



# Agenda

## Greenville City Council

August 8, 2011  
6:00 PM  
City Council Chambers  
200 West Fifth Street

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### **I. Call Meeting To Order**

### **II. Invocation - Council Member Joyner**

### **III. Pledge of Allegiance**

### **IV. Roll Call**

### **V. Approval of Agenda**

- **Public Comment Period**

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

### **VI. Consent Agenda**

1. Minutes of the February 21, May 12, and June 6, 2011 City Council meetings and the January 11, February 17, March 21, and May 10, 2011 joint City Council/Greenville Utilities Commission meetings
2. Resolution accepting dedication of rights-of-way and easements for Paramore Farms, Phase 2 Cluster and Gateway West, Phase 1
3. Amendment 2 to the on-call engineering services contract with The East Group

4. Contract award for design of the replacement for Bridge #421 over Meeting House Branch on King George Road
5. Supplemental agreement for railroad switching yard project
6. Reimbursement resolution for Greenville Utilities Commission's Electric Capital Projects for the Sugg Parkway Substation and Transmission projects
7. Ordinance adopting an Electric Capital Projects Budget for Greenville Utilities Commission's Frog Level Substation Improvements Project
8. Ordinance adopting Greenville Utilities Commission's Sewer Capital Project Budget for the Chicod School Sewer Extension Project
9. Ordinance amending Greenville Utilities Commission's Sewer Capital Projects Budget Ordinance for the Sterling Pointe Regional Pump Station and Pipelines Project
10. Reimbursement resolution for Greenville Utilities Commission's heavy equipment and vehicle purchases through installment loan financing
11. Report on bids awarded

**VII. New Business**

12. Presentations by boards and commissions
  - a. Special Task Force on Public Safety
  - b. Police Community Relations Committee
  - c. Neighborhood Advisory Board
13. Report on alternatives for zoning ordinance modifications related to standards for public or private clubs
14. Brownlea Drive Extension
15. Report on sign regulations
16. Funding for Sheppard Memorial Library
17. One-Stop voting for 2011 municipal election
18. Resolution, Bond Purchase Agreement, and Secondary Trust Agreement for the refunding of the City of Greenville's Special Obligation Revenue Bonds, Series 2001
19. Budget ordinance amendment #1 to the 2011-2012 City of Greenville budget

**VIII. Review of August 11, 2011 City Council Agenda**

**IX. Comments from Mayor and City Council**

**X. City Manager's Report**

**XI. Closed Session**

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body

**XII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

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**Title of Item:** Minutes of the February 21, May 12, and June 6, 2011 City Council meetings and the January 11, February 17, March 21, and May 10, 2011 joint City Council/Greenville Utilities Commission meetings

**Explanation:** Proposed minutes from regular City Council meetings held on February 21, May 12, and June 6, 2011 and from joint City Council/Greenville Utilities Commission meetings held on January 11, February 17, March 21, and May 10, 2011 are presented for review and approval.

**Fiscal Note:** No direct cost to the City.

**Recommendation:** Review and approve proposed minutes of the February 21, May 12, and June 6, 2011 City Council meetings and the January 11, February 17, March 21, and May 10, 2011 joint City Council/Greenville Utilities Commission meetings.

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

**Attachments / click to download**

- [Proposed\\_minutes\\_of\\_February\\_21\\_2011\\_Council\\_Meeting\\_889991](#)
- [Proposed\\_Minutes\\_of\\_the\\_May\\_12\\_2011\\_City\\_Council\\_Meeting\\_897133](#)
- [Proposed\\_Minutes\\_of\\_the\\_June\\_6\\_2011\\_City\\_Council\\_Meeting\\_899141](#)
- [Proposed\\_Minutes\\_for\\_the\\_January\\_11\\_2011\\_Joint\\_Session\\_of\\_City\\_GUC\\_889939](#)
- [Proposed\\_Minutes\\_of\\_the\\_March\\_21\\_2011\\_Joint\\_City\\_GUC\\_meeting\\_895810](#)
- [Proposed\\_Minutes\\_of\\_May\\_10\\_2011\\_Joint\\_City\\_GUC\\_meeting\\_903160](#)

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, FEBRUARY 21, 2011



A regular meeting of the Greenville City Council was held on Monday, February 21, 2011 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 6:00 pm, after which Mayor Pro-Tem 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 Carol L. Barwick, City Clerk

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**APPROVAL OF THE AGENDA**

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Upon motion by Mayor Pro-Tem Kittrell and second by Council Member Blackburn, the agenda was approved as presented by unanimous vote.

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**CONSENT AGENDA**

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

- Minutes from the December 6 and December 9, 2010 and the January 10 and January 13, 2011 City Council meetings
- First reading of an ordinance granting a taxicab franchise to Mahmoud Ahmad Atiyha, d/b/a Ace Cab
- First reading of an ordinance granting a taxicab franchise to Yadollah Rezaei, d/b/a Alfa Taxi
- First reading of an ordinance granting a limousine franchise to Royal Party Bus, LLC



- Report on bid awarded
- Various tax refunds

Council Member Blackburn moved to approve all items on the Consent Agenda. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

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**OLD BUSINESS**

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- Legislative Initiatives for the 2011 Session of the North Carolina General Assembly

Mr. Bowers referred to a letter received today from Phil Dixon, the attorney representing the Pitt County ABC Board and stated that Mr. Dixon is present to address the City Council if desired.

Upon motion by Council Member Mercer and second by Mayor Pro-Tem Kittrell, the City Council voted unanimously to invite Mr. Dixon to speak following City Attorney Dave Holec's introductory presentation.

Mr. Holec stated at its February 10, 2011 meeting, the City Council approved four (4) legislative initiatives for the 2011 Session of the North Carolina General Assembly. The approved legislative initiatives relate to the following:

- Preservation of Municipal Revenue Sources
- Update of Current Law on City-initiated Annexation
- Local Act: Protection of Email Subscriber Lists
- East Carolina University School of Dental Medicine

The City Council continued until tonight's meeting further consideration of two (2) additional potential legislative initiatives: enforcement of ABC laws by local law enforcement and seeking a local act to provide for a revenue source from establishments having ABC permits.

Mr. Holec stated an incident downtown in July 2009 resulted in a list of potential actions to facilitate security in the downtown area. One of those potential actions was related to local enforcement of ABC laws through the Pitt County ABC Board. The Pitt County ABC Board did not agree to contract with the City at that time. In June 2010, ABC law reform was presented to the State Legislature which included some additional provisions



providing authority for local law enforcement. Those provisions were not adopted by the State Legislature and were removed by amendment from the bill. The general feedback was there was some concern that local law enforcement might use the additional authority to enter ABC establishments and do more than the legislation allowed.

Mr. Holec stated the intent of legislation to enhance enforcement of ABC laws is to allow local law enforcement more flexible authority to supplement and enhance enforcement activities of the three officers hired by the Pitt County ABC Board and six State ALE officers.

Council Member Joyner asked where officers would come from to receive the proposed training. Police Chief William Anderson stated they would probably come from the Impact Unit, but stressed no additional personnel would be required to do this.

Council Member Glover asked how many Impact Officers work on a shift. Chief Anderson stated he believes there are eight. Council Member Glover stated she wants all citizens to be treated the same, but people in her district are afraid because there is no patrol in their area.

Council Member Blackburn stated she wants to be sure everyone in the City feels safe. She sees this issue as simply asking the State Legislature to allow Greenville to make a decision on whether it wants this additional training for its officers.

Council Member Joyner moved not to adopt the resolution seeking legislation granting more flexible authority to local law enforcement officers for enforcement of ABC Laws. Council Member Smith seconded the motion. Mr. Holec reminded the City Council of their vote to hear comments from Phil Dixon, after which Mayor Dunn invited Mr. Dixon to come forward.

Mr. Dixon thanked the City Council for allowing him an opportunity to speak, and introduced Chief J. M. Sasser, who is in charge of ABC enforcement. Mr. Dixon stated he was retained by the ABC Board when there was discussion of privatization. He stated the ABC Board generates a huge amount of revenue with relatively small consumption. Mr. Dixon said he worked for the SBI at one time, and there is a hierarchy problem when you have response from multiple agencies. If law enforcement officers who are trained in ABC enforcement do not report to ABC officers, there will be issues. Having the requested authority would allow police officers to go into clubs under the premise of doing inspections for permits. If an officer goes into an establishment under the pretense of an administrative



inspection, but he can also do other things, there is a problem. Other types of establishments can keep the police out without their having a warrant or granted permission. He asked if the City Council really wanted to take that right away from local businesses. Enforcement of ABC law is an intensive field and training is consistently ongoing. City police officers already have enough on their plate to deal with. The ABC Board firmly opposes this request for legislative action and encourages the City Council to do likewise.

Council Member Mercer referenced Mr. Dixon's comments about ABC law being an intensive field with intensive training requirements. He asked Chief Anderson if he could get five of his officers properly trained, and would they be able to work cooperatively with ABC officers. Chief Anderson stated he absolutely could get officers trained, and his officers already work effectively with ABC officers.

Council Member Blackburn thanked Mr. Dixon and Chief Sasser for coming. She stressed she does not see any inadequacies in what they are doing at the present time, but she feels more boots on the ground would help. She asked why they are opposed.

Chief Sasser stated ABC law is very specialized and laws are often interpreted differently by different people. Any time a police officer needs to enter a club, they can do so with ABC/ALE officers.

Council Member Glover stated she can't help but feel that some of her colleagues are more concerned about what happens in the downtown area rather than in all of Greenville. She stated she can't support this legislation until she sees improvement in other parts of the City.

Mr. Holec reminded the City Council of the motion on the floor, which is not to adopt the resolution seeking legislation granting more flexible authority to local law enforcement officers for enforcement of ABC Laws. There being no further discussion on this matter, the Council passed the motion by a vote of 4 to 2, with Council Members Mercer and Blackburn casting the dissenting votes.

Mr. Holec then explained the remaining issue is whether to seek legislation to provide the authority for the City to levy a tax or fee on the sale of alcoholic beverages at all or a class of establishments having ABC permits with the proceeds being dedicated for law enforcement purposes. The City is required to expend significant resources to address the adverse impacts caused by certain establishments having ABC permits. An annual expense of approximately \$500,000 for law enforcement personnel is necessary in order





to maintain public safety in the downtown area due to its heavy concentration of private clubs. It is equitable to fairly apportion the expense borne by the City to the establishments causing the need for the expenditure. Mr. Holec stated the tax could be based on occupancy, size, sales, gross receipts, etc.

Council Member Joyner expressed interest in helping to offset costs, but said he is not interested in imposing a tax only in certain locations. He stated he views that as bullying that is designed to shut down bars in downtown Greenville. If there is a problem, the tax should apply to all sales of alcohol.

Council Member Mercer asked if this was passed, would there be flexibility to focus on the clubs that are creating the greatest expenditure. Mr. Holec stated there potentially could, but it would be up to the State Legislature to determine what could be done. Council Member Mercer asked to clarify that the City is simply seeking enabling legislation, but would not be required to do anything if it were passed. Mr. Holec stated he was correct.

Mr. Dixon stated political capital in Raleigh is precious and should be used wisely. He said unless there is known support for this in Raleigh, he feels it would be a waste of those resources to seek it. He stated the position of the Pitt County ABC Board is that they will challenge this request as being unconstitutional if the City Council votes to pursue it. Alcohol in Greenville should not cost consumers more than alcohol in Jacksonville or Raleigh. He stated he feels an entertainment district tax would be a better approach.

Council Member Blackburn moved to pursue this legislation in the most general terms possible. Council Member Mercer seconded the motion. The motion passed by a vote of 5 to 1 with Council Member Joyner casting the dissenting vote.

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#### NEW BUSINESS

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- Citizen involvement in the budget process

Mr. Bowers stated one of the Council Members had received an email asking that citizens be given more time to address budget issues during citizen input opportunities. There has been discussion about making the May 23, 2011 meeting a public hearing for the budget, but no specific action has been taken.



Mayor Pro-Tem Kittrell stated he is in favor of giving citizens 5-10 minutes each to speak on budget issues, with staff available to answer questions, but it has been his experience in the past that few citizens have actually come to speak at budget meetings.

Council Member Mercer recommended doubling the “per speaker” time limit from three minutes to six minutes.

Council Member Joyner said he feels citizens should be given time to address budget matters on a per-topic basis, rather than being given a set amount of time to speak on the budget as a whole. Citizens want to be part of the process and they have good ideas.

Mayor Pro-Tem Kittrell moved to allow citizens 10 minutes to speak during the budget public hearing this year, with a time limit of one hour, and to consider scheduling a public workshop on the budget in future years where citizens could meet with staff to discuss budget issues. Council Member Mercer seconded the motion, which passed by unanimous vote.

- Senator for Pitt County

Mr. Holec stated at its December 9, 2010 meeting, the City Council expressed an interest in exploring the possibility of endorsing a redistricting so that Pitt County has a Senator in the North Carolina Senate. A redistricting of the districts utilized to elect Senators to the North Carolina Senate which keeps Pitt County in a single district as much as possible would likely accomplish this result. Such a redistricting would be justified based upon the principle of maintaining communities having a common interest in the same district. It also would assist in compliance with the Whole County Provision of the North Carolina Constitution. As a result of the 2010 census data, the North Carolina General Assembly will be required to redraw the districts utilized to elect Senators to the North Carolina Senate. Likewise, the General Assembly will be required to redistrict the districts utilized to elect Representatives to the North Carolina House and Representatives to the United States House. A redistricting plan is accomplished by the adoption of a bill by the North Carolina House and Senate. If the City Council wishes to pursue the matter, a resolution could be drafted to make the official request.

Council Member Mercer stated he brought the issue up because the Census represents a natural time to have the discussion. After speaking to leaders from various sectors of the City, he is satisfied in a general way that it would be good for



Pitt County. Everyone agrees that a strong voice in Raleigh is needed. The present system provides for more legislators working on Pitt County's behalf, but he said he feels having a single person whose focus is on this area would be better.

Mayor Pro-Tem Kittrell stated in the days that there was a Senator from Pitt County, it was beneficial, but he said he is concerned about insulting the incumbents by asking that one of them cease to represent our area. If the request is not approved, it could prove detrimental.

Council Member Joyner stated he wants a strong voice in Raleigh for this area, but he feels the real issue is to work closely with whomever that might be, whether it is one person or two. He indicated he did not feel a need to change the present system.

Council Member Blackburn agreed with Council Member Joyner, stating she is concerned about diluting the strength of representation in Raleigh. She said she feels inclined to leave things as they are.

- City Council terms

Mr. Holec stated the City Council had also requested at its December 9, 2010 meeting that future discussion be scheduled for City Council terms and the possibility of adjusting them from two years to four years at staggered intervals. He gave a brief synopsis of the procedures involved in changing these terms, cautioning that the timeframe is tight if the desire is to make a change for the upcoming municipal election.

Council Member Mercer stated he would not vote for any change to impact the 2011 election because it was too rushed. He stated a desire to put the topic on the ballot for voters to decide. He asked if Mr. Holec could estimate a cost for doing so.

Mr. Holec stated the City's contract with the Board of Elections dictates that the City pay for its municipal elections, so if the item were scheduled in conjunction with the upcoming municipal election, he would expect the cost to be minimal. If the issue were to be addressed at a separate election, it would become quite costly.

Council Member Mercer moved to table the matter and ask that specific cost information be obtained by the City Attorney on adding the matter to the ballot for the next municipal election. Council Member Joyner seconded the motion.



Mayor Pro Tem Kittrell cautioned that redistricting should be kept in mind and perhaps it should all be evaluated at that time. He also mentioned the potential for elimination of the at-large seat in favor of creating a sixth electoral district.

Council Member Glover stated that currently the election for all seats occurs every two years. She stated she has no problem with going to four-year terms, but she does not like staggered terms because then you eliminate any potential cost savings. She said she supports tabling.

Council Member Blackburn supports the motion to table, but wants to be clear that she personally favors two-year terms. She feels two year terms require elected officials to be very accountable for their actions.

Council Member Mercer stated he would hold of on any further discussion on the substance of this, but he would like to amend his motion to include asking Mr. Holec to check on potential cost savings for a four-year system, both with staggered terms or all seats to be elected at once. Council Member Joyner accepted the amendment to the original motion, stating his second stands.

There being no further discussion, the motion to table the matter and ask the City Attorney to ascertain costs of adding the matter to the ballot for vote at the next municipal election, and ask the City Attorney to investigate potential cost savings associated with any change in terms passed by unanimous vote.

- EMS response times north of the Tar River

In response to a request from Council Member Smith at the December 9, 2010 City Council meeting, Fire and Rescue Chief Bill Ale provided a detailed written report to elected officials which detailed EMS response times over a period of years. He stated that Greenville Fire and Rescue (GFR) uses a widely accepted method for determining municipal emergency fire, rescue and EMS service levels. The method is a comprehensive, systematic approach of determining the basic service requirements of fire/rescue departments. It consists of eight essential components:

- Deployment of response resources
- Risk identification
- Risk expectations
- Service level objectives
- Distribution of response resources



- Concentration of response resources
- Service performance and reliability
- Overall evaluation

Chief Ale stated that, in simple terms, GFR identifies and evaluates the risks to the community, determines the actions necessary to respond, mitigate and otherwise minimize these risks and establishes response goals based on the community's expectation of acceptable performance.

When considering the deployment of resources, Chief Ale stated GFR's concern focuses on two important factors: distribution and concentration. Distribution of resources is the greatest determining factor affecting the ability to respond quickly to an emergency incident. Concentration of resources affects the ability to assemble sufficient resources to handle large emergencies and/or multiple, simultaneous incidents. GFR has strategically distributed its resources throughout the City to assure short response times and an adequate concentration to handle the fire, rescue and emergency medical risks within the community.

Council Member Smith stated she is concerned with this issue since responses are slower in her district than in some other areas of town. She is concerned not only because she lives in the area, but also because many residents there are older. Emergency response times can easily affect whether a person will live. She asked why the EMS unit was moved from Station 4. Chief Ale stated he believes it had to do with the impact of Hurricane Floyd on population in the area.

Council Member Smith expressed a belief that response times for Station 4 exceed those of other stations and said it appears the City is okay with that. She stated she is not okay with it. She stated the fact that the area has fewer calls for service does not mean their needs are any less important.

Council Member Blackburn asked if a difference of one minute in response time endangers people's lives. Chief Ale stated the risk does increase with time, but stressed that GFR deploys resources in the best way it can using a combination of EMS units and fire trucks. He stated all firefighters are trained in EMS response. The only difference in what is provided on an EMS unit versus a fire truck is a gurney.

Council Member Smith asked if the inability to transport hurts a patient's chances. Chief Ale stated he doesn't believe it does because the fire trucks respond quickly



and firefighters are able to provide the needed care. The important factor is oxygenating the brain.

- Proposed Albemarle Avenue basketball park

Planning Director Merrill Flood stated the concept of constructing an outdoor basketball complex in West Greenville was conceived through joint conversations between the Community Development Department, Recreation and Parks Department, and Police Department as a way to address the need in West Greenville for additional recreational opportunities. Such opportunities are discussed within the Center City-West Greenville Revitalization Plan and have started to be addressed through the installation of walking paths in Thomas Foreman Park, which are part of the West 5th Street Gateway Project. Such a facility might also provide an opportunity for the Police Department to further its community policing activities within West Greenville, quite possibly in conjunction with the Police Athletic League (PAL).

While only in the conceptual stage, Mr. Flood said staff believes that a carefully designed and monitored basketball complex could provide an outlet for West Greenville's youth to engage in competitive recreation in a safe atmosphere. Staff has also considered that such a complex might become a regional draw through the opportunity to host events such as three-on-three tournaments. Several sites within West Greenville have been considered, but the focus has narrowed to the former warehouse property located along Albemarle Avenue that has recently been cleared. The property's location has several inherent advantages to include proximity to residential areas yet a location in the warehouse district that is removed on most sides from residential development. Given that such a basketball complex could be noisy during busy periods, Mr. Flood stated this central but removed location seems a perfect fit.

Chief Anderson stated everyone is familiar with PAL, their accomplishments to date and how rapidly they've grown. He stated the league currently has baseball and football, but would welcome this opportunity to add basketball.

Recreation and Parks Director Gary Fenton showed a project rendering developed by Parks Planner Lamarco Morrison, stating when a piece of City land is available for recreational purposes, their ears naturally perk up. Basketball can fit into a complex urban setting, provides inexpensive outdoor recreation in close proximity to west Greenville neighborhoods, and creates a safe zone for avoidance of crime. There are loads of statistics on crime, but no real way to measure how much it has been influenced by having outlets such as this to stay out of trouble. He feels this project will have a huge impact. Estimated cost is \$650,000.



Mr. Flood reviewed the current project timeline and stated that, while not currently budgeted, if the City Council votes to pursue, involved staff will work to put together funding resources.

Council Member Blackburn stated she feels this is an exciting project and one that is well thought out. She encouraged staff to seek grant funding.

Mayor Pro-Tem Kittrell said his biggest concern is being sure the basketball park is an asset and not a liability. Not all outdoor basketball is an asset. He expressed concern about safety. Chief Anderson stated that has always been part of project discussion and will depend largely on design (lighting, fencing) and staffing

Mayor Dunn asks if there is neighborhood support. Chief Anderson stated they will pursue neighborhood support once the project is farther along.

Council Member Smith stated she fully supports the project, but does not want to associate basketball with crime. She said she likes collaboration between departments, between the City and community, and she feels this is a wonderful use of that piece of land. The location serves not only West Greenville, but is close enough to the University that students can walk there. She said she has spoken personally to some of the residents in the area and they are supportive of the project.

- Citizens police review board

Mr. Bowers stated the City Council requested at its January 13, 2011 meeting that discussion of a Citizens Police Review Board be added to the Planning Session agenda.

Council Member Glover stated she made this request because it is a City's duty, if citizens are not satisfied with things that go on in the Police Department, to do something to help them get along better. She stated she feels a Citizens Police Review Board warrants consideration due to the number of citizen complaints about not being treated fairly. She stated this applies to a broad spectrum of people, not only to her district. Charlotte, Durham and Winston Salem have similar review boards and Greenville should be able to use theirs as a basis for modeling one here.

Council Member Blackburn stated she has attended meetings and had phone calls and visits from people with concerns, but people do not want a board that would in



any way jeopardize the ability of the Police Department to operate. She said she feels the City Council should ask the hard questions based on concerns, and should determine if the department is following procedures and responding to the statistics. She stated she sees this as another layer of bureaucracy that could potentially prohibit the department from doing its job.

Mayor Pro-Tem Kittrell asked what the current resolution process is for a citizen with a grievance against the Police Department.

Mr. Holec stated if someone makes a complaint about Police action, there is an Internal Affairs file opened and an investigation is conducted by Internal Affairs. Determination is made by the Police Chief as to the appropriate action and whether charges are founded or not. Mr. Holec stated there is a limitation on what can be provided to the person who filed the complaint in terms of the action taken. Until recently, there was not much information that could be released, but now, due to changes in the law, the department is able to release certain information related to disciplinary measures taken. Although there is not a formal appeal process, a citizen could ask that the City Manager look into their concerns.

Council Member Glover stated she had filed a complaint as a citizen and an officer came to her home and recorded their conversation without her knowledge. She complained about that, but was never interviewed regarding her concerns. She stated she felt the investigation was inadequate.

Council Member Smith asked whether a review board would review all cases, or merely those where a person was not satisfied with the Police Chief's response to a complaint. If a Citizens Review Board is established, there should be stipulations for what they must review. It should be made up of citizens who are open-minded and not predisposed against the Police.

Council Member Smith also stated she feels the City could do a better job of educating its citizens about the complaint process. Chief Anderson agreed with her comment and stated the department would look into doing that if the City Council agreed. He stated they already try to provide some education when issues arise at community meetings.

- Mayor Pro-Tem selection process

Mr. Holec stated at its January 13, 2011 meeting, the City Council asked for discussion at the Planning Session on the Mayor Pro-Tem selection process. He





explained the current procedure, which is to have the City Council, at its organizational meeting, elect from among its members a Mayor Pro-Tem to serve at the pleasure of the Council. He then explained other procedures which could be established by rule or resolution related to the selection process.

Council Member Glover stated she feels the current process is too political; if someone doesn't like you, you are essentially ineligible for nomination. She stated she feels an elected official should be limited to two terms as Mayor Pro-Tem and that consideration should be given to tenure on the City Council.

Mayor Dunn said in her tenure on the Council, both experienced and inexperienced members have been elected Mayor Pro-Tem, as have both male and female members.

Council Member Glover said she feels the current process is unfair and a new process is needed.

Mayor Pro-Tem Kittrell stated he feels it is uncomfortable for those who are newly elected to be asked to make these decisions, and if the desire is to take the pressure off the new people, perhaps a schedule of rotation could be established. He stated no matter what this City Council chooses to do with regard to election of a Mayor Pro-Tem, a future City Council could change back to the current system or to something entirely different.

Council Member Blackburn stated she has immense respect for Council Member Glover's tenure, but she supported Mayor Pro-Tem Kittrell's election to that seat at the last organizational meeting. She stated it was a very stressful meeting for her to be thrown into such a difficult situation at her first meeting, but if you want to serve as an elected official, you must be willing to make the hard choices. She stated she feels a Council should be able to choose their own leaders, and that a rotating system could potentially be bad if it fell to a seat wherein the incumbent was newly elected.

Council Member Glover stated the Council isn't really choosing leaders. The Mayor Pro-Tem only steps in if the Mayor is absent.

Council Member Joyner asked what Council Member Glover would like to see happen.



Council Member Glover stated she feels the Mayor Pro-Tem should be based on tenure, or a rotation through tenure with no person service twice.

Mayor Dunn asked who she would have go first if two members were initially elected at the same time.

Council Member Mercer suggested that issue could be addressed by having the members serve alphabetically, but suggested perhaps a simple solution would be to have the person receiving the most votes in the election serve as Mayor Pro-Tem.

Council Member Blackburn again stated she has great respect for Council Member Glover's tenure, but moved make no change to the current selection process for Mayor Pro-Tem. Council Member Mercer seconded the motion, which passed by a vote of 4 to 2 with Council Members Glover and Joyner casting the dissenting votes.

- (Moved to March 3, 2011) Environmental Advisory Commission budget request

Council Member Joyner moved to delay discussion of this item and the next one to the March 3, 2011 City Council Meeting. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

- (Moved to March 3, 2011) City/GUC wellness programs
- City of Greenville 2011 Goals

Mr. Bowers stated discussion of City Goals is generally a process spread over two meetings. Since the document for 2011 is long, he recommended Council Member review the document at their leisure for discussion and decision at the March 3, 2011 meeting.

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#### COMMENTS FROM MAYOR AND CITY COUNCIL

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



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**CITY MANAGER'S REPORT**

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Mr. Bowers reminded those present that the next City Council would be held on Thursday, March 3, 2011 at 7:00 pm. There is no Monday meeting that week.

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**ADJOURNMENT**

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Council Member Blackburn moved to adjourn the meeting, seconded by Council Member Joyner. There being no further discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 11:52 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, MAY 12, 2011



A regular meeting of the Greenville City Council was held on Thursday, May 12, 2011 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. Mayor Pro-Tem Kittrell 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; Carol L. Barwick, City Clerk and Patricia A. Sugg, Deputy City Clerk

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**APPROVAL OF THE AGENDA**

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City Manager Wayne Bowers advised the City Council that V-SLEW, LLC requested their applications for rezoning and annexation of property be continued to June 9<sup>th</sup>. He also reminded them that the item related to issuance of remaining General Obligation Bonds had been continued to this meeting from the one held Monday night.

Council Member Joyner moved to approve the agenda, with changes identified by the City Manager. Council Member Glover seconded the motion, which passed by unanimous vote.

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**SPECIAL RECOGNITIONS**

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- Fair Housing Poster Contest Recognition

Community Relations Officer Cassandra Daniels recognized winners of the Fair Housing Poster Contest and, along with Mayor Dunn, presented certificates to the following:

**Student Name:** Mary Beth Gentry, Haven Best and Lauren Russell  
First Place – (Group Poster)  
**School:** Chicod Elementary – 4<sup>th</sup> grade



- Student Name:** Raegan Williams, Mauricio Villeag and Lee Toler  
Second Place – (Group Poster)
- School:** Chicod Elementary – 4<sup>th</sup> grade
- Student Name:** Destiny Garris  
First Place
- School:** Northwest Elementary – 5<sup>th</sup> grade
- Student Name:** Diona Bradley  
Second Place
- School:** Northwest Elementary – 5<sup>th</sup> grade
- Student Name:** Andrew Brown and Blake Hildebrand  
First Place (Group Poster)
- School:** Chicod Elementary – 6<sup>th</sup> grade
- Student Name:** Makayla Bullock and Amber Bryant  
Second Place (Group Poster)
- School:** Chicod Elementary – 6<sup>th</sup> grade

- Fire-Rescue Citizen Recognition – Walter Pratt

Battalion Chief Shannon Terry introduced local citizen, Water Pratt, and stated on April 16, 2011 Sherry Bishop, age 73, was at home alone when her apartment caught on fire. Citizen Walter Pratt was walking near her building when he saw flames coming out of her front door. He chose to break open a window and call out to anyone who might be inside. He coached Ms. Bishop to come towards him as he leaned his whole body into the room. In zero visibility, he reached around for her, having the presence of mind to keep his foot hooked in the window frame. He then pulled her toward himself, then up and out of the window to safety. Greenville Fire and Rescue units arrived within five minutes of the dispatch. Paramedics treated Ms. Bishop's life-threatening injuries and transported her to the hospital. She was later be transferred to the UNC Chapel Hill Burn Center. Undoubtedly, Sherry Bishop survived because of Walter Pratt's heroic actions. It is with great honor that the Greenville Department of Fire and Rescue acknowledges Mr. Pratt's selfless acts of bravery that saved the life of another. Battalion Chief Terry then presented Mr. Pratt with a certificate of appreciation from the department.



- Sustained Professional Purchasing Award

Mr. Bowers invited Mayor Dunn and Financial Services Director Bernita Demery to come forward to recognize members of the Purchasing Division for their recent achievement.

Ms. Demery stated this is the fifth year that Greenville's Purchasing Division has been one of nine municipalities in North Carolina to receive the annual Purchasing Award. As a division, achievement of this award signifies excellence in continuous improvement and demonstrates they are well-educated and take advantage of such resources as eCommerce. Ms. Demery recognized Certified Purchasing Manager Angeline Brinkley and department staff members Denisha Harris, Wanda House and Willie Moyer. Mayor Dunn presented the award to Ms. Brinkley with her congratulations.

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## APPOINTMENTS

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### APPOINTMENTS TO BOARDS AND COMMISSIONS

#### HOUSING AUTHORITY

Council Member Smith stated she wished to continue the reappointment of Sterling Edmonds to June.

#### HUMAN RELATIONS COUNCIL

Motion was made by Council Member Joyner and seconded by Council Member Mercer to appoint Bonnie Snyder to fill an unexpired term expiring September 2013, replacing Emily Carter, who resigned. Motion carried unanimously.

Council Member Joyner stated he wished to continue nomination of a replacement for Shatka Richardson to June.

#### PLANNING AND ZONING COMMISSION

Council Member Glover stated she would like to continue reappointment of Godfrey Bell to the next meeting.



Motion was made by Council Member Blackburn and seconded by Council Member Joyner to elevate Cathy Maahs-Fladung from Alternate #1 to a regular member for a three-year term expiring May 31, 2014, replacing William Lehman who is ineligible for reappointment; to elevate Charles Garner from Alternate #2 to Alternate #1 to fill an unexpired term expiring May 2013; and to appoint Ann Bellis as Alternate #2 for a three-year term expiring May 2014.

#### RECREATION AND PARKS COMMISSION

Council Member Glover stated she wished to continue her nomination of a replacement for Sue Aldridge to June.

Council Member Blackburn stated she wished to continue nomination of a replacement for Jerry Clark to June.

#### GREENVILLE BICYCLE AND PEDESTRIAN COMMISSION

Motion was made by Council Member Mercer and seconded by Council Member Joyner to appoint Allison Moran-Wasklewicz to fill an unexpired term expiring January 2012, replacing Walter Council, who resigned. Motion carried unanimously.

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#### NEW BUSINESS

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#### PUBLIC HEARINGS

- Second reading and final adoption of an ordinance authorizing expansion of an existing bus franchise by The Rupp Group, LLC, d/b/as DD Express

City Clerk Carol Barwick stated that The Rupp Group, LLC has applied to expand the operating hours of their existing bus franchise, which operates one vehicle under the trade name of DD Express. The City Council approved first reading of this franchise ordinance at its May 9<sup>th</sup> meeting.

Mayor Dunn opened the public hearing at 7:08 pm, inviting comment either for or against the proposed franchise application.

#### Christopher Rupp

Mr. Rupp stated his company wished to expand operating hours for their bus service to run any night that ECU's Pirate Express was not in operation beginning after the GREAT bus ceases its operation for the day.



Council Member Smith asked if the service was only available to students. Mr. Rupp replied that they primarily target students; however, anyone was welcome to ride their bus.

There being no one else who wished to speak, Mayor Dunn declared the public hearing closed at 7:10 pm.

Council Member Joyner moved to adopt the ordinance granting an expansion of operating hours for a bus franchise to The Rupp Group, LLC, d/b/a DD Express. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Second reading and final adoption of an ordinance granting a taxicab franchise to Mamadou Sanogo, d/b/a Liberty Cab Company

City Clerk Barwick stated that Mamadou Sanogo has applied to establish a taxicab franchise, under the trade name of Liberty Cab Company. He plans to operate two taxicabs. The City Council approved first reading of this franchise ordinance at its May 9<sup>th</sup> meeting.

Mayor Dunn opened the public hearing at 7:11 pm, inviting comment either for or against the proposed franchise application. Hearing none, she closed the public hearing at 7:12 pm.

Council Member Joyner moved to approve grant a taxicab franchise for two vehicles to Mamadou Sanogo, d/b/a Liberty Cab Company. Upon second by Council Member Blackburn, the motion passed by unanimous vote.

- Ordinance requested by Cheddar's Restaurant to amend the zoning regulations to allow signs to be placed on top of decorative roof structures

The applicant is proposing to allow wall signs to be placed on the top of a decorative roof structure as long as the sign does not extend beyond the top of the primary roof line or past the face of the decorative roof structure.

Planner Michael Dail explained current sign regulations related to placement of decorative signage on the face of decorative roof structures, which state that wall signage may be permitted on a decorative roof structure (i.e. canopies, awnings and the like), provided the top of the signage does not extend above the decorative roof structure and does not extend more than five feet above the exterior wall to which the structure is attached. Cheddar's Restaurant has requested approval to place signage on top of a decorative roof structure, provided it does not extend beyond the top of the primary roof line or past the face of the decorative roof structure. The





Planning and Zoning Commission recommends approval, with appropriate changes to existing language in the ordinance.

Mr. Dail said the proposed ordinance would state that wall signage may be permitted on the front (outside) edge of a decorative roof structure (i.e. canopies, awnings and the like), provided the top of signage does not extend above the decorative roof structure and does not extend to more than five feet above the exterior wall to which the decorative roof structure is attached. Also, wall signage may be permitted on top of a decorative roof structure (i.e. canopies, awnings and the like), provided the top of the signage does not extend above the exterior wall to which the structure is attached and provided the signage does not extend past the front (outside) edge of the decorative roof structure.

Council Member Blackburn asked if this change would set any precedent that could create sign clutter. Mr. Dail stated Staff feels this is a reasonable progression in the ordinance. Council Member Blackburn asked whether neon was permitted. Mr. Dail stated it is allowed, but it may not flash or blink.

Mr. Dail stated it is Staff's opinion that the requested change is in compliance with the Horizon's Plan, and reported that the Planning and Zoning Commission voted to approve the request at their April 19, 2011 meeting.

Mayor Dunn opened the public hearing at 7:13 pm, inviting comment in favor of the requested zoning amendment.

#### **Ron Jernigan, Chandler Signs**

Mr. Jernigan stated his company erects Cheddars' signs nationally and Greenville will be pleased to have the restaurant in their community. He stated he is available should there be any questions, but Mr. Dail did an excellent job explaining their request.

Hearing no one else who wished to speak in favor of the zoning amendment, Mayor Dunn invited comment in opposition. Hearing none, she closed the public hearing at 7:14 pm.

Council Member Joyner moved to approve the request to amend the zoning regulations to allow signs to be placed on top of decorative roof structures. Upon second by Council Member Blackburn, the motion passed by unanimous vote.

- Ordinance requested by Trade Wilco to rezone 1.31+ acres located at the southwest corner of the intersection of NC Highway 43 and MacGregor Downs Road from RA20 (Residential-Agricultural) to CN (Neighborhood Commercial)



Planner Chantae Gooby stated the property is located in Vision Area F of the Comprehensive Plan. NC Highway 43 is considered a gateway corridor between Memorial Drive and Rock Springs Road, then it transitions to a residential corridor. Gateway corridors serve as primary entranceways into the City and help define community character. Along residential corridors, office, service and retail activities should be specifically restricted to the associated focus area and linear expansion outside of the focus area node should be prohibited. MacGregor Downs Road is considered a residential corridor from its intersection with US Highway 264 to its terminus at Highway 43. Along residential corridors, office, service and retail activities should be specifically restricted to the associated focus area and linear expansion outside of the focus area node should be prohibited.

Ms. Gooby stated there is a recognized neighborhood focus area at the intersection of NC Highway 43 and MacGregor Downs Road. Neighborhood focus areas generally contain 20,000 to 40,000 square feet of conditioned floor space.

Ms. Gooby said the Future Land Use Plan Map recommends commercial (C) at the southwest corner of the intersection of NC Highway 43 and MacGregor Downs Road transitioning to office/institutional/multi-family (OIMF) to the east and medium density residential (MDR) to the interior areas. A traffic report was not generated since the proposed rezoning will not generate any additional vehicle trips on NC Highway 43.

Ms. Gooby stated the property was incorporated into the City's extra-territorial jurisdiction (ETJ) in 2001 and zoned RA20 (Residential-Agricultural). At the time of the ETJ extension, a permit had been issued for a convenience store with gasoline sales, therefore, the existing Trade Mart is a non-conforming use.

Ms. Gooby stated it is Staff's opinion that the requested change is in compliance with the Horizon's Plan, and she reported that the Planning and Zoning Commission voted to approve the request at their April 19, 2011 meeting.

Mayor Dunn opened the public hearing at 7:17 pm, inviting comment in favor of the requested rezoning. Hearing none, she invited comment in opposition to the requested rezoning. Also hearing none, she closed the public hearing at 7:18 pm.

Council Member Joyner moved to approve the request to rezone 1.31+ acres located at the southwest corner of the intersection of NC Highway 43 and MacGregor Downs Road from RA20 to CN. Upon second by Council Member Blackburn, the motion passed by unanimous vote.



- (Continued to June 9, 2011) Ordinance requested by V-SLEW, LLC to rezone 30.273 acres located along the northern right-of-way of East 10th Street and adjacent to Rolling Meadows Subdivision from RA20 (Residential-Agricultural) and RR (Rural Residential [County's Jurisdiction]) to R6S (Residential-Single-family [Medium Density])
- (Continued to June 9, 2011) Ordinance to annex V-SLEW, LLC property, involving 30.273 acres located north of NC Highway 33 at its intersection with L. T. Hardee Road and west of Rolling Meadows Subdivision
- Ordinance to annex Langston West, Section 2 involving 4.2424 acres located on Flora Drive, north of Langston West, Section 1 and west of Langston Farms, Phase 4

Community Development Director Merrill Flood showed a map depicting the proposed annexation area, which is located within Winterville Township in voting district #5. The property is currently vacant with no population. The anticipated use is 10 single-family dwellings with an estimated total population at full development of 24 people. It is zoned R-9S (Single-Family Residential). Present tax value is \$79,545, with tax value at full development estimated at \$2,179,545.

Mayor Dunn declared the public hearing for the proposed annexation open at 7:20 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, she then invited comment in opposition. Also hearing no one, Mayor Dunn closed the public hearing at 7:21 pm.

Council Member Mercer moved to adopt the ordinance to annex Langston West, Section 2 involving 4.2424 acres located on Flora Drive, north of Langston West, Section 1 and west of Langston Farms, Phase 4. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Resolution authorizing the sale of City-owned property at 410 Cadillac Street

Housing Director Sandra Anderson requested authorization to sell the City-owned property located at 410 Cadillac Street, Pitt County tax parcel number 07273, to Ms. Stacey L. Staton. The new single-family dwelling has three bedrooms, two bathrooms, and a fair market value of \$87,000, which was previously set by the City Council on June 23, 2008. Ms. Staton proposes a closing date on or before June 17, 2011, and she will occupy the home as her principal residence. Ms. Staton provided an earnest money deposit, and she has received pre-approval from her mortgage lender. Ms. Anderson stated proceeds from the sale will be used to reimburse the HOME Investment



Partnership fund for expenses involved in the home's development and construction costs.

Mayor Dunn opened the public hearing at 7:22 pm, inviting comment in favor of the proposed sale. Hearing none, she invited comment in opposition to the proposed sale. Also hearing none, she closed the public hearing at 7:23 pm.

Council Member Blackburn moved to adopt a resolution authorizing the sale of City-owned property at 410 Cadillac Street to Stacey L. Staton. Upon second by Council Member Glover, the motion passed by unanimous vote.

#### PUBLIC COMMENT PERIOD

Mayor Dunn opened the public comment period at 7:25 pm and explained procedures to be followed by anyone who wished to speak.

#### Dave Barham – PO Box 30575 - Greenville

Mr. Barham expressed his strong concern over the 10.1% unemployment rate in Greenville and indicated he'd never heard of the City addressing the issue. He urged them to look at ways to improve that rate.

As there was no one else present who wished to address the City Council, Mayor Dunn closed the public comment period at 7:27 pm.

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#### **OTHER ITEMS OF BUSINESS**

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- Authorization to submit a Lead Based Paint Hazard Control Grant Program application to the Department of Housing and Urban Development

Housing Director Anderson requested authorization to submit a Lead Based Paint Hazard Control Grant Program application to the Office of Healthy Homes and Lead Hazard Control of the Department of Housing and Urban Development (HUD) in response to a Notice of Funding Availability that City staff received on April 11, 2011. The grant's purpose is to assist local governments in the undertaking of comprehensive programs to identify and control lead-based paint hazards within eligible privately-owned rental or owner-occupied housing. The submission deadline is June 9, 2011.

At this time, Ms. Anderson stated staff is proposing to submit an application request in the amount of \$2 million to continue the City's current "Lead Safe Greenville Program". The program will include the following services:



- Eliminating lead hazards in 75 homes with children having elevated blood levels
- Conducting outreach and education programs to reach at least 4,000 individuals either through community events or enrollment of individual households
- Providing skills-training and training of lead safe work practices to at least 200 individuals engaged through partnerships with the Lead Safe Greenville Program.

Ms. Anderson stated on April 15, 2009, the City of Greenville received a grant award of \$1.9 million in American Recovery and Reinvestment Act funds for Lead Based Paint Elimination for the testing and abatement of lead in 110 homes and to create 60 jobs. That grant is scheduled to be completed by April 30, 2012. City staff has maintained a perfect program performance score of 100 out of 100 points for all reporting periods.

Council Member Joyner asked what is the average cost to rid a house of lead-based paint. Ms. Anderson stated it is approximately \$25,000.

Mayor Pro-Tem Kittrell asked how many houses have been found to contain lead-based paint. Ms. Anderson stated 87 of the 102 tested thus far have had lead-based paint.

There being no further discussion, Council Member Glover moved to authorization submission of a Lead Based Paint Hazard Control Grant Program application to the Department of Housing and Urban Development. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Resolutions authorizing condemnation to acquire certain property for the Thomas Langston Road Extension Project on Regency Boulevard

Mr. Holec stated the City has been unsuccessful in its efforts to negotiate the purchase of all of the property necessary for the construction of the Thomas Langston Road Extension Project on Regency Boulevard. The property consists of additional right-of-way along Regency Boulevard of 15 feet in width plus a 10 feet in width electrical easement and temporary construction easement. There are 9 parcels involved, and an agreement has been entered into with the owners of 3 of the parcels for the City to acquire the necessary property. The owners of the remaining 6 parcels and the City could not agree upon the purchase price to be paid by the City to the owners for the acquisition. Because of this, the use of the City's power of eminent domain to acquire the property and have a court determine the amount of just compensation is necessary. The owner and the appraised value of each parcel to be acquired through eminent domain are as follows:

| Parcel | Owner   | Appraised Value |
|--------|---|-----------------|
| 1A     | Regency Office Park Condominiums<br>Owner's Association, Inc. | \$44,098        |
| 2A     | Regency II Office Park Condominiums Owners                    | \$15,482        |



|         |   |          |
|---------|---|----------|
|         | Association, Inc.   |          |
| 3A & 4A | RDKK Development, LLC   | \$32,117 |
| 6A      | Regency VI Office Park Condominiums Owner's Association, Inc. | \$13,750 |
| 8A      | Phillip A. Lewis  | \$42,234 |

Mr. Holec stated a separate resolution would be necessary for each property.

Council Member Blackburn moved to adopt all necessary resolutions, second by Council member Joyner. There being no further discussion, the motion passed by unanimous vote.

- Issuance of the remaining 2004 general obligation bonds

Mr. Bowers stated information requested by the City Council at Monday's meeting was sent in Council packets on Wednesday. He stated all West Greenville monies have been expended and remaining funds have been distributed in accordance with a 2005 reimbursement resolution.

Mr. Bowers stated if these bonds are not issued and City resources are spent, the City's undesignated fund balance will be reduced below its 14% target amount. Staff recommends issuing the bonds, which were authorized by voters in 2004. The general theory of issuing bonds is that if you have 20 year improvements, it is reasonable to pay for them over a 20 year period so those who benefit from them are the ones paying for them. By issuing bonds and not lowering fund balance, it gives the City more flexibility. These bonds cannot be issued after November.

Following a general discussion of funding usage and the pros and cons of issuing the bond, Council Member Blackburn moved to proceed with issuance of remaining 2004 general obligation bonds. Council Member Glover seconded the motion.

Council Members Glover, Blackburn and Mercer voted in favor of the motion. Council Members Smith, Joyner and Mayor Pro-Tem Kittrell voted against the motion. Mayor Dunn voted in favor of the motion to break the tie, therefore, the motion to issue remaining 2004 general obligation bonds passed.

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**COMMENTS FROM MAYOR AND CITY COUNCIL**

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



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**CITY MANAGER'S REPORT**

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Mr. Bowers stated the next City Council meeting would be held May 23, 2011 at 6:00 pm.

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**ADJOURNMENT**

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Council Member Joyner then moved to adjourn the meeting, seconded by Council Member Blackburn. There being no discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 8:23 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, JUNE 6, 2011



A regular meeting of the Greenville City Council was held on Monday, June 6, 2011 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 6:00 pm, after which Council Member Glover 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 Carol L. Barwick, City Clerk

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**APPROVAL OF THE AGENDA**

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

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**PUBLIC COMMENT PERIOD**

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Mayor Dunn opened the public comment period at 6:04 pm and explained procedures to be followed by anyone who wished to speak. Hearing no one, she closed the public comment period at 6:05 pm.





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## CONSENT AGENDA

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Mr. Bowers introduced items on the Consent Agenda, reading out the title of each as follows:

- Minutes from the May 23, 2011 City Council meeting
- First reading of an ordinance authorizing expansion of a taxicab franchise to Mahmoud Ahmad Atiyha, d/b/a Ace Cab
- Resolution accepting dedication of rights-of-way and easements for Charleston Village, Section 6 (Resolution No. 035-11)
- Agreement with MCNC to encroach upon the rights-of-way of the public streets within the city for the installation, operation, and maintenance of a fiber optic broadband network
- Resolution amending the City of Greenville Personnel Policies relating to group health and hospitalization insurance upon retirement (Resolution No. 036-11)
- Resolution designating another level of authorization for bank disbursements to include transfers (Resolution No. 037-11)
- Budget ordinance amendment for Greenville Utilities Commission's fiscal year 2010-2011 budget (Ordinance No. 11-025)
- Ordinances adopting Electric Capital Projects Budgets for Greenville Utilities Commission's Sugg Parkway Substation and Transmission Line Projects (Ordinance No. 11-026 and Ordinance No. 11-027)
- Resolution approving a licensing agreement with AT&T Mobility Corporation (Resolution No. 038-11)

Council Member Blackburn moved to approve all items on the Consent Agenda. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.



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## NEW BUSINESS

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### PUBLIC HEARINGS

- Ordinance to Amend the Greenville Municipal Electoral Districts and Resolution Requesting Expedited Consideration by the United States Department of Justice (Ordinance No. 11-028, Resolution No. 039-11)

City Attorney Dave Holec stated that Redistricting Consultant Chris Heagarty reviewed a redistricting plan at the May 23, 2011 City Council meeting which was developed in accordance with the criteria for redistricting approved by City Council at its March 3, 2011 meeting. At that time, Mr. Heagarty summarized the feedback received at the four (4) public forums which were conducted on May 16, 17, 18, and 19, 2011 for the purpose of providing information to the public about the redistricting plan, answering questions about the plan, and receiving public input.

Mr. Holec stated a public hearing was conducted at the May 23, 2011 meeting, after which the City Council directed that Workshop Meetings with the Redistricting Consultant be scheduled on Thursday, May 26, 2011 and Tuesday, May 31, 2011 so that the public could make comments or suggestions to Mr. Heagarty. The City Council also directed that Mr. Heagarty develop another redistricting proposal having five (5) districts for electing five (5) Council Members by district and one (1) Council Member at-large while addressing the need to consider growth areas in Districts 1 and 2.

According to Mr. Holec, the Workshop Meetings were conducted as directed, and Mr. Heagarty has since worked to develop another redistricting proposal, which he will present at this meeting. Following Mr. Heagarty's presentation, a public hearing is scheduled for this meeting on the redistricting proposals, and then the City Council may consider adoption of an ordinance amending the municipal electoral district boundaries. The City Council may adopt either of the proposed plans, make a change to a proposed plan prior to adoption of the ordinance or direct that other changes be made for later consideration.

Mr. Holec explained that once an ordinance amending the municipal electoral district boundaries is approved, it will be submitted to the Department of Justice for preclearance. In order for the municipal election to be held on its regular November 8, 2011 date, preclearance must occur no later than July 20, 2011. A resolution requesting expedited consideration by the Department of Justice will assist in meeting this deadline. If preclearance does not occur by this deadline, the City



Council has previously approved a resolution in accordance with State law which will delay the municipal election until May 8, 2012. He then asked Redistricting Consultant Chris Heagarty to make his presentation to the City Council.

Mr. Heagarty began his presentation with a summary of feedback received at the two Workshop Meetings. From the first of those meetings, he heard:

- There was both discussion and disagreement about the potential effects of downtown redevelopment and revitalization projects.
- There was agreement that the consultant should develop plans which account for future growth and annexations.
- Concern was expressed about how future annexations are planned.
- Concern was expressed about delaying the election.
- There were arguments for and against the development of a plan with six districts. (Participants were told the City Council directive was to develop a plan with five districts, retaining the at-large district).
- There were concerns about factors which affect District 2's population such as the decision to close a school in one area and opening one in another.
- There was discussion about moving the area near the Convention Center into District 2.
- Suggestions were made about the possibility of giving more population to District 2 by adding some area to District 2 at its northern boundary with District 1.
- There was discussion about returning some of the area moved into District 2 near Thomas Langston Road back into District 5.
- There was interest in having the City present a projection as to where the City anticipates growth in the future, and concerns were raised about whether private developers control where the population grows.
- Questions were raised about how the college student population was addressed in the proposed plan.
- Suggestions were made that information about changes in voting districts should be provided to the neighborhoods affected.
- There was interest in the City having population figures and maps available on-line and at meetings.

Mr. Heagarty stated the first Workshop Meeting concluded with it being noted that there was another Workshop Meeting scheduled for Tuesday, May 31, 2011 at 7:00 pm.

Mr. Heagarty stated an initial draft of an alternate redistricting plan was presented at the second Workshop Meeting, and then he summarized feedback received at that meeting:



- Information was presented about the impact of downtown redevelopment and revitalization projects on population.
- Information was provided on an alternative redistricting plan that would move the convention center area from District 5 to District 2, instead of moving several neighborhoods on the western end of District 5 into District 2.
- There was more discussion about a six-district alternative plan.
- There were requests for more information listing the neighborhoods which would be impacted by the proposed redistricting plans.
- There was support for keeping some high-growth neighborhoods in District 5 rather than moving them to District 2.
- There were questions about whether any areas of District 3 had African-American neighborhoods that could be moved into District 1.
- There was discussion about moving Bradford Creek from District 1 to District 3, with the possibility of adding an alternative area to District 1 if needed.
- There were questions about moving North Campus Crossing into District 3 along with the Bradford Creek area.
- There was discussion about moving the Ironwood neighborhood to District 5 with concern about the growth near Ironwood, including a new retirement center, and questions about moving the Teakwood neighborhood to District 5.
- There were questions about creating three districts with African American majorities.
- There was discussion about how alternative plans might increase African-American voting strength in Districts 1 and 2.
- There was concern about polling places and precinct lines being incompatible with municipal boundaries

Mr. Heagarty stated he got a real genuine sense that people who attended these Workshop Meetings felt they were worthwhile. He stated he and Mr. Holec took



extra care to insure everyone who attended these meetings had the opportunity to be heard.

Mr. Heagarty stated the feedback from both the initial public forums and the two Workshop Meetings was taken into account as alternate proposals for redistricting were developed. He then summarized the original and alternate proposals.

Option A, which is the plan originally presented, sheds university voters (Caucasian) from District 1 to Districts 3 and 4. Racially diverse downtown neighborhoods switch from District 1 to District 2 to soften the impact of other changes in District 2. New, cleaner boundaries, keep communities of interest together and produce easier to understand district boundaries. District 2 receives an area from District 1 north of Dickinson Avenue near Allen Road and an area from District 5 in the southwest portion of the city along Thomas Langston Road. District 5 receives a portion of the Lynndale Subdivision from District 4. District 4 receives the area bounded by Red Banks Road, Charles Boulevard, Firetower Road and Arlington Boulevard from District 5.

Option B moves Hartford Villa Apartments, Plantation Apartments, Sandi Villa Apartments, Sheraton Village Townhomes, Ivey Court Apartments, 25 Homes in Belvedere Subdivision, and 23 Homes in Westhaven Subdivision from District 5 to District 2. It also moves non-residential areas including: Brown & Wood Auto Dealership, Hampton Inn, the Greenville Convention Center, Greenville Hilton, City Hotel & Bistro, and the Boulevard Shoppes shopping area. District 5 receives from District 2 part of the area in the southwest portion of the city south of Thomas Langston Road and Davenport Farm Road.

Option C moves the Bradford Creek Maintenance Building, the Bradford Creek Soccer Complex, the Bradford Creek Golf Course, Greenville Utilities' Wastewater Treatment Plant, Charlestowne Subdivision (Bradford Creek Neighborhood), and Deveron Subdivision (Bradford Creek Neighborhood), and two large City-owned parcels from District 1 to District 3.

In terms of voting strength and population, Mr. Heagarty reminded the City Council that current boundaries equate to a 65.04% citywide population deviation. Under Option A, that deviation drops to just 1.94%. Under Options B and C, the citywide population deviation is slightly higher with Option B at 2.68% and Option C at 4.12%.

Mr. Heagarty closed by stating he feels confident that any one of the plans presented would meet requirements to receive preclearance from the Department of Justice, and offering to answer any questions from the City Council.



Council Member Blackburn asked how many people would be involved in the move from District 1 to District 3 as presented under Option C. Council Member Smith stated 249.

Following Mr. Heagarty's presentation, Mayor Dunn opened the public comment period at 6:35 pm, explaining procedures which should be followed by anyone wishing to be heard.

Nancy Colville

Ms. Colville stated she attended both Workshop Meetings and redistricting is indeed a very complicated process. She said she feels Mr. Heagarty did an excellent job working with citizens to create alternate proposals, but she still believes the original plan, Option A, is the one in the best interest of Greenville. Ms. Colville stated Option A, as do the other two options presented, maintains two voting districts which have a majority minority population. Greenville's current voting districts also have two districts which have a majority minority population, but elected officials have a responsibility to address the needs of the rest of the community. She stated she feels citizens other than African Americans have been discriminated against.

Zack Robinson

Mr. Robinson stated he resides in District 3 and, based on options presented, he is in favor of Option C. Option C improves African American voting strength in Districts 1 and 2, while reducing the great geographic spread seen in Option A. Regarding comments made by Ms. Colville, Mr. Robinson stated it is important to understand history. Greenville is still under the Voting Rights Act, which is why he feels Greenville should go to six electoral districts. He then offered a brief synopsis of how voting was impacted by various historical events.

Sonya Smith

Ms. Smith stated she is a resident of District 5, which she hoped will extend to the back of the Convention Center under the new plan. She stated African Americans have earned the right to hold political office in cities.

Mae Stancil

Ms. Stancil stated she attended both meetings and she supports Option A.

Don Cavellini

Mr. Cavellini stated he supports Option C because it improves the numbers of African Americans in Districts 1 and 2. He stated he attended each of the public forums and workshops, and he said he believes he was present each time the City



Council discussed redistricting. He said he feels the time devoted to the process was inadequate from the start, and the most equitable way to address the issue would have been to eliminate the at-large seat and divide into six districts. The intent of redistricting is to insure fairness and it should not be treated as a mere formality, which this City Council has done.

Rufus Huggins – Former Greenville Council Member

Mr. Huggins stated he was one of the original people who helped develop Greenville's current system. At that time, the black community wanted 3 majority minority districts, but negotiated to create the at-large seat. He stated they did not really want that because a person representing a specific district will be more accountable for their actions, even though their goal is to work in the best interest of the City as a whole. He stated The Daily Reflector endorses both the at-large seat and the way the redistricting process is being rushed. Mr. Huggins said that is an offense to him, to the black community and it should be an offense to the rest of the community as well. He stated if you refuse to look at something properly, it is impossible to do the right thing, but he thanked the Consultant for doing a tremendous job with the instructions he was given.

Brenda Highsmith – Simpson

Ms. Highsmith stated she has been out of town for most of the past month. She admits she is not up to speed on the redistricting process as a whole, but it sounds to her as if the City is trying to give an electoral advantage to one race over another. She said she finds that offensive as voters have a responsibility to elect the candidate most qualified to do the job.

Helen Horne

Ms. Horne stated a person should know the history of African Americans before being allowed to make comments. Black Americans built this country and if people knew the history, everyone would be treated equally.

Hearing no one else who wished to speak on the matter of redistricting, Mayor Dunn closed the public hearing at 6:53 pm.

Council Member Blackburn thanked those citizens who offered their comments and she thanked Mr. Heagarty for presenting well thought out plans. She expressed her support for Option B, which allows some improvement of minority presence in District 2. Although she said she would welcome the additional population brought into District 3 by Option C, she feels Option B is the better plan for a growing city.

Council Member Smith stated the redistricting process has been long, tedious and hard. Many citizens do not realize that Greenville is charged with certain



responsibilities under the Voting Rights Act and as such, must maintain two districts with a majority minority voting age population. She stated the attempt to redraw lines to insure Districts 1 and 2 meet that requirement has not been a mere request by herself or Council Member Glover to do so. She expressed her support for Option C, stating that Bradford Creek was a good contiguous area to move into District 3.

Council Member Joyner thanked Mr. Heagarty for his work based on the City Council's direction and stated that although his district was losing the most population, he feels the plans drafted were fairly done. He moved to adopt the Ordinance and related map to redistrict based on Option C. Council Member Smith seconded the motion.

Council Member Glover also thanked Mr. Heagarty and those citizens who participated in some aspect of the redistricting process. She said she wished more citizens understood the process and why it had to be done.

Council Member Blackburn stated she wanted to stress, before a vote is taken, that Option C represents a significant geographic change in District 3 and puts the population above the target by 208 people with the potential for significantly more.

Council Member Mercer expressed his support for Option B, stating that although the deviation created by Option C is still within prescribed guidelines, he feels it unnecessarily tips the scales.

Mayor Pro-Tem Kittrell commended his colleagues for their efforts to create trade-offs that might lead to consensus, and expressed his support for Option C. With regard to the at-large seat, Mayor Pro-Tem Kittrell stated he feels that seat sees what each district needs and wants, and is in a position to address those issues without regard to color, address or other factors. He stated he feels it is good to have at least one elected official who is accountable to the entire town.

Mayor Dunn stated that she feels the process overall has been a good one, resulting in a number of options which would meet the legal requirements for redistricting. In the end, some citizens will be happy with the changes and others will not, but that is part of democracy.

There being no further discussion, the motion to adopt the Ordinance and related map to redistrict based on Option C passed by a vote of 4 to 2 with Council Members Blackburn and Mercer casting the dissenting votes.





Mr. Holec then reminded the City Council of the need to adopt a resolution requested expedited consideration of the redistricting plan by the Department of Justice.

Council Member Mercer moved to adopt the resolution referenced by Mr. Holec. Council Member Blackburn seconded the motion, which passed by unanimous vote.

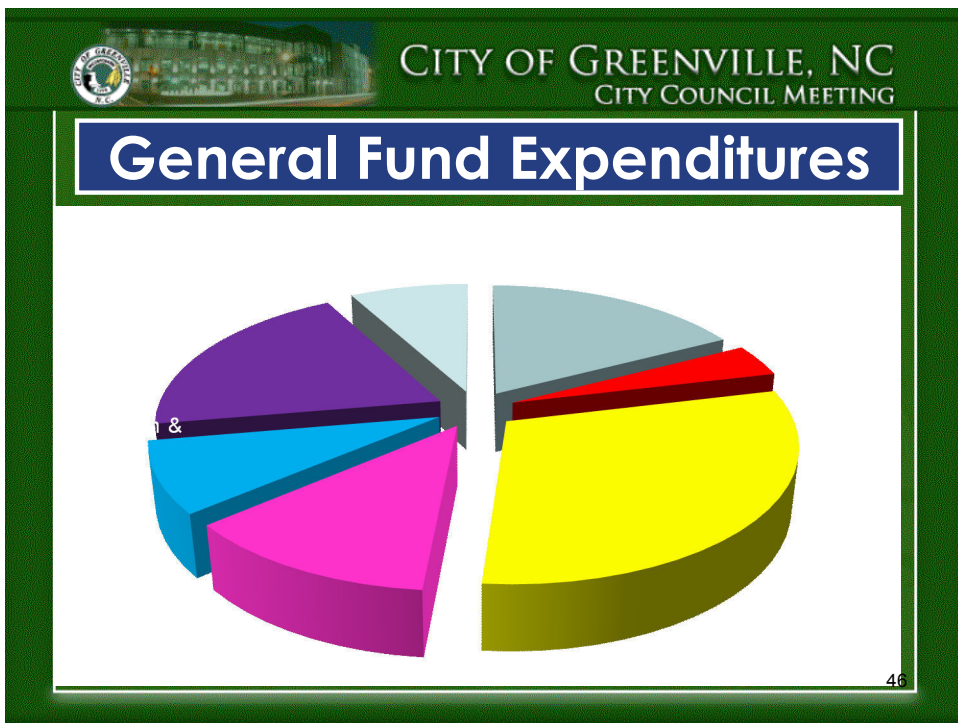
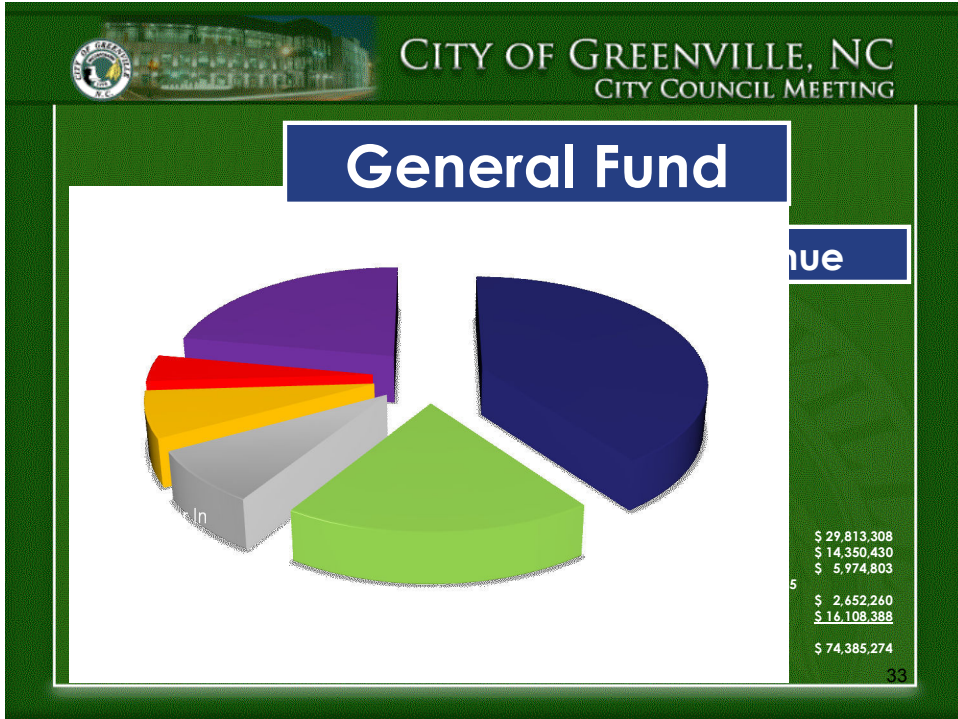
- Public hearing on the proposed fiscal year 2011-2012 budgets
  - Pitt-Greenville Convention and Visitors Authority
  - Sheppard Memorial Library
  - Greenville Utilities Commission
  - City of Greenville

Mr. Bowers provided summary information on total budget by entity.



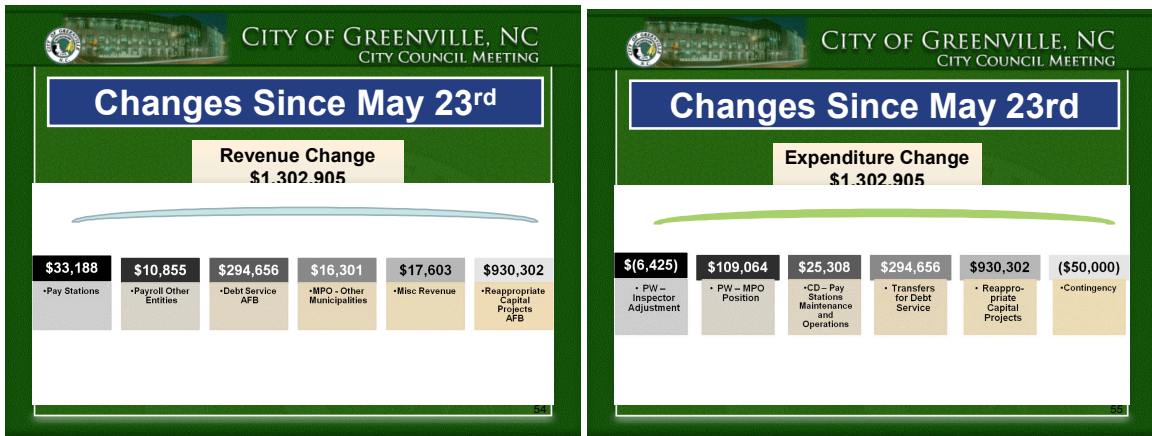


He then reviewed General Fund revenues and expenditures.





Mr. Bowers discussed the following changes since budget discussion at the May 23, 2011 Council meeting:



He identified the following projects to be carried over from the current fiscal year:

**List of the Projects that are Carryovers**

| DESCRIPTION                            | AMOUNT            |
|--|-------------------|
| Fire Safety                            | \$ 13,900         |
| Bleachers                              | 8,021             |
| Evans Park Pedestrian Bridge           | 76,425            |
| Kristin Drive Playground               | 35,199            |
| Eastside Park                          | 11,500            |
| Financial Management System Consultant | 75,000            |
| City Hall Admin. Facility              | 36,861            |
| Sidewalk Construction                  | 598,396           |
| King George Road Bridge Replacement    | 75,000            |
| <b>TOTAL:</b>                          | <b>\$ 930,302</b> |

Mr. Bowers reported the Joint Pay and Benefits Committee meets on Tuesday and their report should be available for Thursday's meeting.



Council Member Joyner stated he would prefer the 1.5% salary increase for employees be awarded as a market or cost of living adjustment rather than as a merit increase.

Mr. Bowers acknowledged concerns about merit increases, but stated if the long term practice was to be award of market or cost of living adjustments, some form of automatic step adjustment should be considered to allow a mechanism for employees to move up within their pay scale and avoid compression problems.

Council Member Joyner stated the City needs to look at ways to maintain or increase its services, but at reduced costs. He recommended the use of suggestion boxes with monetary rewards for individuals who made suggestions that resulted in cost savings to the City.

Mayor Dunn mentioned that management has, in the past, advocated for front yard refuse collection services, but past City Councils have voted to keep backyard service.

Council Member Blackburn said she likes the suggestion box idea, but recommended consideration be given to keeping backyard collection service for those residents who already have it.

Council Member Joyner moved to grandfather backyard collection service for those who have it now, and for those with physical disabilities. Council Member Mercer seconded the motion, which passed unanimously following a brief discussion of the matter.

Council Member Glover left the meeting at 8:20 pm.

Mayor Dunn opened the public hearing to discuss budget issues at 8:22 pm, noting the policy change that allows speakers to have up to ten minutes. She then invited anyone wishing to speak on the budget to come forward.

#### Don Cavellini

Mr. Cavellini stated something as monumental as the City's budget should have comments. He commended the City Council for their rejection of major benefits for new hires upon their retirement. Mr. Cavellini stated the 10<sup>th</sup> anniversary of September 11<sup>th</sup> is rapidly approaching. There was exemplary support for first responders during the first few years, but that seems to be gone now. Local first responders have not had a raise in three years. He stated he agrees with Council Members Blackburn and Joyner that there should be a cost of living adjustment for



all public workers, but there is no way to get out of the budget crunch without raising revenues. Mr. Cavellini said he feels it is time to ask the State Legislature to allow Greenville to have a progressive income tax.

#### Zack Robinson

Mr. Robinson encouraged the City Council to meet regularly with public worker unions in this town for firefighters, police and other workers. Meetings with unions are a basic human right. Mr. Robinson stated he also wanted to address revenues after hearing Mr. Cavellini's comments. Pitt County and Greenville are home to the University Health System, which takes in a considerable amount of revenues each year. He questioned why they are exempt from paying taxes.

#### Dave Barham

Mr. Barham stated before the City Council considers raising any taxes, it should insure it has cut all the fat. He asked if the City owns any vacant land or buildings it could sell. With unemployment at 10.1%, he urged the City Council not to consider raising taxes on citizens or businesses.

There being no one else present who wished to speak on the budget, Mayor Dunn closed the public hearing at 8:31 pm.

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### **OTHER ITEMS OF BUSINESS**

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- Presentations by boards and commissions
  - Planning and Zoning Commission

Vice-Chair Godfrey Bell stated the Planning and Zoning Commission is responsible for the review, recommendation and approval of land development within Greenville, which now consists of 65 square miles. The Commission consists of 12 members, of which 9 are City residents and 3 are County. They have a voting strength of 9 members, of which 7 are City and 2 are from the ETJ. The Commission meets every third Tuesday at 6:30 pm and its meetings are televised. There is open discussion with the public. Mr. Bell stated the Commission works closely with Community Development and the City Attorney's office, and most of their cases come through the application process through Community Development. He offered a brief summary of the types of applications received during the past year and stated he feels there has been a decrease in the number of requests during the past year as a result of economic conditions.



- Redevelopment Commission

Chairman Bob Thompson stated the aim of the Redevelopment Commission is to improve the quality of life by enhancing the economic potential of the City. He stated they've had some measurable successes, such as the ribbon cutting last week at Five Points Plaza and completion of the West Fifth Street Gateway, for which he extended thanks to the Eppes Alumni Association for their assistance in making that possible. Mr. Thompson stated the Commission was involved in establishing pay startions in the downtown area and setting up rotating artwork at Cotanche Plaza. He stated they are working on a Public Art Master Plan and are involved in work on the Town Common Master Plan. He stated they will continue to work on the State Theatre renovation, the Magnolia Arts fund raising effort, and facility development for the GO Science Center.

- Redevelopment Commission work plan and budget for 2011-2012

Planner Carl Rees explained that the Redevelopment Commission was established in 2003, made up of seven members who are appointed by the City Council. They are authorized by North Carolina General Statutes to purchase and sell real property, enter into contracts and pursue redevelopment and economic development projects. In January 2006, the Commission adopted its Center City – West Greenville Revitalization Plan, which calls for them to develop an annual work plan and budget to run concurrently with the City's fiscal year.

Mr. Rees stated key plan components of the plan for West Greenville Neighborhoods include:

- Define the neighborhoods in West Greenville
- Provide economic stimulus and commercial services
- Increase home ownership
- Create pride and remove the stigma
- Improve safety and security in the neighborhoods
- Improve infrastructure
- Provide new entrances and define the edges

Key plan components of the plan for the Urban Core include:

- Leverage large attractions
- Emphasis on mixed use developments
- Develop new entrance on Evans Street



- Increase amenities and green space
- Improve Infrastructure
- Create residential opportunities
- Create linkages to University and neighborhoods
- Develop business recruitment and retention programs
- Increase night and weekend activity in the Uptown Commercial District

Mr. Rees then presented the proposed budget as follows, and recommended approval.

|                                   |   | Carryover from<br>10' - 11' Budget    2011 - 2012 Budget |                     |
|-----------------------------------|---|--|---------------------|
| <b>West Greenville Bond Funds</b> |   |  |                     |
| Acquisition:                      | Per acquisition list in RDC Annual Work Plan                            | \$0.00   | \$0.00              |
| 113-4665-452.50-00®               |   |  |                     |
| Business Relocation:              | Business relocation payments in accordance with adopted relocation plan | \$0.00   | \$0.00              |
| 113-4665-452.70-00®               |   |  |                     |
| Demolition:                       | Demolition of structures acquired by RDC; right-of-way clearance        | \$0.00   | \$0.00              |
| 113-4665-452.55-00®               |   |  |                     |
| Infrastructure:                   | Design of West 5 <sup>th</sup> Phase II Streetscape                     | \$178,530.00   | \$105,000.00        |
| 113-4665-452.63-00®               |   |  |                     |
| Construction:                     | Activities for WG Basketball complex and incubator projects             | \$30,000.00  | \$103,530.00        |
| 113-4665-452.03-00®               |   |  |                     |
| Development Financing:            | Business plan competition & building blocks grant                       | \$116,584.00   | \$116,584.00        |
| 113-4665-452.72-00®               |   |  |                     |
| <b>Totals:</b>                    |   | <b>\$325,114.00</b>                                      | <b>\$325,114.00</b> |



|   |   | Carryover from 10 '11 Budget | 2011 - 2012 Budget    |
|---|---|------------------------------|-----------------------|
| <b>Center City Bond Funds</b>               |   |                              |                       |
| Acquisition:                                | Per acquisition list in RDC Annual Work Plan                                      | \$67,379.00                  | \$67,379.00           |
| 114-4666-452.50-00@                         |   |                              |                       |
| Demolition:                                 | Demolition of structures acquired by RDC; right-of-way clearance for streetscapes | \$80,050.00                  | \$80,050.00           |
| 114-4666-452.55-00(R)                       |   |                              |                       |
| Design and construction of public projects: |   |                              |                       |
| Infrastructure:                             |   | \$1,244,828                  | \$1,500,000.00        |
| 114-4666-452.63-00@                         |   |                              |                       |
| Development Financing:                      | Business start-up grants, business retention, expansion and attraction incentives | \$30,955.00                  | \$120,000.00          |
| 114-4666-452.72-00@                         |   |                              |                       |
| <b>Totals:</b>                              |   | <b>\$1,423,212.00</b>        | <b>\$1,767,429.00</b> |

A motion by Mayor Pro-Tem Kittrell to approve the Redevelopment Commission work plan and budget, seconded by Council Member Joyner, was then approved by unanimous vote.

- Other Post-Employment Benefits (OPEB) irrevocable Trust Fund required changes

Financial Services Director Bernita Demery stated that, beginning in fiscal year 2006-2007, the City and other public employers were charged with new Governmental Accounting Standards Board (GASB) regulations to more actively manage increasing obligations incurred by making available Other Post-Employment Benefits (OPEB). In November 2008, the City Council approved making a contribution of \$250,000 into a State-managed fund that would accumulate funds annually to address this liability. The City's contributions have been deposited into an irrevocable trust created and managed by the North Carolina State Treasurer for the Local Government OPEB Fund. This pooled Fund has been used by local governments to accumulate all or some of its annually required contribution for OPEB. Prior to commencing contributions into this fund, the City Council authorized a Contribution Agreement.





Effective June 30, 2011, GASB is requiring changes in the administration of the Fund. Under the existing Fund, reporting requirements would be at the State level, thus the General Assembly has changed the fund into an investment fund. As a result, the City and the other participating municipalities will have to establish an irrevocable trust that meets the requirements of GASB. In order to complete this additional requirement, the City will have to complete the following:

- Establish a Trust Agreement
- Identify Trustees for the Trust
- Resubmit a Contribution Agreement

The Local Government Commission (LGC) has provided a draft Trust and Contribution Agreement which has been reviewed by the City Attorney's Office and the City's Auditor, McGladrey and Pullen, to ensure compliance with GASB regulations. Staff recommends the appointment of the City's Finance Officer, the City Manager, and one member from the City Council to serve as Trustees. This recommendation is consistent with LGC suggestions.

Mayor Pro-Tem Kittrell moved to approve the agreement, seconded by Council Member Blackburn. The motion passed by unanimous vote.

- Revised Financial Policy Guidelines

Financial Services Director Bernita Demery stated the purpose of the Financial Policy is to provide parameters for operation and evaluate the City's financial strength. It is reviewed by rating agencies and other third parties. Significant revisions include changes to the Capital Improvement Budget, Capital Reserve and Cash Management sections. She stated the policy should be updated periodically to insure it is consistent with current practices.

Council Member Joyner moved to approve the revised Financial Policy Guidelines. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

- Resolution providing for the issuance of \$3,225,000 General Obligation Public Improvement Bonds, Series 2011

Ms. Demery stated the issuance of the above referenced bonds was approved at the previous City Council meeting. She asked that the City Council adopt a resolution establishing a sale date of June 15, 2011.



Council Member Blackburn moved to adopt the resolution, seconded by Council Member Mercer.

Council Member Joyner expressed concern about issuing the full amount. He asked how much the annual debt service would be.

Ms. Demery estimated about \$234,000 annually for 20 years.

Following a brief explanation by the City Manager of the bond issuance process, and a statement from the City Attorney that Council Member Glover's vote would count as affirmative since she was not formally excused before leaving the meeting, the City Council voted 5 to 1 in favor of adopting the resolution, with Council Member Joyner casting the dissenting vote.

- Budget ordinance amendment #11 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57), amendment to Administrative Facilities Project Fund (Ordinance No. 04-84), amendment to Insurance Loss Reserve Fund (Ordinance No. 94-140), amendment to Public Works Yard/Beatty Street Project Fund (Ordinance No. 08-11), amendment to Stormwater Drainage Project Fund (Ordinance No. 06-66), and amendment to Drew Steele Center Project Fund (Ordinance No. 09-42)

Mr. Bowers stated these are items the City Council has seen at various times throughout the year and this amendment is essentially a cleanup of items for the end of the fiscal year.

Following general discussion of items included in the ordinance, Council Member Blackburn moved to adopt the ordinance. Council Member Joyner seconded the motion, which passed by unanimous vote.

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#### **REVIEW OF JUNE 9, 2011 CITY COUNCIL AGENDA**

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The City Council did a cursory review of the June 9, 2011 City Council agenda and reviewed nominations for appointments to Boards and Commissions.



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**COMMENTS FROM MAYOR AND CITY COUNCIL**

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

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**CITY MANAGER'S REPORT**

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City Manager Bowers offered no comments.

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**ADJOURNMENT**

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Mayor Pro-Tem Kittrell moved to adjourn the meeting, seconded by Council Member Joyner. There being no further discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 9:50 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
JOINT MEETING OF THE GREENVILLE CITY COUNCIL  
AND THE GREENVILLE UTILITIES COMMISSION  
TUESDAY, JANUARY 11, 2011



Having been properly advertised, a special joint session of the Greenville City Council and the Greenville Utilities Commission (GUC) was held on Tuesday, January 11, 2011 in the GUC Board Room, located on the second floor of the Greenville Utilities Office Building at 401 S. Greene Street in Greenville, with Mayor Patricia C. Dunn presiding for the City Council and Chairman J. Freeman Paylor presiding for the GUC. Mayor Dunn GUC Chair Paylor called the meeting to order at 6:30 pm, with a quorum of both boards present.

Those present from the City Council:

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

Also present from the City:

Wayne Bowers, City Manager; David A. Holec, City Attorney; and Carol L. Barwick, City Clerk

Those present from the Greenville Utilities Commission:

Chairman J. Freeman Paylor, Vice-Chair Julie Carlson and Board Members Don Edmonson, Stan Eakins, Virginia Hardy, John Minges and Wayne Bowers

Also present from GUC:

Ron Elks, General Manager/CEO; Tony Cannon, Assistant General Manager/COO; Amy Quinn, Executive Assistant to the General Manager; Phillip R. Dixon, Attorney and Jean Forrest, Recording Secretary

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**APPROVAL OF THE AGENDA**

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Upon motion by Council Member Mercer and second by Council Member Glover, the Greenville City Council unanimously approved the agenda.

Upon motion by Board Member Eakins and second by Board Member Hardy, the Greenville Utilities Commission unanimously approved the agenda.

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**TOTAL COMPENSATION PRELIMINARY REPORT**

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City Manager Wayne Bowers gave a brief process overview of the ongoing Compensation and Classification Study.



GUC General Manager/CEO Ron Elks introduced Ruth Ann Eledge (present) and Linda Cobb (via telephone) from Waters Consulting Group and turned the floor over to them for their presentation.

Ms. Eledge stated areas of the study completed to date include job analysis, job evaluation, identification of goals and objectives and a survey of salaries, benefits and pay practices in both the public and private sectors. Study areas still in process include development of a compensation philosophy, designing a salary structure and developing a system to administer the resulting pay plan.

When Waters last met with the City and GUC, discussion focused on the status of the study and how to move forward. The two boards asked that Waters look at a total compensation package in terms of how the City and GUC stack up within the market. Tonight we will discuss the classification and compensation study status, define what makes up a total compensation package, analyze how the City and GUC compare to both public and private sector data, discuss methodologies, discuss a proposed compensation philosophy and review retiree benefits.

Ms. Eledge stated that, in simple terms, a total compensation philosophy is how an organization values and commits to its employees, with the goal being to attract, retain and motivate qualified employees. In the classic definition of total compensation, there are three components: direct pay, benefits and rewards. Direct pay is wages and salaries. Benefits include medical insurance, worker's compensation, paid leave, and retirement. Rewards are things like merit pay and bonuses. Ms. Eledge stated that the primary focus of this presentation will be direct pay and benefits; what the City and GUC do currently and how that compares to similar organizations.

Public sector salary data is fairly easy to collect since it is subject to the open records law. Ms. Eledge stated that Waters collected data for 150 similar positions and applied geographic adjustments where necessary. Data was aged to July 1, 2011, and averaged for each position surveyed. To analyze public sector benefits, an average cost per year for all benefit types was calculated based on info collected from respondent towns.

To get private sector data, Ms. Eledge stated they looked at sources available and determined that the most accurate information would come from published private sector salary data, rather than from the Bureau of Labor Statistics (BLS) Report, which does not allow extraction of individual position types and which includes many positions which are not comparable to City or GUC jobs. Salary data was primarily obtained through Mercer, Watson/Wyatt and Capital Associated Industries. The BLS Report was used, however, to gather benefit data for comparably sized employers. The adjustment factors used for public sector data were applied to private sector data.

Ms. Eledge observed that the private sector tends to place higher emphasis on direct pay and lower emphasis on benefits, while public sector tends to do the reverse. The City



Council and GUC will soon need to determine if they wish to continue that approach, and will need to determine how they want future pay ranges to compare to market data. In other words, should the midpoints for each pay range be at market, or should they be slightly above or slightly below? Ms. Eledge stated that Waters recommends targeting midpoints at market, which balances employer costs with compensation needs, allows each organization to continue being competitive within the market, and provides flexibility for responding to market changes.

Mr. Bowers asked why any organization would want to be above market. Ms. Eledge replied that organizations having highly specialized needs, such as those dealing with cutting edge technology, find it necessary to attract personnel with specific skills. As most people will not leave an organization until their pay is 10-15% below what they could get elsewhere, these types of organizations might tend to pay slightly above market.

Council Member Joyner asked where the City falls currently. Ms. Eledge stated the City is currently paying within 2%-3% on either side of market now, depending upon the position.

Council Member Blackburn asked if that included salary and benefits. Ms. Eledge stated it is based on pay rates. Both the City's and GUC's benefits are similar to public sector and a little better than private sector.

Council Member Blackburn asked how those employees who have been on payroll for awhile compare to market, noting that raises have not been granted in a few years. Ms. Eledge stated their evaluation has been focused on average salaries, but they could study based on time in position if that was the Council's desire. She noted that a 15 year employee should be at midpoint.

Mr. Bowers stated that, as a city manager, he has been through similar studies with other organizations, and as such, he would support the Waters recommendation to develop a pay structure at market. If a decision is made to pay below market, it sends a poor message to employees, but as a public sector organization, choosing to pay above market sends an unpopular message to taxpayers.

Council Member Joyner asked if the Council and GUC Board are being asked to make a decision now. Mr. Bowers stated the consultant needs one. Council Member Joyner stated he can't make a decision without having some time to study what is being presented. He said he would have liked to have had the information being presented prior to the meeting. Mr. Bowers stated a decision is not required at this meeting, and even when one is made, it isn't necessarily final. Once the consultant has plugged in numbers based on the direction taken by the boards, it is possible they may show the City and GUC can't afford that particular decision, or they may show it is possible to do better.



Council Member Blackburn stated once ranges are set, won't some need to be above market value because those positions are hard to fill? Mr. Bowers some candidates may get higher offers based on what they bring to the table.

Ms. Eledge stated it would be helpful to know if the City and GUC wishes to continue they course they are currently on, or if they wish to modify. The next steps are to get direction on pay policy so they can develop pay ranges based on that direction, then review these proposed ranges with the leadership team, discuss options and costing, then adopt a formal plan. After that, there will be a final report followed by communication and training.

Council Member Joyner asked if Ms. Eledge could provide public section data just for Eastern North Carolina. Ms. Cobb replied that each individual public sector organization is listed in a larger booklet which was to be distributed later, but suggested Ms. Eledge go ahead and pass those out.

While Ms. Eledge distributed booklets, Ms. Cobb quickly explained the contents of the booklets and referred Council Member Joyner to page 27 for North Carolina data. She cautioned everyone that actual salary data relates to specific positions for which they collected data.

Council Member Blackburn asked about exempt employees versus non-exempt employees. Ms. Eledge stated exempt employees do not receive overtime wages, while non-exempt employees are compensated for overtime. She stated that distinction has been included in the analysis to insure matches are comparable.

Board Member Eakins asked about the value of a retirement benefit which allows an employee to retire with paid medical coverage. He acknowledged the difficulty in putting a value on that for quantitative purposes, but stated it is a value that cannot be ignored because there is a cost to the employer for providing it. Ms. Eledge stated some organizations survey their employees to ask for a ranking of how they value their benefits. Those are typically organizations struggling to provide benefits; they need to look at what they can afford and determine what is most valuable to employees. The City and GUC are looking at things on a much broader basis.

Council Member Joyner asked for data on the number of people who have retired and who are still drawing health insurance benefits. If the number is small, it could be a non-issue.

Board Member Eakins said what is really needed is the total that will accumulate over time.

Council Member Glover stated that would be difficult to predict because some employees begin work at a younger age and may retire earlier, and as a result draw the benefit for a longer period of time, while others begin work at a later age.



Ms. Eledge stated general trends show that Greenville and GUC are competitive with both private and public sector employees. Just because other organizations are doing a certain thing does not make it the right thing to do.

Mayor Pro-Tem Kittrell stated everyone here wants to live up to their obligations to employees. He asked if there are cities that are failing to do that by having lay-offs or furloughs. If so, it would be prudent to determine what got them into trouble so that the City and GUC do not go down the same path.

Ms. Eledge stated they have some clients in that position, but trouble spots boil down to fiscal instability and unsound decision-making. She stated the chief problem is in failing to project future costs of contracts.

Board Member Edmonson suggested the Council and GUC study the materials provided for a few days then come back together to discuss further. Council Member Joyner expressed agreement with that idea.

Vice-Chair Carlson stated information was given for a selected number of jobs, but the Council really seems to want the nuts and bolts. In order to get that, the boards must give Ms. Eledge a philosophy to pursue.

Council Member Blackburn stated it has already taken several months to get the two boards together for this meeting, and to meet again would require an adequate public notice period. She then moved to select the "at market" option as a point for going forward so Ms. Eledge's group can develop further information for consideration.

Council Member Mercer seconded the motion, adding that he would also like to see the value of retiree medical insurance. He stated he is still a little unclear, but since it is not a final commitment, he can support the choice for the sake of data analysis.

Council Member Joyner stated he would vote against the motion because he does not believe in supporting anything for which he has just been handed the data. He said he wants at least three days to review before voting.

Mayor Pro-Tem Kittrell agreed with Council Member Joyner's point about getting information in advance of being asked to make a decision, but stated he feels the motion is merely to give the consultant a starting point since the Council and GUC will have an opportunity to adjust up or down.

Council Member Glover asked if this is a direction. She stated she wants to be sure everyone is compensated fairly.





Mayor Dunn then called for a vote on the motion made by Council Member Blackburn. The motion to support the “at market” passed by a vote of 5 to 1 with Council Member Joyner casting the dissenting vote.

Vice-Chair Carlson then made the same motion on behalf of GUC. Board Member Edmonson seconded the motion, which passed by unanimous vote.

There being no further discussion related to the preliminary report on total compensation, Mayor Dunn and GUC Chair Paylor called a short recess at 8:37 pm. She reconvened the meeting at 8:46 pm,

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**RETIREE HEALTH INSURANCE REPORT  
OTHER POST EMPLOYMENT BENEFITS (OPEB)**

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City Manager Bowers stated this is a follow-up to discussion in August about Other Post Employment Benefits (OPEB). From that discussion, he feels there are five possible strategies to consider:

- Modify benefits
- Modify eligibility
- Plan design changes or wellness initiative
- Increase pre-funding of OPEB liability
- Combination of all of the above

Mr. Bowers stated that realistically, the City and GUC should look at a combination of all strategies to determine which options address not only the best interests of the City and GUC, but the employees of each as well. The actuarial data distributed addresses only the first two options, and data can be influenced by a wide range of factors such as the age at which employees retire, how long employees live after they retire, the quality of their health while they live, etc.

Mr. Bowers stated most of the current unfunded liability comes from people who are already in the system. Benefits to those individuals must continue to be paid. The advantage to the City and GUC will come years down the road when employees who are not accruing these same benefits are retiring. Making fairly significant changes now will not translate initially into significant cost reductions.

He then discussed options for consideration to modify the benefit structure to result in future cost savings and reduce the City’s unfunded liability. He stressed that benefits for those employees already having 20 or more years of service could not be changed. For those employees with less than 20 years of service, options under consideration include leaving the post-retirement benefit structure as is, or developing a tiered structure which



utilizes age and service longevity to determine eligibility for the benefit and the amount paid for those who are eligible.

Council Member Blackburn asked if these changes would impact employees already working for the City or GUC. Mr. Bowers stated they would apply to employees who have less than 15 years of service. Council Member Blackburn stated she would like to see how much change these scenarios will have on near-term annual budgets. She questioned whether amortizing over a significant period so there is little impact on the City as a whole, but sweeping changes for individual employees is really worth doing.

Mayor Pro-Tem Kittrell stated he doesn't think it is realistic for an employee to expect 95% of his or her health insurance costs to be paid post-retirement, but he doesn't want to take away that benefit if it's reasonable to continue it. Having it could be a retention factor.

Council Member Joyner stated he feels emphasis should be placed on rewarding people for healthier lifestyles. Some insurance companies give people who don't smoke or who exercise regularly a lower premium. He stated he feels employee input on this is crucial and their views should be known when the City Council and GUC are asked to make a final decision. Council Member Blackburn agreed, and suggested a survey be done to determine what is most important to employees.

Mr. Elks stated any change made to the benefit structure will require a significant passage of time for the benefit of the change to be visible. That is why prefunding is such a great opportunity. The numbers going forward do not include additional prefunding, but are based on prefunding that has been done to date.

Mr. Bowers stated if the City and GUC were fully funding, an 8% annual payment would be necessary.

Board Member Eakins stated a chart showing what is being paid currently and what must be paid over the next 30 years would be helpful.

Council Member Blackburn asked how employee turnover will impact numbers. Mr. Bowers stated the actuarial study projects a certain assumption of turnover, but if turnover is greater than projected, it's good in terms of these numbers.

Council Member Joyner asked about health care cost projections for each year. Mayor Dunn stated health insurance has increased 6%-8% annually except during this past year. Council Member Joyner asked if the Council could look at Wellness initiatives at the Planning Session scheduled for the end of the month.

Mayor Dunn stated it may or may not be possible for the City and GUC to continue providing the same level of health care it currently does based on the rate of premium increases.



Mr. Bowers stated all he needs currently is feedback on which possible scenarios the Council wishes to pursue. Mr. Elks stated he needs similar feedback from the GUC. The actuary can be brought in to a future meeting to address specific questions.

Board Member Hardy stated the Council and GUC members are having difficulty understanding this data, so it is imperative that it be presented to employees at a level so they can understand it.

Council Member Blackburn said she just doesn't believe the projections suggest a sufficient reduction of burden on the City and GUC to justify the possible hardship it could cause an employee if the benefit were eliminated.

Board Member Edmonson asked if the decision were to leave benefits as is, would a tax increase be necessary? Mr. Bowers stated either revenues would have to be increased or expenses would have to be cut elsewhere.

Mayor Pro-Tem Kittrell recommended pursuit of the strategy which combines modifications to benefits and eligibility, considers plan design changes and wellness initiatives and increases pre-funding for OPEB liability, and to share options with employees to get their feedback. The City Council and GUC agreed by consensus and Mr. Bowers stated he would gather additional data and schedule the actuary to come to a future meeting to address specific questions.

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**ADJOURNMENT**

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There being no further discussion, Council Member Joyner moved to adjourn the meeting at 9:43 pm. Council Member Blackburn seconded the motion, which was approved by unanimous vote. Mayor Dunn adjourned the meeting for the City Council at 9:43 pm.

There being no further discussion, Board Member Edmondson moved to adjourn the meeting at 9:43 pm. Board Member Eakins seconded the motion, which was approved by unanimous vote. Chairman Paylor adjourned the meeting for the Greenville Utilities Commission at 9:43 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
JOINT MEETING OF THE GREENVILLE CITY COUNCIL  
AND THE GREENVILLE UTILITIES COMMISSION  
THURSDAY, FEBRUARY 17, 2011



The Board of Commissioners of the Greenville Utilities Commission (GUC) met in joint session with the Greenville City Council at 12:00 PM on Thursday, February 17, 2011 in GUC's Board Room with the following members and others present and Mayor Pat Dunn and GUC Chair Freeman Paylor presiding.

Commission Members Present:

Freeman Paylor  
Wayne Bowers  
Vickie Joyner  
Virginia Hardy

Julie Carlson  
John Minges  
Don Edmonson

City Council Members Present:

Mayor Pat Dunn  
Council Member Max Joyner, Jr.  
Council Member Calvin Mercer  
Council Member Rose Glover (via conference call)

Mayor Pro-Tem Bryant Kittrell  
Council Member Kandie Smith  
Council Member Marion Blackburn

Commission Staff Present:

Ron Elks, General Manager/CEO  
Tony Cannon  
Amy Quinn  
Jeff McCauley  
Keith Jones  
Jean Forrest

Patrice Alexander  
Susan Smith  
Sue Hatch  
Scott Mullis  
Sandy Barnes

City Staff Present:

Carol Barwick  
Gerry Case  
Leah Futrell  
Jonathan Edwards

Thom Moton  
Bernita Demery  
Dave Holec  
Steve Hawley

Others Present:

Phillip Dixon, GUC Attorney; Kathryn Kennedy, The Daily Reflector; Brian Whitworth, First Southwest Company; and Todd Green, Cavanaugh Macdonald Consulting, LLC

## CALL TO ORDER

Mayor Dunn called the City Council to order and ascertained that a quorum was present.

Mayor Dunn asked Carol Barwick, City Clerk, to call the roll for the City Council. A quorum was present.

Mr. Paylor called the GUC Board to order and Mr. Edmonson ascertained that a quorum was present.

## APPROVAL OF AGENDA

A motion was made by Council Member Joyner, seconded by Mayor Pro-Tem Kittrell, to approve the agenda as presented. The motion carried unanimously.

A motion was made by Mr. Minges, seconded by Ms. Joyner, to approve the agenda as presented. The motion carried unanimously.

Mr. Bowers stated that the main topic for the meeting is Other Post-Employment Benefits (OPEB).

Mr. Elks introduced Brian Whitworth, Senior Vice President with First Southwest Company. First Southwest Company serves as the Financial Advisor for GUC and the City. Also present was Todd Green, Principal and Consulting Actuary with Cavanaugh Macdonald Consulting, LLC who prepared the OPEB actuarial calculations for the City of Greenville (City) and Greenville Utilities Commission (GUC).

Mr. Elks pointed out that at the last meeting it was determined that it would be beneficial to calculate various funding options for each scenario to observe how the adjustment in the OPEB benefit combined with the funding option affected the unfunded accrued liability (UAL) over time. The UAL is much like the remaining principle on a mortgage. It is not usually paid off all at once; it is paid off a little at a time, typically over a 30-year time period.

Mr. Whitworth pointed out that OPEB includes the medical and vision benefits paid by the organization on behalf of retirees and life insurance for any retiree hired before 1975. Dental coverage would also be included under the accounting rules, but the City and GUC do not offer dental coverage to retirees.

Mr. Whitworth stated that OPEB does not include pension payments or death benefits through the North Carolina Local Government Employee Retirement Systems (LGERS) and any defined contribution plans, such as 401(k).

Mr. Whitworth stated that the most recent actuarial evaluation was conducted on December 31, 2009. The City's unfunded accrued liability was \$38,829,000. GUC's unfunded accrued liability was \$30,331,000. This was calculated the way GUC and the City were funding OPEB at that time. If you start prefunding, even if you did not change the benefits, these numbers would come down. The unfunded accrued liability is much like the remaining principle on a home mortgage. It is not usually paid off all at once, rather, a little bit at a time over 30 years. The amortization payments can be calculated each year. With unfunded OPEB liabilities, the annual payment is likely to change each year, similar to a variable interest rate mortgage. Since it is like a variable interest rate, you are not exactly sure what the number will be next year.

Mr. Whitworth stated that the direction from the City Council was to evaluate fully funding the Annual Required Contribution (ARC), to ensure that new hires have the opportunity to receive some type of OPEB compensation, to review a staggered reduction in the amount of compensation contributed by the City and GUC for the OPEB benefit on behalf of the employee, review options that are pro-rated based on age, and to consider sustainable options.

Mr. Whitworth stated that this is a 30-year issue and there is no requirement to fully fund the OPEB liability. The long-term strategy is to make some changes now and re-evaluate the actuarial impact in a few years. Some of the reasons that you have to re-evaluate in a few years are because you cannot forecast the future such as how many employees will retire or how many employees will participate in the plan. Other large changes, especially federal legislation changes related to health care, could change what is required in the coverage and how much the federal government is paying. Usually the changes are not drastic.

Mr. Whitworth reviewed the possible options to modify benefits (how much the employer is paying per month) and modify eligibility (when someone is eligible to be covered at all depending on the number of years of service). Other steps that can be taken are to reduce and/or moderate the increase in health insurance costs by plan design changes or wellness initiatives. GUC and the City could have a self-insurance initiative and a wellness program endorsed by both governing bodies. There are many combinations of these types of options.

Mr. Todd Green stated that it was a pleasure to be at the meeting. Mr. Green is the actuary who prepared the OPEB actuarial calculations for the City and GUC. The firm used to be the actuary for the State Retirement System and has many years of experience in this area.

Mr. Green stated that the February 16, 2011 memorandum reviewed 60 different calculations. Two pre-65 scenarios were reviewed. There are two different groups: the pre-65 population and the post-65 population. The post-65 population generally costs less because the employer provided plan becomes secondary to Medicare. Medicare picks up a large portion of the post-65 liability. It could add costs because the employer

post-65 coverage will have another 20 to 30 years to pay these benefits even though they are lower.

The pre-65 group is not covered by Medicare and stay on your medical insurance plan. Depending on their years of service, they contribute 5% of the costs or contribute all of the costs. The City and GUC pick up the difference.

Mr. Green stated that the point of establishing an OPEB trust is to accumulate money while your workforce is working so that once they hit retirement eligibility you will pay the claims costs from the accumulated set of assets. After the age of 65, Medicare comes in and helps alleviate a lot of the responsibility for post-65 coverage. The downfall is that people live a long time.

Mr. Green pointed out that when a child is born the parents set aside money each month to pay for their college education without taking money out of their personal savings for their college education. This is the intent here.

Mr. Green stated that he looked at two (2) pre-65 scenarios and four (4) post-65 scenarios.

The first scenario for pre-65 is to do nothing. If an employee works five (5) years, they are eligible to participate in your health care plan but the employee has to pay the costs. Employees with twenty (20) years of service or more will pay 5% of the total cost for pre-65 coverage and those with less than twenty (20) years must pay the full cost to participate.

The second scenario for pre-65 was a service tiered structure based on age and years of service. In order to get any benefit from the system, an employee would have to work twenty (20) years with GUC or the City. There would also be some age qualifications. If an employee works 20 to 24 years of service and is between 55 to 59 years old, the employee would pay 50% of the costs. Once an employee reaches 60 years of age or older, the employee would pay 35% of the costs. If an employee works more than 25 years of service and retires at 55 to 59 years old, the employee would pay 25% and the City and GUC would pay 75% of the costs. If an employee works more than 25 years and is 60 years or older, the employee would pay 5% of the costs and GUC and the City would pay 95% of the costs. This rewards active employees for working longer and it also makes it more expensive for employees to retire early. If an employee retires based on age, the employee would pay more.

There were four (4) Medicare eligible scenarios for post-65. The projections for each scenario were created for the UAL beginning with fiscal year 2010 and ending with fiscal year 2040, which is the end of the 30-year period. Some of the combined scenarios and funding options result in generating an UAL of zero during the 30-year period.

One scenario was for a \$100 stipend; another scenario was for a \$250 stipend. When an employee reaches Medicare eligibility, they would get a \$100 monthly stipend paid to them, which they would use to buy Medicare coverage in a supplemental policy.

The other scenario was to increase the monthly stipend from \$100 to \$250. Another alternative was to get rid of the post-65 costs.

Scenario 1 shows a pay-as-you-go with no contribution to the UAL. The current benefit plan is that a retiree with 20 years of service pays 5% of the cost for pre-65 and post-65 coverage. Thirty-year projections were provided for each scenario.

Mr. Minges asked why 30 years is being used?

Mr. Green stated that 30 years is the maximum amortization period that can be used under the Governmental Accounting Standards Board (GASB) accounting rules. GASB prescribes how you can calculate this liability and determine the required contributions to pre-fund it. One of their stipulations is that you cannot amortize the unfunded liability for longer than a 30-year period.

The next scenario is that a retiree with 20 years of service will pay 5% of the cost for pre-65 coverage and receive a \$100 stipend for post-65 coverage. Current retired members and current active employees with 15 or more years of service are “grandfathered” under the existing benefit structure. If an employee has less than 15 years of service, the employee is in the new benefit structure.

Council Member Joyner asked why 15 years was used?

Mr. Green stated that they were directed by staff to use 15 years.

Mr. Bowers stated that employees with 20 years of service are already vested in the system. Employees with 15 years of service may be thinking and planning for their retirement. Employees with less than 15 years of service may not be thinking and planning for retirement and it would allow these employees sufficient time to adjust their planning before retirement.

Council Member Joyner asked if the City Council had input on this.

Mr. Bowers pointed out that 15 years was used at the last meeting when this was discussed. No one voiced an objection at that time with the 15 years. Staff picked 15 years because they thought it was reasonable and fair to the employees that are within a year or two of reaching their retirement. Employees that are 5 years or more from reaching retirement would be given enough time to plan for the changes.

Council Member Blackburn asked how many employees have 20 years or more service at the City?



Mr. Bowers stated there are currently 135 active employees with the City that have 20 years of service or more.

Mr. Bowers stated the City currently has 153 retired employees with 42 retirees on the Medicare supplement and 111 retirees on CIGNA.

Council Member Joyner asked what is the youngest age of the City's retirees?

Mr. Bowers stated of the City's current retirees that 18 retired under the age of 50 and 54 retired between the ages of 50 and 54.

Mayor Dunn pointed out that an employee can retire with 20 years of service.

Mr. Bowers stated that under the State Retirement System an employee can retire with 30 years of service. If an employee has 20 consecutive years of service with the City or GUC, their health insurance will cost them 5% with the City or GUC paying 95% of the costs.

Mayor Dunn stated the only reason this issue is being addressed is to determine what amount of money the City and GUC can sustain with the costs of health care rising each year. The legislation says that cities have no choice. They have to address the unfunded liability.

Council Member Blackburn asked if you can change the benefits for active employees that have 20 years of service or more.

Mr. Dave Holec stated that active employees who have 20 years of service are vested and those employees cannot be impacted.

Mr. Green stated that the next scenario is retirees with 20 years pay 5% of the cost for pre-65 and receive a \$100 monthly stipend for post-65 coverage.

The next scenario is retirees with 20 years pay 5% of the cost for pre-65 and receive \$250 monthly stipend for post-65 coverage. This is a more generous benefit and the costs go up.

Mr. Green pointed out that a change to the benefit structure has a significant impact on the liability.

The next scenario is retirees with 20 years pay 5% of the cost for pre-65 and receives 50% of the post-65 coverage. The last scenario is retirees with 20 years pay 5% of cost for pre-65 and there is no coverage provided for post-65.

In the end, the long-term liability is reduced. These scenarios are pay-as-you-go with no pre-funding.

Mr. Green pointed out that the evaluation as it is presented provides the City of Greenville with a 5% discount because of \$500,000 in assets and GUC with a 4% discount because of \$0 assets. GASB prescribes the interest rate that you can use to discount your liability. The lower the discount rate the bigger the liability. GASB says that if you are not prefunding your assets that you have to use a short-term interest rate compared to a long-term interest rate of a fully invested set of assets. If you have a fully invested set of assets such as equities and bonds, you would expect to earn 7% over the long-term. If the money is basically sitting in a money market account, you would expect to earn just slightly over inflation. We are looking at what could happen in the next 50 years with 30 years to pay off the unfunded liability.

Mr. Green reviewed the same scenarios with a tiered contribution rate. The current contribution is increased by \$50,000 per year until a maximum of \$500,000 per year is reached. In the year 2017 the contribution rate remains at \$500,000 per year for all future years for GUC and the City with \$1 million total in the fund.

Mayor Pro-Tem Kittrell stated that the reason this is being reported now is that GASB came out with new standards. He asked if this was being done to alert companies to the liability?

Mr. Green stated that GASB has new standards. In the past, you would show your pay-as-you go costs as a footnote on your financial statement. I would assume the reason it was changed was to alert everyone that you have recurring liabilities for your active workforce.

Mayor Pro-Tem Kittrell asked if it could affect your bond rating if it was not addressed?

Mr. Whitworth stated there was a long grace period when you only had to report the numbers and we are close to the end of the grace period.

Mayor Pro-Tem Kittrell stated that this is serious and it is not something that you can just ignore.

Mayor Dunn pointed out that the North Carolina League of Municipalities and other organizations secured the passage of legislation for an irrevocable trust in response to this. The City has been putting money into an irrevocable trust for the past 3 years that was in response to this regulation by GASB.

Council Member Joyner pointed out that the City is paying around \$850,000 in 2011 for this. There is \$600,000 in the current budget plus \$250,000. He requested that these figures be included in presentations.

Mr. Bowers stated that the City's budget this year includes approximately \$800,000 to pay the premiums.

Mayor Dunn stated that is the pay-as-you-go figures.

Council Member Blackburn asked how much could the payments be for each year?

Mr. Whitworth pointed out that because the City is self-insured the only limits would be if you have re-insurance.

Mr. Bowers stated that the costs would continue to increase. However, if you change the eligibility, this would lower the costs.

Mayor Dunn stated that the purpose of prefunding is to get to zero.

Council Member Blackburn asked if the City receives interest on the money that is put in the trust?

Mr. Green stated that the expected long-term rate is 7% which is used in the projections.

Mr. Green stated that there will be annual evaluations, reviews every two years at a minimum and adjustments would be made, as needed, to the required contributions.

Mr. Bowers stated that the City paid approximately \$600,000 last year and this year's budget includes \$800,000. Staff does not know how much will be paid this year.

Mayor Pro-Tem Kittrell stated that the City cannot sustain this for a long period of time without having to address the issue.

Council Member Blackburn pointed out that pay-as-you-go is not sustainable.

Mayor Dunn pointed out that it is not realistic to pay-as-you-go. She stated that every municipality and every county in North Carolina is doing what we are doing.

Mr. Paylor stated that as the City and GUC are funding the irrevocable trust that there will be a time when you will have to withdraw from the trust to defray the unfunded liability.

Mr. Green stated that is not built into these projections. At some point, there will be a substantial amount of money that you will need to withdraw. The changes that you will make will reduce your costs in the future. At some point, there will be enough money in the trust.

Mayor Dunn pointed out that the trust is irrevocable so that a future Council will not be able to withdraw the money for some other reason.

Council Member Joyner asked what are the costs for the actuarial evaluations?

Mr. Whitworth responded that an invoice has not been submitted yet.

Council Member Joyner asked how much was budgeted for the actuarial evaluations?

Mr. Bowers stated that consulting services are budgeted throughout the year.

Council Member Joyner asked what was the dollar amount?

Mr. Bowers stated that staff could provide that figure. These calculations are not cheap.

Mayor Pro-Tem Kittrell stated that he would like to see what it would take to “true it up.”

Mayor Dunn stated that is what we are trying to do.

Council Member Joyner stated that he wanted to see the figures on what is being paid into the trust and the pay-as-you go projections.

Council Member Blackburn stated that she would also like to see the pay-as-you-go figures in addition to what is being paid into the trust before she makes a decision.

Mr. Green stated that projections were calculated but not printed in the charts and this information can be provided.

Mr. Green reviewed the second set of scenarios and how these scenarios change the liability. The version 2A scenario eliminates the benefit unless you retire with twenty (20) years of service and are at least 55 years of age. Employees who have worked at least twenty (20) years with GUC or the City and are at least 55 years of age are eligible to receive employer coverage for their lifetime. An employee with 5 years of service is vested which means that they could leave and buy their insurance from the City or GUC. This cannot be changed because it is part of the plan. An employee has to be at least 55 years of age to be eligible for this benefit. These changes only affect employees with less than 15 years of service and new employees. GUC and the City will provide a tiered structure for pre-65 coverage using the following table.

Tiered Structure for Pre-65 Coverage

| <u>Years of Service</u> | <u>Age</u> |     |
|-------------------------|------------|-----|
|                         | 55-50      | 60+ |
| 20-24                   | 50%        | 65% |
| 25+                     | 75%        | 95% |

Modifications were analyzed for the post-65 coverage over five versions.

Council Member Joyner stated that this is not going to be an easy choice. He stated that an employee has to have 25 years of service instead of 20 years of service. There

are going to be some tough decisions. I would like to see the numbers for GUC. GUC is having a rate increase and this plays into these decisions.

Council Member Glover stated that you have to keep employees happy because Police and Fire are different. We do not want employees that have been here a number of years feel they cannot retire, but Police and Fire employees can retire with less years.

Mr. Bowers stated that the Police get two advantages that other employees do not. The City is required by State law to put 5% in their 401k which gives them a higher retirement and other employees get a fixed amount in their 401k. Police also get a benefit of separation allowance which is sort of a social security offset. Until Police officers are eligible for social security, the City pays them an extra benefit to supplement their retirement. They receive this benefit until they reach 62 years of age.

Council Member Glover asked Mr. Bowers if he had any idea how many employees are currently working with less than 5 years of service, over 5 years of service, and 20 years or less or 55 years of age and over?

Mr. Green pointed out the local government employees can retire from the State under the LGERS at 65 years of age with 5 years of service; 60 years with 25 years of service; or 30 years regardless of age. Employees can receive a reduced benefit if they leave at 50 years of age with 20 years of service or 60 years of age with 5 years of service.

Mr. Bowers stated that the City has 282 employees with less than 5 years of service; 144 employees with 5 to 9 years of service; 118 employees with 10 to 15 years of service; 86 employees with 15 to 19 years of service; 66 employees with 20 to 24 years of service; 31 employees with 25 to 29 years of service; 7 employees with 30 to 35 years of service; and 3 employees with more than 35 years of service.

Mr. Green reviewed the following scenarios which are for employees who retire and have worked at least 20 years with GUC or the City and are at least 55 years of age. They would be eligible to receive employee coverage for their lifetime. Employees with less than 20 years of service are no longer eligible to participate in the health plan, even if they pay the full cost.

Version 2A: 95% for post-65 coverage by GUC/City with tiered structure for pre-65 coverage.

Version 2B: \$100 stipend for post-65 coverage by GUC/City with tiered structure for pre-65 coverage.

Version 2C: \$250 stipend for post-65 coverage by GUC/City with tiered structure for pre-65 coverage.

Version 2D: 50% of post-65 coverage by GUC/City with tiered structure for pre-65 coverage.

The same scenarios were reviewed but the current employer contribution is increased by \$50,000 per year until a maximum of \$500,000 per year is reached. The contribution

rate remains at \$500,000 per year for all future years. Reducing benefits helps to lower costs and putting money aside gets rid of the unfunded liability.

Mr. Green pointed out that when you get to when you are unfunded you will still have a contribution that has to be made to cover the active population. The costs of the plan will be small but there will still be costs.

Mr. Bowers pointed out that there have been many different scenarios presented. There are many different variations and more could be done. The City has been reviewing and discussing this for a few years. At this point, the staff is ready to make a recommendation for consideration by the Council and GUC's Board.

Mr. Bowers stated that this is a 30 year issue and this needs to be addressed to begin taking advantage of the 30 years to try to develop a plan that is sustainable. The staff's strategy is to make some changes now and evaluate the actuarial impact in a few years. There are many variables involved and many assumptions involved. Staff used the best figures possible and actuarial assumptions.

The possible options are to modify benefits, modify eligibility, reduce and/or moderate the increase in health insurance costs by plan design changes or wellness initiatives (GUC and the City's self insurance initiative and wellness program endorsed by both governing bodies address this issue), increase prefunding of OPEB liability, or a combination of any of these options.

Mr. Bowers reviewed staff's recommendations as follows: funding through a tiered contribution that increases by \$50,000 per year with a maximum contribution of \$500,000 for all future years and a \$250 stipend for post-65 coverage with a tiered structure for pre-65 coverage (Version 2C). The following table will apply to employees with less than 15 years of service and new employees:

Tiered Structure for Pre-65 Coverage

| <u>Years of Service</u> | <u>Age</u> |     |
|-------------------------|------------|-----|
|                         | 55-50      | 60+ |
| 20-24                   | 50%        | 65% |
| 25+                     | 75%        | 95% |

Version 2C

| Benefit Description                                  | City of Greenville              |                                 |                   | GUC                             |                                 | Year Fully Funded |
|--|---------------------------------|---------------------------------|-------------------|---------------------------------|---------------------------------|-------------------|
|  | 2010 Unfunded Accrued Liability | 2040 Unfunded Accrued Liability | Year Fully Funded | 2010 Unfunded Accrued Liability | 2040 Unfunded Accrued Liability |                   |
| Version 2C - \$250 stipend for post-65 coverage with |                                 |                                 |                   |                                 |                                 |                   |

|                                      |          |     |      |          |     |      |
|--------------------------------------|----------|-----|------|----------|-----|------|
| tiered structure for pre-65 coverage | \$19,259 | \$0 | 2038 | \$13,011 | \$0 | 2031 |
|--------------------------------------|----------|-----|------|----------|-----|------|

Benefits will not change for employees with more than 15 years of service. These employees would get the benefits as they stand today. Employees with less than 15 years of service and new employees would receive changed benefits as recommended.

Mr. Bowers stated that staff feels the recommended changes are sustainable for the future. This is a plan to address the future liability and to reduce the liability to zero in a reasonable amount of time without a significant impact to the taxpayers and ratepayers.

Mr. Elks stated that he agreed with Mr. Bowers. Staff has tried to bring back a recommendation based on the guidance and direction from the Council and GUC's Board.

Mayor Dunn stated that what is being done now is not sustainable into the future. This is not unique to the City of Greenville. Changes are happening all over the country to many cities and municipalities. She suggested that new hires are given education on these changes so that the new employees can prepare for themselves.

Council Member Glover stated that a lot of cities are looking at this all over the United States. When you seek quality employees, you want to offer them some benefits.

Council Member Blackburn stated that she agreed with Council Member Glover. To be able to hire good quality staff, you have to offer them some type of benefits. She stated she was reluctant to tell new hires that they will not have any benefits. She asked what the full costs are presently for the post-65 coverage.

Mr. McCauley stated that the full costs for the post-65 coverage are around \$318.00 per month.

Mayor Dunn stated that the City and GUC are legally obligated to employees who have 20 years or more of service. The question is how do we address that? The other piece is how do we address the employees with less than 20 years of service in the future that we are not legally obligated to? Do you want to continue the same policy or do you want to change the policy? If you want to change the policy, a decision has to be made on how you want to change the policy.

Mr. Edmonson suggested that there would be no retirement benefit for health insurance benefits for new hires other than new hires could piggyback on our system at full costs. If there is a job opening at the City for \$100,000 and the benefit package is worth 25 percent, in the future you may have to offer a salary at \$125,000. There would still be very good candidates for the job who would rather make more money and invest it like they would like to for their retirement.

Council Member Glover stated that you cannot forget the employees that are making \$20,000 or less. You have to address the employees at the bottom of the salary scale.

Mr. Edmonson stated that it would help employees stay with GUC and/or the City longer than they normally would if they do not have a retirement package.

Council Member Mercer stated that he would be interested in reviewing Mr. Edmonson's suggestion in context to what other municipalities are doing. He would like to see GUC and the City stay on the same track.

Council Member Joyner stated that he wanted to review more information on the pay-as-you-go option. He stated that these actions will affect the City employees as well as the GUC employees. He suggested that meetings are held with all employees to receive employee input.

Mr. Bowers stated that was the direction at the last joint meeting but that he did not want to take information to the employees until a plan is approved.

Council Member Joyner stated that he would like the employees to have some input on the recommendations before a final decision is made. At least, have some employee meetings to get feedback from the employees on the recommendations.

Mayor Dunn pointed out that there are legal issues that cannot be changed with employees who have 20 years or more of service. Are we going to continue with the current benefits? If the answer is yes, we have to ask how much is it going to cost and can we afford those costs? If the answer is no, we have to decide what we are going to do. We have to be able to sustain the costs if we continue with the current benefits. Can the City and GUC arrive at zero at the same time?

Mr. Bowers stated that different approaches have been reviewed. One of the approaches would be to get to zero in 2037, another would get to zero in 2031, or another option would get to zero sometime between 2031 and 2037.

Mayor Pro-Tem Kittrell stated that he would like staff to "true up" the figures.

A motion was made by Mayor Pro-Tem Kittrell, seconded by Council Member Joyner, to "true-up" the figures sometime between 2031 and 2037. The motion carried unanimously.

A motion was made by Mr. Minges, seconded by Mr. Edmonson, to "true-up" the figures sometime between 2031 and 2037. The motion carried unanimously.

Mayor Dunn stated that a motion is needed for our present costs for our retirees and what are our projected costs.



Mr. Bowers stated that information could be for the last 10 years and for the next 2 years on a pay-as-you-go basis.

A motion was made by Council Member Blackburn, seconded by Council Member Mercer, to provide the costs for our retirees for the last 10 years and the projected costs for the next 2 years on a pay-as-you-go basis. The motion carried unanimously.

A motion was made by Mr. Minges, seconded by Mr. Edmonson, to provide the costs for our retirees for the past 10 years and the projected costs for the next 2 years on a pay-as-you-go basis. The motion carried unanimously.

[Ms. Carlson left the meeting at 1:55 PM.]

Council Member Joyner stated that he would also like to address the police separation liability. This is a \$4 million OPEB liability.

A motion was made by Council Member Blackburn, seconded by Council Member Smith, to bring back information on the police separation liability. The motion carried unanimously.

Council Member Glover requested that staff look at employees who are making less money and how change would affect these employees.

Council Member Blackburn stated that it is important that the employees with less than 15 years of service have the information that is being considered and ask for feedback from these employees.

Mayor Pro-Tem Kittrell requested information on what other cities are doing to address these issues.

Council Member Joyner requested the costs for the City for the consultants. He requested that time is set aside for employee input on the recommended changes.

Mr. Bowers stated that staff made a recommendation. Do you want to continue to pursue that recommendation or do you want to consider other options?

Council Member Joyner stated that additional information is needed as well as employee input.

Mr. Bowers stated that to have employee meetings the staff would need to know what to tell the employees.

Council Member Glover agreed that employees need to know what direction staff plans on going.

Mr. Bowers stated that staff needs to know if there are other options or do you want to proceed with the 15 year cutoff? At some point, staff needs this type of feedback from the boards.

A motion was made by Mr. Minges, seconded by Dr. Hardy, to move forward with staff's recommendation. The motion carried unanimously.

A motion was made by Council Member Mercer, seconded by Council Member Blackburn, to move forward with staff's recommendation. The motion carried unanimously.

### ADJOURN

There being no further business, a motion was made by Council Member Blackburn, seconded by Council Member Joyner, to adjourn the meeting at 2:05 p.m. The motion carried unanimously.

There being no further business, a motion was made by Mr. Minges, seconded by Mr. Edmonson, to adjourn the meeting at 2:05 p.m. The motion carried unanimously.

Prepared by:  
Jean F. Forrest, Recording Secretary  
Greenville Utilities Commission

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
JOINT MEETING OF THE GREENVILLE CITY COUNCIL  
AND THE GREENVILLE UTILITIES COMMISSION  
MONDAY, MARCH 21, 2011



Having been properly advertised, a special joint session of the Greenville City Council and the Greenville Utilities Commission (GUC) was held on Monday, March 21, 2011 in the GUC Board Room, located on the second floor of the Greenville Utilities Office Building at 401 S. Greene Street in Greenville, with Mayor Patricia C. Dunn presiding for the City Council and Chairman J. Freeman Paylor presiding for the GUC. Mayor Dunn and GUC Chairman Paylor called the meeting to order at 6:30 pm, with a quorum of both boards present.

Those present from the City Council:

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

Also present from the City:

Wayne Bowers, City Manager; David A. Holec, City Attorney; and Carol L. Barwick, City Clerk

Those present from the Greenville Utilities Commission:

Chairman J. Freeman Paylor, Vice-Chair Julie Carlson and Board Members Don Edmonson, Stan Eakins, Virginia Hardy, Vickie R. Joyner, John Minges and Wayne Bowers

Also present from GUC:

Ron Elks, General Manager/CEO; Tony Cannon, Assistant General Manager/COO; Amy Quinn, Executive Assistant to the General Manager; Phillip R. Dixon, Attorney and Jean Forrest, Recording Secretary

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**APPROVAL OF THE AGENDA**

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Upon motion by Council Member Joyner and second by Council Member Glover, the Greenville City Council unanimously approved the agenda.

Upon motion by Board Member Hardy and second by Board Member Minges, the Greenville Utilities Commission unanimously approved the agenda.

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**CLASSIFICATION AND COMPENSATION STUDY**

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City Manager Wayne Bowers introduced Ruth Ann Eledge and Linda Cobb from Waters Consulting Group, stating that both have been here before, then turned the floor over to them for their presentation.



Ms. Eledge stated during their last presentation, total compensation was discussed along with how the City and GUC compare to other entities. There was an apparent desire to be “at market” and pay structures have been developed with that goal in mind. When the process began, the following key objectives were established:

- Consistent with organizational structure
- Complimentary to management style and objectives
- Internally equitably
- Externally competitive
- Easily understood
- Flexibility to meet the changing needs of the City and GUC
- Financially sound
- Effectively and efficiently administered

The current pay system was developed in 1999. Since that time, both organizations have changed. Positions have evolved over time, and new positions have been created. Revising pay structures and providing for periodic updates should stabilize the current classification plan.

She then discussed the following key deliverables of the study:

- Job analysis and new job titles (where appropriate)
- ADA compliant job descriptions for the City and updated descriptions for GUC
- Customized point factor job evaluation system with supporting software
- Compensation survey and analysis
- Market comparisons
- Development of market sensitive pay structures and total compensation analysis
- Implementation plans and guidelines for future administration

Ms. Eledge stated all employees were contacted for their input into the job analysis process. The administrative series of employees was updated and the variety of equipment operators was evaluated along with some other classifications in relation to structural changes within departments since the 1999 study. She stated the classification piece was very important in doing the point factor job evaluation. They needed to look carefully at all jobs in order to understand the overall hierarchy of jobs. She noted this did not apply to sworn positions as that hierarchy was already known.

Ms. Eledge stated all jobs were rated on a broad range of compensable factors such as formal education, management/supervision, freedom to act, working conditions, experience, human collaboration skills, technical skills and fiscal responsibility. Initial ratings were developed by Waters, then she and Ms. Cobb spent about four days on site



going through them with the team to refine. After that, they were reviewed with department heads and supervisors, and what you have now is what assigns positions to grades. This represents the “at market” option, which should allow for hiring employees at a competitive rate and within a range that allows employees room to move up.

Council Member Joyner asked if overtime compensation was taken into account. Ms. Eledge stated it was not.

Ms. Eledge stated proposed ranges were compared to actual employee pay. With current policies, one of the steps is to move employee pay up to minimum. There are some who currently are making less than the proposed minimum. She estimated a cost of \$89,586 for GUC to bring all employees up to their grade minimum and \$218,324 for the City to do likewise.

Ms. Eledge stated they talked with senior leadership about minimizing compression and suggested looking at each employee’s position within proposed ranges and adjusting based on years of service in the current job (not overall years of service), with a cap at midpoint.

Council Member Glover asked if there was a way to prevent a new employee from passing someone who has been an employee for many years. She suggested refuse collectors as an example. Ms. Eledge stated the goal is for employees to advance in position, such as moving up from Sanitation Worker to Equipment Operator, etc. Council Member Glover stated new people are being hired as Equipment Operators.

Ms. Eledge stated she has no control over the City’s promotional practices, and agreed that moving up can certainly be hampered by how many positions exist within a particular classification, but the proposed structure does allow for adjustment as the market adjusts.

Mayor Pro-Tem Kittrell asked if options on estimated salary cost sheets are for the current year only. Ms. Eledge stated they are, but data for future years can be provided if needed. She stated the adjustment of 1% annually is a transition plan, not something that will continue year after year. Merit pay would need to be funded in addition to this if a decision is made to give it.

Council Member Joyner expressed a concern that merit pay is not really a fair way to give increases since not all supervisors rate employees in the same manner.

Council Member Blackburn asked how long it would take to get all employees to the midpoint. Ms. Eledge stated that is not really the goal of the plan; the goal is to get everyone into their appropriate range and make necessary adjustments to address compression issues.



Board Member Edmonson asked what happens with employees who are being paid above their proposed range. Ms. Eledge stated their pay would be frozen until such time that the range catches up with them.

Council Member Joyner stated this study was undertaken to insure the City and GUC could recruit and retain good employees, but he does not see positions like the City Manager or City Attorney, nor elected officials, on the list. Perhaps elected officials are paid appropriately, but he asked why other positions were not included. Mr. Bowers stated those people appointed directly by the City Council or the GUC Board have never been on the pay plan. Ms. Eledge stated she could provide data for those positions and for elected officials if the boards would like to see it. She stated they would do so at no additional charge. GUC's Board indicated that they did not need Waters to gather this information for GUC.

Getting back to cost projections for the bulk of employees, Council Member Blackburn asked how many people would be impacted under Options 2 and 3. Ms. Eledge stated the City would have 117 employees who received an increase to minimum along with 35 GUC employees.

Council Member Joyner asked about adjustments for positions such as refuse collectors. Ms. Eledge stated the adjustments to many of the lower level positions were small because wages for those positions are already competitive within the market.

Mayor Pro-Tem Kittrell mentioned a recent report on how the number of applicants for vacant positions has increased as a result of the economy.

Council Member Blackburn stated the issue is not how many applicants there are for a position, but rather how qualified those people are in comparison to the jobs that are available.

Mayor Pro-Tem Kittrell asked how Human Resources manages applications. Human Resources Director Gerry Case stated the City has an applicant tracking system that gets them into Human Resources, from where they are screened and funneled out to hiring departments.

Board Member Minges asked if GUC has a recommendation regarding the options presented. General Manager/CEO Ron Elks stated he and Mr. Bowers have discussed the matter and they are not yet prepared to make a recommendation.

Board Member Minges stated he feels there is a consensus to at least attain Option 1.

Council Member Glover stated the City and GUC need high quality employees, but they need to value all their employees. Garbage collectors have a job to do just like anyone else.



Many are working within the poverty level when you consider their take home pay and family structure. If \$35,000 is the maximum a pay range offers, the incumbent will always be at poverty level. She stated it disturbs her when adjustments for employees at a higher level are so much larger than those for people at lower levels. She feels an effort should be made to move away from the compression.

Board Member Minges said it is his understanding neither the City nor GUC has received merit pay or market adjustment in the past two years. He asked if that would be considered as part of the study, or if it would be looked at separately once the study is complete. Mr. Bowers said he feels the matters should be discussed concurrently.

Council Member Joyner said he agrees, and added that the boards should also look at health insurance, merit pay, cost of living adjustments, etc. at the same time.

Council Member Blackburn asked if it might be best to act on this during budget discussions. Mayor Dunn said the Council at least needs to give some guidance to staff and the consultants about the direction in which they want to proceed so that budget recommendations can be developed.

Mr. Bowers stated the purpose of tonight's meeting was to present information and get some feedback from the two boards. Based on that feedback, staff will assemble additional information for them and schedule another joint meeting for adoption of a plan.

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**RETIREE HEALTH INSURANCE UPDATE -  
OTHER POST EMPLOYMENT BENEFITS (OPEB)**

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Mr. Bowers stated he would not review what has already been discussed on this topic unless someone requested he do so, but rather would focus on the issues for which decisions are needed.

Recent data received from the actuary based on Governmental Accounting Standards Board (GASB) standards has shown that neither the City nor GUC will be able to sustain the current practice of providing retiree health insurance. Accepting that fact, it is necessary to decide whether OPEB pre-funding should be adjusted, the retiree benefit structure should be changed or if it is better to pursue both options.

Clearly the goal of both the City and GUC will be to choose a course of action that will be sustainable. He reviewed staff recommendations made in February, which included:

Modifying benefits for employees with less than 15 years of continuous service  
Modifying eligibility for employees with less than 15 years of continuous service



Reducing and/or moderating the increasing costs of health insurance by adopting plan design changes and/or wellness initiatives

Mr. Bowers stated a big part of the problem is the cost of health insurance. This year is the first that has not required an increase to employee premium costs. The City and GUC are looking at implementation of a wellness program as a means of positively influencing those costs and the actuary feels it is reasonable to expect a 7% rate of return.

Council Member Joyner asked why GUC had paid more in professional fees than the City. GUC Chief Financial Officer Jeff McCauley stated GUC requested additional information and Mr. Elks added that GUC has not been pre-funding as long as the City, which is why the additional information was needed.

Mayor Pro-Tem Kittrell stated he feels the staff and consultants have done a great job on recommendations. He asked whether adoption of these recommendations would help with bond ratings. Mr. McCauley stated rating agencies are looking at OPEB funding, and the fact that the City and GUC are being pro-active will be viewed favorably. He stated that an actuarial review is now required every two years.

Mayor Dunn asked at what point funds are drawn from the irrevocable trust. Mr. Bowers stated that legally they can be drawn at any time, provided the funds are used for retiree health insurance, but realistically they should be left in the account until they reach a point where the interest income will cover the benefit without having to draw down the principle.

Council Member Joyner asked what is the highest bond rating that can be earned by a municipality. Mr. Bowers stated AAA is the highest, but only a very few cities attain that. Greenville is AA.

Mr. Bowers stated the City Council had expressed interest in getting both the City's and GUC's unfunded accrued liability to zero at the same time. By increasing the current \$250,000 set aside for pre-funding by \$50,000 annually until an annual contribution of \$500,000 is reached (2017), then maintaining that amount annually, the unfunded accrued liability will be zero in 2038. If the \$50,000 annual increase is maintained for each year beyond 2017, the unfunded accrued liability will be zero in 2034, and if the contribution were increased to \$95,000 beginning in 2018, the unfunded accrued liability would be zero in 2031.

The numbers are lower for GUC. For GUC, an annual contribution of \$200,000 in 2011 and annual contributions of \$250,000 each year thereafter would result in zero unfunded liability in 2038. If a \$200,000 contribution in 2011 were increased by \$50,000 annually until reaching the \$350,000 mark in 2014, then maintained at that level, their unfunded accrued liability would be zero in 2034. If a \$200,000 contribution in 2011 were increased





by \$50,000 annually until reaching the \$500,000 mark in 2017, then maintained at that level, their unfunded accrued liability would be zero in 2031.

Mr. Elks stated this is obviously a complicated subject to explain to employees, but employees deserve to have a voice in the decision that is made. He proposed development of a process for explaining benefits to employees and providing a method for gathering feedback, such as an electronic survey which might allow those not willing to speak up during a meeting to still have input.

Council Member Joyner stated he was glad the staff was looking at ways to give employees a voice.

Board Member Edmonson stated he feels like he works for GUC's customers and taxpayers, and he wants to find a way to keep employees happy without having to raise rates. He said he feels there should be a way to keep employees happy without providing post-retirement health benefits to new hires, suggesting perhaps offering a higher salary during their last five years of employment, which would provide funding for them to pay for their own insurance and which would work to their advantage for calculation of retirement benefits.

Following a brief discussion of possible alternatives, Council Member Blackburn moved to endorse the pay as you go approach for presentation to employees. Council Member Mercer seconded the motion, which passed by a vote of 4 to 2 with Council Members Glover and Joyner casting the dissenting votes.

Council Member Glover stressed she wanted to be sure all employees were given a presentation at a level that meets their capacity for understanding and that a feedback mechanism other than an electronic survey be provided because not all employees have computers.

Board Member Minges then made the same motion for GUC, seconded by Board Member Hardy. The motion passed by a vote of 7 to 1 with Board Member Edmonson casting the dissenting vote.

Vice-Chair Carlson asked about a timeframe for getting employee feedback.

Mr. Elks stated he would anticipate 2-4 weeks.



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**ADJOURNMENT**

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There being no further discussion, Council Member Blackburn moved to adjourn the meeting at 8:39 pm. Mayor Pro-Tem Kittrell seconded the motion, which was approved by unanimous vote. Mayor Dunn adjourned the meeting for the City Council at 8:39 pm.

There being no further discussion, Board Member Minges moved to adjourn the meeting at 8:39 pm. Board Member Hardy seconded the motion, which was approved by unanimous vote. Chairman Paylor adjourned the meeting for the Greenville Utilities Commission at 8:39 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk



PROPOSED MINUTES  
JOINT MEETING OF THE GREENVILLE CITY COUNCIL  
AND THE GREENVILLE UTILITIES COMMISSION  
TUESDAY, MAY 10, 2011

The Board of Commissioners of the Greenville Utilities Commission met in joint session with the Greenville City Council at 5:30 PM on Tuesday, May 10, 2011 in the City Council Chambers at City Hall with the following members and others present and Mayor Pat Dunn and GUC Chair Freeman Paylor presiding.

Commission Members Present:

Freeman Paylor, Chair  
Wayne Bowers  
Don Edmonson  
John Minges

Vickie Joyner  
Virginia Hardy  
Phil Flowers

City Council Members Present:

Mayor Pat Dunn  
Council Member Rose Glover  
Council Member Kandie Smith  
Council Member Marion Blackburn

Mayor Pro-Tem Bryant Kittrell  
Council Member Max Joyner, Jr.  
Council Member Calvin Mercer

Commission Staff Present:

Ron Elks, General Manager/CEO  
Tony Cannon  
Amy Quinn  
Sandy Barnes  
George Reel  
Sue Hatch

Patrice Alexander  
Roger Jones  
Susan Smith  
Randy Emory  
Jean Forrest  
Kay Spriggs

City Staff Present:

Carol Barwick  
Gerry Case  
Leah Futrell  
Steve Hawley

Thom Moton  
Dave Holec  
Bernita Demery  
Jonathan Edwards

Others Present:

Phillip Dixon, GUC Attorney, Ruth Ann Eledge, The Waters Consulting Group, Inc. employees with the City of Greenville and GUC, media, and citizens

## CALL TO ORDER

Mayor Dunn called the City Council to order and ascertained that a quorum was present.

Mayor Dunn asked Carol Barwick, City Clerk, to call the roll for the City Council. A quorum was present.

Mr. Paylor called the GUC Board to order and Mr. Edmonson ascertained that a quorum was present.

## APPROVAL OF AGENDA

A motion was made by Mayor Pro-Tem Kittrell, seconded by Council Member Joyner, to approve the agenda as presented. The motion carried unanimously.

A motion was made by Mr. Minges, seconded by Mr. Flowers, to approve the agenda as presented. The motion carried unanimously.

## Public Comment Period

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

The following comments were made during the Public Comment Period:

Dave Barham stated that last night Ron Elks said GUC has \$100 million in debt. He thinks that Ron said the service payment on that is \$14 million and that seems extremely high with a 14% interest rate.

Frank Conklin, City employee, distributed a proposal, which is slightly different from one given to employees. What they are concerned with is the OPEB decision to cut benefits to all employees. Being a firefighter is a young man's job, yet you will need to worry that at 63 I will still be coming to your home if you have a fire trying to carry your loved ones to safety. He pointed out that the new proposal has three parts. With Proposal A, we propose how we can adjust fees to address some of these costs. He reviewed the types of service provided and the potential revenues. They would like for us not to look at the big number, but consider that the mortgage. They are proposing to use fees to pay down the mortgage. Other departments are willing to do the same. At 5%, here is \$142,000 that can be added to the \$250,000.

Paul Ahern, City employee, is a 23 year veteran with the Greenville Fire Department, coming to speak before the collective group. He challenged with this question ... each of us made a choice in choosing our careers, hopefully a good choice. We considered what we would be paid, advancement opportunities, benefits while working and benefits which might be received in retirement. On behalf of not only Fire, but all employees of City and GUC, we came to work under the premise that certain benefits would be ours. Think about when you made your career choices and how you would feel if your expectations were suddenly taken away from you.

John Hall, City employee, has worked for the City for 11 years. He is here to talk about the recent pay study on behalf of inspections. He referenced the position of the Fire Prevention Specialist (FPS). A FPS is certified in a single area, whereas the building specialists are certified in multiple areas. Why did their pay grade decrease? With regard to OPEB, he made a commitment to a career here with the expectation of OPEB benefits. Taking his tenure and age in to consideration, he would have to work almost 40 years to become eligible for what he had initially expected to receive after 30 years. He feels everyone working here when a decision is made should be grandfathered in and a date set to phase down or eliminate for new employees hired after that date.

John T. Smith, GUC employee, stated that what he planned to say has already been covered. When he began to work at GUC almost 13 years ago, Hurricane Floyd was going on. Most of us now are excluded from receiving the benefit we were initially provided. We have not had raises in going on 3 years, yet during Hurricane Floyd employees were asked to leave their homes and families behind to take care of the City, and we did that without complaint.

The Public Comment Period closed at 5:43 p.m.

#### RETIREE HEALTH INSURANCE UPDATE (OPEB)

Mr. Bowers said that assuming the current plan based on actuarial assumptions does need some change; the policy makers will need to decide whether we adjust prefunding or change the retiree benefit structure. The current plan is not sustainable for the future.

Council Member Marion Blackburn arrived 5:45 p.m.

The direction received from the City Council/Board to date has been to:

- Evaluate fully funding the annual required contribution
- Ensure that new hires have the opportunity to receive some type of OPEB benefit
- Review a staggered reduction in the amount of compensation contributed by the City/GUC for the OPEB benefit on behalf of employees
- Review options that are pro-rated based on age
- Consider sustainable options
- Provide options that enables both organizations to reach an unfunded accrued liability of zero at the same time within a 30 year time frame

In order to give employees an opportunity to consider the proposals being considered, the following proposed changes were addressed in meetings.

The proposed changes are to:

- Increase prefunding contribution by \$50k annually to a max of \$500k annually
- Modify benefits for employees with less than 15 years of service
- Tiered structure for pre-65 coverage based on years of service and minimum age
- Stipend for post-65 coverage

Mr. Bowers discussed key points of the tiered structure, which brings the unfunded liability to a reasonable level in less than 30 years. Employees with 15 years of service or more are grandfathered with no changes to their current benefits.

Council Member Smith arrived 5:54 p.m.

Mr. Bowers gave examples of how employees with varying service levels and ages would benefit under the proposal. He discussed the projected unfunded liability as of 2038 based on a variety of actions which could be taken. The variation of the plan changes and the tiered contributions bring the unfunded liability to zero.

Mr. Moton provided employee feedback. He stated that meetings were held with all employees. In the course of those meetings, staff gave a Power Point presentation to aid in consistency in presentation of the data. Employees were given an opportunity to respond by questionnaire. The majority of responses came from those employees with less than 10 years of service with the City and GUC. The next group of responses came from employees in the 10-15 years of service group. The responses came from the 40-50 years old bracket. There were responses from 273 City employees.

Employees wanted to be sure that the City Council and the GUC Board would see their comments. In summarizing feedback, the themes for the City were:

- Not What I was promised - 30%
- No incentive for 30 years if employee will be less than 55 - 21%
- Make proposed changes applicable to new hires - 17%
- Changes look fair - 9%
- Not all options have been reviewed to make best choice - 7%
- Other - 16%

Mr. Elks discussed the results for GUC. GUC used a similar process of employee meetings as the City. The results were essentially the same in terms of feedback received, although they had more total responses from employees than the City. He said staff was very pleased with the employee participation in the survey.

In summarizing the feedback, the themes for GUC were:

- Make proposed changes applicable only to new hires - 43%
- Create savings plan for employees - 5%
- Make proposed changes not based on age - 11%
- Use alternative source to fund liability - 16%
- Agree changes are necessary - 19%
- Other - 6%

Mr. Bowers stated that the next steps to consider are: provide direction on benefit changes, establish target implementation date, confirm pre-funding amounts and adopt appropriate resolutions as needed.

GUC's budget includes raising the pre-funding to \$250,000 for next year and the City's budget includes continuing the \$250,000 in pre-funding and increasing it by \$50,000.

At the last meeting in March, the Boards and the Council asked for total personnel costs for the coming fiscal year. This information was provided.

Mayor Dunn thanked the staff of the City and GUC. There has been a tremendous amount of information generated for the City Council and GUC Board and there has been a tremendous effort to inform the employees. The Mayor also thanked the employees and citizens who came to the meeting to listen and to offer comments. This is an important issue and it is incumbent upon us to do the best we can.

Mayor Pro-Tem Kittrell thanked all for coming to the meeting. It is a tough job for us to make these decisions. If we contribute a little more to what we are doing to perhaps get the number down to the \$20,000,000 or \$30,000,000 range, I think it would be worth considering, depending on what benefit it would offer to new hires. We should look at budgeting more for our contribution.

Mr. Bowers clarified that the pre-funding has a greater impact for GUC than for City because the City has twice as many employees.

Mr. Paylor stated that he agreed with Mayor Pro-Tem Kittrell about exploring all options. This is a big issue and we have looked at 30 to 40 options. Why are we so determined to get to zero? What is a tolerable level? I know Mr. Elks and Mr. Bowers were charged with getting to a zero liability but perhaps this is not the best direction.

Council Member Blackburn stated that she also appreciated all who attended this meeting. This is a very serious issue and the numbers are very compelling. She stated that she agreed with Mayor Pro-Tem Kittrell. She stated she does not support cutting benefits for employees. She feels it would be damaging to employee relationships. She asked if most of our costs are coming from pre-65 or post-65?

Mr. Bowers stated that he thinks the post-65 costs are the bigger cost because we have no ending point. We do not know when people will pass away, but we do know when they will reach 65 years of age. Paying 95% for post-65 could be cost-prohibitive.

Council Member Blackburn asked if we can look at different cut-offs? We should also look at addressing the gaps for those who will have worked 30 years before turning 55 years of age.

The Board and Council reviewed the two pie charts that provided information on employee feedback. Thirty percent of City employees said that was not what was promised to them and 43% of GUC employees said that was not what was promised to them.

Council Member Mercer asked if information about the employee proposal should be reviewed at the next meeting.

Mr. Bowers stated that the employee proposal should be reviewed although GUC's Board has no direct interest in the EMS rates.

Council Member Mercer said that he wants to look at all possibilities. There is some significant percentage of cities who are not giving benefits to new hires. We do not want to get into a situation of not being competitive.

Mr. Bowers said that some cities who have gone to no OPEB benefits have created retiree Health Savings Accounts (HSA). With a HSA, if an employee leaves before retirement, they can take that money with them. With the traditional benefit, if an employee leaves before retirement, they lose it.

Mr. Paylor asked if it could be employee funded or a combination of employer/employee funded and who would be eligible?

Mr. Bowers said that eligibility would have to be determined.

Council Member Glover thanked Mayor Pro-Tem Kittrell for his suggestion as she has been against having a cut-off for those who are already working here. Employees were told when they were hired what their benefits were and what they would receive. She stated that she would like to see new hires have some type of benefits. With the economy like it is today, she had a National League of Cities liaison send her some information. What was alarming to her is that we are creating poverty and no economic security for our employees. She is a retired health care professional and knows what it takes to cover costs. She would have been very upset if her benefits had changed when she worked for the State for more than 14 years. In looking at employee responses, she feels employees should be grandfathered in, not cut off. If you cut off some employees, you bring down employee morale. You are not giving raises which

forces families into financially insecure positions. For a family to be "secure" (2 parents, 2 kids), the minimum income needed in the house is \$67,000. She thinks employees are looking at what has happened in the past three years and what appears to be happening now and understands why morale is down. She thinks we need to make



changes that impact the new hires and find ways to take care of employees already working here. Many of our sanitation workers are living below the poverty rate. This is not a good time in the economy for us to say we are going to take away something. We need to make things better for our employees. She wants our employees to be able to walk away from this being happy to work for Greenville and maybe feel like they want to work a little harder.

Mayor Dunn said that she seems to be hearing that the consensus to keep current benefits for existing employees and to look at proposals for addressing new hires. The Council cannot make a final decision tonight but does need to give staff some direction. She thinks everyone understands where employees are coming from in their concerns. There are proposals for a tiered plan and for HSA.

Mayor Pro-Tem Kittrell stated that he feels the sentiment is to keep benefits the same for current employees. We can promise the moon, but we do have to be able to fund it. Another Council can change whatever we do, but I would like to settle on a plan that is feasible to keep. He stated that he would like to hear more about the HSA option, and we do need to look more at the post-65 issue.

Council Member Joyner stated that he was ready to move on.

Mr. Paylor asked if any of GUC's Board Members had comments.

Mr. Flowers said he thinks the consensus on GUC's Board is the same. He thinks we need more information on the HSA and we will have to make some decisions on the new hires.

Mayor Dunn said we also have proposals for fee increases. Philosophically, we have to determine if we want to fund by a few people (the users) or by all citizens.

Council Member Mercer asked what is magic about 2038?

Mr. Bowers said if you look at the combined plan we were considering, 2038 is the first time it came to zero.

Council Member Mercer asked if you look at the last line scenario, will the numbers this shows be lower by 2048?

Mr. Bowers said that it is likely.

Council Member Mercer said while this will not get us to zero in 2038, it will have us moving in the right direction.

Dr. Hardy stated that she concurs with Mr. Flowers and thanks everyone for their comments. No one wants to remove employee benefits. We want to show how much employee's services are appreciated. We do want to retain what we can, but we do

need to look for something that is sustainable. She stated that more review and research is obviously needed.

Mayor Dunn said she does not want anyone leaving tonight to think that those at the table want to reduce employee benefits just for the sake of doing it. They have to find something that can be sustained. She asked if there are any motions or direction to staff.

Mr. Bowers stated that he thinks he understands the general direction. He recommends that we go ahead and endorse the option that there are no changes for employees hired prior to June 30, 2011 and modified benefits for employees hired after June 30, 2011 with the tiered contributions. By doing that, the reduction is significant. We all concur that we need to follow through with what current employees were promised. He thinks if we take action on this option, we will be making a positive impact on the future liability. Employees hired after July 1 will know they are getting reduced benefit options. For employees hired after July 1, we will still have to address the issues such as the 63 year-old firefighter scenario that was proposed. But we can make that change effective July 1, 2011 and can work on additional things like HSA during the year.

A motion was made by Council Member Glover that there would not be changes for employees hired prior to June 30, 2011 and to have attorneys draw up new changes to be effective July 1, 2011. Staff should continue to look at ways to modify benefits for those hired after July 1, 2011.

Council Member Joyner seconded the motion.

Council Member Blackburn asked if we can look at the post-65 issue before making a final decision on this option.

Mr. Bowers replied that staff would look at that for the future.

Mr. Minges agreed that grandfathering current employees is important. He expressed concern at modifying benefits for new hires. He said he is very concerned about making sure new employees coming in are the quality we need and we are paying these employees at competitive rates. He asked if staff is looking at the quality of future employees and paying new employees at competitive rates?

Mr. Elks said not specifically, but feels that Mr. Bowers' suggestion is the proper direction. Staff can also review how peer groups handle their new hires.

Mayor Pro-Tem Kittrell stated that he feels the motion is fine, but he still wants staff to look at contributing more.

A motion was made by Council Member Glover for staff to continue to look at contributing more. Council Member Joyner seconded the motion. The motion carried unanimously.

A motion was made by Mr. Minges, seconded by Mr. Flowers, for staff to continue to look at contributing more. The motion carried unanimously.

The meeting took a brief recess at 6:54 p.m.

The meeting reconvened at 7:12 p.m.

### CLASSIFICATION AND COMPENSATION STUDY (Agenda Item 3)

Mr. Bowers stated that the City Council and the GUC Board last discussed the Classification and Compensation Study at their joint meeting held on March 21, 2011. At that time, the proposed pay structures resulting from the study were presented and the consultant recommended adoption of the proposed pay structures. During the March 21 joint meeting, certain additional information was requested, which was supplied in the following weeks. Ruth Ann Eledge from The Water Consulting Group, Inc. generated this information. She has no presentation prepared for tonight, but is here for discussion and to respond to questions related to the proposal that was presented at the March 21 meeting and subsequent revisions based on discussions at that meeting.

Mr. Elks stated that he felt the process has been thorough and the current proposal is a good one.

Ruth Ann Eledge said she is here to respond to questions.

Mr. Minges asked Mr. Elks what would be the effective date if we agree to this?

Mr. Elks stated that the data is based on a July 1, 2011 implementation date.

Council Member Glover stated that she has some concerns about some of the feedback she has had from employees regarding the pay grade and the position changes. She feels this needs more study by the City Council and GUC's Board before a decision is made. Many employees said they were only given three minutes to address their position and that was while the consultant was packing up to leave. Supervisors have said that they recommended that the employee's salary stay the same or increase, but their recommendations were ignored. According to the North Carolina League of Municipalities booklet, it says irrespective of the method used, this is a subjective process that frequently leads to disagreement between employees and management about jobs and processes and typically results in a general dissatisfaction. She feels we need more feedback from employees like we have had on OPEB. What she sees from this is that the well-liked employees are being looked after. She stated she does not like that. We say we want to address the compression rate, but this study makes it

worse. The jobs highlighted on the list were the ones interviewed, but she feels all employees should have been interviewed. She feels the internal team working with the consultant had too much input. She pointed out that Waters is working for a fee and wants to make the people who hired them happy.

Mr. Paylor asked about the employee feedback in the process.

Ruth Ann Eledge reviewed the process used which began with employee meetings. All employees had an opportunity, either in groups or as individuals, to complete their job questionnaire. After Waters reviewed all the responses, they worked with the City and GUC to select employees to go back to interview. She interviewed City employees and Linda Cobb interviewed GUC employees. Waters did many interviews and used those interviews to clarify what was documented on the job description questionnaire. We talked to employees, supervisors and managers and the aggregate data was used. We based our recommendation not on the individual employee in the job but what the job itself requires.

Mr. Bowers asked Ms. Eledge to discuss benchmark positions.

Ruth Ann Eledge said those positions are the ones we had market data for. You will not be able to get data on every individual job because the City and GUC have many unique positions. We tried to match at least 1 of 2 or 1 of 4 positions. We matched about 40% of the total positions. We also looked at job families and career ladders. We had a very robust amount of market data to allow us to draw the comparisons.

Council Member Smith asked who selected the benchmark jobs?

Ruth Ann Eledge said that Waters selected the benchmark jobs. They tried to get jobs representative of all levels of employment across the organization.

Council Member Smith asked when was the information presented and if she was asked by the City to change any pay rates they presented?

Ruth Ann Eledge responded no. They were asked to look at the placement of positions within those ranges.

Council Member Smith asked how you look at work performance when you do not know the job being performed? You cannot know how these people work if you are not inside the organization.

Ruth Ann Eledge said they did not measure the job performance. It was not an evaluation of how well an employee performs. It was an evaluation of work the job requires and how it compares to other jobs in the organization and how it compares to similar jobs elsewhere. We looked at common uses and that reflected the work being performed. In some cases, we asked employees for title suggestions.

Council Member Smith asked if any employee suggested their pay rate should be lower?

Ruth Ann Eledge said no.

Council Member Joyner said if we agree with this then we will spend an additional \$212,000 in salaries. He asked how many employees is that?

Ruth Ann Eledge said that is about 200 for the City and about 40 for GUC.

Council Member Joyner asked how many employees would not get a raise next time we give a raise based on a range being lowered?

Ruth Ann Eledge thinks that would be 4 in the City and 10 at GUC.

Council Member Joyner thinks Waters did a good job but he does not believe in these types of studies. We will give 200 employees raises, 14 employees will have pay cuts and no one has had a raise in 3 years. He stated that he wish he had never voted to have this study done and he heard there were inconsistencies in how employee interviews were done.

Council Member Blackburn stated that, as she understands, there are methodologies to appraise what a person does. The task was to find out what an employee actually does in their job. Perhaps an employee was hired 5 years ago to do one job, but the job has evolved over time.

Ruth Ann Eledge stated that she agreed. The adjustments are essentially to adjust the range for what the job actually requires now. She said we would like to recommend all employees get raises but we have to do what can be afforded. We must focus on the ones whose job is not being compensated adequately.

Council Member Blackburn stated that suppose an employee and I were hired as writers and all I do is write. The other employee has taken the initiative and learns to do other things and takes on other additional tasks. Would the other person get a raise and I would stay the same?

Ruth Ann Eledge stated somewhat, but the study is position based and not person based. The issue is whether that other person is now required to do those additional things or is just doing them. If required, then the job titles should no longer be the same. We also need to look at what the position requires most of the time and not extra tasks taken on for a rare occasion.

Mr. Paylor said that the last time we went through this process was about 10 years ago.

Mayor Pro-Tem Kittrell asked what is the process for employees who feel they were not given adequate input or were not satisfied with the results?

Ruth Ann Eledge said that no one has told her they had inadequate time to present their position. But we still have an additional step that allows employees to initiate a request for review, but before that comes, you must adopt a structure.

Mayor Pro-Tem Kittrell asked if we have to vote on this before we can do it?

Council Member Smith asked how they go through the process?

Ruth Ann Eledge said there is a form that the employee completes. They address proposed job title and proposed grade and the form allows them to say it should be in the same level as some other position, etc. Each employee should get some information on what is proposed and how it came to be there.

Council Member Smith asked where the employee gets the form from?

Ruth Ann Eledge says it is in her proposal. The employee completes the form and returns the forms to their supervisor. The supervisor then sends the form to Human Resources. The employee can attach anything they like to support the employee's request.

Council Member Smith asked if the form still goes to Waters if a supervisor or Human Resources does not agree with the employee's request?

Ruth Ann Eledge responded yes.

Council Member Smith wanted copies of the employee appeals to be sent to the Council in addition to going to Waters. She thinks some employees will get more assistance and support from supervisors in this than others because of favoritism. She wants to be sure decisions are made not on who is in the position but on what the position does.

Mayor Pro-Tem Kittrell wanted the review process done before a plan is adopted, rather than after. He would prefer to adopt something that we are all happy with. He asked if that is possible?

Ruth Ann Eledge said that it is very important to have a full communication plan when you talk to your employees, so we would like to have the governing body approve the plan first. Then the review request is the last step.

Council Member Smith asked why you cannot talk to staff if you have been given the authority by us for certain parameters? She feels employees will be less likely to address their concerns if things have already been approved. Many employees talk about the process but not all employees are best friends with their boss. You are telling us now employees can appeal. This is new information. If we had known that, this process may not have taken so long. As elected officials, we have to be the voice for employees they perhaps cannot be for fear of retaliation. She asked why vote on something before the process is completely delivered.

Council Member Blackburn feels that Council Member Smith has raised a good point, but it seems it will be difficult to ask employees to react to something that is vague and not final. If there is a communication plan as part of whatever is done, can it be made abundantly clear that employees are fully vested in their right to appeal and have another review? As far as she can see, some folks have concerns and we definitely

need to look at them, but if the majority of the plan is good, we need to move forward with what is good.

Council Member Mercer asked if we have a sense of how many employees might fit into the category?

Ruth Ann Eledge said that she does not know for Greenville. Based on her experience with similar studies, there will be some employees who appeal. Usually there is about 5-10% of employees who will appeal. It is a fairly standard part of the process.

Council Member Mercer said he feels this process is done about every decade and feels it should be done so we do not get too far off target. As he read the materials and listened to the comments, he feels this has been a scientifically based process and while no study is absolutely perfect, he feels Waters has done as best that can be done. He is inclined to support the recommendation before us. He is sensitive to concerns addressed, but there is a process in place to address employee concerns. He is ready to move forward.

Council Member Glover stated that she feels you can call something scientific, but there are always margins of error. She feels it is not a good practice to approve something a majority of employees are dissatisfied with. She saw that you came up with Administrative Specialists, but are those people really qualified for that? A Secretary II may be doing a lot more than a Secretary II, yet you still bring them down? This is really not fair and she is not going to vote on anything she knows will bring down employee morale or make them feel they are not worth what they think they are or that they are not doing a good job. Many are doing way above their job description, but we are knocking them back down. Many are often asked to do way more than their job description, and if that is consistent, their job should be elevated, but often they are brought down.

Mr. Flowers said this is a question of alternatives. Who does this if you do not get a professional outside group to do it? Supervisors? If you already have concerns about the study not being fair, do you want to turn the whole program over to them? He would rather see us go with the recommendations of a professional group.

Mr. Paylor stated that he agreed. He feels this comes from the top down to manage the process. If there is a supervisor out of hand or not treating employees fairly, that should be addressed.

Dr. Hardy asked if there is a formal process in place to file an appeal and if appeals will be reviewed objectively?

Ruth Ann Eledge said that employees were told they could see the final questionnaire so they could see all the comments added after they prepared the job description questionnaires. We have tried to be very open and straightforward, but we are not doing performance evaluations. That is a case for a merit process. But this study looks at what the job is, what is required for the position, how it compares to other positions and how similar positions are paid across the market. Three or four classifications are

seeing an improvement in their pay range. The average change is about 4%. Many incumbents actually receiving salary increases as a result of this are the lower paid employees which are under \$35,000 annually. While there is always some subjectivity in any study, this minimizes it.

Mayor Pro-Tem Kittrell asked if there can be a trial approval that it is still not final until after the grievance process? Are we approving this tentatively with final approval coming after the report from the appeals process? Can we do that?

Ruth Ann Eledge asked if actual pay changes would be effective July 1, 2011?

Mr. Bowers stated that under a tentative approval pay the changes would not be effective July 1, 2011.

Ruth Ann Eledge asked if changes could be retroactive back to July 1, 2011?

Mayor Pro-Tem Kittrell stated that he is good with that.

Mr. Elks asked Ruth Ann to review the previous distribution of hierarchy to staff and the subsequent opportunities for review.

Ruth Ann Eledge stated that grade placement and results of job evaluation were reviewed in March of 2011. Prior to that, we completed job evaluations and had gone out into the departments and discussed relationships of positions. Ranges were not assigned at that time, but we did discuss how one position related to another (higher, lower). Direction was given from boards for positions to be at market. Then we developed actual ranges. We went back to the departments and discussed those ranges. We have not given employees a chance to review. That is the next step. We will explain how structures were developed and they can request a review of their position.

A motion was made by Mr. Minges, seconded by Dr. Hardy, to approve the proposed ranges, at market, effective July 1, 2011 with the understanding that additional information can be presented and changes can take place. The motion carried. Mr. Edmonson opposed.

Mr. Minges stated that he recognized the City's concerns, but has not seen these at the GUC level. He would like to see them move forward.

Council Member Blackburn said that whatever we do, she likes idea of making it retroactive.

Ruth Ann Eledge cautioned that not all requests for review result in changes.

Council Member Joyner said he has heard a study is conducted every 10 years. Did we do it 20 years ago? He thinks this is the second time a study has been completed.

Mr. Elks stated that it is at least the third study completed.



Gerry Case stated that a study was completed in 1987. A mini study was completed in 1993. Another study was completed in 1998.

Council Member Joyner asked why do we do this before we finish the whole process? He has heard enough complaints. If review process will give results, he does not see the point.

Council Member Mercer said he preferred that we pass the motion like GUC, but he is not sure the votes are there. There is some sentiment for a tentative approval contingent upon the completion of the review process. So we know what is at stake here, it seems cumbersome, but what is the down side if the up side is to get concerns satisfied?

Mr. Bowers stated that he feels the down side is the delay or the uncertainty.

Council Member Mercer asked if another downside is to pass tentatively. If we take it back later, that would be bad, right?

Mr. Bowers stated that it would be messy. He does not feel there would be sufficient appeals to warrant scrapping the whole plan.

A motion was made by Council Member Mercer, seconded by Council Member Blackburn, to approve the proposed ranges, at market, effective July 1 with the understanding that additional information can be presented and changes can take place.

Council Member Smith stated that she agreed no process will be flawless or perfect. She asked if the decision affected them as an employee, how would they feel particularly hearing that 10% may appeal, but most get no change? If she had not heard these concerns, she would agree with going forward now. Our decisions affect their lives. She feels an appeal after approval is just a slap in the face.

Council Member Glover agreed with Council Member Smith's concerns. She is hearing that 10% of the employees can complain but nothing will change. That is not how she wants employees treated. She wants them to feel valuable, regardless of what their supervisors feel. Often people dislike you because of the color of their skin or their hairstyle. One employee told her she was told by her supervisor, over one incident, that she would never move up in the department and would never get a raise. She is hearing from Waters that they need approval first. If you would have told us that months ago that there was an appeal process, She would feel better about this. She is not making a decision like that. It is not fair. How do we know you really look at these appeals and consider the employee's concerns? You cannot tell me you will not look at this and say, I looked at it, but it is too much trouble to change. She does not trust the process. Your supervisor will work for you or against you.

Council Member Mercer said that Council Member Smith asked a question which he feels is fair. If he were in the employee's situation, he feels part of what may be going

on here is a difference in philosophy or in how we approach our jobs on the Council. Maybe this could be a retreat topic, or we could have lunch to discuss. He does not go and talk to employees of the City about their jobs or encourage them to come to me. He generally sends them to talk to their supervisors. He feels doing otherwise undermines the authority of the supervisors and management. He feels it is our job to hire good managers who will hire quality employees. We must have some method, some sound approach, to do something like this.

A motion was made by Mayor Pro-Tem Kittrell, seconded by Council Member Blackburn, to call the question.

Council Member Mercer and Council Member Blackburn voted in support of the motion.

Mayor Pro-Tem Kittrell, Council Member Joyner, Council Member Smith, and Council Member Glover opposed the motion. The motion failed.

A motion was made by Mayor Pro-Tem Kittrell, seconded by Council Member Mercer, to tentatively approve the plan recommendations, with the ability of employee to go through the appeal process. Upon completion of the report of the appeal process will be brought back to the City Council for final approval and implementation retroactive to July 1, 2011.

Dave Holec reminded them that a provision of GUC's charter states that the City and GUC have mutual pay policies and practices. Any divergence is questionable. He stated that is why you have joint meetings and take actions at the same time.

Mayor Dunn asked when Ruth Ann anticipates the completion of the appeal process.

Ruth Ann Eledge stated that as soon as they get direction that they will move forward. Employees will get a couple of weeks to review. She assures GUC's board and the City Council that this is fact-based review and they do not know any of our employees.

Mr. Bowers stated that he feels as a practical matter, the appeal will be at least 60 days. Since we do not meet in July, it would be August at best, but could even be in September.

The motion carried unanimously.

Dave Holec stated that GUC does not need to change their motion.

Mr. Bowers asked as a GUC commissioner, which option did the GUC Board select?

Mr. Minges stated that the GUC's motion was for 1½%.

Council Member Mercer stated that Council Member Joyner asked for a market analysis for the City Manager, City Attorney, City Clerk, Mayor, and Council Members.

ADJOURN

There being no further business, a motion was made by Mayor Pro-Tem Kittrell, seconded by Council Member Joyner, to adjourn the meeting at 8:26 p.m. The motion carried unanimously.

A motion was made by Mr. Edmonson, seconded by Mr. Flowers, to adjourn the meeting at 8:26 p.m. The motion carried unanimously.

Prepared by:  
Jean F. Forrest, Recording Secretary  
Greenville Utilities Commission

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Resolution accepting dedication of rights-of-way and easements for Paramore Farms, Phase 2 Cluster and Gateway West, Phase 1

**Explanation:** The developers of Paramore Farms, Phase 2 Cluster and Gateway West, Phase 1 have recently completed all public improvements. The developer's surety will be released upon acceptance of the rights-of-way and easements by the City.

In accordance with the City's Subdivision regulations, right-of-ways and easements have been dedicated for Paramore Farms, Phase 2 Cluster (Map Book 74 at Page 96) and Gateway West, Phase 1 (Map Book 72 at Page 72). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plats showing the rights-of-way and easements are also attached.

**Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2011-2012 budget.

**Recommendation:** Adopt the attached resolution accepting dedication of rights-of-way and easements for Paramore Farms, Phase 2 Cluster and Gateway West, Phase 1.

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

**Attachments / click to download**

- [Paramore Farms Phase 2 Cluster Map](#)
- [Gateway West Phase 1 Map](#)
- [August 2011 Right of Way Resolution 899296](#)



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:

|                                 |             |         |
|---------------------------------|-------------|---------|
| Paramore Farms, Phase 2 Cluster | Map Book 74 | Page 96 |
| Gateway West, Phase 1           | Map Book 72 | Page 72 |

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 8<sup>th</sup> day of August, 2011.

\_\_\_\_\_  
Patricia C. Dunn, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal this the 8<sup>h</sup> day of August, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires:

899296

Item # 2

Doc ID: C000040001 Type: CWP  
 Recorded: 03/24/2011 at 04:54:28 PM  
 Fee Amt: \$21.00 Page 1 of 1  
 Pitt County, NC  
 Deborah T Barrington REG OF DEEDS  
 BK 74 PG 96

**SITE DATA**

AREA IN TOTAL TRACT.....3.5390 ACRES  
 NUMBER OF LOTS CREATED.....12  
 AREA IN COMMON AREA.....0 ACRES  
 AREA IN PARKS,  
 RECREATION AND THE LIKE.....0 ACRES



**LOT CURVE DATA**

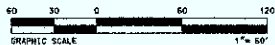
| COURSE       | RADIUS | LENGTH | CHORD  | BEARING      |
|--------------|--------|--------|--------|--------------|
| LOT 141 - C  | 25.00' | 8.61'  | 8.57'  | S 67°08'01"W |
| LOT 142 - C1 | 30.00' | 70.31' | 65.16' | S 89°25'21"W |
| LOT 142 - C2 | 25.00' | 12.42' | 12.29' | S 42°59'19"W |
| LOT 143 - C  | 30.00' | 55.33' | 52.54' | N 39°13'14"W |
| LOT 144 - C  | 30.00' | 53.60' | 50.38' | N 24°07'15"E |
| LOT 145 - C1 | 25.00' | 12.42' | 12.29' | S 69°05'09"E |
| LOT 145 - C2 | 30.00' | 61.44' | 57.62' | N 89°51'20"E |
| LOT 146 - C  | 25.00' | 8.61'  | 8.57'  | N 89°40'09"E |

**NOTES:**

- 1) THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THESE DESIGNATED WIDTHS.
- 2) A PORTION OF THE LOTS SHOWN HEREON ARE LOCATED WITHIN A 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM 170751-4260, DATED 12/29/94. SEE FINAL LETTER OF MAP REVISION CASE NO. 10-04-3020P DATED 12/28/10.
- 3) ALL UTILITY AND DRAINAGE EASEMENTS ARE LOCATED ON PROPERTY LINES OR MAINS AS INSTALLED UNLESS OTHERWISE DIMENSIONED OR NOTED.
- 4) ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- 5) COMMON AREA & ALLOWED ENCROACHMENTS WITHIN THE ROAD R/W SHALL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION. REFER TO DEED BOOK 2113, PAGE 383 AND DEED BOOK 2251, PAGE 572.
- 6) 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, CANPIRES, ANTIENAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, WALL RECEPTACLES AND IMPROVISED SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- 7) PORTIONS OF THIS PROPERTY CONTAIN DELINEATED WETLANDS. WETLANDS ARE A VALUABLE NATURAL RESOURCE WHICH PROVIDE IMPORTANT ECOLOGICAL FUNCTIONS. BE ADVISED THAT WETLANDS ARE REGULATED BY THE FEDERAL GOVERNMENT UNDER SECTION 404 OF THE CLEAN WATER ACT. PRIOR TO COMMENCEMENT OF ANY LAND-DISTURBING ACTIVITIES, A FEDERAL PERMIT UNDER SECTION 404 OF THE CLEAN WATER ACT, AND A FEDERAL PERMIT UNDER SECTION 108 OF THE ARMY CORPS OF ENGINEERS, CONTACT THE NEAREST U.S. ARMY CORPS OF ENGINEERS FIELD OFFICE AT 1252 915-1616 FOR ADDITIONAL INFORMATION AND PERMIT REQUIREMENTS.

**LEGEND**

- - IRON STAKE SET (UNLESS OTHERWISE NOTED)
- EIP - EXISTING IRON PIPE
- EIS - EXISTING IRON STAKE



**MAP FOR RECORD  
 PARAMORE FARMS PHASE 2 CLUSTER  
 A RESIDENTIAL CLUSTER DEVELOPMENT**

GREENVILLE GREENVILLE TWP. PITT COUNTY NORTH CAROLINA

**OWNERS:** BILL CLARK HOMES OF GREENVILLE, LLC  
**ADDRESS:** 200 EAST ARLINGTON BLVD.  
 GREENVILLE, NC 27658  
**PHONE:** (252) 355-2000

**MALPASS & ASSOCIATES**  
 1645 EAST ARLINGTON BLVD.  
 SUITE D  
 GREENVILLE, NC, 27654  
 (252) 766-1780

**SURVEYED:** JDC **DATE:** 12/22/10  
**DRAWN:** JHT **SCALE:** 1" = 60'  
**CHECKED:** CEP **SHEET NUMBER**  
**APPROVED:** WKM **1 OF 1**

**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLES OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:  
 DEED BOOK 1928 PAGE 141  
 DEED BOOK 1928 PAGE 141  
 N.C. REGISTRATION NO. L-2980

**OWNER'S STATEMENT**  
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:  
 Daniel Smith  
 Daniel Jack  
 OWNER  
 SWORN AND SUBSCRIBED BEFORE ME THIS 21st DAY OF JANUARY 2011.  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES 1/18/12

**APPROVAL**  
 THIS FINAL PLAT, NO. 10-01 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 12th DAY OF JANUARY 2011.  
 SIGNED: [Signature]  
 NOTARY PUBLIC

**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, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.  
 SIGNED: Daniel Smith  
 SIGNED: Daniel Jack  
 ATTEST: [Signature]

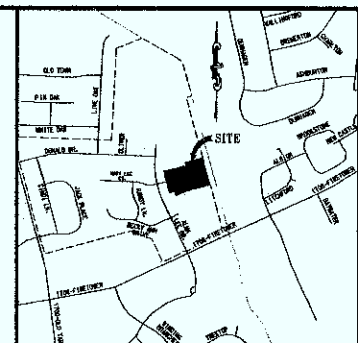
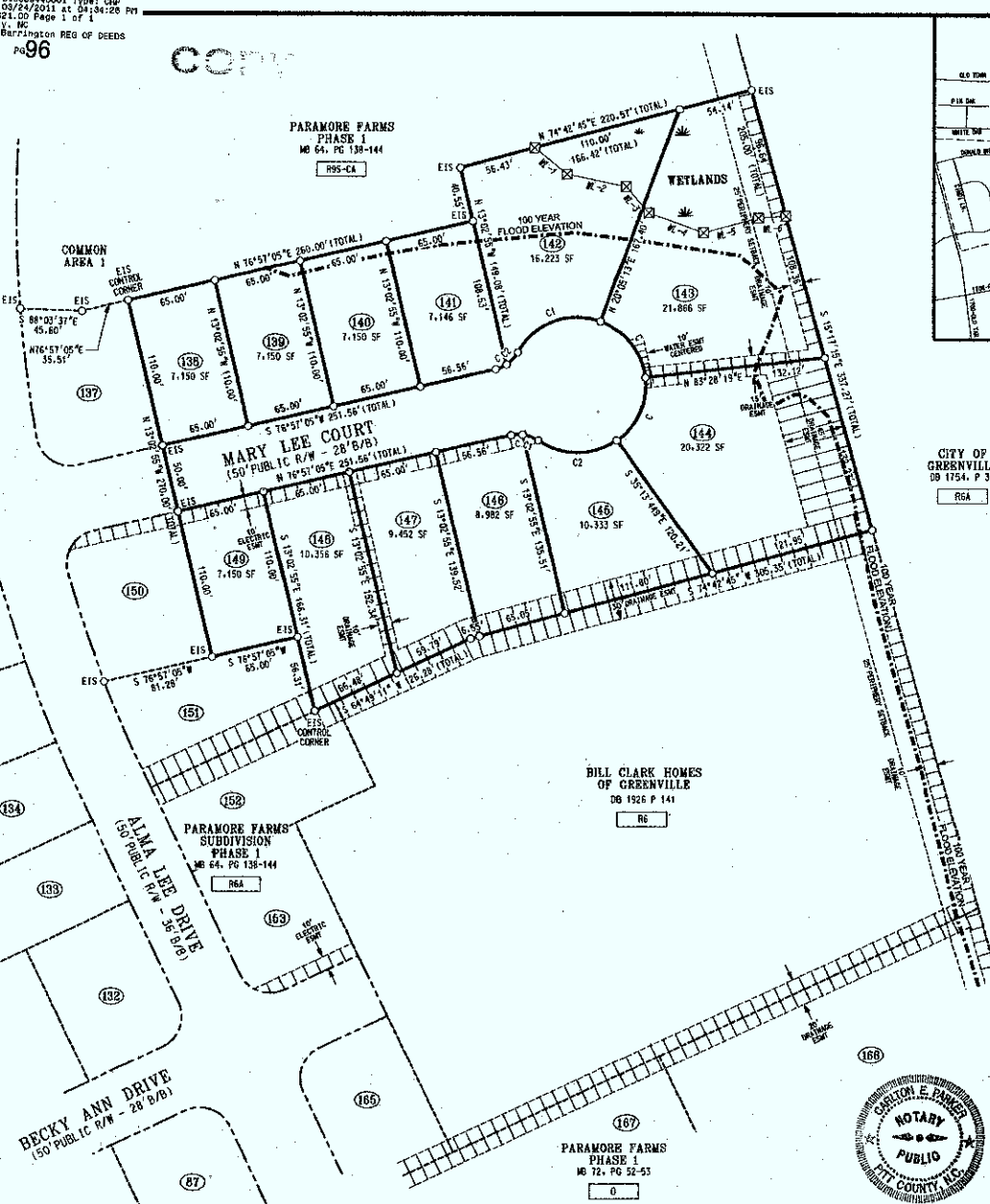
I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES SUBDIVISIONS.

CARLTON E. PARKER

I, CARLTON E. PARKER, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED FROM LATITUDES AND DEPARTURES IS 1:110,000; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK PAGE 1 THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITH MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 21st DAY OF JANUARY A.D., 2011.

CARLTON E. PARKER L-2980

ANDREW THOMAS JR.  
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 REVIEW OFFICER 3/24/11 DATE



**VICINITY MAP**  
 1" = 1000'

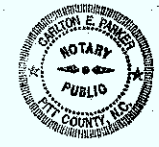
CITY OF GREENVILLE  
 DB 1754, P 30  
 R6A

**100 YEAR BASE FLOOD ELEVATIONS**

|              |       |
|--------------|-------|
| LOTS 139-143 | 57.6' |
| LOT 144      | 51.5' |

**WETLANDS LINE**

|     |                 |        |
|-----|-----------------|--------|
| W-1 | S 50° 51' 22" E | 30.93' |
| W-2 | S 78° 01' 45" E | 43.94' |
| W-3 | S 40° 46' 00" E | 25.36' |
| W-4 | S 65° 54' 29" E | 42.45' |
| W-5 | N 74° 33' 51" E | 41.56' |
| W-6 | N 85° 25' 25" E | 20.25' |





NGS.D.T. CONTROL POINT  
 7197.131'  
 N. 70°16'45.890"  
 E. 246820.030'  
 (EAD 83/96)

STANTONSBURG ROAD (N.C.S.R. 1200)  
 (PUBLIC R/W VARIES; PAVEMENT WIDTH VARIES)

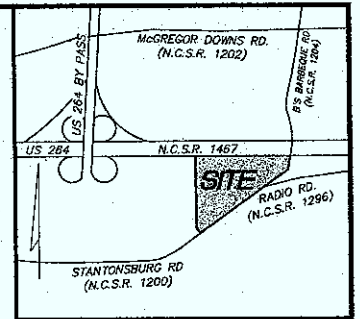
RADIO STATION ROAD  
 (N.C.S.R. 1296)  
 (60' PUBLIC R/W OF PAVEMENT WIDTH)

M.B. 47 PG. 181 (12/30/98)

**Legend:**

- EXISTING PK NAIL. E.P.K.
- EXISTING IRON PIPE EIP
- RIGHT OF WAY MONUMENT E.R.W.M.
- NO POINT SET
- LOT NO. ⑨
- N/F NOW OR FORMERLY
- (W) WITNESS
- (T) TOTAL
- ESMT. EASEMENT
- D.B. DEED BOOK
- P.G. PAGE
- M.B. MAP BOOK
- S.D.T. SIGHT DISTANCE TRIANGLE

Doc ID: 009294200001 Type: CPP  
 Recorded: 07/02/2009 at 08:18:47 PM  
 Fee Amt: \$21.00 Page 1 of 1  
 File County: 10  
 Deform: T 84-Lington REG OF DEBUS  
 BK 72 PG 72



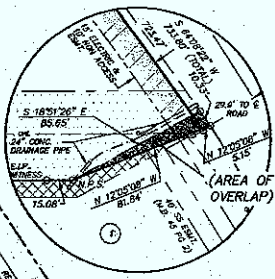
**Vicinity Map**  
 SCALE: 1" = 1000'

**COPY**

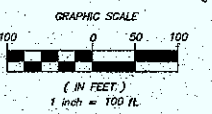
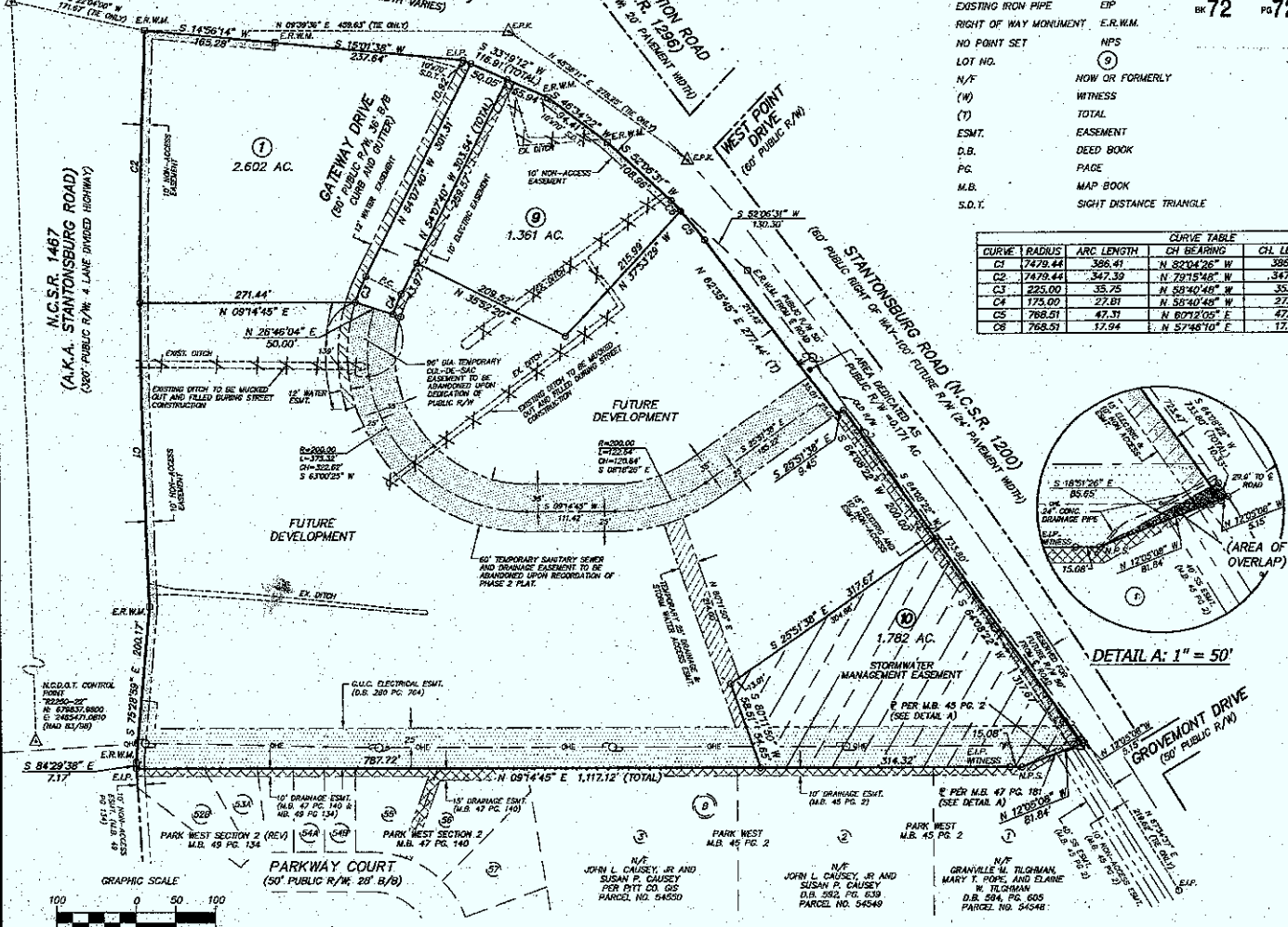
| CURVE | RADIUS  | ARC LENGTH | CH BEARING     | CH LENGTH | DELTA    |
|-------|---------|------------|----------------|-----------|----------|
| C1    | 7479.44 | 386.41     | N. 82°04'26" W | 386.37    | 2°57'36" |
| C2    | 7479.44 | 347.39     | N. 79°15'48" W | 347.36    | 2°39'40" |
| C3    | 225.00  | 35.75      | N. 58°40'48" W | 35.72     | 5°06'16" |
| C4    | 175.00  | 27.81      | N. 58°40'48" W | 27.78     | 5°06'16" |
| C5    | 768.51  | 47.31      | N. 80°12'05" E | 47.30     | 3°31'37" |
| C6    | 768.51  | 17.94      | N. 57°48'10" E | 17.94     | 1°20'14" |

**Notes:**

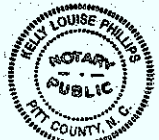
1. IRON STAKES LOCATED AT ALL CORNERS, EXCEPT AS NOTED OTHERWISE.
2. ALL DISTANCES ARE HORIZONTAL GROUND MEASURED UNLESS SHOWN OTHERWISE.
3. AREA BY COORDINATES.
4. THIS PROPERTY IS LOCATED IN A ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD) AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NUMBER 37204G7001, PANEL 4674 A, EFFECTIVE JANUARY 2, 2004.
5. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS, OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
6. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
7. THIS PROPERTY IS SUBJECT TO THE CITY OF GREENVILLE STORMWATER MANAGEMENT PROGRAM, LOT 10 IS RESERVED FOR STORMWATER MANAGEMENT AND DOES NOT CONSTITUTE A BUILDING SITE.
8. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS, AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES, AND IMPERVIOUS SURFACES, SHALL ENCROUGH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.



DETAIL A: 1" = 50'



- References:**
- PARCEL NO. 062730
  - D.B. 2568, PG. 623
  - M.B. 71 PG. 162
  - D.B. 1539, PG. 448
  - M.B. 47 PG. 181
  - D.B. 0 52 PG. 81
  - STATE HIGHWAY BK. 1, PG. 31A, 31 F, 32 I
  - D.B. P 31 PG. 528
  - D.B. M 53, PG. 700
  - D.B. 280 PG. 704
  - D.B. W 22 PG. 359
  - D.B. R 31 PG. 351



**Site Summary:**

|  |            |
|--|------------|
| NUMBER OF LOTS CREATED                     | 3          |
| ACREAGE IN LOTS                            | 6.745 AC.  |
| ACREAGE IN GATEWAY DR./STANTONSBURG RD R/W | 0.555 AC.  |
| ACREAGE IN FUTURE DEVELOPMENT              | 11.936 AC. |
| ACREAGE IN TOTAL TRACT                     | 18.236 AC. |
| ACREAGE IN COMMON AREA(S)                  | NONE       |
| ACREAGE IN PARK AND RECREATION AREAS       | NONE       |



**CERTIFICATION**  
 NORTH CAROLINA    PITT COUNTY

I, JAMES F. WHITE, JR., CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME FROM DEED DESCRIPTIONS RECORDED IN BOOK SEE PAGE 623; THAT THE RATIO OF PRECISION IS 1:10,000 ±; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1)(1c); THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 30TH DAY OF JUNE, 2009.

SIGNED: *James F. White, Jr.*  
 PROFESSIONAL LAND SURVEYOR  
 LICENSE NUMBER L-2423

FINAL PLAT  
**GATEWAY WEST PHASE 1**  
 CITY OF GREENVILLE, ARTHUR TWP., PITT CO., NORTH CAROLINA

OWNER: GATEWAY WEST, LLC  
 ADDRESS: PO BOX 30930 GREENVILLE, NC 27833  
 PHONE: (252) 355-7757

**Rivers** & Associates, Inc.  
 Engineers, Planners, Surveyors  
 107 East Second Street, Greenville, NC 27838  
 (252) 792-4135

**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:

DEED BOOK 2568, PAGE 623  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

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

*James F. White, Jr.*  
 SWORN TO AND SUBSCRIBED BEFORE ME THIS 15<sup>TH</sup> DAY OF JUNE, 2009.

*Kelly Louise Phillips*  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES 6/29/2010

**APPROVAL**  
 THIS FINAL PLAT NO. 09-07, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 11TH DAY OF FEBRUARY, 2009.

SIGNED: *Andrew Shores, Jr.*  
 CITY PLANNER

**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.

SIGNED: *James F. White, Jr.*  
 ATTEST: *Andrew Shores, Jr.*

NORTH CAROLINA    PITT COUNTY

*Andrew Shores, Jr.*  
 A REVIEW OFFICER OF PITT COUNTY, N.C. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

BY: *Andrew Shores, Jr.*  
 REVIEW OFFICER  
 DATE: 7/2/09



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Amendment 2 to the on-call engineering services contract with The East Group

**Explanation:** In December 2009, the Public Works Department entered into an on-call engineering services contract with The East Group. The purpose of this contract was to provide engineering services for low-cost services that the Department does not have the expertise to perform or could not perform due to workload. The current maximum value of this contract is \$120,000.

The Public Works Department used the established procedures for professional services to select the firm for this contract. A request for proposals was issued in November 2008, and qualifications were received on December 10, 2008. The most qualified firm was determined to be The East Group.

The East Group is issued a work order for any work issued under this contract. 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 \$30,000 can be approved by the City Manager, and all contracts for these services greater than \$30,000 are approved by City Council. Public Works uses these procedures for the work orders. Any work order less than \$30,000 is approved by either the City Manager or Department Head as appropriate.

The Public Works Department has issued seven work orders. The total value of all the work orders is \$109,698. Therefore, the total remaining work in the contract that can be awarded is \$10,302. The contract is for two years and expires in December 2011. The Public Works Department is planning to issue a new request for proposals in August 2011 to obtain a new agreement for on-call civil engineering services.

Anticipated design projects or tasks that may be performed under this contract include the design of a new roof for the old section of City Hall and the development of a project to waterproof the exterior of the Municipal Building.

Public Works is requesting that the maximum value of this contract be increased

to \$210,000. This value provides sufficient authority to meet anticipated design needs as well as any unforeseen needs that are identified between now and the time the contract expires.

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

**Recommendation:** Approve the attached amendment increasing the maximum value of the on-call civil engineering services contract with The East Group to \$210,000.

---

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

Attachments / click to download

 [Amendment 2 to on call civil engineering contract 903041](#)

---

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Dec 22, 2009.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No.   2**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: December 22, 2009
- b. Owner: City of Greenville, NC
- c. Engineer: The East Group
- d. Project: On Call Civil Engineering Services to the City of Greenville, NC

2. *Description of Modifications:*

This amendment increase the maximum valor of the contract from \$120,000 to \$210,000.

- 3. Agreement Summary (Reference only)
  - a. Original Agreement amount: \$30,000
  - b. Net change for prior amendments: \$90,000
  - c. This amendment amount: \$90,000
  - d. Adjusted Agreement amount: \$210,000

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

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

Owner:

\_\_\_\_\_

By: Patricia C. Dunn

Title: Mayor

Date \_\_\_\_\_

Signed: \_\_\_\_\_

Address for giving notices:

Department of Public Works

1500 Beatty Street

Greenville, NC 27834

Designated Representative (Paragraph 8.03.A)

Lisa Kirby

Title: Senior Engineer

Phone Number: 329-4467

Facsimile Number: 329-4535

E-Mail Address: lkirby@greenvillenc.gov

Engineer:

\_\_\_\_\_

By: Tony Khoury

Title: President

Date \_\_\_\_\_

Signed: \_\_\_\_\_

Address for giving notices:

The East Group

324 Evans Street

Greenville, NC 27858

Designated Representative (Paragraph 8.03.A)

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Contract award for design of the replacement for Bridge #421 over Meeting House Branch on King George Road

**Explanation:** The project will replace bridge #421 on King George Road in the Brook Valley Subdivision. Inspections by the North Carolina Department of Transportation (NCDOT) have determined that the bridge is usable but functionally obsolete. A request for proposals was issued, and 14 proposals were received. A review committee from the Public Works Department reviewed the proposals and recommended Wetherill Engineering, Inc. of Raleigh, NC, as the most qualified firm. NCDOT has approved the selection of Wetherill Engineering and the negotiated design fee.

The scope of work on this project includes, but is not limited to, project planning, environmental assessments, permitting, public involvement, surveying, and development of construction documents.

A substantial portion of the project is being funded through a Municipal Bridge reimbursement agreement with NCDOT.

**Fiscal Note:** In accordance with the municipal agreement for this project, the City will be reimbursed eighty percent (80%) of the actual costs of the project. The City's portion will be funded by Powell Bill. The proposed budget for the design is as follows:

Expenditures

|        |              |
|--------|--------------|
| Design | \$171,895.18 |
|--------|--------------|

Revenue

|             |              |
|-------------|--------------|
| NCDOT (80%) | \$137,516.14 |
| City (20%)  | \$ 34,379.04 |

**Recommendation:** Approve the attached design contract for the replacement of Bridge #421 over Meeting House Branch to Wetherill Engineering, Inc. in the amount of \$171,895.18.

---

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

**Attachments / click to download**

 [Contract for King George Road Bridge](#)

---

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

**EJCDC** 

ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

*A Practice Division of the*

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

Associated General Contractors of America  
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308  
(703) 548-3118  
[www.agc.org](http://www.agc.org)

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## TABLE OF CONTENTS

|  | <u>Page</u> |
|--|-------------|
| ARTICLE 1 – SERVICES OF ENGINEER.....                | 1           |
| 1.01 Scope .....                                     | 1           |
| ARTICLE 2 – OWNER’S RESPONSIBILITIES.....            | 1           |
| 2.01 General .....                                   | 1           |
| ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....     | 2           |
| 3.01 Commencement .....                              | 2           |
| 3.02 Time for Completion .....                       | 2           |
| ARTICLE 4 – INVOICES AND PAYMENTS.....               | 2           |
| 4.01 Invoices .....                                  | 2           |
| 4.02 Payments .....                                  | 2           |
| ARTICLE 5 – OPINIONS OF COST .....                   | 3           |
| 5.01 Opinions of Probable Construction Cost.....     | 3           |
| 5.02 Designing to Construction Cost Limit.....       | 3           |
| 5.03 Opinions of Total Project Costs.....            | 3           |
| ARTICLE 6 – GENERAL CONSIDERATIONS .....             | 4           |
| 6.01 Standards of Performance .....                  | 4           |
| 6.02 Design Without Construction Phase Services..... | 5           |
| 6.03 Use of Documents.....                           | 5           |
| 6.04 Insurance .....                                 | 6           |
| 6.05 Suspension and Termination.....                 | 7           |
| 6.06 Controlling Law .....                           | 9           |
| 6.07 Successors, Assigns, and Beneficiaries .....    | 9           |
| 6.08 Dispute Resolution.....                         | 9           |
| 6.09 Environmental Condition of Site.....            | 10          |
| 6.10 Indemnification and Mutual Waiver.....          | 10          |
| 6.11 Miscellaneous Provisions .....                  | 11          |
| ARTICLE 7 – DEFINITIONS.....                         | 12          |
| 7.01 Defined Terms.....                              | 12          |
| ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS .....    | 15          |
| 8.01 Exhibits Included .....                         | 15          |
| 8.02 Total Agreement .....                           | 15          |
| 8.03 Designated Representatives .....                | 16          |
| 8.04 Engineer’s Certifications .....                 | 16          |

# EJCDC

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## ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

---

### AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, 2011 ("Effective Date") between

City of Greenville, NC ("Owner") and

Wetherill Engineering, Inc. ("Engineer").

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

Replacement of Bridge #421 over Meeting House Branch on King George Road ("Project").

---

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

Provides On-Call Engineering Services to supplement Department of Public Works's Engineering Staff for small low cost projects and studies

---

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 have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. 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: City of Greenville

Engineer: Wetherill Engineering, Inc.

By: Patricia C. Dunn

By: Debora B. Wetherill

Title: Mayor

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. F-0377

State of: North Carolina

Address for giving notices:

Address for giving notices:

1500 Beatty Street

559 Jones Franklin Road, Ste 164

Greenville, NC 27834

Raleigh, NC 27606

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Designated Representative (Paragraph 8.03.A):

Scott P.M. Godefroy, P. E.

Title: City Engineer

Phone Number: 252-329-4525

Facsimile  
Number: 252-329-4535

E-Mail Address: sgodefroy@greenvillenc.gov

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Designated Representative (Paragraph 8.03.A):

Bob May, PE

Title: Project Manager

Phone Number: 919-851-8077

Facsimile Number: 919-851-8107

E-Mail Address: bmay@wetherilleng.com

This is **EXHIBIT A**, consisting of seven pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, 2011.

## **Engineer's Services**

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This SCOPE OF SERVICES will be used by the ENGINEER as a guide in developing/designing/implementing/administering the project. This will include, but not limited to:

### **I.A. PLANNING & ENVIRONMENTAL**

I.A.1. The ENGINEER will prepare Programmatic Categorical Exclusions (PCE), hereinafter referred to as the "environmental document", in accordance with the latest policies and procedures of the North Carolina Department of Transportation (NCDOT) and/or the Federal Highway Administration. Functional and/or preliminary engineering drawings also will be prepared on 22" x 34" plan sheets. An informal meeting and coordination with the City of Greenville (CITY) representatives/property owners will be required.

#### **a. Data Collection**

The ENGINEER will initiate literature searches, letter correspondences, and telephone contacts with local, regional, state, and federal agencies necessary to obtain available existing information concerning relative topics to prepare the environmental document and supporting technical documents. The ENGINEER will assemble the information and verify the information in the field when necessary.

#### **b. Environmental Document**

The ENGINEER will assemble and summarize all technical information, methodologies, and results of analyses in the correct format for the environmental document in accordance with applicable State of North Carolina procedures, and the requirements of the National Environmental Policy Act (NEPA) [42 USC 4321-4351] and TA 6640.8A. The environmental document will address the following topics:

#### **I.A.2.a. Purpose and Need**

The ENGINEER will evaluate the purpose of and need for the project to provide a basis for developing preliminary alternatives. This evaluation will include but not be limited to:

- The consistency of the project with the comprehensively planned development of the project area,
- The adequacy of the current facilities to handle the present and projected traffic volumes,
- Improved safety and reduction in traffic accidents,

A Purpose and Need Statement will be prepared by the ENGINEER documenting the purpose of and need for the project. The statement will contain sufficient detail to support the purpose of and

need for the proposed action. The Statement will be summarized and included in the Purpose and Need section of the environmental document.

I.A.2.b. Alternatives

The ENGINEER, in cooperation with NCDOT and the CITY, will develop and evaluate a number of preliminary alternatives, in summary form, as the basis for establishing the detail study alternative. To the extent possible, the preliminary alternatives will include all alternatives previously reviewed and all alternatives as may be suggested by citizens. The alternatives will include:

- The No-Build or "Do-Nothing" Alternative
- Rehabilitation of the structure
- Offsite detour
- The Build Alternative(s), including various alternatives previously prepared by the State and by local agencies and those prepared by the ENGINEER.

I.A.2.c. Environmental Consequences The ENGINEER will document the beneficial and adverse environmental impacts of each of the detail study alternatives and the No Build or "Do Nothing" Alternative. Additional discussion will include measures to avoid and minimize impacts and mitigation options. Impacts will be addressed in accordance with applicable State and Federal guidelines and will include:

- (1) Natural Resources -The ENGINEER will perform a natural resources investigation to: inventory the natural resources occurring the project area, and (2) provide quantitative and qualitative descriptions of anticipated impacts to each resource. The natural resources investigation will be conducted in accordance with the NCDOT Natural Resources Investigation Process. The results of the investigation will be documented in a Natural Resources Technical Report. The technical Report will contain sufficient detail to allow NCDOT to review the methodology and the accuracy of the analyses. A reference to this memorandum and a summary of the same will be made a part of the PCE. The PCE discussion will include, but not be limited to: biotic communities, soils, water resources, wetlands, and rare and protected species. Wetlands will be delineated on each detail study alternative in accordance with the Army Corps of Engineers (COE) 1987 Wetland Delineation Manual.
- (2) Historic Architectural Resources and Archaeological Resources -The ENGINEER will investigate the impacts each detail study alternative will have on sites or properties of national, state, or local historical, architectural, archaeological, or cultural significance with the State Historic Preservation Office (SHPO).
  - (a) Historical Architectural Resources -The evaluation of historic architectural resources is not included as a part of this contract
  - (b) Archaeological Resources -The evaluation of archaeological resources is not included as a part of this contract.

- I.A.3. Preliminary Design: The ENGINEER will establish design criteria for the proposed facility for use in developing the preliminary design plans. The design criteria will be submitted to the CITY/NCDOT for review and approval. Revisions to the design criteria may be required throughout the study as the preliminary design plans are developed. The design criteria will be based on AASHTO guidelines for design speed and functional classification and on recommendation of the NCDOT Highway Design Staff.
- I.A.3.a. Preliminary Roadway Design: The ENGINEER will prepare preliminary roadway design drawings for each detail study alternative. The preliminary roadway plans will be prepared in accordance with the NCDOT Preliminary Design Guidelines. All topographic information will be taken from mapping approved by the CITY. The ENGINEER will plot cross sections at critical locations to establish the limits of construction and preliminary right-of-way lines. Final Preliminary Design plans will be submitted to the CITY for approval prior to approval of the PCE. All preliminary design plans furnished to the CITY shall be prepared using MicroStation and Geopak (in a bounded set of plan sheets approximately sized 22" by 34" or on a roll). The plans shall contain a cover sheet showing a layout of the plan sheets and numbers. The cover sheet shall also contain a project location map, vicinity map and index of sheets and project description. Vertical grades and profiles shall be prepared on plan sheets with grids to indicate stations and elevations.
- I.A.3.b. Functional Bridge Design: The ENGINEER will discuss functional bridge concepts for all interchanges and stream crossings that warrant bridge crossings. All decisions concerning the structure and structure plans shall be coordinated with the CITY.
- I.A.4. Cost Estimates: Utilizing mapping provided by the ENGINEER, the CITY will prepare right-of-way cost estimates for each of the detail study alternative. The ENGINEER will prepare construction quantity estimates based on the preliminary design. The ENGINEER/NCDOT will use these quantities to determine cost estimates.
- I.A.5.a. Meetings and Public Involvement: The CITY will be responsible for location and arranging the facilities for one informal meeting. The CITY will notify the property owners in advance of the meeting.
- I.A.5.b. Scoping Letter: The ENGINEER will prepare a draft scoping letter to initiate coordination and solicit comments on the proposed project. The draft scoping letter will include, but not be limited to, identifying the limits of the project, previous alternatives developed, and known environmentally sensitive issues. The ENGINEER will submit the draft scoping letter and a small-scale map showing the proposed project area to the CITY for distribution.
- I.A.5.c. Phone and Mail Contact: All responsible project personnel having expertise in the area of concern will handle mail and telephone contact. All mail and phone contacts will be responded to within two business days and will be coordinated with the CITY.
- I.A.5.d. Citizens Informational Meeting: The ENGINEER will be responsible for conducting Citizens Informational Meeting to inform the property owners of the progress of the study and to obtain public input. The meeting will be informal in nature to encourage one-on-one discussions of the project with the public. However, a formal project presentation will be made by the ENGINEER

during this workshop if requested. All public concerns and comments identified during the meeting will be noted by the ENGINEER's representatives. A set of comments will be compiled.

The ENGINEER will prepare a project handout/brochure and graphic exhibits for the meeting. All handouts/brochures will be developed to relate to the workshop being held and will be approved by the CITY prior to public distribution.

The CITY will be responsible for location and arranging the facilities for the meeting. The CITY will notify the property owners in advance of the meeting..

- I.A.6. Mapping: The ENGINEER will provide location surveys to produce mapping.
- I.A.7. Coordination: The ENGINEER will maintain coordination with the CITY and their designated representatives throughout the project. The coordination will include regular transmittals of project correspondence and records as well as telephone contact for items requiring immediate attention. Face-to-face review meetings may be held with the CITY to discuss project activities and schedules and to resolve potential problems. The ENGINEER will provide minutes of the review meetings to the CITY.
- I.A.8. When performing Planning Studies, Environmental Investigations and/or Permit Application work it shall be the responsibility of the ENGINEER to provide information, deemed necessary by the CITY, for the development or implementation of final Documents, Plans or Reports. All assignments shall be developed in accordance with the site-applicable designs and procedures as set forth in the SCOPE OF SERVICES.

## **I.B. DESIGN**

### **I.B.1. Description of Work Required**

Prepare right of way and construction plans to include, as applicable, but not limited to the following:

- Roadway design;
- Structure design;
- Geotechnical and foundation recommendations;
- All hydraulic surveys, permit drawings, and design;
- Permitting;
- Traffic Control and Pavement Marking Plans; and
- Construction Phasing Sketches.

- I.B.2. The ENGINEERS shall prepare right of way and construction plans in accordance with the NCDOT's practices, further defined and as in the Roadway Design Guidelines furnished by the NCDOT.

- I.B.3. The ENGINEERS shall prepare right of way plans and furnish the CITY with bond prints for right of way acquisition. The ENGINEERS shall then prepare roadway construction plans and details.
- I.B.4. The ENGINEERS shall furnish preliminary roadway quantities as requested by the CITY. The ENGINEER will prepare all preliminary estimates.
- I.B.5. The ENGINEERS shall perform site investigations and hydrological and hydraulics design studies and field surveys as necessary to determine the requirements for all hydraulics related structures as outlined in FAPG-3CFR650A and the Guidelines for Drainage Studies and Hydraulics Design furnished by the NCDOT.
- I.B.6. Where alternate designs appear warranted, the ENGINEER shall contact the CITY prior to modifying the scope of services and/or design. If directed by the CITY, the ENGINEER shall prepare designs in sufficient detail to permit a decision on the most desirable alternative. These designs should include profiles, grades, proposed retaining walls, construction quantities and any other pertinent information that will facilitate the selection of the recommended alternative.
- I.B.7. When performing design work for areas on or adjacent to public streets or highways, it shall be the responsibility of the ENGINEER to provide information, deemed necessary by the CITY, for the development of Construction Phasing and Traffic Control Plans. All Traffic Control, Pavement Marking and Delineation Plans shall be developed in accordance with the site-applicable designs and procedures as set forth in the Traffic Control Section Guidelines.
- I.B.8. For the structure listed in the ENGINEER's manday estimate, the ENGINEER shall perform geotechnical subsurface investigations according to the procedures and guidelines outlined in the most recently revised copy of the NCDOT Geotechnical Unit Guidelines and Procedures Manual. The ENGINEER shall prepare the structure foundation designs in accordance with the site-applicable designs and procedures as set forth in the Bridge Foundation Guidelines.
- I.B.9. For the bridge listed in the ENGINEER's manday estimate, the ENGINEER shall determine the most economical type of construction and span arrangements for the site and shall prepare preliminary plans for the structure for review and approval by the CITY. Preliminary plans for the structure shall be developed to the extent necessary to establish arrangement of substructure, hydraulic openings where applicable, geometrics, and type of construction.
- I.B.10. Construction: Phasing Plans and Final Traffic Control Plans and Project Special Provisions, as listed below, shall be developed by the ENGINEER in sufficient form and detail as specified in the NCDOT Traffic Engineering Branch Guidelines:
- (a) Construction Phasing Sketches showing each phase and/or stage and written traffic control concept phasing for construction and maintenance of traffic; and
  - (b) Traffic Control and Pavement Marking Plans.
- I.B.11. When performing field work on or adjacent to public streets or highways, it shall be the responsibility of the ENGINEER to provide traffic control including flagmen and/or any other necessary devices in accordance with the "Manual on Uniform Traffic Control Devices" (current Edition), the "N. C. Department of Transportation -Construction and Maintenance Operations



Supplement to the M.U.T.C.D." and the "North Carolina Survey Crew Safety Supplement" to protect workers, equipment, and the traveling public.

- I.B.12. The ENGINEER shall obtain all field survey data along the corridor recommended in the ENGINEER's manday estimate as mandated by "Description of Work Required" listed above, and shall establish the roadway alignment and profile for approval by the CITY.

The ENGINEER shall obtain all other survey data necessary to prepare right of way and construction plans as specified in the Location Survey Guidelines. The ENGINEER's responsible representative will contact all affected property owners and explain to them the scope of the project prior to beginning surveys.

- I.B.13. Final Engineering Plans shall be developed and shall be in sufficient form and detail for the CITY to let a construction contract. Final plans shall include engineering design, details, and material quantities for the project. Final plans shall meet the approval of the CITY prior to acceptance. Said approval shall not relieve the ENGINEER of liability or the responsibility to correct any errors in their plans or computations. Correction of errors discovered after the construction phase of the project begins will not be considered as construction engineering.
- I.B.14. All plans shall be prepared on sheets furnished by the ENGINEER. The plans for the work shall be prepared in electronic format with a submitted hardcopy. The CITY prefers all electronic files be in Microstation format using Geopak software.
- I.B.15. All releases to newspapers, magazines, television and radio shall be approved by and released by the CITY unless otherwise directed.

### **I.C UTILITY COORDINATION AND ENGINEERING**

- I.C.1. All work shall be coordinated with the proposed highway project, including but not limited to the storm sewer, roadway designs, structure designs, traffic control and phasing, project constructability, retaining walls, noise walls, traffic signing and signal poles, rights of way, control of access, and environmental permits and commitments.
- I.C.2. All work shall be coordinated with the utility owners and shall include the owner's present and future needs, constructability, maintenance of service, future maintenance of facilities, accessibility, and permit requirements.
- I.C.3. Plans, special provisions, estimates, and reports are to be prepared in electronic format. Plans shall be in Microstation format using the latest version of Geopak software used by the NCDOT. Special provisions and reports shall be in the latest version of Microsoft WORD software format used by the NCDOT. Estimates shall be in the latest version of Microsoft EXCEL software format used by the NCDOT.
- I.C.6. Field data shall be obtained and plans shall be prepared in conformity with current practices of the NCDOT as outlined in the various NCODT Unit Manuals, Unit Guideines, in regard to presentation, media, sheet sizes, scales, pay items, special drawings, and summaries thereof.

I.C.7. When performing field work on or adjacent to public streets or highways, it shall be the responsibility of the ENGINEER to provide traffic control including flagmen and/or any other necessary devices in accordance with the "Manual on Uniform Traffic Control Devices" (current Edition), the "N. C. Department of Transportation -Construction and Maintenance Operations Supplement to the M.U.T.C.D." and the "North Carolina Survey Crew Safety Supplement" to protect workers, equipment, and the traveling public.

**I.D FINAL PLANS/DELIVERABLES**

- I.D.1. Final roadway plans, structure plans, and Project Special Provisions shall be developed and shall be in sufficient form and detail for the CITY to let a construction contract. Final plans shall include roadway design and details, structure design and details and material quantities for the project. Final plans shall meet the approval of the CITY/NCDOT prior to acceptance. Said approval shall not relieve the ENGINEERS of liability or the responsibility to correct any errors in their plans or computations. Correction of errors discovered after the construction phase of the project begins will not be considered as construction engineering.
- I.D.2. Special Provisions: The NCDOT Standard Specifications for Roads and Structures shall apply for all work described above. The ENGINEER shall prepare thorough and complete Project Special Provisions covering those items of work and other conditions special to the project which are not covered at all or not covered as desired. These Project Special Provision shall be submitted when prints of final plans are submitted for review.
- I.D.3. All **Original** design calculations, field notes, quantity calculations, any necessary project special provisions, and other material in addition to the drawings prepared under this Agreement shall be the property of the CITY and shall be turned over to the CITY upon completion of the work. The CITY shall have the right to use same for any public purpose without compensation to the ENGINEER.

This is **EXHIBIT B**, consisting of three pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, 2011.

## **Owner's Responsibilities**

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- ~~E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.~~
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

This is **EXHIBIT C**, consisting of seven pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, 2011.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Lump Sum**

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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. An amount equal to the lump sum amount as detailed in the manday and fee estimates for each task.
2. Engineer’s Manday and Fee Estimate Schedule is attached to this Exhibit C as Appendices 1.
3. The total compensation for services under Paragraph C2.01 is estimated to be \$ 171,895.18.
4. ~~Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.~~
5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultants' charges.
6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on a lump sum amount as detailed in the manday and fee estimates for each task.
7. ~~The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Engineer.~~

**C2.02 Compensation For Reimbursable Expenses**

~~A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.~~

~~B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~

~~C. The amounts payable to Engineer for Reimbursable Expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of \_\_\_\_\_.~~

~~C2.03 Other Provisions Concerning Payment~~

~~A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of \_\_\_\_\_.~~

~~B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~C. Estimated Compensation Amounts:~~

~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

~~D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

## COMPUTATION OF MANDAY REQUIREMENTS AND FEES

Prepared for the City of Greenville

**TIP NO.:** B-5100

**COUNTY:** Pitt

**DESCRIPTION:** Replacement of Bridge #421 on King George Road over Meeting House Branch

- ENGINEERING AGREEMENT**
- SUPPLEMENTAL AGREEMENT NUMBER** \_\_\_\_\_
- PROFESSIONAL SERVICES CONTRACT**
- LIMITED SERVICES CONTRACT**

### CONTENTS:

|  |                 |
|--|-----------------|
| COVER                                      | <u>1</u>        |
| SUMMARY                                    | <u>2</u>        |
| SCOPING CHECKLIST                          | <u>3</u>        |
| ROADWAY MANDAY ESTIMATE                    | <u>4 to 7</u>   |
| ROADWAY CLASSIFICATION                     | <u>8</u>        |
| REPRODUCTION COSTS for ROADWAY             | <u>9 to 10</u>  |
| TRAVEL AND MISCELLANEOUS COSTS for ROADWAY | <u>11</u>       |
| HYDRAULIC DESIGN                           | <u>12 to 14</u> |
| TRAFFIC CONTROL                            | <u>15 to 16</u> |
| STRUCTURE DESIGN                           | <u>17 to 21</u> |
| UTILITY COORDINATION                       | <u>22 to 26</u> |
| LOCATION SURVEYS                           | <u>27 to 28</u> |
| GEOTECHNICAL ENGINEERING                   | <u>29 to 32</u> |
| PLANNING                                   | <u>33 to 37</u> |
| PROJECT MANAGEMENT                         | <u>38 to 39</u> |

**ENGINEERING FIRM:** Wetherill Engineering, Inc.

**PREPARED BY:** John Alford

**DATE:** May 3, 2011





## NCDOT-DESIGN SERVICES ROADWAY SCOPING CHECKLIST

|                    |   |                          |                          |
|--------------------|---|--------------------------|--------------------------|
| TIP NO. :          | B-5100  | R/W DATE: _____          | PREPARED BY: <u>JEA</u>  |
| COUNTY:            | Pitt  | LET DATE: _____          | DATE: <u>May 3, 2011</u> |
| DESCRIPTION:       | Replacement of Bridge #421 on King George Road<br>over Meeting House Branch |                          |                          |
| CONSULTANT:        | Wetherill Engineering, Inc.   | OVERHEAD: <u>160.58%</u> | FEE: <u>9%</u>           |
| SUBCONSULTANT: (1) | _____   | OVERHEAD: _____          | COST of CAPITAL: _____   |
| SUBCONSULTANT: (2) | _____   | OVERHEAD: _____          | COST of CAPITAL: _____   |
| SUBCONSULTANT: (3) | _____   | OVERHEAD: _____          | COST of CAPITAL: _____   |

### BASE INFORMATION

|  |                        |  |
|--|------------------------|--|
| <b>SCALE</b>                                     |                        | <b>TYPICAL SECTIONS PER SHOULDER TYPE</b>              |
| PLAN   | 1: <u>50'</u>          | BASIC SHOULDER   |
| X-SECTIONS                                       | 1: <u>10'</u>          | BASIC CURB & GUTTER                                    |
| <b>DESIGN SPEED</b>                              | 30 MPH (Posted 25 mph) | MEDIAN SHOULDER  |
| <b>LENGTH per Hearing Map or Surveys (Miles)</b> | Sketch                 | MEDIAN C & G   |
| -L-  | <u>500'</u>            | <b>NUMBER OF DRIVEWAY CONNECTIONS REQUIRING GRADES</b> |
| -Y-  | <u>150'</u>            | 0  |
| RPS, LPS, FLYOVERS, C-D's                        | _____                  | <b>NUMBER OF BRIDGE SITES</b>                          |
| SERVICE ROADS                                    | _____                  | 1  |
| DETOURS  | _____                  | <b>STRUCTURE RECOMMENDATIONS (Y/N)</b>                 |
| <b>NUMBER OF PLAN SHEETS</b>                     |                        | Y  |
| -L-  | <u>1</u>               | <b>WALLS (LENGTH in feet)</b>                          |
| -Y-  | _____                  | NOISE  |
| SERVICE ROADS                                    | _____                  | 0  |
| DETOURS  | _____                  | RETAINING  |
| INTERCHANGE DETAIL                               | _____                  | 0  |
| <b>NUMBER OF X-SECTIONS</b>                      |                        | <b>CONTROL OF ACCESS (Y/N)</b>                         |
| -L-  | <u>11</u>              | N  |
| -Y-  | <u>3</u>               | <b>NUMBER OF PARCELS</b>                               |
| RPS, LPS, FLYOVERS, C-D's                        | _____                  | 4  |
| SERVICE ROADS                                    | _____                  | <b>DESIGN EXCEPTIONS (Y/N)</b>                         |
| DETOURS  | _____                  | N  |
| <b>NUMBER OF X-SECT SHEETS</b>                   |                        | <b>ADT (THOUSANDS)</b>                                 |
| -L-  | <u>3</u>               | ?  |
| -Y-  | <u>1</u>               | <b>NUMBER OF FIELD INSPECTIONS</b>                     |
| RPS, LPS, FLYOVERS, C-D's                        | _____                  | 1  |
| SERVICE ROADS                                    | _____                  | OVERNIGHT STAY (Y/N)                                   |
| DETOURS  | _____                  | N  |
| <b>NUMBER OF MEDIAN DETOUR X-OVERS</b>           | _____                  | <b>PUBLIC HEARING</b>                                  |
| <b>NUMBER OF AT-GRADE INTERSECTIONS</b>          |                        | PREPARE MAP (Y/N)                                      |
| 4 LEG  | _____                  | Y  |
| T (NOT INCLUDING BULB)                           | <u>1</u>               | ATTEND MEETING (Y/N)                                   |
| BULB   | _____                  | Y  |
| <b>NUMBER OF INTERCHANGES</b>                    |                        | <b>PREPARE CONSTRUCTION PLANS (Y/N)</b>                |
| SIMPLE (DIAMOND, TRUMPET)                        | _____                  | Y  |
| 4 LEG  | _____                  | <b>OVERALL COMPLEXITY (LOW/MED/HIGH)</b>               |
| 3 LEG  | _____                  | L  |
| INTERMEDIATE (CLOVERLEAFS)                       | _____                  | <b>SPECIAL CONSIDERATIONS (Y/N)</b>                    |
| DIFFICULT (DIRECTIONAL, MULTILEVEL)              | _____                  | Y  |
|  |                        | LIST BELOW:  |
|  |                        | Work with property owner downstream to see if we can   |
|  |                        | help with flooding situation                           |
|  |                        | _____  |
|  |                        | _____  |
|  |                        | _____  |
|  |                        | _____  |

**ROADWAY DESIGN ESTIMATE**

| MANHOURS BY CLASSIFICATION |             |                 |             |       | TOTAL   |          | PROJECT PHASE |   |
|----------------------------|-------------|-----------------|-------------|-------|---------|----------|---------------|---|
| ASSOC ENGR                 | SENIOR ENGR | DESIGN ENGR(EI) | SENIOR TECH | TECH  | DRAFTER | MANHOURS |               | MANDAYS   |
|                            | 1.00        | 1.00            |             |       |         | 2.00     | 0.25          | Project Familiarization   |
|                            |             |                 |             | 4.00  |         | 4.00     | 0.50          | Design Public Hearing Support   |
|                            |             |                 | 2.00        |       |         | 2.00     | 0.25          | Prepare Design Assumptions  |
|                            |             | 2.00            | 2.00        | 2.00  |         | 4.00     | 0.50          | Complete Base Plan Sheets (Project No., Preliminary Stickers, Edit, etc.)                                     |
|                            | 1.00        | 1.00            | 2.00        |       |         | 4.00     | 0.50          | Preliminary Typical Sections  |
|                            |             |                 | 4.00        |       |         | 4.00     | 0.50          | Preliminary Studies of Vertical and Horizontal Alignment for -L-  |
|                            |             | 2.00            | 2.00        |       |         | 4.00     | 0.50          | Plot Profile and Grades for -L- (Including benchmarks)  |
|                            |             |                 |             |       |         | 4.00     | 0.50          | Vertical and Horizontal Alignment for -Y-lines, Rps, Ser Rds, etc.  |
|                            |             |                 |             |       |         | 0.00     | 0.00          | Design Interchanges (Itemized as follows):  |
|                            |             |                 |             |       |         | 0.00     | 0.00          | Ramp Grade Controls   |
|                            |             |                 |             |       |         | 0.00     | 0.00          | Shear Point Layout  |
|                            |             |                 |             |       |         | 0.00     | 0.00          | Drainage (Interior)   |
|                            |             |                 |             |       |         | 0.00     | 0.00          | Sight Distance Studies and Check  |
|                            |             |                 |             |       |         | 0.00     | 0.00          | Graded Contours (For complex interchanges; not for diamonds)  |
|                            |             |                 |             |       |         | 0.00     | 0.00          | Gore areas, design and draft  |
|                            |             | 2.00            | 2.00        |       |         | 4.00     | 0.50          | Finalize Vertical and Horizontal Alignment for -L-  |
|                            |             |                 |             | 2.00  |         | 4.00     | 0.50          | Complete Cross-Sections (Existing Ground and Elevation, Preliminary Stickers, Scale, Project No., etc.)       |
|                            |             |                 |             | 2.00  |         | 4.00     | 0.50          | Plot Templates on Cross-Sections  |
|                            |             |                 |             | 1.00  |         | 2.00     | 0.25          | Plot Slope Stakes for -L-   |
|                            |             |                 |             | 1.00  |         | 2.00     | 0.25          | Plot Slope Stakes for -Y-lines, Rps, Ser Rds, etc.  |
|                            |             |                 |             |       |         | 0.00     | 0.00          | Capacity Analysis (All aspects of project in accordance with the Highway Capacity Manual, Special Report 209) |
|                            |             |                 | 4.00        | 4.00  |         | 8.00     | 1.00          | Prepare Title Sheet   |
|                            |             |                 | 2.00        | 2.00  |         | 4.00     | 0.50          | Run Earthwork Areas and Prepare Preliminary Summary   |
|                            |             |                 |             |       |         | 0.00     | 0.00          | Attend Preliminary Review (Plans 25% Complete)  |
| 0.00                       | 2.00        | 8.00            | 28.00       | 18.00 | 0.00    | 56.00    | 7.00          | SHEET TOTAL   |

**ROADWAY DESIGN ESTIMATE**

| MANHOURS BY CLASSIFICATION |             |                 |             |      | TOTAL                                    |          | PROJECT PHASE |  |  |
|----------------------------|-------------|-----------------|-------------|------|--|----------|---------------|--|--|
| ASSOC ENGR                 | SENIOR ENGR | DESIGN ENGR(EI) | SENIOR TECH | TECH | DRAFTER                                  | MANHOURS | MANDAYS       |  |  |
|                            |             |                 | 1.00        | 1.00 |  | 0.00     | 0.00          | Revise after Preliminary Review  |  |
|                            |             |                 |             |      |  | 2.00     | 0.25          | Plot Pavement Edge Lines and Labeling  |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | Intersection Design for -Y-lines, Rps, Ser Rds, etc. (Including details)                                     |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | Bulb Intersection Design and Draft   |  |
|                            | 1.00        |                 | 1.00        |      |  | 2.00     | 0.25          | Slope Studies and Revise Cross-Sections for Guardrail and Critical Areas                                     |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | Driveway Grades (Longer than 100' and/or 10% or steeper)   |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | Prepare Design Exception Checklist and Letter  |  |
|                            |             |                 |             | 2.00 |  | 2.00     | 0.25          | Prepare Structure Recommendations (if applicable)  |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | Service Road Studies (if applicable)   |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | Detours (Design and prepare sheet if applicable)   |  |
|                            |             |                 |             | 2.00 |  | 2.00     | 0.25          | Plot Hydrology on Plans  |  |
|                            |             |                 | 1.00        | 1.00 |  | 2.00     | 0.25          | Draft Right-of-Way and Easements on Plans  |  |
| 2.00                       |             |                 |             |      |  | 2.00     | 0.25          | Finalize Prelim. Plans and Prepare Questions for Field Inspection and Check by Engineer                      |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | Revise after Pre-Preliminary Field Inspection Review   |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | Attend Preliminary Field Inspection (Plans 65% Complete)   |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | Prepare Retaining Wall and/or Noise Wall Envelopes and Details   |  |
|                            |             | 2.00            | 2.00        |      |  | 4.00     | 0.50          | Miscellaneous Estimates, Studies and Preparation of Correspondence, Coordination with Various Agencies, etc. |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | Coordination with Subconsultants   |  |
|                            |             |                 |             |      |  | 0.00     | 0.00          | OTHERS (LIST): Preliminary Construction Phasing Scheme   |  |
| 2.00                       |             | 2.00            | 2.00        |      |  | 6.00     | 0.75          | Investigate Downstream Property Owner Flooding/Drainage Concern  |  |
| 0.00                       | 4.00        | 5.00            | 7.00        | 6.00 | 0.00                                     | 22.00    | 2.75          | SHEET TOTAL  |  |
|                            |             |                 |             |      | TOTAL for PRELIMINARY RIGHT-OF-WAY PLANS |          | 78.00         | 9.75   |  |

**ROADWAY DESIGN ESTIMATE**

| MANHOURS BY CLASSIFICATION                      |             |                 |             |      |         | TOTAL    |         | PROJECT PHASE  |
|---|-------------|-----------------|-------------|------|---------|----------|---------|--|
| ASSOC ENGR                                      | SENIOR ENGR | DESIGN ENGR(EI) | SENIOR TECH | TECH | DRAFTER | MANHOURS | MANDAYS | FINAL RIGHT-OF-WAY PLANS   |
| 1.00  | 1.00        | 1.00            | 1.00        |      |         | 4.00     | 0.50    | Revise Plans in Accordance with Preliminary Field Inspection Recommendations (Includes Cross-Sections, Slope Stakes, Drainage, etc.) |
|   | 1.00        | 1.00            | 1.00        | 1.00 |         | 4.00     | 0.50    | Compute Right-of-Way Area Takes and Prepare Summary Sheet  |
|   |             |                 |             |      |         | 0.00     | 0.00    | Prepare Deed Drafter File for Right-of-Way   |
|   |             |                 |             |      |         | 0.00     | 0.00    | Prepare Right-of-Way Strip Maps (Only on C/A projects)   |
|   | 4.00        | 5.00            | 8.00        | 3.00 |         | 20.00    | 2.50    | Prepare Preliminary Quantities for NCDOT to Produce Cost Estimate at R/W Stage   |
| 4.00  | 2.00        | 2.00            | 2.00        | 2.00 |         | 12.00    | 1.50    | Finalize Plans to send to RW and Check by Engineer (Plans 75% Complete)  |
|   | 1.00        | 1.00            | 1.00        | 1.00 |         | 4.00     | 0.50    | Design Services Review and Revise  |
| 2.00  | 2.00        | 2.00            | 2.00        |      |         | 8.00     | 1.00    | Misc. Studies, Preparation of Correspondence, and Coordination   |
| 2.00  | 2.00        |                 |             |      |         | 4.00     | 0.50    | Coordination with Subconsultants   |
|   |             |                 |             |      |         |          |         | OTHERS (LIST):   |
|   |             |                 |             |      |         |          |         |  |
|   |             |                 |             |      |         |          |         |  |
|   |             |                 |             |      |         |          |         |  |
|   |             |                 |             |      |         |          |         |  |
|   |             |                 |             |      |         |          |         |  |
| 9.00  | 13.00       | 12.00           | 15.00       | 7.00 | 0.00    | 56.00    | 7.00    |  |
| <b>TOTAL for FINAL RIGHT-OF-WAY PLANS</b>       |             |                 |             |      |         |          |         |  |
| <b>TOTAL for PRELIMINARY RIGHT-OF-WAY PLANS</b> |             |                 |             |      |         |          |         | 9.75   |
| <b>TOTAL for RIGHT-OF-WAY PLANS</b>             |             |                 |             |      |         |          |         | 16.75  |

**ROADWAY DESIGN ESTIMATE**

| MANHOURS BY CLASSIFICATION      |             |                 |             |      | TOTAL   |          | PROJECT PHASE |   |   |
|---------------------------------|-------------|-----------------|-------------|------|---------|----------|---------------|---|---|
| ASSOC ENGR                      | SENIOR ENGR | DESIGN ENGR(EI) | SENIOR TECH | TECH | DRAFTER | MANHOURS | MANDAYS       | FINAL PLANS   |   |
|                                 | 2.00        | 2.00            |             |      |         | 4.00     | 0.50          | Incorporate Final Pavement Design Recommendations   |   |
|                                 | 2.00        | 2.00            |             |      |         | 4.00     | 0.50          | Incorporate Final Geotechnical Recommendations (Remove Rock from Cross-Sections, Undercut, etc.)                |   |
|                                 |             |                 | 4.00        |      |         | 4.00     | 0.50          | Revise Plans for Right-of-Way Changes   |   |
|                                 |             |                 |             |      |         | 0.00     | 0.00          | Prepare Field Inspection Questions  |   |
|                                 |             |                 |             |      |         | 0.00     | 0.00          | Revise after Pre-Final Field Inspection Review  |   |
|                                 |             |                 |             |      |         | 0.00     | 0.00          | Attend Final Field Inspection   |   |
|                                 |             |                 |             |      |         | 0.00     | 0.00          | Revise Plans and Cross-Sections in Accordance with Final Field Inspection Recommendations                       |   |
|                                 | 2.00        | 2.00            | 2.00        |      |         | 4.00     | 0.50          | Finalize Earthwork, Computations, and Balance Card  |   |
|                                 | 2.00        | 2.00            | 2.00        |      |         | 6.00     | 0.75          | Prepare Index of Sheets, Gen. Notes, Standards, and List of Special Prov.                                       |   |
|                                 |             | 1.00            | 1.00        |      |         | 2.00     | 0.25          | Prepare Parcel Index Sheet  |   |
|                                 |             |                 | 4.00        |      |         | 4.00     | 0.50          | Drafting of Special Details (Undercut, Ditches, Special Drainage Structures, etc.)                              |   |
|                                 | 1.00        | 1.00            | 2.00        |      |         | 4.00     | 0.50          | Prepare Earthwork Summary   |   |
|                                 |             |                 |             |      |         | 0.00     | 0.00          | Prepare Guardrail Summary   |   |
|                                 |             | 2.00            | 2.00        |      |         | 4.00     | 0.50          | Prepare Drainage Summary  |   |
|                                 | 1.00        |                 | 1.00        |      |         | 2.00     | 0.25          | Prepare Pavement Removal Summary  |   |
|                                 |             |                 | 1.00        | 1.00 |         | 2.00     | 0.25          | Finalize Typical Sections   |   |
|                                 | 6.00        | 2.00            | 4.00        | 2.00 |         | 14.00    | 1.75          | Final Quantities and Handwritten Estimate   |   |
| 2.00                            | 4.00        | 2.00            | 6.00        |      |         | 14.00    | 1.75          | Finalize All Designs and Plans and Check by Engineer (Plans 90% Complete)                                       |   |
| 2.00                            | 2.00        | 4.00            | 4.00        |      |         | 12.00    | 1.50          | Final Review by Design Services, Revise Plans and Submit Original Plans, Quantities, etc. (Plans 100% Complete) |   |
| 2.00                            | 2.00        |                 |             |      |         | 4.00     | 0.50          | Coordinate with Various Agencies, Misc. Meetings and Conferences  |   |
| 2.00                            | 2.00        |                 |             |      |         | 4.00     | 0.50          | Misc. Preparation of Correspondence, Etc.   |   |
| 2.00                            | 2.00        |                 |             |      |         | 4.00     | 0.50          | Coordination with Subconsultants  |   |
|                                 |             |                 |             |      |         |          |               | OTHERS (LIST):  |   |
|                                 | 16.00       |                 |             |      |         | 16.00    | 2.00          | Final Bid Document Package, contract time, etc.   |   |
|                                 | 16.00       |                 |             |      |         | 16.00    | 2.00          | Attend Prebid and Preconstruction Meeting   |   |
| 10.00                           | 58.00       | 20.00           | 33.00       | 3.00 | 0.00    | 124.00   | 15.50         |   |   |
| <b>TOTAL for FINAL PLANS</b>    |             |                 |             |      |         |          | 124.00        | 15.50   |   |
| <b>SUMMARY</b>                  |             |                 |             |      |         |          |               |   |   |
| PRELIMINARY RIGHT-OF-WAY PLANS  |             |                 |             |      |         |          | 78.00         | 9.75  | SEE ROADWAY DESIGN EMPLOYEE CLASSIFICATION<br>FOR CALCULATED COSTS. |
| FINAL RIGHT-OF-WAY PLANS        |             |                 |             |      |         |          | 56.00         | 7.00  |   |
| TOTAL RIGHT-OF-WAY PLANS        |             |                 |             |      |         |          | 134.00        | 16.75   |   |
| FINAL PLANS                     |             |                 |             |      |         |          | 124.00        | 15.50   |   |
| <b>TOTAL for ROADWAY DESIGN</b> |             |                 |             |      |         |          | 258.00        | 32.25   |   |

**ROADWAY DESIGN EMPLOYEE CLASSIFICATION**

TIP NO.: B-5100  
COUNTY: Pitt

| CLASSIFICATION                                | EMPLOYEE NAME             | MANHOURS | MANDAYS | RATE     | COST         |
|---|---------------------------|----------|---------|----------|--------------|
| Associate Engineer                            | E. Wetherill & J Alford   | 19.00    | 2.38    | \$ 61.98 | \$ 1,177.62  |
| Senior Engineer                               | B May                     | 77.00    | 9.63    | \$ 49.77 | \$ 3,832.29  |
| Design Engineer                               | G Purvis                  | 45.00    | 5.63    | \$ 42.40 | \$ 1,908.00  |
| Senior Technician                             | S. Kennedy                | 83.00    | 10.38   | \$ 36.80 | \$ 3,054.40  |
| Technician                                    | J. Pendergraft & Z Piatek | 34.00    | 4.25    | \$ 20.53 | \$ 698.02    |
| Draftsperson                                  |                           | 0.00     | 0.00    |          | \$ -         |
|   | Total                     | 258.00   | 32.25   |          | \$ 10,670.33 |
| <b>Total Direct Salary</b>                    |                           |          |         |          |              |
| <b>Escalation (None Used)</b>                 |                           |          |         |          |              |
| Overhead                                      |                           |          |         | 160.58%  | \$ 17,134.42 |
| Subtotal                                      |                           |          |         |          | \$ 27,804.75 |
| Fee   |                           |          |         | 9%       | \$ 2,502.43  |
| Overhead (Cost of Capital)                    |                           |          |         | 0.00%    | \$ -         |
| <b>TOTAL DIRECT AND INDIRECT SALARY COSTS</b> |                           |          |         |          |              |
|   |                           |          |         |          | \$ 30,307.17 |

| REPRODUCTION COSTS                               |        |   |                 |   |           |  |
|--|--------|---|-----------------|---|-----------|--|
| (A) BONDS  |        |   |                 |   |           |  |
| SUBMITTAL  | SHEETS |   | SETS            |   | TOTAL     |  |
| <b>PRELIMINARY REVIEW (25%)</b>                  |        |   |                 |   |           |  |
| Plans  | 5      | x | 0               | = | 0         |  |
| Interchange                                      |        | x | 0               | = | 0         |  |
| * X-Sects  | 4      | x | 0               | = | 0         |  |
| <b>Geotechnical</b>                              |        |   |                 |   |           |  |
| Plans  | 5      | x | 1               | = | 5         |  |
| Interchange                                      |        | x | 0               | = | 0         |  |
| * X-Sects  | 4      | x | 1               | = | 4         |  |
| <b>Drainage</b>                                  |        |   |                 |   |           |  |
| Plans  | 5      | x | 4               | = | 20        |  |
| Interchange                                      |        | x | 0               | = | 0         |  |
| * X-Sects  | 4      | x | 4               | = | 16        |  |
| <b>PRELIM. OR COMB. FIELD INSPECTION</b>         |        |   |                 |   |           |  |
| <b>Pre-PFI/CFI Review</b>                        |        |   |                 |   |           |  |
| Plans  | 9      | x | 0               | = | 0         |  |
| Interchange                                      |        | x | 0               | = | 0         |  |
| * X-Sects  | 4      | x | 0               | = | 0         |  |
| ** Prelim. or Comb. Field Inspection             |        |   |                 |   |           |  |
| Plans  | 9      | x | 4               | = | 36        |  |
| Interchange                                      |        | x | 0               | = | 0         |  |
| * X-Sects  | 4      | x | 4               | = | 16        |  |
| <b>RIGHT-OF-WAY (75%)</b>                        |        |   |                 |   |           |  |
| <b>Pre-R/W Review</b>                            |        |   |                 |   |           |  |
| Plans  | 9      | x | 0               | = | 0         |  |
| Interchange                                      |        | x | 0               | = | 0         |  |
| * X-Sects  | 4      | x | 0               | = | 0         |  |
| <b>Geotechnical</b>                              |        |   |                 |   |           |  |
| Plans  | 9      | x | 4               | = | 36        |  |
| Interchange                                      |        | x | 0               | = | 0         |  |
| X-Sects (22"x34")                                | 4      | x | 4               | = | 16        |  |
| <b>FINAL FIELD INSPECTION</b>                    |        |   |                 |   |           |  |
| <b>Pre-FFI Review</b>                            |        |   |                 |   |           |  |
| Plans  |        | x | 0               | = | 0         |  |
| Interchange                                      |        | x | 0               | = | 0         |  |
| * X-Sects  |        | x | 0               | = | 0         |  |
| ** Final Field Inspection                        |        |   |                 |   |           |  |
| Plans  |        | x | 0               | = | 0         |  |
| Interchange                                      |        | x | 0               | = | 0         |  |
| * X-Sects  |        | x | 0               | = | 0         |  |
| <b>FINAL ROADWAY</b>                             |        |   |                 |   |           |  |
| <b>Final Review (90%)</b>                        |        |   |                 |   |           |  |
| Plans  | 10     | x | 4               | = | 40        |  |
| Interchange                                      |        | x | 3               | = | 0         |  |
| * X-Sects  | 4      | x | 4               | = | 16        |  |
| <b>Pre-Sealed (100%)</b>                         |        |   |                 |   |           |  |
| Plans  | 10     | x | 1               | = | 10        |  |
| Interchange                                      |        | x | 1               | = | 0         |  |
| * X-Sects  | 4      | x | 1               | = | 4         |  |
| <b>OTHER</b>                                     |        |   |                 |   |           |  |
| R/W Revisions                                    | 4      | x | 1               | = | 4         |  |
| Const. Revisions                                 | 4      | x | 1               | = | 4         |  |
| Strip Maps (36"x36")                             |        | x | 1               | = | 0         |  |
| <b>Work Sets</b>                                 |        |   |                 |   |           |  |
| Plans  | 5      | x | 3               | = | 15        |  |
| Interchange                                      |        | x | 3               | = | 0         |  |
| * X-Sects  | 5      | x | 3               | = | 15        |  |
| + TOTAL BOND PLANS & FULL-SIZE X-SECTS (22"x34") | 257    | x | \$ 0.42 /sheet= |   | \$ 107.94 |  |
| + TOTAL BOND INTERCHANGE (34"x68")               | 0      | x | \$ 3.50 /sheet= |   | \$ -      |  |
| + TOTAL BOND X-SECTS (11"x17")                   | 0      | x | \$ 0.10 /sheet= |   | \$ -      |  |



| REPRODUCTION COSTS                               |   |   |                 |   |                    |
|--|---|---|-----------------|---|--------------------|
| (B) RECORD SETS (BOND)                           |   |   |                 |   |                    |
|  | SHEETS  |   | SETS            |   | TOTAL              |
| *** SUBMITTAL                                    |   |   |                 |   |                    |
| *** PRELIMINARY APPROVED (25%)                   |   |   |                 |   |                    |
| Plans  | 5   | x | 0               | = | 0                  |
| Interchange                                      |   | x | 0               | = | 0                  |
| * X-Sects  | 5   | x | 0               | = | 0                  |
| *** PRELIM. OR COMB. FIELD INSPECTION            |   |   |                 |   |                    |
| Plans  | 9   | x | 1               | = | 9                  |
| Interchange                                      |   | x | 1               | = | 0                  |
| * X-Sects  | 9   | x | 1               | = | 9                  |
| *** RIGHT-OF-WAY (75%)                           |   |   |                 |   |                    |
| Plans  | 9   | x | 2               | = | 18                 |
| Interchange                                      |   | x | 2               | = | 0                  |
| * X-Sects  | 9   | x | 2               | = | 18                 |
| *** FINAL FIELD INSPECTION                       |   |   |                 |   |                    |
| Plans  |   | x | 1               | = | 0                  |
| Interchange                                      |   | x | 1               | = | 0                  |
| * X-Sects  |   | x | 1               | = | 0                  |
| *** FINAL ROADWAY (100%)                         |   |   |                 |   |                    |
| Plans  | 10  | x | 2               | = | 20                 |
| Interchange                                      |   | x | 2               | = | 0                  |
| * X-Sects  | 10  | x | 2               | = | 20                 |
| + TOTAL BOND PLANS & FULL-SIZE X-SECTS (22"x34") | 94  | x | \$ 0.42 /sheet= |   | \$ 39.48           |
| + TOTAL BOND INTERCHANGE (34"x68")               | 0   | x | \$ 3.50 /sheet= |   | \$ -               |
| + TOTAL BOND X-SECTS (11"x17")                   | 0   | x | \$ 0.10 /sheet= |   | \$ -               |
| <b>(C) XEROX COPIES</b>                          |   |   |                 |   |                    |
| + TOTAL XEROX COPIES (Say)                       | 200   | x | \$ 0.04 /sheet= |   | \$ 8.00            |
| + COVERS & BINDING (Say)                         | 20  | x | \$ 1.00 /set=   |   | \$ 20.00           |
| <b>TOTAL REPRODUCTION A + B + C</b>              |   |   |                 |   | <b>= \$ 175.42</b> |
| <b>NOTES:</b>                                    |   |   |                 |   |                    |
| *  | Full Size Cross-Sections if 30 sheets or less   |   |                 |   |                    |
| **   | Include 2 sets of additional prints if project is in Charlotte                            |   |                 |   |                    |
| ***  | Includes Firm's Record Set  |   |                 |   |                    |
| +  | See Engineering Guidelines for the most up-to-date max. allowable non-salary direct costs |   |                 |   |                    |

| * TRAVEL AND MISCELLANEOUS COSTS                                |   |              |                 |                |             |              |              |        |  |  |
|---|---|--------------|-----------------|----------------|-------------|--------------|--------------|--------|--|--|
| <b>(A) TRAVEL</b>   |   |              |                 |                |             |              |              |        |  |  |
|   | <b>PURPOSE of TRIP</b>  | <b>TRIPS</b> | <b>MILES</b>    | <b>TOTAL</b>   | <b>RATE</b> | <b>COSTS</b> |              |        |  |  |
| +   | Preliminary Field Review  | 1            | x 200.00        | = 200.00       | x \$ 0.510  | = \$ 102.00  |              |        |  |  |
| +   | Public Meeting/Hearing/Workshops  | 2            | x 200.00        | = 400.00       | x \$ 0.510  | = \$ 204.00  |              |        |  |  |
| +   | Field Inspections (Preliminary, Combined, Final)  | 1            | x 200.00        | = 200.00       | x \$ 0.510  | = \$ 102.00  |              |        |  |  |
| +   | Scheduled Reviews/Miscellaneous Meetings with NCDOT                                       | 6            | x 24.00         | = 144.00       | x \$ 0.510  | = \$ 73.44   |              |        |  |  |
| +   | Miscellaneous Local Meetings  | 2            | x 200.00        | = 400.00       | x \$ 0.510  | = \$ 204.00  |              |        |  |  |
| +   | Other - Preconstruction and Prebid Meeting  | 2            | x 200.00        | = 400.00       | x \$ 0.510  | = \$ 204.00  |              |        |  |  |
|   | <b>PER DIEM</b>   | <b>TRIPS</b> | <b># ATTEND</b> | <b>TOTAL</b>   | <b>RATE</b> | <b>COSTS</b> |              |        |  |  |
| +   | Breakfast   | 1            | x 2             | = 2            | x \$ 7.75   | = \$ 15.50   |              |        |  |  |
| +   | Lunch   | 1            | x 2             | = 2            | x \$ 10.10  | = \$ 20.20   |              |        |  |  |
| +   | Dinner  | 1            | x 2             | = 2            | x \$ 17.30  | = \$ 34.60   |              |        |  |  |
| +   | Lodging   | 1            | x 2             | = 2            | x \$ 73.50  | = \$ 147.00  |              |        |  |  |
| <b>(B) EQUIPMENT</b>  |   |              |                 |                |             |              |              |        |  |  |
|   | <b>LIST</b>   |              |                 |                |             |              | <b>COSTS</b> |        |  |  |
| <b>(C) COMMUNICATIONS</b>                                       |   |              |                 |                |             |              |              |        |  |  |
|   | <b>LIST</b>   |              |                 |                |             |              | <b>COSTS</b> |        |  |  |
| <b>(D) POSTAGE</b>  |   |              |                 |                |             |              |              |        |  |  |
|   | <b>LIST</b>   |              |                 |                |             |              | <b>COSTS</b> |        |  |  |
|   | Plans, contract doc. Etc. to Greenville (Est 8 mailings @ \$20)                           |              |                 |                |             |              | \$           | 160.00 |  |  |
| <b>(E) OTHER</b>  |   |              |                 |                |             |              |              |        |  |  |
|   | <b>LIST</b>   |              |                 | <b># ROLLS</b> | <b>RATE</b> | <b>COSTS</b> |              |        |  |  |
| +   | Film & Developing   |              |                 |                | x \$ 20.00  | = \$ -       |              |        |  |  |
| <b>TOTAL TRAVEL &amp; MISCELLANEOUS COSTS A + B + C + D + E</b> |   |              |                 |                |             | = \$         | 1,266.74     |        |  |  |
| <b>TOTAL REPRODUCTION</b>                                       |   |              |                 |                |             | = \$         | 175.42       |        |  |  |
| <b>TOTAL DIRECT NON-SALARY COSTS</b>                            |   |              |                 |                |             | = \$         | 1,442.16     |        |  |  |
| <b>NOTES:</b>   |   |              |                 |                |             |              |              |        |  |  |
| *   | Use Only Items That Are Not Included In Overhead  |              |                 |                |             |              |              |        |  |  |
| +   | See Engineering Guidelines for the most up-to-date max. allowable non-salary direct costs |              |                 |                |             |              |              |        |  |  |

LAST UPDATE: 5/3/2011

## WETHERILL ENGINEERING DRAINAGE DESIGN ESTIMATE

DATE: 5/3/2011

PRIME: Wetherill Engineering Inc.

PROJECT: City of Greenville COUNTY: Pitt TIP NO: B-5100

LENGTH: L Line: \_\_\_\_\_ Km \_\_\_\_\_ Mi  
Y Lines: \_\_\_\_\_ Km \_\_\_\_\_ Mi

PROJECT DESCRIPTION: **Bridge #421 and Approaches on King George Rd. over Meeting House Branch**

### MANDAYS BY CLASSIFICATION

| TASKS                                       | Project Manager | Project Engineer | Sr. Design Engineer | Design Engineer | Senior Tech. | Engineer Tech. | TOTAL       |
|---|-----------------|------------------|---------------------|-----------------|--------------|----------------|-------------|
| PRE-DESIGN REVIEW & DATA COLLECTION         |                 | 0.5              |                     |                 |              |                | 0.5         |
| FIELD RECONNAISSANCE & SUPPLEMENTAL SURVEYS |                 |                  | 1                   | 1               |              |                | 2           |
| <b>HYDROLOGIC &amp; HYDRAULIC DESIGN</b>    |                 |                  |                     |                 |              |                |             |
| BRIDGES (1)                                 |                 |                  |                     |                 |              |                |             |
| Upstream limit of Detailed Study            | 0.5             | 3                | 2                   | 6               | 1.5          | 4              | 17          |
| DETOUR BRIDGE                               |                 |                  |                     |                 |              |                | 0           |
| BOX CULVERTS WO / MODEL (0)                 |                 |                  |                     |                 |              |                | 0           |
| PIPES, STORM DRAINAGE & DITCHES             |                 | 0.5              | 1                   | 1               |              |                | 2.5         |
| EROSION CONTROL                             |                 | 0.25             | 1                   | 2               | 2            |                | 5.25        |
| PREPARE PERMIT DRAWINGS                     |                 | 0.25             | 1                   | 1               | 2            | 0.5            | 4.75        |
| NATURAL STREAM RELOCATION & DESIGN          |                 |                  |                     |                 |              |                | 0           |
| *FEMA NO RISE/NO IMPACT                     | 0.25            | 0.25             | 1                   | 2               | 2            |                | 5.5         |
| PLAN FIELD INSPECTION                       |                 | 1                |                     |                 |              |                | 1           |
| WETLAND DEL./ STREAM CLASSIFICATION         |                 |                  |                     |                 |              |                | 0           |
| COORDINATION WITH CITY                      | 0.5             | 0.5              |                     |                 |              |                | 1           |
| Pre-Construction Meeting                    |                 | 1                |                     |                 |              |                | 1           |
| BRIDGE SREAD DESIGN                         |                 | 0.5              | 0.5                 |                 |              |                | 1           |
| Contract Documents                          | 0.5             | 1.5              | 1                   |                 |              |                | 3           |
| CADD  |                 |                  |                     |                 | 1            |                | 1           |
| REVIEW & REWORK                             |                 |                  |                     | 1               |              |                | 1           |
| <b>TOTAL MANDAYS</b>                        | <b>1.75</b>     | <b>9.25</b>      | <b>8.5</b>          | <b>14</b>       | <b>8.5</b>   | <b>4.5</b>     | <b>46.5</b> |

LAST UPDATE: 5/3/2011

|         | CLASSIFICATION      | HOURS | RATE    | COST       |
|---------|---------------------|-------|---------|------------|
| TES III | Project Manager     | 14    | \$53.98 | \$755.72   |
| TE III  | Project Engineer    | 74    | \$50.17 | \$3,712.58 |
| TE II   | Sr. Design Engineer | 68    | \$42.40 | \$2,883.20 |
| TE I    | Design Engineer     | 112   | \$34.45 | \$3,858.40 |
| TT IV   | Senior Tech.        | 68    | \$28.08 | \$1,909.44 |
| TT II   | Engineer Tech.      | 36    | \$23.99 | \$863.64   |

| TOTAL MANDAYS                            | TOTAL MANHOURS     |
|--|--------------------|
| 46.5                                     | 372                |
| <b>DIRECT SALARY COSTS</b>               | <b>\$13,982.98</b> |
| <b>OVERHEAD (122.12%)</b>                | <b>\$17,076.02</b> |
| <b>SUBTOTAL</b>                          | <b>\$31,059.00</b> |
| <b>FEE (9%)</b>                          | <b>\$2,795.31</b>  |
| <b>TOTAL DIRECT &amp; INDIRECT COSTS</b> | <b>\$33,854.30</b> |

**TRAVEL EXPENSE**

|       |          |     |       |                 |
|-------|----------|-----|-------|-----------------|
| SUV @ | \$0.53 x | 200 | Miles | <b>\$106.00</b> |
|-------|----------|-----|-------|-----------------|

**PER DIEM EXPENSES**

|                     |          |   |      |   |        |               |
|---------------------|----------|---|------|---|--------|---------------|
| Number of Personnel |          |   |      |   |        |               |
| Daily Allowance     | \$108.65 | x | 1.0  | x |        | <b>\$0.00</b> |
|                     | / Day    |   | Days |   | People |               |

|                               |                    |
|-------------------------------|--------------------|
| <b>PROJECT ESTIMATE TOTAL</b> | <b>\$33,960.30</b> |
|-------------------------------|--------------------|

**WETHERILL ENGINEERING**

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| Classification                       | Hydraulic Rates         |  |
|--------------------------------------|-------------------------|--|
|                                      | Labor Rate<br>(\$/Hour) | Average Rate Per Classification<br>(\$/Hour) |
| <b><u>Project Manager</u></b>        |                         |  |
| Max Price                            | \$53.98                 | \$53.98                                      |
| <b><u>Project Engineer</u></b>       |                         |  |
| James C. Davis, PE                   | \$50.17                 | \$50.17                                      |
| <b><u>Senior Design Engineer</u></b> |                         |  |
| Greg Purvis, PE                      | \$42.40                 | \$42.40                                      |
| <b><u>Design Engineer</u></b>        |                         |  |
| Joe Dudeck, PE                       | \$31.50                 | \$34.45                                      |
| Shannon Irwin, PE                    | \$29.46                 |  |
| Greg Purvis, PE                      | \$42.40                 |  |
| <b><u>Senior Technician</u></b>      |                         |  |
| Shannon Irwin, PE                    | \$29.46                 | \$28.08                                      |
| Paul Shepard                         | \$30.90                 |  |
| Gwen Wilson, EI                      | \$23.87                 |  |
| <b><u>Engineer Technician</u></b>    |                         |  |
| Paul Shepard                         | \$30.90                 | \$23.99                                      |
| Jim Pendergraft                      | \$22.19                 |  |
| Zenon Piatek                         | \$18.87                 |  |



559 Jones Franklin Road  
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Page 47 of 79  
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### Traffic Control PEF Manday Estimate

|               |   |                  |          |
|---------------|---|------------------|----------|
| TIP #         | B-5100  | DATE OF ESTIMATE | 3/3/2011 |
| PROJECT #:    |   | AGREE ADMIN:     |          |
| FA PROJECT #: |   | COUNTY:          | Pitt     |
| LET DATE:     |   | DIVISION         |          |
| DESCRIPTION:  | Bridge #421 on King George Road over Meeting House Branch |                  |          |
| FIRM:         | Wetherill Engineering                                     | AMOUNT:          |          |
| AMOUNT:       |   | MD:              |          |
| MD:           |   | COST VARIANCE:   |          |
| SCOPE:        |   | MANDAY VARIANCE: |          |

### SALARY COSTS

|              | MD          | % MD   | RAW RATE | % RAW RATE     |                |
|--------------|-------------|--------|----------|----------------|----------------|
| TEM III      | 0           | 0.00%  | \$65.20  | \$0.00         | 0.00%          |
| TES II       | 1.75        | 28.00% | \$49.77  | \$696.78       | 32.75%         |
| TES I        | 4.5         | 72.00% | \$39.75  | \$1,431.00     | 67.25%         |
| TE I         | 0           | 0.00%  |          | \$0.00         | 0.00%          |
| TT V         | 0           | 0.00%  |          | \$0.00         | 0.00%          |
| TT IV        | 0           | 0.00%  |          | \$0.00         | 0.00%          |
| TT II        | 0           | 0.00%  |          | \$0.00         | 0.00%          |
| TT II        | 0           | 0.00%  |          | \$0.00         | 0.00%          |
| <b>TOTAL</b> | <b>6.25</b> |        |          | <b>2127.78</b> | <b>100.00%</b> |

| RATES  |         | SALARIES | ( %RAW RATE )( MANDAYS )( 8 HRS ) = | \$2,127.78 |
|--|---------|----------|-------------------------------------|------------|
| ESCALATION:                                      | 0%      |          | ESCALATION =                        | \$0.00     |
| OVERHEAD:  | 122.12% |          | (SALARIES) =                        | \$2,127.78 |
| FEE:   | 9.00%   |          | (SALARIES + OVERHEAD) =             | \$4,726.22 |
| CAPITAL:   | 0.00%   |          | COST OF CAPITAL =                   | \$0.00     |
| TOTAL SALARY COST: (SALARIES + OVERHEAD + FEE) = |         |          |                                     | \$5,151.58 |

### DIRECT NON-SALARY COSTS

|                   |   |         |     | RATE       |   |          |          |
|-------------------|---|---------|-----|------------|---|----------|----------|
| TRAVEL:           | 1 | TRIPS X | 200 | MILES      | X | \$0.510  | \$102.00 |
| FULL SIZE COPIES: | 6 | SETS @  | 5   | SHEETS/SET | X | \$0.42   | \$12.60  |
| VELLUM:           |   | SETS @  |     | SHEETS/SET | X |          |          |
| XEROX COPIES:     |   |         |     |            |   |          |          |
| HALF SIZE COPIES: | 6 | SETS @  | 5   | SHEETS/SET | X | \$0.10   | \$3.00   |
| OVERNIGHT TRIPS:  |   | DAYS X  |     | PERSONS    | X | \$105.50 | \$0.00   |

TOTAL DIRECT NON-SALARY COST: \$117.60

TOTAL SALARY COST + TOTAL NON-SALARY COST: \$5,269.18



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Page 48 of 79  
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**MANDAYS**

| TASK                       | TEM I         | TES II          | TES I             | TE I          | TT V          | TT IV         | TT II         |
|----------------------------|---------------|-----------------|-------------------|---------------|---------------|---------------|---------------|
| Traffic Control            | 0             | 1.5             | 4                 | 0             | 0             | 0             | 0             |
| Pavement Marking           | 0             | 0.25            | 0.5               | 0             | 0             | 0             | 0             |
| <b>Total Mandays</b>       | <b>0</b>      | <b>1.75</b>     | <b>4.5</b>        | <b>0</b>      | <b>0</b>      | <b>0</b>      | <b>0</b>      |
| <b>Total Manhours</b>      | <b>0</b>      | <b>14</b>       | <b>36</b>         | <b>0</b>      | <b>0</b>      | <b>0</b>      | <b>0</b>      |
| Rates per hour             | \$65.20       | \$49.77         | \$39.75           | \$0.00        | \$0.00        | \$0.00        | \$0.00        |
| <b>Grand Total Mandays</b> | <b>\$0.00</b> | <b>\$696.78</b> | <b>\$1,431.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

**DETAILED MANDAY ESTIMATE**

| TASK                            | TEM I    | TES II     | TES I    | TE I     | TT V     | TT IV    | TT II    |
|---------------------------------|----------|------------|----------|----------|----------|----------|----------|
| <b>TRAFFIC CONTROL</b>          |          |            |          |          |          |          |          |
| Written Concept                 | 0        | 0.25       | 0.25     |          |          |          |          |
| Concept Sketches                | 0        |            | 0.25     |          |          |          |          |
| Written Phasing                 | 0        | 0.25       | 0.25     |          |          |          |          |
| TC Details and Typical Drawings |          | 0.25       | 2        |          |          |          |          |
| Meetings                        |          | 0.5        | 0.5      |          |          |          |          |
| Project Notes                   |          | 0          | 0.25     |          |          |          |          |
| Quantity Estimate               |          | 0.25       | 0.5      |          |          |          |          |
| <b>TOTAL</b>                    | <b>0</b> | <b>1.5</b> | <b>4</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |

**PAVEMENT MARKING**

|                   |          |             |            |          |          |          |          |
|-------------------|----------|-------------|------------|----------|----------|----------|----------|
| PM Plan Sheets    |          |             | 0.25       |          |          |          |          |
| Meetings          |          |             |            |          |          |          |          |
| Quantity Estimate |          | 0.25        | 0.25       |          |          |          |          |
| <b>TOTAL</b>      | <b>0</b> | <b>0.25</b> | <b>0.5</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |

## ESTIMATED MANHOURS FOR PREPARING BRIDGE PLANS

|                               |                            |  |                     |                                  |                      |                      |            |                                 |       |
|-------------------------------|----------------------------|--|---------------------|----------------------------------|----------------------|----------------------|------------|---------------------------------|-------|
| County: Pitt                  |                            | T.I.P. B-5100  |                     | Firm: Wetherill Engineering, Inc |                      |                      |            |                                 |       |
| Prepared By: E Wetherill      |                            | Date: March 3, 2011  |                     | Chck. By:                        |                      |                      |            |                                 |       |
| <b>Bridge #421</b>            |                            | 21" Cored Slab on R/F Concrete End Bents                                       |                     |                                  |                      |                      |            |                                 |       |
|                               |                            | - 1 spans at 45' = 45' total (approximate) 90° skew                            |                     |                                  |                      |                      |            |                                 |       |
|                               |                            | - 30' (out to out) with 22'-0" (clear roadway) with 5'-6" sidewalk on one side |                     |                                  |                      |                      |            |                                 |       |
|                               |                            | - tangent alignment with normal crown  |                     |                                  |                      |                      |            |                                 |       |
|                               |                            | - LRFD Design  |                     |                                  |                      |                      |            |                                 |       |
|                               | Trans. Eng. Supervisor III | Trans. Eng. Supervisor II  | Trans. Engineer III | Trans. Engineer I                | Trans. Technician IV | Trans. Technician II | Subtotal   | Superstructure Drafting Details | Draft |
| Preliminary Engineering       | 2                          | 4  | 8                   | 4                                | 12                   |                      | 30         |                                 |       |
| Preliminary General Drawing   |                            |  |                     |                                  | 36                   |                      |            |                                 |       |
| Check Pre. General Drawing    |                            | 18   |                     |                                  |                      |                      | 54         | Typical Section                 | 8     |
| Design Superstructure         |                            |  | 28                  |                                  |                      |                      |            | Details                         | 4     |
| Check Superstructure Design   |                            |  |                     | 14                               |                      |                      | 42         | Span "A"                        | 8     |
| Design End Bents #1 & 2       |                            |  | 28                  |                                  |                      |                      |            | Span "B"                        |       |
| Check End Bent Design         |                            |  |                     | 14                               |                      |                      | 42         | Span "C"                        |       |
| Design Interior Bents         |                            |  |                     |                                  |                      |                      |            | Span "D"                        |       |
| Check Interior Bent Design    |                            |  |                     |                                  |                      |                      | 0          | Span "E"                        |       |
| Draw Superstructure           |                            |  |                     |                                  | 44                   | 12                   |            | Span "F"                        |       |
| Check Superstructure Plans    |                            | 4  | 22                  | 6                                |                      |                      | 88         | Span "G"                        |       |
| Draw End Bent #1 & 2          |                            |  |                     |                                  | 36                   |                      |            | Additional Spans                |       |
| Check End Bent #1 & 2 Plans   |                            |  |                     | 18                               |                      |                      | 54         | Framing Plan                    |       |
| Draw Interior Bents           |                            |  |                     |                                  |                      |                      |            | Girders & Details               | 4     |
| Check Interior Bent Plans     |                            |  |                     |                                  |                      |                      | 0          | Barrier Rail/Three Bar Rail     | 16    |
| Rip Rap/Slope Protection      |                            |  |                     |                                  |                      | 12                   |            | Deflections                     |       |
| Chk Rip Rap/Slope Protection  |                            |  |                     | 6                                |                      |                      | 18         | Splices                         |       |
| Approach Slabs                |                            |  |                     |                                  | 24                   |                      |            | Bearings                        |       |
| Chk Approach Slabs            |                            |  |                     | 12                               |                      |                      | 36         | Bill of Material                | 8     |
| General Drawing               |                            |  |                     |                                  | 28                   |                      |            | Str. Steel Details              |       |
| Check General Drawing         |                            |  | 14                  |                                  |                      |                      | 42         | Joints                          |       |
| Construction Elevations       |                            |  |                     |                                  |                      |                      |            | Miscellaneous                   | 8     |
| Check Construction Elevations |                            |  |                     |                                  |                      |                      | 0          | Total                           | 56    |
| LRFR                          |                            | 2  | 6                   | 4                                |                      | 2                    | 14         |                                 |       |
| Miscellaneous                 | 8                          | 16   | 24                  | 12                               | 12                   | 8                    | 80         | Contract Docs & Coord           |       |
| <b>Total Manhours =</b>       | <b>10</b>                  | <b>44</b>  | <b>130</b>          | <b>90</b>                        | <b>192</b>           | <b>34</b>            | <b>500</b> |                                 |       |



### ESTIMATE MANHOURS FOR PREPARING BRIDGE PLANS

| Class                             | Manhours   | Rate/hour | Total      |
|-----------------------------------|------------|-----------|------------|
| Trans. Engineering Supervisor III | 10         | \$65.20   | \$652.00   |
| Trans. Engineering Supervisor II  | 44         | \$45.38   | \$1,996.72 |
| Transportation Engineer III       | 130        | \$44.28   | \$5,756.40 |
| Transportation Engineer I         | 90         | \$36.14   | \$3,252.60 |
| Transportation Technician IV      | 192        | \$25.10   | \$4,819.20 |
| Transportation Technician II      | 34         | \$20.53   | \$698.02   |
| <b>Total Manhours</b>             | <b>500</b> |           |            |

|              |         |                      |   |                             |
|--------------|---------|----------------------|---|-----------------------------|
|              |         | Subtotal             | = | \$17,174.94                 |
| % Overhead = | 122.12% | Additives & Overhead | = | \$20,974.04                 |
|              |         | Subtotal             | = | \$38,148.98                 |
| % Fee =      | 9%      | Profit               | = | \$3,433.41                  |
|              |         | Subtotal             | = | \$41,582.38                 |
|              |         | Non Salary Costs     | = | \$321.64                    |
|              |         | Cost of Capital      | = | <u>                    </u> |
| TIP Number   | B-5100  | Total Cost           | = | \$41,904.02                 |

**DIRECT NON-SALARY COST**

Firm: Wetherill Engineering, Inc

T.I.P. B-5100

(A) Travel  
Trip:

|   |          |
|---|----------|
| Prel. Field Review .....                      | _____    |
| Field Inspections - Prel., Comb., Final ..... | _____    |
| Other .....                                   | <u>1</u> |
| Trips to NCDOT .....                          | <u>4</u> |
| <br>Total Trips                               | <u>5</u> |

|  |   |          |
|--|---|----------|
| <u>1</u> Trips x <u>200</u> Mi./Trip x <u>\$0.51/Mi.</u> | = | \$102.00 |
| <u>4</u> Trips x <u>30</u> Mi./Trip x <u>\$0.51/Mi.</u>  | = | \$61.20  |

(B) Subsistence

Number of Overnight Trips \_\_\_\_ x \$61.50/Trip = \$0.00

Total A + B = \$163.20

2. Equipment  
List:

= \$0.00

3. Computer  
List:

= \$0.00

4. Communications  
List:

= \$0.00

5. Postage  
List:

= \$0.00

**DIRECT NON-SALARY COST**

Firm: Wetherill Engineering, Inc

T.I.P. B-5100

**NUMBER OF SHEETS**

|             |               |                   |              |   |
|-------------|---------------|-------------------|--------------|---|
| gen dwg     | 2 girder deta | 2 joint detail    | end bents    | 4 |
| typ sect    | 2 splice      | rail              | 2 int. bent  |   |
| plan of spa | 1 bearing     | 1 guardrail attac | 1 slope prot | 1 |
| framing pla | 1 deflections | superstr bill     | 1 appr slab  | 2 |

Total Sheets = 20

| A) BLUEPRINTS                       | SHEETS |   | SETS   | SHEETS     |          |
|-------------------------------------|--------|---|--------|------------|----------|
| Prel Str Plans                      | 3      | x | 4      | 12         |          |
| Final Str Plans                     | 7      | x | 10     | 70         |          |
| Review                              | 20     | x | 10     | 200        |          |
| <b>TOTAL SHEETS (PLANS)</b>         |        |   |        | <u>282</u> |          |
| <b>TOTAL BONDS (PLANS)</b>          | 282    | x | \$0.42 | =          | \$118.44 |
|                                     |        |   |        |            |          |
| B) MYLARS                           |        |   |        |            |          |
| Final Record Drawings               |        | x |        | =          |          |
| Other                               |        | x |        | =          |          |
| <b>TOTAL MYLARS</b>                 | 0      | x | \$5.90 | =          | \$0.00   |
|                                     |        |   |        |            |          |
| C) XEROX COPIES                     |        |   |        |            |          |
| Total Xerox Copies (say)            | 1000   | x | \$0.04 | =          | \$40.00  |
|                                     |        |   |        |            |          |
| <b>TOTAL REPRODUCTION A + B + C</b> |        |   |        | =          | \$158.44 |
|                                     |        |   |        |            |          |
| <b>TOTAL DIRECT NON-SALARY COST</b> |        |   |        | =          | \$321.64 |

**WETHERILL ENGINEERING**

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| Classification                       | Structure Rates         |  |
|--------------------------------------|-------------------------|--|
|                                      | Labor Rate<br>(\$/Hour) | Average Rate Per Classification<br>(\$/Hour) |
| <b><u>Project Manager</u></b>        |                         |  |
| Edward Wetherill                     | \$65.20                 | \$65.20                                      |
| <b><u>Project Engineer</u></b>       |                         |  |
| John Dilworth                        | \$44.28                 | \$45.38                                      |
| Tom Diffie                           | \$46.47                 |  |
| <b><u>Senior Design Engineer</u></b> |                         |  |
| John Dilworth                        | \$44.28                 | \$44.28                                      |
| <b><u>Design Engineer</u></b>        |                         |  |
| John Dilworth                        | \$44.28                 | \$36.14                                      |
| Erin Bonney                          | \$28.00                 |  |
| <b><u>Senior Technician</u></b>      |                         |  |
| Erin Bonney                          | \$28.00                 | \$25.10                                      |
| Jim Pendergraft                      | \$22.19                 |  |
| <b><u>Engineer Technician</u></b>    |                         |  |
| Jim Pendergraft                      | \$22.19                 | \$20.53                                      |
| Zenon Piatek                         | \$18.87                 |  |

## Utilities Coordination And Engineering Services Total Project Estimate

**Project** TIP B-5100 Purchase Order Contract # \_\_\_\_\_  
 County Pitt WBS PE \_\_\_\_\_

**PEF**

Name Wetherill Engineering Firm's Contract ID \_\_\_\_\_  
 Project Contact Edward Wetherill/John Alford Contract official \_\_\_\_\_

**NC DOT Project Contacts**

Engineering Coordination  
 Ut Eng Squad Leader UCU Area Coordinator  
 Ut Engineer UCU Coordinator

| Project Estimate                      | Principal or Project Engineer or TES III | Project Design Engineer or TES II | Senior Engineer or TE II | Junior Engineer or TE I | Senior Technician or TT IV | Junior Technician or TT II | Utility Coordinator | SubTotal           |
|---------------------------------------|--|-----------------------------------|--------------------------|-------------------------|----------------------------|----------------------------|---------------------|--------------------|
| Manhours                              | 0.0                                      | 0.0                               | 0.0                      | 0.0                     | 0.0                        | 0.0                        | 40.0                | 40.0               |
| Hourly Rate                           | \$ 65.20                                 | \$ 58.76                          | \$ 52.50                 | \$ 36.80                | \$ 22.19                   | \$ 18.87                   | \$ 36.05            | \$ 1,442.00        |
| SubTotal                              | \$ -                                     | \$ -                              | \$ -                     | \$ -                    | \$ -                       | \$ -                       | \$ 1,442.00         | \$ 1,760.97        |
| <b>Invoicing Percentages</b>          | <b>Manhours</b>                          |                                   | <b>% Work</b>            |                         |                            |                            | <b>Subtotal</b>     | <b>\$ 3,202.97</b> |
| UAPR                                  | 24.0                                     |                                   | 60.0%                    |                         |                            |                            | \$ 288.27           |                    |
| Utility Owner Concurrence             | 8.0                                      |                                   | 20.0%                    |                         |                            |                            | \$ 250.88           |                    |
| Utility Owner Relocation              | 8.0                                      |                                   | 20.0%                    |                         |                            |                            | \$ -                |                    |
| Utility by Others Plans               | 0.0                                      |                                   | 0.0%                     |                         |                            |                            | \$ -                |                    |
| Utility Environmental Permit Drawings | 0.0                                      |                                   | 0.0%                     |                         |                            |                            | \$ -                |                    |
| Utility Authorizations                | 0.0                                      |                                   | 0.0%                     |                         |                            |                            | \$ -                |                    |
| Other                                 | 0.0                                      |                                   | 0.0%                     |                         |                            |                            | \$ -                |                    |
| <b>Total</b>                          | <b>40</b>                                |                                   | <b>100.0%</b>            |                         |                            |                            | <b>\$ 3,742.12</b>  |                    |

|                     |                    |
|---------------------|--------------------|
| <b>Overhead</b>     | <b>\$ 122.12%</b>  |
| <b>Fee</b>          | <b>\$ 288.27</b>   |
| <b>Direct Costs</b> | <b>\$ 250.88</b>   |
| <b>CoC</b>          | <b>\$ 0%</b>       |
| <b>Total Cost</b>   | <b>\$ 3,742.12</b> |

## Utilities Coordination And Engineering Services Breakdown Mnhr Est

| Project B-5100 Pitt              |   |  |                                   |                          |                         |                            |                            |                     |           |  |
|----------------------------------|---|--|-----------------------------------|--------------------------|-------------------------|----------------------------|----------------------------|---------------------|-----------|--|
| Phase                            |   | Principal or Project Engineer or TES III | Project Design Engineer or TES II | Senior Engineer or TE II | Junior Engineer or TE I | Senior Technician or TT IV | Junior Technician or TT II | Utility Coordinator | Sub-total |  |
| <b>UAPR</b>                      |   |  | 0                                 |                          |                         |                            |                            | 24                  | 24        |  |
|                                  | Manhours  |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | Draft analysis of project and potential utility conflicts   |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | Collect data from ut owners   |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | Mitigation of conflicts with design   |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | SUE requests and assessment   |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | Preliminary routing of relocations  |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | coordination with construction stages   |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | Notify RoW of parcels needing ut coordination   |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | UAPR  |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | Estimate costs  |  |                                   |                          |                         |                            |                            |                     |           |  |
| <b>Utility Owner Concurrence</b> |   |  |                                   |                          |                         |                            |                            | 8                   | 8         |  |
|                                  | Manhours  |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | Utility owner concurs with UAPR   |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | Develop schedule for utility design and relocation  |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                  | Determine reimbursement eligibility for utilities with conflicts, obtain written property right documentation |  |                                   |                          |                         |                            |                            |                     |           |  |

## Utilities Coordination And Engineering Services Breakdown Mnhr Est

| Project B-5100 Pitt                   |   |  |                                   |                          |                         |                            |                            |                     |           |  |
|---------------------------------------|---|--|-----------------------------------|--------------------------|-------------------------|----------------------------|----------------------------|---------------------|-----------|--|
| Phase                                 |   | Principal or Project Engineer or TES III | Project Design Engineer or TES II | Senior Engineer or TE II | Junior Engineer or TE I | Senior Technician or TTTIV | Junior Technician or TT II | Utility Coordinator | Sub-total |  |
| Utility Owner Relocation              | Manhours  |  |                                   |                          |                         |                            |                            | 8                   | 8         |  |
|                                       | Assist Utility Owners in developing plans   |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                       | Review Utility Owner relocation plans,  |  |                                   |                          |                         |                            |                            |                     |           |  |
| Utility by Others Plans               | Manhours  |  |                                   |                          |                         |                            |                            |                     | 0         |  |
|                                       | Prepare UbO plans and provisions  |  |                                   |                          |                         |                            |                            |                     |           |  |
| Utility Environmental Permit Drawings | Manhours  |  |                                   |                          |                         |                            |                            |                     | 0         |  |
|                                       | Verify appropriateness of PUEs and environmental impacts and guide ut owners to conform |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                       | Provide plans for any changes to PUE's or environmental impacts.                        |  |                                   |                          |                         |                            |                            |                     |           |  |
| Utility Authorizations                | Task  |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                       | Submit plans and agreements   |  |                                   |                          |                         |                            |                            |                     |           |  |
|                                       | Provide Authorization letters   |  |                                   |                          |                         |                            |                            |                     |           |  |
| Other                                 | Manhours  |  |                                   |                          |                         |                            |                            |                     |           |  |
| Totals                                |   | 0  | 0                                 | 0                        | 0                       | 0                          | 0                          | 40                  | 40        |  |

**Utilities Coordination And Engineering Services  
Direct Costs**

| Phase                                 | Task   | Paper copies |         | Plan Sheets |                | Postage and Fax | Film and Developing | Travel    |           |          |          |                    | Subtotals |           |
|---------------------------------------|--------|--------------|---------|-------------|----------------|-----------------|---------------------|-----------|-----------|----------|----------|--------------------|-----------|-----------|
|                                       |        | 8-1/2"x11"   | 11"x17" | Blue prints | Bond (34"x22") |                 |                     | Mileage   | Breakfast | Lunch    | Supper   | Overnight per Diem |           |           |
| UAPR                                  |        | 20           | 20      |             | 20             |                 |                     | 200       |           |          |          |                    |           | \$ 113.20 |
| Utility Owner Concurrence             |        | 10           | 10      |             | 10             |                 |                     | 200       |           |          |          |                    |           | \$ 107.60 |
| Utility Owner Relocation              |        | 10           | 10      |             | 10             |                 |                     |           |           |          |          |                    |           | \$ 5.60   |
| Utility by Others Plans               |        |              |         |             |                |                 |                     |           |           |          |          |                    |           | \$ -      |
| Utility Environmental Permit Drawings |        |              |         |             |                |                 |                     |           |           |          |          |                    |           | \$ -      |
| Utility Authorizations                |        |              |         |             |                |                 |                     |           |           |          |          |                    |           | \$ -      |
| Other                                 |        |              |         |             |                |                 |                     | 48        |           |          |          |                    |           | \$ 24.48  |
|                                       | Totals | 40           | 40      | 0           | 40             |                 | 0                   | 448       | 0         | 0        | 0        | 0                  | 0         | \$ 22.40  |
|                                       | Rate   | \$ 0.04      | \$ 0.10 | \$ 0.35     | \$ 0.42        |                 | \$ 20.00            | \$ 0.510  | \$ 7.75   | \$ 10.10 | \$ 17.30 | \$ 73.50           | Total     | \$ 250.88 |
|                                       | Costs  | \$ 1.60      | \$ 4.00 | \$ -        | \$ 16.80       | \$ -            | \$ -                | \$ 228.48 | \$ -      | \$ -     | \$ -     | \$ -               | Total     | \$ 250.88 |



**Utilities Coordination And Engineering Services  
Schedule**

**Project B-5100 Pitt**

| <i>Phase</i>                          | <i>Final Submittal</i> |
|---------------------------------------|------------------------|
| UAPR                                  |                        |
| Utility Owner Concurrence             |                        |
| Utility Owner Relocation              |                        |
| Utility by Others Plans               |                        |
| Utility Environmental Permit Drawings |                        |
| Utility Authorizations                |                        |
| Other                                 |                        |

Dates are latest that the overall activity can occur.

The UbOs and Utility Authorizations should establish schedules for individual utility owners to meet the project goal of relocating utilities prior to project date of availability.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 LOCATION AND SURVEYS PEF COST ESTIMATE**

DATE: 3/7/2011

FIRM: WETHERILL ENGINEERING INC.

SUB: \_\_\_\_\_

PROJECT B-5100

COUNTY: PITT

NCMA # \_\_\_\_\_

LENGTH:

L-LINE: 750 FT  
 Y-LINE(S): \_\_\_\_\_ FT

RAMPS: \_\_\_\_\_ FT  
 RAILROADS: \_\_\_\_\_ FT

LS NO.: \_\_\_\_\_

PROJECT DESCRIPTION: Location and Design Survey for Bridge Replacement

**MANHOURS BY CLASSIFICATION**

| TASKS & PARAMETERS  | PE | PLS | SCA | ST | PC | IP | RP | TOTAL |
|---|----|-----|-----|----|----|----|----|-------|
| 1. Courthouse Research<br>No. of Properties: 12   |    | 8   |     |    |    |    |    | 8     |
| 2. Contacting Property Owners<br>No. of Property Owners: BY CITY                            |    |     |     |    |    |    |    |       |
| 3. NC Grid Tie (Horiz.) to NAD 1983<br>Approx. Length: GPS                                  |    | 2   |     |    | 4  | 4  |    | 10    |
| 4. Vertical Control Tie to NGVD of 1929<br>Approx. Length: NA                               |    |     |     |    |    |    |    |       |
| 5. Baseline Traverse<br>Approx. Length: 750   |    |     |     |    | 2  | 2  |    | 4     |
| 6. Intermediate Staking of Baseline<br>Approx. Length: NA                                   |    |     |     |    |    |    |    |       |
| 7. Compute Best-Fit Alignment (Graphically)<br>Approx. Length: NA                           |    |     |     |    |    |    |    |       |
| 8. Hub & Stake Design -L- & -Y- Alignments<br>Approx. Length -L-:<br>Approx. Length -Y-: NA |    |     |     |    |    |    |    |       |
| 9. Establish/Elevate Temp. Bench Marks<br>No. of TBM's: 2                                   |    |     |     |    | 2  | 2  |    | 4     |
| 10. Pavement DTMs<br>Approx. Length: 750  |    |     |     |    | 4  | 4  |    | 8     |
| 11. Hydrographic Surveys & -T- Lines<br>Approx. Length: na                                  |    |     |     |    | 4  | 4  |    | 8     |
| 12. Suppl. Info for DTM's (Obscured Areas)<br>No. of Acres / Hectares: 4 acres              |    | 4   |     |    | 8  | 8  |    | 20    |
| 13. Field Property Ties & Recon<br>No. of Properties: 12                                    |    | 4   |     |    | 8  | 8  |    | 20    |
| 14. Property Analysis and Computations<br>No. of Properties: 12                             |    | 6   |     |    |    |    |    | 6     |
| 15. Property Line Ties to Design Alignment<br>No. of Properties: NA                         |    |     |     |    |    |    |    |       |
| 16. Property Strip Maps<br>No. of Maps: 1   |    | 4   |     |    |    |    |    | 4     |
| 17. Data for Appraisal Report<br>No. of Properties: NA                                      |    |     |     |    |    |    |    |       |

| TASKS & PARAMETERS   | PE | PLS       | SCA | ST        | PC        | IP        | RP | TOTAL      |
|--|----|-----------|-----|-----------|-----------|-----------|----|------------|
| 18. Classif. of Features on Aerial Maps<br>No. of Maps:<br>Scale:                            |    |           |     |           |           |           |    |            |
| 19. Field Loc. of Topo & Plan. Features<br>(Dense, Med., or LT): MED                         |    |           |     |           | 10        | 10        |    | 20         |
| 20. Loc. of Non-Gravity U/G Utilities<br>(Dense, Med., or LT): MED                           |    |           |     |           | 4         | 4         |    | 8          |
| 21. Loc. of Gravity Utilities & Pipe Inverts<br>(Dense, Med., or LT): LT                     |    |           |     |           | 2         | 2         |    | 4          |
| 22. Mapping Pre. Prop. from Tax Map Info.<br>No. of Properties: 12                           |    | 4         |     | 2         |           |           |    | 6          |
| 23. Pole Data Sheets<br>(Dense, Med., LT): NA  |    |           |     |           |           |           |    |            |
| 24. Setting Photo Con. Panels<br>No. of Points: NA   |    |           |     |           |           |           |    |            |
| 25. Photogrammetric Control<br>No. of Points: NA   |    |           |     |           |           |           |    |            |
| 26. Staking and Flagging R/W & Easements<br>No. of R/W Points:<br>No. of EASEMENT Points: 30 |    | 4         |     |           | 4         | 4         |    | 12         |
| 27. Production of Base Mapping<br>No. of Sheets: 1   |    | 12        |     | 12        |           |           |    | 24         |
| 28. GPS Points<br>No. of Points: NA  |    |           |     |           |           |           |    |            |
| 29. Misc. Staking<br>No. of Points:  |    |           |     |           |           |           |    |            |
| 33. Travel Hrs R.T. 9  |    | 18        |     |           | 9         | 9         |    | 36         |
| 34. Project Mgmt. & Supervision  |    | 8         |     |           |           |           |    | 8          |
| 35. Traffic Control & Safety   |    |           |     |           |           | 2         |    | 2          |
| <b>TOTAL MANHOURS:</b>   |    | <b>74</b> |     | <b>14</b> | <b>61</b> | <b>63</b> |    | <b>212</b> |

| Classification             | Hours | Rate    | Cost       | TOTAL MANHOURS | TOTAL DIRECT SALARY COSTS |
|----------------------------|-------|---------|------------|----------------|---------------------------|
| PROFESSIONAL ENGINEER      |       |         |            |                |                           |
| PROFESSIONAL LAND SURVEYOR | 74    | \$33.50 | \$2,479.00 |                |                           |
| SURVEY CONTROL ANALYST     |       |         |            |                |                           |
| SURVEY TECHNICIAN          | 14    | \$20.00 | \$280.00   |                |                           |
| PARTY CHIEF                | 61    | \$20.00 | \$1,220.00 | <b>212</b>     | <b>\$4,924.00</b>         |
| INSTRUMENT PERSON          | 63    | \$15.00 | \$945.00   |                |                           |
| ROD PERSON                 |       |         |            |                |                           |

**INDIRECT SALARY COSTS**

|                                     |            |                   |
|-------------------------------------|------------|-------------------|
| Total Dir. Salary Costs             | \$4,924.00 |                   |
| Overhead (%)                        | 122.12     | \$6,013.19        |
| Fee (%)                             | 9          | \$984.35          |
| Cost of Capt. (%)                   |            |                   |
| <b>Total Indirect Salary Costs:</b> |            | <b>\$6,997.54</b> |

TOTAL DIR. and  
INDIR. SALARY COSTS  
**\$11,921.54**

**DIRECT COSTS**

|                         |         |          |
|-------------------------|---------|----------|
| Carry-All \$19.00/Day @ | Days =  |          |
| or 0.53/Mile @ 400      | Miles = | \$212.00 |
| Sedan \$18.00/Day @     | Days =  |          |
| or 0.51/Mile @          | Miles = |          |
| Misc. Survey Supplies = |         |          |

TOTAL DIRECT COSTS  
**\$212.00**

**PER DIEM EXPENSES**

(Meals: \$35.15 Max., Lodging \$65.90+ taxes - Assume \$73.50 for estimating purposes)  
\$108.65 / Day x 2 Persons x 2 Days =

TOTAL PER DIEM  
**\$434.60**

|                  |         |
|------------------|---------|
| Cost per Mi:     | \$16.76 |
| Manhours per Mi: | 0.28    |

**PROJECT ESTIMATE TOTAL: \$12,568.14**

ESTIMATE BY: MARK SMITH, PLS



# FROEHLING & ROBERTSON, INC.

*Engineering Stability Since 1881*

310 Hubert Street  
Raleigh, North Carolina 27603-2302 USA  
T 919.828.3441 | F 919.828.5751  
NC Engineering License # F-0266

March 1, 2011 (*revised 5/2/11*)

Mr. Edward G. Wetherill, P.E.  
Wetherill Engineering, Inc.  
559 Jones Franklin Road, Suite 164  
Raleigh, North Carolina 27606

**Re: Proposal for Structure Foundation Design Recommendations**

WBS Element No.: 42236.1.1  
STIP No.: B-5100  
Federal Aid No.: BRZ-0220 (37)  
County: Pitt  
Description: Bridge No. 421 on King George Road over Meeting House Branch  
F&R Proposal No.: 1166-428G revision 1

Dear Mr. Wetherill:

Froehling & Robertson, Inc. (F&R) would like to thank you for the opportunity to submit our scope of work and cost estimate to provide geotechnical services for the above referenced bridge replacement project. Our original proposal was revised to reduce the number of borings from 4 to 2 and remove the budget allowance for traffic control. These changes were made based on comments by NCDOT.

Our scope of work is based on the RFP issued by the City of Greenville, the scoping meeting held on February 22, 2011 at NCDOT, and a phone conversation with NCDOT on May 2, 2011. The proposed bridge replacement will be a single span with an approximate 90 degree skew. The span length is unknown, but could potentially range from 30 to 50 feet. No existing subsurface information is available; therefore, soil borings will be utilized to provide foundation recommendations for end bents supported by driven piles.

F&R will obtain one boring per bent based on NCDOT-GEU comments made. For the purpose of this proposal, we estimate that the borings will be extended to a planned termination depth of approximately 80 feet each below the existing ground surface. Our estimate assumes that no traffic control will be needed and the borings will be performed on the shoulder.

Utilities will be cleared by NC One Call prior to our arrival at the site; the borings may be offset as required to avoid utilities. The borings will be located in the field by making tape measurements from known site features (the existing bridge). At the completion of drilling, F&R will obtain the boring collar elevations (if a bench mark is available) and northings and eastings.



F&R proposes to use a CME 55 ATV-mounted drill rig to perform this exploration. The rig will have sampling tools per ASTM D-1586, hollow stem augers and an automatic hammer. An experienced drill team and field professional, working under the supervision of the project engineer, will perform this exploration.

At the completion of the fieldwork, the soil samples will be returned to our office where they will be classified by a geotechnical engineer using visual-manual identification procedures. F&R will select representative samples for testing. Laboratory testing is anticipated to include soil gradation and Atterberg limits to aid in soil classification.

F&R will plot our boring locations on a plan view (to be provided), provide final bore logs, soil test results, and prepare foundation design recommendations for the proposed structure based on factored loads to be provided by Wetherill, and the current AASHTO and NCDOT LRFD methodologies and policies. The recommendations will also address the end slope inclination based on assumed soil parameters from the boring information. Our estimate assumes that the end bents will be supported by driven pile foundations.

**The Lump Sum fee to provide the stated scope of geotechnical services is \$9,834.67.** We anticipate that field work can begin within 2 to 3 weeks following notice to proceed and the field exploration will take about 2 days to complete. Laboratory testing will take about 1 week to complete following the field work. We then anticipate turning in the foundation design recommendations approximately 2 weeks after receiving the factored loads from Wetherill.

Please contact us if you have any questions and we appreciate the opportunity to be of continued service.

Sincerely,  
**FROEHLING & ROBERTSON, INC.**

W. Patrick Alton, P.E.  
Geotechnical Engineer

Daniel K. Schaefer, P.E.  
Raleigh Branch Manager



| Geotechnical Services - Cost Estimate                                     |             |                       |              |                            |                 |                 |                 |
|---|-------------|-----------------------|--------------|----------------------------|-----------------|-----------------|-----------------|
| Fee For: Geotechnical Investigation & Foundation Design Recommendations   |             |                       |              | Date: May 2, 2011          |                 |                 |                 |
|   |             |                       |              | F&R Proposal No. 1166-428G |                 |                 |                 |
| TIP No. B-5100 WBS No.: 42236.1.1   |             |                       |              |                            |                 |                 |                 |
| Bridge No. 421 on King George Road over Meeting House Branch              |             |                       |              |                            |                 |                 |                 |
| Pitt County   |             |                       |              |                            |                 |                 |                 |
| <b>ENGINEERING SERVICES:</b>  |             |                       |              |                            |                 |                 |                 |
| Position/Classification   | Name        | Billing Rate, per hr. | FCC, per hr. | Hours                      | FCC             | Direct Labor    |                 |
| Senior Geotechnical Engineer  | W.F. Edelen | \$ 137.23             | \$ 1.53      | 2.0                        | \$ 3.06         | \$              | 274.46          |
| Project Engineer  | W.P. Alton  | \$ 102.91             | \$ 1.15      | 30.0                       | \$ 34.50        | \$              | 3,087.30        |
| Field Professional  | F.W. Racey  | \$ 72.91              | \$ 0.81      | 22.0                       | \$ 17.82        | \$              | 1,604.02        |
| CADD II + Survey  | F.W. Racey  | \$ 72.91              | \$ 0.81      | 6.0                        | \$ 4.86         | \$              | 437.46          |
| Clerical  | K. Rogers   | \$ 39.04              | \$ 0.44      | 1.0                        | \$ 0.44         | \$              | 39.04           |
| <b>Sub-Total</b>  |             |                       |              |                            | <b>\$ 60.68</b> | <b>\$</b>       | <b>5,442.28</b> |
| <b>ENGINEERING SERVICES SUB-TOTALS</b>                                    |             |                       |              |                            |                 |                 |                 |
| Direct Labor Cost   |             | \$5,442.28            |              |                            |                 |                 |                 |
| Facilities Cost of Capital @ 3.13%  |             | \$60.68               |              |                            |                 |                 |                 |
| Geotechnical Fee (9% of Direct Labor)                                     |             | \$489.81              |              |                            |                 |                 |                 |
| <b>FIELD INVESTIGATION SERVICES: ATV RIG</b>                              |             |                       |              |                            |                 |                 |                 |
| <b>I. Drill Rig Mobilization (est 180 miles R/T to site)</b>              |             |                       |              |                            |                 |                 |                 |
|   |             | Rate                  | Units        | Quantity                   | Total           |                 |                 |
| a. Drill Rig Local Mob for First 100 miles (up to 50 miles 1 way)         | \$          | 275.00                | ea.          | 1.0                        | \$              | 275.00          |                 |
| b. Drill Rig Mileage (added miles over local ~40 mi. 1 way, 80 mi. total) | \$          | 3.00                  | ea.          | 80.0                       | \$              | 240.00          |                 |
| <b>II. Field/Drilling Services</b>  |             |                       |              |                            |                 |                 |                 |
| a. Soil Test Borings with SPT < 100 (depth 0 to 60 feet)                  | \$          | 11.00                 | foot         | 120.0                      | \$              | 1,320.00        |                 |
| b. Soil Test Borings with SPT < 100 (> 60 feet)                           | \$          | 13.50                 | foot         | 20.0                       | \$              | 270.00          |                 |
| c. Soil Test Borings with SPT > 100 (depth 0 to 60 feet)                  | \$          | 14.00                 | foot         | 0.0                        | \$              | -               |                 |
| d. Soil Test Borings with SPT > 100 (> 60 feet)                           | \$          | 16.75                 | foot         | 20.0                       | \$              | 335.00          |                 |
| e. Installing Casing (temporary) (feet)                                   | \$          | 4.50                  | foot         | 0.0                        | \$              | -               |                 |
| f. Installing Casing (w/casing advancer) (feet)                           | \$          | 30.00                 | foot         | 0.0                        | \$              | -               |                 |
| g. Rock coring N (depth 0 to 60 feet)                                     | \$          | 34.00                 | foot         | 0.0                        | \$              | -               |                 |
| h. Rock Coring N (depth 60+ feet)   | \$          | 36.00                 | foot         | 0.0                        | \$              | -               |                 |
| i. SPTs in between core runs  | \$          | 20.00                 | each         | 0.0                        | \$              | -               |                 |
| j. Auger probe  | \$          | 6.50                  | foot         | 0.0                        | \$              | -               |                 |
| k. 3" Shelby tube samples   | \$          | 85.00                 | each         | 0.0                        | \$              | -               |                 |
| l. Travel Time (2-man Crew @ \$50/hr./person)                             | \$          | 100.00                | hour         | 1.5                        | \$              | 150.00          |                 |
| m. Crew Time (2-man Crew @ \$65/hr.person)                                | \$          | 130.00                | hour         | 1.0                        | \$              | 130.00          |                 |
| n. Car / Small Truck mileage  | \$          | 0.510                 | mile         | 200.0                      | \$              | 102.00          |                 |
| o. Truck mileage  | \$          | 0.530                 | mile         | 200.0                      | \$              | 106.00          |                 |
| p. Subsistence ( Our cost)  | \$          | 108.65                | man-day      | 6.0                        | \$              | 651.90          |                 |
| <b>SUB-TOTAL FIELD INVESTIGATION SERVICES - LAND</b>                      |             |                       |              |                            | <b>\$</b>       | <b>3,579.90</b> |                 |
| <b>LABORATORY TESTING SERVICES:</b>                                       |             |                       |              |                            |                 |                 |                 |
| a. Soil Classification  | \$          | 125.00                | each         | 2                          | \$              | 250.00          |                 |
| b. Soil Moisture Content  | \$          | 6.00                  | each         | 2                          | \$              | 12.00           |                 |
| c. Triaxial (CU)  | \$          | 600.00                | each         | 0                          | \$              | -               |                 |
| d. Consolidation  | \$          | 342.00                | each         | 0                          | \$              | -               |                 |
| e. Unconfined Compressive Strength of Rock Core Samples                   | \$          | 125.00                | each         | 0                          | \$              | -               |                 |
| <b>SUB-TOTAL LABORATORY TESTING SERVICES</b>                              |             |                       |              |                            | <b>\$</b>       | <b>262.00</b>   |                 |
| <b>Miscellaneous/Other</b>  |             |                       |              |                            |                 |                 |                 |
| a. Traffic Control (our cost)   | \$          | 1,500.00              | day          | 0                          | \$              | -               |                 |
| <b>SUB-TOTAL MISCELLANEOUS SERVICES</b>                                   |             |                       |              |                            | <b>\$</b>       | <b>-</b>        |                 |



**Geotechnical Services - Cost Estimate**

| Employee      | Per Diem  |       |        |       | Mileage |          |       |
|---------------|-----------|-------|--------|-------|---------|----------|-------|
|               | Breakfast | Lunch | Dinner | Motel | Mileage | Rate     | Total |
|               | \$ -      | \$ -  | \$ -   | \$ -  | 0       | \$ 0.510 | \$ -  |
| J. Gilchrist  | \$ -      | \$ -  | \$ -   | \$ -  | 0       | \$ 0.530 | \$ -  |
| S. Davis      | \$ -      | \$ -  | \$ -   | \$ -  | 0       | \$ 0.530 | \$ -  |
| <b>Totals</b> | \$ -      | \$ -  | \$ -   | \$ -  | 0       |          | \$ -  |

**Total Subsistence** \$ -

|   |                    |
|---|--------------------|
| <b>ENGINEERING SERVICES - Direct Labor Cost</b>         | <b>\$ 5,442.28</b> |
| <b>ENGINEERING SERVICES - Indirect Labor Cost (FCC)</b> | <b>\$ 60.68</b>    |
| <b>FIELD INVESTIGATION - LAND</b>                       | <b>\$ 3,579.90</b> |
| <b>LABORATORY TESTING SERVICES</b>                      | <b>\$ 262.00</b>   |
| <b>MISCELLANEOUS/OTHER ITEMS</b>                        | <b>\$ -</b>        |
| <b>GEOTECHNICAL FEE (9% of Direct Labor Cost)</b>       | <b>\$ 489.81</b>   |
| <b>TOTAL ESTIMATE</b>                                   | <b>\$ 9,834.67</b> |



| TASK #                     | TASK DESCRIPTION                   | RANKING (1-10) | DATE | EST. HOURS | EST. COST | EST. MANPOWER | EST. EQUIPMENT | EST. MATERIALS | EST. UTILITIES | EST. TRANSPORT | EST. TRAVEL | EST. OVERTIME | EST. SUBCONTRACTORS | EST. OTHER | EST. TOTAL |                |                |
|----------------------------|------------------------------------|----------------|------|------------|-----------|---------------|----------------|----------------|----------------|----------------|-------------|---------------|---------------------|------------|------------|----------------|----------------|
|                            |                                    |                |      |            |           |               |                |                |                |                |             |               |                     |            | EST. LABOR | EST. MATERIALS |                |
| 1                          | SCOPING                            |                |      |            |           |               |                |                |                |                |             |               |                     |            |            |                |                |
| 1.1                        | Scoping Meeting                    | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 1.2                        | Site Visit                         | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 1.3                        | Review Scope of Work               | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 1.4                        | Develop Request for Proposal       | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 1.5                        | Contract Administration            | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 2                          | PERMITS                            |                |      |            |           |               |                |                |                |                |             |               |                     |            |            |                |                |
| 2.1                        | Obtain Preliminary Plat            | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 2.2                        | Submit Plat                        | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 2.3                        | City Review                        | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 2.4                        | County Review                      | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 2.5                        | Obtain City Plat                   | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 2.6                        | Obtain County Plat                 | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 3                          | SECTION 104                        |                |      |            |           |               |                |                |                |                |             |               |                     |            |            |                |                |
| 3.1                        | Section 104 Meeting                | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 3.2                        | Section 104 Report                 | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 3.3                        | Section 104 Review                 | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 3.4                        | Section 104 Approval               | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 4                          | COORDINATION                       |                |      |            |           |               |                |                |                |                |             |               |                     |            |            |                |                |
| 4.1                        | Coordinate with other agencies     | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 4.2                        | Coordinate with utility companies  | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 4.3                        | Coordinate with other stakeholders | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 5                          | SECTION 106                        |                |      |            |           |               |                |                |                |                |             |               |                     |            |            |                |                |
| 5.1                        | Section 106 Meeting                | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 5.2                        | Section 106 Report                 | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 5.3                        | Section 106 Review                 | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 5.4                        | Section 106 Approval               | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 6                          | SECTION 107                        |                |      |            |           |               |                |                |                |                |             |               |                     |            |            |                |                |
| 6.1                        | Section 107 Meeting                | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 6.2                        | Section 107 Report                 | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 6.3                        | Section 107 Review                 | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 6.4                        | Section 107 Approval               | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 7                          | PUBLIC INVOLVEMENT                 |                |      |            |           |               |                |                |                |                |             |               |                     |            |            |                |                |
| 7.1                        | Public Meeting                     | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 7.2                        | Open House                         | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 7.3                        | Public Comment                     | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 8                          | ALTERNATIVE ELECTOR                |                |      |            |           |               |                |                |                |                |             |               |                     |            |            |                |                |
| 8.1                        | Electoral Process                  | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 9                          | ENVIRONMENTAL DOCUMENT             |                |      |            |           |               |                |                |                |                |             |               |                     |            |            |                |                |
| 9.1                        | Environmental Document Meeting     | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 9.2                        | Environmental Document Report      | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 9.3                        | Environmental Document Review      | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| 9.4                        | Environmental Document Approval    | 3.00           | 0.50 | 100.00     | 2.00      | 1.00          | 0.00           | 0.00           | 0.00           | 0.00           | 0.00        | 0.00          | 0.00                | 0.00       | 102.00     | 2.00           |                |
| <b>TOTAL (GRAND TOTAL)</b> |                                    |                |      |            |           |               |                |                |                |                |             |               |                     |            |            | <b>274.00</b>  | <b>5206.66</b> |
| <b>TOTAL (GRAND TOTAL)</b> |                                    |                |      |            |           |               |                |                |                |                |             |               |                     |            |            | <b>274.00</b>  | <b>5206.66</b> |

SUBCONSULTANT TOTAL

|                          |             |
|--------------------------|-------------|
| TOTAL                    | \$27,212.00 |
| TOTAL SUBCONSULTANT FEES | \$4,844.00  |
| TOTAL MANPOWER           | 22.00       |
| TOTAL EQUIPMENT          | 0.00        |
| TOTAL MATERIALS          | 0.00        |
| TOTAL UTILITIES          | 0.00        |
| TOTAL TRANSPORT          | 0.00        |
| TOTAL TRAVEL             | 0.00        |
| TOTAL OVERTIME           | 0.00        |



| <b>DIRECT EXPENSES</b>                        |  |   |                                  |             |                 |          |
|---|--|---|----------------------------------|-------------|-----------------|----------|
| <b>PROJECT DESCRIPTION: B-5100 Greenville</b> |  |   |                                  |             |                 |          |
| <b>PREPARED BY: Greg S. Purvis</b>            |  |   | <b>PROJECT NUMBER:</b>           |             |                 |          |
| <b>TIP NUMBER: B-5100</b>                     |  |   | <b>REVIEWED BY UNIT HEAD ON:</b> |             |                 |          |
| <b>DATE PREPARED: 03/03/11</b>                |  |   |                                  |             |                 |          |
| Travel:                                       | Sedan  | 1 Trip(s)   | 200 miles @                      | \$0.510     | \$102.00        |          |
|   | Carry All                                      | 0 Trip(s) @   | 0 miles @                        | \$0.520     | \$0.00          |          |
|   | Car Rental                                     |   | 0 days @                         | \$45.00     | \$0.00          |          |
|   | Gas for Rental                                 |   | 0 miles @                        | \$0.11      | \$0.00          |          |
|   | Parking:                                       | 0 Trip(s) @   |                                  | \$3.00      | \$0.00          |          |
|   | Per Diem:                                      | 0 Breakfast   |                                  | \$7.75      | \$0.00          |          |
|   |  | 0 Lunch   |                                  | \$10.10     | \$0.00          |          |
|   |  | 0 Dinner  |                                  | \$17.30     | \$0.00          |          |
|   |  | 0 Lodging (Including taxes)   |                                  | \$65.90     | \$0.00          |          |
|   | Reproduction:                                  | 225 8 1/2 x 11 Copy(s) @ 1 bridges x 15 copies of CE x 15 pages ea. |                                  | \$0.04      | \$9.00          |          |
|   |  | 0 11 x 17 Copy (s) @  |                                  | \$0.10      | \$0.00          |          |
|   |  | 0 Cover(s) @  |                                  | \$0.50      | \$0.00          |          |
|   |  | 0 Binder(s) @   |                                  | \$0.50      | \$0.00          |          |
|   |  | 20 Color Copy(s) @ 1 bridge   |                                  | \$0.65      | \$13.00         |          |
|   | File and Developing:                           | 0 Roll(s) @   |                                  | \$30.00     | \$0.00          |          |
|   |  | <b>Subtotal</b>   |                                  |             | <b>\$124.00</b> |          |
| Maps & Documents:                             | County Tax Maps:                               | 0 Map(s) @  |                                  | \$7.00      | \$0.00          |          |
|   | USGS Maps:                                     | 0 Map(s) @  |                                  | \$7.00      | \$0.00          |          |
|   |  | <b>Subtotal</b>   |                                  |             | <b>\$0.00</b>   |          |
| Technical Reports<br>Reproduction:            |  | 0 8 1/2 x 11 Copy(s) @  |                                  | \$0.04      | \$0.00          |          |
|   |  | 0 11 x 17 Copy(s) @   |                                  | \$0.10      | \$0.00          |          |
|   |  | 0 Blueline(s) @   |                                  | \$0.35      | \$0.00          |          |
|   |  | <b>Subtotal</b>   |                                  |             | <b>\$0.00</b>   |          |
| Design<br>Reproduction:                       |  | 8 1/2 x 11 Copy(s)  |                                  | \$0.04      | \$0.00          |          |
|   |  | 11 x 17 Copy (s)  |                                  | \$0.10      | \$0.00          |          |
|   |  | 22 x 34 Copy(s)   |                                  | \$0.42      | \$0.00          |          |
|   |  | 0 Blueline(s) @   |                                  | \$0.35      | \$0.00          |          |
|   |  | 0 Mylar Sepie(s) @  |                                  | \$5.90      | \$0.00          |          |
|   |  | 0 Cross-Sections Sheet(s)   |                                  | \$3.50      | \$0.00          |          |
|   | 0 Enlarge Quad Map(s)                          |   | \$50.00                          | \$0.00      |                 |          |
|   |  | <b>Subtotal</b>   |                                  |             | <b>\$0.00</b>   |          |
| Environmental Document<br>Reproduction:       |  | 500 8 1/2 x 11 Copy(s) @  |                                  | \$0.04      | \$20.00         |          |
|   |  | 0 11 x 17 Copy(s) @   |                                  | \$0.10      | \$0.00          |          |
|   |  | 0 Cover(s) @  |                                  | \$0.50      | \$0.00          |          |
|   |  | 0 Binder(s) @   |                                  | \$0.50      | \$0.00          |          |
|   |  | 0 Color Copy(s) @   |                                  | \$0.83      | \$0.00          |          |
|   |  | <b>Subtotal</b>   |                                  |             | <b>\$20.00</b>  |          |
| <b>MEETINGS &amp; PUBLIC INVOLVEMENT</b>      | Travel:  | Sedan   | 1 Trip(s)                        | 200 miles @ | \$0.510         | \$102.00 |
|   |  | Carry All   | 0 Trip(s) @                      | 0 miles @   | \$0.520         | \$0.00   |
|   |  | Car Rental  |                                  | 0 days @    | \$45.00         | \$0.00   |
|   |  | Gas for Rental  |                                  | 0 miles @   | \$0.11          | \$0.00   |
|   | Parking:                                       | 0 Trip(s) @   |                                  | \$3.00      | \$0.00          |          |
|   |  | Per Diem:   | 0 Breakfast                      |             | \$7.75          | \$0.00   |
|   |  |   | 0 Lunch                          |             | \$10.10         | \$0.00   |
|   |  |   | 0 Dinner                         |             | \$17.30         | \$0.00   |
|   |  | 0 Lodging (Including taxes)   |                                  | \$65.90     | \$0.00          |          |
|   | Workshop Handouts<br>- Reproduction            | 50 8 1/2 x 11 Page(s) @   | 50 Handouts                      | \$0.04      | \$2.00          |          |
|   |  | 1 11 x 17 Page(s) @   | 50 Handouts                      | \$0.10      | \$5.00          |          |
|   | Presentation Materials:<br>- Public Workshops: | 1 Workshop(s)   |                                  | \$200.00    | \$200.00        |          |
|   |  | Presentation @  |                                  | \$350.00    | \$0.00          |          |
|   | Mailing Labels:                                | Box(s) @  |                                  | \$37.00     | \$0.00          |          |
|   | Postage:<br>- Public Workshops:                | 1 Workshop(s)   | 50 copies @                      | \$0.44      | \$22.15         |          |
|   |  | <b>Subtotal</b>   |                                  |             | <b>\$331.15</b> |          |
|   |  | <b>TOTAL</b>  |                                  |             | <b>\$475.15</b> |          |

**CAROLINA  
ECOSYSTEMS, INC.**

3040 NC 42 West; Clayton, NC 27520  
P:919-606-1065

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**TIP No. B-5100  
King George Road over Meeting House Branch  
City of Greenville/NCDOT  
Proposed Scope of Services  
Natural Resources Technical Report & Permitting**

**Scope of Work Summary:**

Carolina Ecosystems, Inc. (CEI) will prepare a Natural Resources Technical Report (NRTR) for the above referenced project, consult on environmental issues as they relate to project design, and prepare a Nationwide Permit application for submission to regulatory agencies. Specifically, CEI will provide the tasks outlined under the detailed scope of work below.

**Schedule:**

CEI will adhere to the following schedule for this project:

- Day 0: Notice To Proceed (NTP)
- Day 45: Complete field work
- Day 60: Draft Jurisdictional Determination (JD) request
- Day 90: Draft NRTR
- Draft Permit application will be submitted within 30 days of completion of permit drawings.

Final JD request, NRTR, and Permit Application will be submitted within 14 days of receipt of comments on each document.

**Detailed Scope of Work**

**Task 1: Project Management & Quality Control**

Phil May will serve as project manager for this scope of work and ensure that the project is performed to North Carolina Department of Transportation (NCDOT) standards and deliverables are provided on schedule. In addition, CEI will provide monthly invoices to Wetherill on a lump sum basis, billed on a percent complete of each major component by task. Invoices will include a progress report specifically outlining the work performed during the invoicing period. Quality control of deliverables will be provided by senior CEI or Alderman Environmental Services (AES) staff as appropriate.

**Task 2: Background Data Collection & Field Analysis**

CEI staff will gather available background data in accordance with NCDOT Natural Environment Unit (NEU) NRTR standard practices outlined in their NRTR Format Guidance of December 2010. Field maps and Geographical Position System (GPS) background files will be

B-5100

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prepared along with appropriate forms and data collection sheets for field personnel to use. CEI will mobilize to the site to perform field work including:

- Terrestrial community surveys
- Aquatic community surveys (mussel survey to be provided by AES)
- Wetland and stream delineations
- Protected species habitat evaluations

All jurisdictional resources (wetlands, streams, and surface waters) within the Study Area will be located using sub-meter GPS technology to approved NCDOT standards. Jurisdictional wetlands will be documented using US Army Corps of Engineers (USACE) Wetland Delineation Forms and NC Wetland Assessment Method Wetland Rating Worksheets. Jurisdictional streams will be documented using USACE Stream Quality Assessment Forms and NC Division of Water Quality (NCDWQ) Stream Identification Forms. The Study Area will be comprised of the bridge and areas within 100 feet in all directions, plus the downstream property adjacent to the stream to a distance of approximately 300 feet from the bridge.

### **Task 3: NRTR & Jurisdictional Determination Preparation**

CEI will prepare a draft NRTR for City and NCDOT review in compliance with the December 2010 NRTR Template and Format Guidance. GPS data collected in the field will be post-processed and included in the NRTR figures. Two hard copies of the draft NRTR will be provided to NCDOT for their review. CEI will incorporate City and NCDOT comments into a final NRTR and submit two hard copies of this document along with a compact disc containing the NRTR document in Microsoft Word format and associated figures in Adobe Acrobat format.

CEI will prepare a JD request for submission to the USACE and NCDWQ. This request will be for a preliminary jurisdictional determination and will not include USACE 2007 (Post-Rapanos) JD forms, but will include the 2008 Preliminary JD form. The request will include a cover letter to the USACE, figures depicting the Study Area and jurisdictional areas, US Geographic Survey and County Soil Survey information, and data forms from Task 2. The JD request will be submitted to the City and NCDOT for review. Any comments will be incorporated and a final JD package will be submitted to the appropriate agencies. If needed, a field verification visit will be scheduled with the agencies.

### **Task 4: Nationwide Permit 14 and Tar Pamlico Buffer Application**

During design of the project, CEI will provide consultation on design issues and meet to review plans with the design engineers. This will include review of electronic plans and up to two meetings with Wetherill Engineering and two meetings with the City and NCDOT. After permit level design is complete and permit impacts provided, CEI will prepare a draft permit application to address impacts to wetlands, streams, and Tar-Pamlico buffers that would result from the project. The application will include:

- Cover letter
- Pre-construction notification (PCN) form

B-5100

- 
- Permit impact sheets (supplied by Wetherill Engineering)
  - Plan sheets
  - Supporting information such as delineation materials, figures, and site photographs

Upon receipt of comments from the City and NCDOT, a final PCN will be prepared and one copy submitted to the City for signature prior to submission to the USACE and NCDWQ.

### Assumptions

The scope of work above was prepared with the following assumptions:

- Access to all properties within the Study Area is granted prior to field work, and no owners or tenants refuse access to field personnel.
- GPS satellite coverage is of adequate strength to meet NCDOT standards during field work. No additional visits are included in this scope for GPS data collection.
- Terrestrial community mapping will be performed using aerial photography field verification and field drawings.
- No threatened or endangered species or their habitat are present within or adjacent to the Study Area. Formal surveys or consultation with US Fish and Wildlife Service is not included in this scope.
- The project design and impacts are allowable under a NWP 14, and an individual permit is not required.
- No on-site mitigation is required or practical for the project.
- Permit application fees and, if required, mitigation fees will be paid by the City.

### Contract Authorization

If this scope of work and associated fee dated 5/4/11 are acceptable, please authorize below.

Accepted:

Wetherill Engineering, Inc.

Print (Type) Individual Firm or Corporate Name

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Signature of Authorized Representative

Date

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Print (Type) Name of Authorized Representative and Title

Carolina Ecosystems, Inc.  
Project Cost Estimate

TIP No: B-5100

Date: 5/2/2011

Cost Estimate: \$ 12,358.31

| Labor   |                                  | Sr Env. Scientist | Env. Scientist | Unique Env. Scientist | Aquatic Biologist | Total Hours | Total Cost   |
|---------|----------------------------------|-------------------|----------------|-----------------------|-------------------|-------------|--------------|
| Task No | Task Description                 | \$ 100.00         | \$ 80.00       | \$ 130.00             | \$ 100.00         |             |              |
| 1       | Project Mgmt & QC                | 4                 | 0              | 0                     | 0                 | 4           | \$ 400.00    |
| 2       | Background data & Field Analysis | 0                 | 0              | 0                     | 0                 | 0           | \$ -         |
| 2.1     | Background data collection       | 0                 | 4              | 0                     | 0                 | 4           | \$ 320.00    |
| 2.2     | Travel                           | 0                 | 8              | 4                     | 4                 | 16          | \$ 1,560.00  |
| 2.3     | Field Surveys                    | 0                 | 10             | 0                     | 0                 | 10          | \$ 800.00    |
| 2.4     | Aquatic Surveys                  | 0                 | 0              | 8                     | 8                 | 16          | \$ 1,840.00  |
| 2.5     | GPS data correction & conversion | 0                 | 2              | 0                     | 0                 | 2           | \$ 160.00    |
| 3       | NRTR & JD Preparation            | 0                 | 0              | 0                     | 0                 | 0           | \$ -         |
| 3.1     | JD Request & Site Visit          | 0                 | 14             | 0                     | 0                 | 14          | \$ 1,120.00  |
| 3.2     | Draft NRTR Preparation           | 2                 | 16             | 1                     | 0                 | 19          | \$ 1,610.00  |
| 3.3     | Final NRTR Preparation           | 1                 | 6              | 0                     | 0                 | 7           | \$ 580.00    |
| 4       | Permitting                       | 0                 | 0              | 0                     | 0                 | 0           | \$ -         |
| 4.1     | Design review/consultation       | 4                 | 0              | 0                     | 0                 | 4           | \$ 400.00    |
| 4.2     | Draft PCN Preparation            | 2                 | 20             | 0                     | 0                 | 22          | \$ 1,800.00  |
| 4.3     | Final PCN Preparation            | 1                 | 8              | 0                     | 0                 | 9           | \$ 740.00    |
| 4.4     | Agency comments/responses        | 1                 | 8              | 0                     | 0                 | 9           | \$ 740.00    |
|         | Total Hours                      | 15                | 96             | 13                    | 12                | 136         |              |
|         | Total Labor Cost                 | \$ 1,500.00       | \$ 7,680.00    | \$ 1,690.00           | \$ 1,200.00       | 136         | \$ 12,070.00 |

| Direct Costs          |          |      |             |            |
|-----------------------|----------|------|-------------|------------|
| Item Description      | Cost     | Unit | Total Units | Total Cost |
| Xerox Copies - 8.5x11 | \$ 0.04  | page | 264         | \$ 10.56   |
| Xerox Copies - 11x17  | \$ 0.10  | page | 48          | \$ 4.80    |
| Covers & binding      | \$ 1.00  | page | 0           | \$ -       |
| Film & developing     | \$ 20.00 | roll | 0           | \$ -       |
| Mileage               | \$ 0.53  | mile | 515         | \$ 272.95  |
| Per Diem: Breakfast   | \$ 7.75  | day  | 0           | \$ -       |
| Lunch                 | \$ 10.10 | day  | 0           | \$ -       |
| Dinner                | \$ 17.30 | day  | 0           | \$ -       |
| Hotel                 | \$ 73.50 | day  | 0           | \$ -       |
| Total Direct Cost     |          |      |             | \$ 288.31  |

|                           |                     |
|---------------------------|---------------------|
| Total Direct Labor Cost   | \$ 12,070.00        |
| Direct Costs              | \$ 288.31           |
| <b>Total Project Cost</b> | <b>\$ 12,358.31</b> |

**ROADWAY DESIGN ESTIMATE**

| MANHOURS BY CLASSIFICATION                                  |             |                 |             |      | TOTAL   |          | PROJECT PHASE |  |      |
|---|-------------|-----------------|-------------|------|---------|----------|---------------|--|------|
| ASSOC ENGR  | SENIOR ENGR | DESIGN ENGR(EI) | SENIOR TECH | TECH | DRAFTER | MANHOURS |               | MANDAYS                                      |      |
|   | 8.00        |                 |             |      |         | 8.00     | 1.00          | Attend Prebid Meeting                        |      |
|   | 8.00        |                 |             |      |         | 8.00     | 1.00          | Attend Preconstruction Meeting               |      |
|   | 8.00        |                 |             |      |         | 8.00     | 1.00          | Attend Public Hearing/Informational Workshop |      |
|   | 8.00        |                 |             |      |         | 8.00     | 1.00          | Project Coordination with City               |      |
|   | 8.00        |                 |             |      |         | 8.00     | 1.00          | Coordination with Subconsultants             |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
|   |             |                 |             |      |         | 0.00     | 0.00          |  |      |
| 0.00  | 40.00       | 0.00            | 0.00        | 0.00 | 0.00    | 40.00    | 5.00          |  |      |
| <b>TOTAL for PROJECT MANAGEMENT</b>                         |             |                 |             |      |         |          |               |  |      |
| <b>SUMMARY</b>  |             |                 |             |      |         |          |               |  |      |
| PROJECT MANAGEMENT  |             |                 |             |      |         |          |               | 40.00  | 5.00 |
| TOTAL for PROJECT MANAGEMENT                                |             |                 |             |      |         |          |               | 40.00  | 5.00 |
| SEE PROJECT MANAGEMENT CLASSIFICATION FOR CALCULATED COSTS. |             |                 |             |      |         |          |               |  |      |

**ROADWAY DESIGN EMPLOYEE CLASSIFICATION**

TIP NO.: B-5100  
COUNTY: Pitt

| CLASSIFICATION                                | EMPLOYEE NAME | MANHOURS | MANDAYS | RATE     | COST               |
|---|---------------|----------|---------|----------|--------------------|
| Project Manager                               | Bob May       | 40.00    | 5.00    | \$ 49.77 | \$ 1,990.80        |
|   |               |          |         |          |                    |
|   |               |          |         |          |                    |
|   |               |          |         |          |                    |
|   |               |          |         |          |                    |
|   |               |          |         |          |                    |
|   |               |          |         |          |                    |
| Total   |               | 40.00    | 5.00    |          | \$ 1,990.80        |
| Total Direct Salary                           |               |          |         |          | \$ 1,990.80        |
| Escalation (None Used)                        |               |          |         |          | \$ 1,990.80        |
| Overhead                                      |               |          |         | 160.58%  | \$ 3,196.83        |
| Subtotal                                      |               |          |         |          | \$ 5,187.63        |
| Fee   |               |          |         | 9%       | \$ 466.89          |
| Overhead (Cost of Capital)                    |               |          |         | 0.00%    | \$ -               |
| <b>TOTAL DIRECT AND INDIRECT SALARY COSTS</b> |               |          |         |          | <b>\$ 5,654.51</b> |

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

**Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

This Exhibit not used.



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

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NOTICE OF ACCEPTABILITY OF WORK

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This Exhibit not used.

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

**Insurance**

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Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- |  |             |
|--|-------------|
| a. Workers' Compensation:  | Statutory   |
| b. Employer's Liability --   |             |
| 1) Each Accident:  | \$100,000   |
| 2) Disease, Policy Limit:  | \$500,000   |
| 3) Disease, Each Employee:   | \$100,000   |
| c. General Liability --  |             |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$1,000,000 |
| 2) General Aggregate:  | \$2,000,000 |
| d. Excess or Umbrella Liability --   |             |
| 1) Each Occurrence:  | \$2,000,000 |
| 2) General Aggregate:  | \$2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): |             |
| Each Accident  | \$1,000,000 |
| f. Professional Liability --   |             |
| 1) Each Claim Made   | \$1,000,000 |
| 2) Annual Aggregate  | \$2,000,000 |
| g. Other (specify):  | \$ N/A      |

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

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

**Dispute Resolution**

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This Exhibit not used.

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

**Limitations of Liability**

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This Exhibit not used.

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

**Special Provisions**

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This Exhibit not used.

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

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

This Exhibit not used.



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

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**Title of Item:** Supplemental agreement for railroad switching yard project

**Explanation:** On October 28, 2009 the City, North Carolina Department of Transportation (NCDOT), and three railroad companies executed a Federal & State Funds Reimbursement Agreement providing for the construction of several projects in Pitt County including the 14th Street connection track and relocation of the CSXT switching yard. All of the projects have been completed with the exception of the switching yard relocation.

The Agreement requires that all parties "shall endeavor to complete" the projects within two years. The Agreement further provides that NCDOT "may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant." NCDOT has requested that all five parties approve the attached Supplemental Agreement that extends the switching yard relocation deadline to June 30, 2013.

The Supplemental Agreement also adds an ethics provision that is now standard in all NCDOT agreements. All other provisions of the 2009 Agreement remain the same.

**Fiscal Note:** The Supplemental Agreement requires no City funding.

**Recommendation:** Approve the attached Supplemental Agreement.

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

**Attachments / click to download**

 [NCDOT Supplemental Agreement](#)

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NORTH CAROLINA  
PITT COUNTY

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

JULY 28, 2011

AND

CITY OF GREENVILLE

SUPPLEMENTAL AGREEMENT  
TIP: P-3309

AND

CSX TRANSPORTATION, INC.

AND

CAROLINA COASTAL RAILWAY

AND

NORFOLK SOUTHERN RAILWAY  
COMPANY

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

WITNESSETH:

WHEREAS, the Department, Municipality, CSXT, CLNA, and NSR entered into a Federal and State Funds Reimbursement Agreement on October 28, 2009, in order to disburse State and Federal funds to CSXT and CLNA for the Project in accordance with the scope of work described therein; and

WHEREAS, the Department, Municipality, CSXT, CLNA, and NSR realize continued value in the Project and have mutually agreed to extend the completion date of the Project,

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

**5. TIME FRAME**

CSXT, and/or its approved agent, shall endeavor to complete the Project, with the exception of Improvement 2G, by June 30, 2013. The Department shall extend the deadline for completion of CSXT milestone activities until said date, due to the enhanced environmental documentation and clearances required of the Department by the Federal Railroad Administration (FRA). CLNA, and/or its approved agent, has completed installation of the crossies as addressed under Improvement 2G within the two

years of execution of the aforementioned Agreement. CSXT shall endeavor to meet milestone dates as stated herein, or the Department reserves the right to revoke the funds awarded if CSXT is unable to meet any milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing. The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FRA reserves the right to de-obligate said funding.

### **35. ETHICS PROVISION**

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

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

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

All other terms and conditions addressed in the Agreement executed on October 28, 2009, shall remain the same.

Except as hereinabove provided, the Agreement heretofore executed by the Department, Municipality, CSXT, CLNA, and NSR, on October 28, 2009, is ratified and affirmed as therein provided.

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

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

ATTEST

CITY OF GREENVILLE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Wayne Bowers

TITLE: \_\_\_\_\_

TITLE: City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SEAL

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

\_\_\_\_\_  
Finance Officer

FEDERAL TAX IDENTIFICATION NUMBER

56-0000229  
City of Greenville

MAILING ADDRESS  
City of Greenville  
Financial Services Department  
PO Box 7207  
Greenville, North Carolina 27835-7207  
ATTN: Same

Approved by City Council of the City of Greenville as attested to by the signature of \_\_\_\_\_, Clerk of the City Council on \_\_\_\_\_ (Date)

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

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

ATTEST

CSX TRANSPORTATION, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: Steve Potter

TITLE: \_\_\_\_\_

TITLE: Vice President, Network Planning

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS

Mr. Steve Potter, Vice President, Network Planning  
CSX Transportation, Inc.  
500 Water Street, J-315  
Jacksonville, Florida 32202  
ATTN: Pete Delfox

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

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

ATTEST

CAROLINA COASTAL RAILWAY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Doug Golden

TITLE: \_\_\_\_\_

TITLE: President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS

Mr. Doug Golden, President  
Carolina Coastal Railway  
116 N. Bellevue Avenue  
Langhorne, Pennsylvania 19047  
ATTN: Same

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

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

ATTEST

NORFOLK SOUTHERN RAILWAY COMPANY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: John H. Friedmann

TITLE: \_\_\_\_\_

TITLE: Vice President, Strategic Planning

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS

Mr. John H. Friedmann, Vice President  
Strategic Planning  
Norfolk Southern Railway Company  
Three Commercial Place, 12<sup>th</sup> Floor  
Norfolk, Virginia 23510-9228  
ATTN: Marc Hoecker

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

ATTEST

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Jim Trogdon

TITLE: Secretary to Board of Transportation

TITLE: Chief Operating Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS  
North Carolina Department of Transportation  
Rail Division, Engineering & Safety  
1556 MSC  
Raleigh, North Carolina 27699-1556  
ATTN: Matthew Simmons  
Senior Project Engineer, Design

APPROVED BY BOARD OF TRANSPORTATION AS ITEM O: \_\_\_\_\_  
(Date)



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

---

**Title of Item:** Reimbursement resolution for Greenville Utilities Commission's Electric Capital Projects for the Sugg Parkway Substation and Transmission projects

**Explanation:** The Sugg Parkway Substation and Transmission projects are to support expansion of the DSM site to 40 MVA of electrical capacity. The substation will also serve future additional loads in the Indigreen Industrial Park area. The project includes a 115 kV transmission line extension of approximately 9,700' between US 264 and NC 903 highways, a 40 MVA two transformer design substation, initially with one 20 MVA power transformer situated on a 1.95 acre tract, and four additional 15 kV distribution circuits to serve the DSM property. DSM submitted a formal request on March 16, 2011 to increase their site contract capacity from 26 to 34 MVA. The proposed Sugg Parkway projects include engineering design, site development, clearing and grading, equipment/material purchase, and construction. The initial equipment purchase is for a 20 MVA 115-13.2 kV power transformer. The Sugg Parkway capital projects are estimated at \$5,100,000 to be funded with long-term financing.

On May 17, 2011, the Greenville Utilities Commission Board adopted the Electric Capital Project Budgets and a reimbursement resolution and on June 6, 2011, the City Council adopted the Electric Capital Project Budgets. To complete the recommended financial transactions, GUC requests that the City Council adopt the attached reimbursement resolution.


**Fiscal Note:** No costs to the City.

**Recommendation:** Approve the attached reimbursement resolution.



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 [Reimbursement Resolution ECP 133 and 134](#)

---

**RESOLUTION NO. 11-\_\_\_**

**RESOLUTION DECLARING THE INTENTION OF THE  
CITY COUNCIL OF THE CITY OF GREENVILLE  
TO REIMBURSE THE CITY FROM THE PROCEEDS  
OF ONE OR MORE TAX EXEMPT FINANCINGS FOR  
CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE  
ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS**

WHEREAS, the City of Greenville, North Carolina (the “City”) has paid, beginning, June 9, 2011, which date is no more than 60 days prior to the date hereof, certain expenditures in connection with the acquisition and construction of certain improvements (the “Improvements”) more fully described in Exhibit A attached hereto, consisting of improvements to its electric, gas, sanitary sewer and water systems (collectively, the “System”); and

WHEREAS, the City Council of the City (the “City Council”) has determined that those moneys previously advanced no more than 60 days prior to the date hereof to pay such expenditures in connection with the acquisition and construction of the Improvements (the “Expenditures”) are available only on a temporary period and that it is necessary to reimburse the City for the Expenditures from the proceeds of one or more tax exempt financings (the “Tax-Exempt Financing”);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City Council hereby declares its intent to reimburse the City from the proceeds of the Tax-Exempt Financing for the Expenditures made on and after June 9, 2011, which date is no more than 60 days prior to the date hereof. The City Council reasonably expects on the date hereof that it will reimburse the City for the Expenditures from the proceeds of a like amount of the Tax—Exempt Financing.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Tax-Exempt Financing, (c) a non-recurring item that is not customarily payable from current revenues of the System, or (d) a grant to a party that is not related to or an agent of the City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the City.

Section 3. The principal amount of the Tax-Exempt Financing estimated to be issued to reimburse the City for Expenditures for the Improvements is estimated to be not more than \$5,100,000.

Section 4. The City will make a reimbursement allocation, which is a written

allocation by the City that evidences the City's use of proceeds of the Tax-Exempt Financing to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Improvements are placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this the \_\_ day of \_\_\_\_\_ 2011.

---

Patricia C. Dunn, Mayor

ATTEST:

---

Carol L. Barwick, City Clerk

## **EXHIBIT A**

### **THE IMPROVEMENTS**

The Improvements referenced in the resolution include, but are not limited to, all operating and capital expenditures associated with the improvements for:

- 1) Construction of the Sugg Parkway Electrical Substation.
- 2) Construction of the Sugg Parkway 115 kV transmission line extension of approximately 9,700 feet between US 264 and NC 903 highways.
- 3) Purchase of a 40 MVA two transformer design substation.
- 4) Construction of four (4) 15 kV distribution circuits to serve the electrical load supplied by the Sugg Parkway Substation.
- 5) Engineering design of the electrical substation and transmission line.
- 6) Site development including clearing and grading.



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

---

**Title of Item:** Ordinance adopting an Electric Capital Projects Budget for Greenville Utilities Commission's Frog Level Substation Improvements Project

**Explanation:** The Frog Level Substation expansion is to provide redundancy for increased reliability and to support anticipated load growth in the southwestern portion of Greenville Utilities' service area. This area extends north to Bell Arthur, south to Renston, east to Pitt Community College, and west to Contentnea Creek. The Frog Level Substation currently has a base load capacity of 20 MVA, and the expansion will double this base load capacity to 40 MVA. The expansion will also increase the feeder distribution from five (5) to seven (7) circuits. This project is consistent with Greenville Utilities Commission's five-year capital improvement plan and reflects the obtainment of favorable pricing for the power transformer. Estimated cost of this project is \$1,500,000 to be funded with long-term financing.

At their June 7, 2011 regular meeting, the Board of Commissioners of Greenville Utilities Commission adopted the Frog Level Substation Expansion Electric Capital Projects Budget for \$1,500,000 to be funded with long-term financing and recommended similar action by the City Council.

**Fiscal Note:** No costs to the City.

**Recommendation:** Approve the attached ordinance adopting an Electric Capital Projects Budget for Greenville Utilities Commission's Frog Level Substation Improvements Project.

**Attachments / click to download**

 [Ordinance for ECP Frog Level Substation - \(ECP- 135\)](#)

---

ORDINANCE NO. 11-\_\_\_\_\_

FOR ELECTRIC CAPITAL PROJECTS BUDGET  
FROG LEVEL SUBSTATION IMPROVEMENTS PROJECT

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

Section 1. Revenues. Revenues of the Electric Capital Projects Budget, Frog Level Substation Improvements Project, is hereby established to read as follows:

Revenue

|                     |                    |                           |
|---------------------|--------------------|---------------------------|
| Long Term Financing | <u>\$1,500,000</u> | <u><u>\$1,500,000</u></u> |
|---------------------|--------------------|---------------------------|

Section 2. Expenditures. Expenditures of the Electric Capital Projects Budget, Frog Level Substation Improvements Project, is hereby established to read as follows:

Expenditures

|                            |                    |                           |
|----------------------------|--------------------|---------------------------|
| Project Costs              | <u>\$1,500,000</u> |                           |
| Total Project Expenditures |                    | <u><u>\$1,500,000</u></u> |

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

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

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Patricia C. Dunn, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Ordinance adopting Greenville Utilities Commission's Sewer Capital Project Budget for the Chicod School Sewer Extension Project

**Explanation:** The Greenville Utilities Commission (GUC) Board previously approved Pitt County Schools' request for sewer service to Chicod Elementary School. GUC Board approval included direction for its staff to perform an evaluation to determine if the project scope should be expanded to include GUC cost participation in order to place GUC in a position to provide sewer service in the Hollywood Crossroads area. GUC staff concluded its evaluation of the project scope and determined that it may be appropriate to expand the project scope to conform to GUC's Wastewater System Master Plan. Expansion of the project scope will require GUC cost participation in order to upgrade the proposed intermediate pump station and force main needed to serve Chicod School. The proposed location for the intermediate pump station conforms to GUC's long-range system plans as detailed in the Wastewater System Master Plan. An upgrade of this proposed station and force main would provide the needed facility that would place GUC in a position to provide sanitary sewer service to a 2,000-acre service area around Hollywood Crossroads by future extension of a gravity sewer system to the various properties in the area.

Pitt County Schools will be responsible for the entire cost of a sewer system extension that would be required to serve the Chicod School property. The estimated project costs for such a system is \$2.15M. GUC is responsible for any differential costs associated with the upgrade of the intermediate pump station and force main to facilitate GUC's regional service needs. At their July 19, 2011 regular meeting, the GUC Board of Commissioners adopted the Sewer Capital Project Budget in the amount of \$200,000 and recommended similar action by the City Council.

**Fiscal Note:** No costs to the City.

**Recommendation:** Adopt the attached Sewer Capital Project Budget Ordinance for Greenville Utilities Commission's Chicod School Sewer Extension Project.



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 [Ordinance - SCP 114 Chicod School Sewer Ext. project](#)

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ORDINANCE NO. 11-\_\_\_\_\_

FOR SEWER CAPITAL PROJECT BUDGET  
CHICOD SCHOOL PROJECT

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

Section 1. Revenues. Revenues of Sewer Capital Project Budget, Chicod School Project, is hereby established to read as follows:

Revenue:

|                              |                  |                         |
|------------------------------|------------------|-------------------------|
| Capital Project Fund Balance | <u>\$200,000</u> |                         |
| Total Revenue                |                  | <u><u>\$200,000</u></u> |

Section 2. Expenditures. Expenditures of the Sewer Capital Project Budget, Chicod School Project, is hereby established to read as follows:

Expenditures:

|                    |                  |                         |
|--------------------|------------------|-------------------------|
| Project Cost       | <u>\$200,000</u> |                         |
| Total Expenditures |                  | <u><u>\$200,000</u></u> |

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

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

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Patricia C. Dunn, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Ordinance amending Greenville Utilities Commission's Sewer Capital Projects Budget Ordinance for the Sterling Pointe Regional Pump Station and Pipelines Project

**Explanation:** An offer for funding of the Sterling Pointe Regional Pump Station and Pipelines Project under the Clean Water State Revolving Fund (SRF) Program was accepted by the Greenville Utilities Commission (GUC) Board on June 7, 2011. Construction bids for the project were subsequently received and publicly opened on June 21, 2011. Four bids were received for the pump station and seven for the pipelines portion of the project. The pump station bids ranged from a high of \$7,893,000 to a low bid of \$5,287,000. The pipeline bids ranged from a high of \$3,263,742.54 to the low bid of \$1,848,249.15. Both low bids were submitted by Ralph Hodge Construction Company Inc., of Wilson, NC.

Because the low bid submitted by Ralph Hodge Construction Company Inc. for the pipelines portion of the project was not submitted on the bid form provided to the bidders through an addendum issued prior to bidding, staff consulted with GUC's attorney for recommendations on how to proceed. It was the attorney's opinion that the low bidder's failure to use the proper bid form was a minor variation that could be waived. However, an adjustment in the low bidder's price would have to be made in order to delete an item of work no longer required and not included in the proper bid form. This adjustment resulted in a reduction of \$94,675 to the low bidder's price. Therefore, the final low bid for the pipelines portion of the project submitted by Ralph Hodge Construction Company, Inc. is \$1,753,574.15 after adjustment. The recommended amended budget, in the amount of \$9,900,000, includes (1) \$7,040,574.15 for the construction contract and (2) \$2,859,425.85 for (a) engineering design, (b) permitting, (c) surveying and easement map preparation, (d) pipeline easements and pump station site appraisals and acquisition costs, (e) DENR SRF loan administration fee, (f) construction administration and observation, and (g) construction contingency.

The GUC Board adopted the Sewer Capital Project Budget Amendment at its regular meeting on July 19, 2011.

**Fiscal Note:** No costs to the City.

**Recommendation:** Adopt the attached ordinance amending Ordinance No. 11-001 for the Sewer Capital Project Budget Sterling Pointe Pump Station and Force Main Project.

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 [Ordinance Amendment Sterling Pointe Pump Station and Force Main Project](#)

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ORDINANCE NO. \_\_\_\_\_  
AMENDING ORDINANCE NO. 11-001  
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<br>Budget  | Change             | Proposed<br>Revised |
|---------------------------|--------------------|--------------------|---------------------|
| <b>Revenue:</b>           |                    |                    |                     |
| Debt Financing            | \$1,034,000        | \$0                | \$1,034,000         |
| Capacity Fees             | \$325,000          | (\$325,000)        | \$0                 |
| State Revolving Fund Loan | \$0                | \$8,866,000        | \$8,866,000         |
| <b>Total Revenue</b>      | <b>\$1,359,000</b> | <b>\$8,541,000</b> | <b>\$9,900,000</b>  |
| <br><b>Expenditures:</b>  |                    |                    |                     |
| Project Cost              | \$1,359,000        | \$8,541,000        | \$9,900,000         |
| <b>Total Expenditures</b> | <b>\$1,359,000</b> | <b>\$8,541,000</b> | <b>\$9,900,000</b>  |

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: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Reimbursement resolution for Greenville Utilities Commission's heavy equipment and vehicle purchases through installment loan financing

**Explanation:** The 2011-12 fiscal year budget recently adopted by the Greenville Utilities Commission (GUC) Board and City Council incorporated the utilization of an installment loan financing as a revenue source for the procurement of vehicles and other heavy equipment that are necessary to maintain the service level GUC provides to its customers. Plans are to execute an installment loan financing in the Spring of 2012 after all the vehicles and other heavy equipment have been procured.

A reimbursement resolution is needed to enable GUC to reimburse itself for any costs associated with procuring the vehicles and other heavy equipment prior to the execution of the installment loan financing.

The reimbursement resolution in the amount of \$1,137,200 includes \$1,115,000 for the vehicles and other heavy equipment and \$22,200 for projected expenses associated with the financing. Please refer to Exhibit A attached to the reimbursement resolution for a detailed analysis of the vehicles, heavy equipment, and ancillary costs associated with the installment loan financing.

At the July 19, 2011 meeting, the GUC Board of Commissioners adopted the reimbursement resolution.

**Fiscal Note:** No costs to the City.

**Recommendation:** Adopt attached reimbursement resolution for Greenville Utilities Commission's heavy equipment and vehicle purchases through installment loan financing.

---

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**Attachments / click to download**

 [Reimbursement Resolution for Equipment and Vehicle Purchases](#)

---

**RESOLUTION NO. 11-\_\_**

**RESOLUTION DECLARING THE INTENTION OF THE  
CITY COUNCIL OF THE CITY OF GREENVILLE  
TO REIMBURSE THE CITY FROM THE PROCEEDS  
OF ONE OR MORE TAX EXEMPT FINANCINGS FOR CERTAIN  
EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE  
ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS**

WHEREAS, the City of Greenville, North Carolina (the "City") has paid, beginning July 19, 2011, which date is no more than 60 days prior to the date hereof, certain expenditures in connection with the acquisition and construction of certain improvements (the "Improvements") more fully described in Exhibit A attached hereto, consisting of improvements to its electric, gas, sanitary sewer and water systems (collectively, the "System"); and

WHEREAS, the City Council of the City (the "City Council") has determined that those moneys previously advanced no more than 60 days prior to the date hereof to pay such expenditures in connection with the acquisition and construction of the Improvements (the "Expenditures") are available only on a temporary period and that it is necessary to reimburse the City for the Expenditures from the proceeds of one or more tax exempt financings (the "Tax-Exempt Financing");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City Council hereby declares its intent to reimburse the City from the proceeds of the Tax-Exempt Financing for the Expenditures made on and after July 19, 2011, which date is no more than 60 days prior to the date hereof. The City Council reasonably expects on the date hereof that it will reimburse the City for the Expenditures from the proceeds of a like amount of the Tax-Exempt Financing.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Tax-Exempt Financing, (c) a non-recurring item that is not customarily payable from current revenues of the System, or (d) a grant to a party that is not related to or an agent of the City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the City.

Section 3. The principal amount of the Tax-Exempt Financing estimated to be issued to reimburse the City for Expenditures for the Improvements is estimated to be not more than \$1,137,200.

Section 4. The City will make a reimbursement allocation, which is a written allocation by the City that evidences the City's use of proceeds of the Tax-Exempt Financing to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Improvements are placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that



exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this the 8th day of August, 2011.

---

Patricia C. Dunn, Mayor

ATTEST:

---

Carol L. Barwick, City Clerk

**EXHIBIT A**

**THE IMPROVEMENTS**

The Improvements referenced in the resolution include, but are not limited to, all operating and capital expenditures associated with the purchase of:

|  |                  |
|--|------------------|
| (6) Compact pickups                          | \$123,000        |
| (1) Compact pickup with extended cab         | 22,000           |
| (1) ¾ ton pickup with utility body           | 21,000           |
| (1) One ton crew cab truck                   | 42,000           |
| (1) One ton crew cab 4x4                     | 42,000           |
| (1) 4WD extended cab full size pickup        | 28,000           |
| (1) 60' Bucket truck hybrid                  | 210,000          |
| (1) 60' Tree trimming truck                  | 175,000          |
| (1) Trencher/backhoe                         | 65,000           |
| (1) Utility trailer                          | 5,000            |
| (1) Compact backhoe                          | 40,000           |
| (1) 110 HP tractor for right of way clearing | 75,000           |
| (1) DryMax transformer trailer               | 35,000           |
| (1) Dump Truck                               | 78,500           |
| (1) Crew Cab pickup                          | 56,000           |
| (1) ½ ton extended cab pickup                | 20,000           |
| (1) Extended cab 4x4 pickup                  | 32,500           |
| (1) Mini crawler/loader                      | <u>45,000</u>    |
| Equipment Total                              | \$1,115,000      |
| Estimated closing costs                      | <u>22,200</u>    |
| Total  | <u>1,137,200</u> |



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Report on bids awarded

**Explanation:** The Director of Financial Services reports that the following bids were awarded during the months of May and June, 2011.

| Date Awarded | Description  | Vendor                              | Amount       | M/WBE<br>Yes/No |
|--------------|--|-------------------------------------|--------------|-----------------|
| 5/9/11       | Persimmons Road Improvement Project<br>Bid Tab-Attached.                         | Carolina Earth Movers, Inc.         | \$114,319.20 | Yes             |
| 5/9/11       | One (1) Vacuum Street Sweeper<br><br>Bid Tab-895298 attached.                    | Carolina Industrial Equipment, Inc. | \$218,990    | No              |
| 5/10/11      | One (1) Rubber Tire Loader/Backhoe<br><br>Bid Tab-895296 attached.               | Hills Machinery Company, LLC        | \$78,980     | No              |
| 5/26/11      | One(1) 40 CY Front Loading Refuse Truck<br><br>Bid Tab-896755 attached.          | Piedmont Peterbilt                  | \$215,351    | No              |
| 5/13/11      | Equipment for Recreation and Park Camera Project<br><br>Bid Tab-897000 attached. | Vermillion Ventures, Inc            | \$55,603.63  | Yes             |
|              | Reade Street Bus Transfer Station Enhancement Project                            | Hollins                             |              |                 |

|         |   |                       |             |    |
|---------|---|-----------------------|-------------|----|
| 6/13/11 | Bid Tab-Attached.<br>*Note-Low bid was deemed non-responsive, so contract was awarded to second bidder. | Construction Services | \$59,314.08 | No |
|---------|---|-----------------------|-------------|----|

**Fiscal Note:**

#1-Persimmons Road Improvement Project funding provided by North Carolina Department of Transportation;

#2-Vacuum Street Sweeper; #3-Rubber Tire Loader/Backhoe; and #4-40 CY Front Loading Refuse Truck funding from Vehicle Replacement Fund for 2010-2011;

#5-Equipment for Rec. & Parks Camera Project- \$46,255.28 was appropriated in the General Fund for this project. Additional funds were moved from other areas in the Recreation and Parks Department supplies, materials, and computer hardware budget.

#6-Reade Street Bus Transfer Station Enhancement Project funding was appropriated in the 2010-2011 Public Transportation Capital Assistance Grant Fund for this project.

**Recommendation:**

That the bid award information be reflected in the City Council minutes.

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**Attachments / click to download**

- [Persimmons Rd. Project Bid Tab](#)
- [Reade Street Bus Tranfer Bid Tabulation](#)
- [Bid\\_Tab\\_Vacuum\\_Street\\_Sweeper\\_2011\\_895298](#)
- [Bid\\_Tab\\_Rubber\\_Tire\\_Loader\\_Backhoe\\_2011\\_895296](#)
- [Bid\\_Tabulation\\_Rec\\_and\\_Park\\_Camera\\_Project\\_897000](#)
- [Bid\\_Tabulation\\_40\\_CY\\_Front\\_Loader\\_2011\\_896755](#)

**BID TABULATION SHEET**  
**City of Greenville, North Carolina**  
**Financial Services Department**

Description: Formal Bid# 10-11-56 One (1) 8.5 CY Vacuum Street Sweeper  
 Bid Due Date: April 21, 2011 @ 11:00 A.M.

| Contractor                    | Address  | Base Bid     | Delivery           | Comments |
|-------------------------------|--|--------------|--------------------|----------|
| Carolina Industrial Equipment | 4315 Taggart Creek Road<br>Charlotte, NC         | \$218,990.00 | comply w/ 180 days |          |
| Public Works Equipment Co.    | 3405 Westwood Industrial Dr.<br>Monroe, NC 28110 | No Bid       |                    |          |
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\_\_\_\_\_  
 Angelene E. Brinkley, CLGPO, MPA  
 Purchasing Manager

\_\_\_\_\_  
 Date

**BID TABULATION SHEET**  
**City of Greenville, North Carolina**  
**Financial Services Department**

**Description: Informal Bid# 10-11-54 One (1) Loader/Backhoe Per Specifications**  
**Bid Due Date: April 21, 2011 @ 10:00 A.M.**

| Contractor                     | Address                                   | Base Bid     | Equipment Number     | Delivery               |
|--------------------------------|---|--------------|----------------------|------------------------|
| RW Moore Equipment             | P.O. Box 25068 Raleigh, NC                | \$85,800.00  | 2011-JD310SJ         | comply w/ 180 days     |
| Hills Machinery Co., LLC       | 1014 Adams Way Columbia, SC 29209         | \$78,980.00  | 2011-580SN           | 90 to 120 days ARO     |
| Hines Equipment Co.,           | 1751 S. Wesleyan Blvd. Rocky Mount, NC    | \$81,475.00  | 2011 B95B            | comply w/ 180 days     |
| Gregory Poole Equipment Co.    | 53 Springs Road Washington, NC 27889      | \$96,400.00  | 2011 420E Catepillar | comply w/ 180 days     |
| ASC Construction Equipment Co. | 2002 Worth Greene Street Greenville, NC   | \$100,327.00 | 2011 Volvo BL70      | comply w/ 180 days     |
| Dougherty Equipment Co.        | 9040 Palmetto Commerce Parkway Ladson, SC | \$78,537.76  | 2011 JCB 3CX-14      | comply w/ 180 days ARO |
|                                |   |              |                      |                        |
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Doc.#895296

\_\_\_\_\_ Angelene E. Brinkley, CLGPO, MPA P

Date: \_\_\_\_\_

| Comments                      |
|-------------------------------|
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| *\$3,976.00 was added to bid. |
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Purchasing Manager

**BID TABULATION SHEET**  
**City of Greenville, North Carolina**  
**Financial Services Department**

**Description: Recreation and Park Camera Project**  
**Informal Bid#10-11-71**

| <b>Contractor</b>            | <b>Address</b>                                     | <b>Bid Bond</b> | <b>Addendum #1</b> | <b>Base Bid</b> | <b>Comments</b> |
|------------------------------|--|-----------------|--------------------|-----------------|-----------------|
| Carolina Video Security, Inc | 700-104 Blue Ridge Road<br>Raleigh, NC 27606       | N/A             |                    | \$69,230.00     |                 |
| ProNet Systems, Inc.         | 3200 Glen Royal Road<br>Ste.107 Raleigh, NC, 27617 | N/A             |                    | \$60,496.65     |                 |
| Vermillion Ventures (DEPS)   | 2006 N. Queen St./PO Box<br>1415 Kinston, NC 28501 | N/A             |                    | \$55,603.63     |                 |
|                              |  |                 |                    |                 |                 |
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Doc:897000

\_\_\_\_\_ Angelene E. Brinkley, CLGPO, MPA Purchasing Manager

Date: \_\_\_\_\_



**BID TABULATION SHEET**  
**City of Greenville, North Carolina**  
**Financial Services Department**

**Description: Formal Bid# 10-11-66 One (1) 40 CY Front Loading Refuse Truck**  
**Bid Due Date: May 10, 2011 @ 10:00 am**

| Contractor                            | Address  | Base Bid  | Alternate Bids   | Delivery        | Comments                                     |
|---------------------------------------|--|-----------|------------------|-----------------|--|
| Charlotte Truck Center                | 4633 Equipment Drive<br>Charlotte, NC 28269        | \$216,270 |                  | 180 days        | 2011 ALF Condor w/<br>Hercules-E-Z Pack FEL  |
| Advantage Truck Center                | 3880 Jeff Adams Drive<br>Charlotte, NC 28206       | \$224,813 |                  | 60-90 days      | 2011 Autocar ACX64 w/<br>E Z Pack FEL        |
|                                       |  |           | #2- \$232,735    | 60-90 days      | 2011 Autocar ACX64 w/<br>LaBrie/Whittke FEL  |
|                                       |  |           | #3- \$227,259    | 60-90 days      | 2011 Autocar ACX64 w/<br>Pak Mor FEL         |
|                                       |  |           | #4- \$218,249    | 60-90 days      | 2011 Autocar ACX64 w/<br>Wayne FEL           |
|                                       |  |           | #5- \$220,803.23 | 60-90 days      | 2011 Autocar ACX64 w/<br>New Way Mammoth FEL |
| TranSource Truck & Trailer<br>Centers | 1341 South Wesleyan Blvd.<br>Rocky Mount, NC 27803 | \$203,948 |                  | 180 days        | 2012 MRU613 Mack w/ E-<br>Z Pack FEL         |
|                                       |  |           | #2- \$203,877    | 210-250<br>days | 2012 MRU613 Mack w/<br>Heil Dura Pack FEL    |
| Triple T Parts & Equipment Co.        | 104 Daisy Scott Road<br>Rocky Point, NC 28457      | \$197,785 |                  | 179-265<br>days | 2012 Mack MRU w/<br>Wayne Titan FEL          |
|                                       |  |           | #2-\$200,339.23  | 179-265<br>days | 2012 Mack MRU w/ New<br>Way FEL              |
|                                       |  |           | #3- \$204,349    | 179-265<br>days | 2012 Mack MRU w/ E-Z<br>Pack FEL             |
|                                       |  |           | #4- \$205,795    | 179-265<br>days | 2012 Mack MRU w/ Pak<br>Mor FEL              |
| Piedmont Peterbilt, LLC               |  | \$209,426 |                  | 180 days        | 2012 320 w/ E-Z Pack<br>FEL                  |
|                                       |  |           |                  |                 |  |

Item # 1

Doc#896755

Angelene E. Brinkley, CLGPO, MPA Purchasing Manager  
 Date: \_\_\_\_\_

File on P# 7439

PERSIMMONS ROAD IMPROVEMENT PROJECT BID TABULATION

| Item No. | Unit | Estimated Quantity | Carolina Earth Movers |                 | Hine Sitework |                 | Holins Construction Services |                 |
|----------|------|--------------------|-----------------------|-----------------|---------------|-----------------|------------------------------|-----------------|
|          |      |                    | Unit Price            | Total Bid Price | Unit Price    | Total Bid Price | Unit Price                   | Total Bid Price |
| 1        | LS   | 1                  | \$ 3,300.00           | \$ 3,300.00     | \$ 2,115.00   | \$ 2,115.00     | \$ 10,000.00                 | \$ 10,000.00    |
| 2        | SY   | 350                | \$ 7.50               | \$ 2,625.00     | \$ 5.00       | \$ 1,750.00     | \$ 18.00                     | \$ 6,300.00     |
| 3        | LS   | 1                  | \$ 6,500.00           | \$ 6,500.00     | \$ 21,711.00  | \$ 21,711.00    | \$ 17,000.00                 | \$ 17,000.00    |
| 4        | SY   | 150                | \$ 56.85              | \$ 8,527.50     | \$ 65.00      | \$ 9,750.00     | \$ 60.00                     | \$ 9,000.00     |
| 5        | LF   | 330                | \$ 7.50               | \$ 2,475.00     | \$ 5.00       | \$ 1,650.00     | \$ 18.00                     | \$ 5,940.00     |
| 6        | LS   | 1                  | \$ 1,500.00           | \$ 1,500.00     | \$ 4,500.00   | \$ 4,500.00     | \$ 7,000.00                  | \$ 7,000.00     |
| 7        | LF   | 106                | \$ 9.00               | \$ 954.00       | \$ 13.29      | \$ 1,408.74     | \$ 15.00                     | \$ 1,590.00     |
| 8        | LF   | 875                | \$ 15.00              | \$ 13,125.00    | \$ 17.00      | \$ 14,875.00    | \$ 22.00                     | \$ 19,250.00    |
| 9        | LF   | 100                | \$ 18.50              | \$ 1,850.00     | \$ 17.00      | \$ 1,700.00     | \$ 22.00                     | \$ 2,200.00     |
| 10       | LF   | 500                | \$ 18.50              | \$ 9,250.00     | \$ 40.95      | \$ 20,475.00    | \$ 30.00                     | \$ 15,000.00    |
| 11       | LF   | 106                | \$ 21.50              | \$ 2,279.00     | \$ 34.00      | \$ 3,604.00     | \$ 33.00                     | \$ 3,498.00     |
| 12       | TN   | 150                | \$ 127.00             | \$ 19,050.00    | \$ 175.00     | \$ 26,250.00    | \$ 170.00                    | \$ 25,500.00    |
| 13       | TN   | 160                | \$ 127.00             | \$ 20,320.00    | \$ 150.00     | \$ 24,000.00    | \$ 185.00                    | \$ 29,600.00    |
| 14       | EA   | 1                  | \$ 250.00             | \$ 250.00       | \$ 690.00     | \$ 690.00       | \$ 1,000.00                  | \$ 1,000.00     |
| 15       | EA   | 5                  | \$ 250.00             | \$ 1,250.00     | \$ 500.00     | \$ 2,500.00     | \$ 700.00                    | \$ 3,500.00     |
| 16       | EA   | 3                  | \$ 280.00             | \$ 840.00       | \$ 250.00     | \$ 750.00       | \$ 400.00                    | \$ 1,200.00     |
| 17       | AC   | 0.35               | \$ 3,750.00           | \$ 1,312.50     | \$ 4,000.00   | \$ 1,400.00     | \$ 3,000.00                  | \$ 1,050.00     |
| 18       | LS   | 1                  | \$ 4,000.00           | \$ 4,000.00     | \$ 4,000.00   | \$ 4,000.00     | \$ 4,000.00                  | \$ 4,000.00     |
|          |      |                    |                       | \$ 99,408.00    |               | \$ 143,128.74   |                              | \$ 162,628.00   |

  
 C.E.T.  
 4/5/11

READE STREET BUS TRANSFER STATION PROJECT BID  
TABULATION

| Item No. | Description                               | Unit | Estimated Quantity | Carolina Earth Movers |                 | Hollins Construction Services |                 |
|----------|---|------|--------------------|-----------------------|-----------------|-------------------------------|-----------------|
|          |   |      |                    | Unit Price            | Total Bid Price | Unit Price                    | Total Bid Price |
| 1        | Mobilization (3% of total contract)       | LS   | 1                  | \$ 1,496.00           | \$ 1,496.00     | \$ 1,400.00                   | \$ 1,400.00     |
| 2        | Remove Existing Asphalt                   | SY   | 295                | \$ 10.90              | \$ 3,215.50     | \$ 12.00                      | \$ 3,540.00     |
| 3        | Site Prep/Excavation/Grading              | LS   | 1                  | \$ 4,000.00           | \$ 4,000.00     | \$ 9,000.00                   | \$ 9,000.00     |
| 4        | 8" CABC Stone                             | SY   | 295                | \$ 20.00              | \$ 5,900.00     | \$ 15.00                      | \$ 4,425.00     |
| 5        | 8" Concrete (4000 PSI, Black Dye, Fibers) | CY   | 70                 | \$ 452.92             | \$ 31,704.40    | \$ 355.00                     | \$ 24,850.00    |
| 6        | 3' - #5 Epoxy Coated Rebar                | EA   | 132                | \$ 7.25               | \$ 957.00       | \$ 17.00                      | \$ 2,244.00     |
| 7        | 4" Concrete Bus Shelter Foundations       | CY   | 2                  | \$ 312.50             | \$ 625.00       | \$ 1,000.00                   | \$ 2,000.00     |
| 8        | Testing                                   | LS   | 1                  | \$ 3,500.00           | \$ 3,500.00     | \$ 3,500.00                   | \$ 3,500.00     |
|          |   |      |                    |                       |                 |                               |                 |
|          |   |      |                    |                       | \$ 51,397.90    |                               | \$ 50,959.00    |

| ALT 1 | Description                | LF | 250 | \$ 5.80 | \$ 1,450.00 | \$           | 8.00 | \$ 2,000.00  |
|-------|----------------------------|----|-----|---------|-------------|--------------|------|--------------|
|       | 4" Yellow Pavement Marking |    |     |         |             |              |      |              |
|       |                            |    |     |         |             | \$ 52,847.90 |      | \$ 52,959.00 |

Note - Per Chris Kelley - Carolina Earth Movers bid was deemed non-responsive because they did not sign the bid form. O&B



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

- Title of Item:** Presentations by boards and commissions
- a. Special Task Force on Public Safety
  - b. Police Community Relations Committee
  - c. Neighborhood Advisory Board

**Explanation:** The Special Task Force on Public Safety submitted its Final Report to the City Council on June 28, 2011. The Co-Chairs of the Task Force will give a brief overview of the Report and respond to questions by the City Council.

The Police Community Relations Committee and the Neighborhood Advisory Board are scheduled to make their annual presentations to City Council at the August 8, 2011 meeting.

**Fiscal Note:** No direct cost.

**Recommendation:** Receive presentations from the Special Task Force on Public Safety, Police Community Relations Committee, and Neighborhood Advisory Board.

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

Attachments / [click to download](#)

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# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Report on alternatives for zoning ordinance modifications related to standards for public or private clubs

**Explanation:** At the June 9, 2011, City Council meeting, the topic of public and private clubs was discussed. More specifically, the City Council discussed the standards applicable to said uses, including various spacing requirements. One of the results of this meeting was City Council directed the City Attorney to work with the Community Development Department staff to develop options for City Council to review alternatives to the current club spacing requirements.

The attached report includes the alternatives developed by staff for City Council's review and consideration (Section VII, page 16). The report also identifies the location of existing public or private clubs (Section II, page 2); summarizes the existing standards applicable to public or private clubs (Section III, page 5); identifies where public or private clubs can be located based on the current standards (Section IV, page 9); provides background information related to how the standards for public or private clubs have been modified, particularly since 1977 (Section V, page 11); and provides a survey of the spacing requirements applicable to public or private clubs in 18 other North Carolina municipalities (Section VI, page 14).

**Fiscal Note:** No direct cost.

**Recommendation:** Receive the requested staff report on alternatives to modify public or private club standards.

**Attachments / click to download**

 [Report on Public or Private Club Standards 902095](#)

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## **Report on Alternatives for Zoning Ordinance Modifications Related to Standards for Public or Private Clubs**

### Contents:

- Section I. City Council Directive – Page 2
- Section II. Identification of Existing Public or Private Clubs – Page 2
- Section III. Summary of Existing Standards – Page 5
- Section IV. Acceptable Locations for a Public or Private Club with a Special Use Permit Based on Existing Standards– Page 9
- Section V. History and Background Information – Page 11
- Section VI. Survey of Public or Private Club Spacing Requirements for 18 other North Carolina Municipalities– Page 14
- Section VII. Alternatives for Zoning Ordinance Modifications– Page 16

**Report Developed by the City of Greenville  
City Attorney's Office and  
Community Development Department - Planning Division  
July 20, 2011**

## **SECTION I – City Council Directive**

At the June 9, 2011, Greenville City Council meeting the topic of Public or Private Clubs was discussed. More specifically, the City Council discussed the standards applicable to said uses including various spacing requirements. This topic was placed on the meeting agenda as a result of Mr. Keith Frizzell's desire to open a club at 1809 Dickinson Avenue, a location that does not meet the City's current spacing standards because of its proximity to existing single family dwellings and a single family zoning district.

The result of this discussion included (1) City Council advising Mr. Frizzell to follow the standard process for requesting a Zoning Ordinance Text Amendment, which includes filing an application with the Community Development Department; and (2) City Council directing the City Attorney to work with the Community Development Department to develop options for City Council to review related to alternative modifications to the current club spacing requirements that would allow new facilities, such as the one proposed by Mr. Frizzell, to be legally developed and operated. The purpose of this report is to provide the alternatives requested, thus meeting City Council's directive.

## **SECTION II – Identification of Existing Public or Private Clubs**

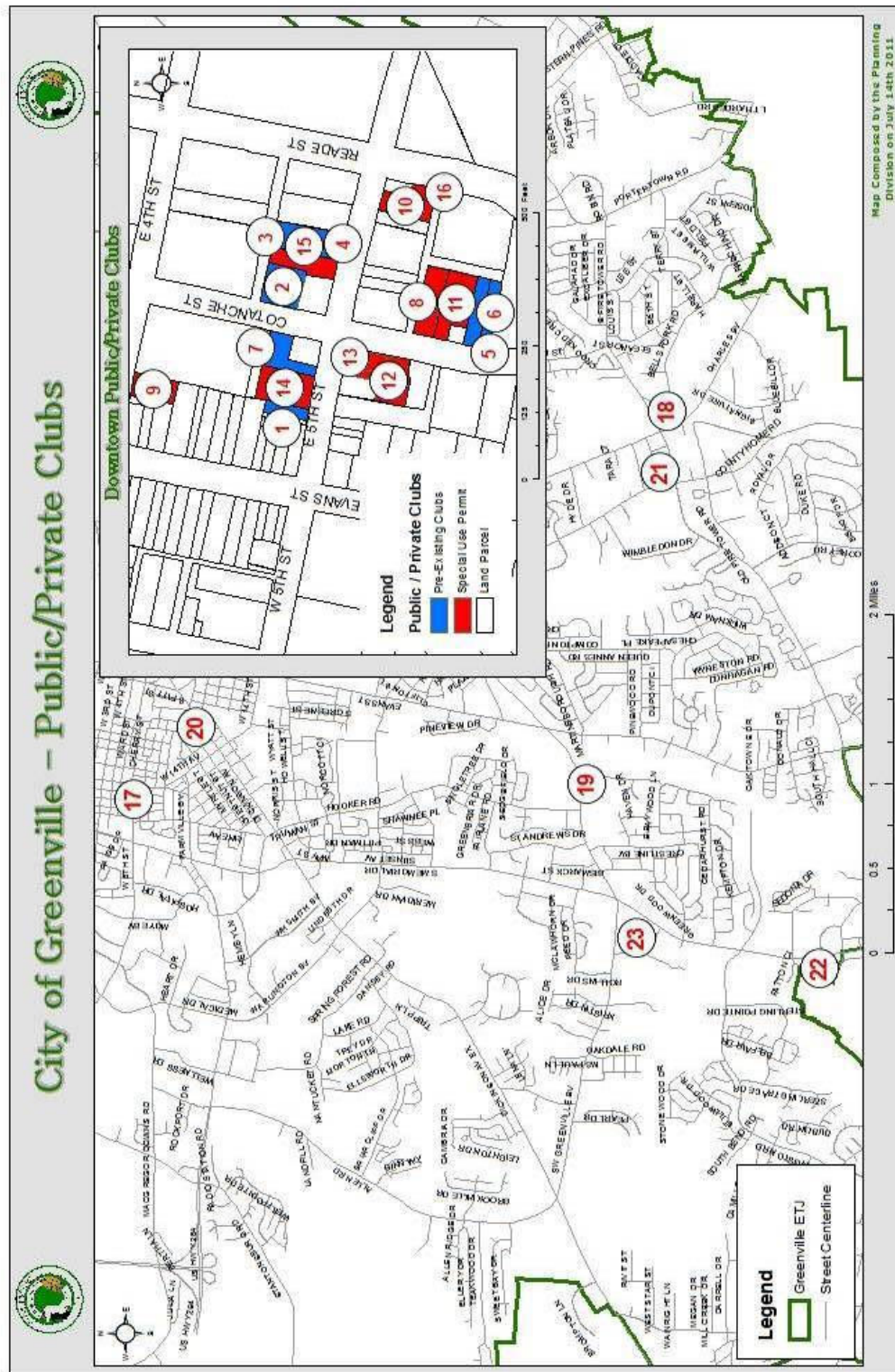
Establishments classified as Special Use Permit Dependent have been issued a special use permit by the Greenville Board of Adjustment. All establishments included under this category are reviewed annually for compliance with permit requirements.

Establishments classified as Pre-existing/Non-Conforming were in operation prior to any special use permit requirement. Such legal uses may continue to operate provided the public/private club use is not discontinued for more than 180 continuous days. The right to continue the public/private club runs with the land and a change in ownership does not affect the legal non-conforming status. If such establishment is discontinued for more than 180 continuous days, a special use permit is required prior to resuming the use. Any expansion or enlargement of such use, including additional parking area, is subject to special use permit approval.



| <b>ID</b> | <b>Name</b>                       | <b>Location</b>             | <b>Type</b>                   |
|-----------|-----------------------------------|-----------------------------|-------------------------------|
| 1         | Levels                            | 109 E. 5 <sup>th</sup> St.  | Pre-existing / Non-conforming |
| 2         | Rumors                            | 417 Cotanche St.            | Pre-existing / Non-conforming |
| 3         | The Phoenix                       | 209 E. 5 <sup>th</sup> St.  | Pre-existing / Non-conforming |
| 4         | Paradise                          | 209 E. 5 <sup>th</sup> St.  | Pre-existing / Non-conforming |
| 5         | Five 19                           | 519 S. Cotanche St.         | Pre-existing / Non-conforming |
| 6         | Mac's Billiards                   | 517 S. Cotanche St.         | Pre-existing / Non-conforming |
| 7         | The Tank                          | 420 Cotanche St.            | Pre-existing / Non-conforming |
| 8         | Still Life                        | 511 S. Cotanche St.         | Special Use Permit Dependent  |
| 9         | Tavern on 4 <sup>th</sup>         | 110 E. 4 <sup>th</sup> St.  | Special Use Permit Dependent  |
| 10        | Rehab Lounge                      | 218 E. 5 <sup>th</sup> St.  | Special Use Permit Dependent  |
| 11        | Pantana Bob's                     | 513 S. Cotanche St.         | Special Use Permit Dependent  |
| 12        | 5 <sup>th</sup> Street Distillery | 120 E. 5 <sup>th</sup> St.  | Special Use Permit Dependent  |
| 13        | 5 <sup>th</sup> Street Annex      | 122 E. 5 <sup>th</sup> St.  | Special Use Permit Dependent  |
| 14        | Pirates Den                       | 113 E. 5 <sup>th</sup> St.  | Special Use Permit Dependent  |
| 15        | The Other Place                   | 207 E. 5 <sup>th</sup> St.  | Special Use Permit Dependent  |
| 16        | The Boiler Room                   | 220 E. 5 <sup>th</sup> St.  | Special Use Permit Dependent  |
| 17        | Club Fusion                       | 1311 W. 5 <sup>th</sup> St. | Pre-existing / Non-conforming |
| 18        | Live                              | 2120 E. Firetower Rd.       | Special Use Permit Dependent  |
| 19        | City Hotel & Bistro               | 203 SW Greenville Blvd.     | Special Use Permit Dependent  |
| 20        | Great American Mining Co.         | 1008 Dickinson Ave.         | Pre-existing / Non-conforming |
| 21        | Tie Breakers                      | 1920-B Symthewyck Dr.       | Special Use Permit Dependent  |
| 22        | Player's Choice Billiard's        | 4052 S. Memorial Dr.        | Special Use Permit Dependent  |
| 23        | Pastimes Billiards and Pub        | 3400 S. Memorial Dr.        | Pre-existing / Non-conforming |

Map 1: Location of Existing Public or Private Clubs



ID# corresponds to table on page 3.

### **SECTION III – Summary of Existing Standards**

#### **Section 9-4-78: Table of Uses**

Public or private clubs are subject to special use permit approval of the Board of Adjustment in the following zoning districts:

- CD (Downtown Commercial)
- CDF (Downtown Commercial Fringe)
- CG (General Commercial)
- CH (Heavy Commercial)

**Note:** Public/private clubs are not a by-right (permitted) use in any district.

#### **Section 9-4-22. Definitions.**

*“Public or private club.*

- (1) An establishment of which the principal use is entertainment and which meets all of the following:
  - (a) May be open to the general public;
  - (b) May require a membership, cover, or minimum charge for admittance or service during regular or special periods of operation;
  - (c) May provide live or recorded amplified music;
  - (d) May provide a floor show;
  - (e) May provide a dance area;
  - (f) May offer a full service bar;
  - (g) May offer food services;
  - (h) May provide food attendant (waiter/waitress) table ordering and busboy services; and
  - (i) Does not qualify under the definition of restaurant, fast food; restaurant, conventional; or dining and entertainment establishment as contained in this section.
  
- (2) Any proposed or established “dining and entertainment establishment” that does not comply with the definition, standards, or requirements applicable to “dining and entertainment establishments” as contained herein shall be classified as a “public or private club” for purposes of zoning regulation.

**Section 9-4-86(f). Specific Criteria:**

Note: The following requirements are applicable to all public/private clubs that are special use permit dependent. The requirements are in addition to reasonable conditions of approval required by the Board of Adjustment in the individual case.

*(F) Public or private club.*

- (1) (a) A special use permit for a public or private club is subject to revocation in accordance with the provisions of this subsection (F)(1). Nothing herein shall prohibit or restrict the authority of the Board of Adjustment to rescind or revoke a special use permit for a public or private club in accordance with the provisions of section 9-4-83.
- (b) An annual review shall be conducted by the Director of Community Development or his or her authorized representative of a public or private club which has received a special use permit for the purpose of determining and ensuring compliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. The findings of the Director of Community Development or his authorized representative as a result of this annual review shall be compiled in a written staff report.
- (c) At a meeting of the Board of Adjustment, the Director of Community Development or his or her authorized representative shall present to the Board of Adjustment the staff report of a public or private club for which the annual review includes a finding of one or more instances of non-compliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. The special use permit holder as specified under subsection (F)(4) below shall be provided notice of the meeting and a copy of the staff report.
- (d) Based on the staff report, the Board of Adjustment, by a majority vote, may either determine that a rehearing is not required for the special use permit or order a rehearing on the special use permit.
  1. An order for a rehearing shall be based upon a determination by the Board of Adjustment that either:
    - a. The use of the property is inconsistent with the approved application;

- b. The use is not in full compliance with all specific requirements set out in this chapter;
  - c. The use is not compliant with the specific criteria established for the issuance of a special use permit including conditions and specifications, health and safety, detriment to public welfare, existing uses detrimental, injury to properties or improvements, and nuisance or hazard; or
  - d. The use is not compliant with any additional conditions of approval established by the board and set out in the order granting the permit.
2. The rehearing shall be in the nature of, and in accordance with the requirements for a hearing upon a special use permit application. After the rehearing and in accordance with the provisions of section 9-4-81, the Board of Adjustment may grant a special use permit with conditions imposed pursuant to this subsection (F) and section 9-4-82 or deny the special use permit. The grant or denial of the special use permit by the Board of Adjustment after the rehearing shall constitute a revocation of the previously granted special use permit for a public or private club.
- (e) The requirements and standards set forth in this subsection (F)(1) are in addition to other available remedies and nothing herein shall prohibit the enforcement of applicable codes, ordinances and regulations as provided by law.
- (2) The owner(s) and operator(s) of a public or private club shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a public or private club shall comply with the provisions of Title 11, Chapter 9 of the City Code whether or not the establishment is a nightclub, bar or tavern.
- (3) In addition to subsection (F)(2) above, the Board of Adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.
- (4) The special use permit shall be issued to the property owner as listed on the tax records of the county. When the ownership of any property, which has a special use permit for a public or private club, is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the Director of Community Development an acknowledgement of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the

- permit. The acknowledgement shall be made on forms provided by the planning office.
- (5) Any public or private club that has been issued a special use permit by the Board of Adjustment, that is subject to mandatory annual renewal, shall continue under the terms and conditions of the issued special use permit, until the expiration of said permit. All subsequent special use permit approvals for said location shall be subject to the specific criteria set forth under this subsection (F).
  - (6) No public or private club located in any district shall be located within a 500-foot radius of an existing or approved public or private club as measured from the nearest lot line in accordance with the following. When a public or private club is located or to be located on a lot exclusive to itself, the measurement shall be from the perimeter lot line of the exclusive lot. When a public or private club is located or to be located in a separate structure exclusive to itself on a lot containing multiple uses, the measurement shall be from the perimeter lot line of the lot containing multiple uses. When a public or private club is located or to be located in a common structure with other uses such as a shopping center on a common lot, the measurement shall be from the perimeter lot line of the common lot.
  - (7) At the time of special use permit approval, a public or private club shall not be located within a 500-foot radius, including street rights-of-way, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the public or private club to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term “single-family residential zoning district” shall include any RA20; R15S; R9S; R6S; and MRS district.

### **Horizon’s – Greenville’s Community Plan:**

Vision Area H, Management Actions, Subsection 9 of the Comprehensive Plan provides the basis for prohibiting (additional) public and/or private clubs within an area bound by First, Washington, Dickinson, Reade and Cotanche Streets.(i.e. sub-districts overlay).

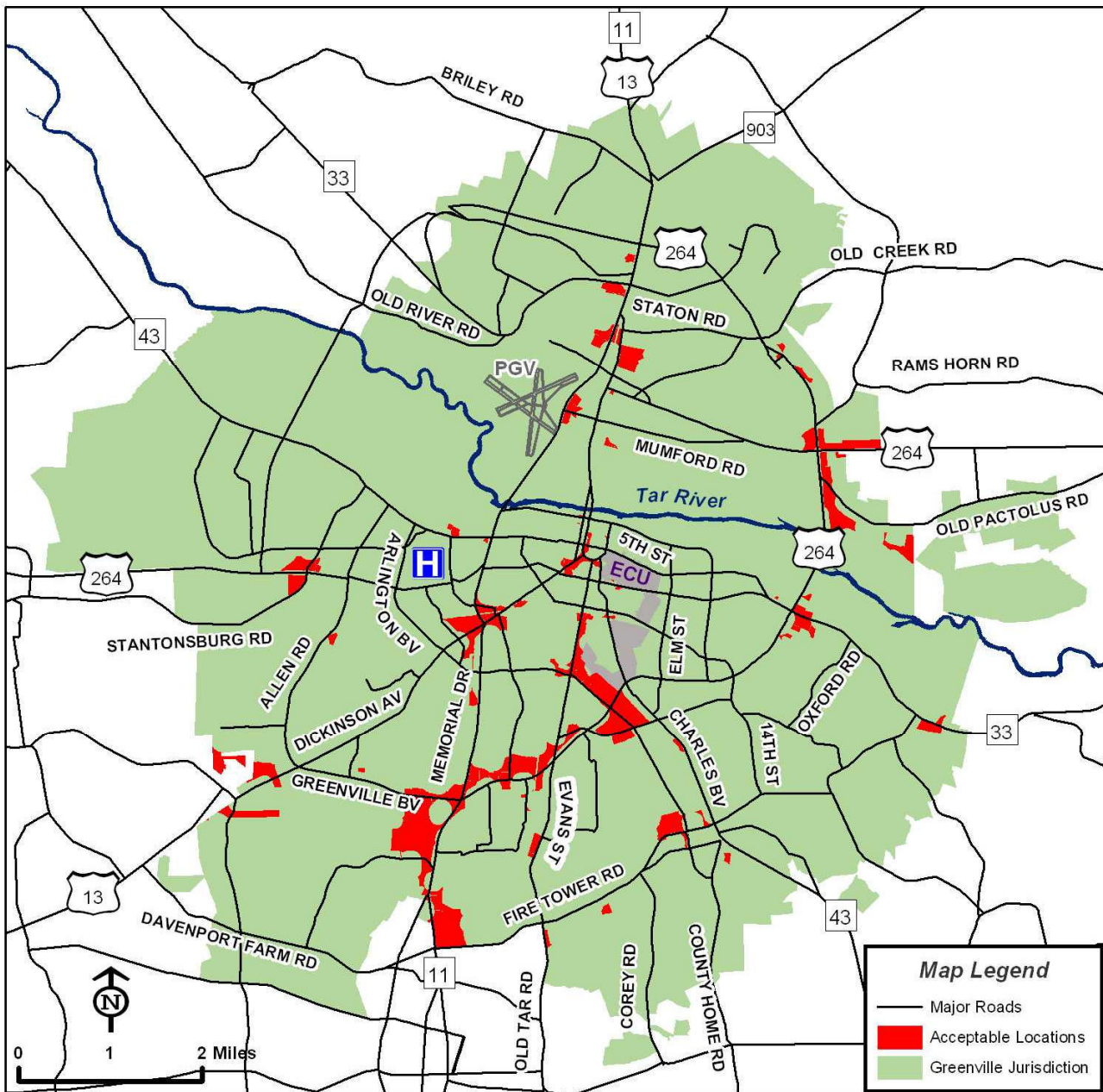
#### **SECTION IV. Acceptable Locations for a Public or Private Club with a Special Use Permit Based on Existing Standards**

Based on the current standards outlined above, Planning Division Staff has identified the areas within the City's jurisdiction in which a public or private club could be developed with a Special Use Permit. These areas include:

- Approximately **1,207 acres of property** (1.88 square miles);
- **346 addressed locations** (includes individual buildings and buildings with multiple addresses); and
- **187 vacant parcels.**

Much of this property is located along the city's primary thoroughfares (see Map 2) including, but not limited to, Greenville Boulevard, Memorial Drive, Dickinson Avenue, Arlington Boulevard, Red Banks Road, Fire Tower Road, and Evans Street; and within nodes where these primary thoroughfares intersect one another and other collector streets. It should be recognized that these areas have a combination of stand-alone commercial structures and shopping centers, with some being occupied and some vacant, as well as undeveloped property. It should be further recognized that some of these areas include small portions of lots that may not be conducive to the development of a club facility.

Map 2: Acceptable Locations for a Public or Private Club with a Special Use Permit  
Based on Current Standards



**Note:** Map and information provided in this Section of Report is based on June, 2011 data.



**SECTION V – History and Background Information**

Prior to 1977 public/private clubs were regulated as a special use under either “dine or dance establishments” or as “other activity” determined by the Board of Adjustment to be compatible with other district uses. The “other activities” category was deleted in 1991.

See Description (below) for ordinance/amendment explanation.

| <b>Year</b> | <b>Applicant</b> | <b><u>Description</u></b>  | <b>Ord. #<br/>And<br/>Other</b> |
|-------------|------------------|--|---------------------------------|
| 1977        | unknown          | Amendment Sec. 32-3 Re: Defining "Nightclub, beer hall, coffeehouse, cocktail lounge, private club and other similar activities"   | 676                             |
| 1977        | unknown          | Ordinance deleting "Dine & Dance Establishments" as special uses in Downtown Commercial and Downtown Commercial Fringe zoning districts  | 677                             |
| 1977        | unknown          | Amendment Sec. 32-56 Re: Adding as a special use "Nightclub, beer hall, coffeehouse, cocktail lounge, private club and other similar activities in the CDF district"                       | 678                             |
| 1977        | unknown          | Amendment Sec. 32-79.1, Requiring special use permit to be granted by City Council for all "Nightclub, beer hall, coffeehouse, cocktail lounge, private club and other similar activities" | 679                             |
| 1977        | unknown          | Amendment to Chapter 32, Article VII by adding "Nightclub, beer hall, coffeehouse, cocktail lounge, private club and other similar activities" to Sec. 32-106 - parking requirements       | 680                             |
| 1980        | unknown          | Ordinance requiring owners of nightclubs, bars, and taverns to provide or pay for litter control in their parking lots and surrounding areas   | 1033                            |
|             |                  |  |                                 |

| <b>Year</b> | <b>Applicant</b>   | <b><u>Description</u></b>  | <b>Ord. #<br/>And<br/>Other</b>    |
|-------------|--|--|------------------------------------|
| 1983        | unknown  | Ordinance authorizing the Board of Adjustment to issue special use permits for nightclubs, and to include an annual renewal requirement and 500 foot spacing requirement between nightclubs  | 1253                               |
| 1992        | Board of Adjustment  | Amend the zoning ordinance to allow automatic annual renewal of public/private club special use permits  | Denied                             |
| 1992        | City Manager, City Attorney, and Planning  | Amend the zoning ordinance to remove the 500 foot spacing (separation) requirement between public/private clubs  | 2511                               |
| 1993        | CDD Planning   | Amend the table of uses by deleting "Public or private club" as a special use within the RA-20 district  | 2564                               |
| 1996        | CDD Planning   | Amend the Parking Regulations to delete "Public or Private Club" from the "Civic or Fraternal Organization" category listing   | 96-75                              |
| 1998        | CDD Planning   | Amend the <u>Comprehensive Plan</u> (Horizons), Vision Area H further described as the downtown Greenville central focus area, management actions to include a new subsection 9 prohibiting (additional) public and/or private clubs within an area bound by First, Washington, Dickinson, Reade and Cotanche Streets.(i.e. sub-districts overlay) | 98-50<br>4/20/98                   |
| 2000        | CDD Planning (per recommendation of the Board of Adjustment)                     | Amend the public/private club special use permit criteria to require that a designated area within proximity of the business be policed for trash each night after closing.  | 00-66<br>5/11/00                   |
| 2003        | Public/Private Club Study Committee – Deputy City Manager Bill Richardson, Chair | Amend the special use permit criteria for public and private clubs (all districts) and pool halls (CD only).   | Held by Study Committee<br>- 10/03 |

| <b>Year</b> | <b>Applicant</b>   | <b><u>Description</u></b>  | <b>Ord. #<br/>And<br/>Other</b> |
|-------------|--|--|---------------------------------|
| 2005        | City Council   | Amend the standards and criteria for public or private club special use permits, including annual review report and rehearing procedures and requirements.   | 05-90<br>8/11/05                |
| 2006        | Michael Glenn<br>(Jefferson Blount<br>Harvey Building) &<br>CDD Planning | Amend the CD district to allow public and private clubs in the downtown overlay as a special use subject to compliance with performance standards including building design standards and to amend Horizons to delete the downtown sub-districts overlay | Withdrawn                       |
| 2009        | City Council   | Ordinance requiring public or private clubs to conduct criminal background checks on bouncers to ensure that they meet minimum specified requirements and to require a minimum level of training for all bouncers.                                       | 09-98<br>12/10/09               |
| 2010        | City Council   | Amend the standards and criteria for public or private clubs to include a 500-foot separation from existing or approved public or private clubs  | 10-11<br>2/11/10                |
| 2010        | CDD<br>(at the direction of<br>City Council)                             | Amend the standards and criteria for public or private clubs to include a 500-foot separation from any conforming single family dwelling and any single family residential zoning district.  | 10-68<br>8/12/10                |

## **SECTION VI – Survey of Public or Private Club Spacing Requirements for 18 other North Carolina Municipalities**

City staff surveyed 18 other North Carolina municipalities to determine whether they have any separation standards associated with Public or Private Clubs (the term Public or Private Clubs includes the term Nightclub in other municipalities). Below are the results of this survey:

### **Cary**

- Nightclub outdoor activity areas cannot be located within 100 feet of any residential zoning district.

### **Elizabeth City**

- Nightclubs cannot be located within 500 feet (except in the Central Business District) of any other nightclub or residential zoning district.

### **Fayetteville**

- Nightclubs cannot be located within 500 feet of a school, daycare and/or church.

### **Garner**

- Nightclubs cannot be located within 500 feet of a dwelling or residential zoning district.

### **Goldsboro**

- Nightclubs (except in the Central Business District) cannot be located within 200 feet of any residentially zoned or developed property, church or school. Where the proposed establishment is separated from residentially zoned or developed property by a four-lane highway, the two-hundred-foot separation shall only apply to the properties along the sides and rear of the establishment.
- No nightclub shall be located within 150 feet of any other such establishment.

### **Greensboro**

- Nightclubs cannot be located within 200 feet of public parks, residential zoning districts, churches, day cares, institutional uses and elementary and secondary schools. On sites greater than 5,000 sq. ft., the distance is measured from the building. On site less than 5,000 sq. ft., distance is measured from property lines.

**Kinston**

- Nightclubs cannot be located within 300 feet of any other nightclub.

**Morganton**

- Nightclubs cannot be located within 200 feet of a church, elementary or secondary school, public park, or residentially zoned property.

**Mount Airy**

- Nightclubs cannot be located within 50 feet of any residential zoning district.

**Washington**

- Nightclubs cannot be located within 500 feet of any other nightclub.

**Wilson**

- Nightclubs cannot be located within 500 feet of a dwelling, church or public park.

**Cities surveyed that do not have any spacing requirements (7 total):**

**Chapel Hill**

**Jacksonville**

**Laurinburg**

**Rocky Mount**

**Siler City**

**Wilmington**

**Havelock**

New standards that are scheduled to be considered on July 25, 2011: Nightclubs cannot be located within 50 feet of a residential use or residentially-zoned lot.

## **SECTION VII – Alternatives for Zoning Ordinance Modifications**

The alternatives provided below are general in nature and are intended to provide City Council with a range of policy options available in modifying the current standards for public or private clubs. Specific details associated with the preferred alternative will be developed upon direction from City Council.

### **Alternative 1**

Modify the existing separation requirements for public or private clubs. This alternative could involve reductions in any of the following separation standards:

- Public or private club to public or private club (currently 500-feet);
- Public or private club to conforming single family dwelling (currently 500-feet);
- Public or private club to single family zoning district (currently 500-feet).

The application and impact of this alternative would be throughout the City's jurisdiction or in specified zoning classifications; not confined to one particular area.

### **Alternative 2**

Modify the existing separation requirements for public or private clubs so that the separation requirements remain in place, but could be reduced to a set distance (upon application and receipt of a special use permit) provided that additional standards are met which are designed to reduce the adverse impacts on surrounding properties. This alternative could involve reductions in any of the following separation standards:

- Public or private club to public or private club (currently 500-feet);
- Public or private club to conforming single family dwelling (currently 500-feet);
- Public or private club to single family zoning district (currently 500-feet).

Additional standards which would allow the reduction of the separation requirements could include:

- A security standard requiring the employment of a specified number of off-duty law enforcement officers or licensed security guards who are visible outside the establishment during specified periods of time;
- A prohibition on sound being audible at a specified distance from the establishment;

- The development of a traffic plan that addresses traffic flow and routing for patrons leaving the establishment at specified times;
- A security monitoring plan for surrounding parking areas; and
- More frequent review by the Board of Adjustment.

The application and impact of this alternative would be throughout the City's jurisdiction or in specified zoning classifications; not confined to one particular area.

### **Alternative 3**

Create an Overlay District along a specified portion of the Dickinson Avenue corridor that has different standards for public and private clubs than are applicable in the rest of the City's jurisdiction. There must be a rational basis for the area covered by the Overlay District (i.e. it must be a reasonable size, have logical boundaries, etc...). An example of an Overlay District that has already been created in the city is the Urban Core Overlay District which has modified setback standards and was used to facilitate the development of The Province on Charles Boulevard.

This alternative could involve reductions in any of the following separation standards:

- Public or private club to public or private club (currently 500-feet);
- Public or private club to conforming single family dwelling (currently 500-feet);
- Public or private club to single family zoning district (currently 500-feet).

The different standards which would apply in the Overlay District could include:

- A security standard requiring the employment of a specified number of off-duty law enforcement officers or licensed security guards who are visible outside the establishment during specified periods of time;
- A prohibition on sound being audible at a specified distance from the establishment;
- The development of a traffic plan that addresses traffic flow and routing for patrons leaving the establishment at specified times;
- A security monitoring plan for surrounding parking areas; and
- More frequent review by the Board of Adjustment.

The application and impact of this alternative would be confined or limited to the area covered by the Overlay District.

**Alternative 4**

Leave the existing standards for public and private clubs in their current form.





# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Brownlea Drive Extension

**Explanation:** City Council asked for a history of the proposed Brownlea Drive Extension. There are two Brownlea Drive projects in the current Capital Improvements Program (CIP) FY 2011-2015. The first is Project No. 7 Brownlea Drive Extension, Phase II, and the second is Project No. 39 Brownlea Drive Extension, Phase III. The following is the history of the Brownlea Drive extension regarding the proposed projects.

## **Description and History of Overall Plan and Individual Projects:**

Since 1963, Brownlea Drive has been included in the City's Thoroughfare Plan as a minor thoroughfare. Brownlea Drive as planned would provide a much-needed "inter-city loop" between the 1<sup>st</sup> and Pitt Streets area to the east and then southward through 5<sup>th</sup>, 10<sup>th</sup>, and 14<sup>th</sup> Streets to Greenville Boulevard (see Exhibit A, Brownlea Drive Overall Minor Thoroughfare). The primary purpose of the project is to accommodate City growth and provide improved access for the City's residents (see Exhibit B, Brownlea Drive, Phase II & III). The following describes the two projects programmed in the CIP that complete the loop.

### **Brownlea Drive Extension, Phase II:**

This project constructs approximately 1,350 linear feet of two-lane roadway that will extend Brownlea Drive from 14<sup>th</sup> Street to its current terminus 1,970 feet south of 10<sup>th</sup> Street. The proposed project will be constructed within dedicated and proposed right-of-way and will complete Brownlea Drive between 10<sup>th</sup> Street and 14<sup>th</sup> Street.

Construction of this phase of Brownlea Drive is estimated to cost \$720,000 and has been included in the FY 2011-2012 Capital Improvement Program but is listed as unmet. Currently \$245,195 has been reserved for this project.

### Brownlea Drive Extension, Phase III:

This project constructs approximately 1,500 linear feet of two-lane roadway from 6<sup>th</sup> Street to 10<sup>th</sup> Street and includes crossing approximately 700 feet of regulated floodway and wetlands.

This project, along with the completed Brownlea Drive Extension from 10<sup>th</sup> Street to 14<sup>th</sup> Street, would complete the “inner-city” loop (from Pitt Street @ 1<sup>st</sup> Street to Greenville Boulevard) providing improved access for the entire City.

Without this project, the loop cannot be completed as recommended by the City’s Thoroughfare Plan.

The cost for the feasibility study, design, right-of-way acquisition, and construction for this phase is estimated at \$3,006,250. No funding has been provided for Phase III.

The following is a summary of the history and status to date on Brownlea Drive:

- 1959 -- City Council adopts its first Thoroughfare Plan prepared by the Advanced Planning Division of the North Carolina Highway Commission. Some preliminary work had been done as early as 1951.
- 1963 -- City Council adopts a revised Thoroughfare Plan which includes the designation of Brownlea Drive as a minor thoroughfare and includes the extension of Brownlea in two phases. One phase is from the current terminus of Brownlea Drive approximately 1,970 feet south of 10<sup>th</sup> Street to the intersection of Brownlea Drive and 14<sup>th</sup> Street. The next phase would be from the intersection of Brownlea Drive and 10<sup>th</sup> Street, north to Brownlea Drive just south of its intersection with East 6<sup>th</sup> Street. In concept, this provides a complete north-south connection from 1<sup>st</sup> Street at Pitt Street in the north to Greenville Boulevard in the south.
- 1972 -- A revised Thoroughfare Plan was developed. The plan retained Brownlea Drive as a minor thoroughfare.
- July 23, 1973 -- Connie and Terry Minges submitted a study plan for subdividing property. The plan includes the extension of Brownlea Drive down the eastern portion of the proposed development rather than the more direct alignment to 14<sup>th</sup> Street. This plan is opposed by the City Engineer.
- March 7, 1974 -- Connie and Terry Minges submitted a preliminary subdivision plat seeking to develop the western two-thirds of their property and exclude extension of Brownlea Drive. The Planning and Zoning Commission disapproved the Preliminary Plat as presented because it did not conform to the City’s subdivision regulations and the exclusion of Brownlea Drive was not in the best overall interest of the City of Greenville.
- April 27, 1974 -- Connie and Terry Minges resubmitted a revised subdivision plat showing that it conformed to the subdivision regulations but does not include the extension of Brownlea Drive. The decision is tabled so the Commission could seek advice from City Council.

- May 23, 1974 -- the Commission once again considered the subdivision plat and disapproved it stating that it appears that the developer is making a conscious effort to avoid implementation of the Major Thoroughfare Plan as adopted by City Council on December 5, 1963.
- Connie and Terry Minges filed suit against the Planning and Zoning Commission of the City of Greenville regarding the Commission's continuing denial of their plan. Their purpose in setting aside the eastern 1/3 portion of their property was to retain 3 acres of land allotted to tobacco and "to avoid the additional cost of constructing that portion of Brownlea Drive that traverses the property."
- October 25, 1974 -- Judgment was issued. The judgment provided that if the Minges reserve the right-of-way necessary to construct the extension of Brownlea Drive from the current termination to 14<sup>th</sup> Street where it would line up with the existing Brownlea connection between 14<sup>th</sup> Street and Greenville Boulevard, then they would be free to develop without being required to construct the Brownlea Drive Extension. The term of the agreement was 30 years after September 10, 1974, and the City therefore was responsible for funding the design and construction of the road. After 30 years, if the City did not proceed with the construction of the road, the requirement for the land to be reserved would cease.
- April 2001 -- A contract was signed with URS to design the first phase of the Brownlea project. The contract amount was for \$91,834.15 of which \$84,771.00 has been paid to date.
- September 9, 2002 -- The original settlement agreement was amended which extended the original end date of September 10, 2004 to September 10, 2024 to provide additional time for the City to complete the project.
- The road design for Phase II is complete; latest plans are dated December 2007. The final plat is complete and awaits signatures for recordation.

### **Traffic Analysis:**

A detailed analysis is attached as Exhibit C, Traffic Analysis.

### **Summary - Brownlea Drive Extension, Phase II:**

Construction of this phase has a minimal impact on the surrounding road network. The change in Average Daily Traffic volume (ADT), either a net loss or gain, on any particular roadway link is not large compared to current conditions. For example, the Elm Street link from 14<sup>th</sup> to 10<sup>th</sup> should experience a reduction of 1440 vehicles per day (vpd), which is approximately 7.2% of the existing base traffic volume.

On a more local basis, the proposed Brownlea connector would provide an alternative connection between 14<sup>th</sup> and 10<sup>th</sup>. Just east of the potential Brownlea connector is the College Court – Coghill neighborhood. The local roadway network through this neighborhood provides two opportunities for direct connection between 14<sup>th</sup> Street and 10<sup>th</sup> Street, via Ragsdale Road and East Wright Road. Of these two, Ragsdale Road provides a shorter, more direct route

connecting 14<sup>th</sup> and 10<sup>th</sup>. Staff anticipates that Brownlea would be the preferred route for cut-through traffic presently using the roads in the College Court – Coghill neighborhood.

The construction of this phase will:

- Have only minor incremental changes on traffic flow within the surrounding roadway network;
- These effects will either reduce or increase traffic volume depending on the roadway;
- Provides a north/south connection from 10<sup>th</sup> Street to Greenville Boulevard;
- Provides for a secondary north/south “relief” corridor, if the surrounding network (Greenville Boulevard, 10<sup>th</sup> Street or 14<sup>th</sup> Street) becomes over saturated;
- Provides for a secondary north/south “relief” corridor to accommodate detours associated with emergencies/incidents that may occur on Greenville Boulevard, 10<sup>th</sup> Street and 14<sup>th</sup> Street;
- Provides relief to the College Court – Coghill neighborhood, by redirecting cut-thru traffic along Brownlea Drive;
- Provides a more favorable connection from 10<sup>th</sup> Street to 14<sup>th</sup> Street due to its design;
- Provides the opportunity to install a dedicated bike lane between 10<sup>th</sup> Street and 14<sup>th</sup> Street.

#### Summary - Brownlea Drive Extension, Phase III:

Construction of the complete Brownlea Drive provides the following benefits to the neighborhoods:

1. A secondary north/south corridor from 1<sup>st</sup> Street to Greenville Boulevard, thus providing relief to traffic on Elm Street and Greenville Boulevard. A secondary east/west corridor is extended to the south from Pitt Street to Greenville Boulevard providing relief to 10<sup>th</sup> Street.
2. Connects the southeast and north-central parts of the City providing a direct connection that also provides traffic relief opportunities within the affected roadway grid. North/south streets such as Elm Street, Charles Boulevard and Evans Street and east/west streets such as 10<sup>th</sup> Street, 14<sup>th</sup> Street and Greenville Boulevard could all experience some form of relief with the completion of Brownlea Drive Phase III.

The completion of Phase III increases the area of influence significantly more than just Phase II. A completed Brownlea Drive will:

- Have positive effects on traffic flow within a larger area;
- Have the potential to relieve traffic on major east/west and north/south corridors;

- Provide secondary north/south and east/west “relief” corridors for any emergencies that may arise in the surrounding network;

**Analysis:**

Brownlea Drive, Phase II provides an opportunity to relieve some traffic on 10<sup>th</sup> and 14<sup>th</sup> Streets and Greenville Boulevard. As a standalone project, it provides a good alternative north-south corridor relieving some traffic that presently uses Elm Street. Additionally, it will reduce current cut-through traffic being experienced in the College Court – Coghill neighborhood. The route also provides another route for ECU students to travel to their main campus.

Brownlea Drive, Phase III may or may not be economically feasible. Prior to staff's submission of the next Capital Improvement Program to City Council, staff will re-evaluate the cost associated with building this section. Staff will determine if it is economically feasible and provide a recommendation to City Council to pursue or not pursue Phase III.

Public Works staff recommends that the City construct Brownlea Drive, Phase II and will include this project in its Capital Improvement Program submission to City Council.

**Fiscal Note:**

Brownlea Drive Extension, Phase II: Currently, City Council has reserved \$245,195 to construct this project. The estimated cost to construct this project is \$720,000. Thus, an additional \$474,805 must be identified during the development of the upcoming Capital Improvement Program to fund the project.

Brownlea Drive Extension, Phase III: Currently, this project is unfunded. The estimated cost to construct this project is \$3,006,250.

**Recommendation:**

City Council consider constructing Phase II during the development of the 2013-2017 Capital Improvement Program.

City Council consider whether to pursue Phase III during the development of the 2013-2017 Capital Improvement Program.

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

Attachments / [click to download](#)

[📄 Brownlea Dr Overall Minor Thoroughfare Map Exhibit A](#)

[📄 Brownlea Dr Phase II & III Map Exhibit B](#)

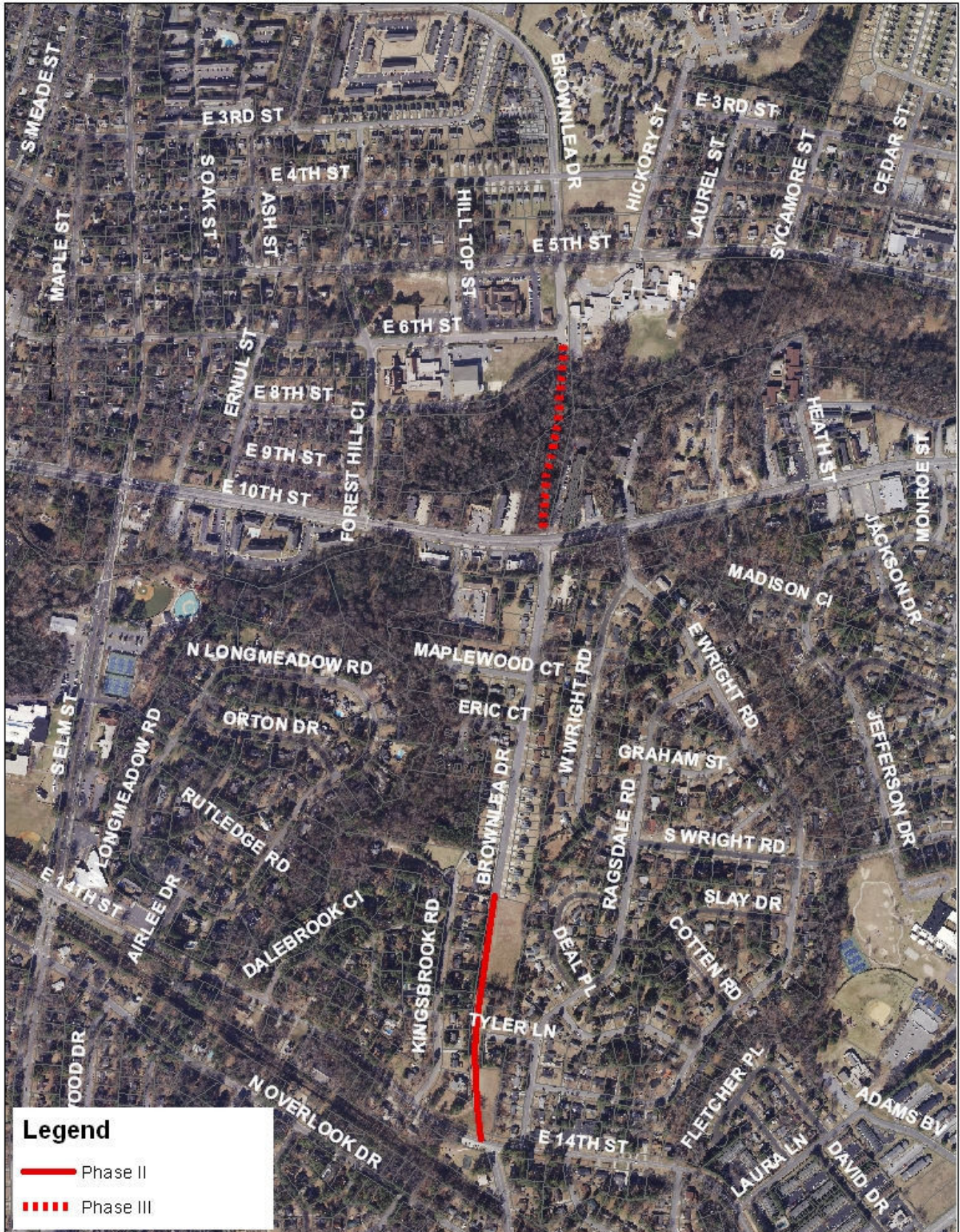
[📄 Brownlea Traffic Analysis Exhibit C](#)

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BROWNLEA DRIVE  
OVERALL MINOR THOROUGHFARE



BROWNLEA DRIVE  
PHASE II & III





## **TRAFFIC ANALYSIS: BROWNLEA DRIVE EXTENSION**

### PHASE II

The following section defines the potential traffic impacts that can be expected, if the Brownlea Drive connection is made under Phase II. Specifically, the existing portion of Brownlea Drive that extends southerly from 10<sup>th</sup> Street will be extended further south to an ultimate connection with the southern section of Brownlea Drive at 14<sup>th</sup> Street.

#### Surrounding Roadway Network

To identify these impacts, an overall assessment area, or “area of influence” has been defined having a northern limit of 10<sup>th</sup> Street, a western limit of Elm Street, and a southern and eastern limit of Greenville Boulevard.

In an effort to define general operating characteristics within this area, the Greenville Urban Area MPO developed two traffic models as follows: a base traffic condition and a future traffic condition at year 2020. Each model in turn provides a “no-build” condition (without the Brownlea connection) and a “build” condition (with the Brownlea connection).

The models generate Average Daily Traffic volumes for each of the links within the defined area of influence. Volume/Capacity ratios are also created for each link. In these scenarios, capacity of a roadway is defined as 1.0, so a volume to capacity ratio of 0.50 or .75 respectively represent a facility operating at 50% or 75% of the its potential capacity. The combined results of the models are depicted in Attachments 1 and 2.

The results shown in these attachments have also been tabulated for further clarity and comparative purpose. The tabulated summaries are shown in Attachment 3. A “negative” volume difference within a roadway link represents a decrease in volume, while a “positive” volume difference represents an increase in volume. Naturally, a relationship exists whereas the volumes increase, the capacities decrease (and vice versa). It is important to clarify that the differences in volumes reflected in the tables represent traffic volumes over a 24 hr period (average daily traffic). Impacts within the peak hour of the day (generally PM) can be approximated by applying a 10% factor to the ADT’s listed.

As attested by the results, the net loss or gain on any particular link is not large, as compared to its original (no-build) ADT. For example, the Elm St. link from 14<sup>th</sup> to 10<sup>th</sup> will receive a benefit reduction of -1440 vehicles per day (vpd), which represents approximately 7.2% of the existing base volume.

#### Adjacent Local Network

Immediately adjacent and just east of the potential Brownlea connector is the College Court – Coghill neighborhood. The local roadway network through this neighborhood provides two

opportunities of direct connection between 14<sup>th</sup> St and 10<sup>th</sup> St., via Ragsdale Rd. and E. Wright Rd. This local network of streets is shown in Attachment 4. Both roads had previously exhibited patterns of “cut-thru” traffic back in 2004, and a subsequent study supported a unified neighborhood request for traffic calming devices. In June of 2005, a total of 7 speed humps were collectively installed along both routes by the City.

The proposed Brownlea connector would provide an alternative connection between 14<sup>th</sup> and 10<sup>th</sup>. Of the two existing neighborhood streets (Ragsdale Rd., E. Wright Rd.), Ragsdale Rd. provides a shorter, more direct route connecting 14<sup>th</sup> and 10<sup>th</sup>. Attachment 5 provides a comparable “drivers” view of each roadway. Attachment 6 provides a tabulated comparison of the defining characteristics of each roadway. As documented in this table, all aspects favor the Brownlea connection as a preferred connection route between 10<sup>th</sup> St. and 14<sup>th</sup> St. The provision of such a connection will contribute to the following:

- Incremental effects on traffic operations within the surrounding roadway network;
- These effects will be positive or negative, depending on the roadway links considered;
- Provides a north/south connection from 10<sup>th</sup> St. to Greenville Boulevard, by virtue of its connection to the existing southern portion of Brownlea Drive (at 14<sup>th</sup> St.);
- Provides for a secondary north/south “relief” corridor, if the surrounding network becomes oversaturated;
- Provides for a secondary north/south “relief” corridor to accommodate incident management needs as they may arise in the surrounding network;
- Provides relief to the College Court – Coghill neighborhood, by redirecting cut-thru traffic along Brownlea Drive;
- By nature of its design, provides a more favorable connection from 10<sup>th</sup> St. to 14<sup>th</sup> St. characterized by higher speeds, shorter travel distance, wider x-section, straighter alignment, less delays (no speed humps, stop signs, curves or turns), shorter travel time, and provision of dedicated bike lanes.

### PHASE III

The traffic impacts defined for the Phase II connection would provide operational effects to a limited area as follows:

1. The previously defined “area of influence” having a northern limit of 10<sup>th</sup> Street, a western limit of Elm Street, and a southern and eastern limit of Greenville Boulevard;
2. The College Court – Coghill neighborhood.

The implementation of Phase II would complete a direct connection between 10<sup>th</sup> Street and 14<sup>th</sup> Street, and as such, an overall north/south connection between 10<sup>th</sup> and Greenville Boulevard. The benefits thereof, from a network and surrounding neighborhood perspective, have been described above. The completion of Phase III extends the corridor connection further to the north to another existing segment of Brownlea Drive which ultimately continues westerly as 1<sup>st</sup> Street.

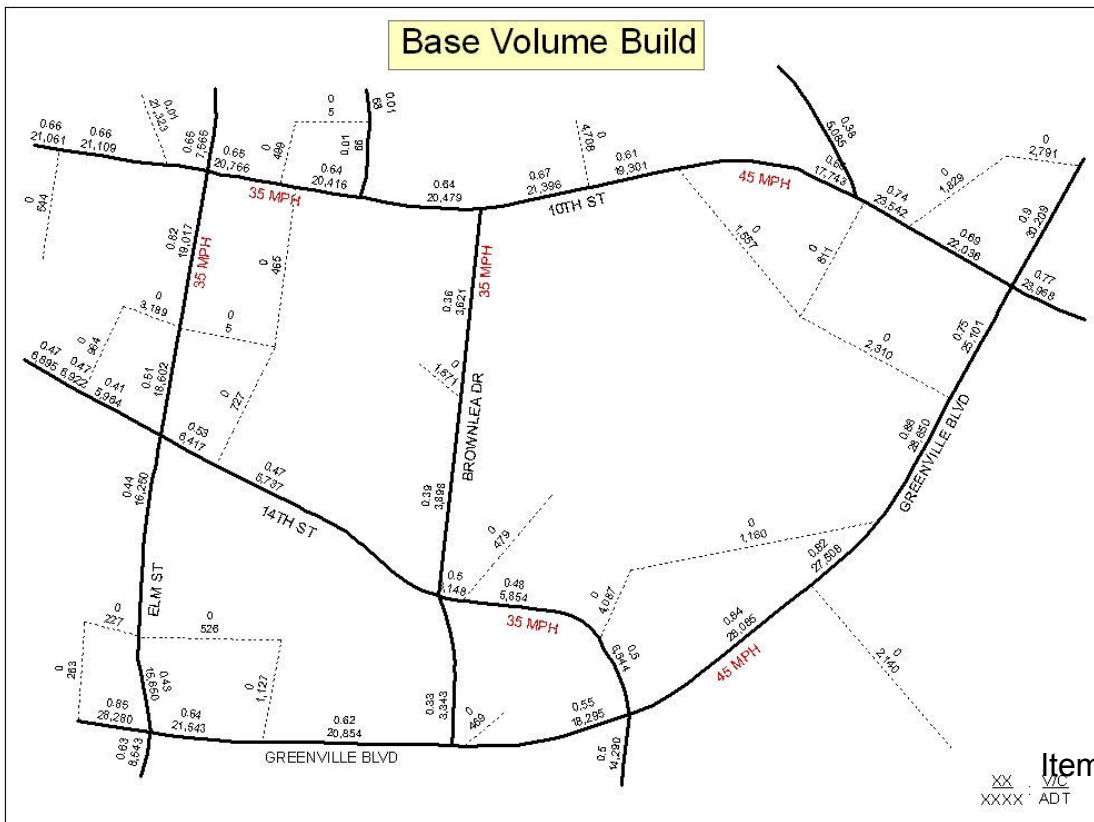
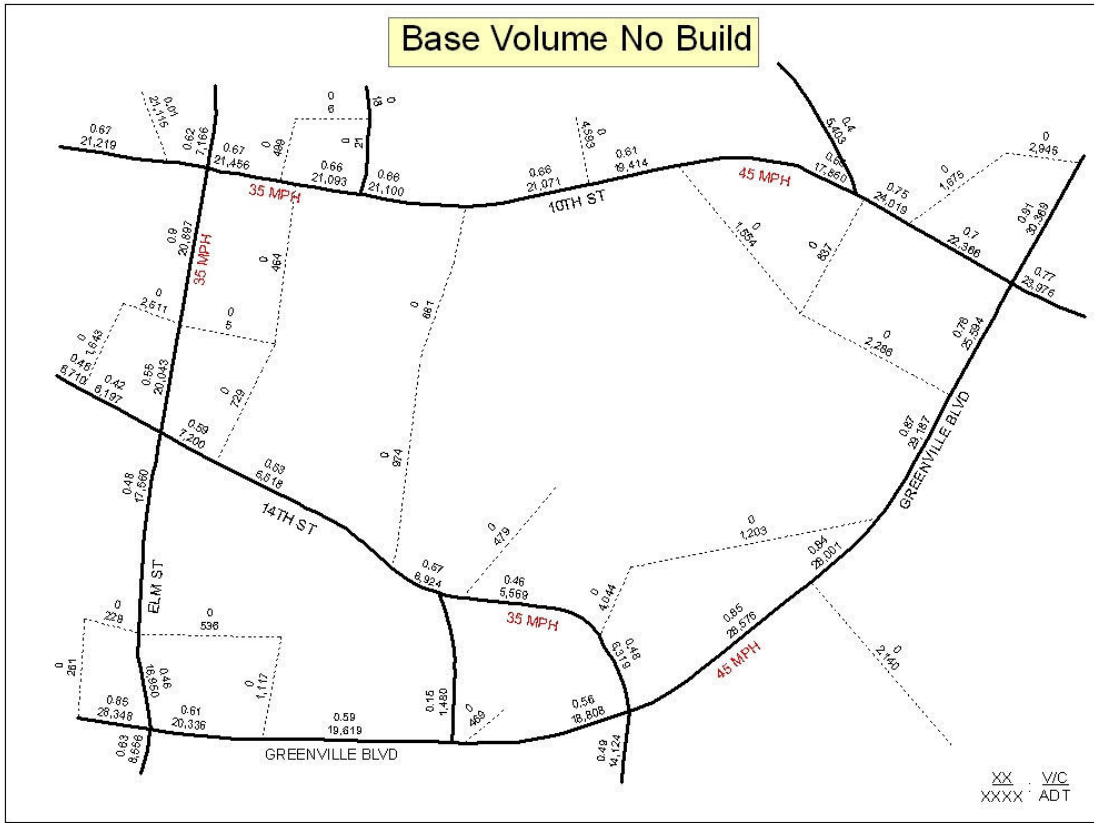
The virtues of an overall connection plan (combining Phase II and Phase III) make possible operational benefits on a more regional basis:

1. A secondary north/south corridor is created (from 1<sup>st</sup> Street to Greenville Blvd.), thus providing traffic relief opportunities to Elm Street and Greenville Boulevard.
2. A secondary east/west corridor is extended to the south (from Pitt Street to Greenville Boulevard) increasing traffic relief opportunities to 10<sup>th</sup> Street.
3. The combination of Phase II and Phase III “connects” the southeast and northwest parts of the City, thus providing a direct connection that provides traffic relief opportunities within the affected roadway grid. North/south streets such as Elm Street, Charles Boulevard and Evans Street and east/west streets such as 10<sup>th</sup> Street, 14<sup>th</sup> Street and Greenville Boulevard could all experience some form of relief with the provision of the overall connection.

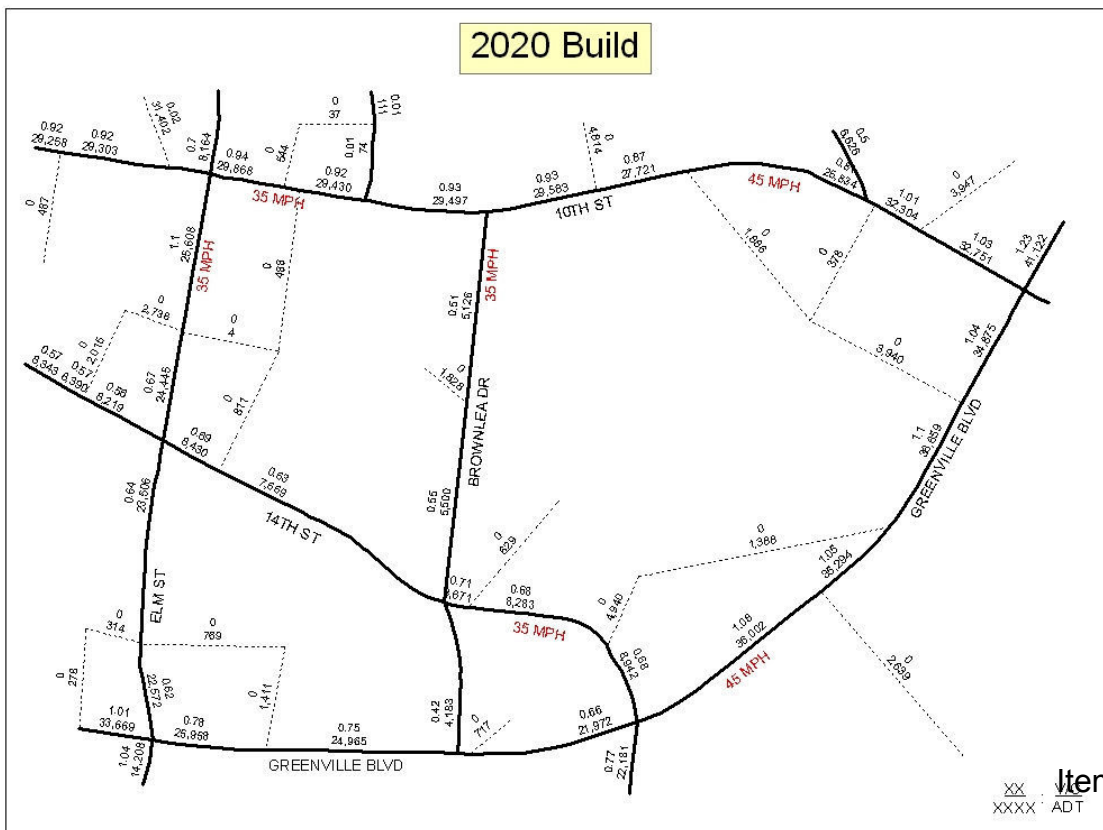
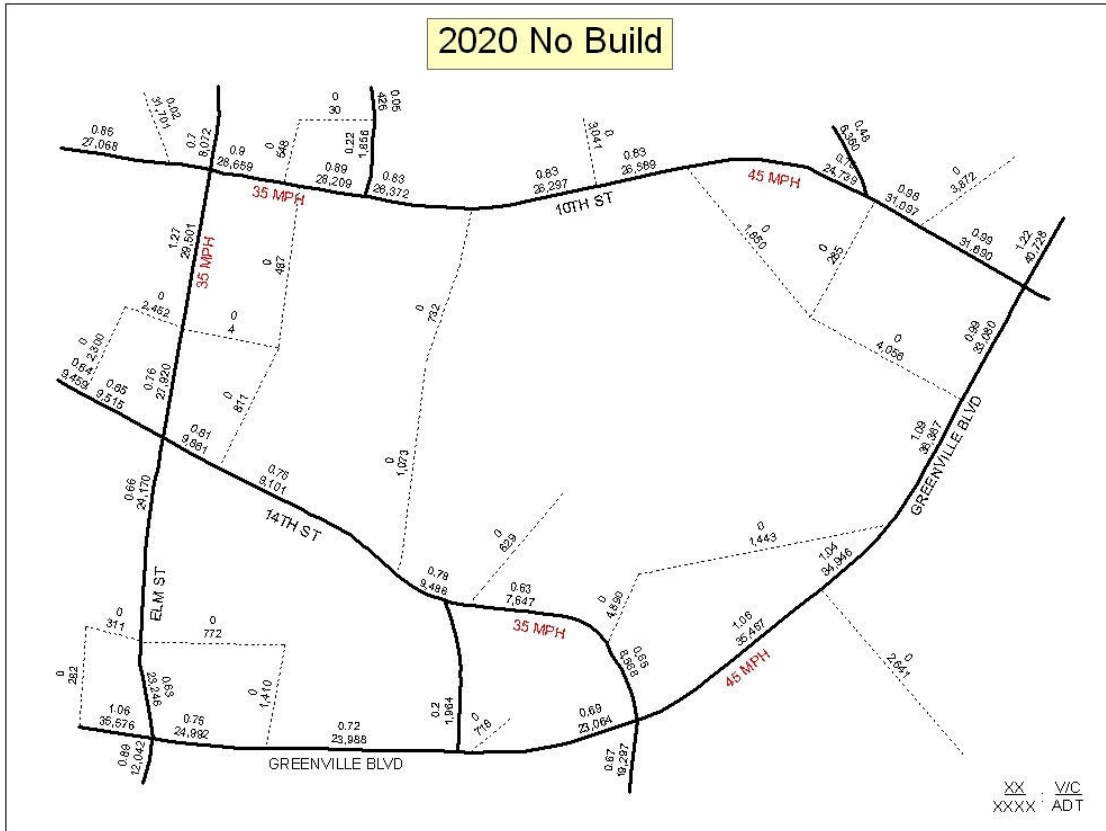
This connectivity increases the area of influence significantly, over the sole connection as provided under Phase II. The provision of such a connection will contribute to the following:

- Incremental effects on traffic operations within the increased area of influence within the surrounding roadway network;
- The potential of traffic relief to major east/west and north/south corridors;
- Provision of a secondary north/south, east/west “relief” corridor to accommodate incident management needs as they may arise in the surrounding network;

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

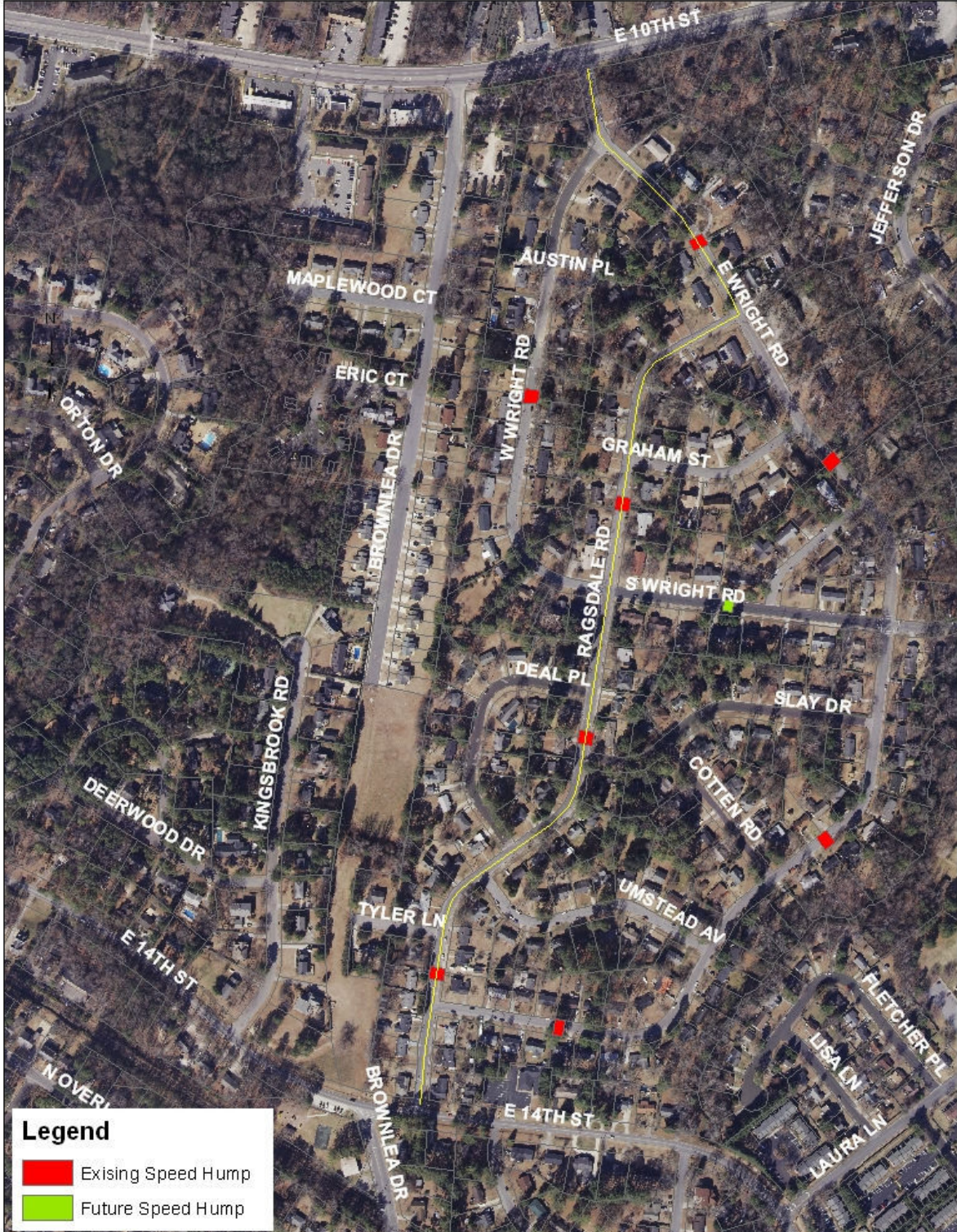
BASE VOLUME & CAPACITY COMPARISON

| Roadway       | Link                         | Base Volume | Base Volume | Difference | V/C               | V/C            |
|---------------|------------------------------|-------------|-------------|------------|-------------------|----------------|
|               |                              | No-Build    | Build       |            | Ratio<br>No-Build | Ratio<br>Build |
| 10th St.      | Elm St. - Brownlea Dr.       | 21100       | 20479       | -621       | 0.66              | 0.64           |
| 10th St.      | Brownlea Dr. - G'ville Blvd. | 24019       | 23542       | -477       | 0.75              | 0.74           |
| 14th St.      | Elm St. - Brownlea Dr.       | 6518        | 5737        | -781       | 0.53              | 0.47           |
| 14th St.      | Brownlea Dr. - G'ville Blvd. | 5944        | 6199        | 255        | 0.47              | 0.49           |
| G'ville Blvd. | Elm St. - Brownlea Dr.       | 19619       | 20854       | 1235       | 0.59              | 0.62           |
| G'ville Blvd. | Brownlea Dr. - 14th St.      | 18808       | 18295       | -513       | 0.56              | 0.55           |
| G'ville Blvd. | 14th St. - 10th St.          | 28001       | 27508       | -493       | 0.84              | 0.82           |
| Elm St.       | G'ville Blvd. - 14th St.     | 16950       | 15650       | -1300      | 0.46              | 0.43           |
| Elm St.       | 14th St. - 10th St.          | 20043       | 18602       | -1441      | 0.55              | 0.51           |
| Brownlea Dr.  | G'ville Blvd. - 14th St.     | 1480        | 3343        | 1863       | 0.15              | 0.33           |
| Brownlea Dr.  | 14th St. - 10th St.          | 0           | 3760        | 3760       | 0                 | 0.38           |

2020 VOLUME & CAPACITY COMPARISON

| Roadway       | Link                         | 2020               | 2020            | Difference | V/C               | V/C            |
|---------------|------------------------------|--------------------|-----------------|------------|-------------------|----------------|
|               |                              | Volume<br>No-Build | Volume<br>Build |            | Ratio<br>No-Build | Ratio<br>Build |
| 10th St.      | Elm St. - Brownlea Dr.       | 26372              | 29497           | 3125       | 0.83              | 0.93           |
| 10th St.      | Brownlea Dr. - G'ville Blvd. | 31097              | 32304           | 1207       | 0.98              | 1.01           |
| 14th St.      | Elm St. - Brownlea Dr.       | 9101               | 7669            | -1432      | 0.75              | 0.63           |
| 14th St.      | Brownlea Dr. - G'ville Blvd. | 8108               | 8613            | 505        | 0.64              | 0.68           |
| G'ville Blvd. | Elm St. - Brownlea Dr.       | 23988              | 24965           | 977        | 0.72              | 0.75           |
| G'ville Blvd. | Brownlea Dr. - 14th St.      | 23064              | 21972           | -1092      | 0.69              | 0.66           |
| G'ville Blvd. | 14th St. - 10th St.          | 34946              | 35294           | 348        | 1.04              | 1.05           |
| Elm St.       | G'ville Blvd. - 14th St.     | 23246              | 22572           | -674       | 0.63              | 0.62           |
| Elm St.       | 14th St. - 10th St.          | 27920              | 24445           | -3475      | 0.76              | 0.67           |
| Brownlea Dr.  | G'ville Blvd. - 14th St.     | 1964               | 4183            | 2219       | 0.20              | 0.42           |
| Brownlea Dr.  | 14th St. - 10th St.          | 0                  | 5313            | 5313       | 0                 | 0.53           |

ATTACHMENT 4



ATTACHMENT 5



Brownlea Dr, at southern terminus looking north



Ragsdale Rd (south of Deal Pl), looking south



ATTACHMENT 6

"LOCAL" NETWORK COMPARISON

| Roadway Characteristics  | Ragsdale Road         | Brownlea Connector   |
|--------------------------|-----------------------|----------------------|
| Speed                    | 25 mph (20 @ SH)      | 35 mph               |
| Length                   | 3,966 feet            | 3,316 feet           |
| Width                    | 36 feet (B-B)         | 50 feet (B-B)        |
| Alignment                | 3 curves, 1 turn      | Straight             |
| Speed Humps              | 4                     | None                 |
| Other factors            | 2 stop signs          | None                 |
| Travel time along route  | 2 minutes, 15 seconds | 1 minute, 7 seconds  |
| Bike Route Opportunities | None                  | Both sides of street |
| Housing types            | Single Family         | Duplex, Multi-family |
| House setbacks           | Closer to road        | Farther from road    |
| Designed as              | Residential street    | Minor thoroughfare   |



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Report on sign regulations

**Explanation:** Council Member Max Joyner requested on May 31, 2011 that a report on the sign ordinance be placed on the August City Council meeting agenda.

The City of Greenville's standards for regulating signs are located in Article N of the Zoning Ordinance and are typically referred to as the City's sign regulations. The sign regulations attempt to balance the rights and needs of businesses and other entities to advertise and promote themselves to the public with the need to maintain public safety and the aesthetic quality of the community. They are also considered comprehensive in that they include minimum standards relative to the construction, type, size, height, number, location, illumination, and maintenance of all signs within the City's planning and zoning jurisdiction.

The attached report provides an overview of the current sign standards, the history and background related to how the standards were first developed and have been modified since initial adoption, and how the standards are enforced.

**Fiscal Note:** No direct cost.

**Recommendation:** Receive requested report on sign regulations.

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Attachments / click to download

[Article N of Zoning Ordinance: Signs](#)



**ARTICLE N. SIGNS****SEC. 9-4-221 PURPOSE.**

It is the purpose of this article to allow certain signs of a residential and commercial nature in areas designated for those uses which will best provide and ensure:

- (A) The health, safety and general welfare of the people;
- (B) The adequate supply of light and air to adjacent properties;
- (C) Adequate and proportionate advertisement displays which promote and protect the economic vitality of the community;
- (D) That signage displayed adjacent to and visible from a public right-of-way will not distract or confuse the motoring public, thereby causing a public hazard; and
- (E) That the aesthetic quality of the city is maintained for the benefit of all the citizens of the City of Greenville, Pitt County, and the State of North Carolina as a whole.  
(Ord. No. 2337, § 1, passed 6-13-1991)

**SEC. 9-4-222 DEFINITIONS.**

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Banner.* A temporary sign display that is constructed of non-self-supporting or rigid material that is supported on two or more sides or corners by a rope, wire or other attachment that allows the display to move when struck by wind, and which is not a permanent sign or flag as a defined in this section. (See also definition of flag.)

*Building frontage.* The distance expressed in linear feet of the horizontal dimension of a building wall that is parallel and adjacent to one or more of the qualifying areas listed below:

- (a) A public or private street;
- (b) A common parking area in the case of a planned center;
- (c) A public parking area; or
- (d) A public access walkway.

*Flag.* A non-self-supporting fabric or film display that is supported on one side by a pole or mast, and is allowed to hang limp without vertical or horizontal structure and/or to move freely when struck by wind. A non-self-supporting fabric or film display that is supported on two or more sides or corners, or that is supported only along the top (highest) side shall constitute a banner. (See also definition of banner.)

*Freestanding sign.* A sign that is not directly and permanently attached to, supported by or erected on a building or other structure having a principal function other than support of the sign. To qualify as a permanent freestanding sign, displays made from non-self-supporting materials, including flex-face type signs, shall be permanently affixed to the sign support structure by a method approved by the Building Inspector, and the display (sign face) shall be enclosed and/or attached either by a two-inch or wider raised frame that supports the sign face, or within a two-inch or wider raised sign cabinet specifically designed for support of the sign.

*Lot frontage.* The distance expressed in linear feet of the common property boundary lines of a lot of record and a public or private street.

*Off-premises sign.* An outdoor advertising sign used for the purpose of displaying non-point-of-sale advertisement which directs attention to a business, establishment, profession, service, event, entertainment, condition or commodity that is located, manufactured, conducted, sold or otherwise offered or provided at an off-premises or off-site location other than the lot of record where the sign is constructed or displayed, except as further provided under section 9-4-236(B). Off-premises signs are hereby divided into two separate categories for purposes of regulation under section 9-4-236(B) as follows: temporary poster panel off-premises sign, and permanent panel off-premises sign. Any off-premises sign may be converted from either category to the other; provided, however, the use of any such sign shall be regulated in accordance with the category assignment of the sign at time of use.

*Permanent panel off-premises sign.* As used herein, a sign having a permanent frame and either a permanent or interchangeable solid display mounting surface upon which the sign's message or advertising content is permanently affixed to or painted directly on the display mounting surface. Specifically, any off-premises sign not meeting the definition of temporary poster panel off-premises sign below shall be construed as a "permanent panel off-premises sign."

*Temporary poster panel off-premises sign.* As used herein shall be defined as a sign having a permanent frame and solid display mounting surface upon which interchangeable messages, in the form of a temporary advertising poster composed of paper, film or other similar temporary non-self-supporting material, are mounted utilizing an adhesive or other similar temporary contact attachment method and which can be removed without disassembly of the display mounting surface. The term "temporary advertising poster" as used herein shall include only those displays which are printed, painted, drawn or otherwise created in complete content and form at a remote location and which are then adhered to the display mounting surface in single or multiple sheets. Mounting of poster displays to the display mounting surface by the use of nails, staples, screws, bolts, clips, hooks, cords, ropes, straps and similar methods shall be regarded as a permanent attachment as opposed to a temporary attachment and the poster displays shall not constitute a temporary advertising poster. All temporary advertising posters shall be open to the natural elements and shall not be enclosed or covered by plastic, glass or other permanent transparent material, enclosure or case.

*On-premises sign.* An advertising sign used for purposes of displaying point-of-sale advertisement which attracts attention to a business, establishment, profession, service, event, entertainment, condition or commodity that is manufactured, conducted, sold or otherwise offered or provided on the lot of record where the sign is constructed or displayed. "On-premises signs" are all signs not otherwise defined or regulated as off-premises signs.

*Owner occupant.* Any person, firm, corporation, lessee, receiver, trustee, guardian or personal representative holding legal title or legal right to occupy or carry on business in a structure or any facility, or any manager, operator or other person authorized to conduct business on behalf of an owner, and shall include each and every person who shall have title to or benefit of a sign, or for whose benefit any type sign is erected or maintained. Where there is more than one owner, as defined, their duties and obligations under this chapter are joint and several and shall include the responsibility for the sign.

*Planned center.* See Article B of this chapter.

*Roof sign.* A sign that is directly and permanently attached to and supported by the roof of a building or structure having a principal function other than support of the sign.

*Sign.* Any display device that is sufficiently visible and is located and designed to attract the attention of persons or to communicate any information to them.

*Subdivision directory sign.* A sign containing locational information relative to property owners, tenants, establishments or addresses within a platted subdivision. The sign shall contain no commercial advertisement.

*Temporary sign.* Any portable advertisement display that directs or attracts public attention to a specific event, product sold or service offered by the beneficiary of the display. Such signs include but are not limited to the following:

- (1) Signs made of paper, cloth, polyethylene film or other similar material;
- (2) Signs that are not permanently affixed to the ground or building surface in a manner approved by the Building Inspector;
- (3) Trailer signs;
- (4) Portable signs; and
- (5) Banners, flags or other similar devices.

*Wall sign.* A sign that is directly and permanently attached to and supported by a building or other structure having a principal function other than support of the sign. For purposes of this definition, poles, fences, storage tanks, bracing or other similar structures shall not be considered as a building or structure having a principal function other than support of the sign, and canopies and their support structures shall be considered as a building or structure having a principal function other than support of the sign.

- (1) To qualify as a permanent "wall sign," displays made from non-self-supporting materials, including flex-face type signs, shall be permanently affixed to the building or other structure by a method approved by the Building Inspector, and the display (sign face) shall be enclosed and/or attached:
  - (a) By a two-inch or wider raised frame that supports the sign face; or
  - (b) Within a two-inch or wider raised sign cabinet specifically designed for support of the sign.
- (2) The intent of subsections (1)(a) and (b) is to prohibit direct contact attachment of non-self-supporting material signs on a supporting wall or qualified structure and to require that the display (sign face) is separated from the supporting wall or qualified structure by not less than two inches.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 96-45, § 2, passed 6-13-1996; Ord. No. 02-63, §§ 1, 2, passed 6-13-2002; Ord. No. 06-76, § 1, passed 8-10-2006)

#### **SEC. 9-4-223 PERMITS REQUIRED.**

(A) No sign shall be erected upon any lot or attached to, suspended from or supported on a building or structure, nor shall any existing sign be enlarged, removed, relocated or materially repaired unless a zoning compliance and building permit for the same has been issued by the city. The permit shall be on forms supplied by the city and shall contain such information as necessary to ensure that the requirements and conditions of this article can be met.

(B) There shall be no sign permit issued unless the plans, specifications and intended use of the sign or part thereof conform in all respects to all applicable provisions of the Zoning Ordinance and the North Carolina State Building Code.  
(Ord. No. 2337, § 1, passed 6-13-1991)

#### **SEC. 9-4-224 GENERAL REQUIREMENTS FOR SIGNS.**

(A) All signs shall be constructed and maintained in accordance with this article and the North Carolina State Building Codes, as amended. In the event of conflicting provisions of this article and the North Carolina State Building Codes, the more restrictive shall apply.

(B) No sign shall be erected or allowed to remain erected that is structurally unsafe, hazardous and in the opinion of the Building Inspector, constitutes a danger to the public safety. If, in the opinion of the Building Inspector, any sign should become insecure or in danger of falling or otherwise unsafe, the owner thereof or the person or firm maintaining the same

shall, upon written notice from the Building Inspector, immediately secure the sign in a manner to be approved by the Building Inspector in conformity with the provisions of this article or remove the sign at the expense of the owner. Any freestanding sign that is not permanently attached to the ground in a manner approved by the Building Inspector shall be considered a danger to public safety.

(C) To ensure that signs are maintained in a safe and aesthetic manner, the following maintenance requirements must be observed for all signs visible from any public street.

- (1) No sign shall have more than 20% of its display surface area covered with disfigured, chipped, peeling, cracked, ripped or frayed material of any description for a period of more than 30 successive days.
- (2) No sign shall be allowed to remain with bent or broken display area(s), broken supports, loose appendages or struts, or allowed to stand more than 15 degrees away from the perpendicular for a period of more than 30 successive days.
- (3) No sign shall be allowed to have weeds, trees, vines or other vegetation growing upon it for a period of more than 30 successive days.
- (4) No indirect or internally illuminated sign shall be allowed with only partial illumination for a period of more than 30 successive days.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 99-4, § 1, passed 1-14-1999; Ord. No. 02-94, § 1, passed 9-12-2002)

(D) Signs and sign support structures that are abandoned for a period of 12 months shall be removed regardless of compliance with subsections (A), (B) and (C) above. For purposes of this section, when an establishment, building or use that is the beneficiary of any on-premises sign has been vacated and is otherwise no longer in operation, all signs and sign support structures associated with the vacated establishment, building or use shall be deemed to be abandoned.  
(Ord. No. 06-35, § 1, passed 4-13-2006)

#### **SEC. 9-4-225 NONCONFORMING SIGNS.**

(A) Any sign existing on the effective date (November 13, 1986) of this article that does not meet the requirements of this article or any amendment hereto shall be considered nonconforming. The sign shall be allowed to remain unless otherwise provided herein.

(B) No such nonconforming sign shall be altered, expanded or enlarged except as provided under subsection (C) below. Change in permanent copy shall be considered an alteration. For purposes of this section, permanent copy shall not include off-premises signs with changeable panels and reader board type signs with removable letters.

(C) Exemptions.

- (1) Any existing on-premises freestanding sign which is nonconforming with respect to a public street setback may be altered, provided all on-site freestanding sign(s) comply with all of the following conditions:
  - (a) Except as otherwise provided, the provisions of Article C of this chapter shall apply.
  - (b) The total number of all freestanding signs shall comply with applicable requirements.
  - (c) The sign surface area of all freestanding signs shall comply with applicable requirements.
  - (d) The altered freestanding sign height shall not be increased.
  - (e) The altered freestanding sign shall not exceed the maximum height for the district for a sign which is set back ten or more feet from the public street right-of-way.

- (f) There shall be no increase in any existing nonconforming situation or the creation of any new nonconforming situation.
- (2) Any existing off-premises sign which is nonconforming with respect to spacing, setback and/or construction may be altered, including replacement, provided the altered or replacement sign complies with all of the following conditions.
- (a) Except as otherwise provided, the provisions of Article C shall apply.
  - (b) No such sign shall be altered or replaced unless the sign is located within a zoning district that allows off-premises signs as a permitted use.
  - (c) There shall be no increase in any existing nonconforming situation or the creation of any new nonconforming situation.
  - (d) Except as further provided, a sign altered or replaced pursuant to this section shall comply with all applicable requirements including sign area, horizontal and vertical dimension, height, construction and landscaping as provided herein.
  - (e) There shall be no increase in sign size, including sign display area vertical or horizontal dimension, or in sign height.
  - (f) Prior to alteration or replacement of any such sign, the owner shall provide information, including photographic picture(s), scaled graphic depiction, site plan and any additional documentation as maybe required, to the Director of Community Development or his or her designee which illustrates and details the existing and proposed sign. No sign shall be altered or replaced prior to issuance of a zoning compliance and building permit.
  - (g) A building permit to replace the sign shall be obtained prior to the removal of the original sign. Construction of the replacement sign shall be initiated within the valid period of the original building permit. Failure to initiate construction of the sign within the valid permit period shall void any right to replace the sign under this section. Replacement of any sign initiated after the valid permit period shall be subject to all requirements in effect for location and construction of a new sign.
- (D) Except as otherwise provided, no nonconforming sign shall be repaired when the repairs exceed 50% of the actual replacement value, as determined by the Building Inspector, except in conformance with this article.
- (E) All temporary signs existing on the effective date (November 13, 1986) of this article which do not conform to the requirements set forth herein shall be removed within six months from the effective date of this article.
- (F) Any sign erected after the effective date (November 13, 1986) of this article that does not conform to the requirements set forth herein shall be considered in violation of this article and must be removed at the owner's expense. (Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 95-137, § 1, passed 12-14-1995; Ord. No. 03-78, §§ 1-4, passed 8-14-2003; Ord. No. 06-75, § 1, passed 8-10-2006)

**SEC. 9-4-226 NONCONFORMING SIGN; ORDER TO REMEDY OR REMOVE.**

If any sign as defined by this article is erected or maintained in violation of this article, the owner of the sign shall be subject to the enforcement provisions of this article.  
(Ord. No. 2337, § 1, passed 6-13-1991)



**SEC. 9-4-227 SIGNS NOT REQUIRING PERMITS.**

The following signs shall not require a zoning compliance permit under this article; provided, however, any such signs shall comply with all other requirements of this article and chapter except that the signs shall not be included in or count towards the total allowable sign surface area or total number of allowable freestanding signs.

(A) Signs not exceeding three square feet in total sign surface area that are associated with residential use and that are not of a commercial nature. The sign surface area shall contain only property identification names or numbers or names of occupants or warnings to the public;

(B) Memorial plaques, cornerstones, historical tablets and similar devices;

(C) Signs erected by or on behalf of or pursuant to the authorization of a governmental body, including legal notices, identification and information signs and traffic directional or regulatory signs;

(D) On-premises flags, balloons, insignia of nonprofit or governmental organizations shall be allowed subject to all of the following requirements:

(1) Flags not exceeding 100 square feet in surface area may at the option of the owner contain company and/or organization logos, writing or other representations. The flags shall be maintained in accordance with section 9-4-224 of this article;

(2) Balloons, except as qualified and regulated under section 9-4-233(K) of this article, shall comply with all of the following requirements:

(a) Balloons shall be removed each day for the period extending between the hours of 10:00 p.m. and 8:00 a.m. unless otherwise provided herein;

(b) Balloons shall be maintained in accordance with section 9-4-224 of this article;

(c) No balloon shall exceed a maximum height of 125 feet above grade, as measured from the point of ground attachment to the highest balloon surface;

(d) Any balloon that exceeds 25 feet in height shall be set back from all street right-of-way lines and overhead public utility transmission and/or distribution lines a ground distance equal to the display height of the balloon plus 25 feet, as measured from the ground attachment point to the right-of-way line or to all ground points determined by a 90-degree vertical line extending from the closest overhead public utility transmission and/or distribution line as projected upon the ground, whichever is closer. The purpose of this requirement is to provide a 25-foot clear fall zone in the event of the balloons descent due to deflation or weather conditions;

(e) All balloons shall comply with the maximum height limitations set forth under Title 9, Chapter 3, Airport Zoning, of the Greenville City Code; and

(f) No individual balloon regulated under this section shall exceed a dimension of 20 feet as measured by diameter in the case of spherical balloons, or as measured by the greatest length in the case of oblong or tubular balloons, including blimps and the like.

(3) Insignia of nonprofit or governmental organizations shall not be displayed in connection with a commercial promotion or as an advertising device.

(E) Integral decorative or architectural features of buildings or works of art, provided the features or works of art do not contain advertisements, trademarks, moving parts or lights;

(F) Signs erected for the purpose of directing traffic on private property, identifying restrooms and parking area entrances or exits, provided the signs shall not exceed three square feet. The signs shall not contain any advertising, business name or logo;

(G) Signs painted on or otherwise permanently attached to current licensed motor vehicles that are not primarily used as signs; and

(H) Certain temporary signs:

- (1) Temporary signs erected in connection with elections or political campaigns. Such signs shall be subject to section 12-1-5 of the Greenville City Code.
- (2) Displays, including lighting, erected in connection with the observance of holidays. Such displays shall be removed within ten days following the holiday.
- (3) Construction site identification signs shall be removed within ten days after the issuance of the occupancy permit.
- (4) Signs attached temporarily to the interior of a building's window or glass door. Such signs may not cover more than 25% of the transparent surface area of the window or door to which they are attached. Signs painted on a window or glass door shall not be considered as temporary.
- (5) Temporary unilluminated real estate signs shall be subject to the following.
  - (a) Within any residential zoning district, the total sign display area of any real estate sign(s) erected on any lot shall not exceed 12 square feet, unless otherwise provided herein.
  - (b) Within any nonresidential zoning district, the total sign display area of any real estate sign(s) erected on any lot shall not exceed 50 square feet, unless otherwise provided herein.
  - (c) The total sign display area of all temporary real estate sign(s) located on any multi-family lot that contains not less than 20 attached dwelling units, in one or several structures, shall not exceed 50 square feet.
  - (d) For purposes of this section, the term "real estate sign" shall include both "for sale" and "lease occupancy advertising" signs.
  - (e) Real estate "for sale" signs erected under this section shall be removed within 14 days following the transfer of title of the lot, tract or unit associated with the signs.
  - (f) Real estate "lease occupancy advertising" signs erected under this section shall be removed within 14 days following the occupancy of all leasehold units associated with the signs.
  - (g) Temporary real estate signs that are attached to a building, fence, wall or other structure shall meet the requirements for a permanent wall sign included under section 9-4-234(B).
  - (h) Temporary real estate signs that are freestanding shall meet the requirements for a permanent freestanding sign included under section 9-4-234(C); provided, however, no freestanding real estate sign located in a residential district shall exceed four feet in height and no real estate sign located in a nonresidential district shall exceed eight feet in height.
- (6) Temporary signs not covered in the foregoing categories, so long as the signs meet the following restrictions.
  - (a) Not more than one sign may be located on any lot.
  - (b) No such sign shall exceed six square feet in area.

(c) The sign shall be restricted to nonresidential uses only.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 95-61, §§ 2-4, passed 6-8-1995; Ord. No. 99-4, § 2, passed 1-14-1999; Ord. No. 05-15, §§ 1-2, passed 3-10-2005; Ord. No. 06-76, § 2, passed 8-10-2006)

#### **SEC. 9-4-228 DETERMINING THE NUMBER OF SIGNS.**

(A) For purposes of this article, a sign shall be considered a single display device or surface containing organized or related elements, and which form a unit. Randomly displayed elements without organized or related relationship shall be considered individually in determining the total number of signs.

(B) A double-face or a multi-side sign shall be regarded as one sign.  
(Ord. No. 2337, § 1, passed 6-13-1991)

#### **SEC. 9-4-229 COMPUTATION OF SIGN SURFACE AREA.**

(A) The surface of a sign shall be computed by including the entire unit within a single, continuous, rectilinear perimeter forming 90-degree angles, enclosing the extreme limits of the writing, representation, emblem or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework or bracing that is clearly incidental to the display itself, except as defined in subsection (B) of this section.

(B) With respect to three-dimensional or multi-sided signs (excluding double-face signs), the total sign surface area of all sides shall not exceed twice the maximum sign surface area as provided herein.

(C) With respect to decorative base or pylon mounted sign displays, the base or pylon shall not be utilized in the calculation of sign display area, provided the total area of the base or pylon does not exceed 50% of the total sign display surface area. In cases where the base or pylon area exceeds 50% of the total sign display area, the base or pylon shall be deemed to constitute a sign as defined herein and shall be utilized in the calculation of total sign area.  
(Ord. No. 2337, § 1, passed 6-13-1991)

#### **SEC. 9-4-230 TOTAL ALLOWABLE SIGN SURFACE AREA.**

(A) Unless otherwise provided in this article, the total surface area devoted to all signs on any building shall not exceed the maximum limitations set forth in this section.

(B) Temporary signs shall not be included in this calculation.

(C) Unless otherwise provided in this article, the maximum sign surface area permitted for any residential use shall be three square feet.

(D) Unless otherwise provided in this article, the maximum wall sign surface area permitted for any nonresidential use shall be determined as follows.

- (1) All wall signs for any one use shall not exceed one and one-half square feet of sign surface area per linear foot of building frontage occupied by such use.
- (2) If a building has frontage on more than one qualifying area, then the total sign surface area permitted on the building shall be the sum of the sign surface area allotments related to each frontage.
- (3) Signage may be allowed on any building wall, provided that the sign surface area of all signs located on a wall of a structure may not exceed 25% of the total surface area of the wall on which the signs are located. Wall

signage may be placed on a canopy, provided that the sides of a canopy shall be considered as a wall, and the signage on a canopy shall be subject to the 25% limitations of this section.

(E) The display area of wall signs painted on, affixed to or otherwise displayed on or through a facade window shall not exceed 25% of the window area.

(F) In cases where the provisions of this section will not allow signage of at least 50 square feet, then the requirements of this section shall be waived to the extent that a total wall sign allowance of 50 square feet or less, at the option of the owner, shall be permitted.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 94-156, §§ 10, 11, passed 12-8-1994; Ord. No. 95-29, § 9, passed 3-9-1995; Ord. No. 95-61, § 5, passed 6-8-1995)

#### **SEC. 9-4-231 NUMBER OF FREESTANDING SIGNS.**

(A) Except as authorized by this section, no lot or planned center may have more than one freestanding sign; provided, however, that if a lot or planned center is located on a corner and has at least 150 feet of frontage on each of the two intersecting public streets, then the lot or planned center may have not more than one freestanding sign along each side of the lot or planned center bordered by such streets.

(B) Additional frontage:

- (1) If a lot or planned center has 300 or more feet of frontage on a public street, then the lot or planned center may have not more than two freestanding signs along the street, provided the signs are spaced not less than 100 feet apart as measured from the center of the sign; or
- (2) If a lot or planned center has 500 or more feet of frontage on a single public street then the lot or planned center may have not more than three freestanding signs along the street, provided the signs are spaced not less than 100 feet apart as measured from the center of the sign.

(C) If a lot or planned center is bordered by two public streets that do not intersect (double frontage lot), then the lot or planned center may have not more than one freestanding sign on each public street, except as provided herein.  
(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 94-156, § 12, passed 12-8-1994; Ord. No. 95-61, §§ 6, 7, passed 6-8-1995)

#### **SEC. 9-4-232 FREESTANDING SIGN SURFACE AREA.**

(A) For purposes of this section, a side of a freestanding sign is any plane or flat surface area included in the calculation of the total sign surface area as provided herein.

(B) Unless otherwise provided, a single side of a freestanding sign may not exceed one-half square foot in surface area for every linear foot of frontage along the street toward which the sign is primarily oriented. However, in no case may a single side of a freestanding sign exceed 125 square feet in surface area.

(C) With respect to freestanding signs that have no discernible "sides," such as spheres or other shapes not composed of flat planes, no such freestanding signs may exceed one square foot in total surface area for every linear foot of lot frontage along the street toward which the sign is primarily oriented. However, in no case may the sign exceed 200 square feet in surface area.

(D) For purposes of this section, a single side of a double-face freestanding sign shall be considered as the total display surface for the calculation of sign area, provided the sides are separated no more than 30 inches at any point.  
(Ord. No. 2337, § 1, passed 6-13-1991)

**SEC. 9-4-233 SPECIAL PROVISIONS FOR CERTAIN SIGNS.****(A) Subdivision entrance and multi-family development signs.**

(1) *Freestanding signs.* Except as further provided under subsection (A)(2) below for the CD District, at any entrance to a subdivision or multi-family development there may be not more than two freestanding signs identifying the subdivision or development, and a single side of any such sign shall not exceed 50 square feet in total sign surface area. Freestanding identification signs shall be subject to section 9-4-234; provided, however, no such sign shall exceed a height of ten feet above the property grade. In cases where such signs are mounted on a decorative functional or nonfunctional wall, the wall area shall not be utilized to calculate total sign surface area. Such signage shall not be included in the calculation of or count towards the total sign surface area for the lot on which it is located.

**(2) CD District wall and freestanding signs.**

(a) Each multi-family development located within a CD (Downtown Commercial) District may have either:

1. Not more than two wall signs identifying the development;
2. Not more than two freestanding signs identifying the development; or
3. Not more than one freestanding sign and one wall sign identifying the development.

(b) No single side of a wall or freestanding sign allowed under this section shall exceed 50 square feet in total sign surface area. Freestanding and wall identification signs shall be subject to section 9-4-234; provided, however, no freestanding sign shall exceed a height of ten feet above the property grade. In cases where the signs are mounted on a decorative functional or nonfunctional wall, the wall area shall not be utilized to calculate total sign surface area. Such signage shall not be included in the calculation of or count towards the total sign surface area for the lot on which it is located.

(Ord. No. 09-17, passed 3-5-2009)

**(B) Grand opening signs.** Grand opening signs shall be subject to the following requirements and/or exemptions.

- (1) For purposes of this section, the term "grand opening" shall be construed as a singular event of limited (ten-day maximum) duration designed and intended to attract public attention to a recently established office, commercial, industrial or multi-family land use. Expansion of an existing principal use shall not be construed as a grand opening event. Addition of an accessory use shall not be construed as a grand opening event. No temporary use shall be construed as a grand opening event.
- (2) Such event shall commence not later than 60 days following any occupancy for use to qualify for a grand opening sign.
- (3) No grand opening sign(s) shall be displayed for more than ten total and continuous days.
- (4) No maximum sign surface area requirement shall be established for the sign(s).
- (5) Within a planned center each lot or unit occupied by a separate establishment may qualify for individual grand opening signs in accordance with this section.
- (6) Such sign(s) shall be exempt from the provisions of section 9-4-237 herein.

**(C) Planned center directory signs.** Such signs may be allowed, provided they do not exceed 20 square feet in display area, six feet in height and are located no closer than ten feet from the property line. There shall be no more than two directory signs within any planned center. The signs shall contain no commercial advertisement. The signage shall be allowed in addition to the maximum wall or freestanding sign allowance for the lot on which the signage is located.

- (D) *Nonresidential subdivision directory signs.* Shall be subject to all of the following standards and requirements.
- (1) There shall be no more than two directory signs within a subdivision.
  - (2) Such signs shall contain no commercial advertisement. For purposes of this section establishment names and trademarks shall not be construed as commercial advertisement.
  - (3) Such signs shall be located on private property and no portion of the sign shall extend beyond any property boundary line or street right-of-way line.
  - (4) No sign shall exceed a height of five feet unless the sign is set back not less than ten feet from the street right-of-way.
  - (5) Such signage may contain subdivision identification in addition to individual establishment identification panels.
  - (6) Where the sign contains any subdivision identification, that portion of the sign devoted to subdivision identification shall be subject to the maximum area and number of signs criteria set forth under subsection (A) of this section.
  - (7) Additional specific standards for commercial and/or office subdivisions are as follows:
    - (a) Maximum display area including subdivision identification shall not exceed 50 square feet.
    - (b) Maximum height shall be ten feet.
    - (c) Individual establishment identification panels shall not exceed four square feet in display area.
  - (8) Additional specific standards for industrial subdivisions are as follows:
    - (a) Maximum display area including subdivision identification shall not exceed 125 square feet.
    - (b) Maximum height shall be 25 feet.
    - (c) Individual establishment identification panels shall not exceed 16 square feet in display area.
  - (9) Such signage shall be allowed in addition to the maximum wall or freestanding sign allowance for the lot on which the signage is located.
  - (10) This section shall not apply to subdivisions which constitute a planned center. Planned center directory signage shall be in accordance with subsection (C) of this section.

(E) *Restaurant menu reader boards.* No restaurant menu reader board shall exceed 42 square feet in surface area or eight feet in height. Menu reader boards shall be set back not less than 20 feet from any property line. One menu reader board shall be allowed per each drive-through facility, and the display shall contain no commercial advertisement that can be viewed from any adjacent street right-of-way or property line. The signage shall not be included in the calculation of or count towards the total allowable sign surface area.

(Ord. No. 99-38, § 1, passed 4-8-1999)

(F) *Church signs.*

- (1) *Off-premises directional signs.* Church off-premises directional signs shall not exceed three square feet in area or six feet in height. Such signs shall be located on private property and shall be allowed in addition to the maximum wall or freestanding sign allowance for the lot on which the signage is located.

(2) *On-premises signs.*(a) *Wall signs.* Shall be in accordance with section 9-4-230 of this article.(b) *Freestanding signs.*

1. Shall not exceed 36 square feet in surface area except as further provided. The number, height and location of the sign(s) shall be in accordance with sections 9-4-231 and 9-4-234 of this article except as further provided.
2. When a lot qualifies for two or more freestanding signs along any one street, the owner may option to erect one 72-square foot sign in lieu of two 36-square foot signs. Within any residential zoning district, no freestanding sign which exceeds 36 square feet in surface area shall exceed ten feet in height.

(G) *Permitted nonresidential uses.* Except as otherwise provided, signs for permitted nonresidential uses, excluding home occupations, located in a residential zoning district may be allowed, provided the signs meet the following restrictions.

- (1) Signs shall not exceed 12 square feet in display surface area.
- (2) Signs shall not exceed five feet in height above the property grade in the case of a freestanding sign.
- (3) Signs shall not exceed one sign per lot.

(H) *Home occupations.*

- (1) Freestanding signs shall be prohibited.
- (2) Except as otherwise provided, wall signs shall be limited to two square feet of total sign display area.
- (3) Bed and breakfast inn signage shall be subject to the following standards: wall signs shall be limited to four square feet of total sign display area.

(I) *Open door and/or open window signs.* Any sign which can be viewed through an open doorway and/or open window from any point outside the building may be allowed subject to all of the following.

- (1) Such signage shall be included in the calculations of and count toward the total allowance of wall sign surface area.
- (2) Such signs shall be permanently attached to the building by manner of an approved rigid frame structure, by a solid metal chain or cable, or a combination thereof.
- (3) Such sign surface area shall be constructed of an approved rigid material or shall be bound on not less than two sides by a rigid frame which prohibits the signage from swaying loosely when struck by moving air.
- (4) All portions of the signs shall be set back inside the interior finished wall of the building.
- (5) All such signs shall not cover or obstruct more than 25% of the door or window opening.
- (6) The lowest part of the signs displayed through an open doorway shall be not less than eight feet above the doorway threshold if the signs are located within ten feet of the subject doorway.
- (7) Such signs shall be exempt from the wall sign projection standard set forth under section 9-4-234(B) of this article; provided, however, no vertical dimension of any the sign including supports shall exceed four feet.
- (8) Signs located on and/or beneath a canopy shall not be construed as open door and/or open window signs.

Zoning

- (9) Signs which are not designed to attract the attention of or convey a message to persons located outside the building and which are designed only to provide information or warnings to persons located inside the establishment are exempt from regulation under this section.

(J) *Temporary non-profit and governmental organization signs.* Temporary sign(s), including banners, erected in conjunction with a special event sponsored and conducted by a nonprofit or governmental organization shall be allowed subject to all of the following conditions.

- (1) It is the intention of this section that no such sign shall be displayed in conjunction with a commercial promotion or as an advertising device for a commercial establishment, product or service.
- (2) Not more than one on-premises and three off-premises signs shall be allowed in conjunction with any event. No sign shall be erected on any lot without the consent of the property owner.
- (3) No such sign shall exceed 30 square feet of sign surface area.
- (4) There shall be not more than one special event sign allowed on any lot.
- (5) The maximum frequency of any special event display shall not exceed one occurrence within any 12-month period and the maximum duration of the display shall not exceed seven days. For purposes of this section, the duration of each separate event display shall be measured in continuous days.
- (6) Each display shall contain the name and current phone number of the event sponsor and the sign permit number indelibly printed on the communication side/surface in one-inch or larger letters.
- (7) The sign shall be located completely on private property. No portion of the sign or its support structure shall be located on or across any public street right-of-way or private street easement.
- (8) The sign shall not be located within any sight distance triangle as defined in Title 6, Chapter 2 of the Greenville City Code or as provided by notation or description upon any map recorded pursuant to the subdivision regulations.
- (9) No such sign shall be suspended from or attached to any public utility pole, apparatus, structure or support/guy wire, any public or private traffic-control or directional sign, structure or device, or any tree or shrub located on public or private property.
- (10) No such sign shall be erected or maintained which obstructs any traffic-control sign or device or warning sign located on public or private property.
- (11) No such sign shall be erected on or across any recognized or improved pedestrian area, path, walkway or sidewalk, driveway, interior drive or parking lot drive aisle.
- (12) Any sign erected or maintained in conflict with this section shall be considered a nuisance and/or hazard to the public and shall be subject to immediate removal by the city at the expense of the sponsoring nonprofit organization and/or property owner in addition to other available remedies as provided by law.
- (13) Such sign(s) shall be exempt from section 9-4-237(G) herein.

(K) *Temporary on-premises special event spotlights and roof mounted inflatable balloons.* Except as otherwise provided herein, temporary special event spotlights and roof mounted inflatable balloons shall be allowed, subject to all of the following requirements.

- (1) *Spotlights.*
  - (a) Not more than one spotlight shall be displayed on any lot at any one time.



- (b) No spotlight shall be displayed for more than two consecutive days.
- (c) No lot shall display any spotlight(s) for more than 20 total days per calendar year.

(2) *Roof mounted inflatable balloons.*

- (a) Not more than one roof mounted inflatable balloon shall be displayed on any lot at any one time.
- (b) No roof mounted inflatable balloon shall be displayed for more than two consecutive days.
- (c) No lot shall display any roof mounted inflatable balloon(s) for more than 20 total days per calendar year.

(3) *Terms.*

- (a) For purposes of this section, the term "lot" shall be construed to include all contiguous parcels occupied by an establishment.
- (b) For purposes of this section, the term "roof mounted inflatable balloon" shall be construed to include only those balloons which meet all of the following requirements: are mounted onto the roof of a structure having a principal purpose other than the support of the balloon; are mounted on the roof of a qualified structure by means of a gravity dependent and/or direct contact attachment method; and are not tethered to the roof of a structure in a manner which allows the balloon to free-float above the surface of the roof.

(L) *Golf course signs.* Golf courses located within a residential district shall be subject to the following requirements:

- (1) Wall signage, including accessory use identification signage, shall not exceed 20 square feet in total sign surface area.
- (2) Golf course (principal use) freestanding signage shall be limited to one sign. The sign shall not exceed 20 square feet in total sign surface area and shall not exceed five feet in height.
- (3) No freestanding signage shall be permitted in conjunction with an accessory use, including but not limited to any dining facility and/or restaurant, snack bar, pro-shop, social club, tennis court or swimming facility.
- (4) Freestanding and wall signage shall be illuminated by indirect lighting only

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 95-53, § 1, passed 5-11-1998; Ord. No. 95-61, § 8, passed 6-8-1995; Ord. No. 96-29, § 1, passed 3-14-1996; Ord. No. 96-35, § 1, passed 5-9-1996; Ord. No. 96-73, § 1, passed 8-8-1996; Ord. No. 96-79, § 1, passed 8-8-1996; Ord. No. 96-91, § 1, passed 9-12-1996; Ord. No. 97-64, § 1, passed 6-12-1997; Ord. No. 99-4, §§ 3 and 4, passed 1-14-1999; Ord. No. 99-152, § 1, passed 12-9-1999; Ord. No. 05-15, § 3, passed 3-10-2005; Ord. No. 05-89, § 8, passed 8-11-2005; Ord. No. 07-11, § 5, passed 1-11-2007)

**SEC. 9-4-234 LOCATION AND HEIGHT REQUIREMENTS.**

(A) Except as further provided, no portion of any sign shall extend beyond any property boundary line of street right-of-way line.

(B) Additional wall sign standards.

- (1) No wall sign shall extend above the top of any exterior wall line of the building to which it is attached, except as provided under subsection (B)(2) below.
- (2) Wall signage may be permitted on a decorative roof structure (i.e., canopies, awnings and the like), provided the top of the signage does not extend above the decorative roof structure and does not extend more than five feet above the exterior wall to which the structure is attached.

Zoning

- (3) No wall sign shall project more than 12 inches from the building, except as provided under subsection (B)(4) and (5) below.
- (4) Except as further provided, wall signage may be located on a sign support frame provided the sign and support frame shall not project more than three total feet from the building and provided the depth of the sign, as measured perpendicular from the outside surface of the front face to the outside surface or plane of the rear (building side) of the sign, is not more than 12 inches.
  - (a) No wall sign, including any sign support frame, erected on a decorative roof structure (i.e., canopies, awning and the like) shall project more than 12 inches from the front (outside) edge of the decorative roof structure.
  - (b) When a wall sign is erected on a sign support frame and when the sign and support frame projects more than 12 total inches from the building, the message portion of the sign, including any letters and/or graphics, shall be parallel in orientation to the building wall.
  - (c) When a sign and/or support frame projects more than 12 inches from a building the lowest part of the sign, display shall be not less than eight feet above the adjacent finished ground surface elevation.
- (5) Wall projection signs.
  - (a) For purposes of this section, wall projection signs shall be any wall sign that projects more than 12 inches from the building and does not qualify under subsection (4).
  - (b) Wall projection signs shall be allowed only in the CD (downtown commercial) district and such signs shall be subject to compliance with all of the following requirements:
    - 1. Shall be permanently attached to an exterior wall of a building in a manner approved by the Building Inspector.
    - 2. Shall not be attached to the outside edge of a canopy or extend beyond any outside edge of a canopy.
    - 3. May project horizontally from the building wall not more than three feet, or two-thirds the distance from the building wall to the inside edge of the street curb line as located at the time of sign permit approval, whichever is less.
    - 4. The message portion of the sign, including any letters and/or graphics, shall be perpendicular in orientation to the building wall.
    - 5. The bottom edge of a projection wall sign shall be parallel to the finished floor of the building.
    - 6. There shall not be more than 12 inches between the sign display areas (faces) of a double-sided sign. Three-dimensional projection wall signs not composed of flat sign display surfaces shall not be permitted.
    - 7. Projection wall signs shall be located on private property, provided however, a projection wall sign may encroach into the street right-of-way in accordance with an encroachment agreement approved by the city, and where applicable, the State Department of Transportation.
    - 8. Buildings with two or more stories shall not have projecting signs located higher than the inside finished ceiling of the second story or 24 feet, as measured from the finished grade directly below the sign to the highest point of the sign, whichever is less.
    - 9. Not more than one projection wall sign shall be allowed per each individual principal use establishment.

10. Projection wall signs for individual principal use establishments located in a common building shall not be located closer than eight feet from any other projection wall sign located on the same building.
11. All projection wall signs for individual principal use establishments located on a common building façade shall be of equal dimension, including but not limited to, individual sign display area, width, height, horizontal projection. Sign height above grade may vary provided compliance with subsection (m) below.
12. Projection wall signs shall be considered part of the total wall sign allowance, provided however, no projecting wall sign shall exceed ten total square feet in sign display surface area. A single side of a double-face sign shall be utilized for the sign surface area calculation.
13. Minimum height of a projection wall sign, as measured from the finished grade directly below the sign to the lowest point of the sign, shall be not less than eight feet, except as further provided. Projection wall signs subject to street right-of-way encroachment agreement approval shall have a minimum height of not less than ten feet, or per encroachment agreement condition, whichever is greater.
14. If required, all right-of-way encroachment agreement(s) must be granted by the approval authority prior to sign permit application. A copy of any encroachment agreement and any conditions shall be attached to the sign permit application.

- (6) (a) To qualify as a permanent wall sign, displays made from non-self-supporting materials, including flex-face type signs, shall be permanently affixed to the building or other structure by a method approved by the Building Inspector, and the display (sign face) shall be enclosed and/or attached:
1. By a two-inch or wider raised frame that supports the sign face; or
  2. Within a two-inch or wider raised sign cabinet specifically designed for support of the sign.
- (b) The intent of subsections (B)(6)(a)1. and 2. is to prohibit direct contact attachment of non-self-supporting material signs on a supporting wall or qualified structure and to require that the display (sign face) is separated from the supporting wall or qualified structure by not less than two inches.

(C) No freestanding sign may exceed five feet in height above the average centerline grade of the public street toward which the sign is oriented, except as provided below:

- (1) Within any MI, MS, MO, MCG, MCH and/or CD Zoning District, no freestanding sign may exceed 15 feet in height above the average centerline grade of the public street toward which the sign is oriented, provided the sign is set back not less than ten feet from the right-of-way of the public street; or
- (2) Within any CDF, CG, CN, CH, IU, PIU, I, PI, OR and/or O Zoning District, no freestanding sign may exceed 25 feet in height above the average centerline grade of the public street toward which the sign is oriented, provided the sign is set back not less than ten feet from the right-of-way of the public street.

(D) No sign shall be erected, maintained, painted or drawn on any tree, rock, natural feature or utility pole. "Utility pole" shall include but not be limited to any traffic-control, lighting, power, telephone or other similar utility pole.

(E) No sign shall be erected or maintained so as to obstruct any fire escape or any window or door or opening used as a required means of egress or so as to prevent free passage from one part of a roof to any other part thereof. No sign shall be attached in any form, shape or manner to a fire escape or be placed in such a manner as to interfere with any opening required for ventilation.

(F) No sign shall be erected or maintained which simulates or closely resembles an official traffic-control or warning sign in such a manner as to, or could in any way, confuse or mislead the traffic.

**Zoning**

(G) No freestanding sign shall be permitted in sight distance areas as defined in Title 6, Chapter 2 of the Greenville City Code.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 97-85, §§ 1, 2, passed 8-14-1997; Ord. No. 98-34, § 1, passed 3-12-1998; Ord. No. 06-76, § 2, passed 8-10-2006; Ord. No. 10-44, §§ 1-4, 5-13-2010)

**SEC. 9-4-235 SIGN ILLUMINATION AND SIGNS CONTAINING LIGHTS; ELECTRONIC AND MECHANICAL INTERCHANGEABLE SIGN FACE COPY.**

(A) Unless otherwise prohibited by this article, signs may only be illuminated in accordance with this section.

- (1) Illumination, either internal or indirect, shall not be added to nonconforming signs.
- (2) No sign may contain or be illuminated by flashing or intermittent lights or lights of changing degrees of intensity or color, except signs indicating only time and/or date and/or temperature and except signs containing electronic and/or mechanical interchangeable sign face copy in accordance with subsection (B) below.
- (3) Indirect illuminated sign light shall be shielded so that only the face of the sign is illuminated and the light shall not shine directly into a public or private street travel way, drive or parking area or into a residential dwelling or premises.
- (4) No indirectly illuminated sign shall be constructed or maintained within 50 feet of any residential zone or dwelling unit in any zone.
- (5) No illuminated sign shall imitate any traffic-control sign or device or be located or utilized in any manner which may confuse or distract the motoring public.

(B) Unless otherwise provided by this article, signs may only contain electronic and/or mechanical interchangeable sign face copy in accordance with this section.

- (1) Electronic and/or mechanical interchangeable sign face copy shall not be added to nonconforming signs.
- (2) No electronic and/or mechanical interchangeable sign face copy shall be changed to include any new or different copy, color, intensity or graphic representation, more than one time in any 60-minute period. For purposes of this section, all wall and/or freestanding signage associated with any use or establishment shall be considered as a whole, and a change to any electronic and/or mechanical sign face copy shall prohibit any change to any other associated sign face copy until the expiration of the minimum 60-minute period required between changes as specified. The provisions of this subsection shall not apply to time and/or date and/or temperature displays.
- (3) Each allowed change of sign face copy shall be completed by one continuous action or movement and the total duration of such action or movement shall not exceed five total and continuous seconds.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 02-94, § 2, passed 9-12-2002)

**SEC. 9-4-236 OFF-PREMISES ADVERTISING SIGN REQUIREMENTS.**

(A) The following additional standards and regulations shall apply to all off-premises advertising signs.

- (1) *Off-premises advertising signs.* Off-premises advertising signs shall be permitted only within the CH, IU and I Zoning Districts or as provided herein.
- (2) *Compliance.* No such signs shall be altered, expanded, enlarged or replaced except in conformance with this section and section 9-4-225(C)(2).

9-218B

**Greenville - Building, Planning and Development Regulations**

## Zoning

- (3) *Removal of sign.* Where the premises or property upon which the sign is erected is changed to another zone other than CH, IU or I, the sign shall be removed within 90 days from the effective date of the change.
- (4) *Spacing.* The minimum spacing requirement between each off-premises advertising sign shall be 1,000 feet from the center of the sign.
- (5) *Size and height.*
  - (a) Such signs shall not measure more than 400 square feet of total sign area or display surface, and the display surface shall not be more than 12 feet in the vertical dimension nor greater than 40 feet in the horizontal. Copy extensions of 120 or less shall not be included in the calculation of total sign display surface area.
  - (b) A single side of a double face or V-type signs shall be regarded as the total display surface for purposes of calculating total sign surface area, provided the sides are separated by not more than 20 feet at any point.
  - (c) The top of the sign shall not exceed 35 feet in height (exclusive of copy extensions) as measured from the surface elevation of the ground or main roadway surface elevation nearest the sign, whichever is highest.
  - (d) The minimum vertical clear distance between the property grade and the bottom of the trim or other frame support shall be not less than 12 feet.
  - (e) All support structure(s) shall be painted in a neutral color to blend with the surrounding area.
- (6) *Setback.*
  - (a) The setback requirements shall be the same as set forth in the CH, IU or I Districts for the front yard, side yard and rear yard setbacks; provided, however, no sign shall be closer than ten feet to a side or rear property line.
  - (b) All off-premises advertising signs shall be set back at least 300 feet from the nearest edge of a zoning boundary which describes property zoned for residential purposes, including the R-6, R-6A, R-6S, R-6N, R-6MH, R-9, R-9S, R-15S, RA-20, OR, CDF, MR and MRS Zoning Districts.
  - (c) No off-premises signs shall be located closer than 100 feet to the intersection of two public streets.
  - (d) All setback requirements as set forth above shall be measured from the extreme outermost edge of the sign as projected upon the ground and measured from this ground point to the nearest property line or nearest zoning district.
- (7) *Construction.*
  - (a) All off-premises advertising signs shall be self-supporting single-pole structures erected on or set into and permanently attached to concrete foundations. The sign's structure, electrical system and other construction elements shall be designed and built according to the North Carolina State Building Code as evidenced by engineering drawings drawn to scale by a licensed engineer or architect. The signs shall be engineered to withstand a wind loading of 36 pounds per square feet.
  - (b) Off-premises advertising signs shall be located and constructed in such a way as to maintain horizontal and vertical clearance of all overhead electrical conductors in accordance with the North Carolina State Building Code and the National Electronic Code as incorporated therein; provided, that in no case shall an outdoor advertising sign be erected with any part closer than ten feet horizontally or vertically from any conductor or public utility guy wire.

(8) *Additional requirements.* The immediate premises shall be kept free from debris or undergrowth. A landscaping plan shall be approved by the Director of Community Development and shall be maintained on the immediate premises by the sign owner. The landscaping shall consist of ground cover, shrubs, trees or other permanent vegetation that will effectively screen the sign's base. For purposes of this article, the "immediate premises" shall be defined as an area surrounding the sign's structural support not less than ten feet in all directions from the base.

(9) *Off-premises signs.* Off-premises signs shall not be included in or count toward the total number of on-premises signs or the total sign surface area allocation calculation for on-premises signs.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 95-29, § 10, passed 3-9-1995; Ord. No. 97-85, §§ 1, 2, passed 8-14-1997; Ord. No. 02-63, § 3, passed 6-13-2002; Ord. No. 06-75, § 1, passed 8-10-2006)

(B) *Exemptions.* Any temporary poster panel off-premises sign may be utilized to advertise a business, establishment, profession, service, event, entertainment, condition or commodity that is located, manufactured, conducted, sold or otherwise offered or provided on the lot of record where the sign is constructed or displayed, provided all of the following:

- (1) Such temporary poster panel off-premises sign(s) are rental signs owned by a third party and leased to others for advertising as part of the third party's bona fide sign rental business;
- (2) Such temporary poster panel off-premises sign(s) are either conforming or legal (existing) nonconforming off-premises signs as regulated by this article; and
- (3) A zoning compliance permit for such use has been reviewed and approved for each separate location. The purpose of this section is to ensure that the subject sign structure and method of display is in compliance with applicable requirements. There is otherwise no limitation on the frequency or duration of any such display provided compliance with all the provisions of this article.

(Ord. No. 02-63, § 4, passed 6-13-2002; Ord. No. 03-78, § 5, passed 8-14-2003)

#### **SEC. 9-4-237 SIGNS THAT ARE NOT PERMITTED UNDER THE PROVISIONS OF THIS ARTICLE.**

Except as otherwise provided, the following signs are not permitted under the provisions of this article:

- (A) Kites or other similar devices;
- (B) Balloons, except as otherwise provided under section 9-4-227(D)(2) of this article;
- (C) Spotlights, except as otherwise provided under section 9-4-233(K)(1) of this article;
- (D) Flags that exceed 100 square feet in surface area which are displayed upon property that contain commercial use;
- (E) Temporary signs other than as specified under section 9-4-227 of this article;
- (F) Signs attached to radio or television towers or poles, including satellite dish transmission or reception devices;
- (G) Signs suspended between two structures or poles and supports by a wire, rope or similar device including banners, except as otherwise provided under section 9-4-233 of this article;
- (H) Roof signs, except as otherwise provided under section 9-4-233(K)(3) of this article;
- (I) Revolving signs;
- (J) Flashing signs, except as otherwise provided under section 9-4-235 of this article;
- (K) Strings or ribbons, tinsel, small flags and other similar devices; and

**Zoning**

(L) Pinwheels, windmills or other similar devices.  
(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 96-73, § 2, passed 8-8-1996; Ord. No. 99-4, § 5, passed 1-14-1999; Ord. No. 99-152, § 2, passed 12-9-1999)

**ARTICLE O. PARKING**

**SEC. 9-4-241 PURPOSE.**

- (A) (1) The purpose of these regulations is to ensure proper and uniform development of public and private parking and loading areas in the city and its extraterritorial areas; to relieve traffic congestion in the streets; and to minimize any detrimental effects of off-street parking areas on adjacent properties.
- (2) The purpose of these regulations is also to improve the visual quality of parking areas by making them more pleasant, attractive, and compatible with the surrounding environment; to ensure safe and efficient operation of parking areas by clearly defining and delineating potential circulation movements of motorists and pedestrians; and to improve air quality and encourage energy conservation by moderating the microclimate of parking lots.

(B) The requirements contained in these regulations shall be considered as minimum standards.

(C) The owner, developer or operator of any existing or proposed use shall evaluate anticipated needs to determine if they are greater than the minimum requirements herein specified.  
(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 2539, § 1, passed 11-12-1992)

**SEC. 9-4-242 OFF-STREET PARKING AND LOADING REQUIRED.**

No permit for new construction, expansion, development, occupancy or related activity shall be issued for any use unless the use is in accordance with the provisions of this article.

**SEC. 9-4-243 EXEMPTIONS.**

The provisions of this article shall not apply to the following uses:

- (A) Nonresidential land uses within the CD District; or
- (B) Any proposed or existing principal use regardless of district which meets all of the following conditions:
  - (1) Existing structure(s) cover 75 or more of the lot on which the existing or proposed use is located;
  - (2) No expansion of any structure is proposed; and
  - (3) The maximum number of off-street parking spaces permitted by conforming site layout are provided on the same lot as the principal use.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 94-156, § 13, passed 12-8-1994)

**SEC. 9-4-244 PARKING PLAN REQUIRED.**

(A) A parking plan which conforms to the provisions of this article shall be submitted to the Director of Community Development for site plan review in accordance with the specific submission standards of the *Land Development Administration Manual* which is incorporated herein by reference.



# **Report on the City of Greenville Sign Regulations**

## Contents:

- Section I. Report Purpose– Page 2
- Section II. Summary of Existing Sign Standards – Page 2
- Section III. Adoption and Amendment History – Page 12
- Section IV. Enforcement – Page 20
- Attachment: Article N of the Zoning Ordinance (Signs)

**Report Developed by the City of Greenville  
Community Development Department - Planning Division  
July 21, 2011**

## **SECTION I – Report Purpose**

The City of Greenville’s standards for regulating signs are located in Article N of the Zoning Ordinance and are typically referred to as the city’s sign regulations. The sign regulations attempt to balance the rights and needs of businesses and other entities to advertise and promote themselves to the public with the need to maintain the aesthetic quality of the community. The purpose of this Report is to provide City Council with an overview of the current sign standards; the history and background related to how they were first developed and have been modified since initial adoption; and how they are enforced.

## **SECTION II – Summary of Existing Sign Standards**

The City of Greenville’s sign regulations are comprehensive in nature. They include minimum standards relative to the construction, type, size, height, number, location, illumination and maintenance of all signs within the city’s planning and zoning jurisdiction. A copy of the full sign regulations (Article N of the Zoning Ordinance) is provided as an attachment to this Report. The purpose of this Section (II) is to provide a general summary of these standards in the form of commonly asked questions.

### **❖ What is a sign?**

A sign is defined as any display device that is visible and is located and designed to attract the attention of persons or to communicate any information to them.

### **❖ What types of on-site signs are permitted for a business in Greenville?**

#### **1. Freestanding Signs**

Freestanding signs are permanent signs that are not attached to or supported by a building. These signs are typically referred to as pole, pylon, or monument signs. Businesses can typically have one or more freestanding signs; the number, height and size of which are determined by the specific zoning district in which they are located and the amount of frontage the business lot has on a public street.

Generally, freestanding signs may be up to twenty-five (25) feet in height in commercial, office and industrial zoning districts and up to fifteen (15) feet in height in medical related zoning districts.

Examples of freestanding signs are provided below:



## 2. Wall Signs

Wall signs are permanent signs that are directly attached to a building wall. All businesses are permitted wall sign(s) on their building up to fifty (50) square feet in area. Businesses may be eligible for additional wall signage (additional square feet) determined by the width of the building's façade facing a public street or shared parking area.

Examples of wall signs are provided below:



## 3. Flags

Businesses may have flags with or without commercial messages so long as they do not exceed one-hundred (100) square feet in area (no permit required / no limitation on time).

An example of flags with a commercial message is provided below:



#### 4. Temporary Signs

- Each lot may have one temporary sign not exceeding six (6) square feet (no permit required / no limitation on time).
- Businesses are permitted a variety of signs (with no maximum number or area) associated with a Grand Opening. Such a Grand Opening event may last up to ten (10) days and must commence no later than sixty (60) days following any occupancy for use.

Examples of temporary signs for businesses are provided below:



#### ❖ What types of signs are permitted for a church?

- Churches are permitted wall signs the same as businesses.
- They have specific standards for freestanding signs. These standards generally limit the area of such a sign to thirty-six (36) square feet. When more than one (1) freestanding sign is permitted, a single seventy-two (72) square foot sign is permitted so long as it does not exceed ten (10) feet in height.
- They may have off-site directional signs so long as they do not exceed three (3) square feet in area; six (6) feet in height; and are located on private property.

Examples of signs for churches are provided below:



❖ **What types of signs are permitted for subdivisions and multi-family developments?**

They are permitted two (2) freestanding identification signs per entrance. Such signs are limited to fifty (50) square feet in area each and ten (10) feet in height.

Examples of subdivision and multi-family development entrance signs are provided below:



❖ **What types of signs are permitted for non-profit and governmental organizations?**

- They are permitted the same on-site signs as businesses.
- They are permitted not more than one (1) on-site and three (3) off-site temporary signs in conjunction with a special event. These temporary signs, which may include banners, must be on private property with the permission of the property owner. They may not exceed thirty (30) square feet in area per sign, may not be erected more than seven (7) days and the maximum frequency of any special event shall be one (1) occurrence within any twelve (12) month period. Such signs do require zoning compliance permits.

❖ **Are there special standards for signs in the Uptown Greenville area?**

Much of the area referred to as Uptown Greenville is located in the CD (Downtown Commercial) zoning district. This district does have specific sign standards recognizing the unique character of the area. These standards include wall and freestanding signs being limited to fifty (50) square feet in area and freestanding signs being limited to ten (10) feet in height.

❖ **How are real estate signs regulated?**

Real estate signs are considered temporary signs include both “for sale” and “lease occupancy advertising”. Such signs may be up to twelve (12) square feet in area within any residential zoning district and up to fifty (50) square feet in area within any nonresidential zoning district and multifamily development with more than twenty (20) units. The signs must be removed within fourteen (14) days of the property being sold or leased.

Examples of real estate signs are provided below:



### **When can banners be legally used?**

- Banners may be used in conjunction with a business grand opening.
- Banners are permitted to be used by non-profit and governmental organizations.
- Banners or any other signs made out of non-self-supporting materials may be used as legal wall signs when they are attached to the building subject to the following:

They must be permanently affixed to the building by a method approved by the Building Inspector, and the display (sign face) shall be enclosed and/or attached by a two-inch or wider raised frame that supports the sign face; or within a two-inch or wider raised sign cabinet specifically designed for support of the sign.

- Banners erected or used in any other way are considered illegal.

### **❖ How are billboards regulated?**

Billboards are considered off-premise advertising signs and are only permitted in three (3) zoning districts (CH, IU and I). They must be located at least one-thousand (1,000) feet from another off-premise advertising sign and are limited to four hundred (400) square feet in area and thirty-five (35) feet in height.



Examples of off-premise advertising signs (billboards) are provided below:



❖ **What are the standards for electronic signs?**

Electronic signs may be used as permanent wall or freestanding signs. Such signs may not include flashing, intermittent lights, or lights of changing degree of intensity or color. The sign's face copy (message) may not be changed more than one time in any sixty (60) minute period.

An example of an electronic sign is provided below:



❖ **What are nonconforming signs?**

Signs are nonconforming (sometimes called grandfathered) if they were legally permitted when they were constructed, but because of amendments to the sign regulations they no longer meet the city's requirements. These signs may be allowed to remain provided the signs are not enlarged or materially altered.

❖ **Are there maintenance requirements for signs?**

Signs must be maintained in a safe and aesthetic manner. Standards are provided that require any sign with specified maintenance issues to be repaired or removed within thirty (30) days.

❖ **What types of signs are not permitted?**

1. Kites and similar devices;
2. Ballons that do not meet specific standards;
3. Spotlights (except for defined on-site special events);
4. Flags that exceed 100 square feet in area and are displayed on a property with a commercial use;
5. Any temporary sign not expressly permitted;
6. Signs attached to radio or television towers or poles;
7. Signs suspended between two structures or poles and supported by a wire, rope or similar device including banners (except as permitted for non-profit and governmental organizations);
8. Roof signs;
9. Revolving signs;
10. Flashing signs;
11. Strings or ribbons, tinsel, small flags and similar devices; and
12. Pinwheels, windmills or other similar devices.

**Note:** These items identified above as prohibited are permitted for grand openings.

Examples of signs not permitted are provided below:



## **SECTION III – Adoption and Amendment History**

### **ADOPTION SUMMARY**

- Prior to 1986 the City had few standards regulating the number, location and size of on-premise signs. The pre 1986 on-premise sign regulations could be summarized as follows: freestanding signs over 5' in height must be setback not less than 10' from the street right-of-way; freestanding signs limited to 35' in height. There was no limit on the number or size of on-premise wall, freestanding or temporary signs.
- In the 1960's the City adopted minimum off-premise (billboard) sign standards. Standards included: 100' spacing from residential uses and street intersections; 300' radius spacing between billboards; copy area limited to 750 sq. ft. per sign face.
- Prior to 1972, the City did not exercise zoning outside the city limits and the County had no sign regulations. As such, there were no sign requirements outside the city limits. As the city limits expanded over time the City assumed control over the County authorized signs within the City's zoning jurisdiction – few of which complied with the City's previous (1960's) requirements. The County authorized signs were allowed to remain, in most cases as non-conforming situations or uses.
- In 1979 the City adopted a revised billboard ordinance. The new standards increased the spacing requirement between billboards from 300' to 1,000' for signs located on the same side of the street, established a 600' minimum radius spacing in all directions and decreased the maximum copy area size from 750 sq. ft. to 550 sq. ft. per sign face. Existing signs, which did not meet these requirements, were allowed to remain as non-conforming uses.
- Over the years many of the non-conforming billboards have been upgraded and repaired giving them a much younger physical appearance than the originally located signs. This upgrade and repair has been permitted by the code.
- In May of 1986, as part of the Medical District Plan preparation, a specialized on-premise sign ordinance was prepared for the hospital area. At the direction of the Planning and Zoning Commission the standards were expanded to cover the entire city and updated billboard standards were requested. The Commission felt aesthetic standards should benefit the entire community and not just an isolated area. This citywide equal treatment concept is the basic principle of the current sign regulations.

- The current sign standards are essentially the same in all non-residential zoning districts, the exception being a reduced height allowance for freestanding signs in the medical and central business districts. This equal treatment concept was determined as the most equitable and manageable method available and the business community and citizens have generally supported this approach over the past 25 years.
- The Planning and Zoning Commission considered the 1986 sign ordinance draft at three consecutive regular meetings and one special call meeting.
- In the interim, Planning Staff held two meetings – one with the sign companies and one with the business community and interested citizens. A compromise ordinance was prepared as a result of these meetings.
- Early in this process City Council elected to impose a temporary moratorium on the issuance of all sign permits pending adoption of the new regulations.
- Through this process the Chamber of Commerce, Environmental Advisory Commission, Community Appearance Commission, local environmental and citizens groups, the sign companies, the business community and numerous interested persons were provided every opportunity to comment on the proposals and offer suggestions.
- In conjunction with the Planning and Zoning Commission's final recommended draft, separate drafts from the Chamber of Commerce, the Environmental Advisory Commission, the Sierra Club as well as staff's original proposal were all forwarded to City Council for comparison.
- City Council reviewed the proposals at four consecutive regular meetings and at three special call meetings.
- The special call meetings included a section-by-section, line-by-line discussion of the Planning and Zoning Commission recommendation, comparison of recommended options from the interest groups noted above, a slide presentation of approximately 50 sign examples and a two hour City Council bus tour of all areas of the city. During the bus tour staff explained the effect of the proposals in detail as they might apply to specific sites and signs.

- All meetings were well attended by the public and discussion was contentious on both sides of this issue.
- The ordinance was ultimately adopted in November of 1986, following nine months of study and continuous debate and has resulted in a compromise between business and community character interests.
- The new (current) ordinance increased the spacing requirement between billboards and residential uses/zones from 100' to 300'; increased the spacing requirement between billboards from 1,000' on the same side of the street and 600' minimum radius spacing to 1,000' in all directions; reduced the copy size from 550 sq. ft. to 400 sq. ft. per sign face, and restricted billboard location to the Heavy Commercial (CH) and Industrial (IU, I) districts.
- Additionally, the billboards which did not meet all of the new requirements had to be brought into compliance within five and one-half years from the date of ordinance adoption. This is referred to as an amortization provision. The five and one-half years expired in May 1992 and 37 billboards were subsequently removed as a result.
- In accordance with judicially recognized compensation alternatives, the City optioned to allow non-conforming billboards to remain in use for this five and one-half year period.
- This amortization option was based in part on a compromise between the billboard industry representatives and the City. The City agreed to adopt a more flexible regulation – allowed signs in more zones (i.e. heavy commercial and industrial); less spacing between signs (i.e. 1,000' as opposed to 2,000'); greater surface area (i.e. 400 sq. ft. as opposed to 200 sq. ft.), etc., in consideration of the removal of a significant number of the non-conforming billboards.
- All legal non-conforming billboards located adjacent to Federal Aid Highways – portions of Greenville Boulevard, Memorial Drive, US 264, etc, could not be removed under this amortization provision due to federal law.
- The right to utilize non-conforming on-premise temporary signs was also phased-out over a six-month period using this same amortization method. The six-months expired in June 1987 and 60 or more trailer signs (characterized by overhead arrows and flashing lights) were subsequently removed as well as a significant number of

other temporary displays. Today, trailer signs are only permitted as part of a 10 day grand opening event and temporary signs are limited to 1 per lot and six sq. ft. in size.

- Non-conforming on-premise wall and freestanding signs were allowed to remain, however strict limitations on expansion and change of copy have resulted in the voluntary removal of many non-compliant signs through natural attrition due to change in use or occupant, business name and logo changes, and site (facility) upgrades.
- Since the adoption of the sign ordinance rewrite in 1986 there have been 26 amendments to the regulations. All but one of these amendments has been consistent with the original philosophy or intent of the 1986 code. Thirteen (13) of the amendments were proposed by a Department or Board/Commission of the City. Most amendments were for operational and/or clarification purposes.
- The first and most significant substantive amendment occurred in 1999. This amendment (Ord. # 99-4), proposed by the Pitt County Auto Dealers Group, reintroduced several categories of previously banned temporary signs including banners, balloons, pennants, spotlights, flags with logos and roof mounted inflatable displays.
- A related subsequent amendment (following a six-month trial period) returned the banner options (created by Ord. # 99-4) to prohibited status. Today, banners are only permitted as part of a 10-day grand opening event or as part of a seven-day (Secretary of State) certified non-profit organization event.
- In 2002, there were two amendments to the sign regulations. First, the off-premise sign regulations were changed to allow point-of-sale (on-premise) advertising on “billboards”. The second change specified the requirements and allowed frequency of sign copy change (one change allowed per hour). The change of copy requirements specifically pertain to electronic and/or mechanical (roll) type reader boards.
- In August of 2003, the non-conforming sign standards were changed to allow the replacement of off-premise signs which are non-conforming due to inadequate spacing (1,000 foot radius encroachment), provided that there are not any non-conforming situations increased or created, and the replacement sign complies with zone location requirements and sign height/dimension standards.

- In 2005, City Council adopted an amendment concerning permit requirements for roof mounted inflatable balloons and to limit free floating balloons to 125-feet in height, 20-feet in dimension, require a 25-foot clear fall zone, and to subject other temporary signs to the standards applicable to permanent signs including height and setback.
- In 2006 an ordinance was adopted which requires that abandoned signage be removed 12-months after the associated use is vacated.
- Also in 2006, City Council adopted an amendment to include a new definition of “banner” and “flag”, and to amend the definition and standards for “wall sign” and “freestanding sign” to include a raised two-inch frame for flex-face signs, and to amend the requirements for temporary real estate signs size and height (now 50 sq. ft. for large multi-family developments).
- A complete list of all sign ordinance related amendments (1986 to date) is set out below.

**AMENDMENT HISTORY - November 1986 to June 2011**

| Date | Petitioner | Description   | Ordinance |
|------|------------|---|-----------|
| 1986 | P&CD       | Amend Zoning Ord. Article VIII, Entitled " <b>Signs</b> " (Complete rewrite)  | 1667      |
| 1988 | P&CD       | Amend Section 32-109.13.D of the Zoning Ordinance to allow one (1) <b>menu reader board</b> per each restaurant drive-through facility                                    | 1928      |
| 1989 | P&CD       | Amending Zoning Ord. Re: <b>Wall sign</b> provision to allow signs on all walls provided compliance with maximum area allowance and coverage                              | 1966      |
| 1989 | P&CD       | Amend Sec. 32-109-11(c) of the Zoning Ord. Regarding number of <b>free-standing signs</b> permitted within "Planned Center" to eliminate the unified development penalty. | 2045      |
| 1995 | P&CD       | Amend the sign regulations to include provisions for " <b>Open door and/or open window signs</b> ".   | 95-53     |



|      |   |   |                    |
|------|---|---|--------------------|
| 1995 | P&CD  | Amend the sign regulations; including the clarified method of <b>calculating allowable wall signage</b>   | 95-61              |
| 1995 | P&CD  | Amend the <b>sign regulations</b> to allow alteration of freestanding signs which are nonconforming due (only) to encroachment into the public street setback area.   | 95-137             |
| 1996 | P&CD  | Amend the sign regulations to include clarified <b>"Grand opening" sign</b> standards.  | 96-29              |
| 1996 | Red Oak Christian Church  | Amend the <b>"church" freestanding identification sign</b> regulations to allow an option to erect one 72 sq. ft. sign in lieu of two 36 sq. ft. signs on lots having 300 or more feet of frontage.   | 96-35              |
| 1996 | P&CD  | Amendment to the sign regulations to permit <b>temporary off-premise special event signage</b> , including banners, for nonprofit and governmental organizations.   | 96-73              |
| 1996 | P&CD  | Amend the <b>church freestanding sign requirements</b> to allow large lot option signs up to ten (10) feet in height within residential districts.  | 96-79              |
| 1996 | Saint Peter's Catholic Church   | Amend the <b>church wall sign requirements</b> to allow signage based on building frontage in accordance with the general sign standards for nonresidential uses.   | 96-91              |
| 1997 | P&CD  | Amend the subdivision directory sign standards to allow increased height and display area for industrial subdivisions.  | 97-64<br>(6/12/97) |
| 1998 | P&CD  | Amend the wall sign standards to allow wall sign support structures and wall signs (combined) to project up to three (3) feet from the building face provided the width of the sign (excluding supports) perpendicular to the wall is not more than one (1) foot. | 98-34<br>(3/12/98) |
| 1998 | Pitt County Auto Dealer Group (J R Philips, Craig Goess, Steve Grant) | Amend the sign regulations to allow balloons, pennants, banners, spotlights and flags with logos.   | 99-4<br>(1/14/99)  |

|      |   |  |                     |
|------|---|--|---------------------|
| 1999 | Taco Bell (Tom McLean)  | Amend the sign regulations to increase the restaurant drive-thru menu reader board from 20 square feet to 42 square feet. Maximum height increased from 6 feet to 8 feet.  | 99-38<br>(4/8/99)   |
| 1999 | P&CD (per council directive following 6 mo. report on the status of ordinance 99-4) | Amend the sign regulations by deleting banners as a temporary sign option excepting grand opening events and nonprofit organization events.  | 99-152<br>(12/9/99) |
| 2002 | Conrad Paysour for Craig Goess (Toyota of Greenville)                               | Amend the off-premise sign regulations to allow point-of-sale (on-premise) advertising on "billboards". Creates a new definition for both permanent panel and temporary poster panel off-premise signs.  | 02-63<br>(6/13/02)  |
| 2002 | P&CD  | Amend the sign regulations to specify the requirements and frequency of sign copy change allowed; specifically electronic and/or mechanical (roll) type reader boards.   | 02-94<br>(9/12/02)  |
| 2003 | Fairway Sign Co. (Todd Allen) Raleigh – ph# 919-755-1900                            | Amend the nonconforming sign standards to allow replacement of off-premises signs, which are nonconforming due to inadequate spacing (1000' radius encroachment), provided no nonconforming situations are increased or created and the replacement sign complies with zone location requirements and sign height/dimension standards. | 03-78<br>(8/14/03)  |
| 2005 | P&CD  | Amend the sign regulations, signs not requiring permits and roof mounted inflatable balloons, to limit free floating balloons to 125 feet in height, 20 foot in dimension and to require a 25 foot clear fall zone and to subject other temporary signs to the standards applicable to permanent signs including height and setback.   | 05-15<br>(3/10/05)  |
| 2006 | P&CD (Per direction of the City Manager)  | Amend the sign regulations to require removal of abandoned signs. Twelve (12) month trigger.   | 06-35<br>(4/13/06)  |
|      |   |  |                     |

|      |   |  |                    |
|------|---|--|--------------------|
| 2006 | CDD (Planning) at the request of Council Member Ray Craft                     | Amend the sign regulation to include a definition of “banner” and “flag”, and to amend the definition and standards for “wall signs” and “freestanding signs” to include a raised (2”) frame for flex-face signs, and to amend the requirements for temporary real estate signs-size (50 sq ft. for large multi-family developments) and height. | 06-76<br>(8/10/06) |
| 2009 | Place Properties  | Amend the sign regulations to allow wall signs for multi-family development in the CD district.  | 09-17<br>(3/5/09)  |
| 2010 | CDD (Urban Development/Planning) - initiated by the Redevelopment Commission) | Amend the sign regulation to allow extended projection wall signs in the CD district.  | 10-44<br>(5/13/10) |
| 2011 | Cheddar’s Restaurant  | Amend the sign regulation to allow wall signs on top of decorative roof structures (i.e. canopies and awnings) with specified restrictions.  | 11-22<br>(5/12/11) |

## **SECTION IV – Enforcement**

The city exercises zoning within both the city limits and within an extraterritorial zoning jurisdiction (ETJ), which collectively encompass 66.64 square miles. Within the city's jurisdictional area there are approximately 4,000 (total) commercial, industrial, office and service establishments and multifamily residential complexes, most of which utilize individual and/or joint (planned center) sign displays. Between January, 1991 and December, 2010, a period of 20 years, the Planning Division issued 4,569 zoning compliance permits (avg. 228 per year) for permanent wall and/or freestanding signs, including new development locations, and replacement sign faces and/or structures at existing establishments.

Responsibility for enforcing the sign regulations is currently divided between the Police Department's Code Enforcement Division and the Community Development Department's Planning Division. The Code Enforcement Division is responsible for enforcing the standards applicable to permit-exempt (temporary) signs. The Planning Division is responsible for enforcing the standards applicable to permit-dependent (permanent) signs and vehicle mounted displays. The vast majority of all sign ordinance violations are related to temporary signs including banners, flags and multiple small signs displayed on-site and/or in public rights-of-way.

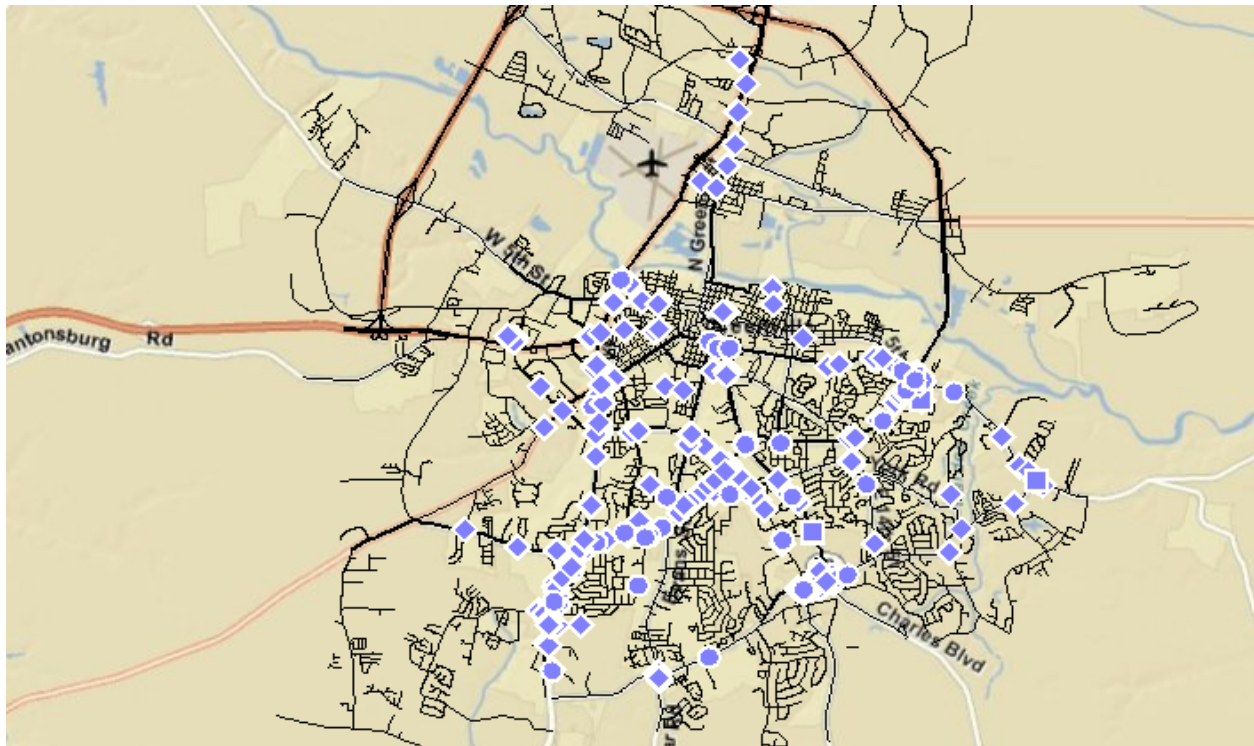
Staff recognizes that education is the most effective compliance tool. To this end, the Planning Division has developed general sign information, including wall and freestanding sign standards and permit application requirements, for distribution to commercial establishment privilege license applicants, business operators and the general public. The Code Enforcement Division has developed a temporary sign brochure for field distribution. This brochure describes the various types of temporary signs and their regulation including small advertising signs (six or less sq. ft.), real estate signs, election signs, flags, banners, balloons and the like.

A violation of the zoning ordinance, sign regulations included, is subject to civil citation as follows:

- \$50 for the first violation;

- \$100 for the second violation occurring within a 12-month period;
- \$250 for each subsequent violation within the original 12-month period  
(Each day a violation continues constitutes a separate offense.)

The Code Enforcement Division logs temporary sign enforcement cases into the Mobile 311 system (this system has been in place since March 12, 2010) and the related enforcement location data may be displayed using the City’s Geographic Information System (GIS). The map below is intended to illustrate the geographic distribution of enforcement actions over a one-year period beginning on July 1, 2010 and ending on June 30, 2011.



Sign Enforcement Summary for the period July 1, 2010 – June 30, 2011

1. Enforcement activities related to permit-exempt temporary signage (banners, flags, multiple small signs etc.): **293** (includes abatement notices and citations)

\*Source: Police Department’s Code Enforcement Division

2. Enforcement activities related to permit-dependent permanent signage:  
**16** (includes abatement notices and citations)

\*Source: Community Development Department, Planning Division

Notes:

- (1) Code Enforcement Officers may immediately remove without notice any sign located within the street right-of-way or which constitutes an immediate public hazard.
- (2) Zoning enforcement actions may be appealed to the Board of Adjustment.

# TEMPORARY SIGNS BROCHURE:



## The Purpose

This pamphlet is a user friendly tool to answer many of the questions asked staff about temporary signs in the City of Greenville. Many of the questions answered within this pamphlet include the following:

1. What are temporary signs?
2. What are exempt signs?
3. What are the square footage regulations for real estate signs?
4. What signs do not require a building permit or zoning approval?
5. Are temporary signs entitled to a legally nonconforming status?
6. What are the prohibited signs and the exceptions?
7. What special event signs are allowed and time limits?
8. What are the square footage coverage limits for windows and doors?
9. Are flags allowed?

*Let's all team up and work together in partnership to keep our community safe and clean!*



### Contact Information

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201 West 5<sup>th</sup> Street, Second Floor  
Greenville, NC 27834

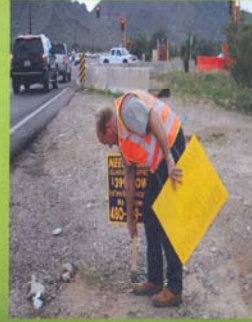
Phone: 252-329-4110  
Fax: 329-4231

www.greenvillenc.gov



City of Greenville  
Police Department

## Code Enforcement Division's Guide to Understanding



## Temporary Signs

## The City of Greenville Guide to Understanding Temporary Signs

### Definitions

[Sec 9-4-222]

**Temporary Sign:** Any portable advertising sign which attracts the public attention to an event or specific products sold. Such signs include the following:

- Signs made of paper, cloth, polyethylene film.
- Signs not permanently affixed to the ground or building surface as approved by the building inspector.
- Trailer signs
- Balloons exception 9-4-227
- Portable signs
- Banners, flags and other similar materials

### No Permits required (Exempt Signs):

[Sec 9-4-227]

- a. Residential signs- noncommercial  
Purpose, e.g. address or identification **3 sq. ft.** limit.
- b. Memorial plaques
- c. On-premises signs with a governmental purpose
- d. On premises governmental or nonprofit balloons, flags, insignia
- e. Architectural features of a bldg.
- f. Directional signs on property, e.g. signs for restroom, exits, parking  
**3 sq. ft.** limit
- g. Signs permanently attached to a licensed motor vehicle.

### Exempt signs cont'd

#### h. Certain temporary signs

- Election signs
- Holiday signs remove **10 days** after event
- Construction identification signs
- Interior bldg signs with no more than **25% coverage of windows or doors.** Painted signs are not temporary.
- **Temporary non illuminated real estate signs** provided:
  - **12 sq. ft. area limit residential zones**
  - **50 sq. ft. area limit commercial**
- Other temporary (commercial) signs
- Not more than one sign per lot
- **6 sq. ft.** area limit
- Only applicable to commercial zones

#### Special provisions for certain signs

[Sec 9-4-233]

#### k. Temporary on-premises special event Spotlights and Roof Mounted Inflated Balloons:

- **Restrictions for spotlights**
  - a. No more than one spotlight per lot.
  - Two (2) consecutive day limit
  - Display limited to 20 days in one year
- **Roof mounted Inflatable balloons**
  - Restrictions same as spotlights

### Signs Not Allowed (Prohibited Signs)

[Sec 9-4-237]

- a. Kites
- b. Balloons except as described.
- c. Spotlights except as described.
- d. **Flags exceeding 100sq ft commercial use**
- e. Temporary signs except as described
- f. Attached signs to radio/TV towers or poles
- g. Suspended signs between two structures or poles
- h. Roof signs except as described.
- i. Revolving signs
- j. Flashing signs except time and temperature
- k. Strings, ribbons, tinsels, small flags
- l. Pinwheels, windmills, or other devices

### Nonconforming Signs. [Section 9-4-225]

(f) All temporary signs existing on the effective date (November 13, 1986) of this article which do not conform to the requirements... shall be removed...



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Funding for Sheppard Memorial Library

**Explanation:** Sheppard Memorial Library in March 2011 requested 2011-2012 City funding of \$1,157,666 for operations and \$50,320 for a capital project to replace a section of the main library roof. The funding request presented to Pitt County was \$578,833 for operations and \$25,160 for the roof replacement.

During the City Council meeting on June 9, 2011, Library Director Greg Needham notified Council Members that the approved 2011-2012 Pitt County budget provides \$549,683 in operating revenues for Sheppard Memorial Library. Based on the past two-thirds/one-third formula, the City's contribution would be \$1,099,366. Director Needham further noted that Pitt County had also approved \$25,160 representing one-third of the cost for the roof replacement capital outlay project. The total Pitt County appropriation is thus \$574,843.

In order to offset some of the reduction from the proposed budget in Pitt County revenues and the corresponding reduction in the City appropriation, the City Council approved, contingent on concurrence by Pitt County, the following library funding plan for 2011-2012: (1) City paying the full cost of the roof project (\$75,480); (2) Pitt County's total contribution of \$574,843 (\$549,683 operating + \$25,160 capital) being considered as all operating; and (3) the City then providing an operating contribution of \$1,149,686 based on the two-thirds/one-third formula. Under this proposal, the total Pitt County share would not change from the amount included in the approved budget, but the City total appropriation would increase by \$75,480.

The County was notified of the City's funding proposal by letter from the City Manager to the County Manager on June 14, 2011. The County Manager presented the proposal to the County Commission on July 11, 2011. The County Commission did not accept the City proposal and confirmed that the adopted County budget that reflects \$549,683 for the County's one-third share of operating dollars should remain as adopted. The capital dollars should not be added to this to bring it to a larger amount. The County Commission's decision



was based on the fact that all agencies of Pitt County experienced funding cuts for 2011-2012. By transferring the capital dollars to operating, the Library would in effect have an increase in funding. Also, there would be implications for 2012-2013 in terms of maintaining this increased level of funding.

In order to maintain the established two-thirds/one-third funding formula and to correspond with the County funding decision, the City Council would need to amend the City budget to provide \$1,099,366 in operating funds and \$50,320 in capital project funds.

Based on the July 11, 2011 action by the County Commission, the Library Board on July 20, 2011 approved an updated Library budget reflecting the reduced appropriations from both the County and the City. A copy of the revised Library budget is attached. Library Director Greg Needham will be in attendance at the August 8, 2011 City Council meeting to answer any questions that you may have about the Library budget.

**Fiscal Note:**

The approved 2011-2012 City budget contains an appropriation of \$1,149,686 in operating funds and a capital project appropriation of \$75,480 for Sheppard Memorial Library. To match Pitt County funding, the appropriations would need to be reduced to \$1,099,366 operating and \$50,320 capital. The total reduction of \$75,480 would be available for re-appropriation.

**Recommendation:**

Amend the 2011-2012 City budget to provide \$1,099,366 in operating and \$50,320 in capital funds for Sheppard Memorial Library, and transfer \$75,480 from Library funding to the General Fund contingency.

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Attachments / click to download

 [Revised Library Budget](#)

**Sheppard Memorial Library  
Budget Proposal for  
Fiscal 2011 - 2012**

|                              | <b>2009 - 2010<br/>ACTUAL</b> | <b>2010 - 2011<br/>BUDGET</b> | <b>Original Library<br/>Board Approved<br/>2011 - 2012<br/>BUDGET</b> | <b>Reduced/<br/>Adapted<br/>2011 - 2012<br/>BUDGET</b> |
|------------------------------|-------------------------------|-------------------------------|---|--|
| <b>REVENUES</b>              |                               |                               |   |  |
| City of Greenville           | 1,100,392.00                  | 1,116,388.00                  | 1,207,986.00  | 1,099,366.00   |
| Town of Winterville          | 131,050.00                    | 135,375.00                    | 139,437.00  | 139,437.00   |
| Town of Bethel               | 26,805.00                     | 27,689.00                     | 28,520.00   | 27,984.00  |
| State Aid                    | 197,831.00                    | 202,448.00                    | 202,448.00  | 179,853.00   |
| G'ville Housing Authority    | 10,692.00                     | 10,692.00                     | 10,692.00   | 10,692.00  |
| County of Pitt               | 550,196.00                    | 558,194.00                    | 603,993.00  | 549,683.00   |
| Interest Income              | 11,793.70                     | 10,680.00                     | 5,000.00  | 5,000.00   |
| Desk & Copy Receipts         | 121,835.77                    | 119,281.00                    | 121,667.00  | 114,495.00   |
| Miscellaneous Income         | 39,251.58                     | 46,180.00                     | 47,216.00   | 36,606.00  |
| Federal LSTA Grant           | 100,000.00                    | 24,720.00                     | 25,000.00   | 25,000.00  |
| Smart Start Grant            | 0.00                          | 0.00                          | 0.00  | 0.00   |
| Capital Projects             | 0.00                          | 0.00                          | 0.00  | 75,480.00  |
| Fund Balance                 | 0.00                          | 122,367.00                    | 77,414.00   | 91,409.00  |
| <b>TOTAL REVENUES</b>        | <b>2,289,847.05</b>           | <b>2,374,014.00</b>           | <b>2,469,373.00</b>   | <b>2,355,005.00</b>                                    |
| <b>EXPENDITURES</b>          |                               |                               |   |  |
| Salaries                     | 1,113,887.49                  | 1,149,540.00                  | 1,172,173.00  | 1,121,788.00   |
| FICA Tax (Social Security)   | 82,815.71                     | 88,346.00                     | 89,672.00   | 85,817.00  |
| Retirement                   | 47,012.11                     | 62,668.00                     | 62,800.00   | 67,207.00  |
| Hospitalization/Dental/Life  | 148,548.94                    | 180,178.00                    | 184,352.00  | 169,551.00   |
| 401(k) Employer Contrib.     | 27,868.00                     | 29,120.00                     | 30,400.00   | 30,360.00  |
| Worker's Compensation        | 742.00                        | 780.00                        | 795.00  | 795.00   |
| <b>Personnel Subtotal</b>    | <b>1,420,874.25</b>           | <b>1,510,632.00</b>           | <b>1,540,192.00</b>   | <b>1,475,518.00</b>                                    |
| Telephone & Cable Expense    | 7,099.81                      | 8,000.00                      | 8,160.00  | 9,075.00   |
| Postage                      | 7,858.90                      | 9,000.00                      | 9,000.00  | 9,000.00   |
| Utilities                    | 169,371.10                    | 171,000.00                    | 200,550.00  | 171,104.00   |
| Conference & Travel Exp.     | 4,614.04                      | 7,000.00                      | 7,000.00  | 3,500.00   |
| Building Maintenance         | 99,353.97                     | 117,860.00                    | 167,338.00  | 96,000.00  |
| Equipment Maintenance        | 31,417.77                     | 52,750.00                     | 53,805.00   | 58,564.00  |
| Fuel/Vehicle Maintenance     | 10,823.88                     | 12,735.00                     | 12,990.00   | 12,990.00  |
| Office Supplies              | 76,420.62                     | 84,625.00                     | 91,418.00   | 85,000.00  |
| Business Serices             | 16,748.10                     | 20,253.00                     | 20,659.00   | 22,000.00  |
| Periodicals                  | 27,516.62                     | 30,000.00                     | 27,540.00   | 27,540.00  |
| Books & Bindery              | 169,890.95                    | 215,831.00                    | 217,989.00  | 188,034.00   |
| Audio Visual                 | 30,902.58                     | 38,220.00                     | 42,045.00   | 62,915.00  |
| Vehicle/Liab. Insurance      | 16,884.00                     | 17,566.00                     | 17,917.00   | 18,093.00  |
| Miscellaneous Expense        | 10,158.77                     | 4,453.00                      | 10,662.00   | 4,500.00   |
| <b>Operations Subtotal</b>   | <b>679,061.11</b>             | <b>789,293.00</b>             | <b>887,073.00</b>   | <b>768,315.00</b>                                      |
| Greenville Housing Authority | 9,830.25                      | 10,692.00                     | 10,692.00   | 10,692.00  |
| Capital Expense              | 0.00                          | 32,497.00                     | 0.00  | 75,480.00  |
| Grants                       | 125,000.00                    | 30,900.00                     | 31,416.00   | 25,000.00  |
| <b>TOTAL EXPENDITURES</b>    | <b>2,234,765.61</b>           | <b>2,374,014.00</b>           | <b>2,469,373.00</b>   | <b>2,355,005.00</b>                                    |



# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** One-Stop voting for 2011 municipal election

**Explanation:** The agreement between the City and the Pitt County Board of Elections provides for two One-Stop voting sites to be in operation, and stipulates a municipality may request, at their own expense, an additional One-Stop site located within their jurisdiction, subject to approval by the Board of Elections.

Upon inquiry from the Board of Elections Director Dave Davis, the City Council voted at its February 10, 2011 to request a cost estimate for an additional One-Stop voting site at the Municipal Building or other appropriate site to operate on a comparable schedule to that of the 2009 municipal election.

Mr. Davis has estimated expenses of an additional One-Stop site to be between \$2,271.42 and \$2,594.37, depending upon the hours of operation desired. Proposed dates of operation are Monday, October 31, 2011 through Saturday, November 5, 2011, with Saturday being a half day.

The Board of Elections plans to adopt the 2011 One-Stop Plan at their August 16, 2011 meeting, and requests a final decision from the City prior to that date.

Mr. Davis has further indicated that the Board of Elections has determined the Municipal Building is too small to serve as a One-Stop site and would, instead, host the additional site in the PATS Conference Room behind the County Office Building at 1717 West 5th Street.

**Fiscal Note:** The cost to host an additional One-Stop voting site is estimated to be between \$2,271.42 and \$2,594.37. Funds are available in the 2011-2012 budget.

**Recommendation:** Discuss One-Stop voting and determine whether the City will request an additional site to be opened at the PATS Conference Room behind the County Office Building at 1717 West 5th Street. If the decision is to open the additional

site, determine if preferred Monday through Friday operating hours are 8:00 am to 5:00 pm or 11:00 am to 7:00 pm.

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**Attachments / click to download**

 [Request for Final Decision](#)

 [Background Info](#)

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## Carol Barwick

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**From:** Davis, David [dpdavis@pittcountync.gov]  
**Sent:** Tuesday, August 02, 2011 11:37 AM  
**To:** Carol Barwick  
**Subject:** Greenville One-Stop

The estimated expenses for Greenville's additional One-Stop site is \$2,594.37. This estimate is based on dates and hours of operation consisting of:

Monday, October 31 - Friday, November 4 ---- 8:00 am - 5:00 pm  
Saturday, November 5 ---- 8:00 am - 1:00 pm

If the hours of operation were adjusted as shown below the estimated expense would be \$2,271.42:

Monday, October 31 - Friday, November 4 ---- 11:00 am - 7:00 pm  
Saturday, November 5 ---- 8:00 am - 1:00 pm

The site will be located in the PATS Conference Room behind the County Office Building (1717 W. 5th St.). It was determined during the 2009 election that the area inside the Greenville Municipal Building, where voting was located, was too small to serve as a One-Stop site in the future. Additionally, the Board of Elections desires to establish a consistent One-Stop site plan to ensure voters are familiar with the location of sites during each election. To reach this goal the Board has focused on the following sites: Pitt County Agricultural Center, Pitt County Office Building (PATS Conference Room), Center at Alice F. Keene Park (Community Schools Building), and the Winterville Fire Station Community Room. Additional sites may be recommended; however, per NC statute 163-227.2(g) the Pitt County Board of Elections retains authority for selecting and approving said sites.

The Board of Elections plans to adopt the 2011 One-Stop Plan at their August 16th meeting. A final decision from the City of Greenville will be needed prior to this meeting.

Thanks,  
Dave Davis  
Director of Elections  
Pitt County Board of Elections  
[www.pittcountync.gov/depts/elections](http://www.pittcountync.gov/depts/elections)  
PO Box 56, Greenville NC 27835  
(252) 902-3301



David P. Conradt, Chair

Patrick M. Nelson, Secretary

David P. Davis, Director

Lisa A. Taylor, Member

**To: Pitt County Municipalities**  
**From: Dave Davis**  
**Date: January 6, 2011**  
**Re: One-Stop Sites for 2011**

As budget preparation time approaches we must begin planning for costs related to the upcoming November 8<sup>th</sup> election. Most costs are standard and can be estimated based on previous elections. However, one aspect related to election costs is the number of One-Stop sites. Per paragraph six of the 2009 municipal agreement two sites will be in operation from October 20<sup>th</sup> through November 5<sup>th</sup> with the costs being shared among all ten municipalities. These sites are located at the Pitt County Agricultural Center and the Center at Alice F. Keene Park (formerly Community Schools Building). Each municipality also has the option to "host" an additional One-Stop site provided that the requesting municipality is responsible for the entire cost of said site.

In order to prepare an accurate estimate of your municipality's election expenses please notify our office if your municipality has a desire to host a One-Stop site for the 2011 election. Pursuant to paragraph two of the 2009 municipal agreement we ask that you notify us by March 1<sup>st</sup>. In turn, we will provide an estimate of your municipality's election expenses by March 15<sup>th</sup>.

Please feel free to contact me if you have any questions or concerns.





# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

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**Title of Item:** Resolution, Bond Purchase Agreement, and Secondary Trust Agreement for the refunding of the City of Greenville's Special Obligation Revenue Bonds, Series 2001

**Explanation:** The City is issuing an amount not to exceed \$4,500,000 in Special Obligation Revenue Bonds to refinance the Series 2001 Special Obligation Revenue Bonds. These bonds were issued in 2001 to construct the Convention Center. The refunding bonds were approved for issuance by resolution at the June 9, 2011 City Council meeting. The sale date is scheduled for August 11, 2011. The attached resolution will approve the sale of the bonds and approve certain other documents and actions relating to the bond sale (Bond Purchase Agreement and Secondary Trust Agreement).

The terms of this refinancing indicate a net present value savings of approximately \$275,000, or 6.2% of the refunded debt. The interest rate is set to not exceed 2.89%.

**Fiscal Note:** The refunding sale of Special Obligation Revenue Bonds will not exceed \$4,500,000. This refunding will save approximately \$275,000 of debt service over the remaining 10 years of bond payments.

**Recommendation:** Approve the attached resolution providing for the issuance of the 2011 Special Obligation Revenue Bonds along with the Bond Purchase Agreement and Secondary Trust Agreement.

**Attachments / click to download**

 [Bond\\_Order\\_for\\_CVA\\_SOB\\_Refunding\\_2011\\_903133](#)

 [Bond\\_Purchase\\_Agreement\\_Refunding\\_SOB\\_2011\\_903179](#)

 [Second\\_Trust\\_Agreement\\_Refunding\\_SOB\\_2011\\_903178](#)

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A regular meeting of the City Council of the City of Greenville, North Carolina was held in the City Council Chamber at the City Hall in Greenville, North Carolina, the regular place of meeting, on August 8, 2011 at 6:00 p.m.

Present: Mayor Patricia C. Dunn, presiding, and Councilmembers

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Absent: \_\_\_\_\_

\* \* \* \* \*

Mayor Dunn introduced the following order, a copy of which had been provided to each Councilmember, which was read by its title and summarized by the City Attorney:

**ORDER AUTHORIZING THE ISSUANCE AND SALE  
OF SPECIAL OBLIGATION REVENUE REFUNDING BONDS AND  
AUTHORIZING THE EXECUTION AND DELIVERY OF  
CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

BE IT ORDERED by the City Council of the City of Greenville, North Carolina (the “City”):

Section 1. The City Council does hereby find and determine as follows:

(a) At a meeting held on June 9, 2011, the City Council authorized the filing of an application with the North Carolina Local Government Commission (the “Commission”) requesting approval of the issuance of not exceeding \$4,500,000 Special Obligation Revenue Refunding Bonds, Series 2011 (the “Series 2011 Bond”) of the City for the purpose of providing funds to refund outstanding callable City of Greenville, North Carolina Special Obligation Revenue Bonds, Series 2001 (the “Bonds to be Refunded”).

(b) The City, by resolution, also requested the Commission to sell the Series 2011 Bond at private sale without advertisement.

(c) The Commission has approved the application of the City for the issuance of the Series 2011 Bond in a principal amount not to exceed \$4,500,000 in accordance with “The State and Local Government Revenue Bond Act”, Article 5, Chapter 159, North Carolina General Statutes (the “Revenue Bond Act”).

(d) The City has determined to issue the Series 2011 Bond in an aggregate principal amount not to exceed \$4,500,000 for the purpose of providing funds, together with other available funds, (i) to refund the Bonds to be Refunded and (ii) in other costs and expenses incident to the issuance of the Series 2011 Bond.

(e) The City proposes to sell the Series 2011 Bond to SunTrust Bank (the “Bank”) pursuant to the provisions of a Bond Purchase Agreement (the “Bond Purchase Agreement”), at such prices as are determined by the Commission, subject to the approval of the City.

(f) There have been presented to the City Council at this meeting drafts of the following documents relating to the issuance and sale of the Series 2011 Bond:

(1) Second Supplemental Trust Agreement, to be dated as of August 1, 2011 (the “Second Supplemental Trust Agreement”), between the City and The Bank of New York Trust Company, N.A., as Trustee (the “Trustee”); and

(2) Bond Purchase Agreement, to be dated as of the date of execution thereof, among the Bank, the Commission and the City; and

(g) The issuance and sale of the Series 2011 Bond in the manner provided in this Order are in the best interests of the City.

Section 2. Capitalized words and terms used in this Order and not defined herein shall have the same meanings given such words and terms in the Trust Agreement and the Second Supplemental Trust Agreement.

Section 3. Pursuant to the provisions of the Revenue Bond Act, the City hereby authorizes the issuance of the Series 2011 Bond in an aggregate principal amount not exceeding \$4,500,000. The Series 2011 Bond shall mature at such times and in such amounts as shall be set forth in the Second Supplemental Trust Agreement, subject to the provisions of this Order.

The Series 2011 Bond will be in the form of one bond certificate in the aggregate principal amount of the Series 2011 Bond with stated annual principal installments and registered in the name of SunTrust Bank, as provided in the Second Supplemental Trust Agreement. Interest on the Series 2011 Bond shall be payable on June 1 and December 1 of each year, beginning December 1, 2011, until the principal of the Series 2011 Bond is fully paid.

Section 4. The Series 2011 Bond shall be subject to optional redemption upon the terms and conditions, and at the prices as shall be set forth in the Second Supplemental Trust Agreement.

Section 5. The proceeds of the Series 2011 Bond shall be applied as provided in Section 2.04 of the Second Supplemental Trust Agreement.

Section 6. The Series 2011 Bond, together with any Parity Indebtedness hereafter incurred pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Pledged Revenues and the money and Investment Obligations held in the various accounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement dated as of March 15, 2001 between the City and the Trustee and the Second Supplemental Trust Agreement.

Section 7. The proposal set forth in the Bond Purchase Agreement submitted by the Bank offering to purchase the Series 2011 Bond at the aggregate purchase price equal to the par amount of the Series 2011 Bond and bearing interest at the rate of 2.89% is hereby approved.

The Commission is hereby requested to sell and award the Series 2011 Bond to the Bank on behalf of the City, subject to the approval of the City, in accordance with the terms and provisions set forth in the Bond Purchase Agreement. The Director of Financial Services is hereby designated to approve on behalf of the City the sale of the Series 2011 Bond to the Bank for such purchase price and upon such terms and conditions as the Director of Financial Services shall determine, subject to the provisions of this Section. The Director of Financial Services is hereby authorized and directed in the name and on behalf of the City to execute and deliver the Bond Purchase Agreement in substantially the form presented, together with such changes, additions and deletions as the Director of Financial Services, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 8. The forms, terms and provisions of the Second Supplemental Trust Agreement are hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the Second Supplemental Trust Agreement in substantially the forms presented, together with such insertions, modifications and deletions as the Mayor and the City Clerk, with the advice of counsel, may deem necessary and appropriate, including, without limitation, insertions, modifications and deletions necessary to incorporate the final terms of the Series 2011 Bond as set forth in the Bond Purchase Agreement, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 9. The Mayor, the City Manager, the Director of Financial Services, the City Attorney and the City Clerk, or any of them or their deputies, are authorized and directed (without limitation except as may be expressly set forth in this Order) to take such action and to

execute and deliver such certificates, agreements, instruments or other documents as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this Order, the Trust Agreement, the Second Supplemental Trust Agreement and the Bond Purchase Agreement.

The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this Order, the Series 2011 Bond, the Trust Agreement, the Second Supplemental Trust Agreement, and the Bond Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 10. The issuance and sale of the Series 2011 Bond is hereby approved, subject to the terms and conditions set forth in this Order.

Section 11. This Order shall take effect immediately upon its passage.

Thereupon the City Attorney stated that he had approved as to form the foregoing order.

Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, the foregoing order entitled:

“ORDER AUTHORIZING THE ISSUANCE AND SALE OF SPECIAL OBLIGATION REVENUE REFUNDING BOND AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH” was passed on roll call vote as follows:

Ayes: \_\_\_\_\_,

\_\_\_\_\_.

Noes: Councilmembers \_\_\_\_\_.

The Mayor thereupon announced that the order entitled: "ORDER AUTHORIZING THE ISSUANCE AND SALE OF SPECIAL OBLIGATION REVENUE REFUNDING BOND AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH" had passed by a vote of \_\_\_ to \_\_\_.

\* \* \* \* \*

I, Carol L. Barwick, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the City Council of said City at a meeting held on August 8, 2011, said record having been made in Minute Book No. \_\_\_ of the minutes of said City Council, beginning at page \_\_\_ and ending at page \_\_\_, and is a true copy of said proceedings of said City Council as relates in any way to the adoption of an order authorizing the issuance of Special Obligation Revenue Refunding Bond of said City.

WITNESS my hand and the corporate seal of said City, this \_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
City Clerk

[SEAL]

BOND PURCHASE AGREEMENT

Among

Local Government Commission,

City of Greenville, North Carolina,

and

SunTrust Bank

concerning

\$4,275,000

City of Greenville, North Carolina  
Special Obligation Revenue Refunding Bond  
Series 2011

## BOND PURCHASE AGREEMENT

concerning

\$4,275,000

City of Greenville, North Carolina  
Special Obligation Revenue Refunding Bond  
Series 2011

August 10, 2011

City of Greenville, North Carolina  
Greenville, North Carolina

Local Government Commission  
Raleigh, North Carolina

Ladies and Gentlemen:

We SunTrust Bank hereby offers to enter into this Bond Purchase Agreement with the Local Government Commission, a division of the Department of State Treasurer of the State of North Carolina (the "LGC") and the City of Greenville, North Carolina (the "City"), which, upon acceptance of this offer by the LGC and approval by the City of this offer and of the LGC's acceptance thereof, will be binding upon the LGC, the City and the Bank.

1. Purchase and Sale of the Bond. Upon the terms and conditions hereof and upon the basis of the representations set forth herein, the Bank hereby agrees to purchase, and the LGC and the City agrees to sell to the Bank, the City of Greenville Special Obligation Revenue Refunding Bond, Series 2011 in the principal amount of \$4,275,000 (the "Bond"). The purchase price for the Bond shall be \$4,275,000, which is equal to the par amount of the Bond. The delivery and payment for the Bond and other actions contemplated hereby shall take place at the time and place set forth in Section 6 hereof (the "Closing").

The Bond shall consist of one fully registered bond certificate in the principal amount of \$4,275,000, shall be dated as of August 10, 2011 and shall bear interest from its date, at a rate of 2.89% per annum (except as otherwise provided in the Bond). The Bond shall be issued and secured under the provisions of a Trust Agreement, dated as of March 15, 2001 (the "Trust Agreement"), between the City and The Bank of New York Mellon, N.A. (the "Trustee") as supplemented by a Supplemental Trust Agreement, dated as of August 1, 2011 (the "Supplemental Trust Agreement"), between the City and the Trustee, and a bond order authorizing the issuance and sale of the Bond adopted by the City Council on August 8, 2011 (the "Bond Order"). All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Trust Agreement and the Supplemental Trust Agreement.



The proceeds of the Bond are to be used to provide funds, together with other available funds, to (a) refund the City's Special Obligation Revenue Bonds, Series 2001 (the "Refunded Bonds") and (b) pay certain costs and expenses incidental to the issuance and sale of the Bond.

2. Representations of the Bank; Purchase for Account.

(a) The Bank hereby acknowledges and represents, in respect of the Bond, that:

(i) the Bank is familiar with the City;

(ii) the Bank has been furnished with all financial and other information about the City and the Bond as requested by the Bank; and

(iii) the City has made available to the Bank the opportunity to obtain additional information about the City and the Bond.

(b) The Bank further acknowledges and represents in respect of the Bond that a part of the Bank's business consists of the purchase, holding and sale of obligations of the same general character as the Bond, and the Bank has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks inherent in purchasing the Bond. The Bank has made such investigation of the Bond and of the financial condition and operations of the City as it deems necessary to evaluate the merits and risks inherent in purchasing the Bond. The Bank is aware that there may be no secondary market for the Bond and that it may be required to hold the Bond for an indefinite period. The Bank represents that it is purchasing the Bond for its own account with no present intention to resell or distribute the Bond or any interest therein; provided, however, that the Bank reserves the right at all times to control the disposition of its assets, including the Bond, and reserves the right to sell, assign and transfer the Bond or fractional interests in the Bond to other banks, insurance companies or similar financial institutions or any other purchaser if such sale, assignment or transfer is approved in writing by the LGC or otherwise permitted by the Supplemental Trust Agreement.

3. Representations and Warranties of the LGC. The LGC makes the following representations and warranties to the City and the Bank, all of which shall survive the delivery of the Bond:

(a) The LGC is duly organized and validly existing as a division of the Department of the State Treasurer of the State of North Carolina, vested with the rights and powers conferred upon it pursuant to Chapter 159 of the General Statutes of North Carolina, as amended.

(b) The LGC has full power and authority to approve the issuance and provide for the sale of the Bond as provided in this Bond Purchase Agreement, and the LGC has taken or will take all action required by the Act or other applicable laws in connection therewith.

(c) The LGC has duly authorized the execution and delivery of this Bond Purchase Agreement and has taken or will take all action necessary or appropriate to carry out the sale and delivery of the Bond to the Bank.

(d) The execution and delivery of this Bond Purchase Agreement and the performance by the LGC of its obligations hereunder are within the powers of the LGC and, to the best of the LGC's knowledge, will not conflict with or constitute a breach or result in a violation of (i) any federal or North Carolina constitutional or statutory provision, (ii) any agreement or other instrument to which the LGC is a party or by which it is bound, or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the LGC.

(e) Except for any action required by applicable federal or state securities laws, no consent, approval, authorization or order of any governmental or regulatory authority, other than the approvals of the City as herein required, is required to be obtained by the LGC as a condition precedent to the issuance or sale of the Bond or the execution and delivery of this Bond Purchase Agreement or the performance by the LGC of its obligations hereunder.

(f) There is no litigation or any other proceeding before any court or governmental body or agency pending or, to the knowledge of the LGC, threatened against or involving the LGC to restrain or enjoin the issuance or delivery of the Bond or the execution or delivery by the LGC of this Bond Purchase Agreement and the performance of its obligations hereunder.

4. Representations and Warranties of the City. The City makes the following representations and warranties to the Bank, all of which shall survive the delivery of the Bond:

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State of North Carolina, and is authorized and empowered to provide for the refunding of the Refunded Bonds by causing the Bond to be issued.

(b) The City has the full legal right, power and authority to adopt the Order and the Supplemental Trust Agreement and to execute and deliver this Bond Purchase Agreement and to perform its respective obligations hereunder and thereunder.

(c) The Bond Order has been duly adopted by the City Council, are in full force and effect and has not been modified or amended in any manner.

(d) The City has duly authorized (i) the execution and delivery of this Bond Purchase Agreement, (ii) the issuance and delivery of the Bond and (iii) such actions as may be required on the part of the City to consummate the transactions contemplated by such documents.

(e) The Bond Order, the Supplemental Trust Agreement and this Bond Purchase Agreement constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles. The Owner of the Bond will be entitled to the security created by the Trust Agreement and the Supplemental Trust Agreement as provided therein.

(f) The City is not in violation of any applicable constitutional provision, law or administrative rule or regulation of the State of North Carolina or of the United States of America or in default under any agreement, resolution, indenture or instrument to which the City

is a party or by which the City or its property is bound, the effect of which violation or default would materially affect the ability of the City to perform its obligations under the Bond Order, the Supplemental Trust Agreement or this Bond Purchase Agreement, and no such event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a violation or default hereunder or thereunder.

(g) The execution and delivery of this Bond Purchase Agreement, the Trust Agreement, the Supplemental Trust Agreement, the adoption of the Bond Order and performance of the obligations of the City hereunder or thereunder do not and will not conflict with, result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the City other than Pledged Revenues pursuant to the terms of, or constitute a default under, any agreement, indenture or instrument to which the City is a party or by which the City or its property is bound, or result in a violation of any applicable constitutional provision, law or administrative regulation or any order, rule or regulation of any court or governmental agency having jurisdiction over the City or its property, except as provided and permitted by such documents.

(h) Except for any action that may be required by applicable federal or state securities laws, no consent, authorization or order of, or filing or registration with, any court or governmental agency not already obtained or made is required for the adoption of the Bond Order or the execution, delivery and performance by the City of this Bond Purchase Agreement, the Supplemental Trust Agreement or the Escrow Deposit Agreement or the consummation by the City of the transactions contemplated hereunder or thereunder, and any such consent, authorization or order so obtained is in full force and effect.

(i) Any certificate signed by an authorized officer of the City and delivered to the Bank shall be deemed a representation and warranty of the City to the Bank as to the statements made therein.

(j) To the best knowledge of the City, there is no litigation or any other proceeding before or by any court, public board, agency or body, pending or threatened against or affecting the City or any of the members of the City Council in their respective capacities as such (nor is there any basis therefor), wherein an unfavorable decision, ruling or finding would in any way materially adversely affect (i) the transactions contemplated by this Bond Purchase Agreement, (ii) the organization, existence or powers of the City or the title to the office of any of the members of the City Council, (iii) the properties or assets or the condition, financial or otherwise, of the City, (iv) the validity or enforceability of this Bond Purchase Agreement, the Bond Order, the Trust Agreement or the Supplemental Trust Agreement (or any other agreement or instrument of which the City is a party or used or contemplated for use in the consummation of the transactions contemplated hereby) or (v) the exemption from federal or State of North Carolina income taxation of the interest on the Bond.

(k) There has been no material adverse change in the financial condition of the City since June 30, 2010, except as otherwise specified in writing to the Bank by the City prior to the date hereof.

5. Payment and Delivery. At 10:00 a.m., Raleigh, North Carolina time, on August 10, 2011, or at such other time or on such earlier or later date as mutually agreed upon, the City and the LGC will deliver or cause to be delivered the Bond to the Bank. Upon such delivery of the Bond, the Bank shall pay the purchase price for the Bond as specified in Section 1 hereof to the Trustee in immediately available funds, and the Trustee shall deposit the full purchase price thereof in the manner specified in Section 2.04 of the Supplemental Trust Agreement. The Closing on the Bond will be held at the offices of Sidley Austin LLP in Washington, D.C., or at such other place as the City, the Trustee and the Bank may mutually agree upon.

6. Conditions of Closing. The Bank has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the LGC and the City contained herein and to be contained in the documents and instruments to be delivered at Closing and upon the performance by the LGC and the City of their respective obligations hereunder, as of the date hereof. Accordingly, the Bank's obligation under this Bond Purchase Agreement to purchase and pay for the Bond shall be subject to the performance by the LGC and the City of their respective obligations to be performed hereunder and under such documents and instruments at or prior to Closing, and shall also be subject to the following conditions:

(a) At the time of Closing (i) the representations and warranties of the LGC and the City respectively, contained herein shall be true, complete and correct, (ii) the Bond Order, the Supplemental Trust Agreement and this Bond Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Bank and (iii) the LGC and the City shall have duly adopted and there shall be in full force and effect such resolutions as in the opinion of Sidley Austin LLP, Washington, D.C. ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, and such resolutions shall not have been amended, modified or supplemented, except as may have been agreed to by the Bank.

(b) On or prior to the date of Closing, the Bank shall have received the following documents in form and substance reasonably satisfactory to the Bank:

(1) opinion of Bond Counsel, dated as of the date of Closing, addressed to the Bank or together with a reliance letter to the Bank, in form and substance satisfactory to the Bank;

(2) opinion of the City Attorney, dated as of the date of Closing, addressed to the Bank and in form and substance satisfactory to the Bank;

(3) executed counterparts or copies of the Supplemental Trust Agreement, the Escrow Deposit Agreement and this Bond Purchase Agreement;

(4) certified copies all proceedings of the City relating to approvals or authorizations for the Bond and the execution and delivery of this Bond Purchase Agreement;

(5) certified copy of approving resolution of the LGC;

(6) tax certificate of the City and Internal Revenue Service Form 8038-G;

(7) certificate of an authorized officer of the City to the effect that the fees of the LGC relating to the Bond have been paid;

(8) such other documents as may be required to be delivered pursuant to Section 208 of the Supplemental Trust Agreement; and

(9) such additional certificates (including appropriate incumbency and no-litigation certificates), instruments, opinions or other documents as the Bank may reasonably request.

All representations and warranties of the LGC and the City set forth in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Bank or any person controlling the Bank and (ii) acceptance of and payment for the Bond.

7. Limitation of Liability of the LGC and the City. The members, officers and employees of the LGC and the City shall not be personally liable under this Bond Purchase Agreement.

8. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9. Notices. Any notice or other communication to be given under this Bond Purchase Agreement may be given by delivering the same in writing by first-class mail, postage prepaid, to the following addresses:

To the LGC:

Local Government Commission  
405 Fair Meadow Lane  
Suite 102  
Raleigh, NC 27607

To the City:

City of Greenville, North Carolina  
P.O. Box 7207  
Greenville, North Carolina 27835  
Attention: City Manager

To the Bank:

SunTrust Bank  
512 S Mangum St.  
Durham, NC 27701  
Attention: Jeff Stoddard – First Vice President

10. Governing Law. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

11. Severability. In the event any provision of this Bond Purchase Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by a duly authorized member of the LGC and the City and shall be valid and enforceable as of the time of such acceptance.

SUNTRUST BANK

By: \_\_\_\_\_  
First Vice President

[Counterpart signature page to Bond Purchase Agreement, dated August 10, 2011, among the Local Government Commission, the City of Greenville, North Carolina and SunTrust Bank]

Accepted:

LOCAL GOVERNMENT COMMISSION

By: \_\_\_\_\_  
Secretary

[Counterpart signature page to Bond Purchase Agreement, dated August 10, 2011, among the Local Government Commission, the City of Greenville, North Carolina and SunTrust Bank]

Approved:

CITY OF GREENVILLE, NORTH CAROLINA

By: \_\_\_\_\_  
City Manager



SECOND SUPPLEMENTAL TRUST AGREEMENT

Dated as of August 1, 2011

By and Between

CITY OF GREENVILLE, NORTH CAROLINA

and

The Bank of New York Mellon Trust Company, N.A.,  
Trustee

Authorizing and Securing  
\$4,275,000  
City of Greenville, North Carolina  
Special Obligation Revenue Refunding Bond, Series 2011

**Table of Contents**

|   | <u>Page</u> |
|---|-------------|
| ARTICLE I.<br>DEFINITIONS   |             |
| Section 1.01. Meaning of Words and Terms. ....  | 2           |
| Section 1.02. Rules of Construction. ....   | 2           |
| ARTICLE II.<br>AUTHORIZATION, FORM, ISSUANCE, DELIVERY AND REGISTRATION<br>OF THE SERIES 2011 BONDS             |             |
| Section 2.01. Authorization and Issuance of the Series 2011 Bond to<br>Refund the Series 2011 Bonds. ....       | 3           |
| Section 2.02. Form of the Series 2011 Bond. ....  | 3           |
| Section 2.03. Details of the Series 2011 Bond. ....   | 3           |
| Section 2.04. Authorization of the Series 2011 Bond. ....   | 3           |
| ARTICLE III.<br>REDEMPTION OF SERIES 2011 BONDS   |             |
| Section 3.01. Redemption of Series 2011 Bonds. ....   | 6           |
| Section 3.02. Notice of Redemption. ....  | 6           |
| ARTICLE IV.<br>REVENUES AND FUNDS   |             |
| Section 4.01. Covenant as to Pledged Revenues. ....   | 7           |
| Section 4.02. Costs of Issuance Account. ....   | 7           |
| ARTICLE V.<br>INVESTMENT OF FUNDS   |             |
| Section 5.01. Investment of Money. ....   | 8           |
| Section 5.02. Payment of Principal, Interest and Premium. ....  | 9           |
| Section 5.03. Tax Covenant. ....  | 9           |
| ARTICLE VI.<br>THE TRUSTEE  |             |
| Section 6.01. Acceptance of Duties by Trustee. ....   | 10          |
| Section 6.02. Resignation, Removal or Termination of Trustee<br>Subject to Appointment of Successor. ....       | 10          |
| ARTICLE VII.<br>MISCELLANEOUS PROVISIONS  |             |
| Section 7.01. Manner of Giving Notice. ....   | 11          |
| Section 7.02. Substitute Notice. ....   | 12          |
| Section 7.03. City, Trustee, Bond Registrar, and<br>Owners Alone Have Rights under Supplemental Agreement. .... | 12          |

|  |    |
|--|----|
| Section 7.04. Effect of Partial Invalidity. ....       | 12 |
| Section 7.05. Effect of Covenants; Governing Law. .... | 12 |
| Section 7.06. Headings. ....                           | 13 |
| Section 7.07. Further Authority. ....                  | 13 |
| Section 7.08. Payment Due on Holidays. ....            | 13 |
| Section 7.09. Multiple Counterparts. ....              | 13 |

THIS FIRST SUPPLEMENTAL TRUST AGREEMENT, dated as of August 1, 2011 (the "Supplemental Agreement"), by and between the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation duly organized and existing under the laws of the State of North Carolina (the "City"), and The Bank of New York Mellon Trust Company, N.A., a national banking association and having a principal corporate trust office in Jacksonville, Florida, which is authorized under such laws to exercise trust powers (the "Trustee"),

WITNESSETH:

WHEREAS, the City of Greenville, North Carolina (the "City"), determined that it would benefit and be in the best interests of the City to issue bonds to finance the cost of constructing, furnishing and equipping a one-floor 52,000 (approximate) square foot exhibit hall ("Exhibit Hall") (being a portion of a convention center); and

WHEREAS, the City adopted an order authorizing the issuance of such bonds, executed and delivered a Trust Agreement, dated as of March 15, 2001 (the "Trust Agreement"), and a First Supplemental Trust Agreement, dated as of March 15, 2001 each by and between the City and the Trustee, and on April 5, 2001 issued \$6,800,000 City of Greenville, North Carolina Special Obligation Bonds, Series 2001 (the "Series 2001 Bonds") for purposes of financing the cost of the Exhibit Hall; and

WHEREAS, the City has determined that it would benefit and be in the best interests of the City to refund the outstanding Series 2001 Bonds with refunding bonds; and

WHEREAS, has adopted an order authorizing the issuance of such refunding bonds and the Trust Agreement authorizes the City to issue such refunding bonds in accordance with Section 208 thereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

## ARTICLE I.

### DEFINITIONS

Section 1.01. Meaning of Words and Terms. Unless otherwise required by the context, words and terms used herein which are defined in the Trust Agreement shall have the meanings assigned to them therein, and the following words and terms shall have the following meanings:

“Closing” means the delivery of and payment for the Series 2011 Bond.

“Closing Date” means the date of the Closing.

“Interest Payment Date” means June 1 or December 1, as the case may be.

“Regular Record Date” means the 15th day of the month preceding any Interest Payment Date, whether or not a Business Day.

Section 1.02. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number.

References herein to particular articles or sections are references to articles or sections of this Supplemental Agreement unless some other reference is indicated.

## ARTICLE II.

### AUTHORIZATION, FORM, ISSUANCE, DELIVERY AND REGISTRATION OF THE SERIES 2011 BONDS

Section 2.01. Authorization and Issuance of the Series 2011 Bond to Refund the Series 2001 Bonds. The issuance of the \$4,275,000 City of Greenville, North Carolina Special Obligation Revenue Refunding Bond, Series 2011 (the "Series 2011 Bond"), to refund the outstanding Series 2001 Bonds, all as herein provided, is hereby authorized by this Supplemental Agreement. For the purpose of refunding the outstanding Series 2001 Bonds and paying certain costs and expenses incidental thereto, there shall be issued, under and pursuant to the Constitution and the laws of the State, including the Act, the Trust Agreement and this Supplemental Agreement, the Series 2011 Bond of the City in the amount and subject to the conditions herein provided.

The Bank of New York Mellon Trust Company, N.A., is hereby appointed Bond Registrar for the Series 2011 Bond under this Supplemental Agreement.

Section 2.02. Form of the Series 2011 Bond. The Series 2011 Bond is issuable in the form of a single fully registered bond designated in the form set forth in Exhibit A attached hereto and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by the Trust Agreement or this Supplemental Agreement.

Section 2.03. Details of the Series 2011 Bond. The Series 2011 Bond shall be dated the date of its delivery, shall bear interest until their payment, such interest to the maturity thereof being payable on December 1, 2011 and semiannually thereafter on June 1 and December 1 in each year, and shall be payable in annual principal installments on the dates and in the amounts and bearing interest at the rate of 2.89% per annum to mature (subject to the right of prior redemption) on June 1 of the years, all as hereinafter provided.

The Series 2011 Bond will be in the form of one bond certificate in the aggregate principal amount of the Series 2011 Bond with stated annual principal installments and registered in the name of SunTrust Bank. The principal of and any redemption premium on the Series 2011 Bond and interest with respect thereto shall be payable to SunTrust Bank or any other person appearing on the registration books of the City as the registered owner of such Series 2011 Bond or its registered assigns or legal representatives.

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

Section 2.04. Authorization of the Series 2011 Bond. The proceeds of the Series 2011 Bond shall be used to (a) refund the Series 2001 Bonds and (b) pay certain other costs and expenses incident to the issuance of the Series 2011 Bond.

The Series 2011 Bond shall mature (subject to the right of prior redemption as hereinafter set forth) on June 1 in the following years and amounts and shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rate of 2.89%:

| <u>Year of Maturity</u> | <u>Principal Amount</u> |
|-------------------------|-------------------------|
| 2012                    | \$325,000               |
| 2013                    | 390,000                 |
| 2014                    | 400,000                 |
| 2015                    | 415,000                 |
| 2016                    | 425,000                 |
| 2017                    | 440,000                 |
| 2018                    | 450,000                 |
| 2019                    | 465,000                 |
| 2020                    | 475,000                 |
| 2021                    | 490,000                 |

The Series 2011 Bond shall be executed substantially in the form and in the manner herein set forth and shall be deposited with the Bond Registrar for authentication, but before the Series 2011 Bond shall be authenticated and delivered to the State Treasurer for redelivery to SunTrust Bank thereof, there shall be filed with the Trustee, in addition to the items required to be delivered to the Trustee pursuant to Section 208 of the Trust Agreement, an opinion of the City Attorney to the effect that (1) this Supplemental Agreement and the Trust Agreement have each been duly and validly executed and delivered by the City and are each valid and binding agreements of the City enforceable in accordance with their respective terms, (2) no provision of the Trust Agreement or this Supplemental Agreement violates any provisions of the City's charter or results in or constitutes a default under any agreement, indenture or other instrument to which the City is a party or by which the City may be bound and of which the City Attorney has knowledge, (3) the City's execution and delivery of the Trust Agreement and this Supplemental Agreement and execution and issuance of the Series 2011 Bonds are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not theretofore obtained or effected, (4) the form, terms, execution, issuance and delivery of the Series 2011 Bonds have been duly and validly authorized by the City and (5) all approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, or filings with any such entities, which would be necessary for the refunding of the Series 2001 Bonds, and which are required to have been obtained or to have been filed by the Closing Date, have been obtained or filed;

provided, however, that such opinion may except matters pertaining to compliance with federal and State securities laws, the Act, and federal and State taxation.

When the documents mentioned in Section 208 of the Trust Agreement and the immediately preceding paragraph of this Section shall have been filed with the Trustee, and when the Series 2011 Bond shall have been executed and authenticated as required by this Supplemental Agreement, the Series 2011 Bond shall be delivered to or upon the order of the State Treasurer for redelivery to or upon the order of the purchasers thereof, but only upon the deposit with the Trustee of the purchase price of the Series 2011 Bond and the accrued interest thereon.

Simultaneously with the Closing and the deposit of the proceeds of the Series 2011 Bond with the Trustee, the Trustee shall apply the proceeds in the amount of \$4,275,000 (representing the par amount of Series 2011 Bond) as follows:

- (a) \$4,191,442.90 to the Bond Fund to be used to redeem the Series 2001 Bonds pursuant to instructions provided by the City in an Officer's Certificate; and
- (b) the balance of \$83,557.10 shall be deposited to the credit of a Series 2011 Costs of Issuance Account of the Construction Fund established in Section 4.02 herein.



### ARTICLE III.

#### REDEMPTION OF SERIES 2011 BONDS

Section 3.01. Redemption of Series 2011 Bonds. (a) The Series 2011 Bond shall not be subject to prior redemption except as provided in this Article III and in Article III of the Trust Agreement.

(b) The Series 2011 Bond, is subject to redemption prior to maturity, at the City's option, from any funds that may be available to the City for such purpose, in whole on any date, at par, plus accrued interest, if any, to the redemption date.

Section 3.02. Notice of Redemption. At least thirty (30) days but not more than sixty (60) days prior to the redemption date of the Series 2011 Bond to be redeemed, whether such redemption is in whole or in part, the Bond Registrar shall cause a notice of any such redemption signed by the Bond Registrar to be mailed, first class, postage prepaid, to all Owners of the Series 2011 Bond to be redeemed in whole, provided that failure to mail any such notice to any Owner or any defect in such notice shall not affect the validity of the proceedings for such redemption as to the Series 2011 Bond of any other Owner. On the date designated for redemption, notice having been given as aforesaid, the Series 2011 Bond so called for redemption shall become due and payable at the redemption price provided for the redemption of such Series 2011 Bonds on such date plus accrued interest to such date.

Any notice of optional redemption of the Series 2011 Bond may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the Authority, the corresponding notice of redemption shall be deemed to be revoked.

If the Authority gives an unconditional notice of redemption, then on the redemption date the Series 2011 Bond called for redemption will become due and payable. If the Authority gives a conditional notice of redemption and if on the redemption date money to pay the redemption price of the Series 2011 Bond shall have been set aside in escrow with the Trustee or escrow agent for the purpose of paying the Series 2011 Bond, then on the redemption date the Series 2011 Bond will become due and payable. In either case, if on the redemption date Authority holds money to pay the Series 2011 Bond called for redemption, thereafter, no interest will accrue on the Series 2011 Bond, and a bondholder's only right will be to receive payment of the redemption price upon surrender of the Series 2011 Bond.

## ARTICLE IV.

### REVENUES AND FUNDS

Section 4.01. Covenant as to Pledged Revenues. So long as the Series 2011 Bond is outstanding the City covenants that they will take the necessary steps to ensure that:

- (a) the Pledged Revenues in each Fiscal Year will not be less than one hundred twenty per centum (120%) of the Long Term Debt Service Requirement of all Outstanding Long-Term Indebtedness constituting Parity Indebtedness for such Fiscal Year.

The City further covenants that if the Pledged Revenues are less than the amount required by paragraph (a) for longer than one fiscal year, the City will take necessary steps to identify one or more additional sources of revenue that, together with the Pledged Revenues will ensure that the requirements of paragraph (a) above are met. Such additional sources of revenue will be required to be approved by the City Council and the LGC but in no event shall such sources be a pledge of the City's taxing powers.

Anything in the Trust Agreement or this Supplemental Trust Agreement to the contrary notwithstanding it will not constitute an event of default under Section 802 of the Trust Agreement if the amount of Pledge Revenues shall be less than the amounts referred to above.

Section 4.02. Costs of Issuance Account. A special account is hereby established within the Construction Fund designated the "Series 2011 Costs of Issuance Account."

ARTICLE V.

INVESTMENT OF FUNDS

Section 5.01. Investment of Money. Money held for the credit of the funds and accounts established under the Trust Agreement on deposit with the Trustee shall be continuously invested and reinvested at the written direction of an Authorized Officer by the Trustee in Investment Obligations to the extent practicable.

The interest accruing on any such Investment Obligations and any profit realized upon the disposition or maturity of such Investment Obligations shall be credited to such funds or accounts as follows:

| <u>Accounts</u>                | <u>Credited to</u> |
|--------------------------------|--------------------|
| 2011 Costs of Issuance Account | Bond Fund          |
| Bond Fund                      | Bond Fund          |

Any such interest accruing and any such profit realized shall be transferred upon the receipt thereof by the City or the Trustee, as the case may be, pursuant to the provisions of the Trust Agreement and this Supplemental Agreement.

An Authorized Officer shall give to the Trustee written directions respecting the investment of any money required to be invested hereunder, subject, however, to the provisions of this Section 5.01, and the Trustee shall then invest such money as so directed. The Trustee may request in writing additional direction or authorization from the Authorized Officer with respect to the proposed investment of money. Upon receipt of such directions, the Trustee shall invest, subject to the provisions of this Section 5.01, such money in accordance with such directions. The Trustee may conclusively rely upon the City's written instructions as to both the suitability and legality of the directed investments. In the absence of written investment instructions from the City, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested. The Trustee shall not be liable for any losses from any such directed investments. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

The Trustee shall sell at the best price obtainable or, acting in a commercially reasonable manner, reduce to cash a sufficient amount of such Investment Obligations whenever it is necessary to do so in order to provide money to make any payment from any such account. The Trustee shall not be liable or responsible for any loss resulting from any investment made in accordance with this Section.

Whenever a transfer of money between two or more of the accounts is permitted or required, such transfer may be made as a whole or value determined at the time of such transfer in accordance with Article VI of the Trust Agreement, provided that the Investment Obligations

transferred are those in which money of the receiving account could be invested at the date of such transfer.

Section 5.02. Payment of Principal, Interest and Premium. The City covenants that it will promptly pay from the Pledged Revenues the principal of and the interest on the Series 2011 Bond issued under the provisions of this Supplemental Agreement at the places, on the dates and in the manner provided herein and in the Series 2011 Bond, and any amount required for the retirement of the Series 2011 Bond by purchase or redemption, according to the true intent and meaning thereof. The City further covenants that it will faithfully perform at all times all of its covenants, undertakings and agreements contained in this Supplemental Agreement and the Trust Agreement, or in any Series 2011 Bond executed, authenticated and delivered hereunder or in any proceedings of the City pertaining thereto. The City represents and covenants that it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Series 2011 Bond authorized hereby and to pledge the Pledged Revenues in the manner and to the extent in the Trust Agreement set forth; that all action on its part for the issuance of the Series 2011 Bond has been duly and effectively taken; and that such Series 2011 Bond in the hands of the Owners thereof are and will be valid and binding special obligations of the City payable according to their terms.

Section 5.03. Tax Covenant. The City covenants to do and perform all acts and things permitted by law in order to assure that interest paid on the Series 2011 Bond which was excludable from the gross income of their Owners for federal income taxes on the date of their issuance shall continue to be so excludable.

ARTICLE VI.

THE TRUSTEE

Section 6.01. Acceptance of Duties by Trustee. The Trustee by execution hereof accepts and agrees to perform the duties and fulfill the trusts imposed upon it by this Supplemental Agreement.

Section 6.02. Resignation, Removal or Termination of Trustee Subject to Appointment of Successor. Notwithstanding any other provision of this Supplemental Agreement, no removal, resignation or termination of the Trustee shall take effect until a successor, shall be appointed. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within sixty (60) days after the date of any notice of resignation, removal or termination, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

## ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 7.01. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by the City, the Local Government Commission and the Trustee or the Bond Registrar shall be given or made in writing and shall be deemed to be properly given or made if sent by United States registered mail, or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (a) As to the City--

City of Greenville, North Carolina  
200 West 5<sup>th</sup> Street  
Greenville, North Carolina 27858-1824  
Attention: Director of Financial Services

- (b) As to the Trustee or Bond Registrar --

The Bank of New York Mellon Trust Company, N.A.  
10161 Centurion Parkway  
Jacksonville, Florida 32256  
Attention: Corporate Trust Department

- (c) As to the Local Government Commission--

North Carolina Local Government Commission  
405 Fair Meadow Lane  
Suite 102  
Raleigh, NC 27607

Any such notice, demand or request may also be transmitted to the appropriate above-mentioned party by telegram or telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Supplemental Agreement sent by the City by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or

deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 7.02. Substitute Notice. If, because of the temporary or permanent suspension of postal service, the City, the Local Government Commission, the Trustee or the Bond Registrar shall be unable to mail any notice required to be given by the provisions of this Supplemental Agreement, such party shall give notice in such other manner as in the judgment of such party shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this Supplemental Agreement be deemed to be in compliance with the requirement for the mailing thereof.

Section 7.03. City, Trustee, Bond Registrar and Owners Alone Have Rights under Supplemental Agreement. Except as herein otherwise expressly provided, nothing in this Supplemental Agreement, express or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee, the Bond Registrar and the Owners, any right, remedy or claim, legal or equitable, under or by reason of this Supplemental Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Supplemental Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, the Bond Registrar and the Owners.

Section 7.04. Effect of Partial Invalidity. In case any one or more of the provisions of this Supplemental Agreement or the Series 2011 Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Supplemental Agreement or the Series 2011 Bond, but this Supplemental Agreement and the Series 2011 Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in this Supplemental Agreement or the Series 2011 Bonds shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 7.05. Effect of Covenants; Governing Law. All covenants, stipulations, obligations and agreements of the City contained in this Supplemental Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent permitted by the Constitution and laws of the State. This Supplemental Agreement is executed and delivered with the intent that the laws of the State shall govern this construction.

Section 7.06. Headings. Any heading preceding the text of the several articles hereof, any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Supplemental Agreement, nor shall they affect its meaning, construction or effect.

Section 7.07. Further Authority. The officers, attorneys, engineers and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Supplemental Agreement for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2001 Bonds and this Supplemental Agreement.

Section 7.08. Payment Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Supplemental Agreement is not a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the date provided in this Supplemental Agreement.

Section 7.09. Multiple Counterparts. This Trust Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.



IN WITNESS WHEREOF, the City and the Trustee have caused this Supplemental Agreement to be executed in their respective names by their respective duly authorized representatives all as of the date first written above.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_  
Authorized Officer

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**FORM OF SERIES 2011 BOND**

NOTWITHSTANDING ANY OTHER PROVISIONS OF THE TRUST AGREEMENT OR THIS SUPPLEMENTAL AGREEMENT, THE BOND REGISTRAR SHALL NOT REGISTER THE TRANSFER OF THIS BOND TO ANY PERSON OTHER THAN A BANK, AN INSURANCE COMPANY OR A SIMILAR FINANCIAL INSTITUTION UNLESS SUCH TRANSFER HAS BEEN PREVIOUSLY APPROVED BY THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA.

R-1 \$4,275,000

United States of America  
State of North Carolina  
County of Pitt

CITY OF GREENVILLE  
SPECIAL OBLIGATION REVENUE REFUNDING BOND, SERIES 2011

| <u>INTEREST RATE</u> | <u>MATURITY DATE</u> |
|----------------------|----------------------|
| 2.89%                | June 1, 2021         |

The City of Greenville (the "City"), a municipal corporation in Pitt County, North Carolina, for value received, hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to SunTrust Bank or registered assigns or legal representative, on the maturity date set forth above (or earlier as hereinafter referred to) in the principal installments set forth in Schedule I hereto, upon the presentation and surrender hereof, at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida (the "Bond Registrar"), equal to the aggregate principal sum of FOUR MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$4,275,000). The City also promises to pay, but solely from said sources, interest on this bond (calculated on the basis of a 360-day year consisting of twelve 30-day months) from the interest payment date next preceding the date on which it is authenticated, unless it is authenticated on an interest payment date, in which event it shall bear interest from such interest payment date, or it is authenticated prior to June 1, 2011, in which event it shall bear interest from its date, payable on December 1, 2011, and semiannually thereafter on June 1 and December 1 of each year at the rate per annum set forth above on the unpaid principal amount of such bond until the principal sum hereof is paid. The interest so payable and punctually paid or duly provided for on any interest payment date will be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a business

day) of the calendar month next preceding such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this bond is registered at the close of business on a Special Record Date (as defined in the Trust Agreement hereinafter mentioned) for the payment of such defaulted interest to be fixed by the Trustee (hereinafter mentioned), notice whereof being given to the registered owners not less than 10 days prior to such Special Record Date or as more fully provided in the Trust Agreement. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

This bond is a duly authorized series of special obligation bonds of the City, designated "Special Obligation Revenue Refunding Bond, Series 2011" (the "Series 2011 Bond"), issued under and pursuant to the Constitution and laws of the State of North Carolina, including the Act (as defined in the Trust Agreement), an order of the City adopted on August 8, 2011, authorizing the issuance of the Series 2011 Bond, a Trust Agreement, dated as of March 15, 2001 (the "Trust Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee") and a First Supplement Trust Agreement, dated as of August 1, 2011 (the "Supplemental Agreement"), between the City and the Trustee. The Series 2011 Bonds are being issued for the purpose of providing funds for (i) refunding the City's outstanding Special Obligation Revenue Bonds, Series 2001 (as defined in the Trust Agreement) and (ii) paying certain other costs and expenses incident to the issuance of the Series 2011 Bond.

The Series 2011 Bond will be in the form of one bond certificate in the aggregate principal amount of the Series 2011 Bond with stated annual principal installments as set forth in Schedule I hereto and registered in the name of SunTrust Bank.

The Series 2011 Bond is a special obligation of the City secured by a pledge, charge and lien upon the Pledged Revenues (as defined in the Trust Agreement). The City is not obligated to pay the principal of or the interest on the Series 2011 Bond except as provided in the Trust Agreement from the Pledged Revenues or certain other monies made available therefor under the Trust Agreement, and neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof or the City is pledged to the payment of the principal of and the interest on the Series 2011 Bond. The Trust Agreement provides for the issuance from time to time under the conditions, limitations and restrictions therein set forth of additional bonds and Parity Debt (as defined in the Trust Agreement) secured on a parity as to the pledge of the Pledged Revenues with the Series 2011 Bond.

Reference is made to the Trust Agreement and the Supplemental Agreement for a more complete statement of the provisions thereof and of the rights of the City, the Trustee and the registered owners of the Series 2011 Bond. Copies of the Trust Agreement and the Supplemental Agreement shall be available for inspection by any registered owner of the Series 2011 Bond at all reasonable times at the principal corporate trust office of the Trustee. By the purchase and acceptance of this bond, the registered owner hereof signifies assent to all of the provisions of the Trust Agreement and the Supplemental Agreement.

The Trust Agreement provides for the creation of a special fund designated “City of Greenville Special Obligation Revenue Bond Fund” (the “Bond Fund”) which is pledged to and charged with the payment of the principal of and the interest on the Series 2011 Bond.

At the principal corporate trust office of the Bond Registrar, in the manner and subject to the conditions provided in the Trust Agreement, the Series 2001 Bonds may be exchanged for an equal aggregate principal amount of Series 2011 Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at its principal corporate trust office books for the registration of transfer of the Series 2011 Bond. The transfer of this bond may be registered only upon such books and as otherwise provided in the Trust Agreement upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new Series 2011 Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same maturity and bearing interest at the same rate.

The Series 2011 Bond is subject to redemption prior to maturity, at the City’s option, from any funds that may be available to the City for such purpose, in whole on any date on at the redemption price of par.

At least thirty (30) days but not more than sixty (60) days prior to the redemption date of any Series 2011 Bond to be redeemed, whether such redemption is in whole or in part, the Bond Registrar shall cause a notice of any such redemption signed by the Bond Registrar to be mailed, first class, postage prepaid, to all registered owners of the Series 2011 Bond to be redeemed in whole, provided that failure to mail any such notice to any registered owner or any defect in such notice shall not affect the validity of the proceedings for such redemption as to the Series 2011 Bond of any other registered owner. On the date designated for redemption, notice having been given as aforesaid, the Series 2011 Bond so called for redemption shall become due and payable at the redemption price provided for the redemption of such Series 2011 Bond on such date plus accrued interest to such date.

Any notice of optional redemption of the Series 2011 Bond may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the Authority, the corresponding notice of redemption shall be deemed to be revoked.

If the Authority gives an unconditional notice of redemption, then on the redemption date the Series 2011 Bond called for redemption will become due and payable. If the Authority gives a conditional notice of redemption and if on the redemption date money to pay the redemption

price of the Series 2011 Bond shall have been set aside in escrow with the Trustee or escrow agent for the purpose of paying the Series 2011 Bond, then on the redemption date the Series 2011 Bond will become due and payable. In either case, if on the redemption date Authority holds money to pay the Series 2011 Bond called for redemption, thereafter, no interest will accrue on the Series 2011 Bond, and a bondholder's only right will be to receive payment of the redemption price upon surrender of the Series 2011 Bond.

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

Upon the occurrence of certain events, and on the conditions, in the manner and with the effect set forth in the Trust Agreement, the principal of all bonds and debt secured on a parity therewith by the pledge of Pledged Revenues then outstanding under the Trust Agreement may become or may be declared due and payable before the respective stated maturities thereof.

Modifications or alterations of the Trust Agreement and the Supplemental Agreement or in any supplement trust agreement thereto may be made only to the extent and in the circumstances permitted by the Trust Agreement and the Supplemental Agreement, as the case may be.

This bond, notwithstanding the provisions for registration of transfer stated herein and contained in the Trust Agreement and the Supplemental Agreement, at all times shall be, and shall be understood to be, an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of North Carolina. This bond is issued with the intent that the laws of the State of North Carolina shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this bond and the execution and delivery of the Trust Agreement and the Supplemental Agreement have happened, exist and have been performed as so required.

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

IN WITNESS WHEREOF, the City of Greenville, North Carolina, by order duly passed by its City Council, has caused this bond to be manually signed by the Mayor and City Clerk and its corporate seal to be impressed hereon, all as of the 10th day of August, 2011.

\_\_\_\_\_  
Mayor

[SEAL]

\_\_\_\_\_  
City Clerk

#### CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of Chapter 159 of the General Statutes of North Carolina.

\_\_\_\_\_  
Secretary  
Local Government Commission

#### CERTIFICATE OF AUTHENTICATION

This bond is a Bond of the Series designated therein and issued under the provisions of the within mentioned Trust Agreement and Supplemental Agreement.

The Bank of New York Mellon Trust Company,  
N.A., Bond Registrar

By \_\_\_\_\_  
Authorized Officer

Date of authentication: \_\_\_\_\_

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_

PLEASE INSERT SOCIAL SECURITY NUMBER  
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE

\_\_\_\_\_

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

Dated: \_\_\_\_\_

In the presence of:

\_\_\_\_\_

Date: \_\_\_\_\_

Signature Guaranteed:

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

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

SCHEDULE I

| <u>Maturity Date</u> | <u>Principal Installments</u> |
|----------------------|-------------------------------|
| June 1, 2012         | \$325,000                     |
| June 1, 2013         | 390,000                       |
| June 1, 2014         | 400,000                       |
| June 1, 2015         | 415,000                       |
| June 1, 2016         | 425,000                       |
| June 1, 2017         | 440,000                       |
| June 1, 2018         | 450,000                       |
| June 1, 2019         | 465,000                       |
| June 1, 2020         | 475,000                       |
| June 1, 2021         | 490,000                       |





# City of Greenville, North Carolina

Meeting Date: 8/8/2011  
Time: 6:00 PM

**Title of Item:** Budget ordinance amendment #1 to the 2011-2012 City of Greenville budget

**Explanation:** Attached is an amendment to the 2011-2012 budget ordinance for consideration at the August 8, 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 explanation below:

**A** To appropriate funds granted by the North Carolina Department of Crime Control and Public Safety. Funds will be used to purchase equipment to be used in search and rescue operations and the enhancement of all hazard preparedness (\$45,000).

**B** To carry over remaining University Area Homeownership Grant (\$19,960), Facade Improvement Grant (\$40,000), and Historic Preservation Loan Program (\$50,000) funds from fiscal year 2010-2011 (\$109,960).

**C** To allocate funds that will be spent and reimbursed by other jurisdictions for special studies under the MPO Program (\$126,000).

**D** To adjust appropriated CDBG and HOME funds for plan year 2011 to be in line with award letter (\$349,889).

**Fiscal Note:** The budget ordinance amendment affects the following funds: increase General Fund by \$280,960 and decrease the Housing Fund by \$349,889;

| <b><u>Fund Name</u></b> | <b><u>Original Adopted Budget</u></b> | <b><u>Proposed Amendment</u></b> | <b><u>Adjusted Budget</u></b> |
|-------------------------|---------------------------------------|----------------------------------|-------------------------------|
| General Fund            | \$ 74,400,804                         | \$ 280,960                       | \$ 74,681,764                 |
| Housing Fund            | \$ 1,942,648                          | \$ (349,889)                     | \$ 1,592,759                  |

**Recommendation:** Approve the attached ordinance amendment #1 to the 2011-2012 City of Greenville budget.

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

**Attachments / click to download**

 [Budget Amendment FY 2011 2012 902782](#)

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ORDINANCE NO. -  
CITY OF GREENVILLE, NORTH CAROLINA  
ORDINANCE (#1) AMENDING THE 2011-2012 BUDGET (ORDINANCE NO. 11-038)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 11-038, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

|                                       | <b>ORIGINAL<br/>2011-2012<br/>BUDGET</b> | <b>#1<br/>Amended<br/>8/8/11</b> | <b>Total<br/>Amendments</b> | <b>Amended<br/>2011-2012<br/>Budget</b> |
|---------------------------------------|--|----------------------------------|-----------------------------|---|
| <b><u>ESTIMATED REVENUES</u></b>      |  |                                  |                             |   |
| Property Tax                          | \$ 29,813,308                            | \$ -                             | \$ -                        | \$ 29,813,308                           |
| Sales Tax                             | 14,350,430                               | -                                | -                           | 14,350,430                              |
| Utilities Franchise Tax               | 5,974,803                                | -                                | -                           | 5,974,803                               |
| Other Unrestricted Intergov't Revenue | 2,475,028                                | -                                | -                           | 2,475,028                               |
| Powell Bill                           | 2,032,692                                | -                                | -                           | 2,032,692                               |
| Restricted Intergov't Revenues        | 2,149,013                                | A,C 171,000                      | 171,000                     | 2,320,013                               |
| Building Permits                      | 733,701                                  | -                                | -                           | 733,701                                 |
| Other Licenses, Permits and Fees      | 2,858,088                                | -                                | -                           | 2,858,088                               |
| Rescue Service Transport              | 2,652,260                                | -                                | -                           | 2,652,260                               |
| Other Sales & Services                | 1,042,183                                | -                                | -                           | 1,042,183                               |
| Other Revenues                        | 295,641                                  | -                                | -                           | 295,641                                 |
| Interest on Investments               | 1,884,450                                | -                                | -                           | 1,884,450                               |
| Transfers In GUC                      | 4,986,085                                | -                                | -                           | 4,986,085                               |
| Other Financing Sources               | 1,062,537                                | -                                | -                           | 1,062,537                               |
| Appropriated Fund Balance             | 2,090,585                                | B 109,960                        | 109,960                     | 2,200,545                               |
| <b>TOTAL REVENUES</b>                 | <b>\$ 74,400,804</b>                     | <b>\$ 280,960</b>                | <b>\$ 280,960</b>           | <b>\$ 74,681,764</b>                    |
| <b><u>APPROPRIATIONS</u></b>          |  |                                  |                             |   |
| Mayor/City Council                    | \$ 431,749                               | \$ -                             | \$ -                        | \$ 431,749                              |
| City Manager                          | 1,114,636                                | -                                | -                           | 1,114,636                               |
| City Clerk                            | 308,883                                  | -                                | -                           | 308,883                                 |
| City Attorney                         | 455,445                                  | -                                | -                           | 455,445                                 |
| Human Resources                       | 2,708,693                                | -                                | -                           | 2,708,693                               |
| Information Technology                | 2,964,318                                | -                                | -                           | 2,964,318                               |
| Fire/Rescue                           | 12,924,530                               | A 45,000                         | 45,000                      | 12,969,530                              |
| Financial Services                    | 2,299,332                                | -                                | -                           | 2,299,332                               |
| Recreation & Parks                    | 6,305,388                                | -                                | -                           | 6,305,388                               |
| Police                                | 22,449,243                               | -                                | -                           | 22,449,243                              |
| Public Works                          | 9,042,758                                | C 126,000                        | 126,000                     | 9,168,758                               |
| Community Development                 | 1,725,349                                | B 109,960                        | 109,960                     | 1,835,309                               |
| OPEB                                  | 250,000                                  | -                                | -                           | 250,000                                 |
| Contingency                           | 150,000                                  | -                                | -                           | 150,000                                 |
| Indirect Cost Reimbursement           | (601,354)                                | -                                | -                           | (601,354)                               |
| Capital Improvements                  | 5,901,383                                | -                                | -                           | 5,901,383                               |
| Total Appropriations                  | <b>\$ 68,430,353</b>                     | <b>\$ 280,960</b>                | <b>\$ 280,960</b>           | <b>\$ 68,711,313</b>                    |
| <b><u>OTHER FINANCING SOURCES</u></b> |  |                                  |                             |   |
| Debt Service                          | \$ 4,209,487                             | \$ -                             | \$ -                        | \$ 4,209,487                            |
| Transfers to Other Funds              | 1,760,964                                | -                                | -                           | 1,760,964                               |
|                                       | <b>\$ 5,970,451</b>                      | <b>\$ -</b>                      | <b>\$ -</b>                 | <b>\$ 5,970,451</b>                     |
| <b>TOTAL APPROPRIATIONS</b>           | <b>\$ 74,400,804</b>                     | <b>\$ 280,960</b>                | <b>\$ 280,960</b>           | <b>\$ 74,681,764</b>                    |

Section II: Estimated Revenues and Appropriations. **Housing Fund**, of Ordinance 11-038, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

|                                  | <b>ORIGINAL<br/>2011-2012<br/>BUDGET</b> |          | <b>#1<br/>Amended<br/>8/8/11</b> |  | <b>Total<br/>Amendments</b> |           | <b>Amended<br/>2011-2012<br/>Budget</b> |
|----------------------------------|--|----------|----------------------------------|--|-----------------------------|-----------|---|
| <b><u>ESTIMATED REVENUES</u></b> |  |          |                                  |  |                             |           |   |
| Annual CDBG Grant Funding        | \$ 800,000                               | <b>D</b> | \$ (56,229)                      |  | \$ (56,229)                 | \$        | 743,771                                 |
| HUD City of Greenville           | 800,000                                  | <b>D</b> | (293,660)                        |  | (293,660)                   |           | 506,340                                 |
| Loan Payment                     | 5,000                                    |          | -                                |  | -                           |           | 5,000                                   |
| Program Income                   | 11,000                                   |          | -                                |  | -                           |           | 11,000                                  |
| Transfer from General Fund       | 326,648                                  |          | -                                |  | -                           |           | 326,648                                 |
| <b>TOTAL REVENUES</b>            | <b>\$ 1,942,648</b>                      |          | <b>\$ (349,889)</b>              |  | <b>\$ (349,889)</b>         | <b>\$</b> | <b>1,592,759</b>                        |
| <b><u>APPROPRIATIONS</u></b>     |  |          |                                  |  |                             |           |   |
| Housing                          | \$ 1,942,648                             | <b>D</b> | (349,889)                        |  | \$ (349,889)                | \$        | 1,592,759                               |
| Total Expenditures               | \$ 1,942,648                             |          | \$ (349,889)                     |  | \$ (349,889)                | \$        | 1,592,759                               |
| <b>TOTAL APPROPRIATIONS</b>      | <b>\$ 1,942,648</b>                      |          | <b>\$ (349,889)</b>              |  | <b>\$ (349,889)</b>         | <b>\$</b> | <b>1,592,759</b>                        |

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 8th day of August, 2011.

\_\_\_\_\_  
Patricia C. Dunn, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk