



Agenda

Greenville City Council

February 20, 2012
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Mayor Pro-Tem Glover

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

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

VI. Appointments

1. Appointments to Boards and Commissions

VII. Consent Agenda

2. Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center
3. Resolution approving a lease agreement with the Center for Family Violence Prevention

VIII. Old Business

4. Order to close a portion of Skinner Street and Smith Street

IX. New Business

5. Presentation on Revenue Enhancement Project results and strategies
6. Feasibility study on mandating curbside refuse collection for all new sanitation service customers
7. Emergency medical service units at Fire/Rescue Stations 4 and 7
8. Dream Park funding

X. Comments from Mayor and City Council

XI. City Manager's Report

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 2/20/2012
Time: 6:00 PM

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments or reappointments need to be made to the Affordable Housing Loan Committee, Community Appearance Commission, Historic Preservation Commission, Human Relations Council, Police Community Relations Committee, and Youth Council.

Fiscal Note: No fiscal impact.

Recommendation: Make appointments or reappointments to the Affordable Housing Loan Committee, Community Appearance Commission, Historic Preservation Commission, Human Relations Council, Police Community Relations Committee, and Youth Council.

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

Attachments / click to download

 [Muni Report Appointments to Boards and Commissions 914698](#)

Appointments to Boards and Commissions

February 20, 2011

Affordable Housing Loan Committee

Council Liaison: Council Member Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
Karalee Coughlin	4	Filling unexpired term	Resigned	February 2012
Sterling Reid	5	Filling unexpired term	Did not meet attendance requirements	February 2012

Community Appearance Commission

Council Liaison: Council Member Calvin Mercer

Name	District #	Current Term	Reappointment Status	Expiration Date
Valerie Guess	5	First term	Did not meet attendance requirements	July 2014

Historic Preservation Commission

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Kerry Carlin	1	Filling unexpired term	Eligible	January 2012
Dennis Chestnut	3	Second term	Ineligible	January 2012
Charlotte Cohen	3	Filling unexpired term	Resigned	January 2012

Human Relations Council

Council Liaison: Mayor Pro-Tem Rose Glover

Student Representatives from Higher Educational Institutions

Name	District #	Current Term	Reappointment Status	Expiration Date
Guillaume Bagal (ECU)	1	First term	Moved out of state	October 2011
Michael Rouse (PCC)	5	First term	Moved out of city limits	October 2011

Police Community Relations Committee

Council Liaison: Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Willie Roberts (Mayor Pro-Tem Glover)	2	First term	Did not meet attendance requirements	October 2013

Youth Council

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Ten Available Slots		Filling unexpired term		September 2012

Applicants for Affordable Housing Loan Committee

Thomas Hines
211 Patrick Street
Greenville, NC 27834

District #: 1

Application Date: 10/6/2011

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

Jackie Parker
3709 Live Oak Lane
Greenville, NC 27858

District #: 5

Application Date: 7/8/2010

Home Phone:
Business Phone:
Email: mrjparker@aol.com

Applicants for Community Appearance Commission

NONE

Applicants for Historic Preservation Commission

Terry King
1310 Thomas Langston Rd. #7
Winterville, NC 28590

District #: 5

Application Date: 2/11/2011

Home Phone: (252) 412-5228

Business Phone:

Email: terryeu2@aol.com

Richard Weir
2074-3 Old Firetower Rd.
Greenville, NC 27858

District #: 5

Application Date: 8/21/2011

Home Phone: (252) 565-5663

Business Phone: (252) 216-9347

Email: raw03@gmailcom

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

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

Angela Marshall
2609B Boone Court
Greenville, NC 27834

Application Date: 4/29/2011

District #: 1

Home Phone: (252) 258-4104
Business Phone: (252) 328-4173
Email: marshalla@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

Shawan Sutton
903 Douglas Avenue
Greenville, NC 27834

Application Date: 10/14/2011

District #: 1

Home Phone: (252) 414-3384
Business Phone: (252) 328-5803
Email: shawrasc@aol.com

Applicants for Human Relations Council (continued)

Richard Weir
2074-3 Old Firetower Rd.
Greenville, NC 27858

Application Date: 8/21/2011

Home Phone: (252) 565-5663

Business Phone: (252) 216-9347

Email: raw03@gmailcom

District #: 5

Applicants for Police Community Relations Committee

Isaac Chemmanam
402 Lochview Drive
Greenville, NC 27858

District #: 4

Application Date: 1/18/2012

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

Ann Eleanor
102 Lindenwood Drive
Greenville, NC 27834

District #: 5

Application Date: 2/13/2011

Home Phone: (252) 227-4240
Business Phone:
Email: aeleonor@suddenlink.net

Terry King
1310 Thomas Langston Rd. #7
Winterville, NC 28590

District #: 5

Application Date: 2/11/2011

Home Phone: (252) 412-5228
Business Phone:
Email: terryeu2@aol.com

Adam Lawler
502 Treybrooke Circle, Apt. 32
Greenville, NC 27858

District #: 1

Application Date: 10/26/2011

Home Phone: (252) 558-2037
Business Phone: (252) 737-4640
Email: adam.e.lawler@gmail.com

Aaron Lucier
1516 Thayer Drive
Winterville, NC 28590

District #: 5

Application Date: 2/23/2011

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

Howard Stearn
2818 Jefferson
Greenville, NC 27858

District #: 3

Application Date: 11/9/2011

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

Applicants for Youth Council

Daniel Barondes
3517 Wallingford Road
Greenville, NC 27858

District #: 5

Application Date: 11/21/2011

Home Phone: (252) 353-1797

Business Phone:

Email: dbarondes@gmail.com



City of Greenville, North Carolina

Meeting Date: 2/20/2012
Time: 6:00 PM

Title of Item: Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center

Explanation: The City of Greenville acquired the property in the Fall of 2006, which now comprises the Lucille W. Gorham Intergenerational Center. Since September 15, 2006, the City and East Carolina University have had a Memorandum of Understanding for the provision of services, lease of a building, and site management of the Intergenerational Center. The cooperative effort between the City of Greenville and East Carolina University is for the purpose of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville.

The current Memorandum of Understanding is for a one-year period beginning on March 1, 2010, with a provision that it could be extended for additional terms upon mutual agreement. It was extended for a one-year period commencing on March 1, 2011, and expiring on February 29, 2012. ECU has requested that the MOU be extended for an additional one year commencing on March 1, 2012, and expiring on February 28, 2013.

The MOU provides that the University will lease the first floor of the Lessie Bass Building. It provides that the University will provide services and activities at the Lessie Bass Building and that it will coordinate with a planning team relating to the services and activities. The planning team consists of persons appointed by the University and members of the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc. (a nonprofit corporation whose representatives have been working closely with the University in the activities and services at the Lessie Bass Building). The MOU recognizes that the second floor of the Lessie Bass Building may be leased to this nonprofit and provides that the University will cooperate with the shared use of the building. The MOU also provides that the University will provide site management for the Center by developing regulations relating to the use of the Center by the tenants of the Center. Currently, the State of North Carolina, the Little Willie Center, Inc., and the Lucille W. Gorham Intergenerational Community Center, Inc. are

tenants on the property. A copy of the Memorandum of Understanding is attached.

Fiscal Note:

There are expenses to the City included in the Public Works Department budget for maintaining the buildings and grounds at the Lucille W. Gorham Intergenerational Center.

Recommendation:

Approve the extension of the Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center.

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

Attachments / click to download

 [Memorandum of Understanding](#)

NORTH CAROLINA
PITT COUNTY

MEMORANDUM
OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this the 12th day of February, 2010, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the CITY, and East Carolina University, a constituent institution of the University of North Carolina pursuant to N. C. GEN. STAT. 116-1, *et seq.*, Party of the Second Part and hereinafter referred to as the UNIVERSITY;

WITNESSETH:

WHEREAS, North Carolina General Statute 160A-456 authorizes the CITY to engage in community development programs and activities, North Carolina General Statute 160A-492 authorizes the CITY to undertake and engage in human relations programming and activities, and North Carolina General Statute 160A-353 authorizes the CITY to operate recreational facilities;

WHEREAS, North Carolina General Statute 160A-274 authorizes the CITY to lease, upon such terms and conditions it deems wise, to any other governmental unit any interest in real property and North Carolina General Statute 160A-20.1 authorizes the CITY to contract with any person, association, or corporation to carry out a public purpose that the CITY is authorized by law to engage in;

WHEREAS, the UNIVERSITY'S involvement in this cooperative effort is part of its mission of service to promote economic development, community engagement, and to provide educational and service opportunities for its faculty and students; and

WHEREAS, the CITY and the UNIVERSITY have agreed to partner and cooperate with each other in order to operate the facilities known as the Lucille W. Gorham Intergenerational Center.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the CITY and the UNIVERSITY agree as follows:

1. Purpose. The purpose of this Memorandum of Understanding is to provide for a

cooperative effort between the CITY and the UNIVERSITY for the operation of the Lucille W. Gorham Intergenerational Center in order to provide a multidisciplinary community center in an attempt to meet needs that exist in West Greenville. To the extent possible and consistent with the missions, resources, and operational limitations of the parties, this purpose will be accomplished by providing services and activities in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, and social work.

2. Definition of Center. For the purpose of this Memorandum of Understanding, the Lucille W. Gorham Intergenerational Center is defined as the property and buildings shown on the attached Exhibit A which is incorporated herein by reference. Buildings located upon the property, as shown on Exhibit A, are the former Sanctuary, former Rectory, former Annex, former School, and the Lessie Bass Building. The Lucille W. Gorham Intergenerational Center is hereinafter referred to as the CENTER. Whenever the CENTER is referred to in this Memorandum of Understanding it does not mean the legal entity of the Lucille W. Gorham Intergenerational Community Center, Inc.

3. Lease. The UNIVERSITY shall lease from the CITY the first floor of the Lessie Bass Building. The lease shall be on the terms as established in a separate lease agreement attached hereto as Exhibit B. It is understood and agreed that the second floor of the Lessie Bass Building, in part or whole, may be leased to the Lucille W. Gorham Intergenerational Community Center, Inc. In the event of such a lease for all or part of the second floor, the UNIVERSITY will cooperate with the Lucille W. Gorham Intergenerational Community Center, Inc. in connection with access to the Lessie Bass Building, the provision of services at the Lessie Bass Building, and other matters relating to the shared use of the Lessie Bass Building.

4. Services at the Lessie Bass Building. During the term of the lease agreement between the CITY and the UNIVERSITY described in Paragraph 3, above, the UNIVERSITY will operate programs and activities at the Lessie Bass Building in order to meet the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in the sole discretion of the UNIVERSITY, after

receipt and consideration of input from the planning team hereinafter described, in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and evaluation services, health services, business services, culture and fine arts services, and grant writing support. Subject to availability of appropriate and adequate resources, including but not limited to funding and personnel, the specific programs and activities proposed to be provided by the UNIVERSITY at the Lessie Bass Building are as follows:

- Availability of social work services via UNIVERSITY faculty and/or students;
- Coordination of a planning team to convene on-site at the CENTER on the second Friday of each month. The planning team will consist of the director of UNIVERSITY programs and activities at the Lessie Bass Building, five (5) UNIVERSITY faculty members, appointed by the UNIVERSITY, with at least one (1) of the five (5) being from the UNIVERSITY College of Human Ecology, and five (5) members of the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc., appointed by the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc. The planning team will provide consultation and advice regarding issues that pertain to the development of proposals for, administration and delivery of the services and activities of the CENTER and report those issues to the UNIVERSITY and the CITY;
- Provision of programmatic assessment and evaluation services to all tenants who occupy space and propose to deliver services and activities at the CENTER;
- Requirement of semi-annual service reports from all tenants of the CENTER. The service reports will become a part of the annual service provider evaluation and assessment report generated by the UNIVERSITY;
- Coordination of funding possibilities and grant proposals for the UNIVERSITY and, as appropriate, other tenants relating to use of the CENTER based on needs that exist in West Greenville;
- Provision of assistance for an advisory board relating to the CENTER to consist of representatives from the community, Lucille W. Gorham Intergenerational Community Center, Inc., CITY and UNIVERSITY, said advisory board to provide input to the UNIVERSITY on the tenants as provided in Paragraph 5; and
- Provision of such other services and programs determined to be appropriate by the UNIVERSITY after receipt and consideration of input from the planning team hereinbefore described.

5. Other Tenants. If vacancies occur, the UNIVERSITY will recruit, assess, and approve the tenants that will be providing services and activities at the buildings located at the CENTER other than the first floor of the Lessie Bass Building which will be used by the UNIVERSITY and other than the former Sanctuary which will not be leased to a tenant but, instead, will be used as a community building for meetings, programs and events approved by the UNIVERSITY. In determining the tenants, the UNIVERSITY will establish and utilize a process which includes input from an advisory board consisting of representatives from the community, Lucille W. Gorham Intergenerational Community Center, Inc., CITY and UNIVERSITY. The tenants, if any, shall be chosen by the UNIVERSITY upon the recommendation of the advisory board with the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, and social work. The CITY will be the lessor in the lease with each tenant located at the CENTER.

6. Utilities, Maintenance and Repairs. The CITY or the tenant as provided in a lease will be responsible for the expense for the utilities (not including telephone services and network connections), maintenance, and repairs of all buildings located at the CENTER except that, during the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible for the expense for telephone and network connections serving or used for that portion of the Lessie Bass Building leased to UNIVERSITY and the UNIVERSITY will be responsible for the expense of utilities at the Lessie Bass Building. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible, at the tenant's expense, for utilities, telephone and network connections unless the CITY determines otherwise. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant leases the property in its existing condition and that the tenant shall make no material alterations, additions, improvements, or renovations to the property without the prior approval of the CITY.

7. Operation Expenses. During the term of the lease agreement described in

Paragraph 3, above, the UNIVERSITY will be responsible for providing, at its expense, the staffing, furniture, equipment, supplies, and other items necessary for its programs and activities in that portion of the Lessie Bass Building leased by the UNIVERSITY. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible for providing, at the tenant's expense, the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which they conduct.

8. Housekeeping Services. During the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible, at its expense, for housekeeping, cleaning, and janitorial services for that portion of the Lessie Bass Building leased by the UNIVERSITY. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible, at the tenant's expense, for housekeeping, cleaning, and janitorial services at the buildings or portions of building used by them for the provision of programs and activities at the CENTER.

9. Report. The UNIVERSITY will provide a written report to the CITY on an annual basis which describes the services being provided at the CENTER, describes issues related to the CENTER, and evaluates the activities and effectiveness of the programs and activities being provided at the CENTER.

10. Site Management Duties. In addition to recruiting, assessing, and approving tenants, the UNIVERSITY will develop regulations relating to the use of the CENTER by the tenants, said regulations to include, but not be limited to, the manner to resolve any disputes or conflicts involving the tenants and the manner to respond to complaints by the tenants, which shall be made binding upon the tenants under the terms of their respective leases. It is understood and agreed that said regulations shall not result in a fee or a charge to a tenant unless the tenant expressly agrees. Additionally, the UNIVERSITY will advise the CITY of any needed repairs or maintenance. The CITY will make repairs in an expedient manner. The payment of any rental amounts from tenants shall be made directly to the CITY and will be retained by the CITY.

11. Hold Harmless. To the extent permitted and limited by the laws of North Carolina, the CITY will indemnify and hold the UNIVERSITY harmless from any liabilities which are associated with its activities as the owner of the CENTER, and its activities relating to its responsibilities as described in this Memorandum of Understanding to the extent that such liability for damages is caused by or results from the acts of the CITY, its officers or employees. The UNIVERSITY will be responsible for the conduct of its officers and employees arising out of the performance of this Memorandum of Understanding to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of the UNIVERSITY, its officers or employees. The lease of each tenant located at the Intergenerational Center shall provide that, to the extent permitted and limited by the laws of North Carolina, the tenant will indemnify and hold the CITY and the UNIVERSITY harmless from any liabilities associated with the programs and activities conducted by the tenant at the CENTER.

12. Naming of Center and Buildings. The CITY shall have the sole right to name the CENTER and the individual buildings located at the CENTER. No signs shall be erected at the CENTER without the express written approval of the CITY. The CITY will consult with the UNIVERSITY prior to naming the CENTER and the individual buildings located at the CENTER and prior to approving the erection of any signs at the CENTER. The lease of each tenant located at the CENTER shall provide that the CITY has the sole right to name the CENTER and the individual buildings located at the CENTER and that no signs shall be erected at the CENTER without the express written approval of the CITY.

13. Duration. The term of this Memorandum of Understanding shall be for a period of one (1) year commencing on March 1, 2010. This Memorandum of Understanding may be extended for an additional term(s) upon the mutual written agreement of the parties.


14. Amendment. This Memorandum of Understanding contains the entire understanding of the parties and shall not be altered, amended, or modified, except by an

agreement in writing executed by the duly authorized officials of both the UNIVERSITY and the CITY.

15. Governance. This Memorandum of Understanding shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereby have caused this Memorandum of Understanding to be executed in duplicate originals, as of the day and year first above written.

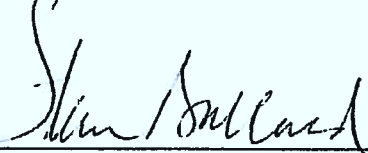
CITY OF GREENVILLE

By: 
Patricia C. Dunn, Mayor

ATTEST:


Wanda T. Elks, City Clerk

EAST CAROLINA UNIVERSITY

By: 
Steve Ballard, Chancellor

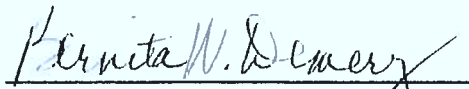
APPROVED AS TO FORM:



David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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



Bernita W. Demery, Director of Financial Services

Exhibit A: Lucille W. Gorham Intergenerational Center



Boundary of Property

Item # 2



EXHIBIT B

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF PITT

THIS LEASE AGREEMENT, made and entered into this the 12th day of February, 2010, by and between the **City of Greenville**, hereinafter designated as Lessor, and the **State of North Carolina**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Greenville, County of Pitt, North Carolina**, more particularly described as follows:

Being ±1,806 square feet of office space located at the Lessie Bass Building, First Floor, 1100 Ward Avenue, Greenville, Pitt County, North Carolina. (Exhibit A – Floor Plan Attached)

(ECU – Intergenerational Center)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of one (1) year commencing on the **1st day of March, 2010**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **28th day of February, 2011**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$24,999.00** per annum, which sum shall be paid in equal monthly installments of **\$2,083.25**, said rental to be payable within fifteen (15) days from receipt an original invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

RENEWAL

This lease agreement may be renewed for two (2) additional one (1) year periods upon mutual agreement in writing by Lessor and Lessee and in the event of such renewal, all of the terms and conditions of this lease agreement shall continue in full force and effect.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.
- C. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- D. Parking.
- E. The leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- F. Any fire or safety inspection fee and stormwater fee will be paid by Lessor.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease

EXHIBIT B

is an extension or renewal shall be and remain the property of the Lessee, and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises were destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term, or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premises leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **c/o City Manager, Post Office Box 7207, Greenville, North Carolina 27835-7207** and the Lessee, **c/o Associate Vice Chancellor for Administration and Finance – Business Services, ECU, 224 Ragsdale Building, Greenville, North Carolina 27858-4353**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

Speros J. Fleggas
Deputy Secretary

City of Greenville

Wayne Bowers
City Manager

EXHIBIT B

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for the County and State
aforesaid, do hereby certify that Speros J. Fleggas, personally appeared before me this date
and acknowledged the due execution of the foregoing instrument as the Deputy Secretary of the
Department of Administration of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2010.

Notary Public

Print Name

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and
State aforesaid, do hereby certify that Wayne Bowers, personally came before me this day and
acknowledged the due execution of the foregoing instrument as City Manager of the City of
Greenville for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2010.

Notary Public

Print Name

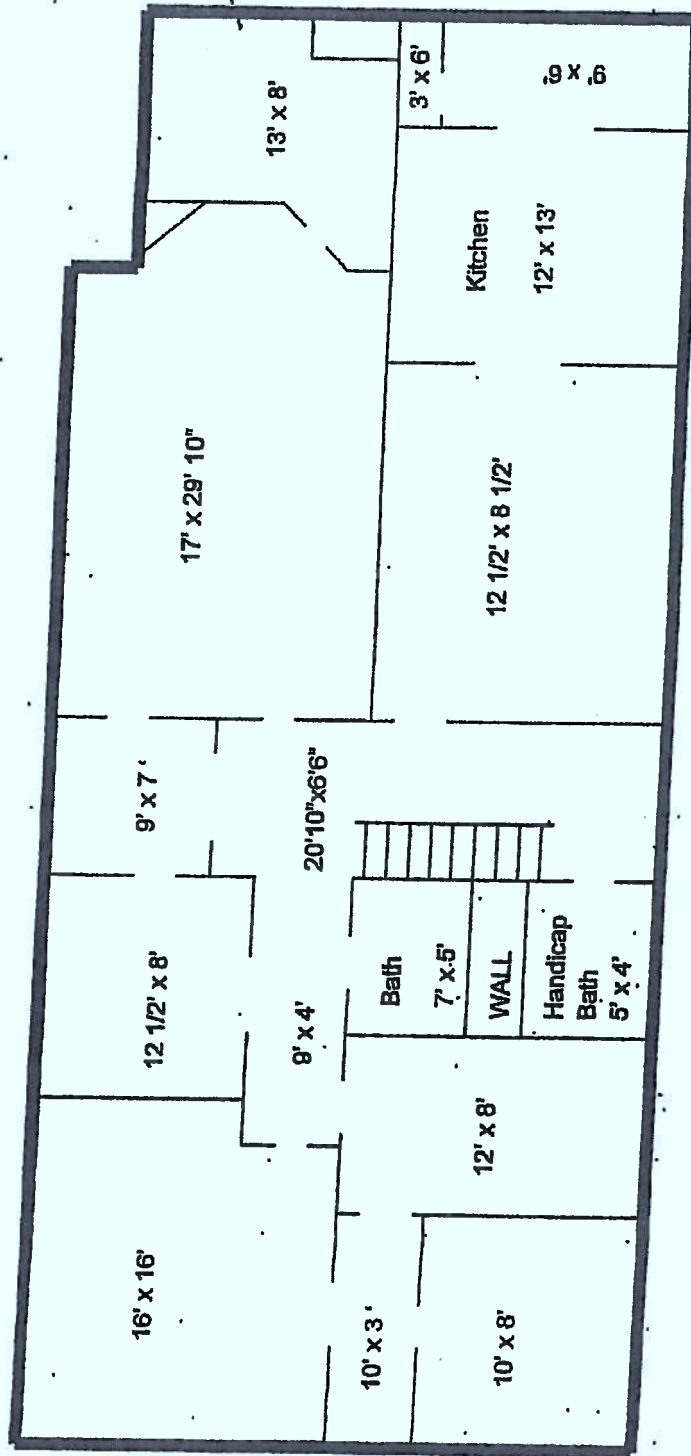
My Commission Expires:

EXHIBIT B

Exhibit A

LESSIE BASS BUILDING

First Floor Plan



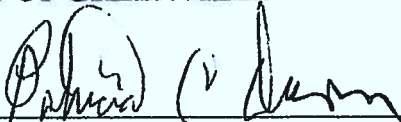
**NORTH CAROLINA
PITT COUNTY**

**EXTENSION OF
MEMORANDUM OF UNDERSTANDING**

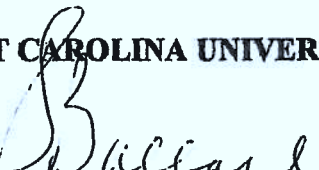
In accordance with the provisions of section 13 of the Memorandum of Understanding by and between the City of Greenville and East Carolina University, and dated February 12, 2010, the undersigned parties do hereby agree to extend the term of said Agreement for an additional term of one (1) year commencing on March 1, 2011. All remaining terms and conditions of the Memorandum of Understanding not amended by this Extension shall remain in full force and effect.

This Extension of Memorandum of Understanding being executed in duplicate originals, as of the 15th day of February, 2011.

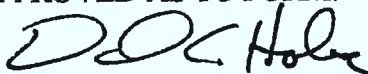
CITY OF GREENVILLE

BY: 
Patricia C. Dunn, Mayor

EAST CAROLINA UNIVERSITY

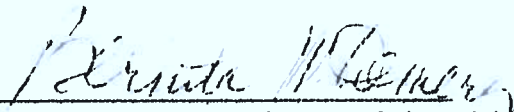
BY: 
Steve Ballard, Chancellor

APPROVED AS TO FORM:


David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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


Bernita W. Demery, Director of Financial Services



City of Greenville, North Carolina

Meeting Date: 2/20/2012
Time: 6:00 PM

Title of Item: Resolution approving a lease agreement with the Center for Family Violence Prevention

Explanation: The Center for Family Violence Prevention (formerly the Family Violence Program, Inc. of Pitt County) has a lease with the City for property owned by the City. This property is used for a family violence shelter program and has been leased by the Center from the City since at least 1994. The current lease is for a five (5) year period commencing on April 1, 2007, and expires on the last day of March, 2012, with an annual rental fee of \$1 per year. The lease provides that the Center for Family Violence Prevention is responsible for maintenance, repair, utility and insurance expenses.

Attached is a proposed lease extending the term for another five years and at an annual rental of one dollar provided that either the City or the Center for Family Violence Prevention may terminate the lease after the first year of the lease by the provision of at least 180 days notice to the other. The proposed lease continues the lease terms similar to the lease currently in effect. Approval of the attached resolution will result in the approval of the lease.


Fiscal Note: One dollar to be received as an annual lease payment each year.

Recommendation: Approve the attached Resolution authorizing a lease agreement for City property with the Center for Family Violence Prevention.

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

Attachments / click to download

 [Resolution Approving 2012 Lease with the Center for Family Violence Prevention 917343](#)

 [2012 Lease Agreement Family Violence Program of Pitt County dba New Directions 917330](#)

RESOLUTION - 12
RESOLUTION APPROVING LEASE AGREEMENT WITH THE
CENTER FOR FAMILY VIOLENCE PREVENTION

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the first year of the lease and, at this time, it appears that it will not be needed by the City for the five (5) year term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the Center for Family Violence Prevention for the 0.69 acre property described in Deed Book 030, at Page 525, Pitt County Registry, for a term of five (5) years commencing on April 1, 2012, and terminating on March 31, 2017, for the annual rental sum of one dollar, provided that either the City or the Center for Family Violence Prevention may terminate the lease after the first year by the provision of at least 180 days notice to the other.

This the 20th day of February, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT , made and entered into this the ____ day of February, 2012, between the City of Greenville, hereinafter referred to as LESSOR, and the Center for Family Violence Prevention, a North Carolina corporation with its principle office in Greenville (Pitt County) NC, hereinafter referred to as LESSEE;

Subject to the terms and conditions of this LEASE, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

Property located at 431 West Fifth Street and as described in Book 030 at Page 525 in the Pitt County Registry of which contains approximately 0.69 acres.

The terms and conditions of this LEASE are as follows:

1. Term.

The term of this LEASE is for five (5) years, commencing on the first day of April, 2012, and expiring on the last day of March, 2017. This term may not be terminated except as provided in this LEASE.

This LEASE may be terminated at any time by either party by the provision to the other party of written notice of its intent to terminate the LEASE specifying the date of termination, said notice to be given at least one hundred eighty (180) days prior to the specified date of termination and said date of termination to be no earlier than the last day of March, 2013.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of April of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Holding Over.

If LESSEE remains in possession of the leased premises after the expiration of the term of this LEASE, LESSEE shall be deemed to be occupying the premises as a tenant from month-to-month only, but otherwise subject to all of the terms and conditions of this Lease Agreement. The month-to-month tenancy may be terminated by either party upon 30 days written notice to the other.

4. Use.

The leased premises shall be used by LESSEE for a family violence shelter program. This use may include temporary living quarters for victims of family abuse and necessary office space or meeting activities. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR.

5. Repairs and Maintenance.

LESSEE shall maintain the buildings and grounds. LESSEE may contract with LESSOR on a time and materials cost basis for the performance of any maintenance or repairs necessary to the structure.

6. Alterations.

LESSEE shall have the right to make alterations, addition or improvements to the leased premises as it deems necessary or desirable. All alterations and improvements shall comply with applicable construction laws and regulations.

7. Utilities.

LESSEE shall be responsible for providing and paying for all electricity, gas, lighting, heating, water, air conditioning, sewer, telephone, and all other charges for utilities used by LESSEE in connection with the occupancy of the premises.

8. Insurance.

LESSEE will at all times during the term of this LEASE, at its own cost and expense, insure and keep in effect insurance on the building currently located on the leased premises and on all contents, including fire insurance with additional coverage commonly known as supplemental contract or extended coverage, showing LESSOR as an additional insured, covering the interests of the LESSOR and LESSEE, written by an insurance company or companies authorized to do business in the State of North Carolina in an amount equal to the full replacement value thereof. In addition, the LESSEE shall keep the leased property insured, at its sole cost and expense, against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with certificates of insurance evidencing said coverage.

9. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this LEASE shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than 50% of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its business, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this LEASE by notifying the other party as provided in section 23.

10. Assignment and Subletting.

LESSEE may not assign or transfer this LEASE or sublet the premises or any part of the premises without the prior written consent of the LESSOR.

11. Indemnity.

LESSEE agrees to indemnify and save harmless the LESSOR from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, occurring on or within the demised premises.

12. Loss of Funding.

In the event that LESSEE shall become insolvent, cease operation, or not receive adequate grant funding from the State of North Carolina or contributions from the Pitt County United Way or other sources, this LEASE shall cease and terminate and LESSOR shall be entitled to immediate possession of the premises.

13. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of 30 days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this LEASE terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this LEASE and shall remain in default for a period of 30 days after written notice from the LESSEE calling attention to such default, the LESSEE may declare this LEASE terminated without prejudice to any other legal remedy it may have on account of such default.

14. Liens.

LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the lease property or upon the

right, title or interest of the LESSEE created by this LEASE after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

15. Access.

LESSEE will permit LESSOR and LESSOR's agents to enter on the leased premises at all reasonable times to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property.

16. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this LEASE may peacefully and quietly have, hold and enjoy the said leased premises on all the terms of this LEASE.

17. Permits for Occupancy or Renovation.

LESSEE shall be responsible for obtaining any building permits, zoning compliance or special use permits for use of the facilities for the intended program of the LESSEE, or for expansion, reconstruction or renovation of the existing facility.

18. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently if mailed by first class mail to the City Manager of the LESSOR, for notices to the LESSOR, or to the Executive Director of the LESSEE, for notices to the LESSEE.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

BY: _____
Allen M. Thomas, Mayor

ATTEST:

BY: _____
Carol L. Barwick, City Clerk

CENTER FOR FAMILY VIOLENCE PREVENTION

BY: _____
Myers Chandler, Chairman

ATTEST:

BY: _____
Kate Phelps, Secretary

**NORTH CAROLINA
PITT COUNTY**

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

Witness my hand and Notarial Seal, this the _____ day of _____, 2012.

Notary Public

My Commission expires: _____.

**NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Kate Phelps personally appeared before me this day and acknowledged that she is the Secretary of the CENTER FOR FAMILY VIOLENCE PREVENTION, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its corporate name by its Chairman, sealed with its corporate seal, and attested by herself as Secretary.

Witness my hand and Notarial Seal, this the _____ day of _____, 2012.

Notary Public

My Commission expires: _____.



City of Greenville, North Carolina

Meeting Date: 2/20/2012
Time: 6:00 PM

Title of Item: Order to close a portion of Skinner Street and Smith Street

Explanation: Attached for City Council's consideration is an Order to Close a Portion of Skinner Street and Smith Street. The attached map identifies the segments of right-of-ways to be closed.

City Council adopted a Resolution of Intent to close these street segments during their December 8, 2011 meeting and also set the date for the public hearing on the request for its January 12, 2012 City Council meeting.

In pursuant to the provisions of G.S. 160A-299, the Resolution of Intent was advertised in the Daily Reflector on four consecutive Mondays (December 19 & 26, 2011 and January 2, & 9, 2012). Signs displaying the notice of a public hearing, the adopted Resolution of Intent, and a site map were posted on December 14th, 2011 at two prominent locations on the street sections to be closed. The resolution was also delivered by certified mail to adjoining property owners as listed on the Pitt County tax records.

The Municipal and Crossing Closures Agreement with North Carolina Department of Transportation, CSX Transportation, Inc., Carolina Coastal Railway, and Norfolk Southern Railway Company, dated May 7, 2010, and approved by City Council on June 7, 2011 as Contract No. 1863, lists five (5) at-grade municipal street crossings to be removed and permanently closed. The Skinner Street crossing, Crossing No. 645 509U, is one of these crossings.

At the Skinner Street crossing the City of Greenville is the adjoining property owner on the south side of Carolina Coastal Railway and along both sides of Skinner Street for a distance of about 369 feet. Once the Skinner Street railroad crossing is closed, the section of Skinner Street adjoining City property will no longer be needed to provide access to privately owned property or other City streets.

On January 12, 2012 the City Council conducted the required public hearing and tabled action on the order until its February 20, 2012 meeting. On January 24,

2012 the City Manager and Public Works Director met with area property owner Irving Mills to discuss concerns about the street closure. A proposed plan of action to address these concerns will be presented at the February 20, 2012 Council meeting.

Fiscal Note:

Budgeted funds for the maintenance of these street sections will no longer be required upon adoption of a Resolution to Close by City Council. The City will no longer receive Powell Bill funds for these street sections.

Recommendation:

Hear a report addressing the concerns of property owner Irving Mills and approve the Order to Close the portions of Skinner Street and Smith Street identified on the attached street closing map.

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

Attachments / click to download

- [Municipal Agreement](#)
 - [Skinner Street and Smith Street Closing Map](#)
 - [Resolution to Close a portion of Skinner Street and Smith Street 914948](#)
-

STATE OF NORTH CAROLINA
COUNTY OF PITT

Prepared by: City of Greenville
Return to: City of Greenville
PO Box 7207
Greenville, NC 27834

**RESOLUTION CLOSING A PUBLIC STREET
PORTION OF SKINNER STREET AND SMITH STREET**

**RESOLUTION NO. _____
AN ORDER OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA
TO CLOSE A PORTION OF SKINNER STREET AND SMITH STREET**

WHEREAS, the City Council of the City of Greenville, at its December 8th, 2011 meeting, adopted a resolution declaring its intent to close a portion of Skinner Street and Smith Street and

WHEREAS, pursuant to the provisions of G.S. 160A-299, said resolution was published once a week for four (4) successive weeks in The Daily Reflector setting forth that a hearing will be held on the 12th day of January 2012, on the question of the closing a portion of Skinner Street and Smith Street; and

WHEREAS, a copy of the resolution was sent by certified mail to all owners of the property adjoining the portion Skinner Street and Smith Street, as shown on the County tax records, and a notice of the closing and the public hearing was prominently posted in at least two (2) places along said portions of streets; and

WHEREAS, a hearing was conducted on the 12th day of January 2012, at which time all persons interested were afforded an opportunity to be heard on the question of whether or not the closing will be detrimental to the public interest or the property rights of any individual; and

WHEREAS, it appears to the satisfaction of the City Council of the City of Greenville, North Carolina, after conduction of said hearing, that the closing of a portion of West Gum Road is not contrary to the public interest, and that no individual owning property in the vicinity of said street or in the subdivision in which said street is located would thereby be deprived of reasonable means of ingress and egress to their property; and

IT IS NOW THEREFORE ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the property described below be and the same is closed, and all right, title and interest that may be vested in the public to said area for street purposes is released in accordance with the provisions of G.S. 160A-299:

- To Wit: Being a portion of the 1700 block of Skinner Street and Smith Street as shown on the plat entitled, "Street Closing Map, Portion of Skinner Street and Smith Street", prepared by the City of Greenville, dated November 22, 2011.
- Location: Lying and being in the City of Greenville, Pitt County, North Carolina, south of Carolina Coastal Railway and north of Norris Street with said street sections being more accurately described as follows:
- Description: BEGINNING at a point at the intersection of the eastern right of way line of Skinner Street with the southern right of way of Carolina Coastal Railway, thence from said located POINT OF BEGINNING and running along the eastern right of way line of Skinner Street, S07°20'39"E - 369.26 feet to a point; thence running along a line perpendicular to Skinner Street, S 82°39'21"W - 50.00 feet to a point in the western right of way line of Skinner Street; along the western right of way line of Skinner Street, N 07°20'39"W - 15.0 feet to an existing iron pipe; thence continuing with the western right of way line of Skinner Street, N 07°20'39"W - 344.68 feet to an existing iron pipe located at the intersection of the western right of way line of Skinner Street with the southern right of way line of Smith Street; thence running along the southern right of way line of Smith Street, S 83°07'49"W - 408.89 feet to a point in a ditch; thence running along the center of the ditch, N21°16'32"E -11.34 feet to a point in the southern right of way of Carolina Coastal Railway; thence running along the southern right of way line of Carolina Coastal Railway, N 83°07'49"E - 453.46 feet to a point in the eastern right of way of Skinner Street, the POINT OF BEGINNING, containing 0.5173 acres more or less as shown on a map titled "Street Closing Map, Portion of Skinner Street and Smith Street", prepared by the City of Greenville, dated November 22, 2011.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that the City of Greenville does hereby reserve its right, title, and interest in any utility improvement or easement within the street closed pursuant to this order. Such reservation also extends, in accordance with the provisions of G.S. 160A-299(f), to utility improvements or easements owned by private utilities which at the time of the street closing have a utility agreement or franchise with the City of Greenville.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that this Order shall become effective on the first day work begins to remove and permanently close the at-grade municipal street crossing of Skinner Street, being designated as Crossing No. 645 509U, in the Municipal and Crossing Closures Agreement with North Carolina Department of Transportation, CSX Transportation, Inc., Carolina Coastal Railway, and Norfolk Southern Railway Company, dated May 7, 2010, and approved by City Council as Contract No. 1863 on June 7, 2011.

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that, upon the effective date of this Order, the Mayor and City Clerk are authorized to execute quit-claim deeds or other legal documents to prove vesting of any right, title or interest to those persons owning lots or parcels adjacent to the street in accordance with G.S. 160A-299(c), provided all costs shall be paid by any adjoining

landowner requesting such action, all documents must be approved by the City Attorney and all documents, when appropriate, must reserve to the City any easements retained by the City. The intent of this paragraph is to authorize the execution of quit-claim deeds when requested by adjacent property owners; however, none are required and this paragraph is not intended to alter the vesting of title by operation of law as established by G.S. 160A-299(c).

IT IS FURTHER ORDERED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE that a copy of this Order shall be filed in the Office of the Register of Deeds of Pitt County.

Duly adopted this the 20th day of February, 2012.

Allen M. Thomas, Mayor

ATTEST:

Carol Barwick, City Clerk

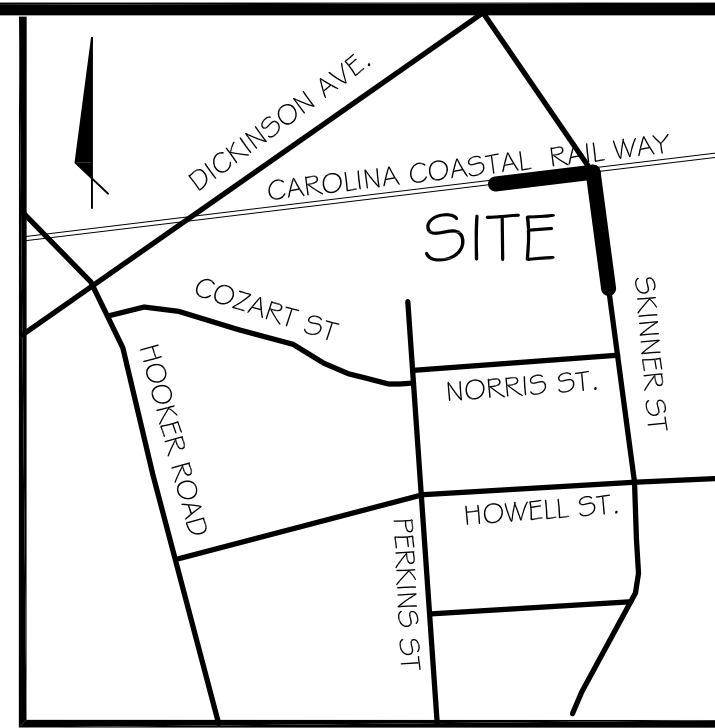
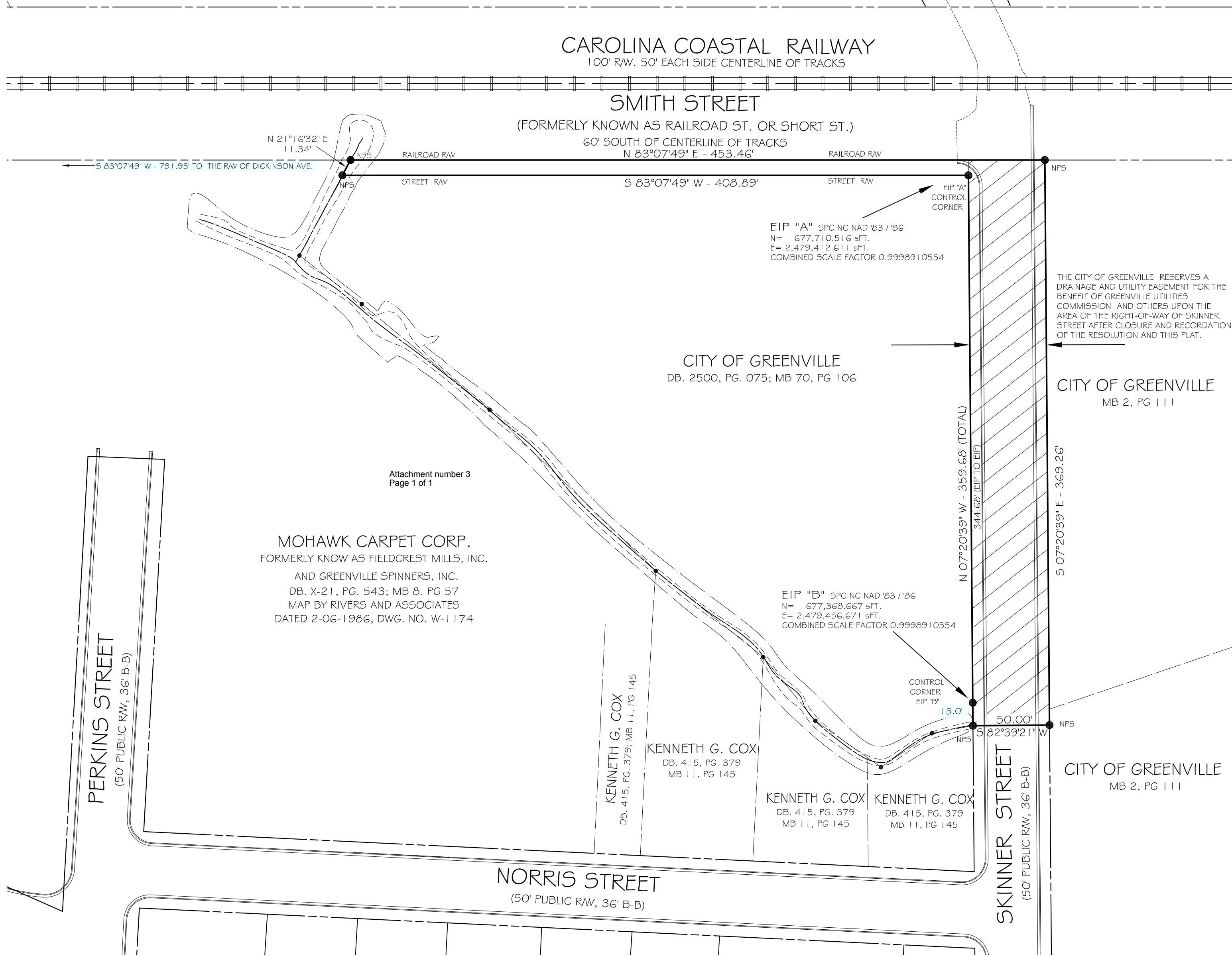
NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public, do hereby certify that Carol L. Barwick, City Clerk, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand and notarial seal this 20th day of February, 2012.

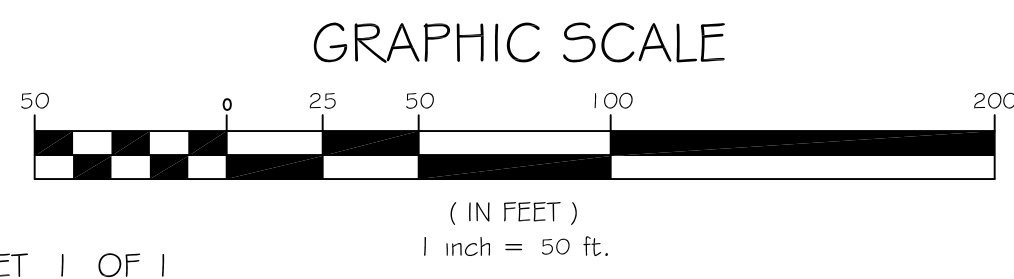
NOTARY PUBLIC

My Commission Expires: _____



- LEGEND**
- NCGS CONTROL MONUMENT
 - PKS = P.K. NAIL SET
 - IPS = IRON PIPE SET
 - EIP = EXISTING IRON PIPE
 - NPS = NO POINT SET (POINTS NOT LABELED)
 - ERB = EXISTING REBAR
 - DB. = DEED BOOK
 - MB. = MAP BOOK
 - PG. = PAGE
 - RW = RIGHT OF WAY

- GENERAL NOTES**
1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 2. ALL BEARINGS ARE NC GRID; ALL DISTANCES ARE GROUND MEASUREMENTS UNLESS OTHERWISE NOTED.
 3. PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720468700J, DATED JANUARY 2, 2004.
 4. THE CITY OF GREENVILLE RESERVES A DRAINAGE AND UTILITY EASEMENT UPON THE AREA OF THE RIGHT-OF-WAY OF SKINNER STREET AFTER CLOSURE AND RECORDATION OF THE RESOLUTION AND THIS PLAT.



STREET CLOSING MAP
PORTION SKINNER STREET
AND SMITH STREET
BEING SOUTH OF CAROLINA COASTAL RAILWAY
AND NORTH OF NORRIS STREET
GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY NORTH CAROLINA

City of Greenville
Public Works Dept., Engineering Division
1500 BEATTY STREET
GREENVILLE NC, 27834

SURVEYED: BLM APPROVED: WBA
DRAWN: BLM DATE: 11/22/11
CHECKED: TEC SCALE: 1" = 50'

SUBDIVISION EXEMPTION CERTIFICATE

THE CITY OF GREENVILLE HEREBY ACKNOWLEDGES THAT THIS SURVEY IS EXEMPT FROM THE DEFINITION OF A SUBDIVISION.

CITY OF GREENVILLE PLANNING DEPARTMENT

REVIEW OFFICER'S CERTIFICATE

I, _____, 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 _____

MAYORS CERTIFICATION

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF SKINNER STREET AND SMITH STREET AS SHOWN HEREON.

RESOLUTION NO. _____

SIGNED _____ ALLEN THOMAS, MAYOR

ATTEST _____ CAROL BARWICK, CITY CLERK

SURVEYOR'S CERTIFICATION

I, BILLY LEE MERRILL, CERTIFY THAT THIS PLAT WAS DRAWN BY ME FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME DEED DESCRIPTIONS RECORDED IN BOOKS REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHODS IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USING TO PERFORM THE GPS SURVEY:

POSITIONAL ACCURACY: 0.07 FEET +/- 50 PPM TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORK UNITS: US SURVEY FOOT
DATE(S) OF SURVEY: DEC. 2, 2010 PUBLISHED/FIXED-CONTROL MONUMENTS USED: "STADIUM", "LUPTON", "OLIN"
DATUM / EPOCH: NAD 83 (2007) GEOD MODEL: GEOD09 COMBINED GRID FACTOR: 0.9998910554

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(a), THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF A SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 22nd DAY OF NOVEMBER, 2011.

SIGNED _____ BILLY LEE MERRILL
PROFESSIONAL LAND SURVEYOR No. L-2956

NORTH CAROLINA
PITT COUNTY

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

CITY OF GREENVILLE

AND

CSX TRANSPORTATION, INC.

AND

CAROLINA COASTAL RAILWAY

AND

NORFOLK SOUTHERN RAILWAY
COMPANY

5/7/2010

MUNICIPAL AND CROSSING
CLOSURES AGREEMENT

TIP #: Y-4802I

WBS Elements:

OTHER FUNDING:

THIS AGREEMENT is made and entered into on the last date executed below, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter referred to as the "Department", the CITY OF GREENVILLE, a local government entity, hereinafter referred to as the "Municipality", CSX TRANSPORTATION, INC., a corporation of Virginia, hereinafter referred to as "CSXT" and CAROLINA COASTAL RAILWAY, a corporation of Virginia, hereinafter referred to as "CLNA" and NORFOLK SOUTHERN RAILWAY COMPANY, a corporation of Virginia, hereinafter referred to as "NS".

WITNESSETH:

WHEREAS, the Department, CSXT, CLNA and NS entered into separate Master Agreements for Grade Crossing Warning Devices executed 10/16/08, 1/22/08 and 3/28/08 respectively for the construction and implementation of signal improvements statewide, including but not limited to those municipal crossings referenced in this Agreement; and,

WHEREAS, said Master Agreements serve as a guide and set forth a process

between the Department, Municipality, CSXT, CLNA and NS for crossing improvements;
and,

WHEREAS, the Department and the Municipality, on the 4th day of September 2003, entered into an Agreement to conduct a Greenville Traffic Separation Study completed July 2008 that outlines certain near-term, mid-term and long-term recommendations for highway-rail at-grade crossings within the Municipality to include crossing closures, roadway improvements, and safety device enhancements as shown on the attached "Final Improvements Listing" (Exhibit "A"); and,

WHEREAS, said Agreement was supplemented on the 26th day of April, 2005 to include an investigation of the feasibility to improve rail capacity and transference of freight between CSX Transportation and Norfolk Southern Railway at the CSXT/NS railroad at-grade crossing; thereby dividing the Traffic Separation Study in two - (2) phases; and,

WHEREAS, Phase 1 consists of the feasibility study of improving the rail capacity and transference of freight at the CSXT/NS railroad at-grade crossing; and,

WHEREAS, Phase 2 consists of the comprehensive study and highway/railroad at-grade crossing analysis of the public crossing of the tracks of CSX Transportation and Norfolk Southern Railway within the Municipality; and,

WHEREAS, the analysis has been completed and the Municipality, by resolution on the 11th day of August 2008, has approved the recommendations in the Greenville Railroad Congestion Project Study (Phase 1) dated April 2008 and the Traffic Separation Study for the City of Greenville (Phase 2) , which include the closure of specific at-grade crossings; and,

WHEREAS, the Department and the Municipality have agreed to make a "best effort" to adhere to the finding of the analysis and implement the recommendations of the analysis; and,

WHEREAS, the Resolution adopted on the 11th day of August, 2008 ("Exhibit B") by the City Council of the City of Greenville approved the recommendations in the "Traffic Separation Study for the City of Greenville" and the "Greenville Rail Improvements Study"

including the closure and removal of the following municipal crossings: Gum Road (Crossing No. 641 859V), Dudley Street (Crossing No. 641 553R), Alley Street (Crossing No. 641 610C), Skinner Street (Crossing No. 465 509U), and S. Pitt Street (Crossing No. 465 496V) in Pitt County; and,

WHEREAS, the Department, Municipality, CSXT, CLNA and NS have agreed to participate in certain costs and/or other responsibilities in the manner and to the extent as hereinafter set out; and,

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. SCOPE OF PROJECT

The project consists of the following safety improvements:

(A) removal and permanent closure of the Crossing No. 641 859V (Gum Road), Crossing No. 641 553R (Dudley Street), Crossing No. 641 610C (Alley Street), Crossing No. 465 509U (Skinner Street), and Crossing No. 465 496V (S. Pitt Street) in Pitt County; and,

(B) construction of a new at-grade crossing on the CSXT rail line at Mile Post AA-152.95 to include signals and gates; said new crossing, including signals and gates to be funded entirely by the Municipality and covered by a separate agreement between CSXT and Municipality. In accordance with CSXT procedures, the removal and permanent closure of Crossing No. 641 859V (Gum Road), Crossing No. 641 553R (Dudley Street), Crossing No. 641 610C (Alley Street) shall be counted towards the Municipality receiving approval for the approval of the new at-grade crossing on the CSXT rail line; and,

(C) design and install/upgrade of grade crossing warning devices (automatic warning devices) and crossing surface widening improvements, as noted on attached Exhibit A; and,

(D) install railroad-preempted traffic signals on municipal system streets at the

grade crossing improvement project, as noted on attached Exhibit A.

2. FUNDING

Subject to compliance by all parties with the provisions set forth in this Agreement, and the availability of federal funds, the Department's Rail Division shall be responsible for the cost of the design and construction of those improvements as shown on Exhibit A, at no expense to the Municipality. Said work shall be charged against the Department's Rail Division Federal funds, Federal-aid Crossing Hazard Elimination Program, under TIP Project No. Y-4802I

3. PLANNING AND DESIGN

CONTENT OF PLAN PACKAGE

The Department, and/or its agent, shall be responsible for the preparation of the environmental and/or planning document, obtain any environmental permits, needed to construct the project, prepare a State approved erosion and sedimentation control plan, be responsible for the design of the project plans and specifications for the project and estimates (PS&E package) as appropriate, and administer and/or award the construction contract and supervise project construction as outlined in Provision 1 of this Agreement. Work will be determined by the environmental planning process and specified in the final construction plans. Said work shall be performed by the Department in accordance with Departmental and Federal standards and specifications, policies, procedures and local codes and ordinances, at no expense to the Municipality. Plans for said work shall be prepared by the Department and submitted to the Municipality, CSXT and CLNA for review. Written review comments from the Municipality CSXT and CLNA shall be received by the Department within sixty (60) days of submittal. If comments are not received within sixty days, the Department will presume plan approval and concurrence by the Municipality, and CSXT and CLNA. The Department shall have the right to abandon the project at any time before the Municipality has been called upon to perform any part of its agreement. All sites

selected for improvement, all plans for improvements and all contracts with CSXT and CLNA will be subject to the approval of the Municipality prior to CSXT and CLNA performing any work.

4. RIGHT OF WAY (ROW)/ UTILITY AUTHORIZATION

The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

TIME FRAME FOR ROW ACTIVITY

The Municipality will accomplish all ROW activities, to include certification of ROW, within sixty (60) days after receipt of written authorization from the Department to proceed.

5. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality, at no liability or expense whatsoever to the Department, shall be responsible for providing and/or acquiring any required right of way and/or easements for the Project.

The Department shall coordinate closures and removal of crossing surfaces within the operating right-of way with the Municipality, CSXT, NS, and CLNA.

RIGHT OF WAY GUIDANCE

The Municipality shall accomplish all right of way (ROW) activities, including acquisition and relocation, in accordance with the following: Federal Aid Policy Guide, Title 23 of the Code of Federal Regulations, Part 710, Subpart B, and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; North Carolina General Statutes, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

CLEARANCE OF PROJECT LIMITS/RIGHT OF WAY

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said right of way, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within said right of way. The Municipality shall indemnify and save harmless the Department, Federal Railroad Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Railroad Administration.

6. UTILITIES

The Municipality, and/or its agent, at no expense or liability to the Department, CSXT, CLNA or NS, shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to beginning construction of the project. The Municipality shall submit a request, in writing, to all utility owners to relocate or adjust their facilities in accordance with the Right of Way Acquisition Policy contained in the Federal-

Aid Policy Guide, Title 23 of the Code of Federal Regulations, Part 710, Subpart B, incorporated by reference at: www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm.

If the Municipality and other authorized utility providers must maintain service in the areas proximate to the crossing, CSXT, CLNA and NS shall work with said parties to enter into standard license agreements for any utility transverse crossings for aerial or underground electric, telecommunication, water, sanitary sewer, storm sewer, natural gas and other facilities, public and/or private that presently exist and are being maintained. The Municipality or other authorized utility providers shall be responsible for providing a description of said utilities and descriptions of facilities and locations to CSXT, CLNA and NS for the development of the necessary instruments and shall sign and comply with said instruments. The Municipality shall not be responsible for payment of the normal and customary licensing fees for utilities it owns and maintains at the project site.

7. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for projects on a street maintained by the Municipality, shall provide the Right of Way Agent, located at the Agency's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

8. CONSTRUCTION

Subject to successful completion of the planning document and all required environmental work, the Department, and/or its agent, will construct the project in accordance with the plans and specifications adopted therefore or as altered or amended by the Department. The Department shall perform, or cause to be performed, the necessary construction engineering, sampling and testing, and supervision required prior to and during the construction of the Project. The Department shall have the right to abandon

the project at any time before the Municipality has been called upon to perform any part of its agreement.

The Department shall be responsible for all improvements to and repair of the municipal street approaches to the subject grade crossing closure project. Improvements shall consist of, but not be limited to, installation of all pavement markings, signs, drainage, sidewalk relocation/repair, fill materials, and pipe extensions. All work shall be performed within the existing rights of way and in accordance with Departmental and Federal standards and specifications, policies, procedures and local codes and ordinances, and the current CSXT, CLNA, and NS standard track construction specifications, the current AREMA Manual, Volume 1, the current NC DOT's Standard Specifications for Roads and Structures, and the grade crossing system manufacturers' specifications.

The Municipality shall allow the Department to install and/or construct said crossing signals and/or related safety improvements on city maintained streets at the specified at-grade crossings shown in the "Final Improvements Listing" (Exhibit "A").

The Department will notify the Municipality, CSXT and CLNA as to the date when Crossing No. 641 859V (Gum Road), Crossing No. 641 553R (Dudley Street), Crossing No. 641 610C (Alley Street), Crossing No. 465 509U (Skinner Street), and Crossing No. 465 496V (S. Pitt Street) in Pitt County can be closed and removed. The closing of Crossing No. 641 859V (Gum Road), Crossing No. 641 553R (Dudley Street), Crossing No. 641 610C (Alley Street) shall occur after CSXT has approved the new at-grade crossing on the CSXT rail line at Mile Post AA-152.95. CSXT and CLNA shall have sixty (60) days after this date to close and remove crossings. Said crossing will not be closed until written authority is given by the Department to permanently close the crossings.

9. RAILROAD OBLIGATIONS

CSXT and CLNA will coordinate the removal of Crossing No. 641 859V (Gum Road), Crossing No. 641 553R (Dudley Street), Crossing No. 641 610C (Alley Street), Crossing No.

465 509U (Skinner Street), and Crossing No. 465 496V (S. Pitt Street)in Pitt County with the Department's Division 2 District Engineer, who may be contacted at (252) 946-7433 or the Department's Rail Division Project Engineer, Nancy Horne, who may be contacted at (919) 715-3686 or via email: nhorne@ncdot.gov.

The pavement in the operating railroad's right of way will be removed by CSXT and CLNA, at their respective crossings, including the removal of tile and continuation of any drainage ditches that exist parallel to CSXT and CLNA. The Department will haul and dispose of all asphalt, if requested to do so by CSXT and CLNA. CSXT and CLNA will be responsible for removal of the crossing timbers. The Department will grade and seed these areas to prevent erosion of the adjacent roadway and/or track bed. CSXT and CLNA agrees to provide flagging protection as necessary for work related to the crossing closure and said improvement projects. CSXT and CLNA shall remove related whistle posts and any grade crossing protection devices previously installed at Gum Road (Crossing No. 641 859V), Dudley Street (Crossing No. 641 553R), Alley Street (Crossing No. 641 610C), Skinner Street (Crossing No. 465 509U), and S. Pitt Street (Crossing No. 465 496V) in Pitt County and perform all work with its forces at no cost to the Department or Municipality. All closure related work, hereinafter referred to under Railroad Obligations, will be completed by CSXT and CLNA on their respective lines, at no cost to the Department or Municipality. All closure related work, hereinafter referred to in this section, will be completed by CSXT and CLNA on their respective lines at no cost to the Department or Municipality. The Department will also make a final inspection of the improvements upon completion of all work.

10. PROJECT EVALUATION REPORTS

The Department, CSX, CLNA and Municipality shall each assign a representative that will serve as a project manager on behalf of each party. The process shall be governed and guided by the Department's Rail Division representative that will serve as the lead

agency. The Department and Municipality will hold project coordination and progress meetings at least every ninety (90) days to discuss and review project progress. The Department, through its engineering consultant, will develop and maintain project evaluation reports that detail the progress achieved and potential benefits realized to date for the project and addresses short-term and long-term concerns. The Municipality shall provide information and updates for said reports in a timely manner. Project Evaluation Reports shall be completed for identified funded projects.

11. INDEMNIFICATION

The Municipality agrees to indemnify and hold harmless the Department and the State of North Carolina, to the extent allowed by law, for any and all claims for payment, damages and/or liabilities of any nature, asserted against the Department in connection with the Municipality's Project activities performed pursuant to this Agreement.

To the extent allowed under North Carolina law, CSXT, CLNA and NS will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damages and/or liabilities of any nature in connection with CSXT's, CLNA's and NS's Project activities performed pursuant to this Agreement. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

To the extent allowed under North Carolina law, the Department and the State of North Carolina will indemnify and hold harmless the Municipality, CSXT, CLNA and NS, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damages and/or liabilities of any nature in connection with the Department's and State of North Carolina's Project activities performed pursuant to this Agreement.

12. DEBARMENT POLICY

Per OMB Circular A-133, CSXT, CLNA and NS are prohibited from contracting with or making subawards under transactions covered by this agreement to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients). Contractors receiving individual awards for \$25,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. CSXT, CLNA and NS may rely upon the certification unless it knows that the certification is erroneous. CSXT, CLNA and NS agree that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by Federal department or agency.

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, CSXT, CLNA and NS certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

13. COMPLIANCE

The Department shall be responsible for ensuring compliance with all applicable State, Federal and local environmental laws and regulations and ordinances and shall be responsible for any fines, assessments or other penalties resulting from non-compliance by any entity performing work under contract with the Department.

14. AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented. Any changes to the project description will be agreed upon by all parties by means of a Supplemental Agreement.

15. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of departmental funding and fiscal constraints and the Agreement shall automatically terminate if funds cease to be available.

16. TERMINATION OF PROJECT

The Department shall have the right to abandon the project at any time before the Municipality has been called upon to perform any part of its agreement.

If CSXT, CLNA and NS decide to terminate the Project without the concurrence of the Department, CSXT, CLNA and NS shall reimburse the Department and the Municipality one hundred percent (100%) of all costs expended by the Department and the Municipality as associated with the Project.

If, upon completion of the design phase of the Project, the Municipality decides to terminate the Project, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. If the Department decides to terminate the Project, the Department shall reimburse the Municipality one hundred percent (100%) of all costs expended by the Municipality associated with said Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23.

17. TRAFFIC AND MAINTENANCE

It is further agreed that, upon completion of the project, the Department shall establish, enforce, install and maintain all traffic operating controls and devices in

accordance with the project plans, the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the Policy on Street and Driveway Access to North Carolina Highways, and all departmental criteria. Maintenance responsibility for the roadway improvements shall be assigned in accordance with the current Powell Bill Map and any subsequent revisions and the maintenance of the completed signal revision shall be accomplished in the same manner as maintenance of other State system signalized intersections and/or in accordance with Municipal Maintenance Agreements Schedule C and D.

Upon completion of the improvements as specified in this agreement, it is understood that the appropriate Railroad will be responsible for the maintenance of the warning devices (crossing signals and gates) on Municipal system streets, and the Municipality shall be responsible for payment to the operating Railroad for the proportional share of the annual maintenance costs of the new automatic warning devices or fifty percent (50%) of the operating Railroad's cost of maintenance of said devices pursuant to the provision of G.S. 160A-298(c) and G.S.136-20(h). Maintenance shall be performed in accordance with all applicable State and Federal specifications and ordinances. Maintenance of the highway/railroad grade crossing improvements and devices shall be at no expense to the Department, CSXT, CLNA or NS.

Upon completion of the project, the Municipality shall be responsible for the maintenance of all non-railroad signal and roadway improvements located on the municipally maintained street system, at no expense to the Department, CSXT, CLNA or NS.

18. ADDITIONAL PROVISIONS

The Department, Municipality, CSXT, CLNA and NS fully recognize that these closings are intended to be perpetual, and that one party shall not petition any other party

or entity to reopen the subject at-grade crossings to be closed or to open any new at-grade public or private crossing in proximity to the closure locations.

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or any person or to the public at large.

The Department must approve any assignment or transfer of the responsibilities of the Municipality, CSXT and CLNA set forth in this Agreement to other parties or entities.

No member, officer or employee of the Department, Municipality, CSXT, CLNA or NS shall have any interest, direct or indirect, in this Agreement or the proceeds there from.

19. ETHICS PROVISION

The parties acknowledge the requirements of N.C.G.S. § 133-32. In addition, the Department and its employees are bound by the provisions of Executive Order 24 (issued by Governor Perdue on October 1, 2009), which bans State employees from accepting or receiving gifts. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (i) have a contract with a governmental agency; or
- (ii) have performed under such a contract within the past year; or
- (iii) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

This Agreement is made under, and shall be governed and construed in accordance with, the laws of the State of North Carolina.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality, CSXT, CLNA and NS.

ATTACHMENT – EXHIBIT A

Grossing Number	Street Name	Recommendation
465 482M	SR 1726/Portertown Rd	No Action
465 483U	SR 1809/Windsor Rd	Add Gates/Re-do pavement
465 485H	SR 1807/Oxford Rd	No Action
465 488D	SR 1704/14th St	Add Median Barrier & Pedestrian Improvements across RR Crossing
465 489K	US 264/Greenville Blvd	Add Concrete Barrier/Replace crossing surface & Pedestrian Improvements across RR Crossing
465 490E	Brownlea Dr	No Action
465 491L	Elm St	Add Gates & Signal Preemption
465 492T	W. Berkley Rd	Add Gates
465 495N	SR 1702/Evans St	Add Concrete Barrier & Pedestrian Improvements across RR Crossing
465 496V	S. Pitt St	Railroad Closure
465 506Y	Beatty St	Add Gates & Signal Preemption
465 509U	Skinner St	Railroad Closure
465 512C	US 13/Memorial Dr	Replace Concrete Median & Pedestrian Improvements across RR Crossing
465 514R	SR 1324/W.H. Smith Blvd	Add Concrete Barrier & Pedestrian Improvements across RR Crossing
465 515X	Arlington Blvd	Add Concrete Barrier & Pedestrian Improvements across RR Crossing
465 516E	Spring Forest Rd	Add Gates
465 517L	SR 1203/Allen Rd	No Action
465 709D	W. 9th St	Removal of Spur once there is no longer service
	Ficklen St	Removal of Spur once there is no longer service
465 708W	W. 10th St	Removal of Spur once there is no longer service
465 707P	W. 11th St	Removal of Spur once there is no longer service
465 706H	W. 12th St	Removal of Spur once there is no longer service

465 705B	W. 13th St	Removal of Spur once there is no longer service
465 704U	W. 14th St	Removal of Spur once there is no longer service
641 847B	NC 903	No Action
641 850J	SR 1579/Staton Rd	Add Median Barrier
641 851R	SR 1527/N. Greene St	No Action
641 852X	NC 33/N. Greene St	Add Gates
641 853E	SR 1591/Industrial Blvd	Removal of Spur
641 857G	SR 1528/W. Belvoir Rd	Improve Pavement Markings
641 859V	Gum Rd	Railroad Closure
641 860P	SR 1530/Airport Rd	Pedestrian Improvements across RR Crossing
641 553R	Dudley St	No Action
641 557T	W. 3rd St	No Action
641 558A	W. 4th St	Add Gates
641 609H	5th St	Add Gates
641 610C	Alley St	No Action
641 854L	10th St Connector: SR 1598/W. 10th St	TIP Project
641 855T	10th St Connector: SR 1531/Dickinson Ave	TIP Project
641 614E	14th St	Add Median Barrier & Pedestrian Improvements across RR Crossing
641 615L	Howell St	Add Median Barrier
904 748H	Moye Hooker Connection/Line Ave	Add Median Barrier
642 719W	Arlington Blvd	Add Median Barrier
641 618G	US 264 Alt./Greenville Blvd	Add Median Barrier
641 620H	SR 1708/Fire Tower Rd	Add Median Barrier

IN WITNESS WHEREOF, this Agreement has been executed, the day and year heretofore set out, on the part of the Department, Municipality, CSXT, CLNA and NS by authority duly given.

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

ATTEST:
BY: *Carol L. Barwick*
Carol L. Barwick
TITLE: City Clerk
DATE: 6/7/2010

CITY OF GREENVILLE
BY: *Patricia C. Dunn*
Patricia C. Dunn
TITLE: Mayor, City of Greenville
DATE: 6/7/2010

Approved by City Council of the City of Greenville as attested to by the signature of Carol L. Barwick, Clerk of the City Council on 6/7/2010 (Date)

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

Bernita W. Demery
Finance Officer

Federal Tax Identification Number
566000229
City of Greenville

Remittance Address:
P.O. Box 7207
Greenville, NC 27835



IN WITNESS WHEREOF, this Agreement has been executed, the day and year heretofore set out, on the part of the Department, Municipality, CSXT, CLNA and NS by authority duly given.

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

L.S.

ATTEST:

CSX TRANSPORTATION, INC.

BY: Paul R. Hitchcock

BY: Charles E. Gullakson

TITLE: PAUL R. HITCHCOCK
CORPORATE SECRETARY

TITLE: Charles E. Gullakson
Assistant Chief Engineer

DATE: November 15, 2010

DATE: November 15, 2010

IN WITNESS WHEREOF, this Agreement has been executed, the day and year heretofore set out, on the part of the Department, Municipality, CSXT, CLNA and NS by authority duly given.

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

L.S.

ATTEST:

BY: May Cullen
TITLE: Secretary
DATE: 6-22-10

CAROLINA COASTAL RAILWAY

BY: [Signature]
TITLE: President
DATE: 6/22/10

IN WITNESS WHEREOF, this Agreement has been executed, the day and year heretofore set out, on the part of the Department, Municipality, CSXT, CLNA and NS by authority duly given.

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

L.S.

ATTEST:

BY: [Signature]
TITLE: Asst. Corp. Secy
DATE: 8-2-10

NORFOLK SOUTHERN RAILWAY COMPANY

BY: [Signature]
TITLE: General Manager
DATE: August 30, 2010



IN WITNESS WHEREOF, this Agreement has been executed, the day and year heretofore set out, on the part of the Department, Municipality, CSXT, CLNA and NS by authority duly given.

ATTEST:

BY: *James Dennis*
Secretary to the Board of Transportation

DEPARTMENT OF TRANSPORTATION

mmh
BY: *R. Real*
DIRECTOR - ENGINEERING & SAFETY
RAIL DIVISION

DATE: 11-24-10

DATE: 11/23/10

Remittance Address:
North Carolina Department of Transportation
Rail Division, Engineering & Safety Branch
1556 MSC
Raleigh, NC 27699-1556
Attn: Nancy M. Horne, PE, Project Engineer

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 9/3/2009
(Date)



City of Greenville, North Carolina

Meeting Date: 2/20/2012
Time: 6:00 PM

Title of Item: Presentation on Revenue Enhancement Project results and strategies

Explanation: Cities and other local government entities across the country are seeking avenues to increase revenues during the economic recession and declining intergovernmental revenues. Those avenues or revenue enhancement strategies take many forms. Revenue enhancement efforts have included taking a strategic look at the City's revenue streams and attempting to identify opportunities to increase revenues without increasing the tax rate or user and license fees. On January 13, 2011, the City Council approved contracting with Robert S. Segal, CPA, PA to provide revenue enhancement services.

Mr. Segal and his associates mined data from multiple databases to identify the following:

- Real property located in the city limits which is not being classified as in the City of Greenville,
- Personal property situated in the city limits which is not being classified as in the City of Greenville,
- Existing but unlisted businesses located in the City but not possessing the requisite business/privilege license, and
- Households and businesses located in the city limits and coded incorrectly as not being in the city limits.

Staff from the City, Greenville Utilities Commission, and Pitt County collaborated in this effort so that each entity's database(s) could be mined for the necessary information. From the information mined, 728 business license inquiry letters were mailed to business addresses. Staff followed up on each of these letters during the discovery process. As a closing element of the Revenue Enhancement Agreement, Mr. Segal will present to City Council his findings and recommendations. A copy of the service agreement is attached.

Fiscal Note: The City of Greenville has received additional business license revenue resulting

from the discovery process completed by Mr. Segal. Business license revenue was collected from 87 businesses totaling \$22,861.93. Per the contract, Mr. Segal will receive 40% of revenue generated from his efforts for three years.

Recommendation: Receive a joint presentation by Robert S. Segal, CPA, PA and Financial Services Manager Kimberly Branch. Consider recommendations presented.

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

Attachments / click to download

 [Segal Revised Agreement Revenue Enhancement 882874](#)

LETTER OF AGREEMENT

Robert S. Segal, CPA, PA (SEGAL) and City of Greenville (CLIENT) hereby enter into this Letter of Agreement whereby SEGAL shall serve as a consultant to CLIENT to discover opportunities to increase revenues for the CLIENT.

Project Concept: The project consolidates multiple data bases from multiple sources to discover specific opportunities that lead to additional revenues.

CLIENT Responsibilities: The CLIENT agrees to:

- Provide a non-disclosure agreement although it is noted that SEGAL is a CPA firm and governed by the NC CPA Board of CPA Examiners which included specific non-disclosure rules.
- Provide data bases for privilege licenses, vendor lists, GIS and utility customer master files and billing information.
- Within 30 calendar days of receipt of list of prospective discoveries, mail letters requesting a completed City of Greenville Privilege License Application.
- Upon receipt of Application, process the information and send appropriate bill in accordance with CLIENT Policy. The CLIENT Policy is to bill Privilege Licenses for the current year and going forward.
- Follow CLIENT Policy to collect the billed amount.
- If prospective discovery does not respond to correspondence requesting information, the CLIENT will follow its Policy to pursue compliance.
- Establish a monitoring system to determine when prospective discoveries make a payment.

SEGAL Responsibilities: SEGAL agrees to:

- Sign CLIENT provided reasonable non-disclosure agreement.
- Work with CLIENT personnel to provide the correct data the first time in a format agreeable to both CLIENT and SEGAL.
- Work in SEGAL offices to discover prospective discoveries with minimal interference with CLIENT'S daily operations.
- Provide a list of prospective discoveries with names, addresses and other relevant information that may be useful by the CLIENT to research/confirm the discoveries. Unless otherwise agreed in writing by the CLIENT and SEGAL, discoveries will be provided to the CLIENT no later than four months after SEGAL verifies to the CLIENT that it has received all of the data from the City of Greenville, Pitt County and Greenville Utilities.
- Provide reasonable assistance to CLIENT as requested to facilitate successful billing and collection process.
- Bill CLIENT based upon the monitoring system established by the CLIENT.
- SEGAL shall not utilize or allow the utilization of the data bases provided by the CLIENT for any use other than completion of the project governed by this Letter of Agreement between the CLIENT and SEGAL.

FEE SCHEDULE:

For discovery of unlisted businesses for which municipal property taxes are billed for the current year and up to a maximum of five years with penalties of 10% per year:

40% of said property tax collections for current year and prior years prior to the current year

For discovery of jurisdiction coding correction for which municipal property taxes are billed for the current year and to a maximum of five years with no penalties:

40% of said property tax collections for current year and prior years prior to the current year

For discovery of unlicensed businesses for which the CLIENT billed for privilege license for the current year and then going forward to future periods:

40% of said privilege license collections for the current year and the following two years

Unless otherwise agreed in writing by the CLIENT and SEGAL, the provisions of this Letter of Agreement apply only to the list of prospective discoveries provided by SEGAL to the CLIENT within four months after SEGAL verifies to the CLIENT that it has received all of the data it requested from the City of Greenville, Pitt County, and Greenville Utilities. At its sole discretion, SEGAL may determine the engagement is not resulting in appropriate results and may terminate this Agreement. At its sole discretion, the CLIENT may terminate this Agreement if the list of potential discoveries is not provided to the CLIENT within eight months after the effective date of this agreement.

SEGAL AGREES TO MAINTAIN IN STRICT CONFIDENCE ALL INFORMATION RECEIVED FROM CLIENT CONCERNING ITS REVENUES, EXPENSES AND METHODS OF DOING BUSINESS. FURTHERMORE, SEGAL ACTS AS A CONSULTANT ONLY AND DOES NOT RECEIVE ANY COMMISSIONS OR REMUNERATION OF ANY KIND FROM ANY VENDORS OR SERVICE PROVIDERS.

SEGAL has engaged Todd Herman Associates to assist with this project. SEGAL shall be responsible for ensuring that Todd Herman Associates and any persons employed by SEGAL or Todd Herman Associates comply with the non-disclosure agreement and the restriction on the utilization of data bases set forth in this Letter of Agreement.

The persons signing below are authorized to do so on behalf of their respective organizations.

This Letter of Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. This Letter of Agreement is entered into effective as of the _____ day of _____, _____.

CLIENT: City of Greenville

Robert S. Segal, CPA, PA

By: _____
Wayne Bowers
Title: City Manager

By: _____
Robert S. Segal
Title: President

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services



City of Greenville, North Carolina

Meeting Date: 2/20/2012
Time: 6:00 PM

Title of Item: Feasibility study on mandating curbside refuse collection for all new sanitation service customers

Explanation: City Council directed staff to study and prepare a report on a concept to grandfather existing single-family backyard sanitation customers and to restrict all new Greenville Utilities single-family customers within the City Limits to curbside sanitation service.

The Sanitation Division of Public Works currently services approximately 17,500 single-family homes. Of these single-family sanitation customers, approximately 12,050 are curbside and 5,450 are backyard customers. Presently, each sanitation customer has the option of receiving curbside or backyard service. The City has offered residents a choice of service since 1993. The number of backyard service customers has reduced by approximately 500 customers per year since then and the rate is accelerating. Staff currently estimates that the Sanitation Fund will receive \$200,000 less revenue than budgeted for FY 11/12 due to this conversion process.

The attached feasibility study explains the benefits and disadvantages of requiring curbside sanitation service for all new Greenville Utilities customers within the City of Greenville. A new customer is defined as a resident of a new single-family or duplex residence, a new resident in an existing single-family home, or a City resident who requests a new utility service. Existing backyard customers would be "grandfathered" and continue to have the choice of backyard or curbside service. The City would also continue the special services program for citizens who are physically impaired and unable to place the roll-out container at the curb. This program provides these residents with backyard service at the curbside rate.

A change is needed to reduce resident confusion over the different service options, fee structures, and to obtain efficiencies available with curbside-only service. As the City continues to grow, the cost of the current sanitation services will grow at a similar rate. By transitioning to an all-curbside collection program, the City will be able to operate more efficiently and minimize future

increases in refuse fees.

Staff believes that residents will have concerns over implementing this option. In particular, residents will be concerned about:

- A reduction in the level of service as they will no longer have a choice of service options;
- Perceived reduction of service while there is still a potential for a refuse fee increase;
- Ownership of roll-out containers and a requirement to purchase their container in a specified time.

The City's collection method is effectively changing from a combination of backyard and curbside service to all curbside service as more new residents choose the curbside service option. Therefore, in the feasibility study, staff considered three options to implement the transition to curbside. One option the City Council requested is the option to "grandfather" all existing backyard customers and require all new Greenville Utilities customers to utilize curbside service. A second option is to immediately convert to curbside service all sanitation customers (except for the special services program). These two options are compared against our present system that provides each sanitation customer an option of backyard or curbside service. A comparative option on immediate conversion using automated trucks with a roll-out cart rental program is also presented.

All three options and the comparative option result in the eventual conversion to an all-curbside service collection system. The major differences between the three options and the comparative option are associated with refuse fee increases necessary to fund Sanitation Division operations and the period of time over which the transition occurs. All options will allow the Sanitation Division to change its organizational structure to convert to a fully automated curbside collection system. Staff is requesting City Council's guidance to continue developing the budget and planning the transition process.

Staff recommends City Council adopt the policy to limit all new Greenville Utilities customers to curbside service, as this will:

- Provide a more consistent service;
- Allow for operational changes that will improve the efficiency of the system;
- Minimize future rate increases; and
- Speed up the transition to all-curbside collection.

Staff will brief City Council on these options at a City Council meeting.

Fiscal Note:

Staff tentatively estimates that the monthly refuse fee for single-family customers

will have to increase a minimum of \$2 to fund Sanitation Division operations. The actual amount depends on the rate at which backyard customers change to curbside and when organizational changes can be implemented.

Recommendation: Receive the staff presentation of the feasibility study and provide direction on policy to limit all new Greenville Utilities customers to curbside service and grandfather existing customers. Additionally, staff requests City Council's guidance on the transition in order to continue planning for a curbside-only refuse collection system and eventually a fully automated curbside collection system.

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

Attachments / click to download

 [Curbside for New Utility Customers_915068](#)

**CURBSIDE REFUSE COLLECTION
FOR
NEW GREENVILLE UTILITY CUSTOMERS**

**FEASIBILITY STUDY
JANUARY 2012**

INTRODUCTION

City Council requested a report on the feasibility of transitioning to curbside refuse collection by providing only curbside sanitation service to all new Greenville Utilities customers. All current backyard customers would be “grandfathered” unless they moved to a new residence or turned off utility services to their current residence.

The process of transitioning to curbside refuse collection within the City of Greenville began in 1993. Prior to 1993, the City collected refuse two times per week in the backyard and offered recycling services through drop-off points located throughout the City. The City, in 1993, modified its solid waste collection system. The City began collecting co-mingled recyclables at each household on a once per week basis and collected refuse only once per week. Additionally, the City began offering single-family residents a choice of curbside or backyard collection services. A two-tiered refuse fee was established. The rate for curbside service was less than the rate for backyard service.

Both curbside and backyard services continue to be offered today. Greenville is the last of North Carolina’s ten (10) largest cities to continue to offer backyard service.

This study analyzes the issues associated with converting to curbside-only service for all new Greenville Utilities customers. A new customer is defined as a resident(s) who moves into a new single-family or duplex residence, a single-family home that has a new resident, or a resident who requests a new utility service. All existing backyard service customers would continue to have the option of maintaining backyard refuse and recycling services as long as they stay in their present residence. The City also will continue the special services program that allows physically impaired residents to use a roll-out container and receive backyard service at the curbside rate.

REVIEW OF EXISTING SANITATION SERVICES

Presently, the Sanitation Division services approximately 37,500 households. This total consists of approximately 20,000 multi-family and 17,500 single-family customers. Of the single-family customers, approximately 5,450 receive backyard service and 12,050 receive curbside service. A single-family customer has a choice of curbside or backyard service.

Refuse, recycling, and bulky trash/vegetation are collected once per week at each residence. This service is provided through a team-oriented route system that services one-fourth of the City on Monday, Tuesday, Thursday, or Friday. Refuse, recycling, and bulky trash services are provided on these routes on the same day of refuse service. Currently, there are eight refuse collection crews, four recycling collection crews, and seven vegetation collection crews. Garbage and recycling crews consist of one Equipment Operator and two Refuse Collectors.

Vegetation crews consist of one Equipment Operator and one Refuse Collector with a knuckle boom equipped truck.

NEED FOR CHANGE

- Reduce resident confusion regarding the present system of curbside and backyard collection systems and the refuse fee structure. The current system starts all new customers at the backyard service rate as new customers must purchase a roll-out cart from Public Works before their service will be changed to curbside. Public Works sends out letters to all new Greenville Utilities customers about their refuse collection service options. The Department, even though it mails letters to all new customers, continues to receive complaints that they were not informed of the current system.
- Curbside collection is a more efficient and cost-effective option for providing refuse collection services. The lower costs associated with this option is why curbside service is the solid waste collection method for all North Carolina municipalities larger than Greenville and a large number of other cities. As the City of Greenville continues to grow, the cost of our current service will grow at a similar rate. By transitioning to an all-curbside collection program, the City will be able to manage costs as the City grows. The Sanitation Division will be able to delay the requirement for additional employees and equipment to support this growth as existing manpower and equipment will be re-allocated as the Division transitions to curbside service over time.

CURBSIDE REFUSE COLLECTION SYSTEMS

There are two types of curbside refuse collection systems available: 1) semi-automated and 2) fully-automated. The semi-automated system utilizes 2-3 crewmembers and rear load refuse trucks equipped with container lifts. This is the Division's current system. A fully-automated system utilizes specially-equipped vehicles operated by one (1) operator using a mechanical arm to pick up rollout containers and dump. This feasibility study is based on using a semi-automated collection system that gradually transitions to a fully-automated collection system. An analysis of an immediate conversion to automated trucks is also included for comparison purposes.

Requiring all new customers to have curbside collection service will allow the gradual phase-in of fully-automated trucks. The use of fully-automated refuse trucks will reduce the size of crews and will increase efficiency. Some areas of the City, due to the width of their streets, and the number of cars parking the street, are not conducive to using a fully-automated truck. These routes may have to continue to receive service through a semi-automated system. Presently, the Sanitation Division has nineteen (19) rear loading refuse trucks. The estimated cost of replacing our present fleet with fully-automated trucks exceeds the funds accumulated for these vehicles in the Vehicle Replacement Fund by approximately three (3) million dollars. The 3 million dollar shortfall can be reduced by increasing the Division's payments to the fund but that will require an increase in sanitation fees.

CHALLENGES TO IMPLEMENT CURBSIDE REFUSE PROGRAM

RESIDENT CONCERNS:

Citizens will be concerned that this is a reduction in the level of service as they will no longer have a choice on their method of service. The City experienced this issue during the change of sanitation services in 1993 when refuse collection service was reduced from two times per week to one time per week. The citizens focused on the reduction in service from twice per week refuse service to once per week even though the City started a household recycling program at that time. Residents with backyard service will probably view the requirement to go to curbside if they move to another location as a reduction in service. Other cities in North Carolina have experienced similar perception problems when converting to all curbside service.

In 2006, Public Works presented to City Council options for various service levels to include an all curbside collection option. The City Council at that time faced these same resident concerns and decided to maintain the existing level of service and customer choices. Residents who are frequently out of town and others who are not accustomed to rolling out their containers will also have concerns. There will also be concerns over the ownership of the rollout containers.

Additionally, the Sanitation Division will have to change its method for collecting bulky items (couches and oversized items) as fully-automated trash trucks are not capable of loading bulky items. Presently, the Sanitation Division collects bulky items once per week.

ISSUES ON OWNERSHIP OF ROLLOUT CONTAINERS:

Currently, the City services approximately 12,000 homes from curbside. The residents or owners of these homes purchased and own their roll-out containers. Typically, cities provide the roll-out containers for garbage and recycling services and include these costs in their fees.

To implement the new customer requirement for curbside only, the City would also have to require the resident to purchase a roll-out cart within an established period of time. The Sanitation Division crews use the roll-out cart to determine if a resident is receiving curbside or backyard service. Without this requirement, a resident who does not buy a cart could receive backyard service at the curbside rate. The City can change its system to provide residents a container through a fee on the utility bill system or implementing a cart rental program.

The City, if it implements a cart rental program, will have to resolve the issue of merging the current system, resident ownership of the carts, with the City's ownership of the carts. The Sanitation Division will also have to develop a system to track roll-out carts and to automatically provide new roll-out carts when a new account is established.

Some households will require more than one roll-out container to meet the refuse needs of their occupants. Also, some citizens will desire roll-out containers for recycling. A survey of other cities determined that most provide one container to each household and allow residents to purchase additional containers if needed.

CODE ENFORCEMENT:

The City, as with all change in services, can expect a number of code issues regarding the use of roll-out containers such as when to roll the containers to the street, where containers are to be placed when brought to the street, when to return them to the house, etc. There will need to be a focused code enforcement effort during the transition.

IMPACT ON REVENUES:

Implementation of a curbside-only option for new Greenville Utilities customers will result in a reduction of approximately \$250,000 of revenue during the first year of the transition. Each year thereafter, the reduction in revenue will continue as the number of backyard customers reduces. The Sanitation Division's costs however will not decrease as it is organized to support a backyard and curbside collection system. Immediate conversion to all-curbside collection system would result in a loss of \$1.06 million dollars of revenue during the first year.

Over time, the Sanitation Division will transition from an organization structured to support semi-automated collection of a combination of backyard and curbside customers to one that supports fully-automated curbside collection.

Unless the economy recovers such that the City experiences an increase in new residences at a rate sufficient to maintain the Sanitation Division's current projected revenues, the Division will have to convert to a fully-automated collection system to reduce costs. This will result in a reduction of the Division's workforce that may be able to occur through attrition.

The projected reduction in personnel costs is based on the number of homes that can be served by a crew in a day. A backyard/curbside refuse crew can presently serve 600-650 homes per day. A semi-automated curbside-only service crew will be able to serve 750-850 homes per day. Backyard/curbside recycling crews presently serve 800-900 homes per day. Crews with a semi-automated curbside-only system will be able to service up to 1,000 homes per day at the present recycling participation rate.

TRANSITION TO CURBSIDE AND FUTURE PHASE IN OF AUTOMATED SERVICE:

The Department believes the adoption of this proposal will lead to the eventual conversion of the City's sanitation service to all-curbside due to the loss of revenues. The Division's operating costs continue to increase, especially those associated with the price of fuel. To minimize the need for a rate increase, the division will have to become more efficient, and the conversion to curbside-only service is the method that will best reduce the need for rate increases.

The number of employees needed to service all front yard containers as opposed to our existing method of service is less. The average garbage crew can service 600-650 backyard/curbside system residences (existing system) where a 100% curbside crew can service 750-850 residences. The present garbage crews also collect bulky items (couches and other oversize items). A fully-automated crew is not configured to load bulky items. Therefore a new system for collecting bulky items must be implemented.

The Division, if the curbside only proposal is adopted, will convert one garbage crew to a bulky item collection crew utilizing a knuckle boom loader. Collection will be by appointment. Residents will call Public Works to coordinate a pickup.

Recycling crews can service an average of 800-900 homes per day with our present system and would be able to service 900-1,000 per day with a 100% curbside collection system. The number of households that recycle and the quantity that they set out are increasing thus offsetting the improvement in efficiency associated with curbside-only service. Therefore, the Department believes a reduction in total employees assigned to recycling will not occur. We also cannot expect a reduction in vegetation or leaf collection personnel costs unless a reduction in service level is proposed.

The Department, if the proposal is adopted, will replace its rear loading refuse trucks with automated collection trucks as they wear out. These trucks only require one person to operate the truck. The Department will need to develop a transition plan to implement the conversion to the new structure. The transition plan is critical to minimize the impact on the workforce by reducing the number of employees through attrition as the Division converts to all curbside routes.

The following is the Department's initial analysis on implementation of the proposal.

ANALYSIS OF OPTIONS FOR CONVERTING TO CURBSIDE REFUSE COLLECTION:

There are two basic options to implement the transition to curbside service (Option #3 is maintaining our existing option of backyard and curbside service).

OPTION 1: GRANDFATHERING EXISTING BACKYARD CUSTOMERS

This City Council directed option involves transitioning to curbside-only refuse collection over a period of time as new Greenville Utilities customers are provided sanitation service only at the curbside. Existing backyard customers will be allowed to continue backyard service as long as they maintain their existing Greenville Utility service. Existing backyard customers have the option to voluntarily transition to curbside service. Staff's projection is that the number of backyard customers will likely drop below 2,500 residences by 2016. Presently, there are approximately 5,400 backyard customers.

New customers will have to purchase a roll-out container to receive garbage service, and they can use any container with a City recycling decal affixed for recycling. The roll-out container can be purchased with a one-time payment or can be paid for by continuing to pay the backyard rate until the container is paid in full through the monthly payments to the City. This process usually takes about 3 ½ to 4 months.

This option would allow the Sanitation Division to begin transitioning its structure to obtain the efficiencies that are possible with all curbside service. Initially, the proposed structure for refuse operations with this option is four (4) curbside routes and three (3) backyard routes. In order for this to occur, bulky items collection will no longer be performed by the garbage crews.

Bulky items will be collected on a reservation basis by a single two (2) person crew utilizing a knuckle boom loader. Collection will be by appointment. A citizen will call Public Works to

schedule the appointment. The resident will be given a date for service and will be instructed to place the items at the curb no more than two days in advance of the reserved collection date.

Estimated costs:

The following is a synopsis of the initial crew structure and the projected structure in five (5) years. The projected structure in five years is based on 2% growth per year in customers.

<u>Service</u>	<u>Year 1 (Projected)</u>			
	<u>Current Structure</u>		<u>Initial Transition Structure</u>	
	<u>Present # of Crews</u>	<u>Employees</u>	<u>Projected # of Crews</u>	<u>Employees</u>
Garbage Collection#	8	24	7	17
Recycling Collection	4	12	4	12
Vegetation Collection	7	14	7	14
Bulky Item Collection@	0	0	1	2
Substitute employees		9		9
Multi-Family Collection	4	8	4	8
Recycling Coordinator		1		1
Mosquito Control		1		1
Supervisors		3		3
Total	23	72	23	67

<u>Service</u>	<u>Year 5 (Projected)</u>	
	<u>Projected # of Crews</u>	<u>Employees</u>
Garbage Collection#	7	12
Recycling Collection	5	11
Vegetation Collection	7	14
Bulky Item Collection	1	2
Substitute Employees		7
Multi-Family Collection	4	8
Recycling Coordinator		1
Mosquito Control		1
Supervisors		3
Total	23	59

@ - This option will require the addition of a knuckle boom loader to the fleet

- This assumes implementation of 3 Automated Trucks Routes after Year 1

Personnel

Annual Personnel Savings 1st year estimated \$ 225,000

Annual Personnel Savings by 5th year estimated \$ 585,000

*Note: This is based on FY 11/12 personnel budget

Equipment

Additional Cost of Knuckle Boom Loader per year \$ 50,000
(Based on payment over three years)

Reduction in Refuse Fee Revenue

Estimated Projection of 1st year's reduction \$ 250,000

Net Impact on Sanitation Fund during 1st year \$ (75,000)

Total Revenue Loss from Present to full Conversion to Curbside \$1,121,000 per year

STAFF ALSO LOOKED AT THE FOLLOWING OPTIONS:

OPTION 2 - IMMEDIATE CONVERSION TO ALL CURBSIDE REFUSE COLLECTION

This option involves the immediate conversion to an all-curbside collection service requiring each citizen who presently has backyard service to purchase a roll-out container from Public Works. The citizen would have an option to pay for the container upfront with an automatic reduction in monthly fee or continue to pay the backyard fee until the cost of the container is paid in full through the monthly payments to the City (approximately 3 ½ to 4 months). This option is in keeping with the voluntary curbside program in which citizens purchased the appropriate roll-out container.

Fiscal Note: Option #2 will result in a reduction of revenue in the initial year by approximately \$1,060,000 due to the change in monthly fee from \$26.00 to \$9.60 for approximately 5,400 households.

Annual Revenue Reduction:	\$ (1,060,000)
Implementation Costs:	
Direct mailing to citizens	\$ 4,000
Advertising (door hangers, ads in newspapers, radio)	<u>5,000</u>
Total Implementation Cost	\$ (9,000)
Annual Savings:	
Reduction of five employees from refuse collection crews	\$ 225,000
Savings on fuel costs (1-truck reduction)	6,000
Savings on equipment maintenance (2-truck reduction)	5,000
Savings on purchase of crew carts	<u>3,000</u>
Estimated Annual Savings	\$ 239,000
Net Impact on Sanitation Fund	\$ (830,000)

Note:

- Net impact will reduce as routes are converted to automated collection.

Option #3 - EXISTING SYSTEM OF ALLOWING OPTION OF SERVICE

This option involves continuing to offer both curbside and backyard service to existing single-family residents. As part of this option, the Public Works Department will aggressively promote the curbside service and related fee savings. Those citizens converting to the curbside service will be required to purchase a City-approved roll-out container from Public Works. They will be given the opportunity to pay for the container through continuing to pay backyard rate until the container is paid for through the monthly payment to the City. The feasibility of reducing manpower will be evaluated each year as routes are converted to curbside-only collection service. The anticipated timeframe for full conversion to curbside-only service with this option is 10+ years.

Fiscal Note: This option will result in a loss of revenue estimated at \$120,000 per year. With this option, promotion and education will cost an estimated \$5,000 per year until full conversion to curbside-only collection is achieved. Savings will be realized in this program in the future when conversion of some routes to curbside-only service is possible.

Implementation costs

Direct mailing to all backyard households \$ 5,000

Annual Savings

Reduced fuel costs \$ 2,000

Reduced maintenance costs \$ 3,000

Estimated Annual Savings \$ 5,000

Loss of Revenue (Estimated) \$ (120,000)

Net Impact on Sanitation Fund \$ (120,000)

Comparative Option-

This is a hypothetical immediate conversion option to all-curbside collection using automated trucks and a rental cart program for residents. Refuse and recycling service is predominantly provided by automated trucks with one operator. Bulky items are collected by appointment only. This analysis for simplicity assumes that Division does not need to perform a reduction in force to convert to its new structure.

Fiscal Note: Revenue reduction of \$1,060,000 due to change in monthly fee from \$26.00 to \$9.60 for approximately 5,400 households. This option results in a savings in personnel costs of \$700,000 and a capital expenditure of an additional \$1,115,000. Additional yearly revenue received for cart rental is estimated to be \$420,000 (Assumes rental of one recycling and one garbage cart per single-family resident). During the first year of the transition, revenue of approximately \$700,000 will be received from sale of fourteen rear loaders.

Year 1-

Annual Revenue Reduction: \$ (1,060,000)

Implementation Costs:

Purchase of 14 Automated Trucks
(Based on 5 year payoff
Total cost is \$ 3,500,000) \$ 750,000

Purchase of Recycling and Garbage
Roll Out Carts (Based on 5 year payoff) \$ 350,000

(Total cost is \$ 1,750,000)

Advertising and Mailings for Citizens	<u>\$ 15,000</u>
Total Implementation Costs	<u>\$ 1,075,000</u>

Note: Roll-out carts could be less if we purchase carts from residents who already have automated roll-out carts

Additional Revenue:

Sale of 14 Rear Loaders (Estimate)	\$ 700,000
Revenue from Cart Rental Program (Based on \$ 1.00 Rental Fee per cart)	<u>\$ 420,000</u>
Total Additional Revenue	\$1,120,000

Savings:

Personnel Savings (Estimate)	\$ 700,000
Miscellaneous Supply Savings	<u>\$ 10,000</u>
Total Savings:	\$ 710,000

Net Impact on Sanitation Fund: \$ (345,000)

Year 2-5-Net Impact will be over a loss of \$1 million dollars each year.
Year 1 loss is less due to having surplus garbage trucks to surplus and sell.

Year 6- Net Impact will be close to \$0 dollars once initial start-up costs are paid off.
(Cart Rental will cover future cart replacements and Vehicle Replacement Fund will cover Automated Garbage Truck replacements)

OPTION	Type of Conversion	Who purchases rollout cart?	Monthly Fee	Conversion Period	Net Fiscal Impact (1 st year)
#1 Grandfathering Existing Back Yard Customers	Gradual	Citizen	\$ 9.60 and \$26.00	5-10 years	-\$ 75,000 Year 2-5 Reduction in loss is expected as routes are converted to automated collection
#2 Immediate Conversion to All Curbside	Immediate	Citizen	\$ 9.60	1 year	-\$ 830,000 Year 2-5 Reduction in loss is expected as routes are converted to automated collection
#3 Existing System of Allowing Option of Service	Gradual	Citizen	\$ 9.60 and \$26.00	10+ years	-\$120,000 Year 2-5 Same until route conversion to curbside and automated collection can be achieved
Comparative Option	Immediate	City	\$11.60	Immediate	-\$ 345,000 Year 2-5 – (\$ 1,045,00 per year) After Year 5 loss will reduce once initial investment in trucks and carts are paid off.

SUMMARY

A Curbside Refuse Collection Program will provide a more consistent service for our citizens and increase immediate and long-term efficiencies. A transition to this type of service will result in operational challenges and issues with our citizens but will help our operation, reduce confusion of the present service type/fee structure, and reduce operational costs. Staff recommends that the City transition gradually to a fully-automated service where practical.

The transition may create a scenario where costs are reduced but revenue is reduced more than the expenses. This may require an increase in refuse fees for the curbside customer in the short term but will reduce the expense of operation in the long term and thus reduce the long term need for further increases.

While this option will not immediately reduce our present work force, it will maintain our existing level of employment until the transition allows us to have all-curbside service. We will evaluate the reduction in the number of citizens who receive backyard service each year to determine when a reduction in force can be achieved or when it is feasible to fully transition to all-curbside service. Further reductions in manpower can be expected as we begin utilizing fully-automated trucks.



City of Greenville, North Carolina

Meeting Date: 2/20/2012
Time: 6:00 PM

Title of Item: Emergency medical service units at Fire/Rescue Stations 4 and 7

Explanation: The Greenville Fire/Rescue Department is constantly evolving to mitigate and respond to the various risks factors that jeopardize the fire and life safety of the City of Greenville. Among community risks, emergency medical incidents are situations with the most severe time constraints. That is, a rapid response to critical, life-threatening medical emergencies, such as cardiac and respiratory arrest, increases victim survivability. The Department's commitment to emergency medical services (EMS) is reflected in its workload and resources devoted to that function. EMS incidents comprise 86% of the Department's call load while fire-related incidents account for 14% of its incidents.

Over the last seven years, the city's population has increased by about 25% while the Fire/Rescue Department's call load has increased about 55% over the same period of time. The Department has increased resources and staff over the years in reaction to population and increase in calls for service. It currently deploys six (6) paramedic engines, one (1) ladder truck, one (1) squad, six (6) EMS units, one (1) battalion chief, and one (1) EMS duty officer from six (6) strategically located Fire/Rescue stations. Each station houses a paramedic engine. All stations except Station 4 also house an EMS unit. Stations 1 and 2 share a second EMS unit that operates from Station 2 during peak daytime hours, and from Station 1 during the night.

With annexations and the continued growth in the area along Fire Tower Road, the Fire/Rescue Department has recommended that a station is needed to provide a consistent level of service to all areas of the city. The primary justification of this project is to provide the same quality service to all citizens of the city and to decrease response time in this area. Depending on the location of the call, this area is presently served by Station 3 with back-up from Station 5 and Station 1. This future station would be known as Station 7.

The citizens who live and work in Station 4's response area and the response area for the projected Station 7 would benefit from the assignment of an EMS unit to

these locations. Currently the response times to EMS incidents in these areas are greater than the Department's response time goals. The difference between the levels of service in these two response areas of the city currently is that Station 4's area is protected by a paramedic engine while Station 7's area is not. With over 97% of the calls for service occurring in the portion of the city that is south of the Tar River, an EMS unit assigned to future Station 7 would assist in handling EMS calls in the areas of highest demand. The deployment of an EMS unit from future Station 7 would also improve response times to EMS incidents in an area of the city that is currently underserved. Within current budget constraints, the Fire/Rescue Department does not recommend relocating one of the current EMS units to Station 4 because the demand for service is the lowest in Station 4's response area. The assignment of an additional EMS unit at Station 4 would, however, improve response times in that area of the city.

Fiscal Note:

First year costs for personnel, equipment, and operating for each new EMS unit is \$1,125,000, or \$2,250,000 for two new units. These costs are for three-person units. Two-person units would be around \$824,150 each in the first year. The design and construction costs for Station 7 are estimated to be \$3,988,910.

Recommendation:

Receive staff report and give direction concerning the construction of Station 7 and the implementation of EMS 4.

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

Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 2/20/2012
Time: 6:00 PM

Title of Item: Dream Park funding

Explanation: During the January 12, 2012 City Council meeting the City Manager was instructed to present at the February 20, 2012 City Council meeting a plan to fund construction of the Dream Park. This City park is located in the Higgs Brothers neighborhood between Myrtle and Chestnut Streets.

The City Council approved the Dream Park Master Plan on January 9, 2012. In the Master Plan the estimated cost of building the Dream Park is \$784,900. On November 14, 2011 the City Council authorized staff to apply for a grant from the North Carolina Parks and Recreation Trust Fund (PARTF.) In January 2012 an application requesting \$250,000 was submitted for this project. The proposed 2012-2013 Capital Improvement Program (CIP) that was distributed to the City Council at the annual planning session on January 21, 2012 contains a recommended appropriation of \$534,900 from the unassigned 2010-2011 General Fund Balance. On November 14, 2011 the City Council approved staff's recommendation to leave \$2,186,373 in General Fund Balance unappropriated for reserves and future designation. The proposed fund balance appropriation combined with the PARTF grant would provide full funding for completion of the Dream Park.

Fiscal Note: Estimated cost of building the Dream Park is \$784,900. Funding is proposed as follows:

PARTF Grant	\$250,000
General Fund Balance	\$534,900

Also efforts are underway by the Recreation and Parks Department to raise funds from private and non-profit sources for the Dream Park Project. Any donated funds could be used to lower the amount needed to be transferred from the General Fund Balance.

Recommendation: Receive a report from the City Manager on funding construction of the Dream Park.

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

Attachments / click to download
