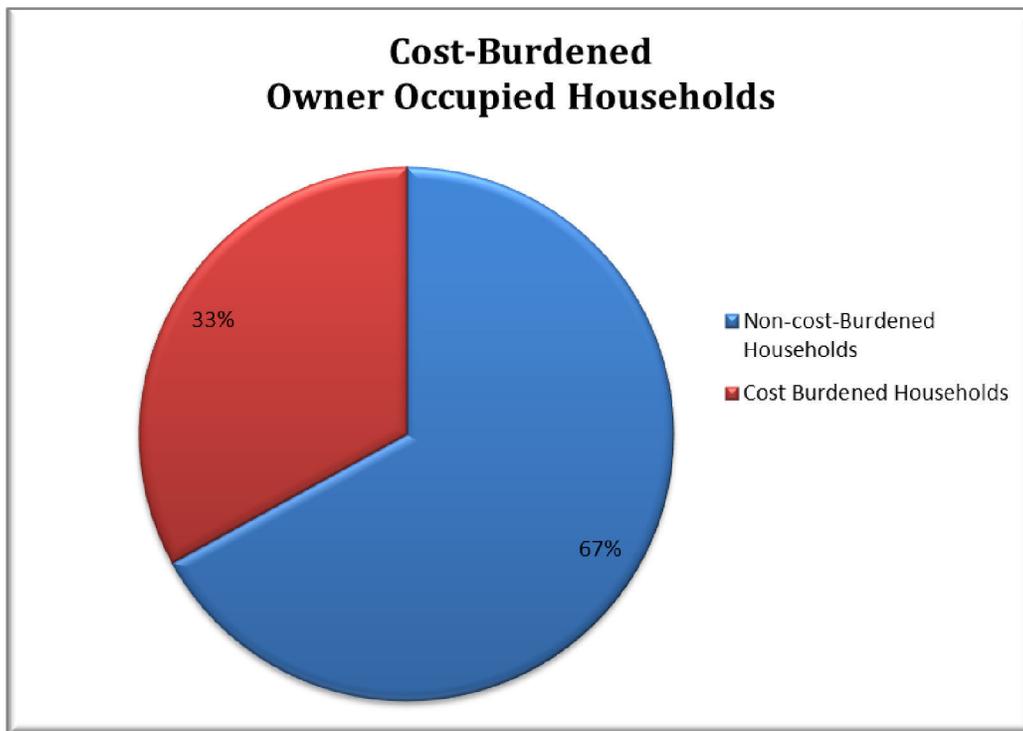
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Monthly Housing Costs as percentage of Household Income		
Owner Costs	Units	Percentage of All Units
Owner Occupied Units w/ mortgage	9,952	N/A
Less than 20.0%	4,216	42.4%
20.0 to 24.9%	1,239	12.4%
25.0 to 29.9%	1,216	12.2%
30.0 to 34.9%	795	8.0%
35% or more	2,486	25.0%
Renter Costs		
Units	Percentage of All Units	
Occupied Units paying rent	20,007	N/A
Less than 15.0%	1,941	9.7%
15.0 to 19.9%	2,160	10.8%
20.0 to 24.9%	2,567	12.8%
25.0 to 29.9%	1,595	8.0%
30.0 to 34.9%	1,609	8.0%
35% or more	10,135	50.7%

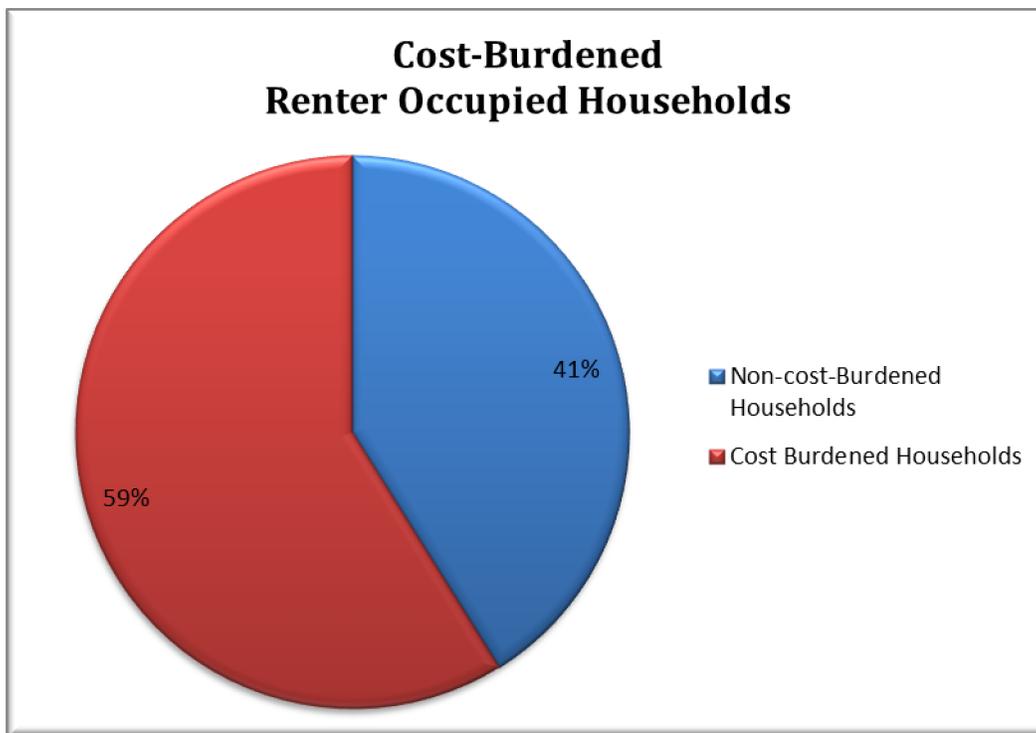
Source: American Community Survey 2007 – 2011 Five Year Estimates

Unfortunately, 33 percent of all home owners are paying more than what is deemed affordable in monthly housing costs as illustrated in the chart below.



Section II: Demographic and Economic Overview

The case for renter households is far worse with 58.7 percent of all renters paying more than 30 percent of their income towards housing costs.



Housing Affordability Gap

In 2011, households earning less than \$14,999 totaled 8,212. Assuming that an affordable home value is roughly three times a household's annual income, this income group can afford a home valued at no more than \$45,000. In 2011 in the City of Greenville, there were just 610 owner-occupied homes valued at less than \$50,000. This represents a significant shortage of available for-sale housing for households at this income level.

In the City of Greenville, the current median value for a home is \$147,600. Presuming a down payment of 5 percent (\$7,380) and an interest rate of 4.25 percent would result in an estimated monthly payment (PITI) of \$798.13. At this monthly cost the median valued home would be affordable to a household earning \$46,740 or 137 percent of the area's median income. On the other hand, the median valued home would be out of reach for households earning less than about \$50,000 (when calculating for down payment and closing costs) or 65.4 percent of all households in the City of Greenville.

According to the 2011 ACS, the City of Greenville's median gross rent was \$696. At 30 percent of annual income, this rent would be affordable to a household earning \$25,056 or 73.4 percent of the area's median income. Unfortunately, 39 percent of all

Section II: Demographic and Economic Overview

households in Greenville earn less than \$25,000 per year and thus cannot afford the median rent. In general, rental housing in the City of Greenville is only affordable for those who earn an income above 80 percent of the City's median.

Housing Problems

By Department of Housing and Urban Development (HUD) standards, there are three criteria by which a household is determined to have a housing problem:

- If a household pays more than 30 percent of its gross monthly income for housing, then it is considered cost burdened. HUD considers households that pay more than 50 percent of their income on housing costs to be severely cost burdened.
- If a household occupies a unit that lacks a complete kitchen or bathroom, then the unit has a physical defect.
- If a household contains more members than the unit has rooms, then the unit is overcrowded.

Housing Problems		
Characteristic	Units	Percentage of All Units
Lacking complete plumbing facilities	133	0.4%
Lacking complete kitchen facilities	328	1.0%
No telephone service available	1,281	3.8%
Occupants Per Room		
1.00 or less	33,215	98.3%
1.01 to 1.50	526	1.6%
1.51 or more	45	0.1%

Source: American Community Survey 2007 – 2011 Five Year Estimates

Based on HUD's definition, 58.7 percent, (11,744 households) of renter occupied households within the City of Greenville renter households were cost-burdened in 2011, including 50.7 percent of all renters paying more than 35 percent of their household income towards housing costs. Considerably fewer homeowners with a mortgage experience this housing problem: 33 percent (3,281 households) were cost-burdened. According to the 2011 American Community Survey estimates, just 133 households (0.4 percent) lacked adequate plumbing facilities, while 1.0 percent of all households (328 households) lacked complete kitchen facilities. Additionally in 2011, 571 households (1.7 percent) of the City of Greenville households were overcrowded.

Section III: Fair Housing Policy

Section III: Fair Housing Status

Demographic Data

The demographic data in Section II indicates that the population within the City of Greenville grew by 39.8 percent between 2000 and 2010, or 3.98 percent annually

At the same time, the number of households increased by 28.2 percent from 2000 to 2011; however, the average household size has remained relatively unchanged at an average of 2.2 persons per household. Following state and national trends, single person households now make up 36.6 percent of all households in the City.

From 2000 to 2010, the percent of persons 65 and older in the City of Greenville decreased from 9.1 to 8 percent. The population of Greenville is quite young, with a median age of 26 years old according to American Community Survey estimates (2011). This reflects little change from the median age of 27.6 in 2000.

Complaints of Unlawful Discrimination

This section will review both the evidence of unlawful discrimination (in the form of an analysis of discrimination complaints) and the recent fair housing related activities of Greenville. The purpose of this section is to describe the current fair housing environment. Subsequent sections of this report will analyze this information for the purpose of identifying current impediments and action steps to minimize the effect of those impediments.

Unlawful discrimination is one of the most blatant impediments to fair housing, and it is, therefore, important to make efforts to measure the extent to which unlawful discrimination occurs in the housing market. Analyzing complaints brought by those who believe they have been illegally discriminated against can shed light on the barriers to housing choice and accessibility. Though the number of complaints cannot provide a complete picture of the level of discrimination, it can provide a snapshot of some of the barriers that may exist. The 2008 Analysis of Impediments for the Greenville-Pitt County Consortium can also shed some light on the community's perceptions of the fair housing environment in Greenville over a number of years.

At a minimum, three sources of information are available to report the types of fair housing complaints that have been made in the Greenville area: (1) the U.S. Department of Housing and Urban Development (HUD), (2) the North Carolina Human Relations Commission and (3) the Greenville Human Relations Council that, while not yet a HUD equivalent agency, provides fair housing and employment information, responds to requests for assistance, and tracks complaints or requests from consumers within the City.

Section III: Fair Housing Policy

HUD maintains records of all complaints filed that represent violations of federal housing law. From 2004 through 2009, HUD reported a total of 804 fair housing complaints from within the state of North Carolina with a high of 208 in 2004 and a low of 21 in 2007. The majority of these complaints, 582, were filed in entitlement areas in the state, while 222 were filed in the non-entitlement areas. Complainants may cite more than one basis. As a result, the number of bases cited can exceed the total number of complaints. The majority of the fair housing complaints filed with HUD in North Carolina were filed on the basis of race, with 363 of the 1,021 bases cited. An additional 267 complaints were filed on the basis of disability, 131 were filed on the basis of national origin, and 100 were filed on the basis of family status. Similar to the way bases are reported, more than one issue may be counted per each complaint. Of the cases filed during this period, 1,028 issues were cited with discrimination in terms, conditions or privileges in rental transactions cited 315 times. Discriminatory terms, conditions, privilege or services and facilities were cited 145 times and failure to make reasonable accommodation was cited 102 times. The most commonly cited issues related to rental transactions, which suggests that discriminatory acts leading to the filing of fair housing complaints are more commonly associated with the rental market.²

The number of complaints alleging racial or ethnic discrimination in the housing market also account for far less than the actual number of discriminatory acts suggested by recent studies. A series of national studies on the experiences of African Americans, Hispanics, and Asians and Pacific Islanders in the housing market has found evidence of consistent adverse treatment in roughly one of every five interactions with a sales or rental agent. A study on the experience of Native Americans in the rental market in three states found that they experience consistent adverse treatment in 28.5 percent of their interactions with a rental agent, on average.

In addition to presenting information on the level of racial, ethnic, or disability discrimination, recent HUD studies show that discrimination is often subtle. Much of the consistent adverse treatment reported in the aforementioned studies was uncovered using paired-testing—a method by which two persons, differing only on a single characteristic that is being tested (e.g., race), independently inquire about an advertised housing unit. Each of the testers independently records his or her experience, and any difference in treatment is often only apparent when an analyst compares the resulting information. Thus, the disparity between the number of complaints filed with HUD and FHAP agencies and the frequency of discrimination found in housing discrimination studies indicates that victims are often unaware that they have been discriminated against and suggests that discrimination is greatly underreported.

In January 2005, HUD established the Office of Systemic Investigations (OSI) to investigate discriminatory practices that are not reported by individuals. OSI uses methods such as paired-testing to investigate housing providers or other entities that it suspects of engaging in unlawful discrimination.

² State of North Carolina, Analysis of Impediment, Final Report November 2010

Section III: Fair Housing Policy

“Discrimination against Persons with Disabilities: Testing Guidance for Practitioners”

In July 2005, HUD published *Discrimination Against Persons with Disabilities: Testing Guidance for Practitioners* as an aid for fair housing and disability-rights advocates, civil rights enforcement agencies, and others interested in testing for disability-based discrimination. The guidebook resulted from testing in the HUD-commissioned study entitled *Discrimination Against Persons with Disabilities: Barriers at Every Step*.

The guidebook describes the advantages and challenges of conducting telephone and in-person testing for discrimination against persons with disabilities. TTY testing was found to be an inexpensive effective testing strategy because it can be completed quickly, it does not require testers to travel, and it can span a wide geographic area. Moreover, relay operators provide customers with a verbatim report on each telephone call, providing an independent narrative of what occurred in the disabled portion of the test. However, because telephone calls are generally brief, these tests do not offer the opportunity to capture as much information about differential treatment as in-person tests.

The report also addresses two particular challenges faced by persons with disabilities when conducting in-person tests—transportation and access to the property and/or unit. Deaf or hard-of-hearing testers were not able to access housing that contained an intercom/buzzer entry system and blind testers sometimes had difficulty finding the front door or gaining access to rental properties or management offices. Therefore, the report concluded that it might make sense to send testers to their assignments with someone who could help them gain entrance, but who would not accompany them during tests.

Another significant challenge for disability testing is determining whether the property is accessible enough so that persons with mobility impairments can test it. Before using a property as a test site, *Barriers at Every Step* used a drive-by survey to determine whether it was accessible. The report also suggested that proxy testers be used to test properties that are not accessible.

With proper planning and support, persons with disabilities were able to effectively serve as testers. The most common types of assistance provided for testers with disabilities were transportation to and from the test site, training materials in other formats, such as Braille, and assistance from project staff in completing the test report forms. Cognitively disabled testers sometimes needed companions to accompany them during the test to help them remember and record the test experiences.

HUD intends for the study and report to serve as a guide for conducting disability discrimination testing. As such, they should be used in conjunction with other testing approaches that may be appropriate for the discriminatory practice being investigated. Copies of the report are available at <http://www.huduser.org>.”

Section III: Fair Housing Policy

HUD Fair Housing Enforcement Activity

HUD investigates complaints of housing discrimination based on race, color, religion, national origin, sex, disability, or familial status. At no cost, HUD will investigate the complaint and attempt to conciliate the matter with both parties. If conciliation fails, HUD will determine whether "reasonable cause" exists to believe that a discriminatory housing practice has occurred. If HUD finds "no reasonable cause, then " the Department dismisses the complaint. If HUD finds reasonable cause, the Department will issue a charge of discrimination and schedule a hearing before a HUD administrative law judge (ALJ). Either party may elect to proceed in Federal court. In that case, the Department of Justice will pursue the case on behalf of the complainant. The decisions of the ALJ and the Federal district court are subject to review by the U.S. Court of Appeals.

HUD/NCHRC/City of Greenville Title VIII Complaints

Since 2007, HUD and NCHRC received (and cross-filed) for consideration, 13 Greenville cases under the Fair Housing Act.

It can be extremely difficult to detect unlawful discrimination, as an individual home-seeker, and the resolution of these complaints, following investigation, is also important to consider. Note, the following definitions:

Administrative Closure—Action taken as a result of a judicial proceeding, lack of jurisdiction due to untimely filing, inability to identify a respondent or locate a complainant, or if a complainant fails to cooperate.

Conciliation—Parties meet to work out a resolution. Meeting is generally initiated by the equivalent agency (NCHRC) or HUD.

Withdrawal/Relief—Situation where the complainant wishes to withdraw without relief or there is relief granted following a resolution between the parties.

No Reasonable Cause—Although there may have been an action taken that appears to be discriminatory under the Fair Housing Law, there is not sufficient evidence uncovered as a result of investigation, to prove the action was in fact discrimination, or in other words one of "Reasonable Cause" to transfer to the U.S. DOJ, District Judge or the HUD Administrative Law Judge for a judicial ruling.

Reasonable Cause—As a result of investigation, that may also be considered in a conciliation or other attempted resolution action, there is sufficient evidence or "Reasonable Cause" to present the case to the (DOJ) District Judge or the HUD (ALJ), for a judicial ruling.

Section III: Fair Housing Policy

**Complaints Received under the Fair Housing Act, as amended Greenville Title VIII Cases Received
FY 2007 through FY 2013³**

Religion.....	1
Race	2
Race, Familial Status	0
Race, National Origin	0
Race, Disability, Familial Status.....	1
Race, Disability, Retaliation	0
Race, Color.....	0
Disability	5
Familial Status.....	1
Sex	0
Sex, Disability, Familial Status.....	0

As is the situation on a National level, the greatest numbers of cases filed are regarding race or disability or a combination of either with other protected classes.

Due to confidentiality, the individual disposition of each case has not been provided by HUD, although it is expected that some level of discriminatory behavior may have occurred in cases that were not processed further.

On a local level, the Green Human Relations Office tracks complaints related to housing discrimination and makes referrals to HUD, NCHRC, and legal aid as appropriate. In the period between 2007 and 2012, the Human Relations Office received one housing discrimination complaint in 2008 and three housing discrimination complaints in 2009. No complaints were received in any of the other years.

Fair Housing Initiatives

Greenville HRC Staff

The City of Greenville has designated a staff person to support the Human Relations Council through a Strategic Plan. The Human Relations Office deals with many rental issues on a daily basis. Affordability and decent safe housing remains an important challenge for Greenville/Pitt County residents. The challenge for persons or families who care for persons with disabilities is even greater. Requests from citizens needing affordable, decent, safe and accessible rental housing are on the rise.

³ The basis was not specified for three complaints reported by HUD. These complaints were for (1) Discriminatory advertising, statement, or notices; (2) Discrimination in terms/conditions/privileges relating to rental; and (3) Steering.

Section III: Fair Housing Policy

The most common problems are:

- Suitability – the problem of overcrowding or whether a household has enough bedrooms appropriate for the size of the family.
- Adequacy – the physical condition of a dwelling or whether a household has basic facilities to provide a safe and healthy environment.
- Affordability – exists when a household pays an excessive amount for shelter.

Section IV: Public Sector Analysis

Section IV: Public Sector Analysis

Overview

The Fair Housing Act generally prohibits the application of special requirements through land-use regulations, restrictive covenants, and conditional or special use permits that, in effect, limit the ability of minorities or the disabled to live in the residence of their choice in the community. If large-lot minimums are prescribed, if a house must contain a certain minimum amount of square feet, or if no multi-family housing or manufactured homes are permitted in an area, the results can exclude persons protected by the Act. If local mandates make it infeasible to build affordable housing or impose significant obstacles, then a community must affirmatively work toward eliminating this impediment to fair housing choice.

The Fair Housing Acts of 1968 and 1988, as amended, also make it unlawful for municipalities to utilize their governmental authority, including zoning and land use authority, to discriminate against racial minorities or persons with disabilities. Zoning ordinances segregate uses and make differentiations within each use classifications. While many zoning advocates assert that the primary purpose of zoning and land use regulation is to promote and preserve the character of communities, inclusionary zoning can also promote equality and diversity of living patterns. Unfortunately, zoning and land-use planning measures may also have the effect of excluding lower-income and racial groups.

Zoning ordinances aimed at controlling the placement of group homes is one of the most litigated areas of fair housing regulations. Nationally, advocates for the disabled, homeless and special needs groups have filed complaints against restrictive zoning codes that narrowly define “family” for the purpose of limiting the number of non-related individuals occupying a single-family dwelling unit. The ‘group home’ arrangement/environment affords many persons who are disabled the only affordable housing option for residential stability and more independent living. By limiting the definition of “family” and creating burdensome occupancy standards, disabled persons may suffer discriminatory exclusion from prime residential neighborhoods.

Transportation

Transportation links are an essential component to successful fair housing. Residents who do not have access to commercial areas are limited in where they can shop for goods and services, as well as seek employment. The converse is true as well. Inadequate transportation routes limit the selection of housing to neighborhoods within transportation service areas. Convenient roads in good repair are as important for those who rely on their own vehicles for transportation as they are for those who rely on public transportation provided by the Pitt Area Transit System.

Section IV: Public Sector Analysis

Neighborhood Revitalization

The City of Greenville carries out Federal programs administered by the U.S. Department of Housing and Urban Development. In FY 2013, the City of Greenville published its Consolidated Five Year Strategic Plan, which addressed housing and community development needs during the period of FY 2013 to 2018. The one-year Action Plan describes the activities to be undertaken during the fiscal year and how the City will use Federal and local resources to accomplish the stated objectives. The annual plan also describes how other community resources will be utilized to address the needs of the homeless, low to moderate income individuals and families, and other targeted populations. The 2013-2018 Consolidated Plan, that features extensive program targeting in the West Greenville area, will be submitted to HUD by June 2013.

Property Tax Policies

Across the country, older cities – with the support of the federal government – have begun to invest in economic and community development programs designed to revitalize their decaying urban cores. Greenville is no exception. The foundation upon which this kind of development is built is the ability to achieve fairness in the appraisal process within these neighborhoods. Since the starting point for most bank appraisals is the tax department, discriminatory assessment practices can undermine a homebuyer's ability to secure mortgage financing in an amount commensurate with the property's true market value.

Although the Fair Housing Act specifically prohibits the consideration of the racial or ethnic composition of the surrounding neighborhood in arriving at appraised values of homes, no practical means exist to investigate violations of this kind. One reliable approach, however, is to review, periodically, the assessment policies and practices of the taxing jurisdiction since their valuations generally comprise the bases for private appraisals.

Property tax assessment discrimination against low-income groups occurs when lower value properties and/or properties in poorer neighborhoods are assessed for property tax purposes at a higher percentage of market value, on average, than other properties in a jurisdiction. Regressive assessments (the tendency to assess lower value properties at a higher percentage of market value than higher value properties) are not uncommon in this country. They result from political pressures, practical problems in assessment administration and the use of certain inappropriate appraisal techniques. Assessments tend to remain relatively rigid at a time when property values are rising in middle income neighborhoods and are declining or remaining at the same level in low-income neighborhoods.

Inequities in property tax assessments are a problem for both lower-income homeowners and low-income tenants. Millions of low-income families own homes. Variations in assessment-to-market value ratios between neighborhoods or between higher and lower value properties can make a difference of several hundred dollars or

Section IV: Public Sector Analysis

more each year in an individual homeowner's property tax bill. In addition to causing higher property tax bills, discriminatorily high assessment levels can also have an adverse impact upon property values. Buyers are less likely to purchase a property if the property taxes are perceived as too high thereby making the property less attractive and reducing its market value.

Another common inequity is the assessment of multifamily dwellings at a higher ratio to market value than single family dwellings. This type of inequity may be considered a form of discrimination against low-income groups because a higher percentage of low-income than middle-income persons live in multifamily rental dwellings. The requirement to pay a higher assessment is passed on to the tenant in the form of higher rent. Quite often, higher assessments also make it difficult for landlords to maintain property within the limits of the property's rent structure leading to substandard housing conditions.

Most jurisdictions rely heavily on a market value approach to determining value when conducting their property assessment appraisals. Under this approach, an appraiser compares recent sale prices of comparable properties within the area – in addition to site visits and a good deal of expert speculation – in arriving at an appraised value. The limitations inherent in market value approaches are many. Most prominent among them are the cumulative result of decades of discriminatory valuations, especially where the neighborhood is a minority one. Unless some radical re-appraisal process has been conducted within the preceding 10-year period, the present market value approach merely compounds past discrimination.

While the market value approach may operate successfully in some jurisdictions, a substantial percentage of jurisdictions rely primarily on a replacement cost approach in valuing properties. Making determinations of value based on comparable sales is a complex task, which requires considerable exercise of judgment. Assessor's departments, which must appraise every property within a jurisdiction, often do not find it feasible to make the detailed individual analysis required to apply the market value approach.

Zoning and Site Selection

Zoning may have a positive impact and can help to control the character of the communities that make up a City. In zoning, a careful balance must be achieved to avoid promoting barriers to equal housing.

Professor Richard T. Lal, Arizona State University surveying the view of representative studies concerning the nature of zoning discrimination states:⁴

“If land-use zoning for the purpose of promoting reason, order and beauty in urban growth management is one side of the coin, so can it be said that exclusion of affordable housing for low and moderate income groups is the other as practiced, zoning and other land-use regulations can diminish the general availability of good quality, low-cost dwellings....”

⁴ Professor Richard T. Lal, Arizona State University, “The Effect of Exclusionary Zoning on Affordable Housing.”

Section IV: Public Sector Analysis

In considering how zoning might create barriers to fair housing, four key areas were reviewed; these included the following, which were selected because of the possible adverse effects they could have on families and persons with disabilities.

- Definitions used for “families” and “group homes”
- Regulations (if any) regarding group homes
- Ability for group homes or other similar type housing to be developed
- Unreasonable restrictions on developing multifamily units, such as lot size requirements.

While the definition of group care facility is broader in terms of the number of people that can be served and no limitation related to temporary disability, group housing is much more restricted in where it is permitted under current zoning designations. Family care homes are permitted under all single-family zoning districts as well as all multifamily and office use districts, neighborhood business districts (light commercial), agriculture districts and mixed use districts (traditional neighborhoods). Group homes, on the other hand, are not permitted in any single-family zoning districts and are only permitted in the highest density multifamily residential districts, commercial districts, office and public and institutional districts. This serves to limit group homes located in single-family and low density multifamily districts to only small-scale homes (six persons or less) that serve those with temporary disabilities. Generally, the concept of group homes is to integrate them into neighborhoods, providing the maximum amount of independent living in a community-based environment. For those group homes that serve persons with permanent disabilities and/or more than six occupants, this neighborhood integration is unattainable in Greenville based on current zoning restrictions.

Greenville’s land use plan requires that adequate public facilities be available for any development activities. In this context, “adequate public facilities” generally refers to governmental strategies for assuring that all infrastructure required to meet the service demands of a particular development is available as development occurs. Such strategies can, where permitted by statute, require that the costs for all or a portion of such infrastructure be borne by the developer (ultimately the consumer), and not the general public. Currently, the policy of the City of Greenville is that all streets, water, sewer and storm drainage facilities within a subdivision, including any required water quality retention ponds, are paid for by the developer.”

The ability to provide affordable housing to low-income persons is often enhanced by an entitlement grantee’s willingness to assist in defraying the costs of development. Effective approaches include contributing water, sewer or other infrastructure improvements to projects as development subsidies or waiving impact and other fees. These types of approaches help to reduce development costs and increase affordability allowing developers to serve lower-income households.

Planning and Zoning Commission

The Planning and Zoning Commission is an advisory body appointed by the Mayor and confirmed by City Council.

The Commission is intended to be representative of the community and members are encouraged to be deeply interested in its physical, social, and economic betterment. Members are responsible for the development of a comprehensive plan, which the Commission prepares and recommends to City Council, along with other specialized plans and studies. A majority of the Commission's work, however, involves hearing and making recommendations to the City Council on zoning map amendments, conditional use permit requests, special use permit requests and street closings.

Membership on the commission requires several hours a month attending regular meetings with special meetings often necessary to consider projects and plans. Although the commission's work is concentrated mostly in meetings, additional time is needed to adequately review agenda items and visit sites prior to meetings.

Building Codes (Accessibility)

The City of Greenville has adopted North Carolina's statewide building codes. In 2005, North Carolina received ADA certification of its statewide accessibility code, making it one of only six states to receive this status at that time. The certification identifies North Carolina's accessibility code as meeting or exceeding the new construction and alterations requirements of Title III of the Americans with Disabilities Act. While the state's codes are so recognized, North Carolina's most recent consolidated plan states that current zoning and development practices in the state may not be in the spirit of affirmatively furthering fair housing. Strategies to address this barrier include enhanced discussion with individuals and entities that reach out to the Consolidated Plan subgrantees about best practices in land use planning, making people more aware of North Carolina's new land use laws and suggesting advocacy for reducing NIMBYism.

Consolidated Plan Housing Programs

Affordable Housing Needs and Activities

The Greenville Community Development and Housing Programs are designed to implement various housing assistance strategies that include rehabilitation, down payment assistance for first-time homebuyers, and new construction of affordable housing. The City's community and neighborhood development activities are designed to:

- Assist with neighborhood improvement projects;
- Assist small businesses;

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- Provide public services;
- Help low to moderate-income residents acquire needed information, knowledge, and skills;
- Enhance the provision of public services; and
- Provide relocation assistance to residents who are required to move from their homes

The majority of these projects will be located in the West Greenville area.

Community Development Block Grant Program

The Community Development Block Grant (CDBG) program is used to plan and implement projects that foster revitalization of eligible communities. The primary goal of the program is the development of viable urban communities. Program objectives include the provision of decent housing, a suitable living environment, and expanded economic opportunities principally for low- to moderate-income individuals and families. Greenville has been an entitlement City for over 20 years and receives its CDBG allocation directly from HUD.

HOME Investment Partnership Program

The HOME Investment Partnership (HOME) program is used to assist in developing affordable housing strategies that address local housing needs. HOME strives to meet both the short-term goal of increasing the supply and availability of affordable housing and the long-term goal of building partnerships between state and local governments and nonprofit housing providers.

Affordable Housing Needs and Activities

The Community Development and Housing Department has designed and implemented various housing assistance strategies that include rehabilitation, down payment assistance for first-time homebuyers, and new construction of affordable housing. The City's community and neighborhood development activities are designed to assist with neighborhood improvement projects, assist small businesses, provide public services, help low- to moderate-income residents acquire needed information, knowledge and skills to build their capacity, enhance the provision of public services and provide relocation assistance to residents who are required to move from their homes. The majority of these projects will be located in the West Greenville area.

Housing and neighborhood improvement needs and activities are described 2013-2018 Consolidated Plan Strategic plan.

Community Housing Development Organization (CHDO) Activities: The City provides funding to nonprofit developers for the new construction of affordable houses for purchase by low-income families.

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Housing assistance for AIDS victims is provided through the State-funded HOPWA Program.

Assistance to the homeless is provided through the State funded ESG and various federally-funded SHP Programs.

Five-Year Housing Strategy

Affordable Housing Priorities

Faced with the reality of limited Federal and local government resources for housing, Greenville has been challenged to create a comprehensive, affordable housing program to meet the demands of priority needs households along the entire housing continuum--rental, ownership, special needs, supportive housing, etc. While the unmet need for rental housing for extremely low income households might suggest that all resources should be devoted to addressing this gap, resources must also be devoted to addressing the housing needs of low- and moderate-income households that have cost burdens and other housing problems to ensure the housing continuum is intact and flowing. This includes enabling more homeownership among these income groups, which the City has determined is important for stabilizing families and neighborhoods. It also includes preserving the existing affordable housing stock.

To meet the needs of households along the entire housing continuum, the City has identified the following as its top priorities for using CDBG, HOME and other public funds between 2013 and 2018 for affordable housing.

TOP PRIORITIES
Housing Assistance
Owner-Occupied Rehabilitation
Rental Housing Production
Property Acquisition
Tenant Displacement/Relocation
Acquisition/New Construction of Multi-family Rental/Homeowner Units
Downpayment Assistance
Other Special Housing Needs
Transitional Affordable Housing Production
Non-Housing Community Development Assistance
Public Services
Public Facilities Improvement

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Institutional Structure

The Community Development Department of the City of Greenville is the lead agency implementing the City's strategies for addressing housing and community development needs identified as part of its consolidated planning process. The Department, with City Council approval, oversees the allocation of Greenville's allocation of CDBG and HOME funds and is responsible for maintaining records, overseeing work done using these federal funds and reporting information to HUD concerning the performance of these programs. The Greenville Housing Authority is responsible for the development and maintenance of the City's public housing. The member agencies of the Greenville-Pitt County Continuum of Care Housing Coalition work with the City on the 10 Year Plan to Eliminate Homelessness and to address the ongoing needs of the homeless and persons with special needs. The City also coordinates its efforts with other local, state and federal institutions to address specific needs or to implement new programs. Affordable housing in Greenville is provided through a variety of public agencies, nonprofit organizations, private sector developers and lenders. In many cases, individual housing providers focus their efforts on specific income groups, tenure types or on providing certain types of housing and supportive services.

Intergovernmental Cooperation

The City of Greenville has enjoyed a positive relationship with the Greenville Housing Authority, Pitt County, and the HOME Consortium and Continuum of Care Agencies for many years. The City of Greenville staff and the other Agencies work cooperatively and share information relative to the City's strategies to address housing and other community development needs.

Lead-Based Paint Hazard Reduction

Lead poisoning is one of the worst environmental threats to children in the United States. While anyone exposed to high concentrations of lead can become poisoned, the effects are most pronounced among young children. All children are at higher risk to suffer lead poisoning than adults, but children under age six are even more vulnerable because their nervous systems are still developing. At high levels, lead poisoning can cause convulsions, coma, and even death. Such severe cases of lead poisoning are now extremely rare, but do still occur. At lower levels, observed adverse health effects from lead poisoning in young children include reduced intelligence, reading and learning disabilities, impaired hearing, and slowed growth.

Since the 1970s, restrictions on the use of lead have limited the amount of lead being released into the environment. As a result, national blood lead levels for children under the age of six declined by 75 percent over the 1980s and dropped another 29 percent through the early 1990s. Despite the decline in blood-lead levels over the past decade, recent data show that 900,000 children in the United States still have blood lead levels above 10µg/dL (micrograms of lead per deciliter of whole blood). These levels are unacceptable according to the Centers for Disease Control and Prevention (CDC) which

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lowered blood lead intervention levels for young children from 25µg/dL to 10µg/dL in 1991. Many of these lead-poisoned children live in low-income families and in old homes with heavy concentrations of lead-based paint. The CDC identified the two most important remaining sources of lead hazards to be deteriorated lead-based paint in housing built before 1978 and urban soil and dust contaminated by past emissions of leaded gasoline.

The national goal for blood lead levels among children ages six months to five years is to limit elevations above 15µg/dL to no more than 300,000 per year and to entirely eliminate elevations above 25µg/dL.

Many housing units in Greenville may have lead-based paint. Since the City of Greenville undertakes the rehabilitation of limited to comprehensive rehabilitation of housing units (many of which were constructed prior to 1978), painted surfaces will be disturbed as part of this process. As such, the City is required to incorporate lead-based paint hazard evaluation, approved remediation/reduction strategies and clearance requirements for all housing structures built before 1978.

To reduce the potential for adverse health effects attributable to the rehabilitation of deteriorated lead-based paint surfaces, the City provides educational material. All customers receiving housing rehabilitation assistance from the City are informed about the potential health hazards posed by the presence of deteriorated lead-based paint, which includes information about protecting their families from this hazardous substance.

In addition, Project Managers who oversee rehabilitation projects are trained to incorporate proper hazard reduction techniques into the treatment of lead-based paint. Instead of performing lead hazard evaluations on properties proposed for rehabilitation, it is Greenville's policy to automatically presume that lead-based paint and/or lead-based paint hazards are present when the housing was built before 1978. Visual assessment, stabilization and standard treatment methodologies are employed to achieve clearance for each comprehensive rehabilitation project. The City of Greenville will conduct one of the following lead hazard reduction methods as routine to rehabilitation activity:

- If interim controls are required, conduct standard treatments in lieu of interim controls on all applicable surfaces, including soil, to control lead based paint hazards that may be present
- If abatement is required, abate all applicable surfaces, including soil, to control lead based paint hazards that may be present

As the result of elevated lead poisoning cases that were reported by the local media, the City has stepped up its activities to elevate public consciousness regarding the adverse effects of lead poisoning in the Greenville community include and secure funding for lead hazard reduction activities.

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- A household has an affordability problem if more than 30 percent of a household’s income is paid towards rental/mortgage cost.
- Discrimination – exists when tenants and homebuyers are treated differently in their search for housing or denied housing on the basis of the following protected classes: race; color; sex; the presence of minor children (familial status); disability; national origin and religion.

Measuring Performance Results

The Greenville 2013-18 Consolidated Plan Strategy includes a Fair Housing Certification to support fair housing initiatives designed to affirmatively further fair housing choice and to increase access to housing and housing programs and services.

Proposed Accomplishments

Updating the Analysis of Impediments to correspond with the submission of the 2013-2018 Consolidated Plan.

Finally, the City Programs designed to support the Fair Housing Choice initiatives are as follows:

HOUSING ASSISTANCE	
Goal	Creation of Decent Affordable Housing
Category	Affordable Housing; Public Housing
Annual Funding	CDBG - \$340,000; HOME- \$298,000
Needs Addressed	Reduce substandard housing and blight; Preserve and increase affordable housing; Produce affordable housing; Maintain housing for special needs population
Geographic Area	West Greenville Revitalization Greenville Scattered Site Areas
Time Frame	2012-2018
Annual Output and Proposed Accomplishments	Rehabilitation of 12 houses

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Homeownership rates are important to a community's financial well-being. Prospective homebuyers expect to have access to mortgage credit; and home ownership programs must be available without regard to discrimination, income, or profession. To truly live up to fair housing laws, all persons must have the ability to live where they want and can afford.

Access to mortgage credit enables residents to own their homes, and having access to home improvement loans allows them to keep older houses in good condition. Access to refinancing loans allows homeowners to make use of the equity in their home for other expenses. Mortgage credit, home improvement loans, and refinancing loans together keep neighborhoods attractive and keep residents vested in their communities.⁵

Traditional Private Lenders in Greenville

Poor lending performance results in various long-term and far ranging community problems. Of these, disinvestment is probably the most troubling. Disinvestment in Greenville by its lenders would reduce housing finance options for borrowers and weaken competition in the mortgage market for low-moderate income neighborhoods. High mortgage costs, less favorable mortgage loan terms, deteriorating neighborhoods, reduced opportunities for home ownership, reduced opportunities for home improvement and the lack of affordable housing are only a few of the consequences of inadequate lending performance. Financial decay in the business sector as well as in the private sector is also a result of disinvestment in the form of business relocation, closure, and bankruptcy. Full service local lenders that have traditionally served residents and businesses are one of the main elements that keep neighborhoods stable.

Significant changes occurred in the lending market between 2007 and 2011, not only in Greenville but throughout the United States. The causes of the downturn are complex, however, a recent U.S. Government Accountability Report described the following reasons for the economic crisis:

According to many researchers, around mid-2007, losses in the mortgage market triggered a reassessment of financial risk in other debt instruments and sparked the financial crisis. Uncertainty about the financial condition and solvency of financial entities resulted in a liquidity and credit crunch that made the financing on which many businesses and individuals depend increasingly difficult to obtain. By late summer of 2008, the ramifications of the financial crisis ranged from the failure of financial institutions to increased losses of individual savings and corporate investments. Academics and others have identified a number of factors

⁵ Profile of Lima, Ohio, Federal Reserve Bank of Cleveland, Fall 2000.

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that may have helped set the stage for problems in the mortgage market and the broader financial system. These factors, in no particular order, include:

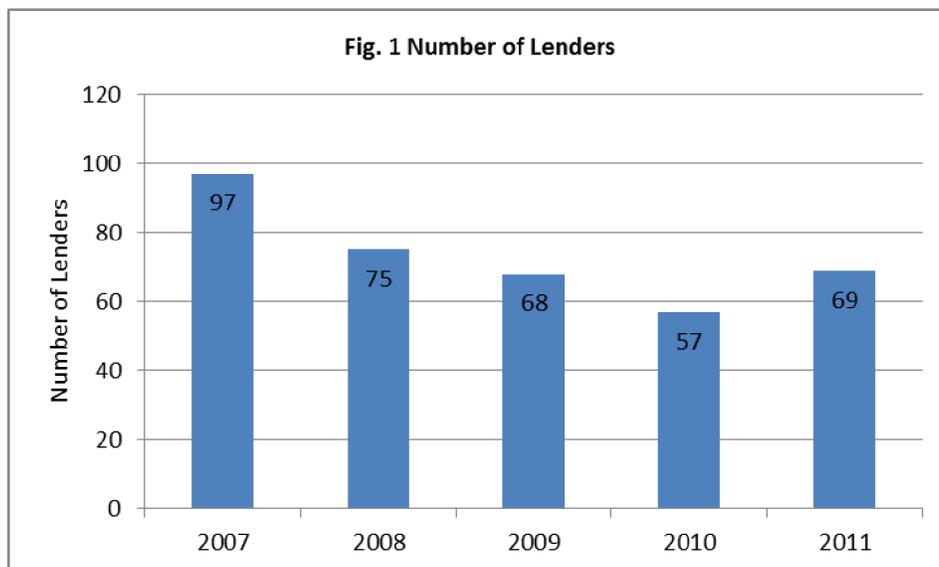
- financial innovation in the form of asset securitization, which reduced mortgage originators' incentives to be prudent in underwriting loans and made it difficult to understand the size and distribution of loss exposures throughout the system;
- imprudent business and risk management decisions based on the expectation of continued housing price appreciation;
- faulty assumptions in the models used by credit rating agencies to rate mortgage-related securities;
- gaps and weaknesses in regulatory oversight, which allowed financial institutions to take excessive risks by exploiting loopholes in capital rules and funding themselves increasingly with short-term liabilities;
- government policies to increase homeownership, including the role of Fannie Mae and Freddie Mac in supporting lending to higher-risk borrowers; and
- economic conditions, characterized by accommodative monetary policies, ample liquidity and availability of credit, and low interest rates that spurred housing investment.

The United States periodically has experienced banking crises of varying severity. The financial crisis that began in 2007 was the most severe banking crisis experienced by the United States since the 1930s.⁶

As a result, the number and type of lenders have changed since 2007. National lending institutions began to acquire smaller institutions and have an increasingly more active local presence. Greenville had 69 financial institutions with a home or branch office in the City as of the 2011 aggregate report for the Greenville MSA. The number of all mortgage lenders in Greenville has risen and fallen over the years, but has decreased by an overall average of 7 percent each year since 2007. In 2011, there were 28.9 percent fewer lenders serving the area than in 2007. See Figure 1 for number of lenders in Greenville since 2007.

⁶ *Financial Regulatory Reform: Financial Crisis Losses and Potential Impacts of the Dodd-Frank Act*, GAO-13-180, January 2013.

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Source: HMDA, 2007-2011

The physical presence of financial institutions in communities facilitates relationships with banks, and the location of these institutions is a primary concern for a community. Areas left without branches or with access to only ATM machines must find alternative sources for services (such as check cashing businesses or finance companies), which can be more expensive than traditional financial institutions or credit unions.

Number of Lenders

Percent Change 2000 to 2004

The number of all mortgage lenders in Greenville showed an overall decrease of 28.9 percent from 2007 to 2011. The pattern of lender activity depicted above closely mirrors a similar pattern nationwide that reflects the recent instability of the

2007 to 2008	-22.7%
2008 to 2009	-9.3%
2009 to 2010	-16.2%
2010 to 2011	21.1%

lending industry. The table below shows the top five lenders in Greenville and their 2011 market share for mortgage applications (all types and purposes). As lenders, these institutions wrote 24.8 percent of the residential lending business in Greenville in 2011. With all other lenders with locations in the MSA harnessing another 13.9 percent, local lenders realized a total of 38.7 percent of the City’s residential mortgage business in 2011. The remaining 61.3 percent went to lenders who do not have offices or branches in Greenville. This means that the residential real estate lending marketplace in Greenville is controlled by remote lenders.

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Five Largest Lending Institutions

Institution	% Market Share 2011
Branch Banking and Trust	21.2%
Wells Fargo	17.2%
State Employees Credit Union	7.3%
Bank of America	5.6%
RBC Bank	4.6%

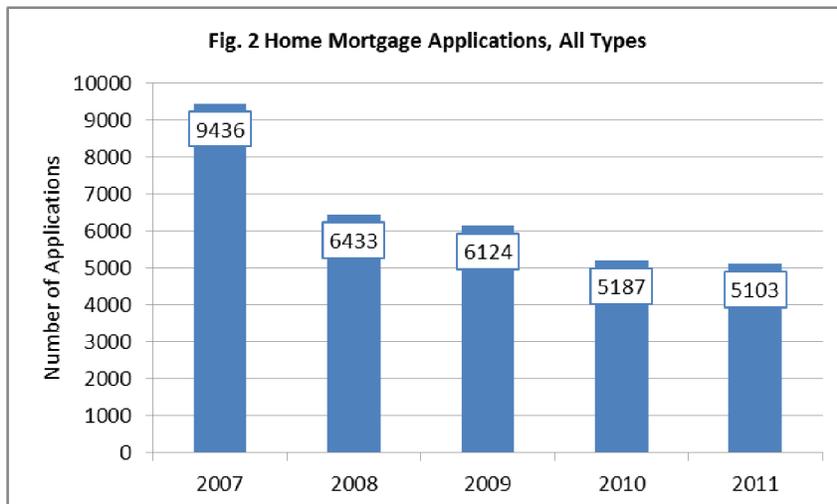
Source: HMDA, 2011

Sited throughout the City along the path of several high-traffic routes, the above lenders are readily accessible by residents at lower income levels, as well as more affluent borrowers. Greenville's highest-volume lenders are scarcer in high-income tracts. However, affluence allows prospective borrowers greater access to other sources of funds, such as might be found through remote or on-line brokers, who accommodate their needs remotely without the need for face-to-face interaction.

The statistical databases used for this analysis were up-to-date census data and the Home Mortgage Disclosure Act (HMDA) data for the years 2007 to 2011, inclusive. HMDA data on loan activity are reported to document home purchase, refinancing, and home improvement loans. The broadest measure of lending activity is total market activity, which covers all three categories of home loans (purchase, refinance, and home improvement). In this report, if the loan purpose is not specified in the text or figures, the reference is to total market activity. The applications represented in Figure 2 are for all loans: conventional, government-backed, refinance, home improvement for owner-occupied, single-family dwellings.

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Source: HMDA, 2007-2011

Loan Applications

Percent Change 2007 to 2011

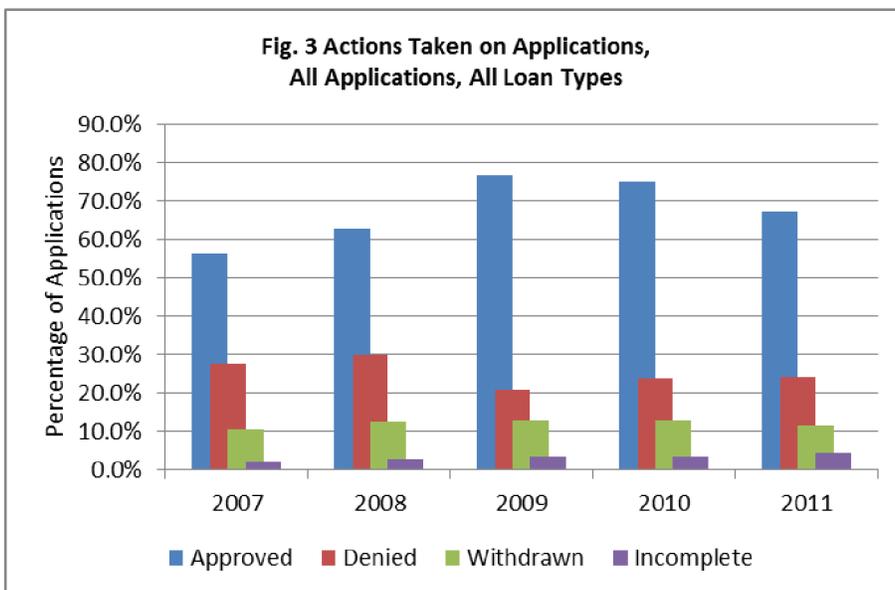
While 2007 showed a continued rise in loan applications over prior years, a subsequent overall market decline followed. This market decline was driven by a housing downturn and increased defaults and foreclosures. This led to fewer mortgage applications. Loan applications in Greenville dropped 31.8 percent between 2007 and 2008 and continued to decline over the next three years. Between 2007 and 2011, loan applications in Greenville declined a total of 46 percent.

2007-2008	-31.8%
2008-2009	-4.8%
2009-2010	-15.3%
2010-2011	-1.6%

From 2007 to 2009, approval rates on mortgage applications increased steadily (Figure 3); however, these approvals were made on a significantly smaller pool of loan applications as show in Figure 2.

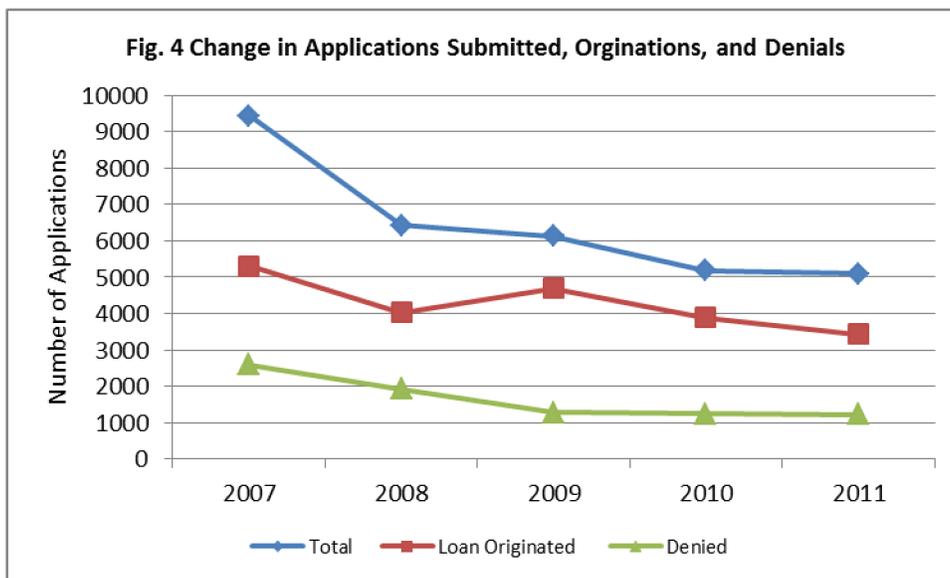
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Source: HMDA 2007-2011

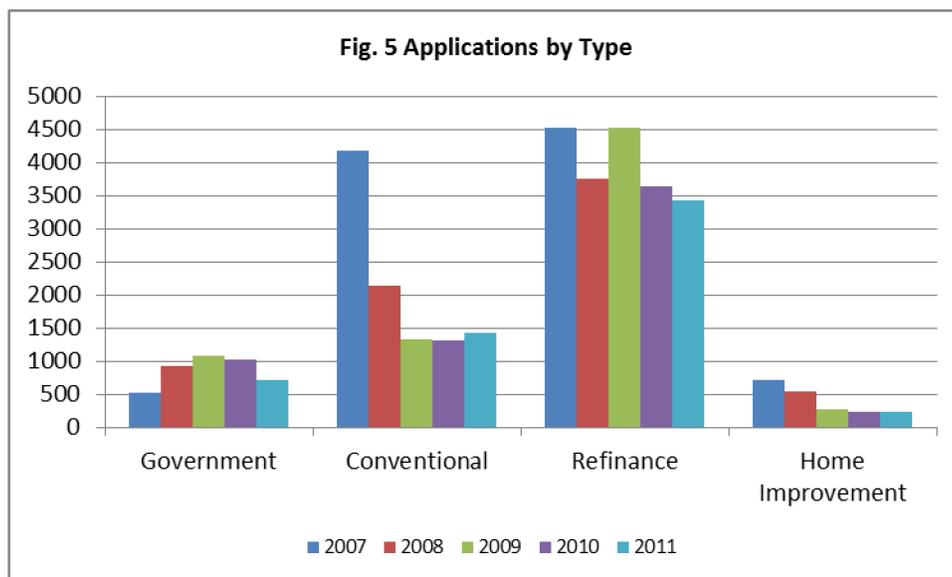
Figure 4 shows the relationship among of the number of applications, approvals, and denials for the five-year period in Greenville. In contrast to Figure 3, which shows that the *percentage* of applications approved out of those submitted slightly increased each year, Figure 4 shows that the overall number of loans approved continued to decrease throughout the five year period. Approvals and denials largely kept pace with the exception of 2009. In 2009, the number of approvals compared to denials spiked slightly.



Source: HMDA, 2007-2011

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One factor that might contribute to a change in the rate of loan originations is the difference in the types of loans applicants seek. A review of applications by type (Figure 5) reveals that, generally, refinancing is the most sought-after loan type. Refinancing is commonly thought of as a way for homeowners to access cash. Refinancing applications generally stayed constant with small spikes in 2007 and 2009. Conventional loan applications, however, declined significantly over the five year period falling from 4,132 applications in 2007 to 1,316 applications at the lowest point in 2010. Overall conventional loan applications decreased nearly 66 percent between 2007 and 2011 in Greenville. However, as the conventional mortgage market tightened and the subprime market contracted, applicants sought federal government insured or guaranteed mortgage loan programs, such as those offered by FHA and VA, to finance their homes. Government-backed loan applications steadily rose over this period increasing over 50 percent between 2007 (525 applications) and 2009 (1083 applications). Home improvement loan applications, in general are the least sought-after product and saw a steady decline over the five year period, which is likely attributable to the overall market contraction.

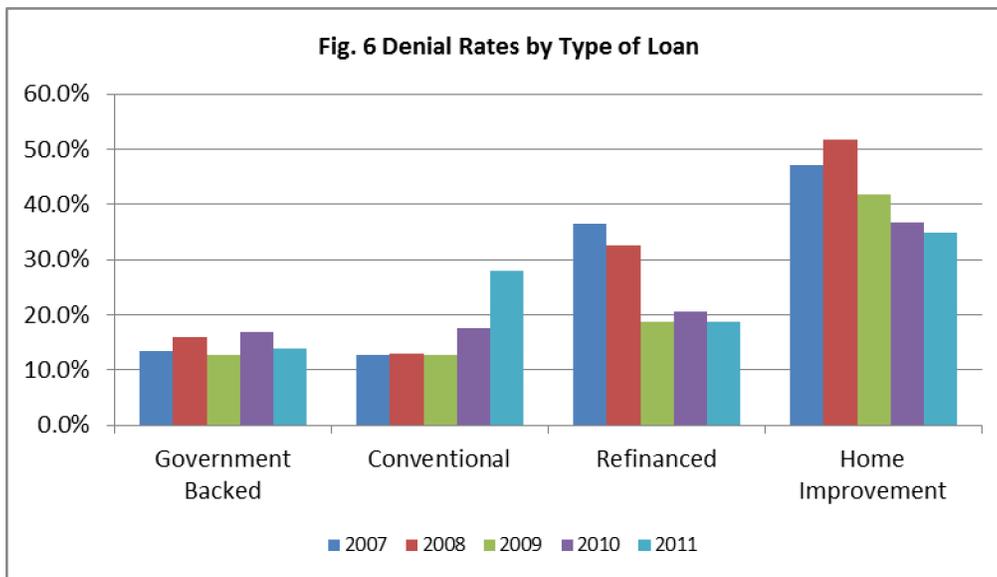


Source: HMDA, 2007-2011

Conventional home purchase loans are a strong indicator of how many families are able to purchase single-family housing in the City. The denial rate for these loans has risen over 15 percent since 2007 from 12.6 to 28 percent with sharp increases in 2010 and 2011 (Figure 6). This variation is likely due to the overall instability of the mortgage

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market in recent years. Government loans maintain their position as the most stable in terms of rate of denials with rates ranging between 13.3 percent and 17 percent, but settling back to 13.8 percent in 2011.



Source: HMDA, 2007-2011

Applicants for both refinance and home improvement loans already have equity in their homes and have histories as borrowers. For these reasons, securing additional financing ought to be easier. In general, there are two reasons why homeowners apply for refinance loans. One involves borrowing funds in the amount of the existing mortgage at a lower interest rate so that the homeowner's monthly mortgage payment is lower. Certainly, this type of loan is favorable, since the homeowner will be spending less income on the home's mortgage and, theoretically at least, more money in the local economy. The second type is one in which the homeowner extracts accumulated equity in order to afford a large-ticket expense, such as a wedding or a new vehicle, or to consolidate accumulated smaller debts. This type of refinance can be viewed less favorably, since the owner is disinvesting in the property by withdrawing accumulated wealth. From a lender's point of view, this reduction in the owner's equity represents a higher risk for the lender. Denials for refinance loans decreased over the period since 2007 from 36.6 percent to 18.8 percent.

Historically home improvement loan applications appear to have had the highest rate of denials, but this may be due to the fact that lenders use the home improvement category to report both second mortgages and equity-based lines of credit. Although home improvement loans may be a means for financially ailing homeowners to generate funds for needed repairs, in Greenville, denial rates spiked in 2008, increasing to 51.8 percent before falling to 35 percent by 2011. Nearly 15 percent of Greenville's housing

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stock is more than 50 years old. Reinvestment in the form of home improvement is crucial to maintaining the supply of comfortable—and ultimately sellable—homes. Without improvements, homeowners are unable to command a fair market value once they decide to sell. Decreasing denial rates on these types of loans may reflect changing policies in the lending industry.

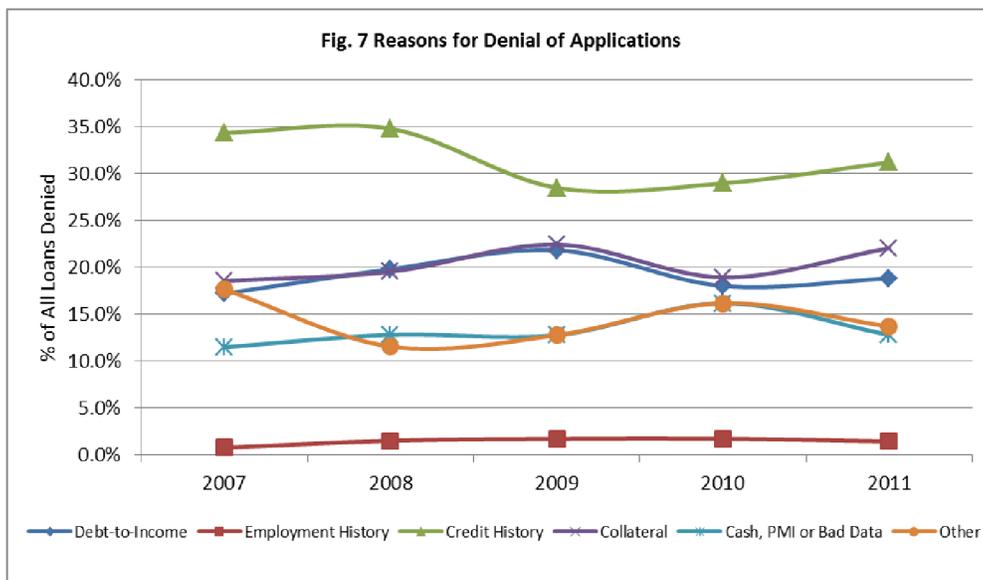
When loans are denied, lenders record the reasons for these decisions. Figure 7 shows the percent of denials by reason for the period from 2007 to 2011 for all loans of all types. Figure 7 reveals the fluctuations across all reasons for denial over this period, which is likely the result of lenders adjusting standards to the changing mortgage market. Overall, however, the most common reason for denying loans continues to be the applicant's Credit History. Although this rate has been holding steady at around 30 percent after a peak of 34.8 percent of all denials in 2008, it is still the most common reason, at 31 percent in 2011. Collateral and Debt to Income Ratio peaked as reasons for denial in 2009, each rising about 4 percentage points respectively. While rising to a recent high level of over 16.2 percent in 2010, the combined value of insufficient cash, unverifiable information, and an incomplete credit application has been relatively steady at 12.8 percent over three of the last four years. The "Other" reasons category of denials showed variation across the period ranging from a high of 17.7 percent in 2006 to a low of 12.8 percent in 2009.⁷

Employment history continues to be the least common reason for denials, and remained relatively stable between 1.4 and 1.7 percent of denials over the past four years.

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⁷ According to FFIEC's "A Guide to HMDA Reporting- Getting it Right!," the "Other" category addresses "length of residence, temporary residence, and other reasons." "Reasons for denial" is an optional category except for those institutions regulated by OTS and Office of the Comptroller of the Currency.

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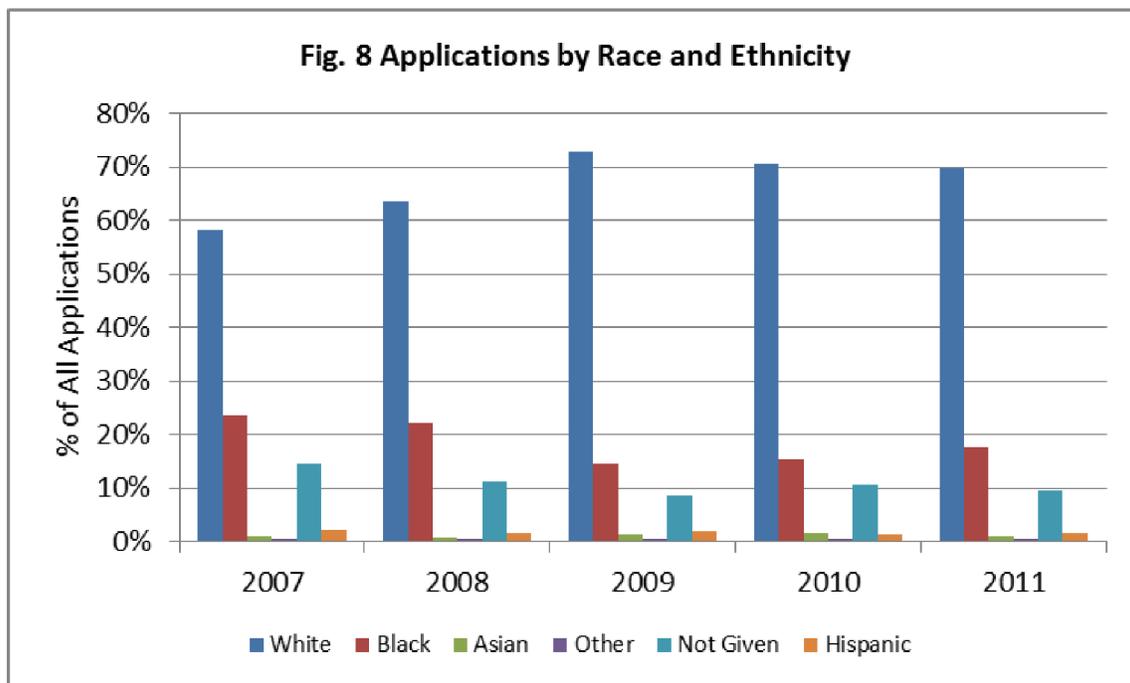


Source: HMDA, 2007-2011

Ideally, the percentages of loan applications received would mirror the percent of population of each racial group. As described in the demographic section, the 2010 population of Greenville is comprised of 56.3 percent White and 37 percent Black residents. However, in Greenville there is disparity between loan applications received from Blacks and those received from Whites. In 2011 the percent of applications made by white consumers was 70 percent, up from a low of 58 percent in 2007 (Figure 8). At the same time, the rate of applications from Black consumers decreased from 24 percent in 2007 to recent lows of 15 percent in 2009 and 2010. Applications by Black consumers showed a slight rise to 18 percent in 2011. Still, in an area where African-Americans comprise nearly over 37 percent of the population, these percentages show that Black applicants are underrepresented and have shown withdrawals from the market generally over the past five (5) years. This fact should be an area of concern for the City of Greenville.

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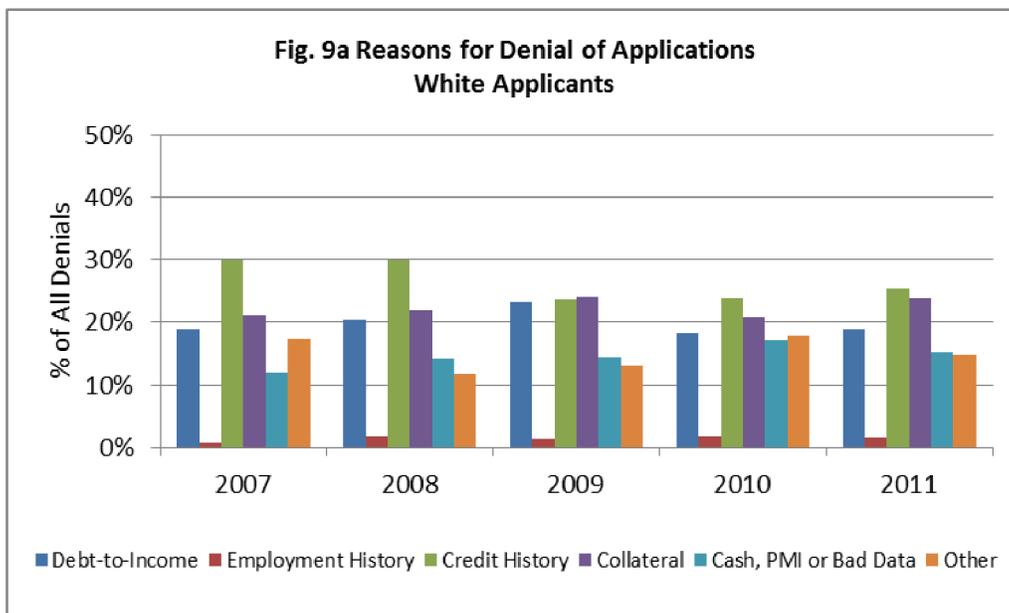


Source: HMDA, 2007-2011

Reasons for denial among White applicants only is depicted in Figure 9a. Unacceptable credit history maintains its position as the most common reason for denial. A clear decline is apparent from 2007 (30.0 percent) to 2011 (25.0 percent). Insufficient collateral has been on the rise in recent years as the second most common reason for denial (24 percent in 2006). Debt-to-Income ratios were the third highest reason for denial and represented 19 percent of denied applications in 2011. “Other” reasons for denial have fluctuated over this period, ranging from a low of 12 percent in 2008 to a high of 18 percent in 2010. The rate for the combined category of insufficient cash, unverifiable information, and inability to secure private mortgage insurance and incomplete applications fluctuated from a low of 12 percent in 2007 to a high level of 18 percent in 2005.

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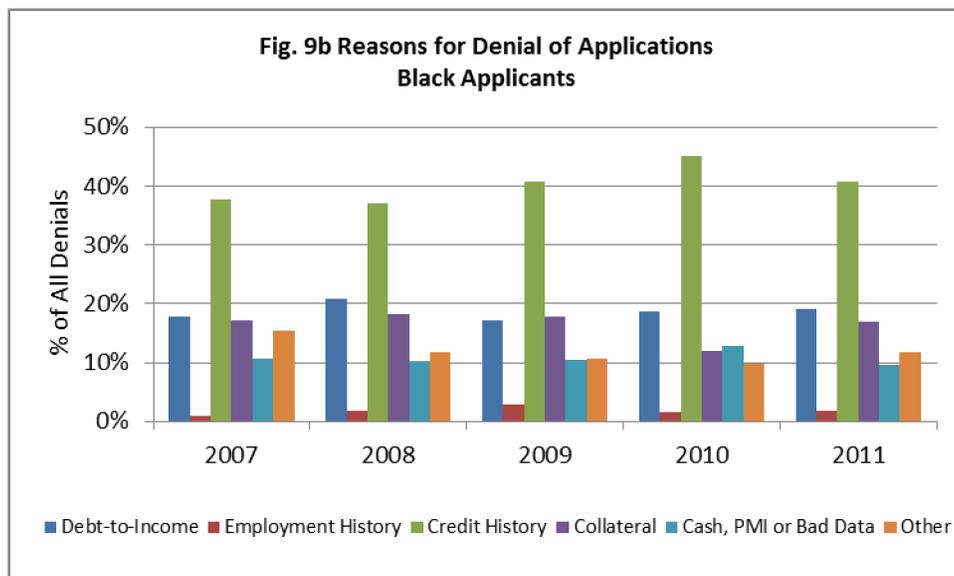
Section V: Fair Housing and Greenville’s Private Sector



Source: HMDA, 2007-2011

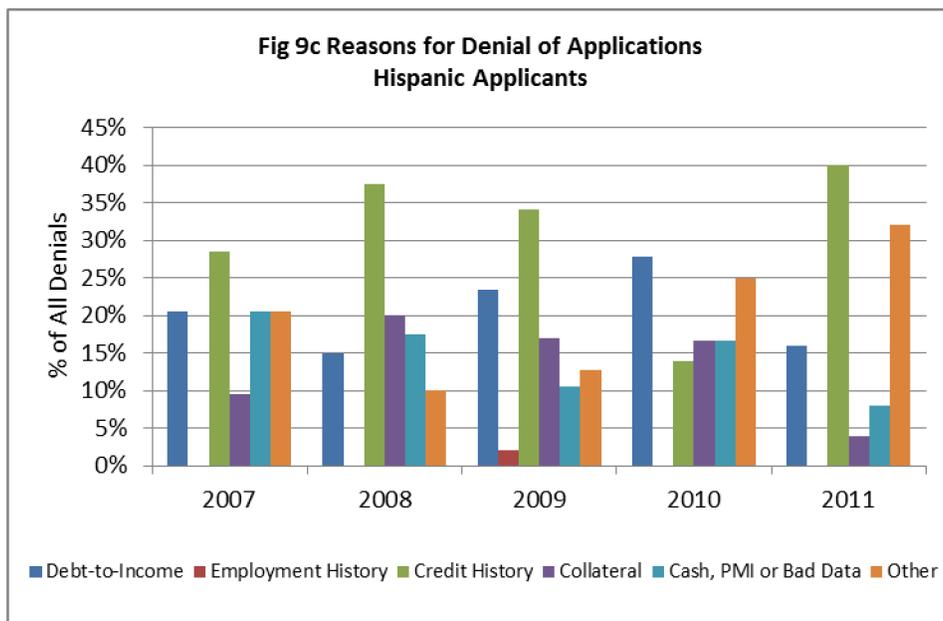
As with White applicants, credit history was the most common reason for loan denials among Black applicants (Figure 9b) but at higher rates than for White applicants. The rate of denials for this reason ranged from a low of 37 percent in 2008 to a high of 45 percent in 2010, ending at 41 percent in 2011. This rate is 16 points higher than for White applicants in 2011. Denials based on Debt to Income Ratio emerged as the second most frequent reason for denials among Black applicants, ranging from a low of 17 percent in 2003 to its highest point of 19 percent in 2010 and 2011 with a peak of 21 percent in 2008. When compared with White applicants, the range in percentages is comparable in this category. Insufficient collateral was next in frequency among Black applicants and generally ranged between 17-18 percent except for a dip in 2010 to 12 percent. This rate is lower than for White applicants where this reason for denial ranged between 21-24 percent over the same period. The combined category of insufficient cash, unverifiable information, inability to secure private mortgage insurance and incomplete applications ranged from 12 to 17 percent but held steady between 14-15 percent during three (3) of the years amid this period when applications from black applicants were denied for this reason. Employment History continues to be the least frequent reason for denials for both White and Black applicants.

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Source: HMDA, 2007-2011

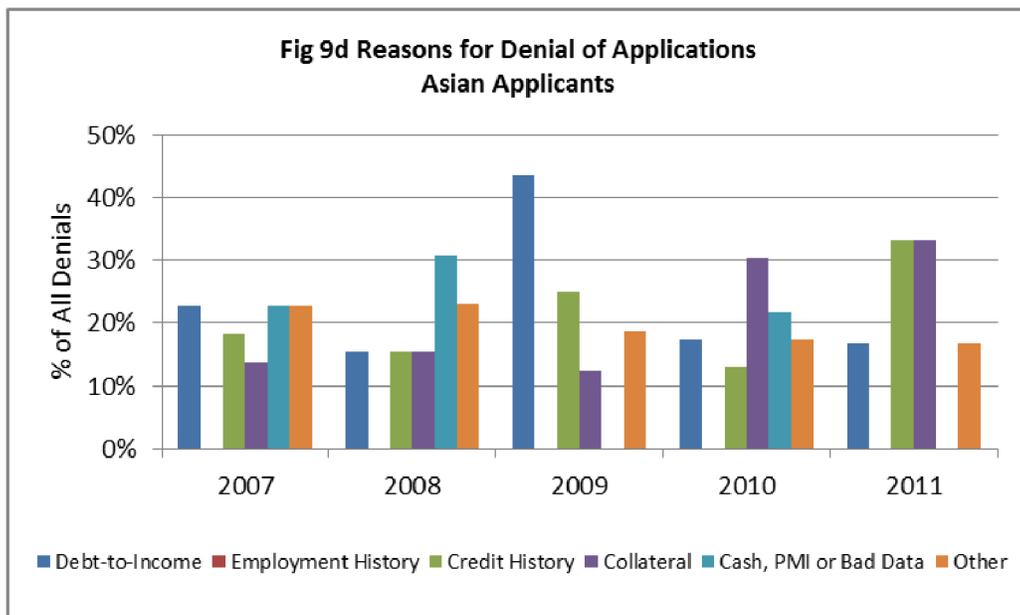
Figure 9c illustrates denial reasons for Hispanic applicants; however, their very small numbers make meaningful analysis difficult. Applications from Hispanics declined significantly over a five (5) year period in Greenville, falling from 63 applications in 2007 to 25 in 2011, or a decrease of 60 percent.



Source: HMDA, 2007-2011

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Asian applicants are also rather infrequent in Greenville and show the same decline as Hispanic applicants. In 2007 there were 22 Asian applicants. In 2011 the number decreased to 12, or a decrease of nearly 50 percent. As with Hispanic applicants, identifying trends over the five (5) year period is difficult. Figure 9d illustrates their denial reasons over the analysis period.



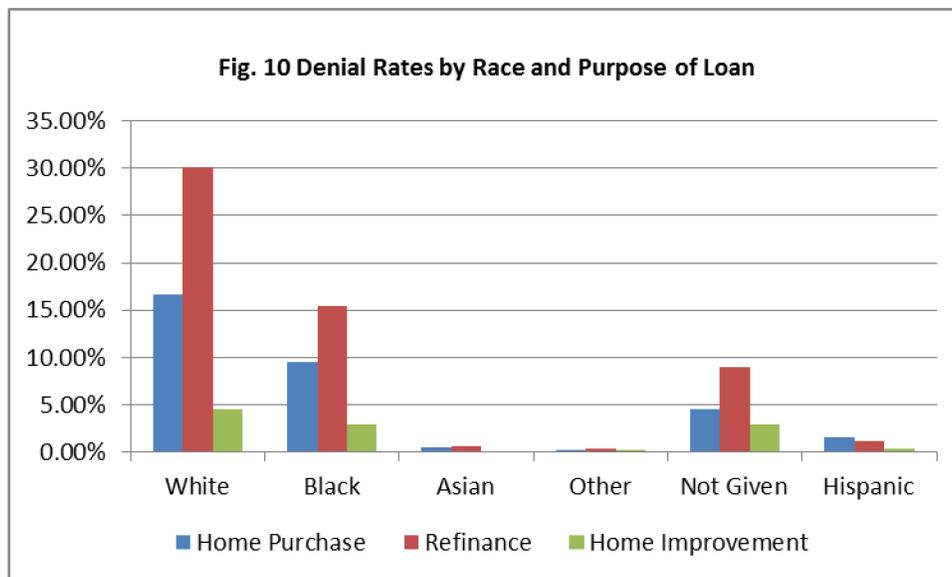
Source: HMDA, 2007-2011

With the exception of Credit History and Collateral, reasons for denial across the races generally mirror those for all races combined (Figure 7). However, credit history denial rates in Greenville exceed the national rates for Black and Hispanic applicants. For White applicants, however, Credit History denial rates are below the national average with Collateral being above the national rate. For instance, in 2011 Credit History denial rate on the national level across all loans was 30 percent for White applicants, 36 percent for Black applicants, and 30 percent for Hispanic applicants. In Greenville, however, Black and Hispanic rates were 41 and 40 percent respectively. Rates for denial based on Credit History for White applicants in Greenville in 2011 were 25 percent. While this data may suggest that the economic downturn had a more severe impact on the credit ratings of Black and Hispanic applicants in Greenville, it’s a trend that may suggest harsher scrutiny of the Credit History of Black and Hispanic applicants as compared to White applicants.

When examining the denial rates by the loan type (purchase, refinance, or home improvement), White applicants were denied more often than were Black applicants

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among those who reported their race (Figure 10). However, White applicants represent a higher percentage of applicants overall. Further, a crucial caveat in these data is the very large percentage of applicants whose race was not reported, particularly among those seeking loans to refinance. With nearly 10 percent of applicants for refinance loans and an additional 5 percent of those seeking home purchase loans not reporting their race, any conclusions attempted from comparing data from Black and White applicants in these areas will be critically flawed. Nonetheless, this is an area that merits continued attention.



Source: HMDA, 2007-2011

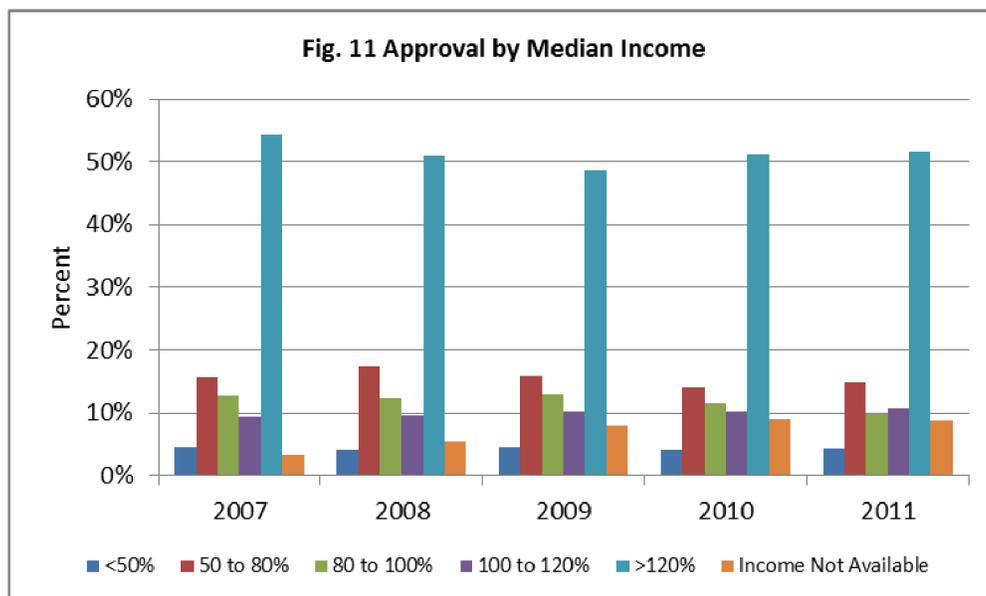
Low- and moderate-income households make up a substantial portion of Greenville’s total households. According to the description in the demographic section of this report, 16.0 percent of all households in Greenville earn less than \$10,000. The second highest earning level was \$15,000 to \$24,999, with 14.7 percent of households at this level. As compared to a median income of \$34,134, this meant that 30.7 percent of the population earned less than 73 percent of this amount. Because homeownership is the primary way of increasing personal net worth and assets, for these households access to credit for home loans is essential.

In Greenville, of the 5,306 loans approved in 2007, just 17 percent went to low- and moderate-income borrowers combined: 5 percent to those households earning less than 50 percent of the area’s median income and 16 percent to those earning from 50 percent to 80 percent (Figure 11). Of the 3,438 loans approved in 2011, this combined percentage had increased to 19 percent: 4 percent to those households earning less

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than 50 percent of the area’s median and 15 percent to those earning from 50 percent to 80 percent

Understandably, those whose earnings exceed 120 percent of the area’s median would be more likely to secure loan approval. Figure 11 below illustrates the great disparities that exist among income levels. In no year over the last five (5) years in Greenville have more than 17 percent of applications been approved among any income group except those earning over 120 percent of the median income. Applicants in the group earning over 120 percent of the median income had approval rates of between 49 and 54 percent during this period.



Source: HMDA, 2007-2011

On average during this period, about 7 percent of applicants’ incomes are not available. While there are several reasons why incomes may not be reported, it is unlikely that these applicants would be from low- or moderate-income levels. Applicants who earn incomes near the median are more likely to be required to verify income; whereas, those at the highest level often do not face this requirement. It is, therefore, almost certain that this additional 7 points refers to the highest earners. This means that an additional 7 percentage points can be added to those of higher income groups, illustrating an even further disparity among income groups in loan approvals.

An examination of origination rates by income by race can prove to be a revealing tool. The uppermost bars on the graph shown in Figure 12 represent the rate of originations in 2011 for each income group (Low/Mod, Middle and Upper), regardless of race.

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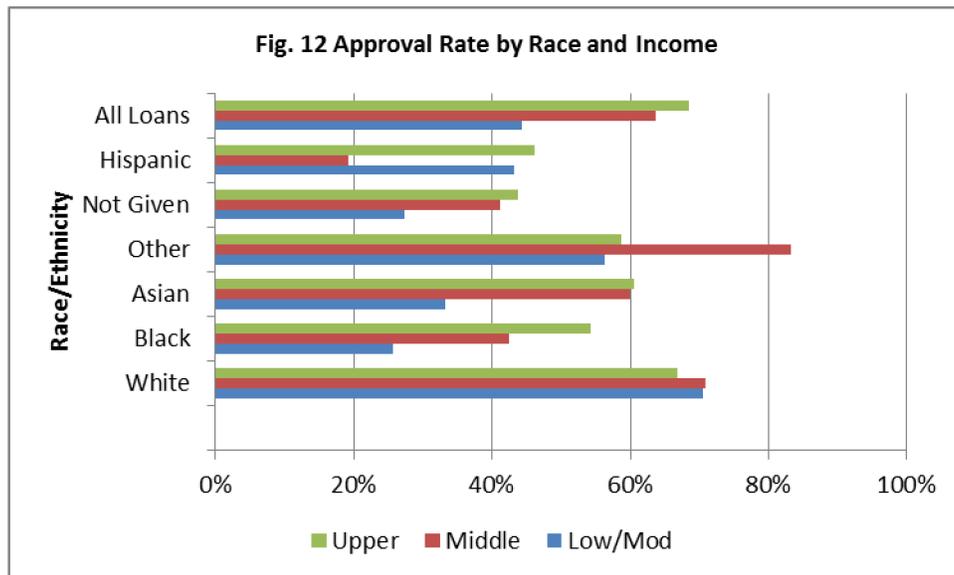
White applicants were well above the mean at all income levels (34 points, overall). Black applicants were below the mean at all income levels. Overall, Black applicants fell nearly 53 points below the mean.

Asian applicants fell slightly below the mean across all income levels, with percentages falling under the mean between 11 and 4 points. Overall, Asian applicants fell 63 points above the mean.

While those who described their race as Other were significantly above the mean in the low/moderate and middle- income levels (12 and 19 points above, respectively), the small number of applicants that fall in this category make meaningful analysis difficult.

Applicants who did not specify their race fell far below the mean at all income levels, with an aggregate difference of 64 points. These low approval rates among low-income applicants who did not specify race might be more a function of income and other measures of creditworthiness than of race, but we cannot be certain, since there is no way to know who declined to specify race.

Hispanic applicants who earned below 80 percent of the area’s median income experienced approval rates around the same as the mean. However, Middle earners fell significantly below the mean (45 points) and Upper level earners were also less likely to have loans originated, and differ from the mean by 22 points. As with applicants in the Other race category, the volume of Hispanic applications was small in comparison to White and Black applicants, therefore, it is difficult to analyze trends from this data.



While this analysis reveals distinct differences in rates of origination, it is often difficult to disentangle race from income. Still, there appears to be evidence that race plays a role

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in loan approval in Greenville, which may or may not be specifically attributable to overt discrimination in lending.

Conventional wisdom points to structural factors that serve to restrict access to the services that accompany participation in the homeownership and mortgage arenas. When prospective homebuyers are prevented from accessing the appropriate opportunities, structural discrimination takes place. Obvious examples of these factors may be steering in the real estate industry, a lack of earning opportunities in the labor market, or too few educational opportunities that can lead to incomes that might improve creditworthiness. While these examples are easy to cite, most structural discrimination is quite unintentional, very subtle, and extremely difficult to identify.

Alternative Lending Sources

While conventional lenders focus their marketing efforts on consumers with few or no credit blemishes (those with "A" credit), an alternative source of loan funds for consumers with lower credit scores ("B" or "C" credit) is sub-prime lending institutions. While sub-prime lenders simplify the application process and approve loan applications more quickly and more often, these lenders also charge higher interest rates to help mitigate the increased risk in lending to consumers with poorer credit histories. Interestingly, consumers who borrow from sub-prime lenders often do qualify for loans from conventional lenders, but succumb to marketing tactics that encourage them choose sub-prime institutions over conventional. Recent studies by Freddie Mac, the government-sponsored entity that purchases mortgages from lenders and packages them into securities that are sold to investors, show that between 25 percent and 35 percent of consumers receiving high cost loans in the sub-prime market qualify for conventional loans. This may be a result of the loss of conventional lenders in the community. Having fewer lenders from which to choose, consumers select those that are conveniently located, even at a higher price.

Another source of loans is check cashing or "payday" lenders. Check cashing outlets (such as currency exchanges) cash payroll, government, and personal checks for a fee. Their popularity increases as customers lose access to banks or cannot afford rising fees associated with the inability to maintain minimum balance requirements. Consumers use these outlets for their banking needs and are charged for the services they receive. These businesses offer temporary "payday loans" by accepting a postdated check from the customer, who receives the funds immediately, minus a fee. When used regularly, these fees can equate to double-digit interest rates.

Although these services tend to be located in areas of highest minority and low-income concentration, they are also found in very close proximity to local lenders. Customarily, however, they fill the void left by banks that have moved from the area.

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While most sub-prime lenders serve a need by targeting borrowers with sub-par credit histories, some go too far. Those that do are known as predatory lenders. Lending becomes predatory when lenders target specific populations (such as low-income, minority, or elderly homeowners), charge excessive fees, frequently refinance the loan, and often mislead the borrower. Since wealth is often tied to property ownership, this system threatens to deprive residents of their assets by overextending their home's equity and, in some cases, foreclosing on the homes of people who cannot afford the high interest rates and associated fees.

Mainstream financial institutions often unwittingly exclude the very groups targeted by predatory lenders when they market loan products. Additionally, unknowing consumers find themselves at a disadvantage due to a lack of financial savvy. The lending process can be complicated, and often consumers are ill prepared to deal with the large volume of paperwork required for the loan process. Most predatory lenders use their clients' inexperience to their advantage, and do not provide quality counseling for consumers seeking their products. They use the consumers' ignorance as their opportunity to reap profits. In the end, borrowers pay substantially higher interest rates and purchase unnecessary credit, life, and disability insurance products.

Sub-prime lenders charge higher rates to compensate for higher risk. While these types of loans and lenders provide an important service to those without opportunities, these institutions have been associated with predatory lending nationally and are a source of potential concern locally. When compared to the list of sub-prime lenders provided by HUD, there were none identified within the City limits of Greenville through this analysis. However, owner-occupied home purchase loans that were originated in 2011 that qualified as a higher priced loan⁸ were analyzed for the Greenville MSA. The following table shows the percentage points above the average prime offer rate for loans by race, ethnicity, and income in 2011.

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⁸ "On July 14, 2008, the Federal Reserve Board announced amendments to Regulation C that revised the rules for reporting price information on higher - priced loans. For loan applications taken prior to October 1, 2009, HMDA required lenders to compare the annual percentage rate (APR) on the loan to the yield on a Treasury security with a comparable term to maturity to determine whether a loan was required to be reported as higher - priced. If the difference exceeded 3 percentage points for a first lien loan or 5 percentage points for a junior lien loan it was classified as higher - priced and the rate spread was reported. Under the amended rule, lenders instead compare the APR on the loan to a survey - based estimate of APRs currently offered on prime mortgage loans of a comparable type. Lenders then report the spread if the spread is equal to or greater than 1.5 percentage points for a first - lien loan or 3.5 percentage points for a subordinate - lien loan. The revised reporting methodology applies to Loan applications taken on or after October 1, 2009 and for loans that close on or after January 1, 2010, regardless of their application dates." Retrieved July 29, 2013 at http://www.ffiec.gov/hmda/pdf/HMDA_2009Disc_Changes.pdf

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Percentage Points Above Average Prime Offer Rate (includes only loans equal to more than 1.5% above the Average Prime Offer Rate)		
	Mean	Median
RACE		
Asian	1.91	1.91
Black or African American	2.27	1.75
White	1.81	1.75
Joint (White/Minority Race)	1.79	1.79
ETHNICITY		
Hispanic or Latino	2.65	2.65
Not Hispanic or Latino	1.84	1.75
Joint (Hispanic or Latino/Not Hispanic or Latino)	1.52	1.52
White, not Hispanic	1.80	1.75
Other, including Hispanic	2.16	1.78
INCOME		
Less than 50% of MSA Median	2.24	1.78
50-79% of MSA Median	1.80	1.75
80-99% of MSA Median	1.67	1.66
100-119% of MSA Median	1.95	1.81
120% of more of MSA Median	1.81	1.74

As shown in the table, mean percentage points above average prime offer rates range from 1.67 percent to 2.65 percent. In the category of race, rates for Black or African American borrowers had a mean percentage above the average prime offer rate of 2.27 percent, or almost half a percentage point higher than for White borrowers. Data for ethnicity shows that Hispanic borrower rates had a mean of 2.65 percent above the average prime offer rate, or .8 percent higher than the percentage above prime for Non-

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Hispanic borrowers. Further, borrowers earning less than 50 percent of the MSA Median income had a mean percentage above prime of 2.24 percent, while the mean rate for all other incomes ranged between 1.65-1.95 percent percentage points above prime. These data do not conclusively prove that predatory lending has been targeted toward selected racial and ethnic minorities or incomes, only that such inequitable shares exist and should be of concern to Greenville policy makers and bankers alike.

Advertising

In the context of fair housing, discriminatory advertising is any advertising that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national original, or an intention to make any such preference, limitation, or discrimination. Overt or tacit discriminatory preferences or limitations are often conveyed through the use of particular words, phrases, or symbols.

A general review of several local Greenville online publications and print publications showed no systematic attempt to exclude particular demographic groups. Still, there were several incidents found that suggest that there is a need for fair housing training review sessions for real estate agents, mortgage brokers, other significant players in the real estate market, and the local press.

While a review of print publications, including The Real Estate Book for Greater Greenville, NC, Volume 22, Issue 10 (For sale homes), Apartment Finder for Greater Greenville, NC, Fall 2013, and The Daily Reflector newspaper dated Saturday, September 21, 2013, revealed no concerns, a review of advertisements in the online classified section of The Daily Reflector revealed a general absence of the HUD or Fair Housing logos. The HUD Equal Housing Opportunity logo appeared in just one apartment complex's advertisements in the daily classified section. The logo does not appear anywhere else in these issues.

An analysis of the apartment listings in the local Greenville online newspaper revealed more inclusive descriptions than exclusive, including close proximity to schools, units for persons 65 and over, and handicap accessible units. Statements such as these affirm fair housing by reaching out to elderly and disabled residents and families with children.

A review of two online apartment search sites for rentals in the Greenville area, www.apartmentguide.com and www.apartmentfinder.com, showed that listings did not include the fair housing logo or any fair housing statements. The listings, however, included links to the property management websites, which did include HUD's fair housing logo consistently.

No models are used on the search sites and few are used on the property management sites, which lessens any opportunity for suggestive advertising.

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The General Public

The City of Greenville conducted a survey designed to address a wide variety of issues related to fair housing and affirmatively furthering fair housing. The purpose of the survey, a relatively more qualitative component of the analysis of impediments, was to gather the knowledge, experiences, opinions and feelings of stakeholders and interested citizens regarding fair housing. The survey served as a vehicle for gathering information on fair housing problems in the public sector, perceptions of public policies and practices and their impact on fair housing as well as any possible codes or regulations that might be perceived as barriers to fair housing choice in Greenville.

Respondents

The survey, which was conducted online and in paper form, received a total of ten (10) responses from agencies and seventy-one (71) responses from residents. Two (2) of the resident responses were not complete. Agencies and residents were provided different survey questions. Agencies solicited for participation included representatives of: housing groups, minority organizations, disability resource groups, real estate and property management associations, banking entities, and others groups involved in the fair housing arena. The announcement and survey link were posted on the City's website.

Most questions in the survey required simple "yes," "no," or "don't know" responses, although some questions allowed the respondent to offer written comments.

Because of the relatively small number of respondents and the concentration of respondents in certain categories, it is difficult to assess trends or extrapolate the results to the wider population. The results, however, may help to illuminate issues to be pursued by the City.

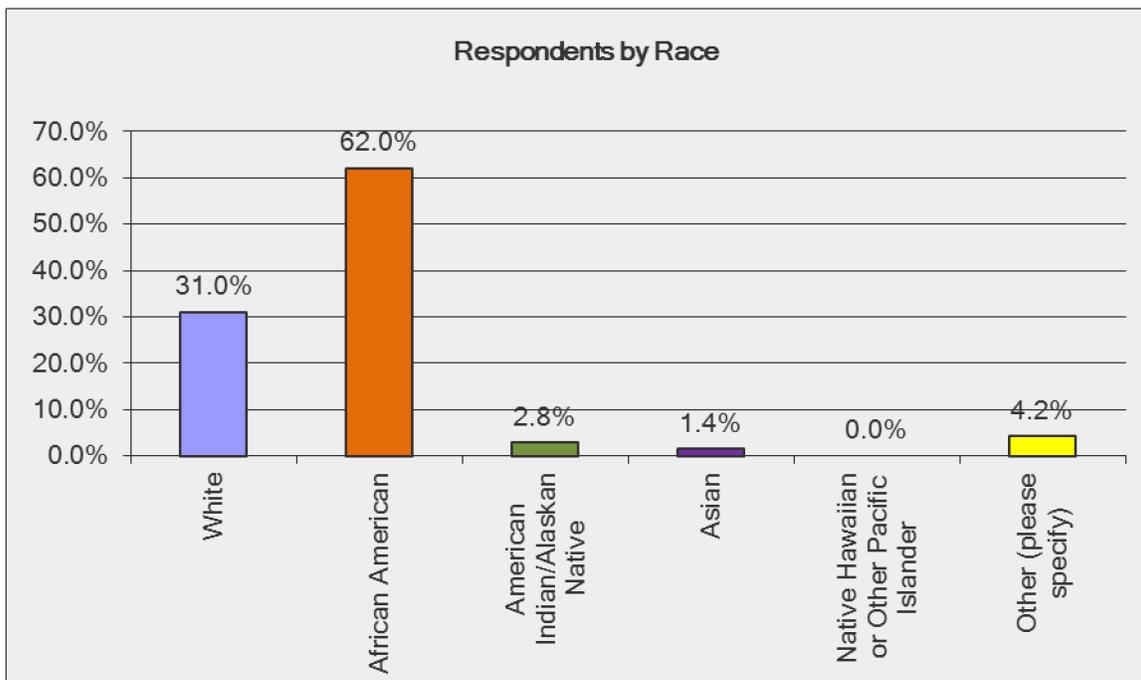
The survey asked agency respondents to identify their role in the housing industry. Responses are presented in the following table. Only six (6) of the ten (10) agency respondents completed this question. Responses came from a range of industry types with realtors representing two (2) of the agencies.

Agency Respondents by Industry

Industry	Number of Respondents
Housing Counselor	1
Housing Provider	1
Legal Provider	1
Realtor	2
Community Development Financial Institution	1

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As noted, seventy-one (71) residents of Greenville completed the survey. Of these respondents, fifty-eight (58) were female and thirteen (13) were male. The races of those completing the survey are provided in the figure below. Forty-four (44) of the respondents were African American (62%) and twenty-two (22) of the respondents were White (31%). Additionally, three (3) respondents (4.2%) identified themselves as Hispanic, two (2) respondents (2.8%) identified themselves as American Indian/Alaskan Native, and one (1) identified itself as Asian (1.4%). One (1) respondent identified as both White and African American. Further, eleven (11) respondents identified themselves as disabled.



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With respect to age, the largest number of respondents fell in the 18-24 year old category (21 respondents), which follows the Greenville populations' general age distribution percentages. The 25-34 and 35-44 year old categories included the same number of respondents with 14 in each category. Seventeen (17) respondents fell within the 45-64 year old category. Five (5) respondents fell in the 65 and up category.

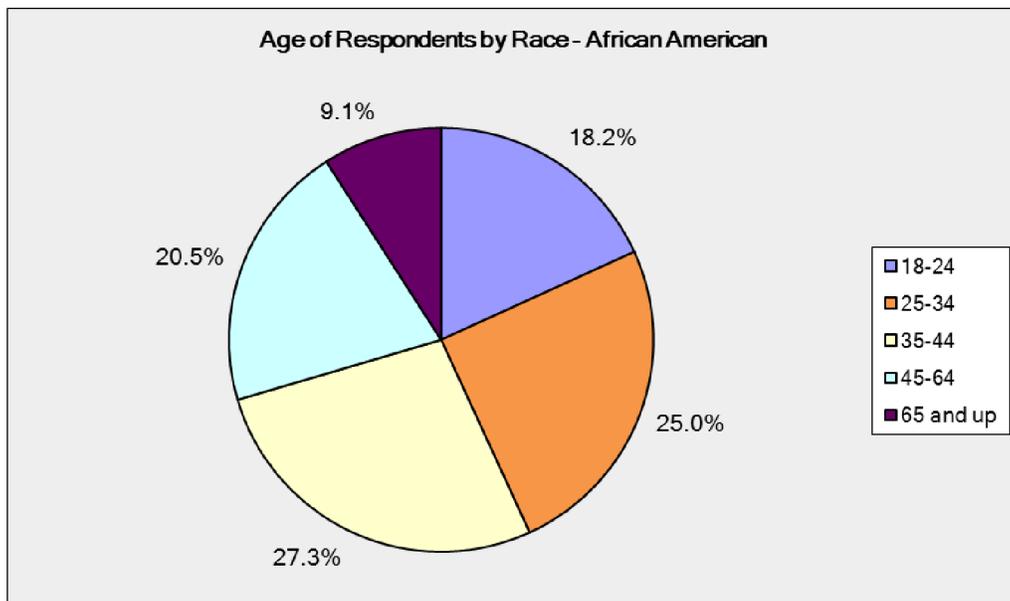
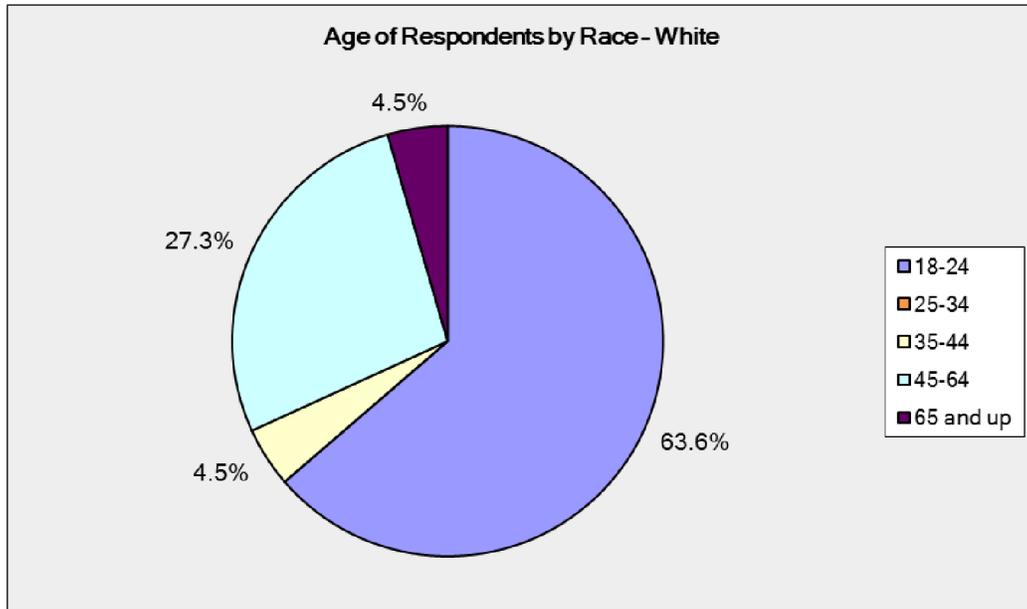
Resident Respondents by Age

Age	Number of Respondents
18-24	21
25-34	14
35-44	14
45-64	17
65 and up	5

In comparing age to race, the majority of white respondents fell in the 18-24 year old category (14 of 22 respondents.) No white respondents fell in the 25-34 year old category, one (1) fell in the 35-44 year old category, six (6) fell in the 45-64 year old category, and one (1) fell in the 65 and over category. In contrast, African American respondents were more evenly distributed with eight (8) of the forty-four (44) respondents reporting that they were 18-24 years old, eleven (11) reporting 25-34 years old, twelve (12) reporting 35-44 years old, nine (9) reporting 45-64 years old, and four (4) reporting 65 and over. The figures below illustrate these results.

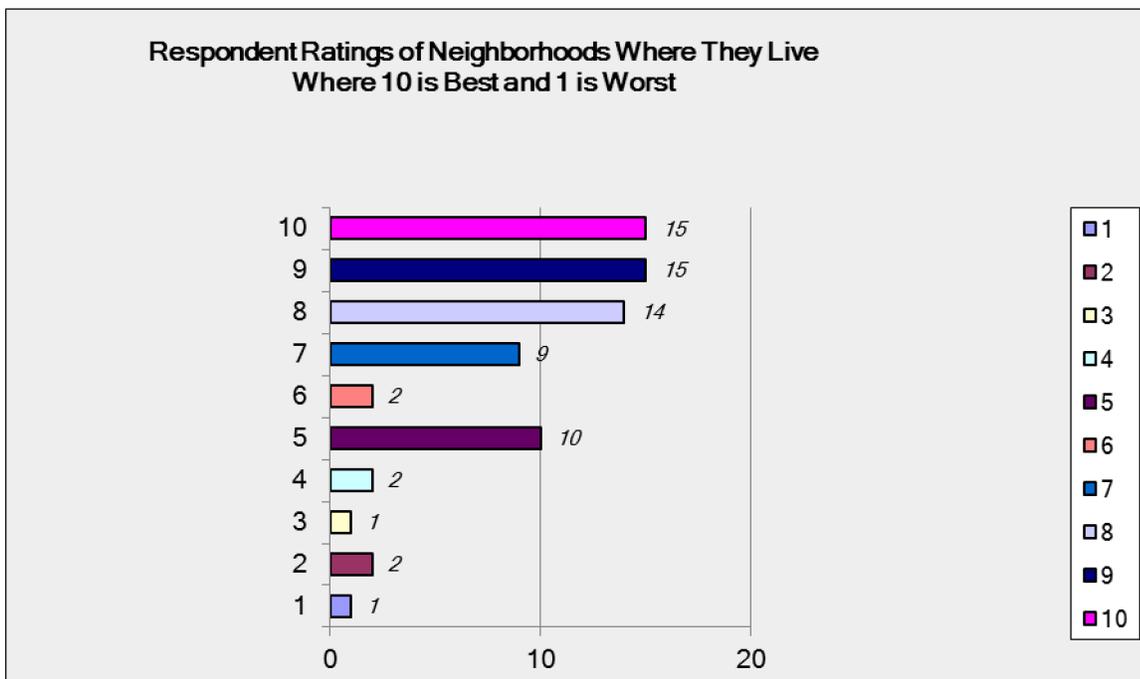
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When asked to rate their neighborhood on a scale of 1 to 10 where 10 is the best and 1 is the worst, 65 of the 71 respondents, or about 91.5 percent, rated their neighborhood as a 5 or above and nearly 75 percent of the respondents rated their neighborhoods as a 7 or above (see Figure 16 below).

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In comparing neighborhood ratings to the race of respondents, all except one White respondent rated their neighborhood as above a 5. This one White respondent that rated its neighborhood below 5 fell in the 65 and over age category and gave a rating of 1. The percentage of White respondents that rated their neighborhood as a 7 or above was nearly 91 percent. In contrast, 73 percent of African American respondents rated their neighborhoods as a 7 or above. Among African Americans, the percentage of respondents that rated their neighborhoods as below 7 were generally higher as age categories increased. The percentages of African American respondents that rated their neighborhoods below 5 in each category follows: 18-24 - 1 percent; 25-34 – 27 percent; 35-44 - 17 percent; 45-64 – 33 percent; and over 65 – 25 percent. Neighborhood ratings by race and age are represented in the table below.

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		18-14	25-34	35-44	45-64	65 and over
White	1					1
	2					
	3					
	4					
	5	1				
	6					
	7					
	8	1			4	
	9	6		1	1	
	10	6			1	
African American	1					
	2		1			1
	3			1		
	4		1			
	5	1		1	3	1
	6		1			1
	7	1	2	3	2	
	8	2	2	4		1
	9	3	2		2	
	10	1	2	3	2	
American Indian/ Alaskan Native	1					
	2					
	3					
	4					
	5		1		1	
	6					
	7					
	8					
	9					
	10					
Asian	1					
	2					
	3					
	4					
	5					
	6					
	7			1		
	8					
	9					
	10					
Hispanic	1					
	2					
	3					
	4			1		
	5		1			
	6					
	7					
	8					
	9		1			
	10					

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Fair Housing Laws

Agency respondents were asked whether fair housing laws serve a useful purpose. The overwhelming majority of respondents, 90 percent, noted that fair housing laws serve a useful purpose, and only 10 percent said that these laws are difficult to understand or follow. Further, about 89 percent of agency respondents noted that there is a specific training process to learn about fair housing law, while 11 percent said they did not know if training was available. The results of this section are presented in table below.

Responses by Agency Respondents to Questions on Fair Housing Laws

Questions	Yes	No	Don't Know	Skipped
Do these laws serve a useful purpose?	9	1	0	0
Are these laws difficult to understand or follow?	1	9	0	0
Is there a specific training process to learn about fair housing law?	8	0	1	1

Fair Housing in Communities

The survey asked about the state of fair housing in the respondent's community. Four of the agency respondents noted that they have concerns about fair housing in their community, and half of the agency respondents said that they could identify barriers to affirmatively furthering fair housing in Greenville, as seen in the table. The general theme of the barriers that were cited by the 6 agency respondents who answered the question was that there is a lack of awareness of or education on fair housing laws. Two cited a lack of education or training and 3 cited a need to raise awareness or conduct marketing. One respondent cited insufficient funding for groups that combat violations. The adequacy of fair housing outreach and education efforts were also evaluated directly in the survey. Half of the agency respondents noted that there was too little outreach and education in their community. Meanwhile, the remaining respondents were split about equally between believing efforts were sufficient and stating that they did not know.

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Responses by Agency Respondents to Questions on Fair Housing Concerns and Outreach

Question	Yes	No	Don’t Know	Skipped
Do you have concerns about fair housing in your community?	4	5	1	0
Do you see barriers to affirmatively furthering fair housing in your community?	5	5	0	0
Are there geographic areas in your community that have fair housing problems?	4	2	4	0
Is there sufficient outreach and education regarding affirmatively furthering fair housing?	2	5	2	1

The need for increased awareness and education is supported by the resident responses to the survey question that asked whether they are aware of their rights under the Federal Fair Housing Act and North Carolina Fair Housing Act. Of the 71 resident respondents, 17 respondents (or about 25 percent), said they were not aware of their rights, while 52 respondents said they were aware.

The table below presents survey results regarding fair housing activities in the agency respondent’s community. Survey results showed that only one agency respondent was aware of fair housing testing and that most respondents, nearly 78 percent, were not aware. As a result, about 55 percent stated that there was too little fair housing testing in their communities and 44 percent said they did not know whether there was sufficient fair housing testing. Further, more than half of respondents were not aware of a City-wide fair housing plan although 44 percent said that they were aware of such a plan.

Responses by Agency Respondents to Questions on Fair Housing Activities

Question	Yes	No	Don’t Know	Skipped
Are you aware of any fair housing testing in your community?	1	7	1	1
Is there sufficient fair housing testing in Greenville, NC?	0	5	4	1
Are you aware of a statewide fair housing plan?	4	5	0	1

Local Government Policies and Activities Related to Fair Housing

Agency respondents were also asked to evaluate local government policies and activities in terms of their relationship to fair housing. About 44 percent of agency

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respondents, 4, noted that they were not aware of local government actions that had adversely affected fair housing, 5 of the agency respondents said they did not know, and one did not answer the question. None of the respondents said they were aware of a government action that adversely affected fair housing. One agency respondent, however, cited public housing authority non-compliance, stating that staff at the public housing authority is not effective at educating residents on fair housing and promoting long-term home-ownership. When asked whether there are codes or regulations that represent barriers to fair housing choice, one agency respondent stated yes, 3 stated no, 5 stated they did not know, and one respondent skipped the question. In written comments asking about specific codes or regulations that represent barriers to fair housing choice, the one respondent that indicated a concern said that the Residential Rental Act does not provide strong protections for tenants in general, and that North Carolina's generally poor protections for those in the rental market create an atmosphere of non-compliance in all areas concerning housing since landlords find it easy to work around violations. When asked whether there are any public administrative policies that represent barriers to fair housing choice, one agency respondent stated yes, 2 respondents stated no, 6 said they did not know and one did not answer the question.

Responses of Agency Respondents to Questions on Local Government Policies and Activities Related to Fair Housing

Question	Yes	No	Don't Know	Skipped
Has local government taken actions which adversely affected fair housing choice?	0	4	5	1
Are there fair housing non-compliance issues with any public housing authorities?	1	2	6	1
Are there codes or regulations that represent barriers to fair housing choice?	1	3	5	1
Are there any public administrative policies that represent barriers to fair housing choice?	1	2	6	1

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Fair Housing Complaints

Resident respondents were asked whether they have been affected by housing discrimination connected to an incident that occurred in North Carolina in the last 5 years. Of the 71 respondents, 59 answered no, but 7 answered yes and 3 answered don’t know. Two respondents did not answer the question. Resident respondents were also asked on what basis they believed they were discriminated against. Thirteen respondents answered this question even though only 7 had indicated that they felt they were discriminated against in the last 5 years in the prior question. Answers were distributed across the categories of source of income (3), age (3), race (5), national origin (1), disability (1), and familial status (2). (Two of the respondents stated that they were discriminated against on two bases- race/age and source of income/age.) Ten of the respondents reporting a basis for discrimination were African American, 1 was Asian, and 2 were Hispanic. The bases of discrimination by race are noted in the table below. (The 2 respondents that reported 2 bases of discrimination were both African American.) Of those reporting discrimination based on age, 1 fell in the 18-24 category, 1 fell in the 25-34 category, and 1 fell in the 45-64 category.

Basis of Discrimination Reported by Race

	African American	Asian	Hispanic
Source of Income	3	0	0
Age	3	0	0
Race	3	1	1
National Origin	1	0	0
Disability	1	0	0
Religion	0	0	0
Gender	0	0	0
Familial Status	1	0	1
Other	0	0	0

Of these 13 respondents who reported a basis of discrimination, 9 stated that the discrimination occurred by a landlord or property manager at an apartment complex, while 2 said the discrimination occurred by a real estate agent in a single family neighborhood. One did not answer the question. When asked if the respondents reported the incident, 6 stated that they had not while 4 stated that they had reported the incident to a fair housing group, 2 reported it to a government agency and 2 reported it to someone else, which was not specified. (Note that one additional person answered this question who had not previously indicated discrimination.) Of the 6 respondents who stated that they did not report the incident, 3 said they did not know where to report it, one was not sure of their rights, one said they did not think it would

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make a difference, and one was afraid of retaliation. Additionally, agency respondents were asked to indicate where they would refer someone who had a fair housing complaint. All commenters (5) stated that they would refer victims to the City of Greenville (2), HUD (2), or both (1). One commenter noted that they would refer victims directly to HUD because they are unsure how helpful the State's agency would be in addressing the complaint.

Summary

A fair housing survey regarding the state of fair housing in Greenville showed that some concerns about fair housing in Greenville exist even among the small pool of respondents. Based on responses to demographic questions, the respondents were primarily female with the majority of respondents being African American and under the age of 65 living in neighborhoods they would rate as average or above average. Hispanics and seniors represented just a small percentage of the respondents. Based on resident respondent results, it appears that satisfaction with one's neighborhood tends to decrease with age and that White respondents were generally more satisfied with their neighborhoods than other respondents. About 18 percent of the respondents (13 out of 71) reported a basis of discrimination and nearly half of these stated that they did not report the discrimination. While resident responses were limited in relation to Greenville's population, there was an indication from these responses and agency feedback that citizens need more education on their rights and what to do in the event of a perceived violation of fair housing. Agency respondents supported this theme and stated that there is a need for additional outreach and education efforts regarding fair housing in Greenville. Further about half of the agency respondents noted concerns about fair housing in Greenville and felt that barriers to affirmatively furthering fair housing exist.

Section VI: Conclusions and Recommendations

This section presents the Draft Fair Housing Analysis Update for the 2013-2018 Consolidated Plan. It primarily includes existing impediments to fair housing choice currently being addressed and the plans recommended to remedy them. The update relies on public/private information regarding the real estate and banking industries, Greenville housing and community development activities, North Carolina and Greenville Human Relations Agencies, and the Greensboro and Atlanta HUD Offices of Fair Housing and Equal Opportunity.

Impediment 1

Lack of affordable housing forces the lower income population to find alternative housing. Alternative housing may consist of “doubling up,” a practice where households combine to cut the expenses of housing. Others are forced to live in housing that is in poor condition that leads to disparate treatment of protected class families and individuals.

Plan

The financing industry may have the best strategy for this impediment. While it appears to be true that there are insufficient affordable housing units available for housing choice in Greenville, the fact is that a surplus of moderately priced housing is available. Lower income home seekers may attempt to follow financing recommendations such as using the City’s down payment assistance programs.

The City’s down payment assistance is available to everyone. While some applicants appear to be well-educated in the homebuyer loan process, the lending industry feels that most still are not. When lenders counsel prospective borrowers about the financial responsibility associated with home mortgages, offering practical advice regarding savings and spending, borrowers become frustrated and seek mortgage loans elsewhere. If all mainstream lenders have similar policies, then it is possible that this serves to drive people to seek loans through brokers and subprime lenders. Therefore, a stronger push to promote homebuyer counseling appears to be an appropriate solution.

Additionally, the City plans to dedicate more time and resources in communities north of the river than it has in the past. Since 2003, West Greenville has seen the most investment from the City’s entitlement funds; however, the City does have “scattered site” programs that allow citizens from across the community to benefit from HUD entitlement funding. Residents living north of the river have lower incomes and the

Section VI: Recommendations

concentration of Hispanic residents is higher in this area. This small shift in focus will help to address housing burdens for this area of the City.

Furthermore, the City intends to continue its' support of affordable housing tax credit developments outside of the low income census tracts. Also, the City will begin to investigate and evaluate the creation of a Neighborhood Revitalization Strategy Area (NRSA).

Impediment 2

Lack of education about discrimination and fair housing laws in Greenville result in citizens who are unaware of rights or where to report violations and lenders who may not be knowledgeable about fair housing practices. An essential part of fair housing opportunities and enforcement is the education of the public regarding the rights and responsibilities afforded by fair housing laws. This includes the education of housing and financial providers, as well as citizens. Everyone needs to know what may constitute a violation, and what they can do in the event they believe they may have been discriminated against. In addition, it is important for lenders, housing providers and their agents to know their responsibilities and when they may be violating fair housing laws.

Plan

Education is a key element on two fronts. First, it is one of the most pressing needs to ensure fair housing choice. It is imperative that individuals and families seeking housing know their rights and responsibilities and that those involved in the housing industry understand their rights and responsibilities, as well.

Secondly, providing public education that produces an employable workforce with higher earning potential will help improve creditworthiness of future homebuyers. The onus falls to the public school system to ensure that tomorrow's residents have the skills they need to be competitive in the job marketplace, as well as to be educated consumers armed with the skills to make informed decisions.

The City will continue its efforts to educate the public through Fair Housing month activities and a local loan counseling program. Further, the City's Community Relations Officer will continue to coordinate the City's community-wide Fair Housing Workshop annually and disseminate information throughout the year about Greenville's fair housing activities. Information may include monthly public service announcements through local media (radio, television, and newspapers) advertising fair housing mediation services and distribution of print materials to local merchants and residents advertising fair housing workshops and fair housing mediation services to residents of community development target areas.

Section VI: Recommendations

Special outreach may be made to school-aged children to start early education on fair housing issues. Housing discrimination education programs can be developed around Fair Housing month. To avoid teaching laws in a stale format, the approach should be to explore opinions, beliefs and behavior in age appropriate ways. Additionally, a poster contest may be held as part of the month's activities and winning posters can be featured in advertisements and materials the City uses for its fair housing education generally.

Further, the City will encourage lenders, housing providers and their agents to know their responsibilities and to attend training on fair housing laws. Over the long term, the City will promote the development of a voluntary affirmative action marketing agreement by the local Board of Realtors and Home Builders Association.

The City will provide assistance to residents in the resolution of housing complaints. The City's Community Relations Officer will refer discrimination complaints which cannot be resolved through mediation to the U.S. Department of Housing and Urban Development or the N.C. Human Relations Commission.

The City will continue to evaluate the need for the establishment of a local Fair Housing Ordinance and the effectiveness of the Fair Housing Plan.

Impediment 3

Substandard housing and low property maintenance contribute to the lack of safe, decent, and sanitary affordable housing. A pro-active property maintenance code enforcement program could help with the preservation of the rental housing stock.

Plan

The City will consider several activities to increase the availability of affordable housing opportunities and programs to preserve existing rental housing stock throughout the City including a program to assist homeowners in rehabilitating substandard housing stock in an effort to keep those units affordable once renovations have been completed.

Impediment 4

Limited housing opportunities exist for the homeless, those who are at risk of homelessness, and special needs populations. There is not enough funding for permanent housing. Too many citizens are on the brink of becoming homeless because they have to spend too much of their income on housing (many times not decent or safe housing).

Plan

Section VI: Recommendations

The City will continue to support programs to increase family self-sufficiency and to prepare homeless, at risk, and special needs populations for rental or homeownership opportunities through financial literacy, credit counseling, and rental assistance. The City also needs to support a number of initiatives to assist low-moderate homebuyers with down-payment assistance, default delinquency counseling, anti-predatory lending counseling and homeless prevention programs.

The City will also strive to convene working groups of providers that deliver services to the homeless, those at risk of homelessness, and special needs populations to establish referral networks that more easily connect those in need with available resources. Additionally, by convening these groups, service providers may find ways to share resources and maximize their efforts by working together.

Impediment 5

Lack of access to homeownership (Based on HMDA and apparent Predatory Lending Practices) limit housing choices.

This Impediment can be addressed in the 2013-2018 Consolidated Plan as the City considers inequities that may occur in homeownership opportunities for protected classes or those covered by the Fair Housing Law.

An analysis of the HMDA data in this document reveals, for example, that while black residents comprise 37 percent of the population, 18 percent of all home purchase mortgage applications come from black families/individuals. As a result, it appears that black applicants may be underrepresented with the problem worsening over recent years. Hispanics and Asians are also underrepresented in loan applications as compared to their share of the population. City programs targeted to assist low-moderate income protected classes should focus more closely on educating the population on the importance of homeownership and how to access local lending resources.

In addition, consistently high denial rates on home improvement loans may reflect policies in the lending industry, but this is an area that warrants some attention in Greenville. The disinvestment associated with an inability to raise funds to maintain one's home in an older housing stock can have an undesirable effect on the community when it occurs in great numbers.

Plan

Mortgage brokers know that people do business with people who look like them, and so they hire people that resemble the markets they serve. This is good marketing, but also encourages minority homebuyers to seek loans with lenders who are not necessarily

Section VI: Recommendations

looking out for the borrowers' best interests. Additionally, brokers are most familiar with the products that are most popular in the markets they serve and are not aware of all the products offered by the institutions they represent, thus limiting their offerings to higher-cost products. Unfortunately, uninformed buyers also choose lenders on the basis of word-of-mouth referrals from friends and family, and the belief that banks do not lend money to minorities.

To educate potential homebuyers, the City will work to create homebuyer guides that inform first-time buyers and other purchasers about the process involved in locating, qualifying for, and securing a home. Steps such as inspection, negotiation, and closing would be explained as well as the roles of different players (real estate agents, loan officers, and others). Typical costs can be outlined as well. The Guide may include information on geographic areas that are not yet integrated to promote equal housing opportunity in these areas. Sections on housing resources and basic fair housing rights would be included as well. These guides should be produced in Spanish and any other language that has a concentrated population in Greenville at the time of publication. The City will also work with local agents and community groups to arrange house or neighborhood tours that allow residents to explore available opportunities that may be outside of their immediate surroundings.

Again, the solution lies in educating consumers, although it is difficult to reach them when they will not avail themselves of the opportunities.



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Contract with Rhodeside & Harwell, Inc. for professional services associated with the Tar River Utilization Study

Explanation: **Abstract:** In April 2013, City Council directed staff to take steps to initiate a comprehensive study of the portion of the Tar River falling within the City limits of Greenville. The study was to address river preservation and promote development and ecotourism. The next step in the study process is for City Council to approve contracting with the recommended design consultant to conduct the study.

Explanation: The goal of the Tar River Utilization Study is to develop a vision and specific strategies to facilitate the Tar River meeting its full potential as a local asset and regional attraction. The proposed river study will: (1) provide a road map to guide the programming of public spaces bordering the river, (2) identify potential partnerships with private owners/developers, and (3) recommend a phasing plan for development with cost estimates and potential funding sources.

As directed by City Council, an RFQ was developed soliciting Statements of Qualifications (SOQs) for professional services from qualified firms and was issued on July 15, 2013. During the solicitation period, the City assembled a five (5) person selection committee comprised of representatives from the Recreation and Parks Department, Community Development Department, Financial Services Department and City Manager's Office to evaluate the SOQs and recommend a design consultant. Five (5) SOQs were received by the August 29, 2013 submittal deadline, and of these three were invited to participate in an interview / presentation process.

A consulting team led by Rhodeside & Harwell, Inc., an award winning and creative design firm with significant experience with riverfront improvement projects, was selected as the preferred firm for the project. Rhodeside & Harwell, Inc. will be the lead consultant responsible for overall project management while focusing specifically on landscape architecture, urban design, planning and

public / stakeholder engagement project elements. The firm is partnering with several highly qualified and specialized subcontractors, including:

- HR&A, an industry leader in real estate and economic development consulting, will provide market and development program services;
- Davenport, a North Carolina based transportation engineering and design firm, will provide transportation engineering services;
- The East Group, a dynamic and progressive Greenville based firm, will provide architecture, engineering and sustainability support; and
- Mulkey Engineers and Consultants will provide civil engineering expertise.

A general outline of the deliverables that will result from this engagement includes:

- Analysis of Existing Conditions
- Public Input Meetings
- Concepts and Schematics of Proposed Improvements
- Final River Feasibility Study and Development Plan
- Probable Cost Statement
- Phasing Plan
- Economic Impact Analysis

Fiscal Note:

City Council approved funding in the amount of \$200,000 for a river study on June 13, 2013. Rhodeside & Harwell, Inc. has submitted a proposal to provide professional design services associated with the river study for an amount not to exceed \$184,000. (Some related departmental expenses will also be incurred, not to exceed the remaining \$16,000.)

Recommendation:

Authorize the City Manager to negotiate and enter into contract with Rhodeside & Harwell, Inc. for professional services related to the Tar River Utilization Study, in an amount not to exceed \$184,000.

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

Attachments / click to download

[RFQ for River Study](#)

[Rhodeside and Harwell Info](#)



CITY OF GREENVILLE, NC

Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27858

Request for Qualifications (RFQ)

Date of Issue: *July 15, 2013*



City of City of Greenville Tar River Utilization Study

Through this RFQ the City of Greenville is soliciting Statements of Qualifications from engineering, urban planning and landscape architecture firms for a study that yields a plan that provides better utilization of the Tar River within the City limits of Greenville.

Project Manager Contact Information:

Lamarco M. Morrison, Parks Planner
City of Greenville
Greenville Recreation and Parks Department
Parks Division
(252) 329-4242

lmorrison@greenvillenc.gov

1. DEFINITIONS IN THIS RFQ

“City” means the City of Greenville.

“Statement of Qualifications” or **“SOQ”** is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ.

“Proposer” is the person, firm, or corporation that submits an SOQ.

“Designer” is the Proposer with which the City enters into a contract to provide the services stipulated in this RFQ.

2. INTRODUCTION

City Manager Barbara Lipscomb generally described the need and scope associated with this study in a May 15, 2013, memorandum to the Greenville City Council as follows:

“One of my first observations upon arriving in Greenville was that the City does not utilize the Tar River to the extent that other communities utilize similar water bodies. While we do have several parks and an active greenway along portions of the river, there is very little to attract citizens and visitors to the riverfront, as there are few improvements or organized activities for a vast majority of the 7+ miles that the river flows through the city. My observation was validated recently when a representative of the North Star Destination Strategies, the consultant conducting a branding study for the City, revealed that the public views the river as an underutilized asset. “Commercial draw” and “riverfront access and development” were both identified as missing and opportunities which the City should pursue in order to attract people to Greenville.

The proposed study would identify the preferred strategy, including specific improvements, to better utilize the Tar River as an amenity for city residents and as an attraction to bring out-of-town visitors to our community. The City would hire a professional consultant, or consulting team, with specific expertise with these types of projects to lead this process. The process would be open and participatory to ensure that a wide range of perspectives and stakeholders are engaged. While the scope of the study is still being developed, I would envision it focusing on four broad functional areas including eco-tourism, development, environmental stewardship and parks / open space. The study would provide a balanced approach to meet objectives associated with these four broad functional areas that would be tailored to the unique attributes of the Tar River and city. Such a study could identify the opportunities the river represents to Greenville’s citizens and visitors and lay out a phased process for taking advantage of opportunities regarding the development, use, preservation, and enhancement of the Tar River and its immediate surroundings.

Essentially, I see this plan as a means of identifying some specific actions we can take to make the river and its surroundings a more beneficial resource to our community while preserving, or in some instances enhancing, the environmental quality of the river and its surroundings. The plan would include an estimate of costs associated with those actions, and a phasing proposal. It would also include some economic impact analysis regarding its various proposals (potentially a bicycle and pedestrian bridge connecting the existing greenway to River Park North, river related businesses, fishing access, boat docks, camping, restaurants, shops, etc.) and propose specific sites for the development of these and other amenities.”

3. PURPOSE OF RFQ & SCOPE OF SERVICES

The City of Greenville is a thriving economic hub in eastern North Carolina that serves as the center of education, healthcare and commerce in the region. The City, being the one of the fastest growing large cities in the state, has enjoyed a sustained period of population growth and economic investment in recent years. Pitt County's population is estimated at over 172,000, of which approximately 87,000 reside within the City. With the continued growth of the City, the needs and desires of Greenville's citizens have evolved into a renewed interest in utilizing the Tar River, one of its greatest assets, to its full potential as a resource for ecotourism, development, environmental stewardship and parks / open space.

Similar to many riverfront cities across the nation, Greenville is seeking to capitalize on recent trends directed towards public access to the river; previous economic and development studies have revealed that the Tar River is an underutilized asset. The goal of the City of Greenville Tar River Utilization Study is to develop a vision and specific strategies as to how the Tar River can achieve its full potential as a local asset and regional attraction in eastern North Carolina. To achieve this goal, the City of Greenville is soliciting Statements of Qualifications (SOQ) for professional services from engineering, urban planning and landscape architecture firms with experience in conducting river studies of this nature. The selected firm shall be responsible for conducting the study and preparing a plan (the "Plan").

The Plan shall include a detailed analysis of existing conditions, opportunities and constraints, and recommended actions and/or improvements related to ecotourism, development, environmental stewardship and parks / open space. A detailed land use and development plan will be supported by an economic impact analysis for approximately 7 miles of the riverbank property extending from the 264 Bypass downstream to Eastside Park. The Plan is intended to guide the programming and design of public spaces, identify partnerships with private and owners/developers, and recommend feasible phases of development with potential funding sources. While a hydrology study is not specifically a component of this study, it is expected that the Designer will examine available hydrologic data and ensure that the plan's recommended actions and/or improvements are consistent with the unique nature of the Tar River.

3.1. BACKGROUND

The City of Greenville is located in the north central coast plain region of Eastern North Carolina, approximately 85 miles east of Raleigh, the capital of North Carolina. Most of the City and Pitt County is situated in the Tar – Pamlico River Basin; the Tar River traverses through the heart of city’s urban core, lending itself to an array of opportunities for development. The river’s edge is defined by both public and privately owned land, of which 4 linear miles of riverfront property is publicly owned land.



Historically, the Town of Greenville used the Tar River as a major transportation route for people and commerce. In the early 1700s, the instruction of steamboats increased cargo capacity and reliability of boat traffic. The river was utilized as a means of transportation to support the increasing production of tar, tobacco, salt pork and corn. By the mid 1800s, U.S. mail, passengers and freight were transported from Washington, NC to landings along the Tar River. In Greenville, steamboats connected with the stagecoaches from Wilson and Rocky Mount. Today, remnants and artifacts of Greenville’s rich industrial and commercial Tar River heritage still exist. Knowledge of that history is a vital aspect in reconnecting its people to the Tar River.

Access to the Tar River was identified as an initiative in previous studies, specifically the West Greenville Center City Development plan, adopted in 2006, and the Town Common Master Plan, adopted in 2009.

3.2. CONTRACT DELIVERABLES

The City of Greenville seeks a qualified firm to develop the following contract deliverables:

The Designer shall:

- a. Due Diligence and Analysis – Conduct an analysis and inventory of the study area to document existing conditions. The Designer shall also document opportunities and constraints based on its findings.
- b. Public Input/Concepts: Utilize information gathered during the analysis and inventory phase to prepare initial recommendations including conceptual design options for riverfront improvements. The Designer shall facilitate a Public Input Meeting to allow stakeholders to consider and review the design concepts. Input from the meeting will be retained and considered in the next level of design.
- c. Schematic Phase, Cost Estimates, and Phasing: A preliminary rendered schematic level color design shall be developed, with a probable cost statement of the associated cost of development. The project shall be broken into logical project phases that reflect potential smaller development opportunities that can be implemented over time, as funds are available. Note that permitting costs should be well developed, particularly as it relates to riverfront development in the flood plain, floodwater mitigation and bridge access over the Tar River to River Park North.

- d. Presentations: The preliminary schematic design shall be presented in a Public Input Session forum. Input from this session shall be the basis for the final Plan.
- e. Final River Feasibility Study and Development Design: Designer shall complete the final Plan and present the Plan to City Council for adoption, and as an amendment to the Parks Master Plan.

3.3. CITY RESPONSIBILITIES

The City of Greenville shall be responsible for:

- a. Arranging, scheduling, and providing facility space for meetings.
- b. Providing the Designer with comprehensive geographic information for the project area as required, either in hard copy maps at scale, or as GIS digital data based on aerial photography and tax data. Note that no survey work or environmental analysis will be provided by the City.
- c. Providing the Designer with copies of relevant City of Greenville plans, studies, master plans, ordinances, design guidelines and special plans, and any hydrologic reports available, related to the study area.
- d. Provide the Designer with a summary of the findings from previous related Public Input Sessions.

The City of Greenville shall work closely with the Designer to answer questions, make decisions, provide guidance and assist with coordination where needed. The City's responsibilities do not include conducting research and design tasks for the consultant.

3.4. SOQ REQUIREMENTS

The SOQ should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the Proposer's demonstrated capability to provide services of this type.

All requirements and questions should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

Please refer to section 4.9, "FORMAT" for SOQ format guidelines.

3.5. COVER LETTER

The SOQ should contain a cover letter, signed by a principal in the firm, indicating his or her title that he or she has authority to submit the proposal on behalf of the firm, including the cover letter, and which should contain the following statement:

“The undersigned has the authority to submit this SOQ on behalf of the name of company in response to the City of Greenville RFQ for the City of Greenville Tar River Utilization Study

The cover letter should contain one of the following two paragraphs:

“With respect to all trade secrets that the Proposer may submit to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer, the Proposer shall comply with the section of the RFQ titled “Trade Secrets and Confidentiality,” (see Appendix A) including but not limited to all of its subsections, such as the subsection titled “Defense of City.” The Proposer acknowledges that the City will rely on the preceding sentence.”

-or-

“The Proposer is not submitting and shall not submit any trade secrets to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer. The Proposer acknowledges that the City will rely on the preceding sentence.

3.6. QUALIFICATIONS AND REFERENCES

The SOQ should provide a description of the professional and technical experience, background, qualifications and professional licensing / certification of the firm. The Proposer should show that their firm possesses demonstrated experience in all areas of the project scope of services. Include:

- Brief history of the Proposer, range of services offered, licensing and number of years experience.
- Identify any subcontractors (or sub-consultants) proposed to be used on this project and their location. Clearly explain their role and the percentage of involvement.

3.7. RELEVANT EXPERIENCE

A summary of Proposer’s experience with projects of similar scope.

Behind “Tab1”, to be attached to the SOQ, include detailed information for as many as ten previously completed projects by the firm or its subconsultants that are similar in nature to this specific project. Preferably, these projects will have been completed in the last five years. Information should include a description of the project, scope of work, location of project and total project cost; client name and telephone number; and dates of project work. As part of the selection process the City may contact the Proposer’s references.

Please provide a project page for each past project similar to the City of Greenville Tar River Utilization Plan that includes the following:

- Role of your firm.
- Year project began, and year project was completed
- Complete cost of project
- What percent of the work did your firm perform
- Project Manager and client contact including phone numbers

3.8. PROJECT TEAM

Identify the primary contact professional who would be assigned responsibility for this project and note their experience with projects of a similar scope. Also identify other assigned personnel, their qualifications and their location.

Include detailed resumes behind "Tab 2" to be attached to the SOQ.

Illustrate the projected availability of proposed project team members to complete the work and the percentage of their time to be devoted to the project.

3.9. METHODS AND PROCEDURES

The Proposal should provide a detailed methodology for accomplishing the entire project scope. This project approach shall include additional suggestions that are not specifically requested in this RFQ, but are considered necessary to ensure the highest degree of safety, constructability, value and operation.

If your SOQ assumes that the City will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

3.10. EQUAL BUSINESS OPPORTUNITY PROGRAM

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "M/WBE Professional and Personal Services Forms" included in **Appendix D. Failure to complete the M/WBE forms shall be cause to deem the submittal nonresponsive.**

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4862.

Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Include the completed forms behind "Tab 3" to be attached to the SOQ.

3.11. NON-COLLUSION

This RFQ constitutes an invitation to bid or propose. Include and sign the following with your response:

The City of Greenville prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, SOQs or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Signature: _____

3.12. CONTRACT

It is the City's intention to use the contract that is attached as Appendix D. If your firm objects to any of the contract's content, please state the objections.

3.13. EXCEPTIONS

Any and all exceptions to the RFQ must be listed on an item-by-item basis and cross-referenced with the RFQ document. If there are no exceptions, Proposer must expressly state that no exceptions are taken.

If your firm wishes to submit a proposal that does not comply with the standards as discussed above, it is recommended that you also submit one that does comply in addition to the one that does not comply so that your "non-compliant" version can be considered as an alternative if the City is interested in it. This will allow your firm's compliant version to be considered if the City remains steadfast on applying the standards discussed above.

4. CONDITIONS

4.1. PRE-SUBMITTAL MEETING

The City will conduct a pre-submittal meeting at the City Hall Gallery, 200 West 5th Street, Greenville, NC 27834, 3:00 PM Eastern Standard Time, on July 29, 2013. Attendees should be familiar with this RFQ. Attendance is strongly recommended and the City may consider attendance in deciding on the award of the contract.

4.2. SUBMITTAL TIMELINE

The following is the likely schedule and timing leading up to a contract signing. The City may change this schedule as appropriate

Advertisement	July 15, 2013
Pre-submittal meeting	July 29, 2013
SOQs submitted	August 29, 2013
Evaluation procedure	September 2 – September 13, 2013
Short Listed Consultant Interviews	September 24, 2013
Council contract approval	October 7, 2013

4.3. LIMIT ON CLAIMS

No Proposer will have any claims or rights against the City for participating in the SOQ process, including without limitation submitting an SOQ. The only rights and claims any Proposer will have against the City arising out of participating in the SOQ process will be in the Contract with the selected Proposer.

4.4. SUBMITTAL DEADLINE AND LOCATION

Six (6) copies of the Proposer's SOQ should be received at the following address prior to 3:00 PM Eastern Standard Time, Thursday, August 29, 2013:

City of Greenville
Recreation and Parks Department
2000 Cedar Lane
Greenville, NC 27858

4.5. QUESTIONS

Any questions about the RFQ should be submitted, in writing, at least 10 days prior to the submittal deadline, to:

Lamarco M. Morrison, Parks Planner
City of Greenville
Recreation Department
PO Box 7207
Greenville, NC 27834-7207

or via Email: lmorrison@greenvillenc.gov

or via fax: (252)329-4062

4.6. DISCRETION OF THE CITY

The City of Greenville reserves the right to reject any or all SOQs. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any SOQ, whether or not something is stated to be mandatory and whether or not it is said that an SOQ will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for the work with one or more firms that do not submit an SOQ. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion.

4.7. FINANCIAL CONDITION OF THE FIRM

The City may request that the Proposer provide an annual operating statement, completed income tax form, or other reasonably comprehensive evidence of financial condition. Financial data provided in response to this RFQ will be held confidential if marked "confidential".

The Proposer must be willing and able to provide insurance coverage, bonding and forms required by the City (Appendix C).

4.8. COMPENSATION

Compensation will be negotiated with the successful Proposer.

4.9. FORMAT

The SOQ should be no longer than six pages in length, exclusive of individuals' resumes, examples of work experience and references, and required MWBE forms (these items should be included in tabbed sections and placed behind the main document). Minimum font size should be the equivalent of 11pt Times New Roman. One-inch margins are preferred.

Expensive bindings, colored displays, promotional materials, etc. are not necessary, nor desired. Emphasis should be concentrated on completeness and clarity of content.

Please refer to Section 3 for information on submittal requirements.

4.10. EVALUATION CRITERIA

It is the policy of the City that the selection of firms to provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. The City will put each SOQ submitted through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFQ.

The evaluation criteria are intended to be used to make a recommendation to the entity or person who will award the contract, but who is not bound to use these criteria or to award to a firm on the basis of the recommendation. Further, the City reserves the right to vary from this procedure as it determines to be in the City's interest.

4.10.1. EVALUATION METHOD

Compliance Check: All SOQs will be reviewed to verify that minimum requirements have been met. SOQs that have not followed the requirements in this RFQ or do not meet minimum content and quality standards may be eliminated from further consideration.

Analysis: Members of an evaluation team assigned by the City Manager will independently analyze each SOQ. The evaluation team will analyze how the Proposers' qualifications, experience, professional content, and proposed methodology meet the City's needs. Points will be assigned by each committee member using the point-scoring schedule below as a guideline.

At the discretion of the City, the evaluation team may decide to conduct interviews of a short list of Proposers.

4.10.2. POINT-SCORING SCHEDULE

Qualifications will be evaluated using the minimum following criteria (Total possible points = 105):

1). Proposer's Qualifications and Experience: 30 Points

Verifiable technical capacity, experience on similar projects and an outstanding record of successfully completed projects. Past performance on City projects may be considered.

2). Personnel Qualifications and Experience: 20 Points

Proposer's principal(s) and key personnel show experience and educational background, certification and licensing that are deemed to meet the project requirements.

3). Project Approach: 20 Points

Proposer's familiarity with, and understanding of the project and their ability to innovate upon and complete the work.

4). Workload / Ability to meet Schedule: 20 points

Number, location and experience of personnel assigned to the project, their projected workload and availability.

5). MWBE Commitment: 10 points

The MWBE participation goal for this project is 4% MBE and 4% WBE. See Appendix B for the provisions applicable to this RFQ.

6). Proposer's Accessibility: 5 points

Proposer's geographic location and methods of accessibility through technology per the project requirements mentioned in Section 3.9.

Appendix A: Trade Secrets and Confidentiality

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep Trade Secrets confidential.

(a) Designation of Confidential Records. The terms “Trade Secrets” and “record” are defined in (a)(1) (Definitions). To the extent that the Proposer wishes to maintain the confidentiality of Trade Secrets contained in materials provided to the City that will or may become a record, the Proposer shall prominently designate the material as “Trade Secrets” at the time of its initial disclosure to the City. The Proposer shall not designate any material provided to the City as Trade Secrets unless the Proposer has a reasonable and good-faith belief that it contains a Trade Secret. When requested by the City, the Proposer shall promptly disclose to the City the Proposer’s reasoning for designating individual materials as Trade Secrets. In providing materials to the City, the Proposer shall make reasonable efforts to separate those designated as Trade Secrets from those not so designated, both to facilitate the City’s use of records and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a Trade Secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only Trade Secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “Trade Secrets” in accordance with this section. Whenever the Proposer ceases to have a good-faith belief that a particular record contains a Trade Secret, it shall promptly notify the City.

(1) Definitions.

“Trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

“Record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Greenville in connection with the Proposer’s SOQ.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as Trade Secrets in accordance with subsection (a), the City may

- (1) decline the request for access,
- (2) notify the Proposer of the request and that the City intends to provide the person access to the record because applicable law requires that the access be granted, or
- (3) notify the Proposer of the request and that the City intends to decline the request.

Before declining the request, the City may require the Proposer to give further assurances so that the City can be certain that the Proposer will comply with subsection (c) (Defense of City).

(c) Defense of City. If the City declines the request for access to a record designated as Trade Secrets in accordance with subsection (a), the Proposer shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City’s non-disclosure of the records. In providing that defense,

the Proposer shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney. Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the Proposer. The City may require the Proposer to provide proof of the Proposer's ability to pay the amounts that may reasonably be expected to become monetary obligations of the Proposer pursuant to this section. If the Proposer fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any natural person to be imprisoned or placed in substantial risk of imprisonment as a result of alleged nondisclosure of records or for alleged noncompliance with a court order respecting disclosure of records. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the Proposer.

Appendix B: M/WBE Professional Services Forms

**City of Greenville/Greenville Utilities Commission
Minority and/or Women Business Enterprise Program**

**City of Greenville
M/WBE Guidelines for Professional and Personal Service Contracts
\$10,000 and above**

These instructions shall be included with each bid solicitation.

**City of Greenville/Greenville Utilities Commission
Minority and/or Women Business Enterprise Program**

**M/WBE Guidelines for Professional Service Contracts
\$10,000 and above**

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Service providers responding to this solicitation shall comply with the M/WBE program by making Good Faith Efforts to achieve the following aspirational goals for participation.

	CITY	
	MBE	WBE
Professional Services	4%	4%

Submitters shall submit M/WBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or M/WBE members of joint ventures intended to satisfy City M/WBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only.

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all M/WBE firms who wish to do business as a *minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions

The submitter shall provide the following forms:

- FORM 1—Sub-Service Provider Utilization Commitment
This form provides the amount of sub-contracted work committed to on the project for M/WBE. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.
- FORM 2--Statement of Intent to Perform work without Sub-Service Providers
This form provides that the submitter does not customarily subcontract work on this type of project. This form does not need to be accompanied by any other form and must be provided with submission.
- Proof of Payment Certification
Submitted by the selected service provider with each payment application, listing payments made to subcontractors. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employs to utilize minority and women-owned firms. If intending to subconsult any portion of the project without the use of M/WBE firms, please discuss your rationale.

Minimum Compliance Requirements:

All written statements, signed forms, or intentions made by the Submitter shall become a part of the agreement between the Submitter and the City for performance of contracts. Failure to comply with any of these statements, signed forms, or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not.

In determining whether a Submitter has made Good Faith Efforts, the City will evaluate all efforts made by the Submitter and will determine compliance in regard to quantity, intensity, and results of these efforts.

Statement of Intent to Perform work without Sub-Service Providers FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, _____, hereby certify that it is our
intent to perform 100% of the work required for the
_____ contract.
(Project Name)

In making this certification, the submitter states that the submitter does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own work forces; and

The submitter agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the submitter to the commitments herein contained.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Pay Application No. _____ Purchase Order No. _____

Proof of Payment Certification
M/WBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Service Provider: _____

Current Contract Amount (including change orders): \$ _____

Requested Payment Amount for this Period: \$ _____

Is this the final payment? ___ Yes ___ No

Firm Name	M/WBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Date: _____

Certified By: _____

Name

Title

Signature

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Appendix C: Insurance Requirements

The Company shall not commence work under this contract until the Company has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this contract. Failure to maintain the required insurance coverage shall constitute grounds for contract termination.

Insurance requirements are as follows:

- 1.0 Public Liability and Property Damage
The Company shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by himself or by any sub-Designer, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the City. The City of Greenville shall be named as an additional insured on all coverage.
- 2.0 Other Insurance
The Company shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.
- 3.0 Workers Compensation
Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, and \$100,000 disease each employee limit, provide coverage for employers and owners.
- 4.0 Cancellation
Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent by registered mail.
- 5.0 Proof of Carriages
The Company shall furnish the City with satisfactory proof of carriage of the insurance required before written approval of such insurance is granted by the City.
- 6.0 Sub-Designers
If any part of the work under this contract is sublet, the sub-Designer shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Company will maintain each type of insurance set for above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the sub-Designer.

Appendix D: Sample Contract

Standard Form of Agreement Between Owner and Architect

The name of this Agreement is:

CONTRACT FOR DESIGN SERVICES RELATED TO THE CITY OF GREENVILLE TAR RIVER UTILIZATION STUDY

This contract is made and entered into as of the ____ day of _____, 20____, by the City of Greenville (“City”) and [name of firm] (“Designer”), [indicate type of entity for instance:

- A corporation organized and existing under the laws of [name of State];*
- A professional corporation organized and existing under the laws of [name of State];*
- A professional association organized and existing under the laws of [name of State];*
- A limited partnership organized under the laws of [name of State];*
- A sole proprietorship; or*
- A general partnership.*
- a corporation organized and existing under the laws of [name of State];

Sec. 1. Background and Purpose. With the continued growth of the City, the needs and desires of Greenville’s citizens have evolved into a renewed interest in utilizing the Tar River, one of its greatest assets, to its full potential as a resource for ecotourism, development, environmental stewardship and parks / open space.

Similar to many riverfront cities across the nation, Greenville is seeking to capitalize on recent trends directed towards public access to the river; previous economic and development studies have revealed that the Tar River is an underutilized asset. The goal of the City of Greenville Tar River Utilization Study is to develop a vision and specific strategies as to how the Tar River can achieve its full potential as a local asset and regional attraction in eastern North Carolina.

The selected firm shall be responsible for conducting the study and preparing a plan (the “Plan”).

Sec. 2. Services and Scope to be Performed. The Designer shall Provide design services as follows:

- 2.1 Due Diligence and Analysis – Conduct an analysis and inventory of the study area to document existing conditions. The Designer shall also document opportunities and constraints based on its findings.

- 2.2 Public Input/Concepts: Utilize information gathered during the analysis and inventory phase and to prepare initial recommendations including conceptual design options for riverfront improvements. The Designer shall facilitate a Public Input Meeting to allow stakeholders to consider and review the design concepts. Input from the meeting will be retained and considered in the next level of design.
- a. Schematic Phase, Cost Estimates, and Phasing: A preliminary rendered schematic level color design shall be developed, with a probable cost statement of the associated cost of development. The project shall be broken into logical project phases that reflect potential smaller development opportunities that can be implemented over time, as funds are available. Note that permitting feasibility and permitting costs should be well developed, particularly as it relates to riverfront development in the flood plain, floodwater mitigation and bridge access over the Tar River to River Park North.
 - b. Presentations: The preliminary schematic design shall be presented in a Public Input Session forum. Input from this session shall be the basis for the final Plan.
 - c. Final River Feasibility Study and Development Design: Designer shall complete the final Plan and present the Plan to the Recreation and Parks Commission for review and approval, and to City Council for adoption, and as an amendment to the Parks Master Plan.

Sec. 3. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Designer shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Designer for the Work as follows:

The Designer shall be compensated on a monthly basis based on the completed services outlined below.

PHASE

Analysis and Inventory Phase

Conceptual Design

Schematic Design

Final Feasibility Study and Development Design

The City shall not be obligated to pay the Designer any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 5. Designer's Billings to City. The Designer shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Designer a check in payment for all undisputed amounts contained in the invoice.

Sec. 6. Insurance. The Designer shall not commence services under this Contract until the Designer has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this Contract. Failure to maintain the required insurance coverage shall constitute grounds for Contract termination.

Insurance requirements are as follows:

A. Public Liability and Property Damage:

The Designer shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operation be by himself or by any sub-consultant, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall not be less than \$500,000 for injuries, subject to the same limits per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the City. The City of Greenville shall be named as an additional insured on all coverage.

B. Other Insurance:

The Designer shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

C. Workers Compensation.

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

D. Cancellation:

Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than ten (10) days after mailing written notice to the assured of such cancellation.

E. Proof of Carriages:

The Designer shall furnish the City with satisfactory proof of carriage of the insurance required before written approval of such insurance is granted by the City.

F. Sub-Consultants:

If any part of the services to be performed under this Contract is sublet, the sub-Designer shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Designer will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Designer from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

Sec. 7. Performance of Work by City. If the Designer fails to perform the Work in accordance with the schedule referred to in section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Designer notice of its intention. The Designer shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Attachment A – Compensation for Additional Services

In case of conflict between an attachment and the text of this Contract excluding the attachment, the text of this Contract shall control.

Sec. 12. Termination for Convenience (“TFC”). (a) *Procedure*. Without limiting any party’s right to terminate for breach, the City may, without cause, and in its discretion, terminate this Contract for convenience by giving the Designer written notice that refers to this section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this section without City Council action. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon afterwards as is practical, and upon the City’s payment to Designer of monies due, the Designer shall deliver to the City all project documents, including partly completed project documents, provided however that the City assumes all risk for use of the project documents after TFC, and the Designer shall be relieved of any liability whatsoever. In case of TFC, the Designer shall follow the City’s instructions as to which Subcontracts to terminate. (c) *Payment*. The City shall pay the Designer an equitable amount for the costs and charges that accrue because of the City’s decisions with respect to the Subcontracts, but excluding profit for the Designer. Within 20 days after TFC, the City shall pay the Designer a one hundred dollar TFC fee and for all services performed except to the extent previously paid for. Services shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the services been completed except to the extent it would be inequitable to either party, and if services were to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for such services. The Designer shall not be entitled to any payment except as stated in this section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 13. Notice. (a) All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City of Greenville:

c/o Greenville Recreation and Parks Department
P.O. Box 7207
Greenville, NC 27835
The fax number is (252) 329-4062

To the Designer:

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 14. Indemnification. The Designer shall, to the extent permitted under North Carolina law, indemnify and hold harmless the City and its officers and employees from and against all liabilities, damages, losses and costs that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Designer or any sub-consultant or other persons employed or utilized by the Designer in the performance of this Contract except when such liabilities, damages, losses, and costs are proximately caused by or result from the negligence, in whole or in part, of the City or its independent Contractors, agents, officers or employees.

Sec. 15. Miscellaneous.

(a) Choice of Law and Forum. This Contract shall be deemed made in Pitt County, North Carolina. This Contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Pitt County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Designer shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Designer and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Designer's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Designer the right to assign, it is agreed that the duties of the Designer that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. Consistent with the Standard of Care set forth in this Contract, in performing all of the services, the Designer shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS DESIGNERS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBDESIGNERS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Designer agrees as follows: (1) The Designer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Designer shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Designer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Designer shall in all solicitations or advertisement for employees placed by or on behalf of the Designer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Designer shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding. (4) In the event of the Designer's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Contract, in whole or in part, and the City may declare the Designer ineligible for further City Contracts. (5) Unless exempted by the City Council of the City of Greenville, the Designer shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every Subcontract related to this Contract so that these EEO provisions will be binding upon such sub-Designer and vendors.

(j) No Third Party Rights Created. This Contract is intended for the benefit of the City and the Designer and not any other person.

(k) Principles of Interpretation and Definitions. In this Contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to Contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this Contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Contract. (5) “Duties” includes obligations. (6) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word “shall” is mandatory. (8) The word “day” means calendar day.

(l) Modifications. Entire Agreement. A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

(m) Standard of Care. In rendering its services under this Contract, the Designer shall exercise that degree of care which an Designer of ordinary skill and prudence practicing in Pitt County, North Carolina or similar communities would exercise under the same or similar circumstances.

(n) Hazardous Materials. Designer shall have no responsibility or liability for the discovery, presence, identification, evaluation, handling, removal or disposal of or exposure of persons to hazardous (or allegedly hazardous) materials in any form at the project, including but not limited to asbestos, mold, mildew, PCB or other toxic substances.

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

CITY OF GREENVILLE:

[COMPANY NAME]

BY: _____
Barbara Lipscomb
City Manager

BY: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Bernita W. Demery, CPA, Director of Financial Services

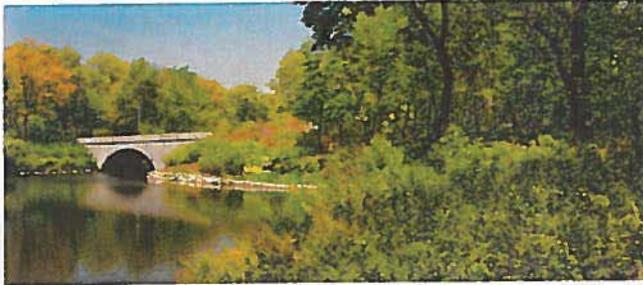
ATTACHEMENT A – COMPENSATION FOR ADDITIONAL SERVICES

The City shall compensate the Designer for approved additional services and payments, fees, and expenses shall be based on fee schedule below:

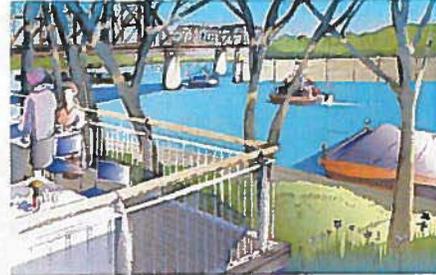
- Project Engineer.....
- Staff Engineer.....
- Landscape Architect.....
- Planner.....
- Technician.....
- Designer.....
- Senior Construction Administrator.....

LANDSCAPE ARCHITECTURE / URBAN PLANNING / PUBLIC OUTREACH

Rhodeside & Harwell



Essex County Branch Brook Park



Portland Wharf Park

With an acclaimed portfolio focused on sustaining and celebrating the natural and built environments, and a staff of 25 professionals, Rhodeside & Harwell has directed many of the country's most compelling projects in planning, landscape architecture, and urban design. For 25 years, our diverse expertise has helped restore historic parks, preserve community green spaces, revitalize urban districts, and create engaging public amenities for people of all ages to enjoy.

Rhodeside & Harwell offers comprehensive expertise and a progressive, insightful approach to planning and design. Our clients include government agencies, corporations, real estate developers, design firms, and private property owners. Services include:

- Landscape architecture
- Site planning and design
- Master planning
- Urban planning and design
- Environmental planning and impact assessment
- Waterfront planning
- Historic landscape architecture and preservation
- Community revitalization
- Programming and space utilization planning
- Community outreach and engagement
- Construction documentation, specifications, and cost estimating
- Construction inspection and administration

The Rhodeside & Harwell team seeks to provide exceptional value, whether our work is designed for education, inspiration, recreation, or enduring economic impact. We offer a balanced approach to the preservation and development of the natural and built environment, creating sustainable settings of lasting beauty and enjoyment.

Landscape Architecture

Rhodeside & Harwell has provided landscape architectural services for projects from New York to California, as well as many sites overseas. Our design philosophy and processes encourage creativity, contextual sensitivity, and a disciplined sense of respect for environmental considerations, cost parameters, and most of all, client objectives.

Our portfolio reflects decades of experience working within both the public and private sectors. We offer a diverse set of skills—from feasibility studies and site analysis through community outreach and final design and construction administration. Rhodeside & Harwell projects have frequently earned awards for design excellence and have been published in many prominent magazines and other publications.

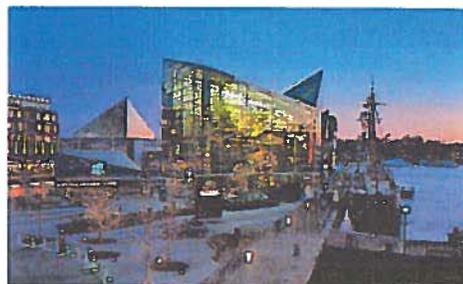
We understand the complexities of sustainability, security, maintenance, and high-visitor traffic. Our work ranges from small public parks to large-scale civic places, including many historic sites. We have designed landscapes for commercial offices, corporate headquarters, government buildings, schools and universities, housing, libraries, embassies, and national parks.

LANDSCAPE ARCHITECTURE / URBAN PLANNING / PUBLIC OUTREACH

Rhodeside & Harwell



Four Mile Run Restoration



National Aquarium in Baltimore

Waterfront Planning

Rhodeside & Harwell offers exceptional skills to help communities enhance their waterfront access and presence. Our portfolio includes award-winning efforts to reconnect urban realms with historic riverfronts; create engaging waterfront parks and promenades; and protect and preserve bridges, canals, and piers as well as natural ecosystems.

We have completed many projects that optimize the use of waterway systems as recreational amenities, including beaches and coastal waters, rivers, lakes, streams, and ponds. Our services address environmental regeneration and sensitivity, economic development, and future growth. We work closely with the public to ensure that constituents and stakeholders have a voice in envisioning these important civic initiatives.

Relevant projects include:

- Cape May Public Realm - New Jersey
- Chesapeake Beach Comprehensive Plan Update—Chesapeake Beach, Maryland
- East Branch of the Rahway River Master Plan - New Jersey
- Fort Lauderdale River Walk District Plan - Florida
- Four Mile Run Restoration Master Plan - Northern Virginia
- Myrtle Point Park Master Plan—St. Mary's County, Maryland
- National Aquarium in Baltimore, Weinberg Waterfront Park-Maryland
- Portland Wharf Park Master Plan—Louisville, Kentucky
- Port Towns Sector Plan—Prince George's County, Maryland
- St. Petersburg Waterfront Parks Centennial - Florida

Public Outreach

A successful public participation process—achieved through engaging interaction, presentations, and two-way communication with stakeholders—has become a Rhodeside & Harwell hallmark. Our extensive work with communities as well as government agencies and review authorities at all levels has resulted in a highly effective approach to facilitating public involvement and support.

For each project, we devise a public participation strategy crafted to inform that particular initiative, rather than applying a standard approach. We offer a broad range of participatory techniques, including:

- Surveys—written, mail, telephone, and electronic
- Large-scale meetings—open houses, summits, public forums
- Small-scale meetings—advisory committees, focus groups, key representatives
- Workshops and design charrettes—half-day to several days
- Community event participation—information displays, surveys, established community programs
- Bilingual outreach and interpretation
- Newsletters and updates
- Web sites

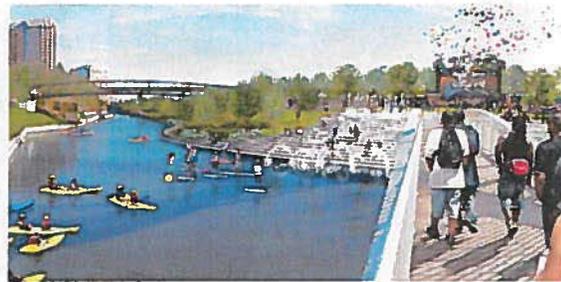
We embrace a collaborative culture at Rhodeside & Harwell—internally, with our clients, and with the publics they serve. We recognize the importance of community input and value the insights and unique perspectives that surface through effective public outreach. This input enlightens and enriches our work, and we take pride in our ability to resolve many different interests and achieve strong consensus to move forward.

ECONOMIC DEVELOPMENT

HR&A Advisors



Brooklyn Bridge Park



Richmond Riverfront

HR&A Advisors, Inc. (HR&A) is an industry leader in economic development, real estate and public policy consulting. Equipped with a unique understanding of the intersection of the public and private sectors, HR&A has served a diversity of clients since 1976. HR&A has extensive experience advising on some of the most complicated real estate and economic development projects in communities across the country. We approach each assignment by focusing on how to achieve our client's goals in the context of the public sector's priorities and the private sector's motivations. Our approach has allowed hundreds of public and private clients to transform public infrastructure, real estate and economic development concepts first into actionable plans, then into job-producing, community-strengthening assets.

HR&A's work has been recognized with numerous prestigious awards, including the International Economic Development Council's 2009 Public-Private Partnership Award for the creation of the Cincinnati Center City Development Corporation (3CDC), the New Jersey Future 2009 Smart Growth Award for the Newark Broad Street Station plan, and the 2005 American Institute of Architects Honor Award for Regional and Urban Design for the Anacostia Waterfront Initiative.

HR&A has offices in New York, Los Angeles, and Washington, D.C. - a presence that allows us to serve our clients around the world.

CIVIL ENGINEERING

Mulkey Engineers & Consultants



Sears Farm Road Park



White Oak Creek Pavilion

Mulkey Engineers & Consultants employs 130 people with offices in Raleigh and Charlotte, NC; Roswell and Columbus, GA; and Newberry, SC. For the last 20 years, we have developed a reputation for providing quality services in the areas of environmental services, land surveying, site and civil engineering, roadway and structure design, subsurface utility engineering, construction engineering inspection, building structure design, transportation planning, and water resources.

Throughout our history, we have been fortunate to work with an impressive list of clients from both the public and private sectors. Some of our public sector clients in North Carolina include the Town of Morrisville, City of Raleigh, City of Durham, Town of Cary, Town of Garner, Wake County, Durham County, the Department of Environment and Natural Resources, North Carolina Ecosystem Enhancement Program, and the North Carolina Department of Transportation.

We have also provided design services on a number of pedestrian bridges, parks, greenways, and recreational facilities set in their natural environments, including RTP Park and Shiloh Greenway extension in Morrisville; Durant Nature Park and Yates Mill County Park in Raleigh; Thomas Brooks Park, White Oak Park, Bartley Park, and Sears Farm Road Park in Cary; C.M. Herndon Park in Durham; and United Therapeutics Pedestrian Trail and Bridge in Research Triangle Park. Mulkey is also serving as the prime consultant for the Evans Street Widening project in Greenville, NC, providing environmental, transportation planning, surveying, roadway design, and hydraulic design services.

Mulkey Engineers & Consultants (Mulkey) is a woman-owned business classified by the North Carolina Department of Administration Office for Historically Underutilized Businesses as a Historically Underutilized Business (HUB). Mulkey is also nationally certified as a Women's Business Enterprise by the Women's Business Enterprise Council Southeast, a regional certifying partner of the Women's Business Enterprise National Council (WBENC).

ARCHITECTURE AND SURVEY

The East Group



Fort Lauderdale Riverwalk



Eastside Park Master Plan

For over thirty-five years, The East Group has been providing multi-discipline engineering, architectural and land surveying services to a variety of clients throughout central and eastern North Carolina. We have acquired extensive land development engineering and surveying experience through long-standing relationships with developers (residential, commercial and industrial), individual owners, corporations, franchises and local and regional economic development groups.

Civil Engineering and Survey services offered by The East Group include the design of industrial/business parks; water supply treatment and distribution systems; secondary roadways, as well as support services to architectural designers, construction contractors, private developers and municipal governments.

Civil Engineering Services

- Water Supply
- Water Treatment/Collection
- Water Distribution
- Regulatory Applications/Compliance
- Waste Water Treatment/Collection
- Liaison with Utility Companies
- Cash Flow Estimates
- Environmental Site Assessments
- On-Site Planning and Design
- Storm Water Management
- Roadway Design
- Project Management
- Construction Management
- Construction Administration
- Construction Inspection

Survey Services

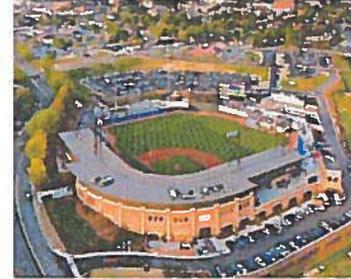
- Subdivision Survey and Mapping
- Survey and Mapping Grade GPS
- Wetland Delineation Location Surveys
- Control Surveys (Vertical & Horizontal)
- Boundary Surveys
- ALTA Surveys
- Topographic Surveys
- Mapping Services
- Bridge Surveying
- Construction Staking
- "As-built" Surveys
- Route Surveying
- Cadastral Surveying
- Photogrammetry
- Control Surveying

TRANSPORTATION ENGINEERING

Davenport



West Fifth Streetscape



BB&T Ballpark, Winston-Salem

DAVENPORT, founded and headquartered in NC, is a transportation engineering, design, and consulting firm dedicated to providing excellent service and value to our clients. DAVENPORT is engaged by both government agencies and clients in the private sector throughout the Southeast to solve, mitigate and eliminate challenges related to traffic, parking, pedestrians, and roadways.

DAVENPORT, founded and headquartered in NC, is a transportation engineering, design, and consulting firm dedicated to providing excellent service and value to our clients. DAVENPORT is engaged by both government agencies and clients in the private sector throughout the Southeast to solve, mitigate and eliminate challenges related to traffic, parking, pedestrians, and roadways.

DAVENPORT's service offerings include:

Traffic Engineering Services

- Transportation Impact Analysis
- Parking Studies/Parking Design
- Congestion & Access Management
- Access Negotiation
- Pedestrian Safety Studies
- Pedestrian & Bicycle Planning
- Traffic Calming

Transportation Design Services

- Roadway Design

- Traffic Signal Design & Timing
- Signing and Pavement Marking Plan Development
- Traffic Control Plans
- Drainage Design

Specialty Engineering Services

- Storm Water Management
- Environmental
- Construction Engineering & Inspection
- Transportation & Institutional Master Planning

Founded in NC, DAVENPORT has completed countless projects in the State. These projects range from providing transportation engineering services to Tanger Outlets in Mebane, NC to providing these same services for the City of Winston-Salem for the BB&T Ballpark to providing environmental remediation services at Camp Lejeune in Jacksonville. Our NC staff includes several former NCDOT engineers.

We have offices in every region of the State, putting our staff near our clients.

DAVENPORT is pre-qualified with NCDOT for various design and engineering services. This allows us to do work both for NCDOT as well as for all of our other clients who interact with NCDOT roadways.

DAVENPORT is certified by the NCDOT as a Small Professional Services Firm (SPSF), DBE and a MBE firm.



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: 2014 Schedule of City Council meetings

Explanation: **Abstract:** A proposed schedule for 2014 City Council meetings listing the dates of meetings in accordance with Section 2-1-11 of the Greenville City Code is presented for City Council consideration.

Explanation: A proposed schedule for 2014 City Council meetings has been prepared listing the dates of these meetings in accordance with Section 2-1-11 of the Greenville City Code. Potential conflicts are noted and explained below. Recommendations for adjustments are also included below and are listed on the proposed schedule in red for ease of adoption should recommendations meet with City Council approval.

1. January 6 and 9 - These regular meeting dates are in close proximity to City-observed holidays for Christmas and New Year's and, as such, pose conflicts with the normal agenda process. Adjusting the schedule forward to January 13 and 16 will minimize this conflict.
2. January 20 - the third meeting date for January - is included on the proposed schedule; however, it conflicts with the City's observance of the Dr. Martin Luther King, Jr. holiday, and staff recommends it be canceled.
3. March 10 and 13 - These regular meeting dates are in conflict with ECU's Spring Break (March 9-16) and the National League of Cities Congressional City Conference in Washington, DC (March 8-12). Adjusting the schedule forward to March 17 and 20 will avoid this conflict.
4. November 24 - the third meeting date for November - is included on the proposed schedule; however, it falls during the week that the City observes Thanksgiving holidays (November 27-28). Staff recommends it be canceled as many employees travel during the holiday week.
5. December 22 - the third meeting date for December - is included on the

proposed schedule; however, it falls during the week that the City observes Christmas holidays (December 24-25). Staff recommends it be canceled as many employees travel during the holiday week.

The proposed schedule for 2014 does not conflict with some other events that have been a problem in previous years. These include:

- International City/County Managers Association Conference in Charlotte, NC - September 14-17
- North Carolina League of Municipalities Conference in Greensboro, NC - October 12-14
- National League of Cities Congress of Cities in Austin, TX - November 19-22

NOTE: The Eastern Carolina Vocational Center annual banquet is held on a Thursday evening in early October, but the date was not set at the time of agenda item submission.

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

Recommendation: Review the proposed 2014 Schedule of City Council meetings, amend as necessary, and consider for adoption.

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

Attachments / click to download

 [2014_Schedule_of_City_Council_Meetings_968206](#)



PROPOSED CITY OF GREENVILLE 2014 SCHEDULE OF CITY COUNCIL MEETINGS

(All meetings are held in the Council Chambers unless otherwise noted)

January 6 - 6:00 PM – Consider January 13

January 9 - 7:00 PM – Consider January 16

January 20 – 6:00 PM – Consider canceling

January 24 – 4:30 PM – (Planning Session, City Hall Gallery & Conference Room 337)

January 25 – 8:30 AM – (Planning Session, City Hall Gallery & Conference Room 337)

February 10 – 6:00 PM

February 13 – 7:00 PM

February 24 – 6:00 PM

March 10 – 6:00 PM – Consider March 17

March 13 – 7:00 PM – Consider March 20

March 24 – 6:00 PM

April 7 – 6:00 PM

April 11 – 7:00 PM

April 21 – 6:00 PM – (Joint Session with Greenville Utilities Commission – GUC Board Room)

May 5 – 6:00 PM

May 8 – 7:00 PM

May 19 – 6:00 PM

June 9 – 6:00 PM

June 12 – 7:00 PM

June 23 – 6:00 PM

August 11 – 6:00 PM

August 14 – 7:00 PM

August 25 – 6:00 PM

September 8 – 6:00 PM

September 11 – 7:00 PM

September 22 – 6:00 PM – (Joint Session with Greenville Utilities Commission – GUC Board Room)

October 6 – 6:00 PM

October 9 – 7:00 PM

October 20 – 6:00 PM

November 10 – 6:00 PM

November 13 – 7:00 PM

November 24 – 6:00 PM – Consider canceling

December 8 – 6:00 PM

December 11 – 7:00 PM

December 22 – 6:00 PM – Consider canceling



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Budget and capital improvement program schedule for fiscal years 2014-2015 and 2015-2016

Explanation: Attached is the proposed budget and capital improvement program schedule for the FY 2014-2015 budget and FY 2015-2016 financial plan.

Fiscal Note: No cost associated with adoption of the budget and capital improvement program schedule.

Recommendation: Adopt the attached budget and capital improvement program schedule.

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

Attachments / click to download

[Budget and CIP Schedule 968446](#)

**City of Greenville, North Carolina
Budget and Capital Improvement Program (CIP) Schedule
Fiscal Year(s) 2014-2015 and 2015-2016
DRAFT**

Thursday	December 12, 2013	Budget and CIP schedule presented to City Council
Monday	March 10, 2014	* Proposed CIP presented to City Council
Monday	April 7, 2014	City Council preview of proposed City Budget
Monday	May 5, 2014	Proposed City, GUC, SML, and CVA Budgets presented to City Council
Thursday	May 8, 2014	Further discussion of proposed Budgets by City Council (Optional)
Monday	May 19, 2014	Further discussion of proposed Budgets by City Council (Optional)
Monday	June 9, 2014	Public Hearing - Fiscal Year 2014-2015 Budget and 2015-2016 Plan
Thursday	June 12, 2014	Consideration of adoption of the Fiscal Year 2014-2015 Budget and 2015-2016 Plan

* Meeting may be moved to March 17 pending City Council adoption of 2014 Meeting Schedule



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Report on Tire Storage Activities and Alternatives for Text Amendments

Explanation: **Abstract:** On October 10, 2013, the City Council received a one-page discussion item entitled “Item 11: Tire Dealerships and the Storage and Disposal of Tires” along with a brief staff presentation. At the conclusion of this discussion, City Council directed staff to investigate issues and develop any recommendations for ordinance revisions if needed.

Explanation: Out of approximately 26 known businesses that sell automobile tires within the City, Planning Division staff determined that six businesses appear to violate Zoning Ordinance standards and/or the State Fire Prevention Code. These six businesses appear to hold onto more of their inventory than what would typically be expected, to the point that their outdoor tire storage activities are objectionable. Of the six identified, the Planning Division, Code Enforcement Division, and the Fire-Rescue Department have conducted research and inspections resulting in various stages of enforcement actions on three businesses and will take steps to research, inspect and enforce the remaining three businesses as staff resources allow.

Two recommended text amendments relating to tire storage are identified in the attached staff report on page 4. One alternative is to continue to allow outside tire storage with the addition of new criteria to lessen the visual impacts. Another alternative is to prohibit outside tire storage entirely.

Fiscal Note: No cost to the City.

Recommendation: Staff requests City Council's direction on which text amendment alternative to pursue.

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Attachments / click to download

 [Tire Storage Report to City Council 968313](#)

Report on Tire Storage Activities and Alternatives for Text Amendments

Contents:

- Section I. City Council Directive – Page 1
- Section II. Zoning Ordinance Regulations – Page 1
- Section III. Current Zoning Violations to Tire Storage Standards – Page 1
- Section IV. Enforcement Actions to Date (11/26/13) – Page 2
- Section V. Shortfalls of Existing Tire Storage Standards– Page 2
- Section VI. Alternatives for Text Amendments– Page 4

- Appendices
- Appendix A: Photographs of Tire Storage Areas– Page 5
- Appendix B Excerpt of Relevant Zoning Ordinance Standards– Page 18



**Report Developed by the City of Greenville
Community Development Department - Planning Division
December 2, 2013**

Section I: City Council Directive

On October 10, 2013, City Council received a one page discussion item entitled “Item 11: Tire Dealerships and the Storage and Disposal of Tires” along with a brief staff presentation. At the conclusion of discussing the issue of tire storage, the City Council directed staff to investigate the issues and develop any recommendations for ordinance revisions if needed.

Section II: Zoning Ordinance Regulations

The Zoning Ordinance classifies tire repair as minor automobile repair activities and is permitted by right in CH and IU zoning districts.

Junk yards may only be permitted within the City of Greenville through a Special Use Permit in the Industry (I) zoning district.

The Zoning Ordinance does not require screening of tire storage areas from public view.

Section III: Current Violations to Tire Storage Standards

In some cases in Greenville, tire storage areas have grown to the extent that the areas exceed the square footage of the building from which the business operates. Out of approximately twenty six known businesses that sell automobile tires within the City, Planning Division staff determined six businesses appear to violate the: Zoning Ordinance Sec. 12-3-3(A) and (f), “Nuisances Prohibited; Enumeration” due to the excessive concentration of automobile tires stored outside; could be considered junk yards; and/or violate the State Fire Prevention Code.

Photographs of these properties are provided in Appendix A:

1. Quality Tire and Auto Services, 104 E. Belvoir Rd.
2. Colony Tire, 110 Daughtridge Dr.
3. Carolina Tire Services, 1620 N. Greene St.
4. Dickinson Tire and Auto Services, 1025 Dickinson Ave.
5. Carolina Tire and Auto Services, 2800 S. Memorial Dr.
6. RimTyme Custom Wheels, 3006 S. Memorial Dr.

Relevant excerpts from the City Code state the following.

“Sec. 12-3-3 NUISANCES PROHIBITED; ENUMERATION,

The following enumerated and described conditions are hereby found, deemed and declared to constitute a detriment, danger and hazard to the public health and the public safety of the inhabitants of the city and are found deemed and declared to be public

nuisances wherever the same may exist, and the creation, maintenance or failure to abate any nuisances is hereby declared unlawful:

- (A) Any condition which is a breeding ground or harbor for mosquitoes or a breeding ground or harbor for rats or other pests;**
- (F) Any concentration of combustible items such as mattresses, boxes, paper, automobile tires and tubes, garbage, trash, refuse, brush, old clothes, rags or any other combustible materials or objects of a like nature;...**

Section IV: Enforcement Actions to Date (11/26/13)

Several businesses have been observed by the Code Enforcement Division, the Fire/Rescue Department and Community Development Department and actions have been taken by the respective City Departments.

As this is a Planning Division Staff Report, following are enforcement actions to date from the Planning Division. The Planning Division has focused its attention on the property which has the largest concentration of tires and which has grown in volume the fastest, Carolina Tire and Auto Services located at 2800 S. Memorial Dr. Aerial Photographs from 2012 and 2013 are shown in Appendix B, Photographs #12-14.

- On October 10, 2013, the Planning Division mailed a notice of violation to the Zoning Ordinance to the property owners of Carolina Tire and Auto Services located at 2800 S. Memorial Dr.
- On November 4, 2013, the Planning Division served a second notice of violation to the Zoning Ordinance to the property owners of Carolina Tire and Auto Services located at 2800 S. Memorial Dr. The letter was signed by the property owner to acknowledge receipt.
- On November 20, 2013, the Planning Division met with the property owner of Carolina Tire and Auto Services located at 2800 S. Memorial Dr. to offer a final chance to propose a plan to comply with the Zoning Ordinance. The property owner signed a document stating that all tires will be removed by December 13, 2013.

Section V: Shortfalls of Existing Tire Storage Standards

There are two main shortfalls in the tools currently available to address outside tire storage. One shortfall is that the City has two sets of standards that appear in different Codes and the other is that the Zoning Ordinance standards are inadequate as currently adopted.

Having two sets of standards are challenging to enforce and can be confusing to property owners whom store tires. There are standards the Fire/Rescue Department uses that are set by the State of North Carolina. It is the Planning Division's understanding from conversations with the Fire/Rescue Department that they can only enforce the State Fire Prevention Standards. The Fire Prevention Standards address how tires are to be stored in proximity to structures and property lines. The standards also address the volume of tires which in certain cases, depending on how tires can be stored, may be very large. The standards do not address screening tires to reduce visual impacts.

The second shortfall is that the City's Zoning Ordinance standards are inadequate as currently written to assist in intervening before problems become very large. Our current standards could be characterized as "too little and too late." Our standards allow outdoor tire storage, but do not set any kind of size limit for the areas allowed for tire storage. The standards do not require any type of screening of tire storage from public streets or adjacent properties.

The only standard of significance the City has to enforce is when the storage has grown to such an excessive quantity that it can be considered a junk yard. Since junk yards require Special Use Permits in limited zoning districts, any property that has grown to an extent it can be considered a junk yard and has not received a Special Use Permit, can be cited as a zoning violation. By the time a property has such an abundance of tires for it to be considered a junkyard; it has likely already become a public nuisance and possibly a fire and safety hazard to adjacent properties. When properties get to this point, it becomes a major code enforcement challenge to force property owners to remove their tires in a timely manner due to the cost of disposal and the limited disposal stream (limited to 500 tires per day per property owner) the landfill will accept. The City's current allowance of tires to grow to such proportions, by omission of standards, could be misconstrued by tire businesses that such a practice is condoned, only to later receive a notice of violation.

Section VI: Alternatives for Text Amendments

During the City Council meeting on October 10, 2013, City Council directed staff to investigate the issues and develop any recommendations for ordinance revisions if needed. Staff recommends text amendments that address the following omissions in the Zoning Ordinance. One approach is to continue to allow tires to be stored outside with the addition of criteria to lessen the visual impacts, while another approach is to prohibit outside tire storage entirely.

1. Allow tires to be stored outside while amending the Zoning Ordinance to: (A) add limits to the total area for tire storage; AND (B) Require screening of tires. These standards are intended to minimize the visual impact of outdoor tire storage and to reduce the probability of such activity creating a public nuisance:
 - A. Limit the total area for outdoor tire storage:
 1. Limit the area allowed for outdoor tire storage to a percentage of the property (such as 10% of the property);
 2. Limit the area allowed for outdoor tire storage to a percentage of the buildings from which the business operates (such as 25% of the building)' or
 3. Establish a "not to exceed limit" of outdoor tire storage, regardless of the size of the property and building.
 - B. Require screening the areas where tires are to be stored by either requiring that tires are stored behind buildings or through requiring the installation of opaque fencing and/or landscaping.

OR

2. Prohibit tires from being stored outside of buildings.

Appendix A Photographs of Tire Storage Areas

1. Quality Tire and Auto Services, 104 E. Belvoir Rd



Photo #1: 2012 Aerial Photograph of Quality Tire and Auto Services
Source: 2012 City of Greenville, NC GIS Aerial



Photo #2: 2013 Aerial Photograph of Quality Tire and Auto Services
Source: Google Earth Jan. 6, 2013



Photo #3: Oct. 1, 2013 Photograph of Quality Tire and Auto Services
Source: City of Greenville Planning Division

2. Colony Tire, 110 Daughtridge Dr



Photo #4: 2012 Aerial Photograph of Colony Tire
Source: 2012 City of Greenville, NC GIS Aerial



Photo #5: 2013 Aerial Photograph of Colony Tire
Source: Google Earth Jan. 6, 2013



Photo #6: Oct. 1, 2013 Photograph of Colony Tire
Source: City of Greenville Planning Division

3. Carolina Tire Services, 1620 N. Greene St.



Photo #7: 2012 Aerial Photograph of Carolina Tire Service,
Source: 2012 City of Greenville, NC GIS Aerial



Photo #8: 2013 Aerial Photograph of Carolina Tire Service
Source: Google Earth Jan. 6, 2013



Photo #9: Oct. 1, 2013 Photograph of Carolina Tire
Source: City of Greenville Planning Division

4. Dickinson Ave. Auto and Tire, 1025 Dickinson Ave.



Photo #10:2012 Aerial Photograph of Dickinson Ave. Auto and Tire
Source: 2012 City of Greenville, NC GIS Aerial



Photo #11:2013 Aerial Photograph of Dickinson Ave. Auto and Tire
Source: Google Earth Jan. 6, 2013



Photo #12: Oct. 1, 2013 Photograph of Dickinson Ave. Auto and Tire
Source: City of Greenville Planning Division

5. Carolina Tire and Auto Services, 2800 S. Memorial Dr.

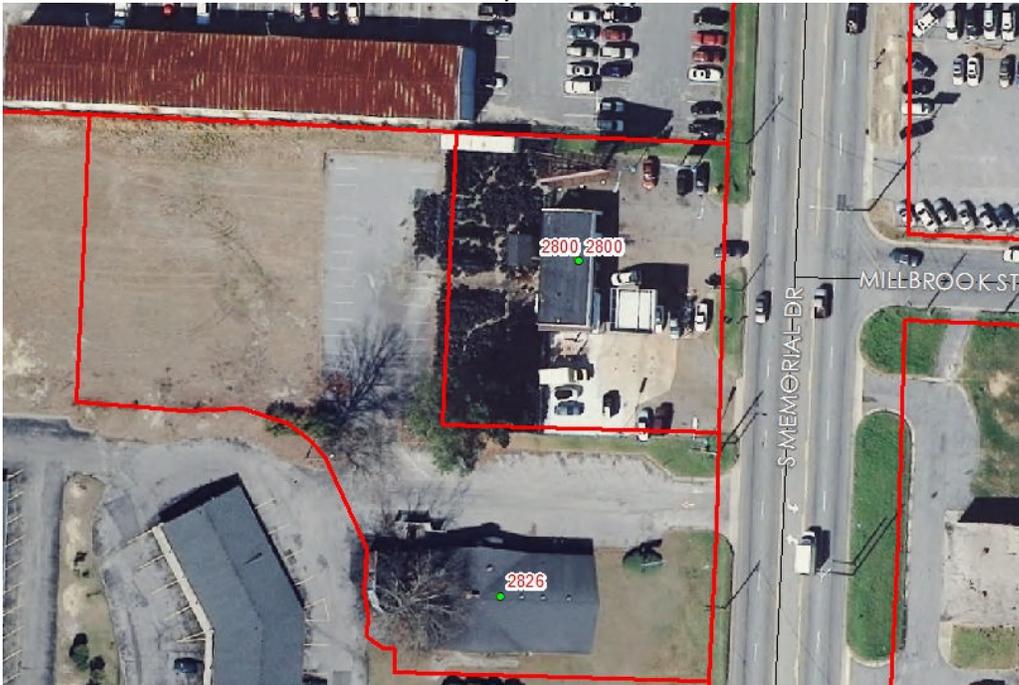


Photo #13: 2012 Aerial Photograph of Carolina Tire and Auto Services
Source: 2012 City of Greenville, NC GIS Aerial



Photo #14: 2013 Aerial Photograph of Carolina Tire and Auto Services
Source: Google Earth Jan. 6, 2013



Photo #15: Oct. 1, 2013 Photograph of Carolina Tire and Auto Services

Source: City of Greenville Planning Division

Note: This is not a view from the street. The photograph was taken from the side of the adjacent property.

6. RimTyme Custom Wheels, 3006 S. Memorial Dr.



Photo #16: 2012 Aerial Photograph of RimTyme Custom Wheels
Source: 2012 City of Greenville, NC GIS Aerial



Photo #17: 2013 Aerial Photograph of RimTyme Custom Wheels
Source: Google Earth Jan. 6, 2013



Photo #18: Oct. 1, 2013 Photograph of RimTyme Custom Wheels
Source: City of Greenville Planning Division
Note: A telephoto lens was used to zoom in on tires stored at the rear of the property within close proximity to a multi-family residential building.

Appendix B Excerpts of Relevant Zoning Ordinance Standards

SEC. 9-4-22 DEFINITIONS.

Repair; major. The following activities shall be considered major repair:

- (1) Engine overhaul or dismantling of subparts;
- (2) Body or frame repair;
- (3) Windshield or glass replacement;
- (4) Transmission, starter, alternator or other subpart rework service;
- (5) Welding or metal cutting; and
- (6) Any other repair other than minor repair.

Repair; minor. The following activities shall be considered minor repair:

- (1) Engine tune-up; changing of plugs, filters, oil, lubricants, belts, adjustments;
- (2) Change and rotate tires;**
- (3) Brake services;
- (4) Electrical system services;
- (5) Radiator services;
- (6) Muffler services; and
- (7) Battery service.

SEC. 9-4-86 LISTED USES; SPECIFIC CRITERIA.

(B) *Major or minor repair facilities.*

- (1) All wrecked or damaged motor vehicles and parts shall be screened so as not to be visible from adjoining property lines and street right-of-way.
- (2) All vehicles on the premises for repair shall be stored at the rear of the principal structure.
- (3) No vehicle shall be stored on the premises for more than 15 days.
- (4) There shall be no exterior storage of items other than vehicles.

- (5) Sale of vehicles shall be in accordance with Article B, section 9-4-22, definition of automobile, truck, recreational vehicle, motorcycle and boat sales, contained therein.
- (6) Rental or utility trailers, cars and trucks shall be permitted as accessory uses, provided that all units in excess of four shall be screened from adjoining street right-of-way and property lines in accordance with Bufferyard C or with a bufferyard of greater intensity as required by the bufferyard regulations.
- (7) Outdoor displays of products such as tires, oil, wiper blades or other similar products shall be permitted provided they are within ten feet of the principal structure and outside required bufferyards. Signage displayed in conjunction with such display shall be in accordance with the sign regulations.
- (8) All services except fuel sales shall be performed within a completely enclosed building.

SEC. 12-3-3 NUISANCES PROHIBITED; ENUMERATION.

(A) **Any condition which is a breeding ground or harbor for mosquitoes or a breeding ground or harbor for rats or other pests;**

(F) Any concentration of combustible items such as mattresses, boxes, paper, **automobile tires** and tubes, garbage, trash, refuse, brush, old clothes, rags or any other combustible materials or objects of a like nature;



City of Greenville, North Carolina

Meeting Date:
12/12/2013
Time: 7:00 PM

Title of Item: Parade and Event Permitting Concerns

Explanation: Mayor Allen Thomas has requested a discussion on solutions for parade and event permitting issues related to discretion with permits for non-profits.

Fiscal Note: To be determined.

Recommendation: Discuss the issue as requested by Mayor Thomas.

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