



Agenda

Greenville City Council

January 10, 2011
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Glover

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Consent Agenda

1. Minutes from the August 12, 2010 City Council meeting
2. Resolution accepting dedication of rights-of-way and easements for Lynndale East Subdivision, Section Four, Lots 4-8 Block B, Lots 9-12 Block D, Lots 18-25 Block E, Lots 1-6 Block G; and Chapman Road
3. Resolution of intent to close a portion of Pitt Street
4. Resolution to request North Carolina Department of Transportation assistance with drainage problems near the intersection of NC Highways 11 N and 903 N
5. Amendment #6 to the contract with Kimley-Horn and Associates, Inc. to perform the subsurface utility engineering portion of the Final Design Phase (Phase III) of the Stantonsburg Road/Tenth Street Connector Project
6. On-call civil engineering services contract with Appian Engineering

Ordinance amending Greenville Utilities Commission's Sewer Capital Project Budget for the

7. Sterling Pointe Regional Wastewater Pump Station and Force Main Project
8. Budget ordinance amendment #6 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57) and a budget ordinance to establish the Special Revenue Grant Fund

VII. New Business

9. Presentations by boards and commissions
 - a. Community Appearance Commission
 - b. Environmental Advisory Commission
 - c. Pitt-Greenville Airport Authority
10. Stormwater bank stabilization project for Kent Road and Nichols Drive area
11. Request for an exception to the Policy for Installation of Mast Arms and Metal Pole Traffic Signal System as part of a development within the Convention Center Business District
12. Resolution adopting a policy and guidelines for naming or renaming City parks, recreation facilities, and geographic features within parks
13. Proposed greenway construction priorities
14. Sewer service for Pactolus Baptist Church
15. Revenue enhancement agreement with Robert S. Segal, CPA, PA
16. Fiscal year 2012 federal agenda
17. Closed Session on Police Internal Affairs Complaints and Use of Force/Taser Report

VIII. Review of January 13, 2011 City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

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- Title of Item:** Minutes from the August 12, 2010 City Council meeting
- Explanation:** Proposed minutes from the City Council meeting held on August 12, 2010 are submitted for review and consideration for approval by the City Council.
- Fiscal Note:** No direct cost to the City.
- Recommendation:** Review and approve proposed minutes from the City Council meeting held on August 12, 2010.
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[Proposed Minutes of the August 12 2010 City Council Meeting 885326](#)

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, AUGUST 12, 2010



A regular meeting of the Greenville City Council was held on Thursday, August 12, 2010 in the Council Chambers, located on the third floor at City Hall, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at 7:00 pm. Council Member Joyner gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Patricia C. Dunn; Mayor Pro Tem J. Bryant Kittrell, III; Council Member Marion Blackburn; Council Member Rose H. Glover; Council Member Max R. Joyner, Jr.; Council Member Calvin R. Mercer; Council Member Kandie Smith

Those Absent:

None

Also Present:

Wayne Bowers, City Manager; David A. Holec, City Attorney; and Patricia A. Sugg, Deputy City Clerk

APPROVAL OF THE AGENDA

Council Member Joyner moved to approve the agenda as presented. Council Member Blackburn seconded said motion, which passed by unanimous vote.

SPECIAL RECOGNITION

Linwood Hines, Fire-Rescue Retiree

Mr. Bowers invited Mr. Hines to come forward, along with Interim Fire-Rescue Chief Sandy Harris. He congratulated Mr. Hines on his retirement, and presented him with a plaque commemorating his service to the City of Greenville.



Recognition and award of the National Community Development Association 2010 John A. Sasso Community Development Block Grant Week Award

Community Development Director Merrill Flood reported that on June 25, 2010, the City of Greenville was one of five communities across the nation awarded the John A. Sasso Award for community development activities held during National Community Development Week in April. He stated the award was not easily won, but employees within the City's Housing Division, lead by Housing Administrator Sandra Anderson, were up to the challenge. Mr. Flood invited Mayor Dunn to join him in presenting each of the employees involved in earning the award with a certificate recognizing their achievement.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Board of Adjustment

Motion was made by Council Member Blackburn and seconded by Council Member Glover to appoint Justin Mullarkey as Alternate #2 to fill an unexpired term expiring June 2012, replacing Charles Ewen who was elevated to a regular member. Motion carried unanimously.

Environmental Advisory Commission

Motion was made by Council Member Blackburn and seconded by Council Member Glover to appoint Tim Kelley to fill the slot, "an educator of the natural or physical sciences or physician", for an unexpired term that will expire April 2011; and to switch the designation of two members as to the slotted seat that they are fulfilling. Their terms and term expiration dates will not change. E. Wayne Caldwell will serve as "an at-large member from the Greenville community with skills and interest in environmental health, safety, and/or medicine; and James Holley will serve as "an at-large member from the Greenville community". Motion carried unanimously.

Human Relations Council

Council Member Joyner stated he wished to continue appointments and reappointments for the Human Relations Council.

Pitt-Greenville Convention and Visitors Authority

Council Member Glover stated she wished to continue the replacement for James Streeter who is ineligible for reappointment until September.



Public Transportation and Parking Commission

Motion was made by Council Member Smith and seconded by Council Member Joyner to appoint Nancy Ray to fill an unexpired term expiring January 2011, replacing Mary Fedash who moved out of the city limits; and to appoint Eric Foushee to fill an unexpired term that will expire January 2012, replacing Steven Kresch who resigned. Motion carried unanimously.

Recreation and Parks Commission

Motion was made by Council Member Blackburn and seconded by Council Member Smith to appoint Henry Robert Jones, Jr. for a first three-year term expiring May 31, 2013, replacing Gary Hassell who resigned; and to appoint Matt Smith for a first three-year term expiring May 31, 2013, replacing Wilson McDowell who is ineligible for reappointment. Motion carried unanimously.

Youth Council

Motion was made by Council Member Glover and seconded by Council Member Blackburn to appoint Alice Wang for a first one-year term expiring September 30, 2011. Motion carried unanimously.

Greenville Bicycle and Pedestrian Commission

Motion was made by Council Member Mercer and seconded by Council Member Blackburn to appoint Chip Davis to fill an unexpired term expiring January 2013, replacing Rebecca Davis who resigned. Motion carried unanimously.

NEW BUSINESS

PUBLIC HEARINGS

Mayor Dunn explained procedures to be followed for each of the upcoming Public Hearings.

Ordinance requested by Brown Family Investments, LLC to rezone 0.527 acres located at the southeast corner of the intersection of Greenville Boulevard and Crestline Boulevard from O (Office) to CH (Heavy Commercial) (Ordinance No. 10-65)

Community Development Planner Chantae Gooby explained the requested rezoning and stated Ann Eleanor, a representative of the Carolina East Neighborhood Association, spoke at the Planning and Zoning Commission's June meeting and indicated they had no objection to the requested rezoning.

Council Member Blackburn asked if the rezoning is approved, even though there is a current understanding of the intended use, could the property later be utilized to the full extent of the CH zoning. Ms. Gooby replied that it could.



Mayor Dunn declared the Public Hearing open and invited anyone wishing to speak in favor of the request to come forward.

Mike Baldwin, representing Brown Family Investments, LLC

Mr. Baldwin said he felt the Council was aware of the history of this proposal and he thanked the Carolina East Neighborhood Association for their hard work in helping to reach a proposal that was satisfactory to both sides.

Ann Eleanor, representing Carolina East Neighborhood Association

Ms. Eleanor stated that based on separately reached agreement, the Carolina East Neighborhood Association has no objection to the proposed rezoning, and in fact, endorses the proposal.

Mayor Dunn invited anyone wishing to speak in opposition of the request to come forward. Hearing none, she declared the public hearing closed.

Council Member Mercer stated he had long advocated following the City's land use plan, which was put together by a wide range of stakeholders within the City. This proposal is technically not in compliance with the land use plan, but he feels in this case there is a very good reason not to follow the plan. The neighborhood has participated in the discussion and has come to an agreement with the petitioner, and the intent of the land use plan is being satisfied; therefore, he moved to adopt the ordinance. Council Member Glover seconded the motion, which passed by unanimous vote.

Ordinance requested by Milton R. and Patsy J. Spain to rezone 0.638 acres located along the eastern right-of-way of B's Barbeque Road and 260+ feet south of the intersection of B's Barbeque Road and MacGregor Downs Road from MR (Medical-Residential [High Density Residential]) to CG (General Commercial) (Ordinance No. 10-66)

Ms. Gooby explained the requested rezoning and said the intent of the future land use plan was to have commercial at the intersection of Stantonsburg and B's Barbeque Road, then transition into office and residential in the interior areas. Staff feels the request is in compliance with the Horizons Plan and the future land use plan as well as the medical district land use plan update.

Mayor Dunn opened the public hearing and invited anyone wishing to speak in favor of the request to come forward.

Mike Baldwin, representing Milton and Patsy Spain

Mr. Baldwin indicated he felt Ms. Gooby had fairly represented the request and said he was available if the Council had any questions.

Mayor Dunn invited anyone wishing to speak in opposition of the request to come forward. Hearing none, she declared the public hearing closed.



Council Member Joyner moved to adopt the rezoning ordinance, seconded by Council Member Blackburn. There being no further discussion, the motion was approved by unanimous vote.

Ordinance requested by the Community Development Department, at the direction of City Council, to amend the zoning ordinance parking material surface and area requirements to prohibit the parking of vehicles, including motorcycles, on porches, stoops, steps, and other similar areas (Ordinance No. 10-67)

Chief Planner Harry Hamilton stated the ordinance presented is based on direction from the Council at a May meeting. He clarified the ordinance is applicable to the front porches of any building and described areas where parking would be deemed unsuitable. This ordinance does not apply to the parking of motorized wheelchairs, nor does it include things like toys and wagons.

Mayor Dunn declared the public hearing open and invited anyone wishing to speak in favor of this ordinance to come forward.

Mike Baldwin

Mr. Baldwin stated the ordinance change has much merit in single family situations, but he feels there needs to be an exception in multi-family communities to designate places for motorcycles and vehicles of similar type.

Mayor Dunn invited anyone wishing to speak in opposition to the proposed ordinance to come forward. Hearing none, she declared the public hearing closed.

Council Member Glover moved to adopt the proposed ordinance, seconded by Council Member Blackburn.

Council Member Blackburn then asked if an amendment should be made with regard to multi-family communities, or if most apartment complexes had provisions in place for parking of motorcycles and other similar vehicles.

Mr. Holec stated as written, the ordinance would apply to both single and multi-family communities.

Council Member Mercer stated he did not have a great deal of background for this item and asked if anyone could elaborate on the motivation behind the request.

Council Member Glover stated that while most actual apartment complexes did have appropriate parking provided, in some of the older communities where multi-family dwellings exist on a smaller scale, not all of those have designated parking. People living in those areas have approached her with concerns about neighborhood aesthetics in areas where motorcycles were parked on porches and lawns in residential areas.



Mr. Hamilton stated that apartment complex regulations typically prohibit parking motorized devices in walkways due to safety concerns. Many of the recently constructed complexes have covered parking options available for their residents, and similar parking could be added for others.

Mayor Pro-Tem Kittrell said many residents are having to explore alternate forms of transportation due to escalating costs of maintaining and operating cars and trucks. These residents have expressed concern about the security of smaller vehicles such as motorcycles and mopeds if they are required to park those out on the street or in other exposed areas.

Council Member Glover said her concern was larger things like motorcycles and how those impact the visual appearance of the community.

Mr. Holec said the ordinance does not specifically list all vehicles which are included or not included, but rather leaves interpretation to staff for smaller types of vehicles.

Mr. Hamilton added that concerns about staff interpretation are appealable to the Board of Adjustment.

Council Member Joyner asked if other towns had similar ordinances. Mr. Hamilton said they had not found any that did.

There being no further discussion, the motion was approved by 4 to 2 vote with Mayor Pro-Tem Kittrell and Council Member Joyner casting the dissenting votes.

Ordinance requested by the Community Development Department, at the direction of City Council, to amend the zoning ordinance to include a separation requirement between public and/or private clubs and residential uses and residential zoning districts (Ordinance No. 10-68)

Mr. Hamilton explained the purpose of the ordinance which essentially is to separate incompatible land uses. The ordinance will apply to new clubs and additions or enlargements to existing clubs. He discussed various zoning codes and the types of public and private clubs which would be permitted within those zones. He stated that hundreds of acres are still available for public and private clubs, even if this ordinance is approved. Only two clubs would be affected immediately by the proposed ordinance; these would be allowed to continue their current operations, but would not be allowed to expand.

Mayor Pro Tem Kittrell asked if one of those clubs were to be destroyed by fire, would they be allowed to rebuild. Mr. Hamilton stated they would as long as construction began within 180 days.



Mayor Dunn declared the public hearing open and invited anyone wishing to speak in favor of the proposed ordinance to come forward.

Christie McLawhorn – 2623 Jefferson Drive

Ms. McLawhorn stated there were 17 houses in her neighborhood that were located within 500 feet of Faces Lounge. Their issues with this were mainly noise and late night traffic. They have had a three-year battle with the club, and she would not like to see any other neighborhood face these difficulties. She stated they would appreciate the Council's support of this ordinance.

Gertie Nichols -2621 Jefferson Drive

Ms. Nichols stated she was sure all of the Council was aware of the problems that had gone on in her neighborhood and said she was begging them to approve the proposed ordinance.

Maury York, 2001 E. Fifth Street

Mr. York stated that his neighborhood had been impacted by a club, and he encouraged the Council to support the proposed ordinance.

Hearing no one else wishing to speak in favor of the proposed ordinance, Mayor Dunn invited anyone wishing to speak in opposition to the proposed ordinance to come forward. Hearing none, she declared the public hearing closed.

Council Member Joyner moved to adopt the proposed ordinance. Council Member Mercer seconded the motion, which was approved by unanimous vote.

Ordinance to annex the Firetower Cell Tower (CHAMM, LLC, The New Market Investment Group, LLC, AAV Properties, LLC) property, involving 0.214 acres located north of West Firetower Road and the Trade/Wilco Wendy's convenience store, west of Victory Lane, and east of Whitley Drive (Ordinance No. 10-69)

Community Development Director Merrill Flood explained the requested annexation, which is located within voting district #5. The property is a contiguous annexation and is for an anticipated cell tower. There is no population associated with the request.

Mayor Dunn opened the public hearing and invited anyone wishing to speak in favor of the requested annexation to come forward. Hearing none, she invited anyone wishing to speak in opposition to the requested annexation to come forward. Also hearing none, she declared the public hearing closed.

Council Member Joyner moved to adopt the annexation ordinance. Council Member Blackburn seconded the motion, which was approved by unanimous vote.



Ordinance to annex the James M. Williamson property involving 3.525 acres located west of US Highway 13 and NC 11 (Memorial Drive), south and east of Greenfield Terrace (Ordinance No. 10-70)

Mr. Flood explained the requested annexation, which is located within voting district #1 and encompasses a little over 3-1/2 acres of land. The property is currently zoned heavy commercial and is vacant. The anticipated use is commercial building at a future date. There is no population associated with this request.

Mayor Dunn opened the public hearing and invited anyone wishing to speak in favor of the requested annexation to come forward. Hearing none, she invited anyone wishing to speak in opposition to the requested annexation to come forward. Also hearing none, she declared the public hearing closed.

Council Member Joyner moved to adopt the annexation ordinance. Council Member Blackburn seconded the motion, which was approved by unanimous vote.

Ordinance requiring the repair or the demolition and removal of the dwelling located at 1005 West Third Street (Ordinance No. 10-71)

Corporal Chris Viverette discussed ownership of the property and described its present condition and presented informational statistics related to complaints received, the current value of the property and estimated cost of repairs.

Mayor Dunn declared the public hearing open and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, she invited comment in opposition to the proposed demolition. Also hearing none, Mayor Dunn declared the public hearing closed.

Council Member Joyner moved to adopt the ordinance. Council Member Blackburn seconded the motion, which was approved by unanimous vote.

Ordinance requiring the repair or the demolition and removal of the dwelling located at 1005 West Sixth Street (Ordinance No. 10-72)

Corporal Viverette discussed ownership of the property and described its present condition and presented informational statistics related to complaints received, the current value of the property and estimated cost of repairs.

Mayor Dunn declared the public hearing open and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, she invited comment in opposition to the proposed demolition. Also hearing none, Mayor Dunn declared the public hearing closed.



Council Member Joyner moved to adopt the ordinance. Council Member Blackburn seconded the motion, which was approved by unanimous vote.

Ordinance requiring the repair or the demolition and removal of the dwelling located at 1111 West Fourth Street (Ordinance No. 10-73)

Corporal Viverette discussed ownership of the property and described its present condition and presented informational statistics related to complaints received, the current value of the property and estimated cost of repairs.

Mayor Dunn declared the public hearing open and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, she invited comment in opposition to the proposed demolition. Also hearing none, Mayor Dunn declared the public hearing closed.

Council Member Joyner moved to adopt the ordinance. Council Member Blackburn seconded the motion, which was approved by unanimous vote.

Ordinance requiring the repair or the demolition and removal of the dwelling located at 1207 Fleming Street (Ordinance No. 10-74)

Corporal Viverette discussed ownership of the property and described its present condition and presented informational statistics related to complaints received, the current value of the property and estimated cost of repairs.

Mayor Dunn declared the public hearing open and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, she invited comment in opposition to the proposed demolition. Also hearing none, Mayor Dunn declared the public hearing closed.

Council Member Joyner moved to adopt the ordinance. Council Member Blackburn seconded the motion, which was approved by unanimous vote.

Ordinance requiring the repair or the demolition and removal of the dwelling located at 511 North Watauga Avenue (Ordinance No. 10-75)

Corporal Viverette discussed ownership of the property and described its present condition and presented informational statistics related to complaints received, the current value of the property and estimated cost of repairs.

Mayor Dunn declared the public hearing open and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, she invited comment in opposition to the proposed demolition. Also hearing none, Mayor Dunn declared the public hearing closed.



Council Member Joyner moved to adopt the ordinance. Council Member Blackburn seconded the motion, which was approved by unanimous vote.

Resolution authorizing the sale of City-owned property at 414 Cadillac Street to Brenda C. Jenkins (Resolution No. 10-52)

Mr. Flood explained the terms of the proposed sale.

Mayor Dunn declared the public hearing open and invited comment in favor of the proposed sale. Hearing none, she invited comment in opposition to the proposed sale. Also hearing none, Mayor Dunn declared the public hearing closed.

Council Member Blackburn moved to adopt the resolution. Council Member Joyner seconded the motion, which was approved by unanimous vote.

Resolution authorizing the sale of City-owned property at 600 Ford Street to Sharmeen Whichard (Resolution No. 10-53)

Mr. Flood explained the terms of the proposed sale.

Mayor Dunn declared the public hearing open and invited comment in favor of the proposed sale. Hearing none, she invited comment in opposition to the proposed sale. Also hearing none, Mayor Dunn declared the public hearing closed.

Council Member Joyner moved to adopt the resolution. Council Member Blackburn seconded the motion, which was approved by unanimous vote.

Resolution authorizing the sale of City-owned property at 604 Ford Street to Charniece M. Harris (Resolution No. 10-54)

Mr. Flood explained the terms of the proposed sale.

Mayor Dunn declared the public hearing open and invited comment in favor of the proposed sale. Hearing none, she invited comment in opposition to the proposed sale. Also hearing none, Mayor Dunn declared the public hearing closed.

Council Member Joyner moved to adopt the resolution. Council Member Blackburn seconded the motion, which was approved by unanimous vote.

PUBLIC COMMENT PERIOD

Mayor Dunn opened the Public Comment Period and explained procedures to be followed by those wishing to speak. She then invited the first person registered with the Deputy City Clerk to come forward.



Minister Christopher Taylor

Rev. Taylor referenced President Lincoln's belief that all men are created equal and stated he shares the belief that all men, women, boys and girls are created equal regardless of skin color. We must address crucial circumstances faced by our youth. He encouraged the Council to work with the community to address issues of equality and equitable treatment.

Donald Rechovitch

Mr. Rechovitch stated he was speaking in support of the men and women who serve to protect the citizens of Greenville. He expressed concern about proposed plans to change existing City benefits related to retirement and retiree insurance. The environments encountered on a daily basis by fire and rescue personnel put them at a higher risk for both personal injury and health conditions. He stated they wanted to work with the Council to find an appropriate solution which satisfies cost concerns of the Council while still addressing the needs of the City's workforce.

Diane Hucks

Ms. Hucks expressed her thanks for the Council's consideration of stormwater resolutions that have come about. She encouraged the Council to continue looking at these properties. She stated she and her husband have looked at several of them and saw no others that were at as great a risk as theirs of falling into the stream.

Dorothy Sullivan

Ms. Sullivan stated there are 105 homes in Windy Ridge on Barnes Street and those properties are adjacent to the Tucker development. The addition of homes in the Tucker development is creating extra discharge of water through Windy Ridge, resulting in substantial potential for structural damage. There are drainage issues and problems with water in homes. She asked to be put on the City's list for assistance with these issues. The citizens of this community do not have the resources to personally address a drainage issue of this magnitude.

Scott Hucks - 103 Nichols Drive

Mr. Hucks thanked the Council for their concern about erosion throughout the City and the immediate needs in their neighborhood. He said he hopes these needs will be addressed throughout the City, but there are a number of houses in his neighborhood which are literally sliding into the stream

There being no one else who wished to address the City Council, Mayor Dunn closed the Public Comment Period.



OTHER ITEMS OF BUSINESS

Resolution authorizing the filing of the Urban Redevelopment Area Designation for the West Greenville Certified Redevelopment Area with the North Carolina Alcoholic Beverage Control Commission (Resolution No. 10-55)

Mr. Holec explained the provisions of NC General Statutes with regard to the proposed resolution. It would not apply to restaurants or private clubs.

Council Member Glover moved to adopt the resolution, seconded by Council Member Blackburn. There being no discussion, the motion was approved by unanimous vote.

Authorization to purchase two replacement ambulances and waive the normal bid procedure

Interim Fire-Rescue Chief Sandy Harris stated the Council had approved purchase of two ambulances earlier in the current year. In that agreement, there was a clause for purchase of additional units at the same cost. We are asking the Council waive the usual procedure to allow us to take advantage of the Piggy-Back provision.

Council Member Blackburn moved to approve the request, seconded by Council Member Joyner. There being no discussion, the motion was approved by unanimous vote.

(ADDED) Code Enforcement Resources Funding Agreement, adding language to clarify responsibilities

Mr. Bowers stated he had sent information to the Council the previous day and apologized for bringing this item up again so quickly, but explained that a provision East Carolina University (ECU) representatives and the City representatives intended to copy from the Charlottesville/University of Virginia document was inadvertently omitted from the final version of the document approved by Council on Monday. The provision provides that while the Code Enforcement Officer hired with this funding would primarily work within a designated area, he or she could work outside the designated area on a complaint basis if there were housing or code issues involving ECU students living outside that designated area. Council is requested to approve adding that provision to the final document before it is signed.

Council Member Joyner moved to approve the addition of the provision recommended by Mr. Bowers. Council Member Blackburn seconded the motion, which passed by unanimous vote.



COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and Members of the Council made general comments about past and future events.

CITY MANAGER'S REPORT

Mr. Bowers reminded everyone that the next City Council meeting will be held on August 23, 2010 at 5:30 pm in Greenville Utilities Commission (GUC) Board Room. The meeting will be a joint session with the GUC Board to talk about health insurance and other post-employment benefits (OPEB).

ADJOURNMENT

Council Member Joyner moved to adjourn the meeting, seconded by Mayor Pro-Tem Kittrell. There being no further discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 9:04 pm.

Respectfully submitted,

Patricia A. Sugg, CMC
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

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- Title of Item:** Resolution accepting dedication of rights-of-way and easements for Lynndale East Subdivision, Section Four, Lots 4-8 Block B, Lots 9-12 Block D, Lots 18-25 Block E, Lots 1-6 Block G; and Chapman Road
- Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Lynndale East Subdivision, Section Four, Lots 408 Block B, Lots 9-12 Block D, Lots 18-25 Block E, Lots 1-6 Block G (Map Book 73 at Pages 39-40); and Chapman Road (Map Book 73 at Page 182 and Map Book 25 at Page 100).
- Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2010-2011 budget.
- Recommendation:** Aopt the attached resolution accepting dedication of rights-of-way and easements for Lynndale East Subdivision, Section Four, Lots 408 Block B, Lots 9-12 Block D, Lots 18-25 Block E, Lots 1-6 Block G; and Chapman Road.

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Attachments / click to download

- [Lynndale East Subdivision](#)
- [Chapman Road](#)
- [Chapman Road](#)
- [January 2011 Right of Way Resolution 884172](#)

RESOLUTION NO.
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160A-374 authorizes any city council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina:

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Lynndale East Subdivision, Section Four, Lots 4-8 Block B, Lots 9-12 Block D, Lots 18-25 Block E, Lots 1-6 Block G	Map Book 73	Pages 39-40
Chapman Road	Map Book 73	Page 182
Chapman Road	Map Book 25	Page 100

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 10th day of January, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

CURVE	RADIUS	ARC LENGTH	CH BEARING	CH LENGTH	DELTA
C1	25.00	38.38	N 21°08'45" E	35.44	2075.46"
C2	303.00	97.90	S 15°21'56" W	87.47	1841.52"
C3	303.00	128.83	S 38°54'56" W	125.83	2410.72"
C4	25.00	2.69	N 48°23'41" E	2.66	273.22"
C5	25.00	31.84	N 06°34'05" E	28.49	7216.42"
C6	260.00	23.41	S 28°52'30" E	23.41	3702.36"
C7	260.00	121.39	S 11°02'11" E	120.29	2645.94"
C8	260.00	16.68	S 04°10'37" W	16.67	240.31"
C9	210.00	81.72	S 03°02'59" E	81.20	2277.41"
C10	210.00	48.71	S 21°25'34" E	46.80	1117.28"
C11	25.00	36.50	S 21°28'06" E	33.40	8749.36"
C12	300.00	70.44	S 7°18'40" W	70.27	1372.70"
C13	330.00	32.92	N 77°14'46" E	32.91	342.36"
C14	330.00	130.86	S 03°02'59" E	130.00	2277.41"
C15	380.00	18.36	N 50°23'07" E	18.36	2720.01"
C16	380.00	73.83	N 57°11'11" E	73.73	1108.06"
C17	380.00	80.21	N 88°33'18" E	80.00	1138.02"
C18	380.00	24.53	N 78°12'18" E	24.52	341.51"
C19	250.00	138.47	S 04°10'37" W	138.00	240.31"
C20	250.00	187.59	S 27°28'38" W	183.22	4236.22"
C21	25.00	38.16	S 38°51'12" E	35.27	8944.14"

LINE	BEARING	LENGTH
L1	N 08°20'52" E	16.81
L2	N 29°34'18" W	74.80
L3	N 08°20'52" E	46.92
L4	N 08°20'52" E	56.41
L5	N 83°39'08" W	30.00
L6	N 08°20'52" E	46.92
L7	N 29°34'18" W	70.16
L8	N 80°21'14" E	42.45
L9	N 80°21'14" E	78.69
L10	N 80°21'14" E	78.69
L11	N 80°21'14" E	41.94
L12	N 08°20'52" E	17.07
L13	S 83°43'22" E	57.03
L14	N 08°16'30" E	50.00

References

- D.B. 2020, PG. 443 D.B. 1906, PG. 647
- D.B. 2020, PG. 439 D.B. 1906, PG. 643
- D.B. 2020, PG. 427 D.B. 1979, PG. 617
- D.B. 2020, PG. 423 D.B. 1979, PG. 613
- D.B. 2008, PG. 840 D.B. 1979, PG. 609
- D.B. 2005, PG. 873 D.B. 1979, PG. 603
- D.B. 2005, PG. 870 D.B. 1328, PG. 258
- D.B. 1986, PG. 659 D.B. 396, PG. 532
- P.N. 58919 D.B. 2529, PG. 214
- P.N. 70855 D.B. 2529, PG. 224
- P.N. 16473 P.N. 85717 PG. 947
- P.N. 56901 P.N. 8715 PG. 641
- P.N. 8715 PG. 641
- P.N. 8715 PG. 641
- P.N. 8715 PG. 641
- P.N. 8715 PG. 641
- P.N. 8715 PG. 641
- P.N. 8715 PG. 641
- P.N. 8715 PG. 641
- P.N. 8715 PG. 641

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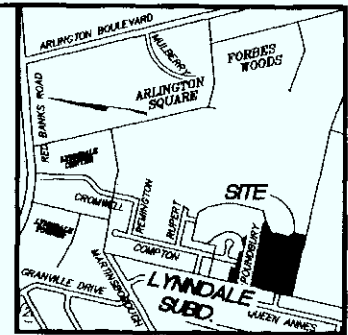
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 Fee Amt: \$42.50 Page 1 of 2

 Plat County, NC

 Deed Book: Tarrington No of Deeds

673 **39-40**



Location Map
SCALE: 1" = 100'

Legend

- ER EXISTING IRON REBAR
- EP EXISTING IRON PIPE
- IPS IRON PIPE SET
- NPS NO POINT SET
- LOT NO. (9)
- N/F NOW OR FORMERLY
- (W) WITNESS
- (T) TOTAL
- EASE. EASEMENT
- D.B. DEED BOOK
- PG. PAGE
- M.B. MAP BOOK
- NPS NO POINT SET
- S.W. ESM. SIDEWALK EASEMENT
- D.H. DRILL HOLE SET

Notes:

- AREA DETERMINED BY COORDINATES.
- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
- IRON PIPES LOCATED AT ALL CORNERS, EXCEPT AS NOTED OTHERWISE.
- THIS PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 1.0% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON FIRM MAP NUMBER 3720488004L PANEL NO 4086 L, EFFECTIVE JANUARY 2, 2004.
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS, OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF ROAD EASEMENTS; THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS, PROVIDED UTILITIES ARE LOCATED UNDERGROUND.
- PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES HERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENDOURCH WITHIN ANY DESIGNATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- GREENWAY EASEMENT IS LOCATED FROM EDGE OF NORMAL WATER AND EXTENDS 50' INTO THE SUBDIVISION LOT WITH A MINIMUM OF 30' BEING MEASURED FROM THE EXISTING TOP OF BANK.

OWNERS STATEMENT AND DEDICATION

I, David A. Evans, Jr.
 DAVID A. EVANS, JR.
 of the County of Greenville, State of North Carolina, do hereby certify that I am the owner of the above described property and that I have executed this instrument in accordance with the provisions of the laws of the State of North Carolina.

I, William W. Evans
 WILLIAM W. EVANS
 of the County of Greenville, State of North Carolina, do hereby certify that I am the owner of the above described property and that I have executed this instrument in accordance with the provisions of the laws of the State of North Carolina.

I, John E. Brown
 JOHN E. BROWN
 of the County of Greenville, State of North Carolina, do hereby certify that I am the owner of the above described property and that I have executed this instrument in accordance with the provisions of the laws of the State of North Carolina.

I, William C. Brewer, Jr.
 WILLIAM C. BREWER, JR.
 of the County of Greenville, State of North Carolina, do hereby certify that I am the owner of the above described property and that I have executed this instrument in accordance with the provisions of the laws of the State of North Carolina.

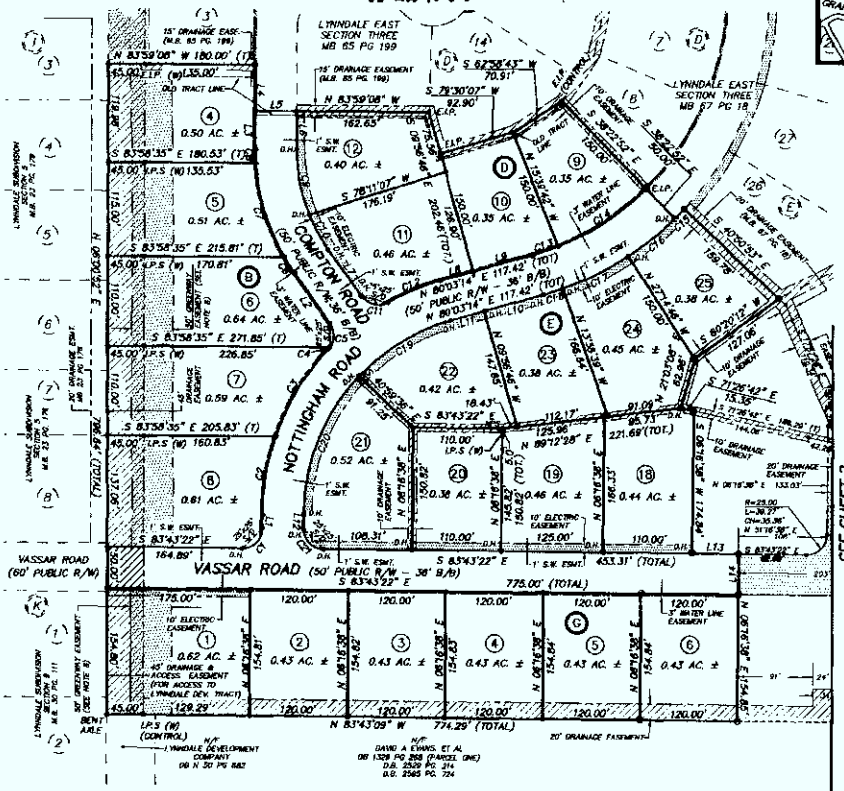
I, Brandon Alan Harmon
 BRANDON ALAN HARMON
 of the County of Greenville, State of North Carolina, do hereby certify that I am the owner of the above described property and that I have executed this instrument in accordance with the provisions of the laws of the State of North Carolina.

I, William C. Brewer, Jr.
 WILLIAM C. BREWER, JR.
 of the County of Greenville, State of North Carolina, do hereby certify that I am the owner of the above described property and that I have executed this instrument in accordance with the provisions of the laws of the State of North Carolina.

I, John E. Brown
 JOHN E. BROWN
 of the County of Greenville, State of North Carolina, do hereby certify that I am the owner of the above described property and that I have executed this instrument in accordance with the provisions of the laws of the State of North Carolina.

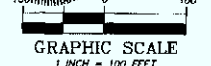
I, David A. Evans, Jr.
 DAVID A. EVANS, JR.
 of the County of Greenville, State of North Carolina, do hereby certify that I am the owner of the above described property and that I have executed this instrument in accordance with the provisions of the laws of the State of North Carolina.

GREENBRIER REALTY COMPANY, INC., PRESIDENT



See Above
 TO AND SUBSCRIBED BEFORE ME THIS 24th DAY OF December, 2009
 I, John E. Brown
 JOHN E. BROWN
 NOTARY PUBLIC IN AND FOR THE STATE OF NORTH CAROLINA
 MY COMMISSION EXPIRES 08/12/11

See Above
 TO AND SUBSCRIBED BEFORE ME THIS 24th DAY OF December, 2009
 I, John E. Brown
 JOHN E. BROWN
 NOTARY PUBLIC IN AND FOR THE STATE OF NORTH CAROLINA
 MY COMMISSION EXPIRES 08/12/11



RECORDED IN MAP BOOK _____ PAGE _____

Site Summary:

NUMBER OF LOTS CREATED 23
 ACREAGE IN TOTAL TRACT 12.60 AC.
 ACREAGE IN COMMON AREA(S) NONE
 ACREAGE IN PARK AND RECREATION AREAS NONE

CERTIFICATION

NORTH CAROLINA PITT COUNTY
 I, PATRICK W. HARMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY FROM DEED DESCRIPTIONS RECORDED IN BOOK (SEE), PAGE (SEE); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:110,000 +; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1): THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA REGULATED BY THE CITY OF GREENVILLE SUBDIVISION ORDINANCE. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL, THIS 9th DAY OF SEPTEMBER, 2009.

SIGNED: Patrick W. Harmon
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-4262

FINAL PLAT
 LYNDDALE EAST SUBDIVISION, SECTION FOUR
 LOTS 4-8, BLOCK B, LOTS 9-12 BLOCK D LOTS
 18-25, BLOCK E, LOTS 1-6 BLOCK G
 WINTERVILLE TWP., GREENVILLE, PITT CO., NORTH CAROLINA

OWNER GREENBRIER REALTY COMPANY, INC.
 ADDRESS P.O. BOX 2548, GREENVILLE, NC 27636
 PHONE (252) 752-2106

SOURCE OF TITLE
 TO THE BEST OF MY KNOWLEDGE, THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF

APPROVAL
 THIS FINAL PLAT NO. 09-24, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE, THE 10th DAY OF January, 2009.

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES, AND EASEMENTS FOREVER, ALL AREAS SHOWN OR SO INDICATED ON SAID PLAT.

NORTH CAROLINA PITT COUNTY
 I, Andrew J. Thomas, Jr.
 ANDREW J. THOMAS, JR.
 A REVIEW OFFICER OF PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIRED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

SURVEYED BY John E. Brown
 DRAWN BY John E. Brown
 CHECKED BY John E. Brown
 APPROVED BY John E. Brown
 DATE 9/15/08
 SCALE 1" = 100'

DEED BOOK SEE PAGE REFERENCES
 DEED BOOK SEE PAGE REFERENCES
 DEED BOOK SEE PAGE REFERENCES
 NORTH CAROLINA LIC. NO. L-4262

TO AND SUBSCRIBED BEFORE ME THIS 9th DAY OF January, 2009.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

SIGNED: Andrew J. Thomas, Jr.
 CITY PLANNER

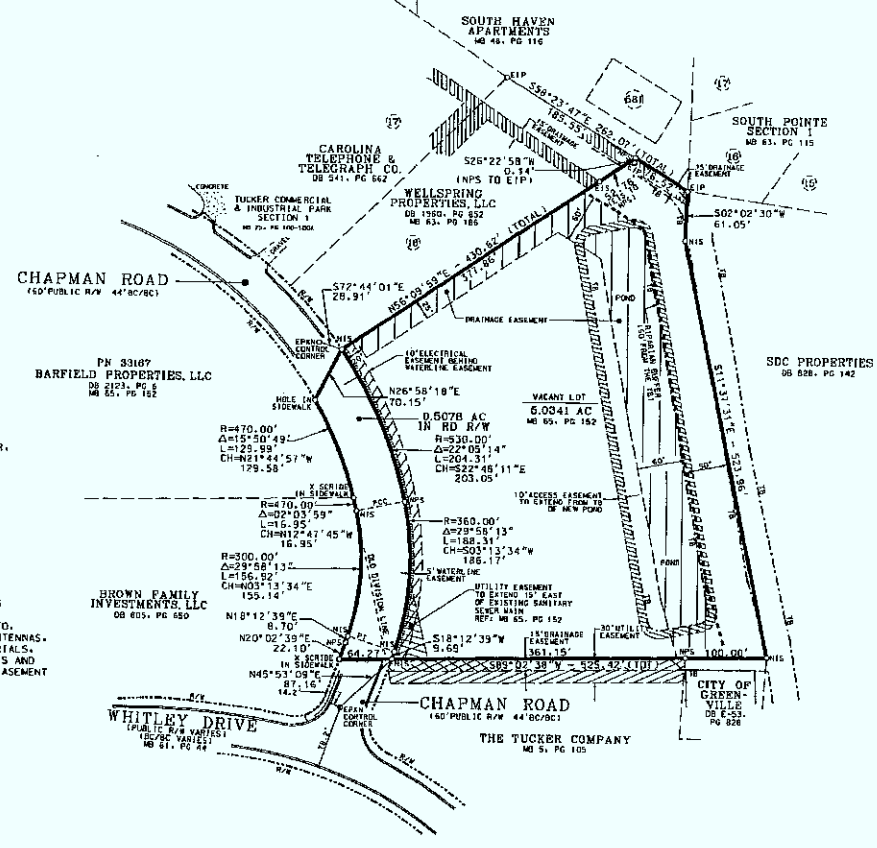
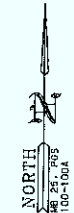
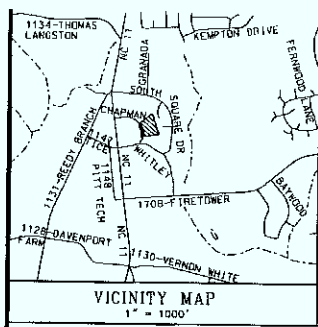
SIGNED SEE ABOVE
 ATTEST SEE NOTARY

BY Andrew J. Thomas, Jr.
 REVIEW OFFICER
 DATE 9/15/08

SITE DATA

NUMBER OF LOTS CREATED.....1
 TOTAL AREA IN TRACT5.5419 AC
 AREA IN COMMON AREA0
 AREA IN PARKS, RECREATION AREAS AND THE LIKE.....0

Doc ID: 0106030001 Type: CDP
 Fee Amt: 10.48 2010 01 00:12 PM
 Pitt County, NC
 Deborah T. Boyette REG OF DEEDS
 BK 73 PG 182



NOTES

1. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA. REFERENCE: FIRM 3720467500J, DATED JAN. 2, 2004 AND FIRM 3720467600J, DATED JAN. 2, 2004.
4. NO IRONS SET IN DITCHES OR CANALS UNLESS OTHERWISE NOTED.
5. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THEREOF, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, AND DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRDACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.

LEGEND

- EIP= EXISTING IRON PIPE
- EIR= EXISTING IRON ROD
- NIS= NEW IRON STAKE
- NIS= NO POINT SET
- R/W= RIGHT OF WAY
- R= RADIUS
- L= LENGTH
- CH= CHORD
- BC= BACK OF CURB
- TB= TOP OF BANK
- PT= POINT OF TANGENCY
- PCC= POINT OF COMPOUND CURVATURE



SHEET 1 OF 1 PARCEL NO. 32011

MAP FOR RECORD COLLEGE POINTE

REFERENCE: DEED BOOK 2123, PAGE 6 OF THE PITT COUNTY REGISTRY GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: BARFIELD PROPERTIES, LLC
 c/o GERALD BARFIELD
 5824 HORSESHOE DRIVE
 RALEIGH, NC 27603
 (252) 560-1515

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:
 DEED BOOK 2122 PAGE 6
 DEED BOOK 2122 PAGE 6
 Deborah T. Boyette
 N.C. REG. NO. L-4146

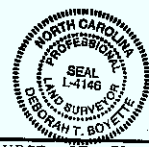
OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF
 [Signature]
 OWNER
 SWORN AND SUBSCRIBED TO BEFORE ME THIS 8th DAY OF Sept 2010
 [Signature]
 NOTARY PUBLIC, MY COMMISSION EXPIRES ON

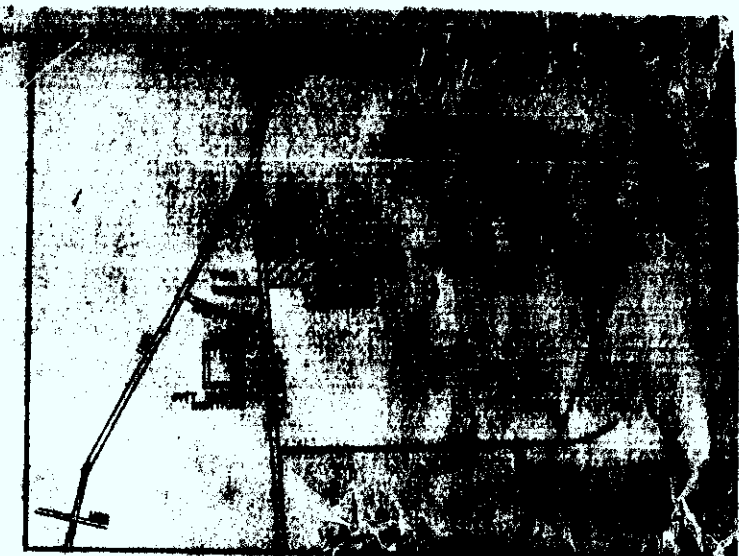
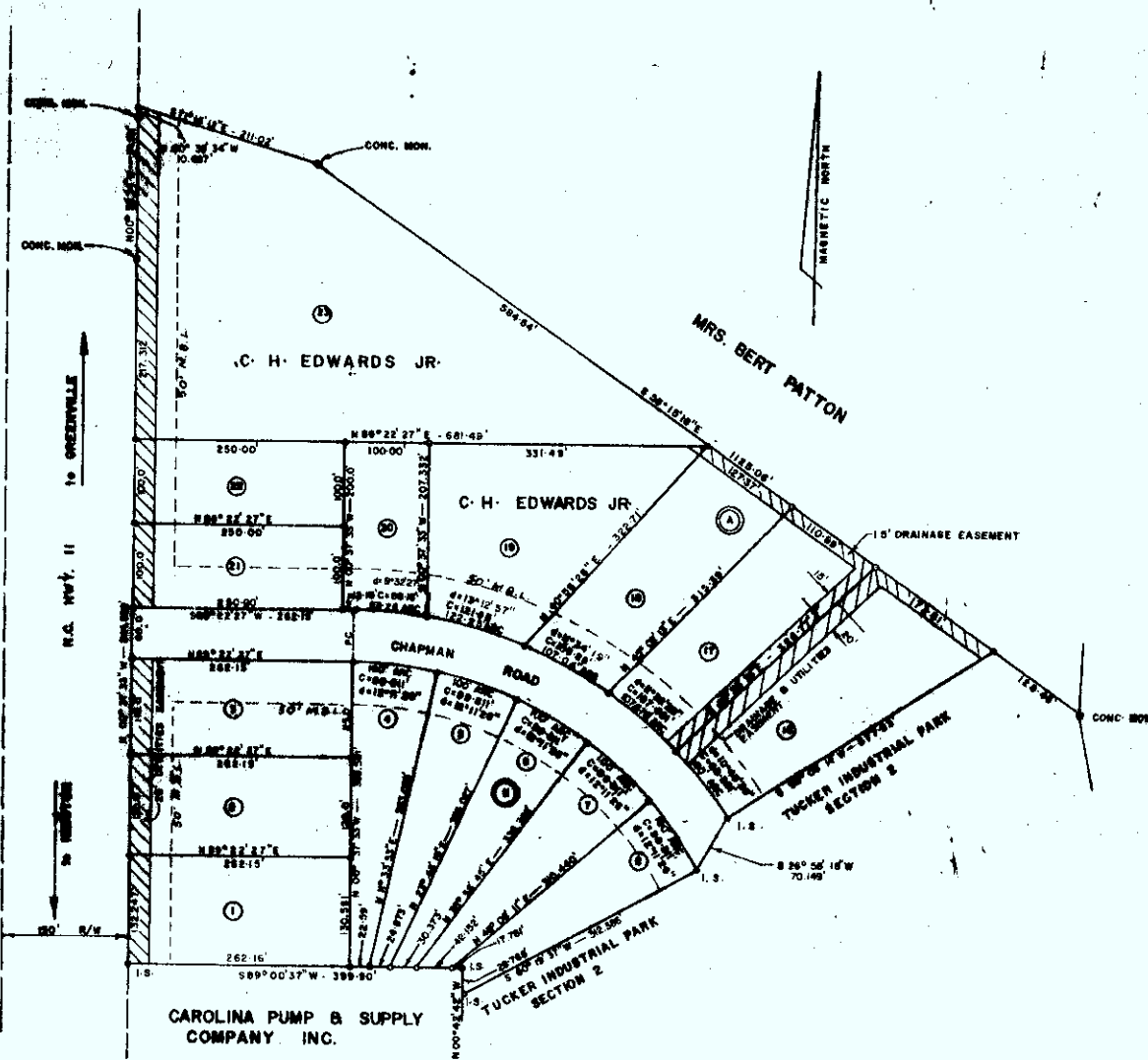
APPROVAL
 THIS FINAL PLAT, # 10-38 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 28th DAY OF JULY, 2010.
 SIGNED [Signature] CITY PLANNER

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.
 SIGNED [Signature]
 ATTEST [Signature]

CERTIFICATION
 I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, I HAVE RECORDED IN BOOK 2123, PAGE 6 THAT THE BOUNDARIES NOT SURVEYED AND CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 2122, PAGE 6, THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:30,402; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
 WITNESS MY HAND AND SEAL THIS 29 DAY OF AUG. A.D. 2010
 Deborah T. Boyette
 PROFESSIONAL LAND SURVEYOR L-4146

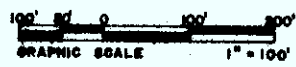
REVIEW OFFICER'S CERTIFICATE
 I, [Signature], REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 REVIEW OFFICER [Signature]
 DATE 10/2/10





CURVE DATA

INSIDE R/W	OUTSIDE R/W
R=470-00'	R=500-00'
A=60°57'10"	A=50°46'47"
L=500-000'	L=525-25'
T=276-50'	T=288-45'
C=476-76'	C=504-00'



14.75 ACRES

MAP FOR RECORD - SECTION 1
**TUCKER COMMERCIAL
 & INDUSTRIAL PARK**
 GREENVILLE TOWNSHIP DIST. CO. N.C.

CERTIFICATE
 I CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP WAS MADE FROM AN ACCURATE FIELD SURVEY. ALL DISTANCES AND BEARINGS ARE CALLED OUT BY LATITUDES AND DEPARTURES IN SUCH MANNER THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH §§ 27-14 TO 24

SOURCE OF TITLE
 THIS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE DEED COUNTY REGISTRY AT GREENVILLE N.C. IN DEED BOOK 245, PAGE 288.

OWNERS STATEMENT
 THIS IS A TRUE AND CORRECT STATEMENT OF THE INTERESTS IN THE PROPERTY AS SHOWN ON THIS MAP.
 ITEM #2
 WILIAM H. CLARK

APPROVAL
 GREENVILLE TOWNSHIP DIST. CO. N.C.
 CITY ENGINEER
 CITY OF GREENVILLE, N.C.



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Resolution of intent to close a portion of Pitt Street

Explanation: Attached for consideration is a resolution of intent to close a portion of Pitt Street lying south of Fourteenth Street and north of the Carolina Coastal Railway. The attached map illustrates the segment of roadway that is proposed to be closed.

The Pitt Street crossing of Carolina Coastal Railway was closed as approved by City Council Resolution 08-47 (August 11, 2008) and removed during the construction of the new railroad wye track at Fourteenth and Beatty Streets. The portion of Pitt Street that is requested to be closed is located south of Fourteenth Street and north of the Carolina Coastal Railway. This street section only serves the properties of Norfolk Southern Railway Company. When this section of the street is closed, the abandoned right-of-way would become property of Norfolk Southern Railway Company. The City would maintain a drainage and utility easement upon the abandoned right-of-way.


City and Greenville Utilities staffs have reviewed the proposed closing and no objections or adverse comments were provided.


Staff intends to bring a resolution to close this section of Pitt Street to City Council on February 10, 2011.

Fiscal Note: The City will be responsible for removing the existing pavement section and installing new curb and gutter along Fourteenth Street. Once City Council adopts the Resolution to Close this section of Pitt Street, the City will no longer receive Powell Bill funds for this section of Pitt Street.

Recommendation: Adopt the resolution of intent to close a portion of Pitt Street.

Attachments / click to download

 [Pitt Street Cad](#)

 [Pitt Street GIS](#)

 [Resolution_of_intent_to_close_a_portion_of_Pitt_Street_885328](#)

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE A PORTION OF PITT STREET

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

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

To Wit: The 50 foot wide right of way portion of the 1400 block of Pitt Street, as shown on the plat entitled, "Street Closing Map, Portion of Pitt Street", prepared by the City of Greenville, dated December 7th, 2010.

Location: Lying and being in the City of Greenville, Pitt County, North Carolina, south of West Fourteenth Street, north of Carolina Coastal Railway and generally bounded on the east and west by the property of Norfolk Southern Railway Company with said street section being more accurately described as follows:

BEGINNING at an iron pipe set at the intersection of the eastern right of way line of Pitt Street with the southern right of way of Fourteenth Street, thence from said located POINT OF BEGINNING and running along the eastern right of way of Pitt Street, S10°45'55" W -314.42 feet to an iron pipe set in the northern right of way line of Carolina Coastal Railway; thence with the railroad right of way, N78°55'36"W - 50.00 feet to an iron pipe set in the western right of way line of Pitt Street; thence with the western right of way of Pitt Street, N10°45'55" E -314.23 feet to an iron pipe set in the southern right of way of Fourteenth Street; thence running along the projection of the right of way of Fourteenth Street, S 79°08'21" E - 50.02 feet to the POINT OF BEGINNING; containing 0.3608 acres more or less as shown on a map titled "Street Closing Map, Portion of Pitt Street", prepared by the City of Greenville, dated December 7th, 2010.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 10th day of February, 2011 at 7:00 p.m., to consider the advisability of closing portions of the aforesaid streets. At such public hearing, all objections and suggestions will be duly considered.

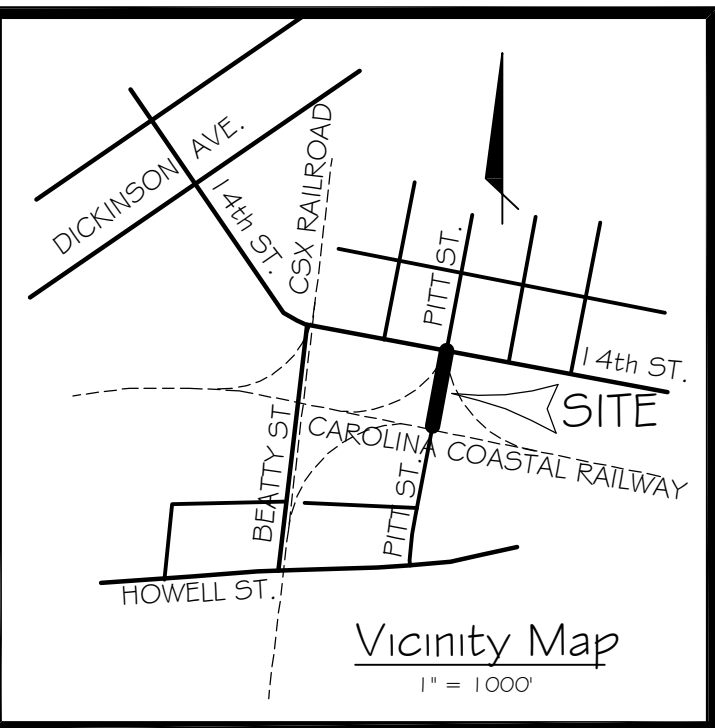
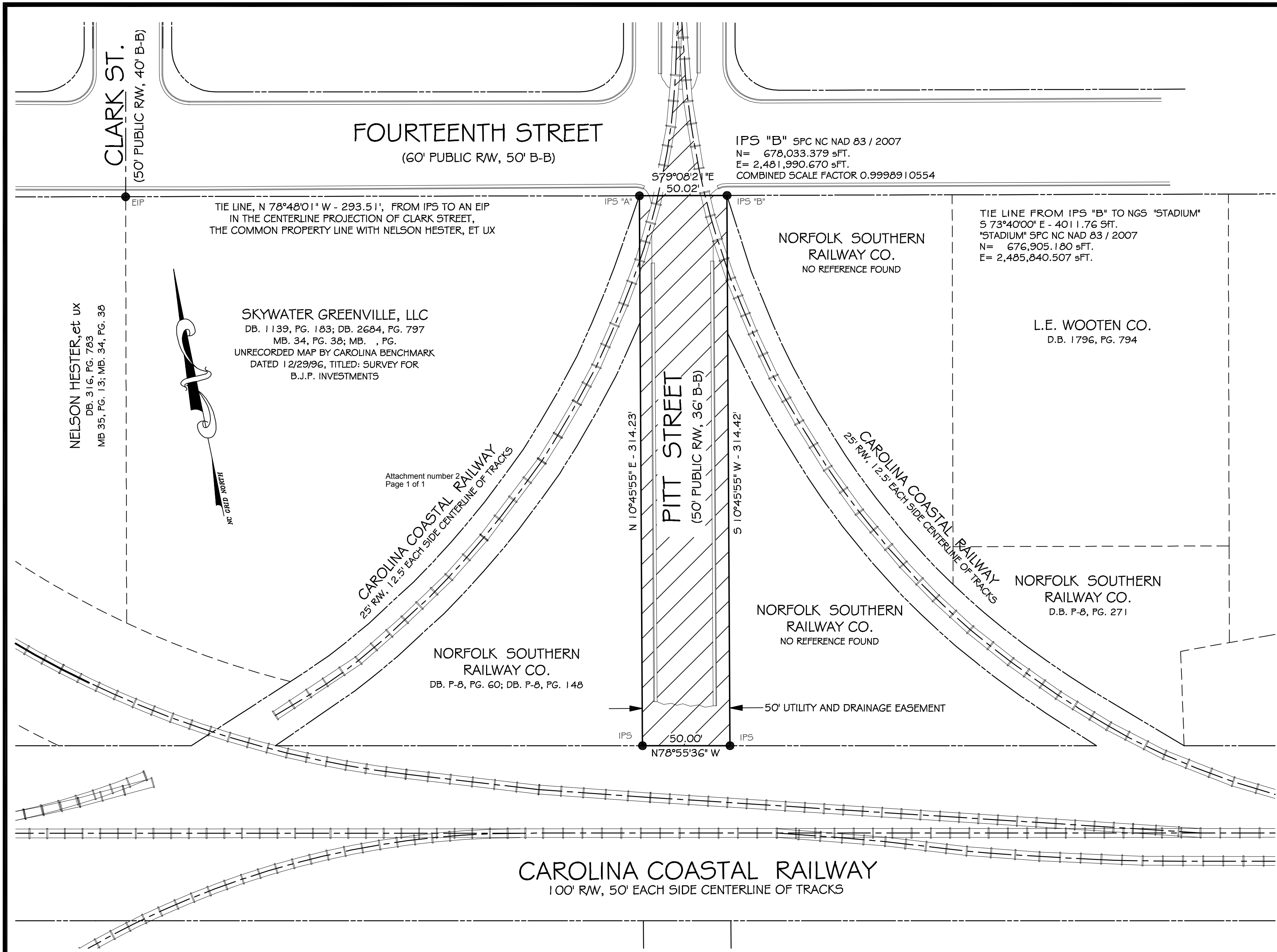
BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that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

Duly adopted this the 10th day of January, 2011.

Patricia C. Dunn, Mayor

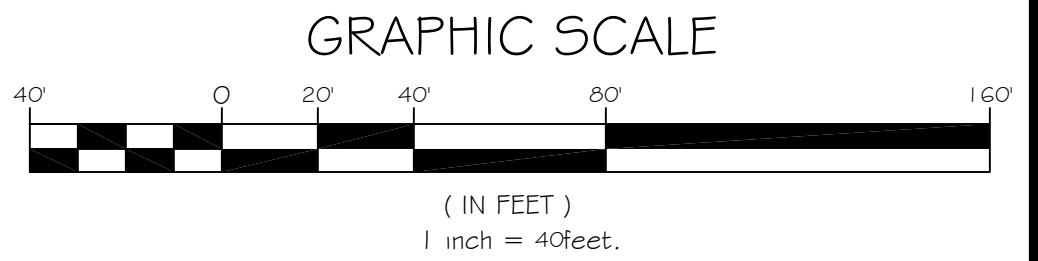
ATTEST:

Carol Barwick, City Clerk



- 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 PITT STREET AFTER CLOSURE AND RECORDATION OF THE RESOLUTION AND THIS PLAT.



**PRELIMINARY MAP
FOR REVIEW ONLY**

**STREET CLOSING MAP
PORTION OF PITT STREET
BEING SOUTH OF FOURTEENTH STREET
AND NORTH OF CAROLINA COASTAL RAILWAY**

GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY NORTH CAROLINA

City of Greenville
Public Works Dept., Engineering Division
1500 BEATTY STREET
GREENVILLE NC, 27834
(252) 329-4467

SURVEYED: BLM	APPROVED: WBA
DRAWN: BLM	DATE: 12/07/10
CHECKED: TEC	SCALE: 1" = 40'

Sheet # 3

**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

DATE

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 PITT STREET.

RESOLUTION NO. _____

SIGNED _____
PATRICIA C. DUNN, MAYOR

ATTEST _____
CAROL BARWICK, CITY CLERK

SURVEYOR'S CERTIFICATION

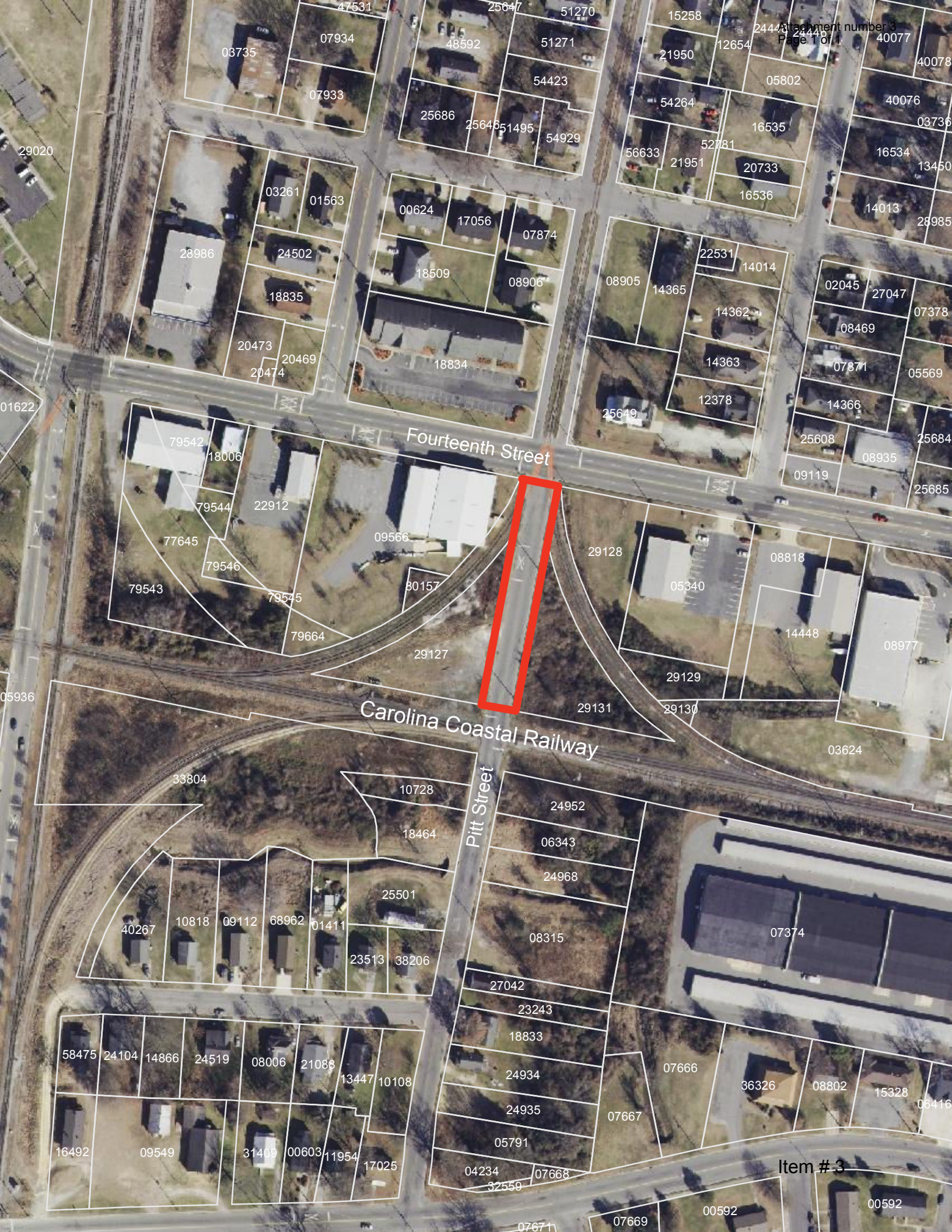
I, BILLY LEE MERRILL, CERTIFY THAT THIS PLAT WAS DRAWN BY ME FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME. DEED DESCRIPTIONS REFERRED TO IN BOOKS REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION 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 USED 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", "LURTON", "OLIN"
 DATUM / EPOCH: NAD 83 (2007) GEOD MODEL: GEOD00 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 (b) (1) (d), THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF A SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE ____ DAY OF DECEMBER, 2010.

SIGNED _____
PROFESSIONAL LAND SURVEYOR No. L-2956



Fourteenth Street

Carolina Coastal Railway

Pitt Street



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Resolution to request North Carolina Department of Transportation assistance with drainage problems near the intersection of NC Highways 11 N and 903 N

Explanation: In response to several complaints by residents and landowners, Pitt County staff prepared a resolution to request assistance from the North Carolina Department of Transportation (NCDOT) with drainage improvements to the area in the vicinity of the intersection of NC Highways 11 N and 903 N. The County Commission approved the resolution on December 6, 2010, and the County Manager requested that the City Council consider a similar resolution.

Most of the area impacted by the drainage problems is located outside the City limits, but a small portion near Moore Road is located in the City. City staff supports Pitt County's efforts to work with NCDOT to address these drainage problems.

Fiscal Note: No cost to adopt the resolution. If NCDOT decides to address the drainage problems, NCDOT staff will determine the cost for any proposed improvements.

Recommendation: Approve the attached resolution requesting NCDOT assistance with drainage problems near the intersection of NC Highways 11 N and 903 N.

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

Attachments / click to download

[NC 11 & 903 Focus Area](#)

[NCDOT Drainage Resolution NC 11 and NC 903 885518](#)

RESOLUTION NO. 11-___

A RESOLUTION TO REQUEST NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION ASSISTANCE WITH DRAINAGE PROBLEMS NEAR THE
INTERSECTION OF NC HIGHWAYS 11 N AND 903 N

WHEREAS, residents and landowners of the area in the vicinity of the intersection of NC 11 North and NC 903 North have voiced concerns about the lack of adequate drainage in said area described as “Focus Area” on the attached map;

WHEREAS, flooding from recent rain events has plagued these roads and adjacent properties due to the lack of a stormwater infrastructure to provide adequate conveyance of roadway drainage to receiving systems;

WHEREAS, the right-of-way within NC 11 North and NC 903 North are maintained by the North Carolina Department of Transportation;

WHEREAS, drainage issues have been raised continually by the established focus group meeting to address various community concerns that exist north of the River.

THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina:

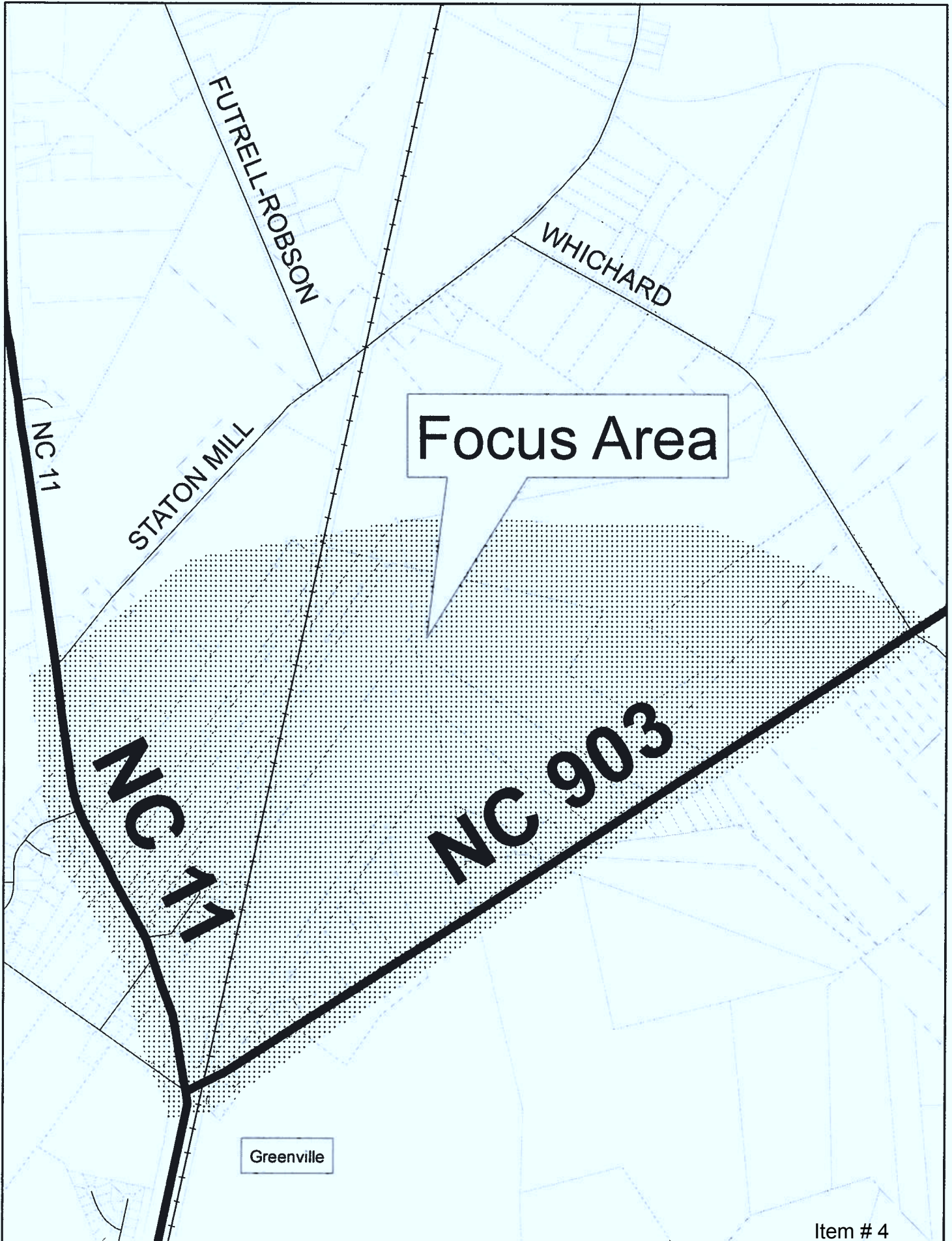
Section 1. The City of Greenville does hereby respectfully request assistance from the North Carolina Department of Transportation to study, plan, and perform any needed drainage improvements to the area in the vicinity of North Carolina Highways 11 North and 903 North to facilitate adequate conveyance of stormwater.

Adopted the 10th day of January, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



Focus Area

Greenville



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Amendment #6 to the contract with Kimley-Horn and Associates, Inc. to perform the subsurface utility engineering portion of the Final Design Phase (Phase III) of the Stantonsburg Road/Tenth Street Connector Project

Explanation: This project when constructed will extend Tenth Street from Dickinson Avenue to Memorial Drive at its intersection with Stantonsburg Road. The City, East Carolina University (ECU), Pitt County Memorial Hospital (PCMH), and the North Carolina Department of Transportation (NCDOT) are participating in the development of the project.

The Environmental Assessment for the project has been approved and signed by all parties. The Assessment was posted for public comments for 45 days. The post-hearing meeting is scheduled for January 19, 2011. NCDOT and Public Works representatives at this meeting will review all comments from the public. Staff anticipates that the Finding of No Significant Impact will be approved no later than June 2011.

The next step in the study and design process is final design (Phase III), and the survey and data collection element of this phase is underway. Presented for City Council consideration is an amendment to the professional services contract between the City and Kimley-Horn and Associates, Inc. for the subsurface utility engineering portion of Phase III and for continued project coordination of the Stantonsburg Road/Tenth Street Connector Project. The initial contract for Phase I was approved by the City Council at its August 11, 2005 meeting.

This amendment authorizes and funds the portion of the Final Design Phase (Phase III) that detects and maps underground utilities in the proposed right-of-way. The lump-sum fee for this work is \$171,570.55. The revised total contract amount is \$2,444,427.03.

The remaining Phase III work includes the final roadway, hydraulic, structure, signals, pavement marking, geotechnical, utility, and streetscape design. Staff anticipates bringing the final amendment to City Council for this work in February or March, 2011.

The amendment to include the scope of services for this portion of Phase III of the project and the proposed fee is attached.

Fiscal Note:

This amendment for \$171,570.55 will be funded from the \$6 million committed by the City, ECU, and PCMH. The City's share, \$2,000,000, is funded through the 2004 General Obligation Bonds approved by a vote of the public in November 2004.

Recommendation:

Approve the amendment to the professional services contract with Kimley-Horn and Associates, Inc. in the amount of \$171,570.55 for the subsurface utility engineering portion of Phase III of the Stantonsburg Road/Tenth Street Connector Project.

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

Attachments / click to download

 [10th St. Connector Contract Amendment #6](#)

**AMENDMENT NUMBER 6 TO THE AGREEMENT BETWEEN THE
CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 6 DATED DECEMBER 22, 2010 to the Agreement between the City of Greenville, ("Client") and Kimley-Horn and Associates, Inc., ("Engineer") dated September 9, 2005 ("the Agreement") concerning Tenth Street Connector Project (the "Project").

The Engineer has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Engineer and provisions for additional compensation by the Client to the Engineer, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

ENGINEER:

CITY OF GREENVILLE, NC

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By: _____

Patricia C. Dunn

Title: Mayor

Title: _____

ATTEST:

Carol L. Barwick, City Clerk

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

Exhibit A to Amendment Number 6 dated
December 22, 2010.

Engineer shall perform the following Additional Services:

II. FINAL DESIGN (PHASE III)

II.C. Subsurface Utility Engineering

The Engineer will coordinate with a survey subconsultant (McKim & Creed, P.A.) to obtain subsurface utility engineering (SUE) that includes the horizontal detection and mapping of underground facilities. Deliverables include utility mapping and test hole reports using NCDOT standards. All SUE services will be invoiced at the NCDOT approved unit rates. The amount of utility footage found in the field may differ from the maximum values provided below. Only the footage mapped into the delivered mapping file will be billed to the City.

II.C.1 Quality Level C

McKim & Creed will perform Quality Level C (QLC) services to locate the direct buried cable and telephone for up to a maximum of 7,387 linear feet. QLC involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. McKim & Creed will compile this data into a MicroStation (SUE) file and provide to SDC for file merging.

II.C.2 Quality Level B

McKim & Creed will perform Quality Level B (QLB) services to locate the water, telephone (duct), gas, underground electric lines, and miscellaneous utilities for up to a maximum of 64,168 linear feet. QLB involves the use of surface geophysical techniques to determine the existence and horizontal position of underground utilities. McKim & Creed will compile this data into the MicroStation (SUE) file and provide to SDC for file merging.

II.Q. Coordination

The Engineer will continue to coordinate with the City, NCDOT, the Steering Committee, the Citizens Advisory Committee, and the Engineer's subconsultants to obtain data and related information. The Engineer will provide general coordination efforts that progress the project activities including usual and customary project activity correspondence, daily telephone and email communications, and normal day to day staff interaction and coordination with the City and NCDOT staff for routine project development as well as other members of the Steering Committee.

The Engineer will also maintain coordination with the City and NCDOT for the review of analyses, documents, and designs. Project coordination for Phase III will be maintained through March 2011.

III. PROJECT ADMINISTRATION

The Engineer will coordinate with and administer subconsultant contracts with Rivers & Associates, Inc., Spatial Data Consultants, Inc., and McKim & Creed, P.A. for the duration of their services. The Engineer will prepare monthly invoices and progress reports in a format suitable for meeting the requirements of the City and NCDOT through March 2011.

IV. FEE AND BILLING

For the Additional Services set forth above, Client shall pay Engineer the following additional compensation:

A lump sum amount of \$ 171,570.55 in accordance with Exhibit C of the Agreement (Article 4) for a revised total contract amount of \$ 2,444,427.03.

COMPUTATION OF MANDAY REQUIREMENTS AND FEES

Prepared for the City of Greenville

TIP NO.: U-3315

COUNTY: Pitt

DESCRIPTION: Roadway Design, Subsurface Utility Engineering

<input type="checkbox"/>	ENGINEERING AGREEMENT	
<input checked="" type="checkbox"/>	SUPPLEMENTAL AGREEMENT NUMBER	<u>6</u>
<input type="checkbox"/>	PROFESSIONAL SERVICES CONTRACT	
<input type="checkbox"/>	LIMITED SERVICES CONTRACT	

CONTENTS:

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ROADWAY CLASSIFICATION	<u>4</u>
SUBSURFACE UTILITY ENGINEERING ESTIMATE	<u>5 to 7</u>
	<u> </u>
	<u> </u>
	<u> </u>

ENGINEERING FIRM: Kimley-Horn and Associates, Inc.

PREPARED BY: Jeffrey W. Moore, P.E.

DATE: December 22, 2010

SUMMARY

TIP NUMBER : U-3315
 COUNTY: Pitt
 SCOPE : Roadway Design, Subsurface Utility Engineering

PRIVATE ENGINEERING FIRM		INITIAL		FINAL	
	ITEM	MD	COST	MD	COST
**	Roadway	49.500	\$ 49,923.20		
	Direct Costs				
**	TCP/PMP				
	Direct Costs				
**	Hydraulics				
	Direct Costs				
**	Structures				
	Direct Costs				
**	Location Surveys				
	Direct Costs				
**	Right-of-Way Staking				
	Direct Costs				
**	Photogrammetry				
	Direct Costs				
**	Orthophotography				
	Direct Costs				
	Geotechnical				
	Foundations				
**	Soils and Foundation				
	Direct Costs				
**	Trackwork				
	Direct Costs				
**	Noise Study				
	Direct Costs				
**	SUE	4.875	\$ 114,713.87		
	Direct Costs		\$ 6,933.49		
	TOTAL	54.375	\$ 171,570.55	0.000	\$ -

NOTES:

** Labor, Overhead & Fee

ENGINEERING FIRM: Kimley-Horn and Associates, Inc.

PREPARED BY: Jeffrey W. Moore, P.E. DATE: December 22, 2010

APPROVED BY: Richard Adams, P.E. DATE: December 22, 2010

ROADWAY DESIGN ESTIMATE

MANHOURS BY CLASSIFICATION						TOTAL		PROJECT PHASE
ASSOC ENGR	SENIOR ENGR	DESIGN ENGR(EI)	SENIOR TECH	TECH	DRAFTER	MANHOURS	MANDAYS	PRELIMINARY RIGHT-OF-WAY PLANS
16	40	20				76	9.50	Project Initiation and Scoping
48	96	16				160	20.00	Coordination with City (8 Months)
32	48	16				96	12.00	Coordination with NCDOT (8 Months)
16	16					32	4.00	Prepare Monthly Progress Reports (8)
16				16		32	4.00	Prepare Monthly Invoices (8)
128	200	52	0	16	0			
SHEET TOTAL						396	49.50	
TOTAL for PRELIMINARY RIGHT-OF-WAY PLANS						396	49.50	

SUMMARY		
PRELIMINARY RIGHT-OF-WAY PLANS	396	49.50
FINAL RIGHT-OF-WAY PLANS		
TOTAL RIGHT-OF-WAY PLANS		
FINAL PLANS		
TOTAL for ROADWAY DESIGN	396	49.50

SEE ROADWAY DESIGN EMPLOYEE CLASSIFICATION FOR CALCULATED COSTS.

ROADWAY DESIGN EMPLOYEE CLASSIFICATION

TIP NO.: U-3315
 COUNTY: Pitt

CLASSIFICATION	EMPLOYEE NAME	MANHOURS	MANDAYS		RATE	COST
Associate Engineer	Jeff Moore	128	16.000	x	\$ 49.039	\$ 6,276.99
Senior Engineer	Jason Pace	200	25.000	x	\$ 35.101	\$ 7,020.20
Design Engineer (EI)	Elizabeth Lynch	52	6.500	x	\$ 28.126	\$ 1,462.55
Senior Technician	Jason Johnson	0	0.000	x	\$ 20.914	-
Technician	David Shinbara	16	2.000	x	\$ 18.029	\$ 288.46
Draftsperson				x		
Total		396	49.500			
Total Direct Salary						\$ 15,048.21
Escalation (per year)						
Overhead					202.39%	\$ 30,456.07
Subtotal						\$ 45,504.28
Fee					9%	\$ 4,095.38
Overhead (Cost of Capital)					2.15%	\$ 323.54
TOTAL DIRECT AND INDIRECT SALARY COSTS						\$ 49,923.20

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
LOCATION AND SURVEYS SUE COST ESTIMATE

DATE: 8/30/2010

CONTRACT: _____ FIRM: McKim & Creed, PA

ADDRESS: 1730 Varsity Drive
Raleigh, NC 27606

PROJECT: _____ COUNTY: _____ ROUTE: New Route TIP NO.: U-3315

LENGTH: _____ LS NO.: _____

L-LINE: _____ Ft RAMP: _____ Ft
Y-LINE(S): 63165 Ft RAILROADS: _____ Ft

PROJECT DESCRIPTION: Greenville, NC

SECTION A:
TASK & PARAMETERS
(Direct & Indirect Cost based on negotiated contract items.)

1. MOBILIZATION FOR PROJECTS:
(See Section D for Tasks & Parameters)

			RATE			
SR CADD TECHNICIAN		HRS. X	24.35	PER HR.	=	
PROJECT MANAGER	3.00	HRS. X	36.21	PER HR.	=	108.63
CADD TECHNICIAN		HRS. X	23.45	PER HR.	=	
SURVEY ANALYST	18.00	HRS. X	26.85	PER HR.	=	483.30
SUE PROJ. ANALYST	18.00	HRS. X	28.96	PER HR.	=	521.28
TECHNICIAN II		HRS. X	19.77	PER HR.	=	
TECHNICIAN I		HRS. X	14.50	PER HR.	=	
		HRS. X		PER HR.	=	
		HRS. X		PER HR.	=	
		HRS. X		PER HR.	=	
ACCOUNTING CLERK		HRS. X	21.64	PER HR.	=	
PRINCIPAL		HRS. X	46.44	PER HR.	=	
TOTAL HRS =	39.00			TOTAL	=	1113.21

TOTAL DIRECT & INDIRECT SALARY COST		
COST	RATE	TOTAL
TOTAL DIRECT LABOR		1113.21
OVERHEAD (PERCENT)	181.90%	2024.93
SUBTOTAL		3138.14
FEE (PERCENT)	9.00%	282.43
COST OF CAPITAL	0.899%	10.01
TOTAL		3430.58

3. RECORDS RESEARCH FOR QUALITY LEVEL D MAPPING

SR CADD TECHNICIAN		HRS. X	24.35	PER HR.	=	
PROJECT MANAGER		HRS. X	36.21	PER HR.	=	
CADD TECHNICIAN		HRS. X	23.45	PER HR.	=	
SURVEY ANALYST		HRS. X	26.85	PER HR.	=	
SUE PROJ. ANALYST		HRS. X	28.96	PER HR.	=	
TECHNICIAN II		HRS. X	19.77	PER HR.	=	
TECHNICIAN I		HRS. X	14.50	PER HR.	=	
		HRS. X		PER HR.	=	
		HRS. X		PER HR.	=	
		HRS. X		PER HR.	=	
		HRS. X		PER HR.	=	
ACCOUNTING CLERK		HRS. X	21.64	PER HR.	=	
PRINCIPAL		HRS. X	46.44	PER HR.	=	
TOTAL HRS =				TOTAL	=	

TOTAL DIRECT & INDIRECT SALARY COST		
COST	RATE	TOTAL
TOTAL DIRECT LABOR		
OVERHEAD (PERCENT)	181.90%	
SUBTOTAL		
FEE (PERCENT)	9.00%	
COST OF CAPITAL	0.899%	
TOTAL		

4. QUALITY LEVEL C MAPPING :

TOTAL LINEAR FOOT ESTIMATE

UTILITY	LN FT	RATE	FEE
SEWER FORCE MAIN		0.37	
WATER		0.37	
TELEPHONE (Fiber Optic)		0.37	
TELEPHONE (Dir Bur)	6,150	0.37	\$2,275.50
TELEPHONE (Duct)		0.37	
GAS		0.37	
ELECTRIC		0.37	
CABLE (Fiber Optic)		0.37	
CABLE (Dir Bur)	300	0.37	\$111.00
UNKNOWN		0.37	
	6,450	TOTAL	= 2,386.50

5. QUALITY LEVEL B SERVICES:

TOTAL DESIGNATING LF ESTIMATE

UTILITY	LN FT	RATE	FEE
SEWER FORCE MAIN		0.97	
WATER	43,400	0.97	\$42,098.00
TELEPHONE (Fiber Optic)	11,900	0.97	\$11,543.00
TELEPHONE (Dir Bur)		0.97	
TELEPHONE (Duct)	3,550	0.97	\$3,443.50
GAS	34,200	0.97	\$33,174.00
ELECTRIC	8,250	0.97	\$8,002.50
CABLE (Fiber Optic)		0.97	
CABLE (Dir Bur)		0.97	
UNKNOWN	1,200	0.97	\$1,164.00
	102,500	TOTAL	= 99,425.00

108,950 Total QL-B&C

6. QUALITY LEVEL A SERVICES:

TOTAL LOCATING SERVICES

A. LESS THAN 10 TEST HOLES:	<input type="text"/> AT	<input type="text"/> 1031.90 PER TEST HOLE =	<input type="text"/>
B. 10 OR MORE TEST HOLES:	<input type="text"/> AT	<input type="text"/> 780.53 PER TEST HOLE =	<input type="text"/>
C. EXTRA DEPTH BELOW 6 FEET:	<input type="text"/> AT	<input type="text"/> 77.41 PER FT =	<input type="text"/>

TOTAL OF SECTION A: = 105242.08

SECTION B:

DIRECT COSTS

(1) VEHICLE USAGE:

AUTOMOBILE:	200	MILES AT	0.500	PER MILE =	100.00
CARRYALL:	1200	MILES AT	0.520	PER MILE	624.00
VACUUM TRUCK:		MILES AT	1.000	PER MILE	
TOTAL MILEAGE=					724.00

(2) PER DIEM:

MEALS:	60	DAYS AT	35.15	PER DAY =	2109.00
MOTEL:	48	DAYS AT	73.50	PER DAY =	3528.00
TOTAL PER DIEM =					5637.00

(3) REPRODUCTION:

XEROX COPIES		AT	0.04	PER COPY =	
BLUEPRINTS		AT	0.35	PER SHEET =	
BOND		AT	0.42	PER SHEET =	
MYLARS		AT	5.90	PER SHEET =	
VELLUMS		AT	3.00	PER SHEET =	
STICK-ONS		AT	1.00	PER SHEET =	
COVERS & BINDINGS		AT	1.00	PER SHEET =	
TOTAL REPRODUCTIONS =					
TOTAL SECTION B (DIRECT COST) =					6361.00

PROJECT ESTIMATE TOTALS

SECTION A SUBTOTAL =	\$ 105,242.08
SUBCONSULTANT ADMINISTRATION =	\$ 9,471.79
SECTION A TOTAL =	\$ 114,713.87
SECTION B SUBTOTAL =	\$ 6,361.00
SUBCONSULTANT ADMINISTRATION =	\$ 572.49
SECTION B TOTAL =	\$ 6,933.49
TOTAL PROJECT ESTIMATE =	\$ 121,647.36



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: On-call civil engineering services contract with Appian Engineering

Explanation: The purpose of this contract is to provide on-call engineering services for the production of the City of Greenville's Manual of Standard Designs and Details (MSDD). City Council approved the update of the Manual at their June 10, 2010 meeting. The consultant will convert the marked-up approved details into a final version that can be used by other consultants when preparing plans for developers or for the City. Public Works issued a request for proposals in August 2010 to local/regional firms and Appian Engineering was determined to be the best qualified.

The maximum value of this on-call contract is \$50,000. Any work under this contract with Appian Engineering will be issued through a work order. The City's purchasing manual states that an architectural or engineering services contract under \$10,000 can be approved by the Department Head. Greater than \$10,000 and less than \$30,00 can be approved by the City Manager, and all contracts for these services greater than \$30,000 are approved by City Council. Public Works will use these procedures for the work orders issued under this contract. Any work order less than \$30,000 is approved by either the City Manager or the Department Head as appropriate. The contract will be for two years.


Public Works estimates that total production costs will not exceed \$50,000. This amount provides sufficient authority to meet anticipated services between now and the time the contract expires.

Fiscal Note: Funds for each work order will come from the Public Works Department operating budget.

Recommendation: Approve the on-call contract in the amount of \$50,000 with Appian Engineering for producing the Manual of Standard Designs and Details.

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

Attachments / click to download

 [Contract with Appian Engineering](#)



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ , _____ (“Effective Date”) between
City of Greenville, NC (“Owner”) and
Appian Engineering (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

On Call Civil Engineering Services to the City of Greenville, NC("Project").

Engineer's services under this Agreement are generally identified as follows:

Provides On-Call Engineering Services for the production of the City of Greenville’s Manual of Standard Designs and Details (MSDD).

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. ~~Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.~~

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General.*

A. ~~Owner shall pay Engineer as set forth in Exhibit C.~~

B. ~~Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs,~~

~~instructions, reports, data, and information in performing or furnishing services under this Agreement.~~

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

~~A. Engineer is authorized to begin rendering services as of the Effective Date.~~

3.02 *Time for Completion*

~~A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.~~

~~B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.~~

~~C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.~~

~~D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.~~

~~E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.~~

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

~~A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.~~

4.02 *Payments*

~~A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.~~

~~B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:~~

- ~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

~~C.— *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.~~

~~D.— *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

~~A.— Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.~~

5.02 *Designing to Construction Cost Limit*

~~A.— If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

~~A.— The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

~~A.— *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and~~

~~in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.~~

~~B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner furnished information.~~

~~C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.~~

~~D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.~~

~~E. *Compliance with Laws and Regulations, and Policies and Procedures:*~~

- ~~1. Engineer and Owner shall comply with applicable Laws and regulations.~~
2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

~~F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.~~

~~G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.~~

~~H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a~~

~~contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.~~

- ~~I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.~~
- ~~J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.~~
- ~~K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.~~
- ~~L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.~~

6.02 *Design Without Construction Phase Services*

- ~~A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.~~

6.03 *Use of Documents*

- ~~A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.~~
- ~~B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between~~

~~the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.~~

- ~~C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.~~
- ~~D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.~~
- ~~E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~
- ~~F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.~~

6.04 *Insurance*

- ~~A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~
- ~~B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- ~~C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle~~

~~damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.~~

~~D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.~~

~~E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.~~

~~F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.~~

~~G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.~~

6.05 *Suspension and Termination*

~~A. Suspension:~~

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

~~B. Termination: The obligation to provide further services under this Agreement may be terminated:~~

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.

~~C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.~~

~~D. *Payments Upon Termination:*~~

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

~~A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.~~

6.07 *Successors, Assigns, and Beneficiaries*

~~A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.~~

~~B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.~~

~~C. Unless expressly provided otherwise in this Agreement:~~

- ~~1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.~~
- ~~2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.~~
- ~~3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.~~

6.08 *Dispute Resolution*

~~A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.~~

~~B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site*

~~A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.~~

- ~~B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.~~
- ~~C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.~~
- ~~D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.~~
- ~~E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.~~
- ~~F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.~~

6.10 *Indemnification and Mutual Waiver*

- ~~A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**~~
- ~~B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- ~~C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not~~

~~limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

- ~~D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- ~~E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.~~

6.11 *Miscellaneous Provisions*

- ~~A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.~~
- ~~B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.~~
- ~~C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.~~
- ~~D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.~~
- ~~E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.~~

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

~~A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:~~

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants,

together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- ~~B. Exhibit B, Owner's Responsibilities.~~
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~
- ~~E. Exhibit E, Notice of Acceptability of Work.~~
- ~~F. Exhibit F, Construction Cost Limit.~~
- ~~G. Exhibit G, Insurance.~~
- ~~H. Exhibit H, Dispute Resolution.~~
- ~~I. Exhibit I, Limitations of Liability.~~
- ~~J. Exhibit J, Special Provisions.~~
- ~~K. Exhibit K, Amendment to Owner Engineer Agreement.~~

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 *Total Agreement:*

- ~~A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.~~

8.03 *Designated Representatives:*

~~A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.~~

8.04 *Engineer's Certifications:*

~~A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:~~

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Engineer:

By: _____

By: _____

Title: _____

Title: _____

Date _____

Date _____

Signed: _____

Signed: _____

Engineer License or Firm's
Certificate No. _____
State of: _____

Address for giving notices:

Address for giving notices:

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Title: _____

Title: _____

Phone Number: _____

Phone Number: _____

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: _____

E-Mail Address: _____

This is **EXHIBIT A**, consisting of _ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 This contract is for on-call services. The Engineer shall provide all or some of the basic services as set forth below when directed by task order:

1. Convert the marked-up approved Manual of Standard Designs and Details (MSDD) into a final version that can be used by other consultants when preparing plans for developers or for the City.
2. Other City Services:

City, through its City Manager, Assistant City Manager, Director of Public Works, or City Engineer may authorize the consultant to perform such selected services on an as needed basis.

3. The engineer shall implement measures to ensure that the Consultant does not obtain any advantage in responding to a Request for Proposal for a project in which the employee of the Consultant manages or otherwise has been involved with due to any Agreement between the City and the Consultant resulting from this Request for Proposal. At a minimum, the following procedures shall be implemented and adhered to:
 - a. During project development:

Employee of the Consultant cannot provide any information relating to any project that the Consultant has not previously or contemporaneously been provided to other consulting engineer firms.
 - b. During preparation of and issuance of Design/Study RFP and selection of consulting engineer services:

No direct communication on the proposal between the employee of the Consultant assigned project management duties and the Consultant;

Any requests for information by the Consultant must be in writing addressed to the Director of Public Works to ensure any reply will be to all consulting engineer firms participating in the selection process; and

Employee of the Consultant may not discuss the selection process or the results for any consulting engineering services.

- c. A proposal submitted by the Consultant for a project in which the employee of the Consultant manages or otherwise has been involved due to any Agreement between the City and the Consultant resulting from this Request for Proposal will not be considered as a responsible proposal on the event the Director of Public Works determines that the Consultant has not implemented or adhered to the minimum procedures set forth above or otherwise has obtained an advantage in responding to the Request for Proposal.

4. Task Orders:

- a. The Engineer and owner will negotiate the anticipated project duration and staff hours and cost required to complete the project. The Owner will issue work to the Engineer under this contract by task order. The engineer will not begin work on the project until the task order is executed. The task order signature authority for the owner is:

Task orders less than \$10,000; the Director of Public Works
Task orders between 10,000 and 30,000 the City Manager.

- b. The engineer is not authorized to exceed the funds identified on a task order.

5. Task orders issued under this contract will consist of the following four documents:

Exhibit A; to EJCDC E-500 Dated 2008. To identify the scope of work.
Exhibit C; Compensation Packet BC-1 Basic Services – Lump Sum
Signature page

This is **EXHIBIT C**, consisting of _____ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____, _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. Engineer’s Lump Sum cost per chapter is attached to this Exhibit C as Appendix 1.
 2. In no event shall total compensation for services under Paragraph C2.01 be greater than \$50,000.00 without going to City Council for award.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s number of details completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 24 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

Hourly Rate = \$ 88.90 \$ 47.64 \$ 88.90 \$ 47.64 \$ 88.90 \$ 18.00
Hours / Detail = 5.5 5.5 3.5 3.5 1.5 2.5
Detail Billing Rate = \$ 488.95 \$ 262.02 \$ 311.15 \$ 166.74 \$ 133.35 \$ 45.00

Division/Group	# New Details		# Revised Details		Minor Detail Work		Fee	Actual # Details
	MG	KH	MG	KH	MG	TN		
Plat Preparation Standard Sizes	1	0	14	0	8	0	\$ 5,911.85	23
Sedimentation and Erosion Control	0	0	0	0	0	3	\$ 135.00	3
Storm Drainage Design (note A)	2	0	16	0	2	8	\$ 6,583.00	26
Driveways	7	0	6	0	0	0	\$ 5,289.55	13
Basins, Pipes, and Manholes	18	0	2	0	0	0	\$ 9,423.40	20
Endwalls	4	0	0	0	0	1	\$ 2,000.80	5
Street Standards	13	0	13	0	0	2	\$ 10,491.30	28
Parking	1	0	1	0	0	0	\$ 800.10	2
Pavement Design (note A)	1	0	8	0	1	14	\$ 3,741.50	23
Stormwater Management	0	0	0	0	0	5	\$ 225.00	5
Construction Plan Preparation	0	0	0	0	0	3	\$ 135.00	3
Record Drawings and Appendix	0	0	0	0	0	9	\$ 405.00	9
Final Edit & Hyperlinking, CD's, etc.	0	0	0	0	0	0	\$ 2,500.00	0
Totals	47	0	60	0	11	45	\$ 47,641.50	160

Project Personnel:

MG: Mike Gallina, Senior Cad Tech; rate is \$88.90 (multiplier = 3.0)

KH: Kevin Harrell, Cad Tech 2; rate is \$47.64/hour (multiplier = 3.0)

TN: Tonya Nelms, Marketing; rate is \$18.00/hour (multiplier = 1.0)

BJ: Bobby Joyner, PE; Principal/President; rate = \$142/hour (multiplier = 3.0); BJ's oversight/checking/review is included in other hourly rates

Note A: On a few details, both MG & TN participate in which case there is a double count (under "Minor Detail Work" heading).



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Ordinance amending Greenville Utilities Commission's Sewer Capital Project Budget for the Sterling Pointe Regional Wastewater Pump Station and Force Main Project

Explanation: In the spring of 2008, the GUC Board and City Council approved an initial budget of \$1,034,000 for engineering services and easement acquisition for the Sterling Pointe Regional Pump Station project. The new Sterling Pointe Regional Pump Station is needed to replace the existing over-capacity Sterling Pointe pump station and provide for continued and future service to GUC's Southwest Service Area.

Engineering design has been completed, and the final plans and specifications are being reviewed by the Construction Grants and Loans Section of the N.C. Department of Environment and Natural Resources (NCDENR). The Preliminary Engineering Report has been approved by NCDENR.

A State Revolving Fund (SRF) Loan is being processed to fund the project. Due to unexpected design expense associated with the Fork Swamp Regional Pump Station and higher than anticipated easement and land acquisition costs, the initial project budget will not be sufficient to complete the purchases of land and easements for the project. All funds expended will be reimbursed to GUC by the SRF loan (if received).

In order to move forward with the completion of the design and easement acquisition phase of the project, it is necessary to amend the existing sewer capital project budget (SCP-99). The proposed budget amendment amount of \$325,000 will provide funding for the remaining easement and land purchases, additional engineering design services, and railroad right-of-way encroachment fees prior to proceeding to the construction phase.

At their meeting on December 21, 2010, the GUC Board approved the amendment to the capital project budget and recommended similar action by the City Council.

Fiscal Note: No cost to the City of Greenville. Increase of \$325,000 to be funded from GUC sewer capacity fees.

Recommendation: Adopt attached ordinance amending Greenville Utilities Commission's Sewer Capital Project Budget for the Sterling Pointe Regional Wastewater Pump Station and Force Main Project.

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Attachments / click to download

 [Sewer Capital Project Budget Ordinance](#)

ORDINANCE NO. _____
AMENDING ORDINANCE NO. 08-40
FOR SEWER CAPITAL PROJECT BUDGET
STERLING POINTE PUMP STATION AND FORCE MAIN PROJECT

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

Section 1. The Sewer Capital Project Budget is amended, so that as amended it shall read as follows:

	Current Budget	Change	Proposed Revised
Revenue:			
Debt Financing	\$1,034,000	\$0	\$1,034,000
Capacity Fees	\$0	\$325,000	\$325,000
Total Revenue	\$1,034,000	\$325,000	\$1,359,000
 Expenditures:			
Project Cost	\$1,034,000	\$325,000	\$1,359,000
Total Expenditures	\$1,034,000	\$325,000	\$1,359,000

Section 2. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this the _____ day of _____, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Budget ordinance amendment #6 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57) and a budget ordinance to establish the Special Revenue Grant Fund

Explanation: 1) Attached is an amendment to the 2010-2011 budget ordinance for consideration at the January 10, 2011, City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the below explanation:

A To appropriate funds to be received from the US Department of Justice for the second year of the COPS Law Enforcement Technology grant. Funds will be used to buy law enforcement technology equipment. (Total - \$250,000).

B To appropriate Federal Forfeiture funds to allocate additional funds needed for the shelving project for Property and Evidence (Total - \$2,606).

C To appropriate Federal Forfeiture funds to acquire polygraph software and employee software training and other accessories to include attachments, chair, web cam, and training (Total - \$22,000).

D To appropriate grant funds to be received from the NC Governor's Crime Commission for the second year of the Pitt County Re-Entry Program. This grant funding will allow the Greenville Police Department to continue to identify ex-offenders who are re-entering the community to participate in services. (Total - \$89,842).

E To carry over unused FACADE funds from fiscal year 2009-2010 to be used this fiscal year (Total - \$56,537).

2) Attached is a budget ordinance creating a Special Revenue Grant Fund. This fund will be used to account for all new grants awarded to the City. Two grants will be established at this time within the Special Revenue Grant Fund:

a) The City is appropriating grant funds to be received from the NC Department of Transportation to construct a sidewalk along the south side of Red Banks Road from Charles Boulevard to 14th Street, including the installation of upgrading of approximately 19 curb ramps (Total - \$259,782).

b) The City is appropriating NC Governor's Crime Commission grant funds to be received. Funds will be used to support School Resource Officers' activities and support services for Pitt County middle and high school students. (Total - \$173,333).

Fiscal Note:

The budget ordinance amendment affects the following funds: increases General Fund by \$408,985 and establishes the Special Revenue Grant Fund at \$433,115.

<u>Fund Name</u>	<u>Adj. / Orig. Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
General Fund	\$ 75,906,968	\$ 420,985	\$76,327,953
Special Revenue Grant Fund	\$ -	\$ 433,115	\$ 433,115

Recommendation:

Approve the attached budget ordinance amendment #6 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57) and the budget ordinance to establish the Special Revenue Grant Fund.

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[Budget Amendments FY 2010 2011 872820](#)

[Special Revenue Grant Fund 885231](#)

ORDINANCE NO. 11-_____
CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#6) AMENDING THE 2010-2011 BUDGET (ORDINANCE NO. 10-57)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 10-57, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2010-2011 BUDGET		#6 Amended 1/10/11	Total Amendments	Amended 2010-2011 Budget
<u>ESTIMATED REVENUES</u>					
Property Tax	\$ 30,453,036		\$ -	\$ -	\$ 30,453,036
Sales Tax	13,125,147		-	-	13,125,147
Utilities Franchise Tax	5,770,350		-	-	5,770,350
Other Unrestricted Intergov't Revenue	2,513,907		-	-	2,513,907
Powell Bill	1,910,210		-	-	1,910,210
Restricted Intergov't Revenues	1,565,038	A,B,C,D	364,448	1,158,114	2,723,152
Building Permits	715,570		-	-	715,570
Other Licenses, Permits and Fees	2,771,954		-	-	2,771,954
Rescue Service Transport	2,626,000		-	-	2,626,000
Other Sales & Services	976,309		-	-	976,309
Other Revenues	212,085		-	-	212,085
Interest on Investments	1,865,731		-	-	1,865,731
Transfers In GUC	5,521,506		-	-	5,521,506
Other Financing Sources	789,786		-	500,000	1,289,786
Appropriated Fund Balance	2,983,066	E	56,537	870,144	3,853,210
TOTAL REVENUES	\$ 73,799,695		\$ 420,985	\$ 2,528,258	\$ 76,327,953
<u>APPROPRIATIONS</u>					
Mayor/City Council	\$ 383,212		\$ -	\$ -	\$ 383,212
City Manager	1,091,722		-	-	1,091,722
City Clerk	300,600		-	-	300,600
City Attorney	445,528		-	-	445,528
Human Resources	2,514,736		-	(75,000)	2,439,736
Information Technology	3,200,339		-	-	3,200,339
Fire/Rescue	12,652,643		-	15,000	12,667,643
Financial Services	2,285,851		-	-	2,285,851
Recreation & Parks	6,186,925		-	-	6,186,925
Police	22,393,782	A,B,C,D	364,448	847,516	23,241,298
Public Works	8,661,389		-	536,450	9,197,839
Community Development	1,628,061	E	56,537	283,781	1,911,842
OPEB	250,000		-	-	250,000
Contingency	949,440		-	(22,950)	926,490
Capital Improvements	5,141,327		-	352,800	5,494,127
Total Appropriations	\$ 68,085,555		420,985	\$ 1,937,597	\$ 70,023,152
<u>OTHER FINANCING SOURCES</u>					
Debt Service	\$ 4,021,368		\$ -	\$ -	\$ 4,021,368
Transfers to Other Funds	1,692,772		-	590,661	2,283,433
	\$ 5,714,140		\$ -	\$ 590,661	\$ 6,304,801
TOTAL APPROPRIATIONS	\$ 73,799,695		\$ 420,985	\$ 2,528,258	\$ 76,327,953

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

Section V: This ordinance will become effective upon its adoption.

Adopted this 10th day of January, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 11-____
CITY OF GREENVILLE, NC
SPECIAL REVENUE GRANT FUND
BUDGET ORDINANCE

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

Section I: Estimated Revenues. It is estimated that the following revenues will be available for the Grant Project Fund:

	ORIGINAL 2010-2011 BUDGET
<u>ESTIMATED REVENUES</u>	
Spec Loc/ Fed / State	\$ 433,115
TOTAL REVENUES	\$ 433,115

Section II: Appropriations. The following amounts are hereby appropriated for the Grant Project Fund:

<u>APPROPRIATIONS</u>	
Travel	15,712
Contractual Services	157,621
Construction	259,782
TOTAL APPROPRIATIONS	\$ 433,115

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

Section IV: This ordinance will become effective upon its adoption.

Adopted this 10th day of January, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Presentations by boards and commissions

- a. Community Appearance Commission
- b. Environmental Advisory Commission
- c. Pitt-Greenville Airport Authority

Explanation: The Community Appearance Commission, Environmental Advisory Commission, and Pitt-Greenville Airport Authority will make their annual presentations to City Council at the January 10, 2011 City Council meeting.

Fiscal Note: N/A

Recommendation: Hear the presentations from the Community Appearance Commission, Environmental Advisory Commission, and Pitt-Greenville Airport Authority

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City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Stormwater bank stabilization project for Kent Road and Nichols Drive area

Explanation: At the December 6, 2010 City Council meeting, Public Works staff presented a follow-up report on stream bank erosion as well as information on several cost share combinations for bank stabilization. The Stream Restoration Program was not reanalyzed. Stream restoration projects are typically beyond the City’s resources and will, therefore, be funded via grants as presented in previous presentations.

Due to the amount of time involved in establishing a program to address erosion on private property, City Council requested staff analyze several options to stabilize the banks along 103 Nichols Drive (Hucks), 101 Nichols Drive (Stowe), and 201 Kent Road (Hinnant). This project was ranked by staff as the highest priority among the stream restoration projects.

Staff requested as part of the design work for the Eastwood Subdivision Drainage Project that NC Division of Water Quality investigate the stream to determine if it met or did not meet the criteria of a jurisdictional stream. The NC Division of Water Quality has determined that the portion of the conveyance between 103 Nichols Drive and 201 Kent Road is non-jurisdictional and not subject to the rules. However, that portion of the conveyance running through 101 and 99 Nichols Drive is subject to the rules. This means the City can make repairs in the first 135 linear feet (LF) of the ditch. The remaining 125 LF is subject to the rules; however, if less than 150 LF of stream bank is disturbed, there are no mitigation requirements. This determination by the NC Division of Water Quality allowed staff to reclassify the Kent Road-Nichols Drive project from a stream restoration to a bank stabilization project.

Staff looked at the following bank stabilization project options for the impacted properties:

	Option	Description	Cost	Potential Mitigation
	1	Purchase 101 Nichols, 103	\$401,794	N

		Nichols and 201 Kent. Demolition and seed/mulch.		
PIPE	2a	Pipe 134 LF between 103 Nichols and 201 Kent.	\$29,152	N
	2b	Pipe 134 LF between 103 Nichols and 201 Kent. <u>Pull back slope and rip rap 125 LF along 101 Nichols.</u>	\$55,277	N
BLOCK WALL WITH RIP RAP	3a	Install 80 LF of block wall along 201 Kent and rip rap the remaining 60 feet. Pull back slope and rip rap along 103 Nichols.	\$57,770	N
	3b	Install 80 LF of block wall along 201 Kent and rip rap the remaining 60 feet. Pull back slope and rip rap along 103 and <u>101 Nichols.</u>	\$87,125	N
BLOCK WALL WITH VEGETATION	4a	Install 80 LF of block wall along 201 Kent and rip rap the remaining 60 feet. Pull back slope and re-vegetate along 103 Nichols.	\$50,095	N
	4b	Install 80 LF of block wall along 201 Kent and rip rap the remaining 60 feet. Pull back slope and re-vegetate along 103 and <u>101 Nichols.</u>	\$72,343	N

The underlined comments are the differences between the a and b sub-options in the chart.

Staff's recommendation is Option 4b, a block wall on one side of the stream stabilizing the bank at 201 Kent Road and sloping and planting vegetation along the bank on properties at 103 and 101 Nichols Drive. The cost of this option is \$72,343. Staff recommends this option because it will leave the stream open to provide the capacity needed to convey storms without flooding the homes adjacent to the stream. In addition, this option protects the downstream property from additional damage and provides water quality benefits in Bells Branch by providing diffuse flow from the impacted properties over a vegetated buffer. Work on the recommended option or any other option can be initiated only after adoption of an ordinance amending the stormwater management and control ordinance to allow the City to perform work on stormwater facilities located on private property. Such a proposed ordinance is scheduled for City Council consideration on January 13, 2011.

Fiscal Note:

The recommended option costs \$72,343. This would be funded by the

Stormwater Utility Fund.

Recommendation: Receive staff report and provide direction on addressing stream bank erosion in the Kent Road and Nichols Drive area.

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Request for an exception to the Policy for Installation of Mast Arms and Metal Pole Traffic Signal System as part of a development within the Convention Center Business District

Explanation: A developer, Tom Woods, has recently begun the process to develop the east half of the vacant property presently owned by David Hill that is south of Greenville Boulevard at its intersection with Bismarck Street. The North Carolina Department of Transportation (NCDOT), based on the location of the property on Greenville Boulevard, is requiring the property's exit to be at the existing intersection with Bismarck Street. The intersection is presently configured as a "T" (attachment 1) and has a wood pole and span wire traffic signal system. The location is within the City's Convention Center Business District which extends along Greenville Boulevard from Evans Street to Memorial Drive. The City's standard in the Convention Center Business District is for all signal systems to be on mast arms and metal poles such as at Hooker Road and Greenville Boulevard. Presently, all the traffic signals in this area except for the intersection of Greenville Boulevard and Hooker Road are pole and span wire systems. This area is mostly developed except for some small "in-fill" lots.

NCDOT and the City require a developer to pay all the costs associated with installing or modifying a traffic signal system at an intersection if the traffic signal is necessary to support the traffic generated by the development. Recent examples include:

- The installation of a traffic signal at Lowe's on Tenth Street
- The installation of a traffic signal at the Greenville Grand Theater on Greenville Boulevard
- The installation of traffic signals by PCMH at W.H. Smith Boulevard and Wellness Drive on Stantonsburg Road and Heart Drive on Arlington Boulevard.

The developer's representative, Ken Malpass, asked Public Works if the City

was going to require the developer to pay for the cost of upgrading the signal to the mast arms and metal poles standard. The consultant further stated that the cost of installing mast arms and poles would make the proposed development financially unfeasible. The developer’s consultant estimated the cost to modify the existing wood pole and span wire traffic signal system necessary for the proposed development to be \$28,860 (attachment 2). Public Works believes this is a reasonable cost. Recently, the City converted the intersection of Greenville Boulevard and Hooker Road from wood poles and span wire to mast arms and poles. Public Works used the costs from this project to develop an estimate of \$243,000 for the cost of converting the intersection to mast arms and poles.

The size of the lot is 1.62 acres, and it’s frontage on Greenville Boulevard is 370 feet. The developer is purchasing the east half of the lot for an auto parts store. The developer’s representative estimates that the tax value of the property once developed is \$2,000,000. The University Church of Christ, Inc. owns the adjoining lot, which is 2.18 acres and has an estimated tax value of \$1,386,980. Public Works, therefore, believes the consultant’s estimated tax value for the property is reasonable.

The following chart compares the costs of the two options against the estimated tax value of the property once construction of the auto parts store is complete.

Location	Estimated Cost of modifying the existing wood poles and wire system	Estimated Cost of converting the intersection to mast Arms and Poles	Estimated Tax Value of the property	Percentage of Estimated Cost for modifying the existing wood poles and wire system compared to Estimated Tax Value	Percentage of Estimated Cost for converting the intersection to mast Arms and Poles to estimated tax value
Greenville Boulevard at Bismarck Street	\$28,860	\$243,000	\$2,000,000	1.4%	12.2%

Public Works recommends that the City Council waive the requirement for the developer to bring this intersection up to current City traffic signal standards for the Convention Center Business District, as the cost of converting the intersection to mast arms and poles is such a large percentage of the estimated tax value of the proposed development for this “in-fill” lot.

Staff discussed two options for modifying the wood pole and span wire system with the developer’s representative, Ken Malpass. One option would be for the developer to modify the existing wood pole and span wire traffic signal system as part of the construction of the improvements to the lot. The other option is to temporarily place a stop sign at the exit from the property and the developer

contribute to the City \$28,860 (the estimated cost of modifying the system) towards construction of mast arms and poles. City staff recommends the latter option, as it meets safety requirements as well as supports the effort to improve the Convention Center Business District. The developer's representative, Ken Malpass stated that the developer supports this option.

City staff will develop an agreement with the contractor to formalize this action if approved.

Fiscal Note:


The estimated cost of converting the intersection from wood poles and span wire to mast arms and steel poles is \$243,000. After the developer's contribution is deducted, the City would still need to program \$214,140 for the conversion of the intersection. City Council could consider funding this conversion from Powell Bill funds or Capital Reserve funds.

Recommendation:

Waive the requirement for the developer to convert the traffic signal system at Greenville Boulevard and Bismarck Street from wood pole and span wire to mast arms and metal poles, and approve accepting a contribution from the developer in the sum of \$28,860 to go towards the conversion of the intersection in the future. Additionally, staff recommends that City Council authorize the City Manager to sign an agreement with the developer implementing the recommendation.

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

Attachments / click to download

 [Signal System Estimate](#)

 [Greenville Blvd and Bismarck](#)



BELVEDERE DR

BISMARCK ST

SW GREENVILLE BV

CRESTLINE BV

PLACID WY

Item # 11

Davenport Transportation Consulting

December 22, 2010

Preliminary Construction Estimate for:

02-0554 - US 264A at Bismark Street in Greenville, Pitt County

Item #	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00
2	Vehicle Signal Head (3-section, 12", LED)	7	Ea.	\$ 850.00	\$ 5,950.00
3	Vehicle Signal Head (5-section, 12", LED)	1	Ea.	\$ 1,200.00	\$ 1,200.00
4	Signal Cable	450	LF	\$ 3.00	\$ 1,350.00
5	Wood Poles	2	Ea.	\$ 750.00	\$ 1,500.00
6	Guy Assembly	8	Ea.	\$ 300.00	\$ 2,400.00
7	Messenger Cable (3/8 inch)	325	LF	\$ 3.00	\$ 975.00
8	Inductive Loop Sawcut	150	LF	\$ 6.00	\$ 900.00
9	Lead-In Cable	1,200	LF	\$ 2.50	\$ 3,000.00
10	Unpaved Trenching Polyethylene Conduit, (2")	100	LF	\$ 6.50	\$ 650.00
11	Junction Box (Standard)	4	Ea.	\$ 275.00	\$ 1,100.00
12	2" Riser with Weatherhead	2	Ea.	\$ 425.00	\$ 850.00
13	Detector, NEMA TS-1, Shelf-Mounted	3	Ea.	\$ 500.00	\$ 1,500.00
14	Pavement Markings	1	LS	\$ 4,485.00	\$ 4,485.00
Total					\$ 28,860.00

- Notes: 1) This estimate is preliminary and not based on an actual design.
2) Unit prices for this estimate are derived from past projects.
Actual prices may vary.
3) Assumptions include: Permitted phasing on new or altered approaches,
no FYA phasing, wooden poles, no modification to system interconnection



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Resolution adopting a policy and guidelines for naming or renaming City parks, recreation facilities, and geographic features within parks

Explanation: In 1979, City Council passed legislation (attached) establishing "City of Greenville Guidelines for Naming of Recreation and Park Facilities." This current item is intended to update and clarify the 1979 guidelines, and to establish a uniform and public process for naming City parks, greenways, and recreational facilities.

The 1979 guidelines were used as a starting point for development of this proposed update. In addition, policies were gathered from several parks and recreation agencies from across the nation. A draft was brought to the Recreation and Parks Commission for their consideration, and members proposed some modifications or word changes that were then incorporated into the attached proposal.

At their December 8, 2010 meeting, the Recreation and Parks Commission voted unanimously to recommend that City Council adopt the new naming policy and guidelines.

Fiscal Note: Adoption of policy creates no fiscal impact, though signage costs will be incurred each time a park or facility is named or renamed.

Recommendation: Adopt the naming policy for parks, recreation facilities, and geographic features within parks.

Attachments / click to download

 [Guidelines for Naming Rec Park Facilities \(1979\)](#)

 [Naming Parks Resolution 885418](#)

RESOLUTION NO. 11-

RESOLUTION ADOPTING A POLICY AND GUIDELINES FOR NAMING OR
RENAMING CITY OF GREENVILLE PARKS, RECREATION FACILITIES, AND
GEOGRAPHIC FEATURES WITHIN PARKS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

Section 1. That the Policy and Guidelines for Naming or Renaming City of Greenville Parks, Recreation Facilities, and Geographic Features Within Parks is hereby adopted, said Policy and Guidelines for Naming or Renaming City of Greenville Parks, Recreation Facilities, and Geographic Features Within Parks to read as follows:

POLICY AND GUIDELINES FOR NAMING OR RENAMING
CITY OF GREENVILLE PARKS, RECREATION FACILITIES, AND GEOGRAPHIC
FEATURES WITHIN PARKS

Section 1 - INTRODUCTION

The naming of City of Greenville parks, recreation facilities, and geographic features within parks is an important task, and one that should be approached with caution and patient deliberation. With the possible exception of a corporate purchase of “naming rights,” a park, facility, or geographic feature name, once selected, should be bestowed with the intention that it will be permanent.

Those who select the names of parks, recreation facilities, and geographic features should do so with a clear understanding that their decisions may set a precedent, and that their actions will exert an influence upon the community in future generations.

Section 2 - POLICY PURPOSE

The purpose of this policy is to establish a systematic and consistent approach for the official naming of City of Greenville parks, recreation facilities, and geographic features within parks.

Section 3 - NAMING OF PARKS, RECREATION FACILITIES, AND FEATURES

The following guidelines and criteria will be used when naming a park, recreation facility, or a geographic feature within a park:

- A. A permanent name may be assigned, if deemed appropriate by the Greenville City Council (following receipt of a recommendation for naming by the Greenville Recreation and Parks Commission), to a park or recreation facility any time after land acquisition or park/facility

development. Such recreation facilities may include trails/greenways, recreation centers, athletic complexes, picnic shelters, pools, playgrounds, “spraygrounds,” or other facility. However, discretion should be utilized in order to avoid an overabundance of named features or facilities in any single park, and the naming of a facility should not diminish or overshadow the park’s name.

- B. A permanent name may also be assigned, if deemed appropriate by the Greenville City Council (following receipt of a recommendation for naming from the Greenville Recreation and Parks Commission), to an unnamed lake or other prominent geographic feature within a park.
- C. At its discretion, the Greenville City Council may grant the Recreation and Parks Commission authority to officially name certain types of recreation facilities without further Council involvement.
- D. Duplication of the names of other parks, recreation facilities, and geographic features within the City shall not be permitted. The exception would be a facility carrying the same name as the park in which it is situated. (ex: South Greenville Recreation Center in South Greenville Park)
- E. Priority in naming parks, facilities, and geographic features shall be given to geographical locations, historic significance, or geologic features.
- F. Consideration to name a park, facility, or geographic feature in honor of a person (or persons or family) shall only be given if one or more of the following criteria has been met:
 - 1. The individual is nationally significant.
 - 2. The individual, individuals, or family has contributed significant long-term support to the development or operation of the park or facility, or to the overall recreation and park system. The suggested name must be accompanied by evidence of contributions to the park, facility, and/or service, or to any of the Recreation and Parks Department’s companion organizations that function in cooperation with and on behalf of the department. A companion organization includes, but is not limited to, such organizations as the Greenville Little Leagues, Jackie Robinson Baseball League, and the Friends of Greenville Greenways.
 - 3. An outstanding community individual has made significant and long-term civic contributions to the City of Greenville as determined by either the Recreation and Parks Commission or the Greenville City Council.
 - 4. A substantial donation, as determined by either the Recreation and Parks Commission or the Greenville City Council, has been made to the Recreation and Parks Department, or companion organization, by or in memory of an individual, group or family.

- G. Parks, facilities, and geographic features may only be named after an individual who has been deceased for a minimum of two (2) years, except in the case of one or more of the following circumstances:
1. The parkland in its entirety has been donated by the individual being honored through the proposed naming.
 2. 50% or more of the total cost of the facility has been donated by the individual being honored through the proposed naming, or by a group, business, or organization making the donation in his or her name.
 3. A land donation in which a naming provision has been made on the deed and accepted by the Greenville City Council.
 4. A substantial donation of money has been made to the Greenville Recreation and Parks Department wherein the donor stipulated a naming provision as a condition of the donation and this condition has been accepted by the Greenville City Council.
- H. Naming proposals for a park, facility, or geographic feature may come from any individual, family, organization, business, governmental agency, donor, or neighborhood association that represents the locality wherein the park, facility, or feature is situated.

Section 4 - PROCESS

Naming and renaming proposals shall be made on a form provided by the Recreation and Parks Department and forwarded to the Chair of the Greenville Recreation and Parks Commission at:

Chairman, Greenville Recreation and Parks Commission
Greenville Recreation and Parks Department
P.O. Box 7207
Greenville, NC 27835-7207

The proposal will be posted on the Greenville Recreation and Parks website for a period of 30 days, during which citizen comments and suggestions may be submitted in writing to the Commission Chair through the website or at the above address. The Commission will then hear oral comments during a public hearing at their first meeting following the expiration of the 30-day period, and formulate a recommendation regarding the proposal. The recommendation will then be forwarded to the Greenville City Council. In the event the Commission does not formulate a recommendation within 60 days after the public hearing, it will be considered that the Commission's recommendation is to approve the naming proposal and this recommendation will be forwarded to the Greenville City Council.

The Greenville City Council will consider the naming proposal at a Council meeting after receipt of a recommendation from the Recreation and Parks Commission. A public hearing will be held by City Council prior to making its decision on the naming proposal. City Council may approve,

deny, or modify the naming proposal. City Council may, but is not required to, refer a modification of the naming proposal back to the Recreation and Parks Commission for review and recommendation.

The following guidelines and criteria shall be considered and met before renaming a City of Greenville park, facility or geographic feature:

- I. Once named, the renaming of City of Greenville parks, facilities, or geographic features is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributions.
- J. Land and facilities named by deed restriction shall not be renamed.
- K. Parks, facilities, and geographic features named after individuals shall not be changed unless it is found by the Recreation and Parks Commission or the Greenville City Council that the individual's personal character was such that the continued use of the name for a City park, facility, or geographic feature would not be in the best interest of the City.
- L. Parks, facilities, and geographic features named for a location, a geographic feature, or a community/neighborhood may be considered for renaming. However, the existing name of a park, facility, or geographic feature which is of local or national importance or which identifies an outstanding geographic or physical feature shall not be changed unless the Recreation and Parks Commission or Greenville City Council determines that there are extraordinary circumstances of local or national interest to justify the name change.
- M. Subject to the foregoing, in order for a park, facility, or geographic feature to be considered for renaming, the recommended name must otherwise qualify according to the same guidelines and criteria as set forth above for originally naming parks, facilities, and geographic features and the same general procedure shall be followed.

Section 5 - NAMING RIGHTS FOR CORPORATIONS OR OTHER PRIVATE BUSINESSES:

This policy does not provide guidelines or processes for granting temporary naming rights to corporations or other private businesses as a mutually beneficial arrangement between the City and a corporation or other private business wherein the corporation or other private business provides cash and/or in-kind services to the City in return for access to the commercial and/or marketing potential associated with a City facility or service.

Such arrangements could include the naming of a park, a facility, a geographic feature, an event or activity. While such arrangements could prove highly beneficial to the City and its citizens, as well as to area businesses, the details of such arrangements will necessitate cautious consideration. A separate City policy and process will address the grant of naming rights to a corporation or other private business.

Section 2. That all policies, resolutions, and clauses of policies and resolutions in conflict with this resolution are hereby repealed.

Section 3. That this resolution shall become effective upon its adoption.

This the 10th day of January, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

CITY OF GREENVILLE
GUIDELINES FOR NAMING OF
RECREATION AND PARK FACILITIES

INTRODUCTION

The naming of park and recreation areas is an important task. It is not a task to be taken lightly, but one that should be approached with caution and patient deliberation. A name, once selected for an area, should be bestowed with the intention that it will be permanent. It is the responsibility of those who select the names of parks and recreation facilities, to do so with an awareness that their actions will exert an influence upon the community in future generations.

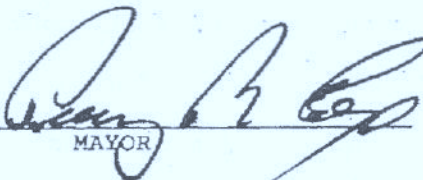
GUIDELINES

1. The naming of the sites/facilities shall be the responsibility of the City Council. Prior to the naming of the sites/facilities, the City Council shall receive a recommendation from the Greenville Recreation and Parks Commission.
2. No park site or facility shall be named for a living person except in one or more of the following circumstances:
 - a. The site has been donated by the individual in its entirety.
 - b. That 50% or more of the total cost of the facility has been donated by the individual or group.
 - c. That such provision has been made on the deed and accepted by the City Council after a recommendation has been received from the Greenville Recreation and Parks Commission.
3. Priority in naming sites shall be given to geographical locations, historic significance or geologic features.
4. Individuals and groups who have contributed significantly toward acquisition of a facility or site, or in service to the recreational need of the citizens of Greenville shall be recognized by the presentation of a plaque from the City of Greenville.


-2-

5. The City Council, after receiving a recommendation from the Greenville Recreation and Parks Commission, shall have authority to enter into a written agreement with a civic group or other organization that a facility or site will be named for that group in return for agreed upon sponsorship, maintenance, and improvement of that site or facility. In the event that this agreement is terminated by the group or organization, the City Council, after receiving a recommendation from the Greenville Recreation and Parks Commission, shall be authorized to change the name of the site or facility.
6. Plaques and markers used to honor people or groups at certain sites and facilities shall be regulated by the Greenville Recreation and Parks Commission, and these shall be styled, handled, and posted in a tasteful manner. Permanent equipment for use in parks and facilities will not carry slogans or advertisement unless previously approved by the Greenville Recreation and Parks Commission.
7. Changing of a name of a site or facility shall be the prerogative of the Greenville City Council, upon the recommendation of the Greenville Recreation and Parks Commission following a scheduled public hearing, when current names are deemed by the Commission to be inappropriate or ineffectual, and when all changes shall conform to the above guidelines.

ADOPTED by the Greenville City Council this the 8th day of March,
1979.


MAYOR

ATTEST:


CITY CLERK



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Proposed greenway construction priorities

Explanation: In early 2010, the Friends of Greenville Greenways (FROGGS) began earnestly studying the City's 2004 Greenway Master Plan and the greenway projects that have been completed, are underway, or are planned for the near future in the City of Greenville.

While the Master Plan originally proposed "priority focus areas" to guide implementation of its components, FROGGS feels that current conditions and thinking regarding the economic, environmental, recreational, and transportation values of greenways makes a reassessment of the plan's priorities both appropriate and wise. The organization has developed a new series of four greenway construction projects that they believe should be of the highest priority, as they feel these projects will most effectively promote greenway connectivity, provide a key multi-modal link to two of Greenville's largest employers (Pitt County Memorial Hospital and ECU), foster maximum use, and provide an orderly and sensible process for greenway growth.

The development of these priorities was guided by the following vision, quoted from the "FROGGS Proposed Priorities" document, which is attached:

"Segments should be built that connect to existing segments, towards the goal of an extensive system of interconnected greenways that can be used for both recreation and transportation, creating a multi-modal network that will be competitive for federal transportation grants. Such a network will improve quality of life in Greenville and help to shape growth patterns in the city."

Priority segments:

1. South Tar River Phase III: Tracks west from Town Common through West Greenville
2. Schoolhouse Branch: Links South Tar Phase III and the river to the

- hospital
3. South Tar River Phase II: Tracks east along the river to the "Eastside Park" site on Route 33
 4. Tar River to Hardee Creek: Links the South Tar Phase II segment to Brook Valley and adjacent neighborhoods

These priorities will serve a large number of city residents, and, by connecting with existing and under-construction greenways, will create a network of over 10 miles of interconnected greenways that provide a complete east-west bicycle-pedestrian route across Greenville. This will form the "backbone" of the greenway system.

FROGGS Co-Chairs Marianne Montgomery and Nel Roberts have briefed the Neighborhood Advisory Board, Bicycle and Pedestrian Commission, Greenville Recreation and Parks Commission, and the Environmental Advisory Commission regarding these proposed priorities. All four groups took action to endorse the segments as the top four greenway construction priorities.

Ms. Montgomery will be in attendance to brief City Council on this proposal and answer any questions.

Fiscal Note:

Adopting the proposed priorities has no direct fiscal impact, but the cost of each greenway segment would be determined prior to construction.

Recommendation:

Approve the proposed greenway construction priorities.

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 [FROGGS_PROPOSED_PRIORITIES_885300](#)

Friends of Greenville Greenways

Proposed Greenway Construction Priorities

January 2011

Executive summary:

Four greenway construction priorities are being proposed for the City of Greenville. All represent an extension of the network anchored by the existing and under-construction South Tar River Greenway. The first priority goes west along the river through West Greenville. The second priority links the river to the hospital. The third priority goes east along the river to the site of the new park on Highway 33. The fourth priority links the river to Brook Valley and adjacent neighborhoods. These priorities advance transit, recreational, and economic development goals and serve a broad range of city residents; together with existing and under-construction segments, they define a network of over 10 miles of interconnected greenway along and close to the Tar River, providing a complete east-west route across Greenville for bicyclists and pedestrians.

Detailed summary:

The 2004 Greenway Master Plan groups projects into four general priority areas, but it does not provide clear construction priorities based on current conditions and current thinking about the potential for greenways as part of the city's overall transportation network.

These Proposed Greenway Construction Priorities would replace the current ad hoc system with a transparent, orderly way of pursuing greenway projects that reflects current ideas about the transit, recreation, and economic development benefits of greenways.

With the ongoing construction of the South Tar River Greenway, citizens are interested in using greenways for transportation as well as for neighborhood-based recreation. While the 2004 plan endorses "Smart Growth" principles and outlines a series of transportation objectives, the pressures of climate change, traffic, and development in the city make greenways more essential than ever as sustainable alternative transportation corridors. These proposed priorities serve both transit and recreational goals; together with existing and underway segments, they define a network of over 10 miles of interconnected greenway along and close to the Tar River, providing a complete east-west route across Greenville for bicyclists and pedestrians. This route links neighborhoods to each other and to two major employers and destinations: the Pitt County Memorial Hospital/ECU Health Sciences Campus and ECU's Main Campus. These facilities are the top two employers in Greenville, together employing over 11,000 people. ECU enrolls over 25,000 students, many of whom use bicycles for transportation; students, faculty, and staff travel between the two campuses daily. This network will also support the growth and revitalization of the Town Common and Uptown Greenville and help to make Greenville a regional eco-tourism center.

These priorities were endorsed in November 2010 by the Bicycle and Pedestrian Commission, the Environmental Advisory Commission, the Neighborhood Advisory Board, and the Recreation and Parks Commission.

Master plan:

All names, numbers, and illustrations in this document are taken from the 2004 Greenway Master Plan of the City of Greenville, which can be found at:

http://www.greenvillenc.gov/uploadedFiles/Departments/Community_Development/Information/2004GreenwayMasterPlan.pdf

Vision guiding proposed priorities:

Segments should be built that connect to existing segments, towards the goal of a extensive system of interconnected greenways that can be used for both recreation and transportation, creating a multi-modal network that will be competitive for federal transportation grants. Such a network will improve quality of life in Greenville and help to shape growth patterns in the city.

Current construction:

The South Tar River Greenway Phase I, Beech Street Connector, and Green Mill – South Tar Connector (portions of #7, #8, and #9 in master plan) are fully funded and are currently under construction, with scheduled completion in Spring 2011.

The Green Mill Run Phase II Connector (Charles Blvd to Evans Street Park, a combination of #4, #5, and #18 in master plan) is fully funded and in the design stage.

Proposed priorities:

Priority 1:

40. South Tar River Phase III

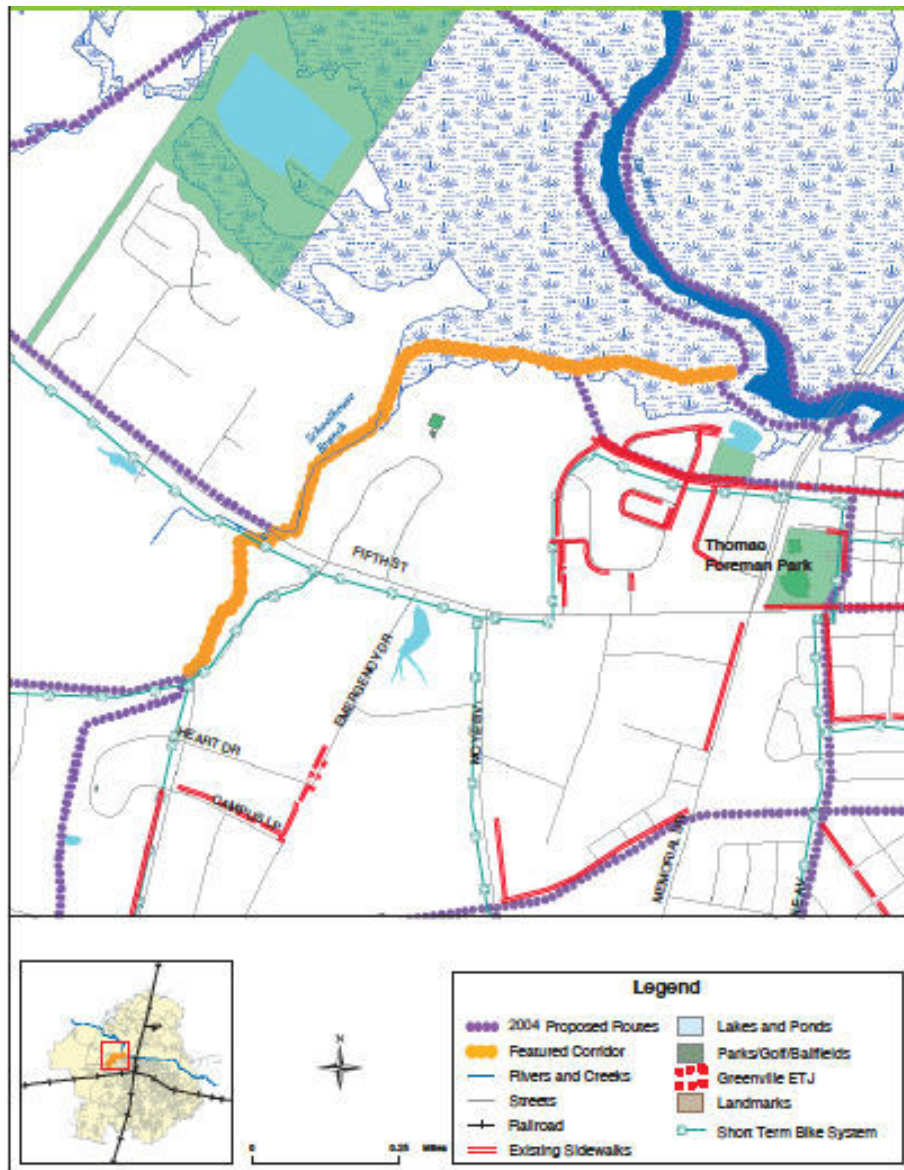
Description: Phase III runs from the western edge of the Town Common along the river to Harris Mill Run.

Justification: This 2-mile greenway will connect the existing greenway at the Town Common to the neighborhoods of West Greenville and provide easy access to ECU and downtown. It is an essential connector that will eventually be linked to the Pitt County Memorial Hospital complex via the Schoolhouse Branch Greenway. This greenway will also expand the recreational potential of the South Tar River Greenway. This greenway should be the top priority because it connects two major employers and destinations in Greenville: ECU's Main Campus and the Pitt County Memorial Hospital/ECU West Campus. As such, with the Schoolhouse Branch Greenway (Priority 2, below), it will be the backbone of the greenway network for transit. It also brings the benefits of greenway development to the neighborhoods of West Greenville.

Priority 2:
12. Schoolhouse Branch

Description: Schoolhouse Branch is a side trail from the river that leads across Fifth Street to the Pitt County Memorial Hospital complex.

Justification: This 1.3-mile greenway will connect Phase III of the South Tar River Greenway (Priority 1, above) to the Pitt County Memorial Hospital/ECU Health Sciences Campus. This connection to a major employment center and destination in Greenville and Pitt County will make the entire greenway system more viable for transportation. This is the second priority, as without Phase III (Priority 1), this trail does not serve its connective purpose.

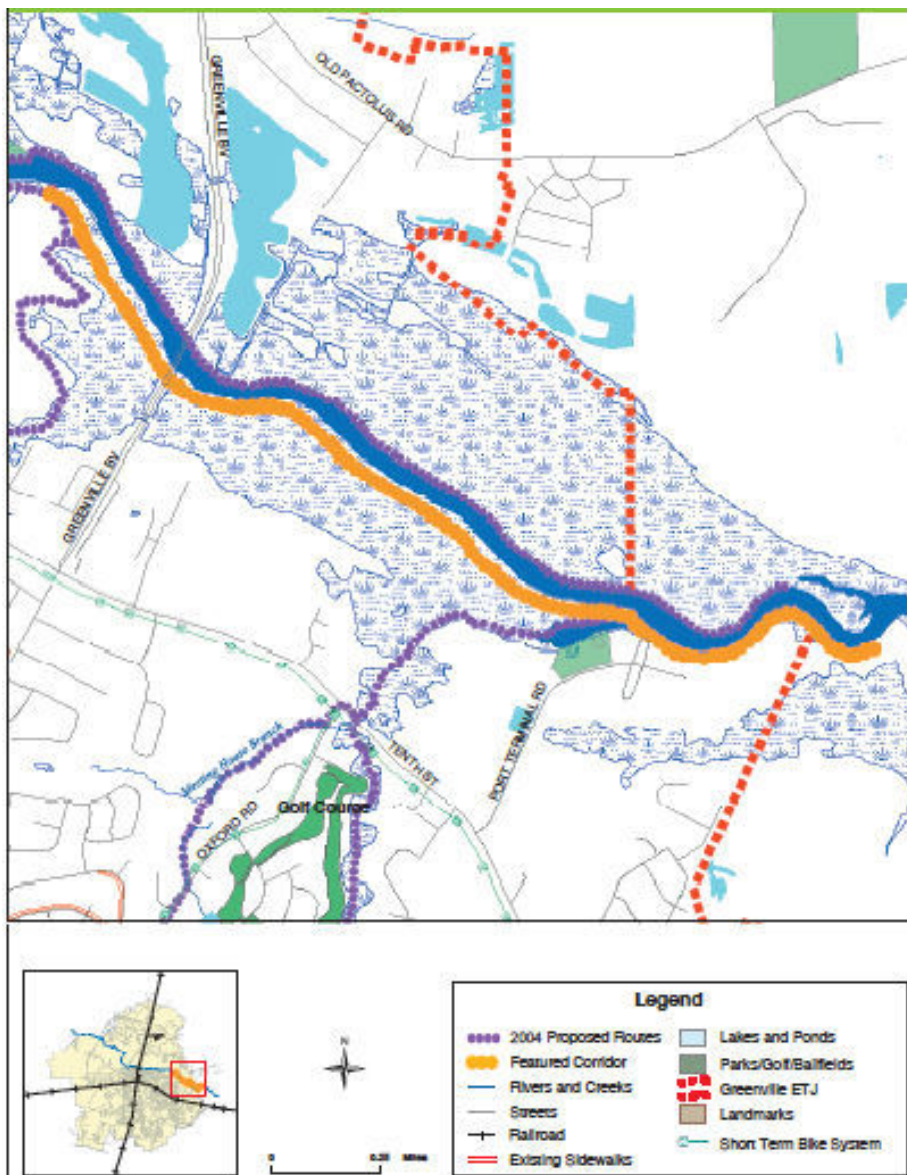


Priority 3:

21. South Tar River Phase II

Description: Phase II connects the South Tar River Greenway Phase I to the new city parkland on Highway 33.

Justification: This 2.4-mile greenway will connect neighborhoods in the eastern part of the city, including student residential developments, to ECU, downtown, and the Pitt County Memorial Hospital/ECU Health Sciences Campus. If Priority 1 represents the backbone of the system, this is an essential artery. It will also expand the recreational potential of the South Tar River Greenway by extending it and linking it to a new park. With the completion of this greenway, users can enjoy a greenway of close to 8 miles along the river. A greenway of this length will be a major amenity in the city. This is a lower priority than the greenway to the west (Phase III, Priority 1) because a greenway link to the hospital is needed before this greenway can reach its full potential. Moreover, the costs and engineering challenges associated with this project are potentially double those of Phase III (Priority 1), according to the very rough cost estimates provided in the 2004 master plan.

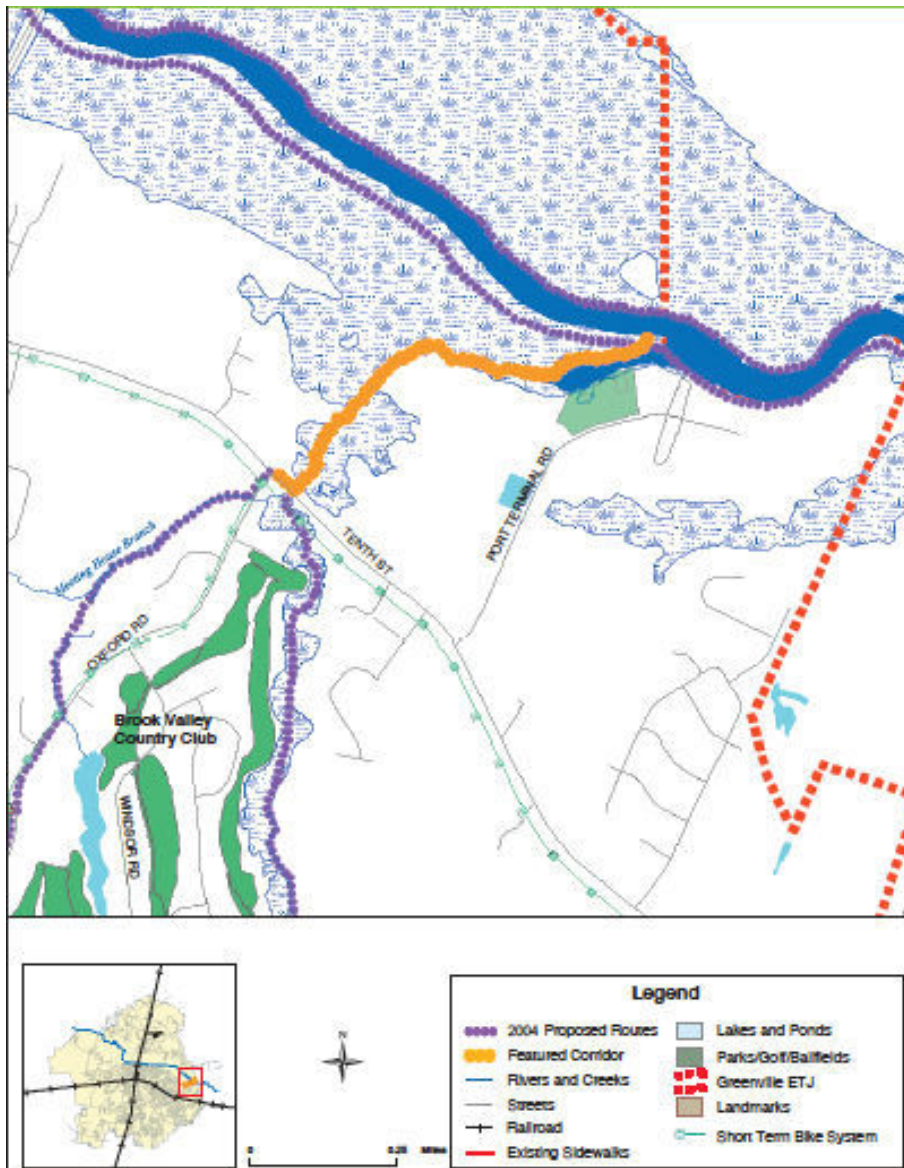


Priority 4:

15. Tar River to Hardee Creek

Description: Tar River to Hardee Creek is a side trail leading from the South Tar River Greenway Phase II to Tenth Street at Oxford Road, linking neighborhoods on the south side of Tenth Street to the South Tar River Greenway.

Justification: This .8-mile greenway provides an essential link between neighborhoods on the south side of Tenth Street and the rest of the greenway network along the river. It will make it much easier for residents of these neighborhoods to use the greenway for transportation and recreation. This is the fourth priority, as without Phase II (Priority 3), this trail does not serve its connective purpose.



Appendix: List of Greenways in the 2004 Master Plan:

ID	Corridor Name	Priority Level	Length (miles)	Trail Type(s)	Cost	Page Number
1	Green Mill Run Greenway	Complete	1.3	4	Completed	22
2	Completed Sidewalk Connectors	Complete	8.8	5	Completed	24
3	Green Mill Run, Phase II	A	0.6	4	\$200K	26
4	Green Mill Run, Phase II - Alternates	A	1.2	1,2,5	See p.28	28
5	Green Mill Run, Phase II - Natural	A	1.3	1,2	See p.30	30
6	Green Mill Run, Charles to Evans	A	0.5	4	\$110K	32
7	South Tar River Phase I	A	2.9	4,5	\$400K	34
8	Beech Street	A	0.6	3,4,5	\$80K	36
9	Green Mill to South Tar	A	1.3	4	\$270K	38
10	3rd Street Connector	B	2	4,5	\$130K	40
11	W. Greenville Sidewalk Connector	B	5.2	5	\$300K	42
12	Schoolhouse Branch	B	1.3	4	\$650K	44
13	Bells Branch	C	1.5	3,5	\$130K	46
14	Hardee Creek	C	2.1	3,5	\$160K	48
15	Tar River to Hardee Creek	C	0.9	2	\$390K	50
16	14th Street, Elm to Greenville	C	1	5	\$100K	52
17	Green Mill, Evans to Allen	C	3.5	4	\$800K	54
18	Green Mill, Evans Alternate	C	0.7	5	\$70K	56
19	Green Mill, Lake Ellsworth	C	1.3	4	\$260K	58
20	Harris Mill Run, South	C	2.8	4,5	\$300K	60
21	South Tar River Phase II	D	2.4	2,4	\$1.3 million	62
22	Parker's Creek	D	4.9	2,4,5	\$1 million	64
23	Parker's Creek Alternate	D	0.7	3,5	\$60K	66
24	Meeting House Branch	D	2.4	3,4	\$340K	68
25	Meeting House/Fire Tower Hub	D	1.5	5	\$90K	70
26	14th Street Trail, SE Segment	D	1.4	5	N/A	72
27	College Court System	E	4	4,5	\$350K	74
28	Hardee - Bells Fork Extension	E	2.8	3,5	\$225K	76
29	Fire Tower	E	1.8	5	\$180K	78
30	Fire Tower to Hub - Connector	E	2.8	2,5	\$245K	80
31	Harris Mill Run, North	E	1.4	4	\$280K	82
32	Fork Swamp Greenway	Future	3.3	2,3	\$660K	84
33	Fork Swamp Loop	Future	2	2,3,5	\$150K	86
34	Swift Creek Greenway	Future	2.6	2,4	\$750K	88
35	Swift Creek to Memorial	Future	0.7	5	\$65K	90
36	Bike Alternate to Greenville Blvd	Future	1.7	5	N/A	92
37	Allen Road to Evans Street	Future	6.8	5	\$700K	94
38	Evans to Queen Anne's Connector	Future	0.5	5	\$50K	96
39	Hub Loop, Southern Connector	Future	2.8	5	\$40K	98
40	South Tar River Phase III	Future	2	4,5	\$400K	100
41	North Tar River	Future	9.1	1,2	See p.102	102
42	Parkers Creek Extension	Future	3.9	4,5	\$600K	104



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Sewer service for Pactolus Baptist Church

Explanation: On January 4, 2011 the City received the attached request from Pactolus Baptist Church to allow Greenville Utilities Commission (GUC) to provide sewer service to property located at 5980 US Highway 264 East adjacent to Pactolus Elementary School. Service would be provided from the sewer line constructed to serve Pactolus Elementary School. Section 6 of the GUC Charter requires that the City Council must approve any sewer service beyond the City's extraterritorial jurisdiction (ETJ). This property is located outside the City's ETJ.

The GUC Board approved the request on December 21, 2010 contingent upon City Council approval.


A map illustrating the proposed location of the sewer service is attached.

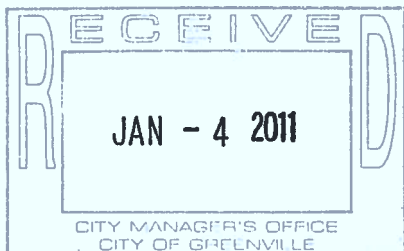
Fiscal Note: There will be no cost to the City. A Sewer Outfall Acreage Fee and Connection Fee would be applicable to the proposed sewer service. Currently the Sewer Outfall Acreage Fee is assessed at \$1,800 per acre and would be approximately \$4,410 for the subject parcel. The Sewer Connection Fee based on a one inch metered water service would be \$4,562.

Recommendation: Approve GUC providing sewer service to this property subject to compliance with all GUC requirements and execution of a future annexation agreement with the City.

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

Attachments / click to download

 [Letter and Map](#)



January 4, 2011

Leonard D. Lilley, Jr.
1602 Sheppard Mill Road
Greenville, NC 27834

Mr. Wayne Bowers, City Manager
City of Greenville
Greenville, NC 27834

Dear Mr. Bowers:

We have been informed that the Greenville Utilities Commission at its meeting on December 21, 2010 approved the request of Pactolus Baptist Church, 5980 US HWY 264E, Greenville, NC to connect to the sewer system recently installed at the Pactolus Elementary School.

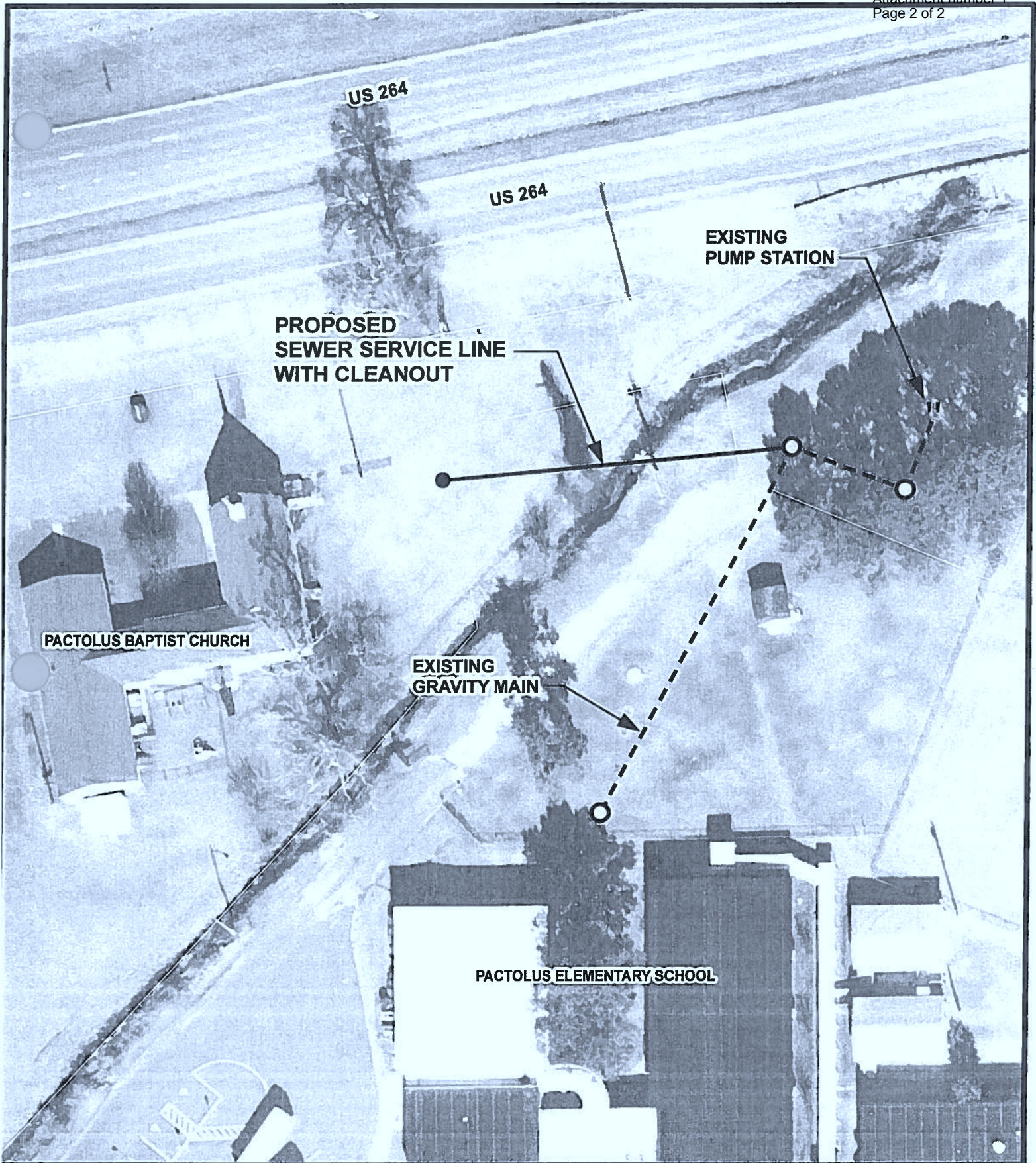
It is our understanding that Greenville City Council must also approve our request, and this is to request such approval.

Please forward to me any necessary or additional application that may be needed for presentation to our Board of Trustees.

We will appreciate a timely response to our request. Thank you for your consideration and help in this matter.

Sincerely yours,

Leonard D. Lilley, Jr.
For Pactolus Baptist Church



SEWER SERVICE REQUEST FOR PACTOLUS BAPTIST CHURCH

Item # 14





City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Revenue enhancement agreement with Robert S. Segal, CPA, PA

Explanation: Cities and other local government entities across the country are seeking avenues to increase revenues during this economic recession. Those avenues or revenue enhancement strategies take many forms. Revenue enhancement in this case takes a strategic look at the City's revenue streams and attempts to identify opportunities to increase revenues without increasing the tax rate or user and license fees.

The proposed agreement with Robert S. Segal, CPA, PA (Segal) is an approach that several North Carolina cities/counties are using to increase revenues. Segal offers a comprehensive service that will mine data from multiple databases to identify the following:

- Real property located in the city limits and not being classified as in City of Greenville
- Personal property situated in the city limits and not being classified as in the City of Greenville
- Existing businesses (unlisted businesses) located in the City and not possessing the requisite business/privilege license
- 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. Attached is an agreement with Segal on potential revenue enhancements. As customary practice in these types of arrangements, Segal's fees will be paid as a commission on collected revenues as specified in the agreement. An added benefit of this initiative is that the City will be able to improve the integrity of its billing database.

Fiscal Note: Fees are performance based and will be budgeted concurrently with the anticipated additional revenue.

Recommendation: Approve the attached letter of agreement with Robert S. Segal, CPA, PA.

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. It is anticipated that discoveries will be provided to the CLIENT no later than four months after receipt of 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, the Letter of Agreement between Greenville Utilities Commission and SEGAL, and the Letter of Agreement between Pitt County 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

At its sole discretion, Segal may determine the engagement is not resulting in appropriate results and may terminate the 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: 1/10/2011
Time: 6:00 PM

Title of Item: Fiscal year 2012 federal agenda

Explanation: Melissa Avstreich of The Ferguson Group met with the Mayor, City Council Members, and City staff on December 9, 2010 to develop priority projects for the City's fiscal year 2012 federal agenda. Mrs. Avstreich presented a proposed list of projects at the December 9, 2010 City Council meeting for review and discussion of federal funding opportunities. City staff has worked with Mrs. Avstreich to finalize the attached final recommended federal agenda for City Council consideration. Projects that are considered only grant eligible and cannot be earmarked have been deleted from the preliminary list.

Fiscal Note: The total amount of federal appropriation requests for fiscal year 2012 is listed in the proposed federal agenda. If approved, some appropriations may require local matching funds.

Recommendation: Adopt the recommended fiscal year 2012 federal agenda.

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[FY 2012 Federal Agenda](#)

DRAFT

City of Greenville FY2012 Federal Agenda

Earmark and/or Competitive Grant Projects

<u>Project</u>	<u>Amount</u>	<u>Federal Program</u>	<u>Grant</u>	<u>Earmark</u>	<u>Project Description</u>
Law Enforcement Technology Improvements	\$250,000	Department of Justice's Law Enforcement Technology Improvement	Y	Y	Funding will be used to purchase security cameras and associated monitoring equipment at 33 intersections. Additional funding will be used to purchase Touch DNA, a technology that swabs evidence for residual DNA.
Regional Family Justice Center	\$500,000	Department of Justice's Edward Byrne Memorial Grant Program	Y	Y	Funding will be used to establish a Regional Family Justice Center.
Emergency Operations Center	\$1.2M	Department of Homeland Security's FEMA State and Local Programs	Y	Y	Funding will be used to design and construct an Emergency Operation Center.
Greenway Expansion & Streetscape Improvement	\$500,000	Department of Transportation: - TCSP (earmark / grant) - FHWA Livable Communities (grant)	Y	Y	Funding will be used to expand current network of greenways, specifically focusing on connectivity in order for the greenway system to be viewed as viable alternative transportation option.
Watershed Management Plan	\$400,000	EPA Section 319 – Federal funding awarded by NC Dpt of Water Quality USDA Natural Resources Conservation Service	Y	Y	Funding will be use to prepare a watershed management plan.
West Greenville Wellness Center	\$500,000	Department of Health and Human Service's Health Resources and Services Administration	N	Y	Funding will be used to establish a wellness center at the Intergernational Center to provide senior citizens and youth information on healthy diets, the benefits of exercise and to serve as a low impact health clinic (ex. blood pressure testing)

Go Science / Challenger Learning Center	\$750,000	NASA	N	Y	Funding will be used to expand Go Science learning initiatives and also for the Challenger Learning Center, in honor of Michael J. Smith
Small Business Center Incubator	\$500,000	Earmark: Small Business Administration Grant: EDA Public Works & Infrastructure	Y	Y	Funding will be used to construct a small business incubator to serve the catering, construction, and computer industry.
Town Common	\$150,00	Department of Housing & Urban Development's Economic Development Initiative	N	Y	Funding will be used for infrastructure improvements to renovate the Town Common.

Reauthorization of SAFETEA-LU

Project	Amount	Description
Greenway Expansion and Streetscape Improvement Project	\$4.0M	Funding will be used to plan, design, engineer, and construct two segments of greenway totaling 6.15 miles.
Streetscape Improvement Project	\$2.0M	Streetscape improvements through the City
Nonmotorized Transportation Pilot Program	Designation	Designation will open up avenues of funding for sidewalks, bicycle lanes, and trails to connect directly with transit stations, schools, residences, businesses, recreation areas, and other community activity centers.

Legislative Advocacy

1. Support inclusion of funding for the Energy Efficiency and Conservation Block Grant Program –
2. Support efforts to amend the proposed No Child Left Inside Act, legislation to support activities that improve environmental education, to ensure park and recreation agencies are eligible recipients of the Environmental Education grant program.



City of Greenville, North Carolina

Meeting Date: 1/10/2011
Time: 6:00 PM

Title of Item: Closed Session on Police Internal Affairs Complaints and Use of Force/Taser Report

Explanation: Council Member Joyner has requested that this agenda item be placed on the agenda for the purpose of requesting that a closed session be scheduled for the meeting on Thursday, January 13, 2011.

Council Member Joyner seeks additional information relating to the attached memo dated November 29, 2010, entitled Summary of 2010 Internal Affairs Complaints. Council Member Joyner seeks disclosure to City Council of the name of the officer involved and the circumstances for each complaint listed in the memo involving a claim of excessive force, the name of the officer involved and the circumstances for each use of force report involving a taser, and the ability to read the reports on all of these. Council Member Joyner advises that he wants to view the requested information since he has received numerous complaints about excessive force and use of tasers and he wants to be aware of both sides so he will be able to respond appropriately.


Since Internal Affairs investigations and Use of Force forms are a component of an employee's personnel file, the release of information from them and the provision of access to them is governed by the personnel privacy statute. Because of this, the review of the information must occur in a manner so as to not disclose this information since the information remains confidential.

Fiscal Note: No fiscal impact relating to scheduling of a closed session on Thursday, January, 13, 2011.

Recommendation: Council may schedule a closed session to accommodate this request by approval of a motion.

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Attachments / click to download

 [GPD Memo - 2010 Summary](#)

 [Corrected Info](#)




GREENVILLE POLICE DEPARTMENT

MEMORANDUM

November 29, 2010

TO: Wayne Bowers, City Manager

FROM: William J. Anderson, Chief of Police 

SUBJECT: Summary of 2010 Internal Affairs Complaints

Per your direction and at the request of City Council, the following is a report on the number of citizen complaints investigated by the Greenville Police Department. Greenville Police Department Policy and Procedures defines a citizen complaint as "*an allegation by any individual that a Department employee has misused authority, acted illegally or unethically, or violated City or Department policy.*" When a citizen reports a perceived policy violation or misconduct by a Greenville Police Officer, an internal investigation is initiated.

An alleged violation may be categorized into one of three types: (1) Administrative Review; (2) Level II, or (3) Level I. An administrative review represents a less serious violation of policy such as a complaint about an employee's attitude and demeanor or failure on the behalf of the employee to furnish his/her name and badge number when asked to do so. Level II represents more serious violations such as unexcused absences or failure to complete an assignment. Level I complaints represent the most serious violations of policy such as using excessive force or gross negligence.

All investigations are concluded with one of the following rulings:

<u>Not Involved</u>	Officer or employee was not present at the time the alleged misconduct occurred.
<u>Unfounded</u>	Allegation is false or not factual.
<u>Not Sustained</u>	Insufficient evidence either to prove or disprove the allegation.
<u>Exonerated</u>	Incident occurred, but was lawful and proper.

Sustained

The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.

Policy Failure

The written policy or procedure of the police department does not address the allegation or action that led to alleged conduct and the investigation reveals that a policy or procedural change may be needed.

Use of Force

Any employee that uses physical force to any extent other than a crowd-restraining action, a blocking action where there is no bodily contact with the baton, or a “move-along” or “come-along” techniques, shall complete a written Use of Force report. A Use of Force report shall be completed by the employee and submitted to an on-duty supervisor in the following instances:

- A police officer discharges a firearm other than in training, for recreational purposes, or during the euthanasia of a sick or injured animal as addressed in Greenville Police Department Policy 1.3.1.
- An action by any employee results in an injury or death to the person(s) arrested or other person(s); or injury to the employee.
- An employee applies any physical force.
- An employee applies any force through the use of lethal or less-than-lethal weapons.

Complaints

2010

Overall and to date, the Office of Internal Affairs managed 65 alleged violations in 2010. The 65 alleged violations were broken down as follows: 39 Administrative Reviews (10 were upgraded to Level II); 17 Level II; and 9 Level I.

Policy violations regarding **employee courtesy/attitude and demeanor** was the most frequently alleged violation; 18 complaints were investigated in this category.

The second most alleged violation is categorized as **judgment**; 13 allegations were investigated.

The third most frequently alleged violation is **misconduct**; 8 violations were investigated.

The fourth most alleged violation is **excessive force**; 7 of these violations were investigated.

In 2010 there were two allegations of **bias based profiling**. There were no incidents requiring the activation of our Firearms Discharge Team.

Complaints

2009

In 2009, The Office of Internal Affairs managed 62 alleged policy violations. The 62 alleged violations are broken as follows: 43 Administrative Reviews; 8 Level II; and 11 Level I.

Policy violations regarding **employee courtesy/attitude and demeanor** was the most frequently alleged violation; 29 complaints were investigated in this category.

The second most alleged violation is categorized as **excessive force**; 12 allegations were investigated.

The third most frequently alleged violation is **failure to complete assignment**; 11 allegations were investigated.

The fourth most alleged violation is **judgment**; 4 of these allegations were investigated.

There was one allegation of Bias Based Profiling and the Firearms Discharge Team responded to three incidents.

2010 Administrative Review Log

	Allegation	Received	Completed	Disposition
1	Judgment	1/14/2010	3/11/2010	not sustained
2	Courtesy/Prof. Demeanor	2/15/2010	2/23/2010	unidentified suspect
3	Courtesy/Prof. Demeanor	2/16/2010	3/9/2010	unidentified suspect
4	Conduct Unbecoming	2/17/2010	2/19/2010	unfounded
"	"	"	2/19/2010	"
5	Conduct Unbecoming	2/17/2010	2/19/2010	unfounded
"	"	"	2/19/2010	"
6	Unlawful or Offensive Conduct	2/18/2010		sustained
7	Courtesy/Prof. Demeanor	3/17/2010	3/31/2010	unfounded
8	Misconduct	3/26/2010	4/8/2010	sustained
9	Judgment	4/10/2010	5/27/2010	not sustained
10	Conduct Unbecoming	4/29/2010	5/27/2010	unfounded
11	Courtesy/Prof. Demeanor	5/12/2010	8/20/2010	sustained
12	Judgment	5/13/2010	7/9/2010	unfounded
13	Courtesy/Prof. Demeanor	5/13/2010	5/17/2010	unfounded
14	Improper Conduct	5/13/2010	5/14/2010	unfounded
15	Unlawful or Offensive Conduct	5/21/2010	6/10/2010	unfounded
16	Courtesy/Prof. Demeanor	5/24/2010	6/10/2010	unfounded
17	Excessive Force	5/24/2010	6/21/2010	unfounded
18	Conduct Unbecoming	6/2/2010	6/2/2010	exonerated
19	Misconduct	6/6/2010	7/ ? /2010	exonerated
20	Gross Misconduct	6/21/2010	8/18/2010	unfounded
21	Judgment	7/4/2010	8/4/2010	sustained
22	Judgment	7/15/2010	8/23/2010	unfounded
23	Unlawful or Offensive Conduct	7/16/2010	9/2/2010	unfounded
24	Courtesy/Prof. Demeanor	7/21/2010	7/21/2010	unfounded
25	Judgment	7/27/2010	7/28/2010	unfounded
26	Judgement	8/20/2010	9/8/2010	unfounded
27	Misconduct	8/20/2010	8/20/2010	unfounded
28	Unlawful or Offensive Conduct	8/24/2010	9/17/2010	exonerated
29	Courtesy/Prof. Demeanor	9/8/2010		unfounded
"	"	"		"
"	"	"		"
30	Courtesy/Prof. Demeanor	9/8/2010		unfounded
31	Misconduct	9/14/2010	10/28/2010	unfounded
32	Courtesy/Prof. Demeanor	9/17/2010	10/14/2010	not sustained
33	Judgment	9/27/2010	11/17/2010	exonerated
34	Attitude Demeanor	9/30/2010	11/17/2010	sustained
35	Racial profiling	10/5/2010	10/5/2010	unfounded
36	Courtesy/Prof. Demeanor	10/11/2010	10/27/2010	unfounded
37	Courtesy/Prof. Demeanor	10/18/2010		pending
38	Excessive Force	10/19/2010		pending
"	"	"		pending
39	Gross poor judgment	10/20/2010		pending

2010 Level - I Log

	Allegation	Received	Completed	Disposition
1	Excessive Force	1/13/2010	2/17/2010	unfounded
"	Attitude & Demeanor	"	"	unfounded
2	Excessive Force	2/12/2010	6/28/2010	unfounded
3	Judgment	3/9/2010	7/7/2010	unfounded
4	Unlawful or Offensive Conduct	5/27/2009	6/21/2010	sustained
5	Excessive Force	6/6/2010	7/28/2010	exonerated
6	Biased Based Profiling	6/11/2010	7/9/2010	unfounded
7	Gross Poor Judgment	7/20/2010	10/11/2010	exonerated
"	Misconduct	"	10/11/2010	exonerated
8	Gross Poor Judgment	8/24/2010	9/16/2010	sustained
9	Excessive Force	10/20/2010		pending

2010 Level - II Log

	Allegation	Received	Completed	Disposition
1	Courtesy/Professional Demeanor	2/1/2010	3/1/2010	Exonerated
2	Judgment	2/17/2010	4/9/2010	sustained
3	Misconduct	3/2/2010	3/2/2010	Sustained
4	Misconduct	2/22/2010	2/22/2010	Sustained
5	Conduct unbecoming	3/8/2010	3/8/2010	Sustained
6	Unlawful or Offensive Conduct	2/18/2010	4/2/2010	exonerated
7	Judgment	3/24/2010	4/8/2010	Sustained
8	Courtesy/Professional Demeanor	5/3/2010	5/20/2010	Sustained
9	Conduct unbecoming	5/12/2010	8/23/2010	Sustained
10	Courtesy/Professional Demeanor	"	"	"
11	Judgement		7/14/2010	Sustained
12	Unlawful or Offensive Conduct	6/3/2010	7/14/2010	Exonerated
13	Jugement	6/11/2010	8/16/2010	Exonerated
14	Off Duty Conduct	8/17/2010	8/26/2010	Sustained
15	Courtesy/Professional Demeanor	8/30/2010	11/9/2010	Not Sustained
16	Courtesy/Professional Demeanor	7/4/2010	9/8/2010	Sustained
17	Excessive force	9/13/2010	11/17/2010	Sustained

2010 Use of Force Log

	Crime	Force	Date
1	simple affray	Taser/physical	1/13/2010
2	AOLEO / RDO	Taser	1/27/2010
3	I&D / RDO	Taser	2/9/2010
4	malicious conduct, damage to prop.	Taser	3/18/2010
5	simple affray	Taser	3/19/2010
6	AOF	Taser	4/4/2010
7	I&D / RDO	Taser/physical	3/27/2010
8	DWI/BURG/RDO	Taser	4/12/2010
9	AOLEO / RDO	Taser	4/18/2010
10	AOLEO / RDO	Physical	4/20/2010
11	I&D / RDO / DWLR	Taser	4/23/2010
12	AOLEO / RDO	Taser/physical	4/22/2010
13	RDO	Taser/physical	5/5/2010
14	I&D / RDO	Taser	5/16/2010
15	no helmet / RDO	Taser / physical	6/8/2010
16	I&D / RDO	Taser	6/11/2010
17	simple affray	Taser / OC Sp	6/12/2010
18	unknown	Taser	6/25/2010
19	Poss. Mar/ROD	Taser/OC Spr	6/20/2010
20	I&D / RDO	Taser	7/31/2010
21	I&D / RDO	Taser / physical	8/13/2010
22	I&D / RDO	Taser	8/21/2010
23	RDO	Taser	9/18/2010
24	RDO	Taser	9/22/2010
25	DWLR / RDO	Taser	9/25/2010
26	None	Taser	10/3/2010
27	Mental	Taser	10/13/2010
28	disorderly conduct	Taser	10/22/2010
29	Mental	Taser	11/4/2010
30	Mental	Taser	11/4/2010

2009 Administrative Review Log

	Allegation	Received	Completed	Disposition
1	Judgment	12/17/2009	12/17/2009	sustained
2	Courtesy/ Prof. Demeanor	12/23/2009	1/21/2010	unfounded

Note: Complaints that are initially categorized as Administrative Reviews are often times graduated to a higher complaint level. As gathered information suggests a possible policy violation, the administrative review is graduated to either Level-I or Level-II. If at the conclusion of an administrative review investigation, the evidence or lack of evidence supports a finding other than a "sustained" or "policy failure" disposition, the administrative review is purged after one year.

2009 Level - I Log

	Allegation	Received	Completed	Disposition
1	Excessive force	1/22/2009		not sustained
2	Excessive force	1/13/2009		exonerated
3	Excessive force	3/3/2009		unfounded
4	Excessive force	3/7/2009		exonerated
"	Courtesy and Demeanor	"		sustained
5	Excessive force	3/27/2009		exonerated
6	Gross poor judgment	6/3/2009		unfounded/not involved
7	Communicating threats			sustained
8	Harrassment			sustained
9	Excessive force	6/26/2009		not sustained
10	Conduct Unbecoming	"		not sustained
11	Attitude/Demeanor	"		sustained
12	Excessive force	9/3/2009		exonerated
"	Courtesy and Demeanor	"		exonerated
13	Excessive force	9/9/2009		exonerated
"	Courtesy and Demeanor	"		not sustained
14	Excessive Force	9/25/2009		exonerated
15	Excessive Force	10/23/2009		exonerated

2009 Level - II Log

	Allegation	Received	Completed	Disposition
1	Attitude & Demeanor	1/9/2009		Exonerated
2	Misconduct	4/2/2009		Sustained
3	Misconduct	6/5/2009		Not Sustained
4	Excessive Force	7/22/2009	9/2/2009	Exonerated
5	Courtesy/Professional Demeanor	7/24/2009	9/2/2009	Sustained
6	Misconduct	8/28/2009	9/30/2009	Sustained
7	Judgement	8/31/2009	9/23/2009	Exonerated
8	Courtesy/Professional Demeanor	8/11/2009	11/10/2009	Sustained
9	Judgment	12/17/2009	12/17/2009	Sustained

2009 Use of Force Log

	Crime	Force	Date
1	DWI / CCW	Taser/ pointed	16-Jan-09
2	Trespass	Taser	31-Jan-09
3	Fight	Taser	1-Feb-09
4	Fight	Taser	1-Feb-09
5	Fight	Taser	24-Feb-09
6	RDO	Taser	1-Mar-09
7	RDO/Trespass	Taser	14-Mar-09
8	Assault on LEO	Taser	17-Mar-09
9	B&E / RDO	Taser	19-Mar-09
10	Music / RDO	Taser	19-Mar-09
11	sched.II / RDO	Taser/OC/spra	11-Apr-09
12	Intox & Disruptive	Taser	12-Apr-09
13	RDO	Taser	17-Apr-09
14	Mental / consumer	Taser	23-Apr-09
15	Fight / RDO	Taser	25-Apr-09
16	RDO	OC/ Taser	3-May-09
17	Mental / consumer	Taser	11-May-09
18	Fight	OC / Taser	12-May-09
19	Assault/RDO	Taser	14-May-09
20	AOLEO / RDO	Taser	14-May-09
21	RDO	Taser	30-May-09
22	AOLEO	Taser / Firearm	5-Jun-09
23	RDO	Taser / Physical	28-Jun-09
24	RDO	Taser / Physical	28-Jun-09
25	Fight	Taser	4-Jul-09
26	Trespass	Taser	13-Jul-09
27	RDO	Taser	2-Aug-09
28	not documented	Taser	2-Aug-09
29	Larceny/RDO	Taser	25-Aug-09
30	Disorderly Conduct	Taser	29-Aug-09
31	Loud Music/RDO	Taser/physical	6-Sep-09
32	felony B&E/RDO	Taser	13-Oct-09
33	Intox & Disruptive	Taser/physical	23-Oct-09
34	Intox & Disruptive	Taser	23-Oct-09
35	RDO	Taser	11-Nov-09
36	RDO	Taser	24-Nov-09
37	Affray & RDO	Taser	6-Dec-09
38	DWI / RDO	Taser	11-Dec-09

MEMORANDUM

TO: Mayor and City Council
FROM: Wayne Bowers, City Manager
DATE: January 5, 2011
SUBJECT: Correction to Summary of Internal Affairs Complaints Report

On December 1, 2010, I sent to you a report from the Police Department entitled "Summary of 2010 Internal Affairs Complaints." This report has also been attached to agenda item #17 "Closed Session on Police Internal Affairs Complaints and Use of Force/Taser Report" for the January 10, 2011 City Council meeting.

It has been brought to my attention that there is an error in one of the dates for one of the cases listed in the report. The attached memorandum from Police Lt. Ed Carson who prepared this report explains the error and the corrective action. The corrected page listing the 2010 Administrative Review Log is also attached.

If you have any questions about this change, please contact me.

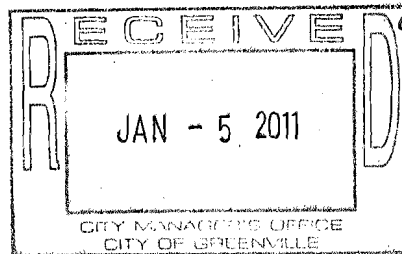
Respectfully submitted,



Wayne Bowers

dr

Attachments



GREENVILLE POLICE DEPARTMENT

MEMORANDUM

January 04, 2011

TO: Chief William Anderson

FROM: Lieutenant Ed Carson *EC*

SUBJECT: Incomplete Data

On November 19, 2010 I prepared a report titled Summary of 2010 Internal Affairs Complaints, per your request. Only after it was brought to my attention did I realize that there was a unique error in the data found within that report.

In the area of the report that is labeled, "2010 Administrative Review Log", and under the heading "Completed", a partial date was listed as "7/?/2010". The log entry associated with this incomplete date was upgraded during the course of the investigation to a Level-I classification. This update is listed among the "2010 Level - I Log" that is located further into the report. The "allegation" data for this entry was also upgraded from misconduct to excessive force. The "completed" date for the entry is 7/28/2010 and is listed as such.

Please accept my apology for the oversight and for any hardships it caused.

2010 Administrative Review Log

	Allegation	Received	Completed	Disposition
1	Judgment	1/14/2010	3/11/2010	not sustained
2	Courtesy/Prof. Demeanor	2/15/2010	2/23/2010	unidentified suspect
3	Courtesy/Prof. Demeanor	2/16/2010	3/9/2010	unidentified suspect
4	Conduct Unbecoming	2/17/2010	2/19/2010	unfounded
"	"	"	2/19/2010	"
5	Conduct Unbecoming	2/17/2010	2/19/2010	unfounded
"	"	"	2/19/2010	"
6	Unlawful or Offensive Conduct	2/18/2010		sustained
7	Courtesy/Prof. Demeanor	3/17/2010	3/31/2010	unfounded
8	Misconduct	3/26/2010	4/8/2010	sustained
9	Judgment	4/10/2010	5/27/2010	not sustained
10	Conduct Unbecoming	4/29/2010	5/27/2010	unfounded
11	Courtesy/Prof. Demeanor	5/12/2010	8/20/2010	sustained
12	Judgment	5/13/2010	7/9/2010	unfounded
13	Courtesy/Prof. Demeanor	5/13/2010	5/17/2010	unfounded
14	Improper Conduct	5/13/2010	5/14/2010	unfounded
15	Unlawful or Offensive Conduct	5/21/2010	6/10/2010	unfounded
16	Courtesy/Prof. Demeanor	5/24/2010	6/10/2010	unfounded
17	Excessive Force	5/24/2010	6/21/2010	unfounded
18	Conduct Unbecoming	6/2/2010	6/2/2010	exonerated
19	Misconduct	6/6/2010		exonerated
20	Gross Misconduct	6/21/2010	8/18/2010	unfounded
21	Judgment	7/4/2010	8/4/2010	sustained
22	Judgment	7/15/2010	8/23/2010	unfounded
23	Unlawful or Offensive Conduct	7/16/2010	9/2/2010	unfounded
24	Courtesy/Prof. Demeanor	7/21/2010	7/21/2010	unfounded
25	Judgment	7/27/2010	7/28/2010	unfounded
26	Judgement	8/20/2010	9/8/2010	unfounded
27	Misconduct	8/20/2010	8/20/2010	unfounded
28	Unlawful or Offensive Conduct	8/24/2010	9/17/2010	exonerated
29	Courtesy/Prof. Demeanor	9/8/2010		unfounded
"	"	"		"
"	"	"		"
30	Courtesy/Prof. Demeanor	9/8/2010		unfounded
31	Misconduct	9/14/2010	10/28/2010	unfounded
32	Courtesy/Prof. Demeanor	9/17/2010	10/14/2010	not sustained
33	Judgment	9/27/2010	11/17/2010	exonerated
34	Attitude Demeanor	9/30/2010	11/17/2010	sustained
35	Racial profiling	10/5/2010	10/5/2010	unfounded
36	Courtesy/Prof. Demeanor	10/11/2010	10/27/2010	unfounded
37	Courtesy/Prof. Demeanor	10/18/2010		pending
38	Excessive Force	10/19/2010		pending
"	"	"		pending
39	Gross poor judgment	10/20/2010		pending