



Agenda

Greenville City Council

December 8, 2011
7:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Glover

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

- Bobby Thompson - Fire/Rescue Department Retiree
- Howard Vainright - Recreation and Parks Department Retiree

VII. Consent Agenda

1. Minutes of the September 8, October 10, and October 13, 2011 City Council meetings
2. Purchase of a rear-mounted aerial platform fire truck
3. Professional services agreement for the design of the Emergency Operations Center
4. Amendment to the Assignment of Classes to Salary Grades and Ranges and position reallocation (Public Safety Systems Analyst)
5. Grant of sanitary sewer easement on the Pitt-Greenville Airport property to Greenville Utilities Commission for the Westside Sanitary Sewer Project

6. Sewer capital projects budget ordinance for sewer extension to the Southwest Commercial Park

VIII. Old Business

7. Establishing public hearing date on proposed ordinance relating to a procedure to refuse to issue a local license for the sale of beer and wine

IX. New Business

Public Hearings

8. Ordinance requested by Michael Overton to rezone 1.0172 acres located at the southwest corner of the intersection of Arlington Boulevard and Dickinson Avenue from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family])
9. Ordinance amending the Zoning Ordinance standards for dining and entertainment establishments
10. Ordinance to annex Bent Creek Subdivision, Revised Phase 5, Portion of Lot 23 containing 7.0 acres located on the western right-of-way of Ellsworth Drive adjacent to Bent Creek Subdivision, Phase 2
11. Ordinance directing the enforcement officer to repair, alter, or improve or to vacate and close the nonresidential building or structure located at 703 Howell Street

Public Comment Period

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

Other Items of Business

12. Presentations by Boards and Commissions
 - a. Greenville Bicycle and Pedestrian Commission
 - b. Investment Advisory Committee
13. Resolution of intent to close a portion of Skinner Street and Smith Street
14. Investment grade audit agreement for the energy savings performance contract

15. Proposal to create a City of Greenville Lighting Standard
16. Agreement for consulting services for analysis of a citywide Enterprise Resource Planning Software System
17. Budget ordinance amendment #5 to the 2011-2012 City of Greenville budget (Ordinance #11-038) and budget ordinance amendments to the Special Revenue Grant Fund (Ordinance #11-003) and the New Technology for Public Safety Project Fund (Ordinance #08-52)
18. 2012 Schedule of City Council Meetings

X. Comments from Mayor and City Council

XI. City Manager's Report

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Minutes of the September 8, October 10, and October 13, 2011 City Council meetings

Explanation: Proposed minutes for the City Council meetings held on September 8, October 10, and October 13, 2011 are submitted for review and consideration for approval by the City Council.

Fiscal Note: No direct cost to the City.

Recommendation: Review proposed minutes for the City Council meetings held on September 8, October 10, and October 13, 2011 and consider approval of same.

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

Attachments / click to download

- [Proposed Minutes for the October 10, 2011 City Council Meeting](#)
- [Proposed Minutes for the October 13, 2011 City Council Meeting](#)
- [Proposed Minutes for the September 8, 2011 City Council Meeting_906429](#)



PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, SEPTEMBER 8, 2011

A regular meeting of the Greenville City Council was held on Thursday, September 8, 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 and Council Member Kandie Smith 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

APPROVAL OF THE AGENDA

Council Member Joyner moved to delete the report on alternatives for zoning ordinance amendments related to spacing requirements for public or private clubs. He stated the parties involved were no longer interested in pursuing their project. Mayor Pro-Tem Kittrell seconded the motion.

Council Member Mercer stated he would still like to hear the Neighborhood Advisory Board's recommendations on the matter. City Attorney Dave Holec stated under Council Member Joyner's motion, the report would not be discussed; however, Council Member Mercer could ask that the Neighborhood Advisory Board's recommendations be presented at another time.

There being no further discussion, the motion to delete the report on alternatives for zoning ordinance amendments related to spacing requirements for public or private clubs passed by unanimous vote.

Mayor Pro-Tem Kittrell moved to approve the remainder of the agenda as presented. Council Member Joyner seconded the motion, which passed by unanimous vote.

SPECIAL RECOGNITION

- Remembrance of 10 year Anniversary of 9/11

Mayor Dunn read the following proclamation commemorating the tenth anniversary of the terrorist attacks on September 11, 2011:



OFFICE OF THE MAYOR, CITY OF GREENVILLE

Proclamation

WHEREAS, September 11, 2011 marks the 10th Anniversary of 9/11;

WHEREAS, on September 11, 2001, people of all ages and walks of life, across America, and around the world, collectively witnessed an event of immense tragedy;

WHEREAS, on September 11, 2001, the peace and security of our Nation was shattered by terrorist attacks leading to the tragic death of some 3,000 innocent and brave citizens of the United States, as well as citizens from more than 90 different countries;

WHEREAS, on September 11, 2001, in response to the attacks at the World Trade Center twin towers in New York City, at the United States Pentagon in Washington D.C. and in a field in southwest Pennsylvania, firefighters, police officers, military personnel, physicians, nurses, emergency medical technicians and other first responders heroically, tirelessly and courageously participated in an extraordinarily difficult and dangerous rescue and recovery effort, in some cases voluntarily putting their own well-being at risk;

WHEREAS, many gave of themselves in service to their communities and to this country in the aftermath of the attacks. An unprecedented, historic bonding of Americans arose from the collective shock, unifying the country in an outpouring of national spirit, pride, unselfishness, generosity, courage and service;

WHEREAS, September 11 will never be, and should never be just another day in the hearts and minds of all Americans;

WHEREAS, on September 10, 2009, President Barack Obama, amended a Patriot Day Proclamation to officially designate September 11 as a National Day of Service and Remembrance. This was a historic milestone for the 9/11 families, survivors, rescue and recovery workers and volunteers who urged Congress to establish the September 11 National Day of Service and Remembrance into law by the Edward M. Kennedy Serve America Act, which was passed by Congress on March 19, 2009 and signed by the President of the United States on April 12, 2009; and

WHEREAS, National Day of Service and Remembrance is a way to pay tribute to those who were lost, and to honor the heroes who answered the call to serve on that day and in the weeks and months that followed.

NOW, THEREFORE, I, Patricia C. Dunn, Mayor of the City of Greenville, North Carolina, do hereby proclaim September 11, 2011 as

DAY OF SERVICE AND REMEMBRANCE

in Greenville and ask all citizens and organizations to join in this observance and to engage in activities of tribute and solemn remembrance in community service.

This 8th day of September, 2011.

Patricia C. Dunn, Mayor

- Presentation by Pitt County Schools Superintendent Dr. Beverly Reep

Dr. Reep stated the 2011-2012 school year is off to a great start, in spite of Hurricane Irene. She stated she appreciated the City's assistance in helping students get back to school so quickly after the storm. She stated the school system is looking forward to the opening of a new elementary school and to starting a PALS



program. She stated she is particularly grateful to the Police Department for their assistance in securing grant funding to start Project Equal and The Twilight Academy. Project Equal has helped keep kids in school and doing service projects while on suspensions. She said she feels it has saved the schools money, as well as being a deterrent to the activities which cause students to be on suspension. The Twilight Academy runs from 4:00 pm until 7:00 pm and allows students to stay in school and earn credits for courses failed previously. During the past year, the program helped 141 students catch up and graduate with their class. Dr. Reep stated work has recently begun to develop an “adoption partnership” between the City and South Greenville Elementary School, which will be of great assistance to the school in the face of significant reductions in state funding while the number of students continues to increase. Community support is vital to the success of Pitt County Schools.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Council Member Smith continued the replacement of John Martin until October 2011.

Community Appearance Commission

Motion was made by Council Member Smith and seconded by Council Member to appoint Fred Wright, III to fill an unexpired term expiring April 2013, replacing Dana Coles who resigned. Motion carried unanimously.

Historic Preservation Commission

Motion was made by Council Member Mercer and seconded by Council Member to appoint Maurice York to fill an unexpired term expiring January 2014, replacing John Weitz who resigned. Motion carried unanimously.

Human Relations Council

Council Member Joyner continued the replacement of Robert Thompson until October 2011.

Pitt-Greenville Convention and Visitors Authority

Council Member Glover continued the replacement of the late Earnestine Haselrig and recommendation for the replacement of Thomas Hines until October 2011.



CONSENT AGENDA

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

- Contract award for construction management services for the Dickinson/Chestnut and Skinner/Beatty Street projects
- Changes to the Façade Improvement Grant program
- Amendment to Greenville Utilities Commission’s agreement with US Cellular for Westside Communications Tower
- Resolution designating the Plan Administrator for the City’s Other Post-Employment Benefits (OPEB) Irrevocable Trust Fund

Council Member Joyner moved to approve the Consent Agenda and asked when work related to the construction management contract would be complete. Public Works Director Wes Anderson estimated twelve months.

Council Member Blackburn seconded the motion to approve the Consent Agenda, which passed by unanimous vote.

OLD BUSINESS

- (REMOVED BY VOTE) Report on alternatives for zoning ordinance modifications related to spacing requirements for public or private clubs

NEW BUSINESS

PUBLIC HEARINGS

- Second reading and final approval of an ordinance granting a taxicab franchise to Michael Levon Long, d/b/a K & M Cab Service



City Clerk Carol Barwick stated that Michael Levon Long has applied for a franchise to operate a taxicab business under the trade name of K & M Cab Service. He proposes to operate one taxicab. Staff has reviewed the application and recommends approval of the franchise request.

At its meeting on August 22, 2011, the City Council approved first reading of the franchise ordinance, which is scheduled for public hearing tonight. Following the public hearing, the City Council will be asked to consider the ordinance for second reading and final adoption.

Mayor Dunn opened the public hearing at 7:25 pm, inviting comment either for or against the proposed franchise application. Hearing none, she closed the public hearing at 7:26 pm.

Council Member Joyner moved to approve a taxicab franchise for one vehicle to Michael Levon Long, d/b/a K & M Cab Service. Upon second by Council Member Glover, the motion passed by unanimous vote.

- Ordinance requested by Ward Holdings, LLC et. al. to amend the Future Land Use Plan Map (FLUPM) from OIMF (office/ institutional/multi-family) and MDR (medium density residential) designations to C (commercial) designation for the properties located at the southeast corner of the intersection of Greenville Boulevard and East 14th Street containing 3.96 acres

Planner Chantae Gooby identified the properties for which a change in designation has been requested and provided a brief history of said properties. In 1969, these properties were zoned R9 (single-family and duplex). In 1990, the owners of eight lots (6 acres) along Greenville Boulevard, between East 14th Street and Adams Boulevard, requested their properties to be rezoned from R9 (single-family and duplex) to O (office). The Planning and Zoning Commission, at the request of these property owners, sponsored the rezoning request; however, the Commission recommended denial at the public meeting. A valid protest petition was filed by property owners within 100 feet of the request. The City Council unanimously voted to deny the request at their February 1990 public hearing.

Ms. Gooby stated the current Future Land Use Plan Map was adopted on February 12, 2004. In 2006, the subject properties were included in the Eastwood Neighborhood Rezoning plan where properties were rezoned to R9S (single-family only). These rezonings were recommended by the Task Force on Preservation of Neighborhoods and Housing. The purpose of these rezonings was to eliminate



multi-family housing intrusion into single-family neighborhoods. As a result, the recommended zoning under the current Future Land Use Plan Map is O (office) because the multi-family component was removed by the above action.

In November 2007 and May 2008, the City Council denied requests by Ward Holdings, LLC to amend the Future Land Use Plan Map from an OIMF (office/institutional/multi-family) designation to a C (commercial) designation for three parcels (1.52 acres) at the corner of SE Greenville Boulevard and East 14th Street. 2010 marked the completion of the five-year Comprehensive Plan Review. As part of that process, the Planning and Zoning Commission was asked by Ward Holdings, LLC to consider changing the Future Land Use Plan Map from an OIMF (office/institutional/multi-family) designation to a C (commercial) designation for the area beginning at the southeast corner of Greenville Boulevard and East 14th Street extending northeast along Greenville Boulevard just beyond David Drive. This area contained nine parcels (4.7+ acres). The Planning and Zoning Commission voted to recommend the change at its March 16, 2010 meeting, but the request was denied by the City Council.

Ms. Gooby stated the subject area is located in Vision Area C. There are no known environmental constraints. Surrounding land uses and zoning are as follows:

- North: CG -Trade/Wilco Convenience Store, Home Town Pharmacy, First Citizens Bank
- South: R9S - Eastwood Subdivision, Teen Center, Sports Connection
- East: R9S - Eastwood Subdivision
- West: CN - professional office building

Based on possible uses permitted by the requested land use plan designation, Ms. Gooby stated the proposed designation could generate 4,398 trips to and from the site on Greenville Boulevard, which is a net increase of 2,082 additional trips per day. During the review process, measures to mitigate traffic impacts will be determined. Prior to development approval, a Traffic Impact Study will be required to assess the impacts. The "Area of Influence" will be determined at the time of the site plan review. Mitigation measures may include limiting access onto Greenville Boulevard, constructing turn lanes into the development, and improvements to the intersection at Greenville Boulevard and 14th Street such as the construction of additional turns and/or through lanes.



Ms. Gooby stated Staff does not recommend expansion of commercial development in the area adjacent to the Eastwood Subdivision. The current OIMF (office/institutional/multi-family) designation will afford adaptive reuse of the properties fronting the SE Greenville Boulevard corridor while minimizing negative impacts on the interior neighborhood. One of the purposes of the OIMF (office/institutional/multi-family) designation is to protect the interests of the Eastwood neighborhood. Any change to the Future Land Use Plan Map should be supported by the neighborhood as part of an effective strategy that protects the neighborhood's interests. However, consideration should also be given to limiting and/or avoiding adverse impacts on streets and linear expansion of commercial development along a major thoroughfare to an equal or greater degree than is achieved by the current Future Land Use Plan Map configuration. Ms. Gooby reported the Planning and Zoning Commission voted to approve the request at its August 16, 2011, meeting.

Mayor Dunn opened the public hearing at 7:32 pm, inviting comment in favor of the proposed amendment.

Jim Ward – No Address Given

Mr. Ward stated he is the petitioner and his comments will be brief as everyone is familiar with his request. The only difference is the addition of a lot on Leon Hardy Road, which he feels enhances the project because it allows for a deeper driveway cut to improve access onto 14th Street and it allows for greater setbacks and greater deceleration lanes. It will also allow for redesign of the intersection should that be desired in the future. Mr. Ward stated he has owned this land for four years and he believes in the project. He has created a trust and a bond with the neighbors and they support his request. They believe in it and are excited about opportunity to enhance the area. It simply aligns property on the south side with that on the north side, making it consistent with the other three corners of the intersection, which are already zoned commercial. The traffic impact of this request is inconsequential, and he believes the overwhelming support of his request by those neighbors most affected along with other positive aspects of the proposal mentioned tonight should give sufficient cause to approve the request. Mr. Ward stated he feels this is a win-win proposal for all parties involved.

James M Kinney, MD – 120 Wilkeshire Drive

Dr. Kinney stated he supports this request because any potential traffic congestion has been well addressed. Mr. Ward said he is willing to donate the necessary footage to allow for proper redesign of the intersection and he feels greater access to the sports complex will benefit the community.



Scott Hucks – President of Eastwood Neighborhood Association

Mr. Hucks stated his group met with Mr. Ward to extensively discuss his plans. Two residents were opposed initially, but have since changed their minds. He stated the Neighborhood Association would like to formally support Mr. Ward's request because they feel the property will be improved, which in turn will positively impact their property values. Mr. Hucks recommended the City Council approve the request.

Dan Venuto – No Address Given

Mr. Venuto stated he is a resident of Greenville who frequently travels through this intersection. He said he feels this project will generate about 100 jobs which are needed in Greenville, thereby making it a good trade-off for any extra traffic generated. Mr. Ward has been on this project four years, but he has been in Greenville for decades, which makes him feel confident that Mr. Ward will do something positive for the area.

Hearing no further comment in favor of the proposed amendment, Mayor Dunn invited comment in opposition.

Tony Noel – 109 Tanglewood Drive

Mr. Noel stated he opposed the amendment because he feels it is ill-advised to add commercial development to a corner due to traffic patterns.

Hearing no further comment in opposition to the proposed amendment, Mayor Dunn closed the public hearing at 7:48 pm.

Council Member Blackburn commended Mr. Ward for the time he has invested in working on this project and with the surrounding neighborhood to alleviate any concerns they may have had. She stated she has had many calls and emails about the project and her personal concern has to do with the scale and intensity of the project, not just for the immediate neighborhood, but for the surrounding area as well.

Council Member Mercer stated he has visited the property and has met with Mr. Ward, who he feels has worked very hard with neighbors. While the immediate neighbors support the project, if you go into other neighborhoods that use that intersection, there is some opposition. Council Member Mercer stated this is a difficult vote for him because while he feels comfortable about this particular parcel, he is not comfortable with the bigger picture because it would open the door for commercial development to move farther down the street.

Mayor Pro-Tem Kittrell moved to amend the Future Land Use Plan Map from OIMF and MDR designations to C designation for the properties located at the southeast corner of the intersection of Greenville Boulevard and East 14th Street containing



3.96 acres. Council Member Glover seconded the motion, which passed by a 4-2 vote with Council Members Mercer and Blackburn casting the dissenting votes.

- Ordinance requested by Frank Hart Trust c/o Robert D. Parrott, Trustee, to rezone 0.2868 acres located along the eastern right-of-way of Charles Boulevard and adjacent to The Province Apartments from OR (Office-Residential [High Density Multi-family]) to CDF (Downtown Commercial Fringe)

Planner Goody stated the subject site is located in Vision Area I. Charles Boulevard is considered a connector corridor from Reade Circle to Fire Tower Road. Connector corridors are anticipated to contain a variety of higher intensity activities and uses. The Future Land Use Plan Map recommends OIMF (office/institutional/multi-family) in the interior areas along the eastern right-of-way of Charles Boulevard between East 14th Street and East 10th Street. The subject property is located within the area proposed for the Urban Core (UC) Overlay District.

Ms. Gooby stated that, based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 180 trips to and from the site on Charles Boulevard, which is a net increase of 60 additional trips per day. During the review process, measures to mitigate the traffic will be determined.

On the 1969 zoning series map, this property was zoned OR (Office-Residential [High Density Multi-family]). It is presently occupied by Domino's Pizza. Water and sanitary sewer are located in the right-of-way of Charles Boulevard. There are no known historic issues on this site, nor any known environmental conditions/constraints. Surrounding zoning and land uses include:

- North: OR-UC - Masonic Lodge
- South: OR-UC - The Province Apartments
- East: OR-UC - The Province Apartments
- West: CDF - ECU Building #198

Under the current zoning, OR (Office-Residential [High Density Multi-family]), the site could yield 1,840 square feet of office space. Under the proposed zoning, CDF (Downtown Commercial Fringe), the site could yield 1,840 square feet of retail space. The anticipated build-out time is within one year.



In 1994, there was a text amendment to remove restaurant, fast food, and outdoor activities from the list of uses in the OR (Office-Residential [High Density Multi-family]) district. Domino's Pizza was already in operation at that time, therefore, it is a legal non-conforming use. While the request is not in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map, the Planning and Zoning Commission voted to approve the request at its August 16, 2011 meeting. The requested zoning is considered undesirable and not in the public interest, therefore, staff recommends denial of the requested rezoning.

If the City Council approves the rezoning request, a motion to adopt the proposed rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If the City Council denies the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows: Motion to deny the request to rezone and to make a finding and determination that the denial of the rezoning request is consistent with the adopted comprehensive plan and the denial of the rezoning request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and objectives of the comprehensive plan.

Mayor Dunn opened the public hearing at 7:56 pm, inviting comment in favor of the proposed rezoning.

Ken Malpass – No Address Given

Mr. Malpass stated he represents the applicant, who had wanted to remodel the existing facility, but a determination was made that it would not be cost-effective to do so. As such, they would like to tear down the existing facility and rebuild it, but they need a zoning change in order to do so.

Hearing no further comment in favor of the proposed rezoning, Mayor Dunn invited comment in opposition. Hearing none, Mayor Dunn closed the public hearing at 7:58 pm.

Council Member Joyner moved to to rezone 0.2868 acres located along the eastern right-of-way of Charles Boulevard and adjacent to The Province Apartments from OR (Office-Residential [High Density Multi-family]) to CDF (Downtown Commercial Fringe), seconded by Council Member Mercer. There being no further discussion, the motion passed by unanimous vote.



- Ordinance requested by Steve Mills to amend the Zoning Ordinance regulations applicable to wine shops

Chief Planner Chris Padgett stated the City's definition and standards for a "Wine Shop" were established in 2006 and were modeled after the applicable Alcoholic Beverage Control (ABC) licensing definitions found in GS 18B-1001. Both the City's definition and standards and the applicable ABC requirements allow the sale of unfortified wine for consumption on the premises, provided that the sale of wine for consumption on the premises does not exceed forty percent (40%) of the establishment's total sales for any 30-day period.

The applicant, Steve Mills, is the owner/operator of Dolce Vita, a wine shop located at 3110 Evans Street. Mr. Mills seeks to change the City's zoning standards for wine shops so as to allow the sale of malt beverages for consumption on the premises. The only land uses that the City has traditionally qualified for an "On-Premises Malt Beverage Permit" are restaurants, dining and entertainment establishments, and public or private clubs; however, applicable ABC requirements would allow a wine shop to receive an "On-Premises Malt Beverage Permit".

The submitted zoning ordinance text amendment proposes the following:

- Allow a wine shop as a permitted use in the CH district and as a special use in the MCG, MCH, CD, CDF, CG, and CN districts. (Wine shops are currently a permitted use in the MCG, MCH, CD, CDF, CG, CN and CH districts.)
- Allow the on-premises consumption of malt beverages. (Only the on premises consumption of wine is currently permitted).
- Require that the sale of wine and malt beverages for on-premises consumption not exceed 40% of the wine shop's total sales of wine and malt beverages including both on-premises and off-premises consumption for any 30-day period. (The 40% requirement is currently limited to wine only).
- Require that records related to the wine shop's total sales of wine and malt beverages for both on-premises and off-premises consumption be maintained on the premises for at least one year and shall be open to inspection by the City. (No such requirement currently exists.)
- Require that a wine shop be located at least 200 feet from any existing or approved public or private club, dining and entertainment establishment, or



other wine shop that includes the on-premises consumption of malt beverages. (No such requirement currently exists.)

- Limit wine shops' hours of operation to no later than 11:00 p.m. Sunday - Thursday and no later than 12:00 a.m. Friday - Saturday.
- Prohibit a wine shop from requiring a membership, cover charge, or minimum charge for admittance.

Mr. Padgett stated it is Staff's opinion the proposed Zoning Ordinance Text Amendment is in compliance with Horizons: Greenville's Community Plan. The Planning and Zoning Commission recommended approval of the ordinance amendment at their August 16, 2011 meeting.

If the City Council determines to approve the amendment request, a motion to adopt the attached ordinance will be needed. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why the City Council considers the action taken to be reasonable and in the public interest.

If the City Council determines to deny the amendment request, in order to comply with this statutory requirement, it is recommended that the motion be as follows: Motion to deny the requested text amendment and to make a finding and determination that the denial of the text amendment request is consistent with the comprehensive plan and that the denial of the text amendment request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and objectives of the comprehensive plan.

Mayor Dunn opened the public hearing at 8:11 pm, inviting comment in favor of the proposed rezoning.

Steve Mills – No Address Given

Mr. Mills stated he and his wife, Autumn, opened their business four years ago as a wine shop. They currently offer about 250 different wines. The evolution of craft beer has lead to most wine shops offering those in addition to their wine selections. These are high-end beers from specialized breweries. They are currently able to offer customers the ability to taste our wines, thereby introducing them to new products and enhancing our sales. They would like the same ability for the beer selections that we carry.



Hearing no further comment in favor of the proposed rezoning, Mayor Dunn invited comment in opposition. Hearing none, Mayor Dunn closed the public hearing at 8:13 pm.

Council Member Joyner moved to approve the proposed ordinance, seconded by Council Member Glover. There being no further discussion, the motion passed by unanimous vote.

- Resolution to rename a portion of Thomas Langston Road to Regency Boulevard

Planner Andy Thomas stated the Public Works Department has requested to change the name of a portion of Thomas Langston Road to Regency Boulevard. Thomas Langston Road Extension is being constructed with funding from the 2004 bond referendum, developer contributions, and other sources. The eastern portion of the roadway from the railroad tracks to Evans Street was developed as Regency Boulevard. Several businesses list Regency Boulevard addresses and those businesses prefer that their addresses not be changed. No addresses have been assigned to the newly constructed portion of the roadway from Memorial Drive to the railroad tracks. This request would create a unified street name from Memorial Drive to Evans Street.

Mr. Thomas stated a street name change may be considered in accordance with the provisions of Section 6-2-13(c) of the Greenville City Code, as follows:

- When there is duplication of names or other conditions which tend to confuse the traveling public or delivery of mail, orders, messages or emergency services;
- When it is found that a change may simplify making or giving directions to persons seeking to locate addresses; or
- Upon other good and just reason.

Mr. Thomas stated the Planning and Zoning Commission and/or the City Council should consider the following criteria when evaluating any resolution for a street name change under their respective authority:

- The delivery of personal, public and emergency services;
- The similarity to existing street names;



- Any condition which may confuse the traveling public;
- Ease of giving directions;
- Place, name association or history;
- Pronunciation and spelling;
- The expense to abutting property owners; and
- The expense to affected governmental agencies, including but not limited to the City of Greenville, the County of Pitt, N.C. Department of Transportation, Greenville Utilities Commission and U.S. Postal Service.

The Planning and Zoning Commission voted to recommend approval of the proposed street name change at their August 16, 2011 meeting. Street name changes are typically reviewed and approved by the Planning and Zoning Commission. City Council approval is required for naming a street after a person, known as an honorarium, and for street names exceeding 14 characters. This request is being forwarded to City Council for final consideration. He stated the Staff recommends adoption of the resolution to rename a portion of Thomas Langston Road to Regency Boulevard.

Mayor Dunn opened the public hearing at 8:17 pm, inviting comment in favor of the proposed renaming.

Ralph Worthington – No Address Given

Mr. Worthington stated he is not trying to take the name away from his uncle, Thomas Langston, but there are numerous businesses on that street that use Regency Boulevard. They feel making it consistent throughout will be beneficial.

Rocky Russell – 106 Regency Boulevard

Mr. Russell stated he has been in his location since 2006. If the address is changed to Thomas Langston Road, it will be an incredible expense for his business.

Kenan Lassiter – No Address Given

Mr. Lassiter stated he is part owner of a building on Regency Boulevard and it will be a concern for him as well due to cost if the street name changes to Thomas Langston Road. He said he has been in his location since July 2003. There are 11 businesses in the 4 buildings involved. He has spoken to 10 of the owners, and they all want to keep the street name as Regency Boulevard.



Marty Meese – No Address Given

Mr. Meese stated he favors keeping the name as Regency Boulevard for the same reasons as others who have spoken.

Mark Roy – 102 Regency Boulevard

Mr. Roy stated he supports keeping the name as Regency Boulevard.

Hearing no further comment in favor of the proposed renaming, Mayor Dunn invited comment in opposition. Hearing none, Mayor Dunn closed the public hearing at 8:22 pm.

Council Member Joyner moved to adopt the proposed resolution to rename a portion of Thomas Langston Road to Regency Boulevard, seconded by Council Member Glover. There being no further discussion, the motion passed by unanimous vote.

- Community Development Block Grant and Home Investment Partnership Consolidated Annual Performance and Evaluation Report

Housing Director Sandra Anderson stated the Consolidated Annual Performance and Evaluation Report (CAPER) is a requirement of the U.S. Department of Housing and Urban Development (HUD). As a condition of receiving funding under the Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) federal grant programs, the CAPER must be completed and submitted to the agency. This end-of-year report outlines the City's progress in providing decent housing, establishing and maintaining a suitable living environment, and expanding economic opportunities. She asked that the City Council conduct a public hearing on the draft CAPER for 2010-2011 and consider authorizing its submission to HUD.

Mayor Dunn opened the public hearing at 8:34 pm, inviting comment on the report presented. Hearing none, Mayor Dunn closed the public hearing at 8:35 pm. Council Member Joyner moved to authorize submission of the Community Development Block Grant and Home Investment Partnership Consolidated Annual Performance and Evaluation Report to HUD, seconded by Council Member Blackburn. There being no discussion, the motion passed by unanimous vote.

PUBLIC COMMENT PERIOD

Mayor Dunn opened the public comment period at 7:42 pm and explained procedures to be followed by anyone who wished to speak.



- Terry Boardman – King George

Mr. Boardman stated he is opposed to the Convention Center Agreement until there is a more thorough evaluation of the Convention Center's financial operations. There are fifteen months remaining until the agreement expires and during the ten years the agreement has been in place, the City has made no money on the Convention Center while its management company has made \$3 million. Over the past ten years, the City has invested about \$8 million in the Convention Center and, at the least, should be getting rent. Churches are charged rental fees to use City facilities, so why not charge the Convention Center? Mr. Boardman stated he has a problem with the Management Company making money each year when the City is getting no return on its investment of taxpayer dollars. He stated he does not feel the City should be in a rush to address this contract tonight.

- Carlos Romero – 101 David Drive, B12

Mr. Romero stated he is an avant-garde artist who moved here from New York after his wife died. He said he is a strong supporter of the arts for kids, and there is a man with him who is a jerk dancer, which is a new art form perfect for kids because it gets them up from the computer and gets them outside and dancing. Kids need opportunities to explore and develop their art forms and to release energy in a constructive manner.

- Dave Barham – No address given

Mr. Barham stated he has recently attended two downtown parking meetings. Merchants need a way for individuals to drive their own cars downtown to shop. He asked that nothing dealing with smart growth be approved for downtown.

- Nelson Williams – 604B Hooker Road

Mr. Williams stated is the inventor of fire prevention rap. He stated he teaches fire safety through rap and has used his own money to make a video. Mr. Williams said he'd given presentations all over New Jersey, but he lives in Greenville now. His material targets ages from toddlers through adults. He makes fire safety entertaining. He said he realizes rap has a bad name with some individuals, but many kids like it. He plans to reach out for help to get his material out to kids in Greenville.



- Tami Locust – 402B N Skinner Street

Ms. Locust stated she is from District 2 and came to speak against the nightclub issue. Since that item was withdrawn, she stated she wished to commend Public Works and Greenville Utilities for their tireless efforts in assisting residents following Hurricane Irene.

- Frank H Owens – 4028 Bluebill Drive

Mr. Owens stated he was not really prepared to make a statement, but he was informed there was a special task force making recommendations on public safety. He said he heard there were 22 recommendations, of which 18 relate to private clubs. He asked that club owners have a chance to look at these recommendations and that perhaps the City Council have a public hearing on these recommendations before any decisions are made.

There being no one else present who wished to address the City Council, Mayor Dunn closed the public comment period at 8:51 pm.

OTHER ITEMS OF BUSINESS

- Resolution approving the Operational Management Agreement for the Greenville Convention Center

City Manager Bowers stated on September 11, 2000, the City, Exhibit Hall Managers, the Pitt-Greenville Convention and Visitors Authority, Greenville Prime Investors, and Thomas Glennon signed an agreement for the development and operation of the Greenville Convention Center. That agreement expires on December 31, 2012. As operator of the Convention Center, Exhibit Hall Managers is now signing contracts for the use of the Convention Center for events that will occur after December 31, 2012. The agreement needs to be renewed so that Exhibit Hall Managers can continue to market the Convention Center for future dates.

Mr. Bowers stated the proposed new agreement changes the document to recognize that the Convention Center has been constructed. Most of the operational terms remain the same. The Pitt-Greenville Convention and Visitors Authority approved the proposed agreement at a board meeting on August 24, 2011. Exhibit Hall Managers and Greenville Prime Investors have agreed to the terms of the proposed agreement.



Mr. Bowers stated Exhibit Hall Managers is responsible for the operational costs of the Convention Center and retains all revenue derived from the use of the Convention Center. The Convention and Visitors Authority provides the equivalent of one penny of the hotel/ motel accommodations tax (approximately \$226,000) annually to Exhibit Hall Managers for marketing of the Convention Center.

Mr. Bowers recommended the City Council adopt the resolution approving the Operational Management Agreement for the Greenville Convention Center. Council Member Joyner moved to adopt the resolution approving the Operational Management Agreement for the Greenville Convention Center. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

- Special Task Force on Public Safety recommendations

City Manager Bowers stated the Special Task Force on Public Safety made its final report at the August 8th City Council meeting and presented a list of 22 recommendations as follows:

- 1) The Greenville Police Department should acquire appropriate statistical software that would allow them to better analyze crime data on a monthly basis, capture the mathematical expressions that describe the seasonality and cyclicity that occurs and initiate a predictive policing program. The "Blue Crush" program in Memphis has been reviewed by GPD and should be considered together with elements of the Operation Bull's Eye program used in Durham, NC, which evaluates shots fired data to target areas.
- 2) Enact a zoning ordinance which amortizes the nonconforming status (for zoning purposes) of public or private clubs so that these clubs would be required to secure the special use permit which new clubs must obtain and be subject to the annual review condition.
- 3) Enact an ordinance which establishes the procedure for the City to refuse to issue, as allowed by G.S. 105-113.71, a local license for the sale of beer and wine if the applicant committed any, or permitted any, act that would be grounds for suspension or revocation of its ABC permit under G.S. 18B-104. (Chapel Hill, Wilmington)
- 4) Enact an ordinance which requires that public or private clubs have a certain percentage of their building front comprised of non-opaque material so as to open up the establishment



- 5) Pursue bill through NC legislature to allow Greenville Police to assist Pitt County ABC officers with enforcement of ABC laws. Continue multi-agency enforcement initiatives with GPD, Pitt County ABC and Greenville Fire Rescue fire marshal. Enforce underage alcohol violations on alcohol establishments as well as underage individuals.
- 6) Seek legislation to provide the authority for the City of Greenville 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.
- 7) City to provide input on alcohol permit applications based on ABC-related safety and crime problems. Wilmington's City Manager set up a committee to handle this and Gainesville based their recommendation on the number of incidents.
- 8) Form alliances or working groups with other cities and universities to convince the legislature to modify or enact laws that would help us solve our problems.
- 9) Accept ECU Criminal Justice proposal to complete a new community survey. (Approved by Special Task Force on Public Safety on 2/24/11.)
- 10) The task force supports the work of Dr. Stephen K. Straus, PhD. and Developmental Associates (his company) to facilitate training for the Greenville Police Department with input from the community. The three-part training program is designed to strengthen relationships and enhance police-community partnerships which are vital to effective community-oriented policing programs.
- 11) Establish mini sub police stations in our high crime apartment complexes. Establish a Police coordinator for downtown. (Huntington, WV)
- 12) Develop "responsible bar owner" guidelines and certification program to be managed by Uptown Greenville with input from City, ECU and Greenville Police.
- 13) Establish a group to meet once a month to discuss downtown issues, including communication and unrestricted access into clubs for Police. The group should include Greenville Police, DART (downtown area restaurant and tavern owners), Uptown Greenville and ECU. Best practices like "Other Place" membership system or ID readers could be developed and self-imposed or incorporated into the "responsible bar owner" program and/or permit application process. (Portland, OR) Established dress codes and elimination of "below cost" drinks should be part of this program as well. The COPS document entitled, "Assaults in



and Around Bars, 2nd Ed” is a comprehensive reference that can provide excellent guidance.

- 14) Consider enacting a chronic nuisance ordinance to enable city officials to address repeated complaints against bars and private clubs that have 3 calls for service in 30 days. (Huntington, WV)
- 15) Engage citizens, news media and ECU students in community-oriented policing program through education and marketing of crime prevention techniques and crime and suspicious activity reporting, as well as the opportunities available to participate in neighborhood watch, mentoring youth, and assisting with available youth and family programs. Partner with ECU to implement a crime prevention program for the entire city that is similar to the “See Something, Say Something” program in New York City.
- 16) GPD should continue their efforts to revitalize all neighborhood watch groups and reach out to all citizens. Citizens must also work to forge strong relationships with police officers.
- 17) In addition to neighborhood watch group meetings, GPD should meet monthly with neighborhood associations or a “Neighborhood Institute” similar to the group used in Huntington, WV to help connect the neighborhoods with the police department.
- 18) The City of Greenville and Pitt County should adopt a goal of reducing the number of juveniles entering the justice system through expanding community partnerships. (See Youth Issues report in Attachment F.) A group of community partners should be established to help assess all City and County youth and family issues and programs and identify best practices and improvements to help achieve this goal. Membership in the group should include public, private, faithbased and citizen representatives. As part of this evaluation, develop a 5-year plan that engages these youth and family service programs in helping to reduce youth and family crime as has been done in Raleigh, NC.
- 19) Market a new community image through videos of citizens talking about the positive aspects of living in Greenville and put on website and GTV9. Continue to expand family and youth opportunities in the community such as festivals, community unity events and venues like a Science Center.
- 20) Encourage the continued effort of the GPD to increase the number of participants in the Crime Free Rental Housing Program.



- 21) Continue strategic camera installations and lighting improvements to increase consistency of lighting to recognized standards.
- 22) ECU should establish a non-alcohol entertainment venue and a mandatory safety training program for students.

Mr. Bowers stated the City Council asked Staff to review these recommendations and develop an appropriate response. Two of these recommendations are complete, twelve are already in progress, eight need City Council direction, one is in progress but needs endorsement by the City Council and another is in progress but needs City Council direction in order to continue. Mr. Bowers acknowledged the calculation adds up to more than the 22 recommendations, but stated some of the recommendations include more than one part.

Following a brief discussion of each item, the following actions were taken:

Council Member Mercer moved to have staff move forward with development of Recommendation #3 and schedule a public hearing prior to City Council consideration. Council Member Blackburn seconded the motion, which passed by a vote of 5 to 1, with Council Member Joyner casting the dissenting vote.

Council Member Mercer moved to have staff move forward with development of Recommendation #5 for presentation to the local ABC Board and schedule a public hearing prior to City Council consideration. Council Member Blackburn seconded the motion, on which Mayor Pro-Tem Kittrell and Council Members Mercer and Blackburn voted yes and Council Members Glover, Joyner and Smith voted no. The motion was approved by an affirmative vote by Mayor Dunn to break the tie.

Council Member Mercer moved to have staff move forward with development of Recommendation #6 and schedule a public hearing prior to City Council consideration. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Council Member Mercer moved to endorse Recommendation #8. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Council Member Mercer moved to have staff move forward with development of Recommendation #18 and schedule a public hearing prior to City Council consideration. Council Member Blackburn seconded the motion, which passed by unanimous vote.



Council Member Mercer moved to have staff move forward with development of Recommendation #22. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Council Member Mercer stated he was open to discussion of Recommendation #2, but he would not make a motion to move forward on it because he believed it would consume a significant amount of staff time to properly address. City Attorney Holec stated it would likely be a significant legal issue to pursue as well.

Council Member Blackburn moved to have staff move forward with development of Recommendation #4, but the motion died for lack of a second following a brief discussion.

Council Member Blackburn moved to have staff move forward with development of Recommendation #14, but the motion died for lack of a second following a brief discussion.

While acknowledging that this was not on the recommendations list, Council Member Joyner moved to instruct staff to look at zoning regulations on tobacco shops. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

- Possible modifications to sign regulations

Chief Planner Padgett stated the City's 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.

In May, Council Member Joyner requested a report on sign regulations. The report was presented to the City Council at the August 8, 2011 meeting and resulted in a number of additional questions, specifically about temporary signs and flags, and the City Council directing staff to develop options for possible modifications to the sign regulations for review. These options include:

- Temporary Signs: These signs are currently permitted at a rate of one per lot, are limited to six square feet in area, and are permitted continuously (365 days per year). The recommended option would be to eliminate use of temporary signs.



- **Flags:** Flags, either with or without commercial messages, are permitted so long as each flag does not exceed 100 square feet in area. There is no limitation to the number of flags that can be erected per lot or business. Wind blades are not considered flags and are not permitted. Possible options include allowing wind blades, but limit the number permitted per lot or business; limiting the number of flags with commercial messages per lot or business and/or eliminating the use of flags with commercial messages.
- **Education:** The Code Enforcement Division distributes a brochure outlining the standards for temporary/permit exempt signs to individuals in the field. The Planning Division distributes materials outlining the standards for permanent signs to new businesses when they apply for a business license. Possible options include developing a unified sign regulations brochure; distributing information to all business license holders during annual renewal process and/or requiring all businesses engaged in the production of signs to confirm in writing that they have received a copy of the City's sign regulations and have reviewed the same.

Council Member Joyner moved to have Staff solicit input from sign companies and other interested parties, then come back with a specific recommendation for consideration. Council Member Smith seconded the motion, which passed by unanimous vote.

- **Report on standards for Dining and Entertainment Establishments**

Chief Planner Padgett stated the City Council requested at their August 22nd meeting that Staff develop a report on the City's current standards for Dining and Entertainment Establishments (D&E's). Council Member Joyner was specifically interested in amending the weekday time restrictions for amplified audio entertainment applicable to D&E's to differentiate between those establishments that are located within close proximity of existing single-family residences and single-family districts, and those that are located in commercial areas.

Mr. Padgett stated a report has been prepared which includes background information including previous ordinance provisions related to D&E's, a summary of the City's existing standards, and an inventory of all such establishments approved by the City since the land use category was established in April 2009. In response to Council Member Joyner's specific concern, D&E's are not currently permitted to have amplified audio entertainment, such as bands or karaoke, after 11 p.m. on Monday, Tuesday, Wednesday and Thursday (classified as Weekdays) or after 2 a.m.



Friday and Saturday and 11 p.m. on Sundays (classified as Weekends). The question raised by Council Member Joyner is whether it is appropriate for D&E's located in completely commercial areas, not within a set distance of existing single-family residences and single-family districts, to have expanded hours for amplified audio entertainment on weekdays. Separation from conforming single-family residences and single-family zoning districts is already a requirement for public or private clubs. This separation is intended to minimize adverse impacts that such land uses can have on residences. One possible way to structure such an amendment would be to utilize a similar separation standard to determine whether existing D&E's that are in a non-residential setting qualify for extended hours for amplified audio entertainment. This approach would offer neighborhoods the same level of protection from amplified audio entertainment from D&E's as they currently have from public or private clubs. Those D&E's that do not meet the separation requirement would continue to operate under the current standards. The definition and other applicable standards for D&E's would remain the same, thus they would all continue to have to meet the food sales requirement (must be in excess of 30% of gross sales receipts for the establishment during any month).

Mr. Padgett recommended the City Council consider initiating a Zoning Ordinance Text Amendment to change with certain conditions the weekday time restrictions for amplified audio entertainment applicable to D&E's.

Council Member Joyner moved to initiate a Zoning Ordinance Text Amendment to change with certain conditions the weekday time restrictions for amplified audio entertainment applicable to D&E's. Council Member Smith seconded the motion, which passed by unanimous vote.

- Resolution of intent to close a portion of West Gum Road

Public Works Director Wes Anderson stated Perdue Agri Business is requesting to close a ten (10) foot wide strip of West Gum Road (a right-of-way reduction) running along the northern right-of-way of West Gum Road from Jule Street to Seaboard Coastline Railroad. Perdue Agri Business removed and replaced a silo on the property adjacent to West Gum Road. The removed silo was considered an existing non-compliant structure per the zoning ordinance. Construction of the replacement silo was started without the owner obtaining a building permit. This was discovered by the Inspections Division and a stop work order was issued. The owner then applied for a building permit, which also requires the structure to be in compliance with City zoning ordinances. A zoning compliance determination could not be issued because the replacement silo, even though on the same foundation of the previous structure, does not comply with front yard setback requirements. Reducing the right-of-way width of the street will make the silo compliant with the zoning ordinance. A drainage and utility easement will be retained by the City and the Greenville Utilities Commission (GUC) over the section of the street right-of-



way that will be closed. City and GUC staffs have reviewed the proposed closing, and no objections or adverse comments were provided.

Upon motion by Council Member Blackburn and second by Mayor Pro-Tem Kittrell, the resolution of intent to close a portion of West Gum Road was approved by unanimous vote.

- Update of the Municipal Agreement with the North Carolina Department of Transportation for the 10th Street Connector Project

Public Works Director Anderson stated the City entered into a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for construction of the 10th Street Connector on April 23, 2004. The agreement had the City managing the project from the study to completion of the design phase. NCDOT and the City recognized that NCDOT had more experience and time to manage the design process. Therefore, the two parties began the process of developing a new municipal agreement.

The public hearing has been held and the Environmental Assessment completed. The Finding of No Significant Impact (FONSI) has been completed and is in the final approval process. The completion of these tasks has enabled the partners to determine the final costs of the study phase. An updated Municipal Agreement has been developed to formalize the transition. Staff has coordinated with the other local funding partners for this project (East Carolina University and Pitt County Memorial Hospital) and they have no concerns. The agreement includes the participation of the City in the design process for review to ensure consistency with the plans as approved in the Environmental Assessment and FONSI. Additionally, the agreement specifies the procedures to transfer the remaining project funds to NCDOT as well as identifies construction costs for elements of the project that are above NCDOT standards. Funding these elements (called betterments by NCDOT) are the City's responsibility. The elements are:

- Constructing additional 20 feet of berm width (the area from back of curb to edge of the right-of-way) on both sides of the proposed roadway, from Memorial Drive to Myrtle Street – 100% reimbursement (estimated cost is \$198,000).
- Construction of NCDOT standard 5-foot sidewalk – 40% cost share (estimated cost is \$133,670).



- Construction of additional 1 foot of sidewalk width to complete the requested 6-foot sidewalk – 100% reimbursement (estimated cost is \$66,836).
- Reimburse the Department for all landscape plantings in excess of the allowable percentage rate of 0.75% of the construction contract (cost to be determined after bid). This work will be handled under a separate landscape agreement with the City at a later date.
- Installation of the conduit for decorative lighting on Bridge Structure (cost to be determined).

Mr. Anderson stated NCDOT began the design process while the agreement was under development. The design is 25% complete. Design is scheduled to be complete in 2012. Construction is scheduled to begin in 2014. Mr. Anderson stated estimated cost for those project elements that exceed NCDOT standards is \$398,506. This estimate does not include the two elements that have not yet been estimated. The sidewalk costs (\$200,606) are Powell Bill eligible. The remainders to include the two elements without estimates are General Fund expenses. These costs will be included in the development process for the 2013-2017 Capital Improvement Program that begins later this year.

Upon motion by Council Member Mercer and second by Council Member Blackburn, the updated Municipal Agreement with the North Carolina Department of Transportation for the 10th Street Connector Project was approved by unanimous vote.

- Resolution authorizing the conveyance of 509 Watauga Avenue to the Greenville Housing Development Corporation

Community Development Director Merrill Flood presented a request to convey City-owned property at 509 Watauga Avenue to the Greenville Housing Development Corporation (GHDC). GHDC plans to acquire additional property and build an affordable home on the site. GHDC also plans to partner with the Construction Technology program of Pitt Community College for the construction. Many of the students enrolled at the Lucille Gorham Intergenerational Center will be involved in the house construction.

On June 12, 2008, the City Council authorized a loan of \$256,000 from 1992 Affordable Housing Bond proceeds to the GHDC for the Crystal Springs Elderly



Housing Development. In addition to repayment of the loan, GHDC committed to reinvest \$350,000 for projects within the West Greenville Revitalization Area. Although this property is located one block south of the Revitalization area, staff recommends that this transaction be approved. The current tax value of the property as determined by the Pitt County Tax Assessor is \$10,073. The property was acquired by the City of Greenville on November 8, 2010, by foreclosure for unpaid taxes. North Carolina General Statute 160A-279 permits a city to convey real property by private sale. If approved by City Council, the transaction will be formally closed by the City Attorney or his designee. Estimated costs for this action are approximately \$500 in legal fees. These costs will be paid from the Community Development Department budget.

Upon motion by Council Member Joyner and second by Council Member Mercer, the City Council voted unanimously to adopt the resolution authorizing the conveyance of 509 Watauga Avenue to the Greenville Housing Development Corporation.

- Recommendations from the Joint City/GUC Committee for Employee Pay and Benefits concerning employee health and dental insurance programs, the Employee Wellness Program, and individual retirement account (IRA) options through the ICMA Retirement Corporation

City Manager Bowers presented recommendations from the Joint City/GUC Committee for Employee Pay and Benefits concerning employee health and dental insurance programs, the employee wellness program, and individual retirement account options. Funding for the employee health and dental insurance programs are included in the City and GUC budgets. Funding is available in the health insurance account for the employee wellness program. There is no direct cost to offer the IRA programs.

Upon motion by Council Member Mercer and second by Council Member Blackburn, the City Council voted unanimously to approve all recommendations of the Joint City/GUC Committee for Employee Pay and Benefits as presented by City Manager Bowers.

- Budget ordinance amendment #2 to the 2011-2012 City of Greenville budget (Ordinance 11-038) and an ordinance establishing the Emergency Operations Center Project Fund

Upon motion by Council Member Blackburn and second by Council Member Glover, the City Council voted unanimously to adopt budget ordinance amendment #2 to the 2011-2012 budget and an ordinance establishing the Emergency Operations Center Project Fund.



COMMENTS FROM MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

City Manager Bowers thanked City employees for their hard work related to Hurricane Irene and reported that the City of Greenville has been designated eligible for public assistance. He then asked Public Works Director Anderson to provide an update on storm debris removal.

Mr. Anderson stated the volume of storm debris is estimated at around 140,000 cubic yards and contractor costs for removal are anticipated to be about \$1.1 million. He said the collection plan is to make two complete passes over the city, and based on current progress, he expects the second pass to be complete within the first few days of October. He stated contractor crews are working seven days a week and a City employee is working as a monitor with each crew. For the convenience of residents, the plan is to publish where crews will be working in the newspaper and on the City's website about two days in advance of their arrival.

Mr. Bowers stated there are no items currently scheduled for the September 19th City Council meeting. Mayor Pro-Tem Kittrell moved to cancel the September 19th meeting, seconded by Council Member Blackburn. The motion was approved by unanimous vote.

ADJOURNMENT

Council Member Mercer moved to adjourn the meeting, seconded by Council Member Joyner. There being no discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 11:30 pm.

Respectfully submitted,



Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, OCTOBER 10, 2011



A regular meeting of the Greenville City Council was held on Monday, October 10, 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 Blackburn 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

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT PERIOD

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

Dave Barham – No Address Given

Mr. Barham stated Greenville currently has 10.8% unemployment. It is not the only city in North Carolina in which a new business can set up shop, so Greenville must strive to be competitive. He said he is concerned that those officials who are pro-environment may be preventing industry from coming to Greenville. It is imperative to find a way to have both parks and jobs.

Hearing no one else who wished to address the City Council, Mayor Dunn closed the public comment period at 6:07 pm.



SPECIAL RECOGNITION

- Deaf Awareness Week

Mayor Dunn, assisted by Council Member Smith, read and presented a proclamation in recognition of Deaf Awareness Week.

- Greenville Aquatics and Fitness Center Ranking

Recreation and Parks Director Gary Fenton stated the U.S. Water Fitness Association, which is a non-profit aquatics educational organization, exists to promote excellence in providing and promoting water fitness activities. In their 2011 rankings, the Greenville Aquatics and Fitness Center ranked fifth in the nation. They ranked in the top 10 in swimming instruction, #8 in private lessons and #5 in adaptive aquatics. Mr. Fenton credited Mike Godwin, Center Director, with being the person most responsible for the impressive ranking. Mr. Godwin joined the staff 4 years ago.

CONSENT AGENDA

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

- Minutes of the August 8, August 11, and August 22, 2011 City Council meetings
- First reading of an ordinance granting an expansion of the taxicab franchise of Mahmoud Ahmad Atiyha, d/b/a Ace Cab
- Interlocal agreement with East Carolina University and Pitt County Memorial Hospital for purchase of fire apparatus
- Ordinance prohibiting motorized vehicles on greenways
- Lease agreement for Roses Parking Lot located at the corner of Evans and Fourth Streets
- Contract award for the 2011-2012 Street Resurfacing Project



- Contract award for the Dickinson/Chestnut Street Area Drainage Improvement Project
- Contract award for the Skinner/Beatty Street Area Drainage Improvement Project
- Grant of a gas easement to Greenville Utilities Commission along the west side of South Pitt Street
- Amendment to Greenville Utilities Commission's agreement with US Cellular for the Eastside Elevated Tank
- Resolution declaring the applicant's agents for Hurricane Irene
- Ordinance amending the Manual of Fees relating to right-of-way encroachment agreement fees
- Report on bids awarded

Council Member Joyner moved to approve all items on the Consent Agenda. Council Member Blackburn seconded the motion, which passed by unanimous vote.

OLD BUSINESS

- Report on possible modifications to standards for dining and entertainment establishments

Chief Planner Chris Padgett stated that, based upon a request from Council Member Joyner made at the August 22nd City Council meeting, the City Council directed staff to develop a report on the current standards for dining and entertainment establishments. When making the request, Council Member Joyner expressed an interest in modifying time restrictions for amplified audio entertainment. Based on the report presented on September 8th, the City Council directed staff to draft a specific amendment for consideration.

Mr. Padgett summarized similarities and differences between the current and proposed standards. Under the proposed standards, dining and entertainment establishments that meet the specified spacing requirements would qualify for extended hours of amplified audio entertainment on Thursdays. Those that do not meet the specified spacing standards would continue to abide by current standards.



Following a general discussion of proposed changes, potential impact on neighborhoods and how changes would be applied during holiday periods, Mayor Pro-Tem Kittrell moved to initiate a zoning ordinance text amendment to change with certain conditions the time restrictions for amplified audio entertainment applicable to dining and entertainment establishments, including the possibility of extended hours on holidays. Council Member Blackburn seconded the motion, which passed by unanimous vote.

NEW BUSINESS

- Presentations by boards and commissions

- Historic Preservation Commission

Chairman Jeremy Jordan stated the Historic Preservation Commission (HPC) was established in 1988 as a ten-person volunteer group. Preservation is deciding what is important, figuring out how to protect it, informing the public about what has been saved and why it was important to do so. Historic Preservation is important for increasing commercial values, conservation of building materials, reuse of infrastructure, energy savings, stimulation of tax revenues and protection of investments by owners and residents.

The role of Greenville's HPC is to guide the College View Historic District and locally designated landmarks, and facilitate reconstruction after natural disasters, etc. The HPC has responded to Hurricane Irene by surveying damaged areas and sending letters to property owners within two days of the storm to assist with minor works.

Mr. Jordan discussed upcoming projects such as the Façade Improvement Grant Project which can provide up to \$5,000 per façade for building improvements, the Historic Preservation Loan Pilot Program which provides interest-free loans for historically appropriate work and the development of a booklet to help promote and explain work done by the HPC.

- Recreation and Parks Commission

Recreation and Parks Commission Chairman Freddie Outterbridge reviewed the Commission's mission, which is to advance parks, recreation, and environmental conservation efforts that promote mental and physical health, serve as a deterrent to illegal or inappropriate behaviors and enhance Greenville's quality of life. He discussed special upcoming initiatives of the Commission such as achievement of agency accreditation for which 144 standards must be met. Mr. Outterbridge stated



there is much work ahead, but the project is already beneficial in that it has helped to formulate or update many existing plans. The department has two years in which to meet the standards.

Mr. Outterbridge stated that five years ago, the City and the Convention and Visitors Authority joined forces to bring the 2012 North Carolina Recreation and Parks Association's Annual Conference to Greenville. Mr. Fenton is Chairing the project and planning is well underway. Much staff time will be required and the Commission hopes the local community will embrace this conference and warmly welcome its participants.

Mr. Outterbridge briefly touched on some of the many local events in which Greenville Recreation and Parks is involved, such as Sunday in the Park, the Earth Day Celebration, the Kidtastic Dog Show, the 8K Road Race and a variety of others, then closed his presentation with a short video of local park activities.

- Kristin Drive park improvements

Recreation and Parks Director Gary Fenton stated funding was available in last year's budget for leased open space at Kristin Drive. The original plan was for a basketball park, which required a modification in the current lease. Various opinions were expressed, but it was thought prudent to wait a couple years. Because of the high number of area youngsters, it was felt additional playground elements should be added, so there is a need for \$27,015 in additional funding.

Council Member Joyner stated he helped set up the lease before he was on the City Council. He said he called Keystone Property Managers today and the Homeowners Board does not want basketball goals there because of the necessity for supervision. There is probably less than half an acre under lease currently, but they are willing to lease the other portion to the city for \$1 annually. The preference is to develop that whole piece of property and to give young children a safe place to play. The focus needs to be on younger children. Council Member Joyner said he feels this should be a priority and the City should look for funding immediately.

Mr. Fenton stated since there has been a gang problem in the area, homeowners are worried about gang activity and giving them further reasons to hang around. That is why the basketball park is deemed undesirable.

Council Member Blackburn stated she is glad residents' wishes are being addressed in regard to the basketball courts. She asked, if the City is looking at a more aggressive approach, has there been any dialogue with property owners to see if they might be interested in participating in the cost of an expanded park.



Mr. Fenton said there had been no specific discussion of any sort of cost-share.

Council Member Glover said there is adequate funding in the General Fund contingency and asked if there is any practical reason not to proceed with this. Parents in the neighborhood have expressed a willingness to police the park since their children would be out there playing. She stated she feels there is a need for benches for parents who are out there watching their kids play.

City Manager Bowers stated the General Fund contingency is for the entire city for the entire year, not strictly a fund set aside for Recreation and Parks. He cautioned using it heavily now given the uncertainty of sales tax revenues.

Council Member Glover moved to approve an appropriation of \$27,105 from the General Fund contingency account to complete the project as recommended by the Recreation and Parks Commission, and authorize the City Manager to negotiate and enter into an expanded lease agreement with the homeowners association for the park site. Council Member Blackburn seconded, and asked to include in the motion direction to staff to speak with property owners about their possible participation in funding additional improvements.

Council Member Smith stated she wanted to address the issue of fairness. She said she was not aware of any other neighborhood parks for which residents were asked to participate in funding and she does not feel it is appropriate in this situation unless we plan to ask the same participation in other areas of the City with park facilities.

Council Member Joyner stated the clubhouse that was there has been torn down because the neighborhood could not afford its upkeep. The Homeowners Association has gone bankrupt and if you ask for a contribution toward park expenses, it will only result in tenant rents being raised. He agrees it is not appropriate to suggest a cost-share arrangement. He then asked about the proposed rubberized surface. Mr. Fenton replied that it was for ADA accessibility.

Council Member Blackburn said she appreciates the comments of her fellow Council Members and wanted to clarify it was not her intent to put the burden of a park expansion on residents. She said she merely saw the possibility of this being an opportunity like the Drew Steele Center which was a public/private partnership, but she was not suggesting in any way that this be a requirement.

Mayor Pro-Tem Kittrell asked if this was recommended by the Recreation and Parks Commission. Mr. Fenton stated it was.



Upon conclusion of discussion, City Attorney Holec reminded the City Council that Council Member Blackburn's suggested amendment to the original motion was not accepted and died for lack of a second. The City Council then voted unanimously to approve an appropriation of \$27,105 from the General Fund contingency account to complete the project as recommended by the Recreation and Parks Commission, and authorize the City Manager to negotiate and enter into an expanded lease agreement with the homeowners association for the park site.

- Inclusive Community Statement and community-wide town hall meetings

Francine Pena, representing the Human Relations Council (HRC), gave a brief report on activities of the HRC and presented their "Inclusive Community Statement" which outlines a set of principles designed to help Greenville become a more inclusive city. The HRC also believes a series of town hall meetings with a professional facilitator with expertise in dealing with diversity at which the HRC and City Council could meet jointly to discuss the theme of "Race Relations" would be beneficial.

Council Member Joyner moved to accept the report and direct the City Clerk to work with Council Members schedules to establish a possible joint meeting date. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Financial audit for the fiscal year ended June 30, 2011

Financial Services Director Bernita Demery introduced Lou Cannon and James Sergeant of McGladrey and Pullen to present the financial audit for Fiscal Year 2010-2011.

Mr. Cannon stated the audit is nearly complete and is far enough along to render opinions. He discussed the four possible opinions that can be given and stated that the City of Greenville receives an unqualified opinion, which is a "clean" opinion. It is the highest level of assurance they can give as auditors.

Mr. Cannon stated the audit of the City's financial statements is conducted based on generally accepted auditing standards as well as government auditing standards. One of the reports deals with the City's compliance with laws and regulations. No material weaknesses or significant deficiencies were noted, nor was there any item which would need to be reported in a management letter. Mr. Cannon stated there were two budget violations, but they were deemed quantitatively immaterial.

Mr. Sergeant explained a new standard imposed by the Governmental Accounting Standards Board (GASB) that changes reporting requirements for fund balance. The new presentation format adds non-spendables (prepaid and inventory) which were deemed



reserved (third party obligations) in the past. Going forward, that funding will be restricted; that money cannot be appropriated and only the City Council can make changes.

Mr. Sergeant stated Greenville is doing well because the City was already identifying these things although the terminology was slightly different. It has made the transition much easier.

Following a general question and answer period, Mr. Sergeant thanked the Financial Services Department and staff throughout the city for their timely assistance in completion of this year's audit.

Ms. Demery provided a brief summary of revenues and expenditures during the previous year, stating the City is in good fiscal health. Revenues were up 2%, while expenses decreased less than 1%. Personnel costs were flat, and although operating costs increased 4%, capital improvements were down 12%. The City is currently exceeding its policy guideline for 14% fund balance.

Council Member Joyner moved to accept the audit report as presented by McGladrey and Pullen and receive the information on the results of operations for the fiscal year ended June 30, 2011, as presented by the Financial Services Director. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Resolution to reconsider the Intermodal Transportation Center site

City Manager Wayne Bowers stated the City Council approved the currently recommended site in May 2008. Since then, City Staff has worked with consultants and both Federal and State agencies to attain approval to move forward. Final environmental clearance was given by the Federal Transportation Administration (FTA) in June 2011, but since that time, some Council Members have expressed concern about the selected site and concerns have been received from Uptown Greenville and East Carolina University as well. City Staff became aware in August 2011 of another potential site that may be available and some preliminary assessment has been made.

Mr. Bowers stated under Federal regulations, this is not simply a matter of moving from one site to another. The City would be required to repeat the site selection process. Monies have been spent on the original location, much of which was Federal dollars, but the City has been assured it would not have to repay that money as it was spent in a good-faith effort. In order to consider the other site, a resolution from the City Council would be necessary.



Following a brief discussion by the City Council, Council Member Blackburn moved to adopt a resolution authorizing staff to suspend acquisition of the property located in the two blocks bounded by Evans, Cotanche, 8th, and 9th Streets; to begin a new site selection process following federal regulations; and to propose a site for City Council approval at the completion of the new site selection process. Council Member Mercer seconded the motion, which passed by unanimous vote.

- Budget ordinance amendment #3 to the 2011-2012 City of Greenville budget (Ordinance #11-038) and amendments to the Special Revenue Grant Fund (Ordinance #11-003), the Stormwater Drainage Bond Project Fund (Ordinance #06-66), the Stormwater Drainage Management Improvement Project Fund (Ordinance #09-67), the Employee Parking Lot Project Fund (Ordinance #07-92), the Thomas Langston Road Extension Project (Ordinance #06-98), and an ordinance establishing the FEMA – Hurricane Irene Project Fund

Financial Services Director Bernita Demery stated the ordinance establishing the FEMA – Hurricane Irene Project Fund is being held until November for consideration, then she summarized the following purposes for needed amendments:

- To appropriate Controlled Substance Funds to purchase protection systems, equipment and complete electrical construction for the Caldwell Street Police substation (\$7,610).
- To appropriate Federal Forfeiture funds for reimbursement to pay East Carolina University for the Community Fear of Crime Study. City Council approved this study at the April 11, 2011 meeting (\$5,673).
- To appropriate Controlled Substance Funds to purchase a vehicle laptop to fully equip a Police department vehicle (\$838).
- To appropriate Powell Bill's fund balance for the completion of the 2011-2012 Street Resurfacing Contract (\$120,804).
- To appropriate surplus funds from prior year capital improvement projects to fund the Greene Street Parking Lot construction contract (\$55,565).
- To appropriate grant funds to be received from the Governor's Crime Commission to teach parents technology skills necessary for monitoring computer activity of their children. This is a 75% covered grant (\$3,750); the remaining 25% of cost is to come from Controlled Substance Funds (\$1,250) (\$5,000).



- To appropriate grant funds to be received from the Governor's Crime Commission to promote safer communities within the City and County by reducing the likelihood for ex-offender recidivism. This grant will allow for a central location to offer assistance on obtaining housing, job skills, and other exoffender support. This is a 75% grant (\$147,857); the remaining 25% is to come from Controlled Substance Funds (\$49,286) (\$197,143).
- To appropriate Stormwater Utility fund balance to transfer to the Stormwater Drainage bond project to complete contracted work necessary for Skinner Street and Dickinson Avenue. \$400,000 of required funds will be reimbursed by NCDOT in compliance with an executed municipal agreement (\$1,092,000).
- To appropriate Stormwater Utility fund balance to complete the final design stage based on the completed drainage study for Eastwood/Lakewood neighborhoods (\$36,000).
- To appropriate Stormwater Utility fund balance to fund a change order for pond repairs due to storm damage (\$80,170).
- To appropriate funds received from a local developer to assist with the 2010-2011 sidewalk project (\$34,000).
- To carry over funds from the Greenfield Terrace project into the current year to complete the Pedestrian and Vehicular Circulation improvements (\$48,903).
- To carry over funds from the prior year for the completion of the pigeon control project at the City Garage (\$100,000).
- To carry over funds from the prior year for the completion of the Intergenerational Center boiler project (\$72,430).
- To appropriate Stormwater Utility fund balance for construction of the Kent Road retaining wall as part of the Nichols Drive stormwater control project (\$132,000).
- To appropriate funds donated to support a golf tournament benefit for the NC Association of Chiefs of Police and PAL (\$7,000).

There being no discussion, Council Member Blackburn moved to adopt the proposed budget ordinance amendments as presented by Ms. Demery. Council Member Smith seconded the motion, which passed by unanimous vote.



REVIEW OF OCTOBER 13, 2011 CITY COUNCIL AGENDA

- The City Council did a cursory review of the October 13, 2011 City Council agenda and reviewed nominations for appointments to Boards and Commissions.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

City Manager Bowers asked Public Works Director Wes Anderson to provide an update on storm debris removal.

Mr. Anderson stated City crews have completed their 2nd pass over the city, and the State has completed its first pass. City work crews are beginning to get back onto a normal schedule. Park hazards have been cleared and crews are working on stump removal. Mr. Anderson noted that stump removal was delayed due to FEMA's requirement that they see each of the stumps for which removal costs were claimed. The other remaining issue is debris in State-controlled blue line streams; it will be necessary to walk each one to comply with claim requirements.

ADJOURNMENT

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 8:48 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, OCTOBER 13, 2011



A regular meeting of the Greenville City Council was held on Thursday, October 13, 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. Council Member Mercer 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 Polly W. Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

Mayor Dunn welcomed Polly Jones, newly promoted to the position of Deputy City Clerk.

Mayor Pro-Tem Kittrell moved to approve the agenda as presented. Council Member Blackburn seconded the motion, which passed by unanimous vote.

SPECIAL RECOGNITION

- Bradford Creek Public Golf Course Junior Golf Team

Recreation and Parks Director Gary Fenton recognized Bradford Creek Manager and Golf Pro Mike Cato along with coaches and members of the Junior Golf Team for their fifth Championship trophy.

- Leigh Montejo and Bosco

Director Fenton also recognized local citizen Leigh Montejo and her dog, Bosco, for their efforts toward promoting Greenville and its off-leash dog area in the Purina Beneful Dream Park contest. Although Ms. Montejo and Bosco did not win the contest, their efforts focused much positive attention on Greenville.



- Marvin Collins Award from N.C. Chapter of the American Planning Association

Community Development Director Merrill Flood presented the Marvin Collins Award from N.C. Chapter of the American Planning Association to the Mayor and Members of the City Council, expressing his thanks to the Eppes Alumni Association and the citizens of West Greenville for their support which allowed the Planning Division to earn this prestigious award.

- Community Appearance Commission Annual Awards

Planner Nicky Jones and Community Appearance Commission Chairperson Myron Casper presented this year's awards for beautification and improvements to community appearance to 8th Street Partners for the rehabilitation of the Presbyterian Church into the 8th Street Cupola Building, Jason Capps for conversion of Globe Hardware into Winslow's, Resa Tucker for streetscaping at the Convention Center, Chris Darden for work at Nathaniel Village and Rivers and Associates for design plans related to the Convention Center and Nathaniel Village.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Council Member Smith continued the replacement of John Martin until November 2011.

Board of Adjustment

Motion was made by Mayor Pro-Tem Kittrell and seconded by Council Member to elevate William Fleming from Alternate 2 to Alternate 1 to fill an unexpired term expiring June 2012 replacing Minnie Anderson who resigned and moved out of state; to elevate Thomas Taft from Alternate 3 to Alternate 2 to fill an unexpired term expiring June 2012; and to appoint Nathan Frank as Alternate 3 to serve a first three-year term expiring June 2014. Motion carried unanimously.

Greenville Bicycle and Pedestrian Commission

Council Member Calvin Mercer continued the replacement of Brad Beggs until November 2011.



Human Relations Council

Council Member Joyner continued the replacement of Robert Thompson, Guillaume Bagal and Michael Rouse and reappointment of Issac Blount until November 2011.

Investment Advisory Committee

Motion was made by Mayor Pro-Tem Kittrell and seconded by Council Member to appoint Tilwanda Steinberg for a first three-year term expiring October 2014, replacing Girard Newkirk who did not meet the attendance requirements. Motion carried unanimously.

Pitt-Greenville Convention and Visitors Authority

Motion was made by Council Member Glover and seconded by Council Member to appoint Scott Hucks to fill the City slot, "resident not involved in tourist or convention-related business or owns or operates a hotel, motel, or other taxable accommodation" for an unexpired term expiring July 2013, replacing the late Earnestine Haselrig; and to recommend the appointment of Christopher Jenkins to fill the available County slot, "resident not involved in tourist or convention-related business or owns or operates a hotel, motel, or other taxable accommodation" for a first three-year term expiring July 2014, replacing Thomas Hines who was ineligible for reappointment. Motion carried unanimously.

Police Community Relations Committee

Council Member Smith continued the replacement of Norwood Bradshaw until November 2011.

Council Member Mercer announced the appointment of Ann Eleanor. Ann Eleanor resides in District 5 and an appointment of a resident of District 4 is required according the Board and Commission Policy.

Council Member Joyner announced the appointment of Thomas McCullough for a first two-year term expiring October 2013, replacing Jane Rolfe who is ineligible for reappointment.

Public Transportation and Parking Commission

Motion was made by Council Member Smith and seconded by Council Member to appoint Robert "Bob" Thompson to fill an unexpired term expiring January 2012, replacing Mike Hamer who resigned. Motion carried unanimously.

Sheppard Memorial Library Board

Motion was made by Mayor Pro-Tem Kittrell and seconded by Council Member to appoint Catherine Rouse for a first three-year term expiring October 2014, replacing Jeffrey Coghill who is ineligible for reappointment; and to appoint Richard Wolfe for a first three-



year term expiring October 2014, replacing Sanjay Saha who relocated. Motion carried unanimously.

Youth Council

Motion was made by Council Member Glover and seconded by Council Member to appoint Shana Staton of D. H. Conley and Mercy Buckman, Charlotte Overton and Rivik Verma of J. H. Rose for a one-year term expiring September 30, 2012. Motion carried unanimously.

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NEW BUSINESS
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PUBLIC HEARINGS

- Ordinance revising Title II, Chapter 1 - Vehicles for Hire section of the City Code

Assistant City Attorney Bill Little stated proposed revisions to the City’s Vehicle for Hire Ordinance were presented to the City Council in February 2011. The purpose of these revisions is to streamline procedures for obtaining and granting franchises for taxis and limousines, place the responsibility for oversight with the Police Department, add regulations for transport services and other vehicles for hire, update inspection and equipment requirements, add a provision concerning conduct of drivers, clarify insurance requirements, and clarify suspension and revocation procedures.

Mr. Little stated the matter was tabled in February and staff was instructed to conduct public hearings and to solicit input from taxi franchise owners, taxi customers and the Public Transportation and Parking Commission. Mr. Little summarized discussion at the meetings held with these groups and changes made to the proposed ordinance as a result of these meetings. Mr. Little also discussed proposed limitations on the number of franchises issued, potential changes to the zone rates charged by taxi operators and the feasibility of using taxi meters.

Following a general discussion by the City Council of options presented, Mayor Dunn opened the public hearing at 8:19 pm for comment in favor of proposed changes.

Scott Poe – Economic Developer with Pitt County

Mr. Poe stated he was speaking as a citizen and a Board Member for Uptown Greenville. He and others have used taxicab services and feel the reason complaints are low is that customers do not really know how to complain. He suggested posting a contact number in cabs. As for taxi fares, a petition was circulated at the last Freeboot Friday and 150 signatures were collected from people who were unhappy with the zone system. Mr. Poe



recommended use of a meter system and provided visual examples of how meters would increase operator profits.

Marvin Best – City Cab

Mr. Best stated he has been in business over 50 years, the last 20 of which he has managed the business. He said he has long worked with the City Council to insure the Greenville community has safe taxi drivers. He feels zones are best.

Jeff Watson -ACE Cab

Mr. Watson stated he is a driver for ACE Cab and he favors the meters because they provide better customer service and eliminate the potential for arguments. He said he believes the use of meters will generate sufficient additional revenue to cover their cost.

Hearing no one else who wished to speak in favor of proposed changes, Mayor Dunn invited anyone wishing to speak in opposition to come forward.

James Early – Alladin Transport

Mr. Early stated he feels meters will cause more problems with neighboring cities because his business services Winterville, Ayden and Bethel because they don't have access to cabs. Under the current system, operators are able to provide a base rate for service, but if meters are utilized, operators will not be able to start the meter until they reach the customer's location. They will lose money as a result. Mr. Early stated that when the City first adopted its zone system, drivers were offered a workshop on how to read zones. He said he does not think that a workshop is still being held for new operators and thinks it should be reinstated.

Stacy Anderson – Faith Cab

Ms. Anderson stated she feels the City should continue to use what is in place currently. She is not financially able to buy a meter now and even though she recognizes meters may increase her revenues, she feels customers do not have the resources right now to pay the higher rates.

Mahmoud Atiyha – ACE Cab

Mr. Atiyha stated he is in favor of meters because they will eliminate questions about rates that are being charged.

Council Member Glover observed that speakers seem to have some confusion as to whether their comments are for or against.



Israel Fornville - Courtesy Cab

Mr. Fornville stated he doesn't care which rate system is used, but if the rates are increased adequately for operators, customers will complain regardless.

Asha Roman - Customer

Ms. Roman stated she favors zones because she knows what it will cost her to go from one place to another. She stated she does feel there should be a rate increase for the zones.

Levon Wiggins - City Cab

Mr. Wiggins stated he is a driver, not an owner, but he feels the zone system is better than the use of meters because most customers are regulars going to and from work. He stated a switch to meters may result in lost revenues because customers can't afford the increased rates.

Valentine Perkins - Earlybird Taxi

Ms. Perkins stated she favors zones since not everyone can afford meters in the current economy. Most customers cannot afford the increases a meter would bring.

William Norfleet - Courtesy Cab

Mr. Norfleet stated he favors keeping zones.

Hearing no one else who wished to address this issue, Mayor Dunn closed the public hearing at 9:02 pm.

Following additional discussion by the City Council of zones versus meters and potential rate increases, Council Member Glover asked if the matter had to be voted upon as a single topic.

City Attorney Holec stated there are essentially three components to this issue: (1) the base ordinance, to which there seems to be little objection, (2) the cap on the number of franchises and (3) issues related to taxi fares and how they are charge in terms of zone versus meter. Any of those items can be amended as the City Council deems appropriate.

Council Member Mercer moved to continue the item to a later meeting, November 17th if possible, due to the complex nature of the discussion, and to have the three components identified by Mr. Holec divided for separate vote at that time. He stated he needed additional time to insure he was making the most appropriate decision.

Other requests made by Council Members to be provided in connection with a continuance are as follows:



- Comparison of meter rates and zone rates from other cities
- Recommendation from the Public Transportation and Parking Commission
- Plan for education for taxicab drivers (with input from taxicab drivers on what and when education is needed)
- Include an ordinance requirement that, in addition to rates, a City telephone number is posted in the taxicab for lodging a complaint or compliment
- Concise explanation of proposed meter rates and City staff proposed zone rates

Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Second reading of an ordinance granting expansion of the taxicab franchise of Mahmoud Ahmad Atiyha, d/b/a Ace Cab

City Clerk Carol Barwick stated Mahmoud Ahmad Atiyha has applied to expand his taxicab franchise which operates under the trade name of Ace Cab. He was initially approved for operation of one taxicab in March of this year, and was approved for an expansion in June. He currently operates two taxicabs and would like to increase that number to four.

Staff has reviewed the application and recommends approval of the expansion request. At Monday's City Council meeting, the first reading of the franchise ordinance was approved.

Mayor Dunn opened the public hearing at 9:33 pm and invited comment in favor of the proposed expansion. Hearing none, she invited comment in opposition to the proposed expansion.

Stacy Anderson – Faith Cab Company

Ms. Anderson stated Greenville does not need more cabs on the road. The economy is too bad to support more than those already on the road. The applicant has not been in business long enough to keep adding on. He needs to take time to see how the business works.

Hearing no one else who wished to speak on the proposed expansion, Mayor Dunn closed the public hearing at 9:34 pm.

Upon motion by Council Member Joyner and second by Council Member Blackburn, the ordinance to grant expansion of a taxicab franchise to Mahmoud Ahmad Atiyha, d/b/a Ace Cab was approved by unanimous vote.

- Ordinance requested by F. Durward Tyson, Jr., PE, of Rivers and Associates, Inc. to amend the Zoning Ordinance, Section 9-4-96 (F) Proximity to Streets



Chief Planner Chris Padgett stated that prior to 1989, the Zoning Ordinance required that all portions of all buildings be located within 600 feet of a public street. Private streets were qualified for this purpose and the distance was reduced to 500 feet in January 1989. The standard was again modified in 1994 following an application submitted by Michael Baldwin on behalf of Vanrack, Inc. This revision allowed developments with common access drives and parking areas of sufficient design, dimension and construction for use by City fire and rescue vehicles to have all buildings located within 750 feet of an approved public or private street. The City's standards have remained unchanged since 1994 and currently read as follows:

(F) Proximity to streets.

(1) All portions of each building erected in accordance with this section shall be located within 500 feet of an approved public or private street, except as further provided under subsection (F)(2) below.

(2) All portions of each building located within any development which has exclusive and/or common property access drives and parking areas of sufficient design, dimension and construction, for use by fire and rescue vehicles of the city shall be located within 750 feet of an approved public or private street. For purposes of this section, the term "use by fire and rescue vehicles" shall be construed as ingress and egress by continuous forward movement unless otherwise approved by the Chief of Fire Rescue.

Mr. Padgett stated the current request proposes to increase the distance buildings can be from public or private streets, as provided in subsection (F)(2) above, from 750 feet to 1,000 feet; to incorporate language and standards from State Fire Code related to access; and to clarify that the City retains the right to require the construction of public streets where such is desirable. These changes specifically include modifying subsection (F)(2) and creating a subsection (F)(3) as follows:

(2) All portions of each building located within any development which has exclusive and/or common property access drives and parking areas meeting the requirements of the North Carolina State Fire Code for a fire apparatus access road shall be located within 1,000 feet of an approved public or private street. The fire apparatus access road shall extend to within 150 feet of all portions of the facility as approved by the Chief of Fire and Rescue.

(3) No portion of this subsection shall preclude the city from requiring the construction of a new public street or extension of an existing public street where such is necessary to provide access to adjacent property and/or provide appropriate levels of access and linkages associated with the city's street network.



Mr. Padgett stated the primary purpose of the proximity to streets standards is to ensure that emergency vehicles have appropriate access to structures requiring service. Since the standards were last revised in 1994, the City has adopted the North Carolina State Fire Code. Appendix D of this Code provides design standards for appropriate levels of access for emergency vehicles, thus addressing the needs for such vehicles. A secondary purpose of the standards is to encourage the construction of streets through development tracts, thus supporting the development of an interconnected street network. While staff does not believe that increasing the permitted street / building separation from 750 feet to 1,000 feet will cause a negative impact to the desired street network in most instances, it is important to specify that the City may require the construction of a new public street or extension of an existing public street where such is necessary to provide access to adjacent property and/or provide appropriate levels of access and linkages associated with the City's street network. The applicant has addressed this concern by including subsection (F)(3) as part of the proposed amendment.

The Fire-Rescue Department, Public Works Department, and Community Development Department have reviewed the proposed amendment and have determined that it will not cause adverse impacts to access for emergency services or the City's street network.

In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizon's: Greenville's Community Plan. The Planning and Zoning Commission recommend approval of the proposed ordinance amendment at their September 20, 2011 meeting. If City Council determines to approve the amendment request, a motion to adopt the ordinance will be needed. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why City Council considers the action taken to be reasonable and in the public interest. If City Council determines to deny the amendment request, in order to comply with this statutory requirement, it is recommended that the motion be as follows: Motion to deny the requested text amendment and to make a finding and determination that the denial of the text amendment request is consistent with the comprehensive plan and that the denial of the text amendment request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and objectives of the comprehensive plan.

Mayor Dunn declared the public hearing for the proposed amendment open at 9:40 pm and invited anyone wishing to speak in favor to come forward.

Durk Tyson – Rivers and Associates, Inc.

Mr. Tyson stated Mr. Padgett provided a good explanation of their request and he had no further comment, but was available to answer questions should the City Council need clarification.



Hearing no one else wishing to speak in favor of the proposed amendment, Mayor Dunn invited comment in opposition. Hearing no one, Mayor Dunn closed the public hearing at 9:42 pm.

Council Member Joyner moved to adopt the ordinance to amend the Zoning Ordinance, Section 9-4-96 (F) Proximity to Streets. Council Member Mercer seconded the motion, which passed by unanimous vote.

- Ordinance to annex Foss Commercial Park, Lot 2, involving 1.145 acres located on the southern right-of-way of US 264 Alternate approximately 540 feet west of its intersection with Frog Level Road (NCSR 1127) adjacent to City of Greenville property (GUC substation)

Chief Planner Chris Padgett showed a map depicting the proposed annexation area, which is located on the southern right-of-way of US 264 Alternate approximately 540 feet west of its intersection with Frog Level Road (NCSR 1127) adjacent to City of Greenville property (GUC substation) in Voting District #2. The property is currently vacant with no population, and no population is anticipated at full development. Current zoning is CH (Heavy Commercial), with the proposed use being a recycling center. Present tax value is \$25,900, with tax value at full development estimated at \$1,218,220.

Mayor Dunn declared the public hearing for the proposed annexation open at 9:43 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 9:44 pm.

Council Member Joyner moved to adopt the ordinance to annex Foss Commercial Park, Lot 2, involving 1.145 acres located on the southern right-of-way of US 264 Alternate approximately 540 feet west of its intersection with Frog Level Road (NCSR 1127) adjacent to City of Greenville property (GUC substation). Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Ordinance to annex Upton Tract, Phase 1-Revised involving 0.52 acres located on the cul-de-sac of Wyngate Drive east of Wyngate, Phase 2, Section 2, and approximately 500 feet north of MacGregor Downs Road

Chief Planner Chris Padgett showed a map depicting the proposed annexation area, which is located on the cul-de-sac of Wyngate Drive east of Wyngate, Phase 2, Section 2, and approximately 500 feet north of MacGregor Downs Road in voting district #1. The property is currently vacant with no population, and no population is anticipated at full development. Current zoning is MS (Medical Support), with the proposed use being



a parking lot containing 37 spaces. Present tax value is \$0, with tax value at full development estimated at \$26,275.

Mayor Dunn declared the public hearing for the proposed annexation open at 9:45 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 9:46 pm.

Mayor Pro-Tem Kittrell requested that he be excused from discussion and voting on this item due to his recent appointment to the Hospital Board. Upon motion by Council Member Joyner and second by Council Member Glover, the City Council voted unanimously to excuse Mayor-Pro Tem Kittrell.

Council Member Joyner moved to adopt the ordinance to annex Upton Tract, Phase 1- Revised involving 0.52 acres located on the cul-de-sac of Wyngate Drive east of Wyngate, Phase 2, Section 2, and approximately 500 feet north of MacGregor Downs Road. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Resolution to close a portion of West Gum Road

Public Works Director Wes Anderson stated Perdue Agri Business is requesting to close a ten (10) foot wide strip of West Gum Road (a right-of-way reduction) running along the northern right-of-way of West Gum Road from Jule Street to Seaboard Coastline Railroad. A drainage and utility easement will be retained by the City and the Greenville Utilities Commission (GUC) over the section of the street right-of-way that will be closed. City and GUC staffs have reviewed the proposed closing, and no objections or adverse comments were provided. The required Resolution of Intent to Close was adopted on September 8, 2011.

Mayor Dunn declared the public hearing open at 9:48 pm and invited anyone in favor of the proposed closure to come forward. Hearing none, she invited comment in opposition. Also hearing none, Mayor Dunn declared the public hearing closed at 9:49 pm.

Upon motion by Council Member Joyner and second by Council Member Blackburn, the resolution to close a portion of West Gum Road was approved by unanimous vote.

PUBLIC COMMENT

There were no citizens present who wished to address the City Council.



OTHER ITEMS OF BUSINESS

- Endorsement of proposed ranking of transportation projects for inclusion in the Greenville Area Metropolitan Planning Organization's transportation improvement project priority list

Public Works Director Wes Anderson stated that in January 2011 the North Carolina Department of Transportation (NCDOT) released a new methodology for developing the bi-annual highway transportation projects priorities list. This process is a significant departure from the previous methodology.

The new methodology provides each Metropolitan Planning Organization (MPO) with NCDOT's quantitative score for projects submitted for consideration in the State's Transportation Improvement Plan (TIP). In November 2011, the MPO must submit to NCDOT a prioritization of its highway projects. This new approach provides the MPO the opportunity to prioritize the projects to maximize the points these projects earn which increases their potential for funding.

The new system allows each MPO to divide 1300 points among all of its highway transportation projects. Each project can be given no more than 100 points by an MPO. It is through this mechanism that MPOs effectively rank candidate projects.

Conceptually, an MPO can improve the funding potential of a project by awarding more points to those projects that received a higher score through NCDOT's quantitative scoring process.

Mr. Anderson stated Staff has developed an implementation plan by merging MPO best management practices into NCDOT's new methodology. He then discussed the tentative timeline associated with the implementation plan and summarized the proposed rankings for the transportation improvement project list.

Mayor Pro-Tem Kittrell stated he owns land which will be impacted by the project and asked that he be excused from the vote.

Council Member Joyner moved to excuse Mayor Pro-Tem Kittrell from the vote on this item, seconded by Council Member Smith, and the motion passed by unanimous vote.

Council Member Joyner moved to endorse the proposed prioritization of highway transportation improvement projects. Council Member Blackburn seconded the motion, which passed by unanimous vote.



- Resolutions approving the exchange of property for construction of Melody Lane

Public Works Director Anderson stated the interagency agreement implementing the recommendations of the Traffic Separation Study for the City's railroad crossings was approved by all parties on November 20, 2010. This agreement includes the closing of five existing at-grade railroad crossings on City streets. One of the five crossings that will be closed is West Dudley Street, which is the only at-grade crossing that provides residents of the West Meadowbrook neighborhood direct access to North Greene Street. In order to maintain access to the east, the City is proposing to construct a connector street, Melody Lane, from West Dudley Street north to Airport Road.

Mr. Anderson stated the City has already acquired most of the property needed for the new street right-of-way. Two property exchanges are required to secure the remaining right-of-way necessary to construct the street. One exchange will convey City property to Greenville Community Christian Church, Inc., in exchange for the dedication of property for the new right-of-way on the west side of the proposed street near Airport Road. The second exchange will convey City property to Edwards Property Group, LLC, in exchange for the dedication of property for a portion of the new right-of-way on the east side of the street near Airport Road.

Although the City is conveying more property to other parties than it is receiving in these exchanges, Mr. Anderson stated the exchange has other benefits. The City will eliminate the cost of maintaining property for which it has no use and will add property to the City and County's tax rolls. Greenville Community Christian Church, Inc. and Edwards Property Group, LLC support the property exchange. City staff recommends that City Council approve the proposed property exchange for the construction of Melody Lane.

Council Member Joyner moved to approve the two resolutions authorizing the exchange of property necessary to construct Melody Lane from West Dudley Street to Airport Road. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Establishment of fair market value of City-owned property at 806 Fleming Street

Community Development Director stated the Community Development Department has recently received interest from a citizen in acquiring property owned by the City of Greenville. The property is Tax Parcel #22141 located on Fleming Street and was once addressed as 806. The property is a substandard lot containing 0.10 acres and



approximately 20 feet of width. The property was acquired by the City of Greenville in 2001 by means of a voluntary sale to remove a dilapidated structure on the property. The property has limited use because of its size. Because of this factor, City staff did not see the need to obtain an appraisal, as the cost to complete an appraisal report would be a substantial amount of the value of the property as established by the Pitt County Tax Assessor's Office. Staff consulted the Pitt County Tax Assessor's Office to determine if the value assessed by the Tax Office was the market value. Based upon the opinion of Mr. B.J. Pittman of the Tax Assessor's Office, the parcel was determined to have a value of \$2,545. If City Council agrees to establish the value for the parcel at \$2,545, staff would proceed with advertising the site to interested parties for submission of sealed bids. Staff would bring back to City Council at a future meeting the highest bid to authorize sale of the parcel.

Council Member Joyner moved to establish the fair market value of city-owned property located at 806 Fleming Avenue at \$2,545. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

COMMENTS FROM MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

City Manager Bowers gave no comment.

ADJOURNMENT

Council Member Joyner moved to adjourn the meeting, seconded by Council Member Smith. There being no discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 10:10 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Purchase of a rear-mounted aerial platform fire truck

Explanation: Fire-Rescue staff recommends the purchase of a Pierce Arrow 4-door cab, tandem axle truck with a 100-foot rear-mounted ladder with platform from Triad Fire, Inc. of Kernersville, through the Houston-Galveston Area Council cooperative purchasing contract. This new vehicle is replacing a 1997 ladder truck with a 110-foot aerial ladder.

The new truck and the one it is replacing involve an interlocal purchasing agreement between East Carolina University (ECU), Pitt County Memorial Hospital (PCMH), and the City of Greenville. The reason for this agreement is the Greenville Fire/Rescue Department's need for this type of vehicle to respond to high-rise building fires that are on the property of ECU and PCMH.

Fiscal Note: The total cost of this vehicle is \$936,285, including four training classes for Public Works vehicle mechanics and delivery of the vehicle. A detailed cost breakdown is attached. ECU and PCMH will contribute \$234,071.25 each to this purchase, while the City's Equipment Replacement Fund will be used to fund \$468,142.50 for the remainder of the cost.

Recommendation: Approve the purchase of the rear-mounted aerial platform fire truck from Triad Fire, Inc. of Raleigh through the Houston-Galveston Area Council cooperative purchasing contract.

Attachments / click to download

 [Cost Breakdown for Fire Truck](#)

Cost Detail for
Pierce Arrow Ladder Truck

Item description	Cost
Base unit price of vehicle	\$ 836,983.00
Options	
Change transmission to PR in place of standard	\$ 9,221.00
Silicone hoses	\$ 633.00
TAK-4 suspension	\$ 13,493.00
Aluminum wheels tandem axle	\$ 4,875.00
Q2B siren	\$ 3,365.00
Safety system	\$ 6,467.00
Frontal airbags	\$ 1,787.00
Add front trash line (including hose tray & bumper extension)	\$ 2,403.00
Each additional transverse preconnect hose bed for 2 1/2 inch	\$ 2,710.00
Increase pump from 1500 to 2000	\$ 6,623.00
Electric cord reel with 200' of 10/3 (10/4 yellow)	\$ 2,679.00
Hydraulic 10 KW	\$ 18,286.00
750 watt flood light (5 x \$ 1432.00 @)	\$ 7,160.00
1500 watt flood light (2 x \$ 1615.00 @)	\$ 3,230.00
AC power to tip	\$ 2,092.00
Upgrade rear axle to 58,000 pounds	\$ 4,167.00
10" raised cab roof with aerial notch	\$ 4,366.00
Brushed S/S scuffplate on rear of engine tunnel	\$ 285.00
Polished S/S scuffplate on cab & crew cab door jambs	\$ 608.00
Patterned S/S trim band across front of cab	\$ 748.00
Upgrade mirrors to Ramco door mount with integral convex	\$ 988.00
Electric door locks for cab doors with 2 fobs	\$ 1,118.00
Key pad electric door locks	\$ 514.00
Compartments, one each side of crew cab, painted doors	\$ 780.00
Two forward facing EMS cabinets outboard of forward facing seats	\$ 3,196.00
Change to hands free II SCBA brackets from base	\$ 900.00
Upgrade alternator to 400 amp Niehoff	\$ 2,213.00
Upgrade FMVSS to HID headlights & LED on cab and basket	\$ 1,680.00
Upgrade front warning to four Whelen M6 LED w/ bezel	\$ 1,038.00
Two-tone paint on cab with shield	\$ 945.00
Notched cover for front bumper hose tray, D-ring	\$ 624.00
Eight Amdor painted roll-up doors	\$ 1,104.00
Nine drip pans for roll-up doors	\$ 1,084.00
Four floor mounted trays	\$ 2,839.00
One slide out and tilt tray	\$ 593.00
Five shelves and tracks	\$ 1,410.00
Upgrade 24' to 28' ext ladder	\$ 150.00
Upgrade to one 16' roof ladder to 20'	\$ 125.00
Provide 12', 8' & 6' pike poles, two each	\$ 544.00
Two additional steps on front body bulkhead	\$ 562.00
Vinyl flaps for side of crosslay cover	\$ 310.00
Boom support compartments, one each side	\$ 1,431.00
Light/step shield, 8", on pump panel, one each side, LED lights	\$ 1,098.00
Upgrade rear DOT to Whelen M6 with common bezel	\$ 1,693.00

Cost Detail for
Pierce Arrow Ladder Truck

On scene LED compartment light, NFPA minimum	\$ 2,961.00
Upgrade under body perimeter lights to LED	\$ 1,450.00
Two Whelen 700 scene lights under rear body	\$ 478.00
One pair of Whelen 600 scene lights on rear body	\$ 461.00
Unity deck light at front of hosebed	\$ 93.00
Upgrade air horns to Grover Stuttertone	\$ 300.00
Upgrade body warning lights to Whelen M and add lights	\$ 1,609.00
Traffic director with ADP box on rear	\$ 2,141.00
Greenville FR graphics & shelving allowance	\$ 7,000.00
Cord reel enclosure for cargo area	\$ 371.00
Change platform ladder from steel to aluminum	\$ 57,871.00
Add push button to officer's side for air horns and Q2B	\$ 221.00
Change colors on four discharges	\$ 94.00
Add one shelf to driver's side crew cab EMS cabinet	\$ 125.00
20 Amp 2-circuit junction box and treadplate holder	\$ 1,063.00
Add 14' roof ladder and brackets to fly	\$ 812.00
Add 8' pike pole and brackets to fly	\$ 256.00
Add 3-in-1 Lyfe attachment	\$ 2,341.00
Add third position to intercom	\$ 700.00
1/4" black vinyl stripe on front of cab paint break	\$ 141.00
Preferred customer discount	\$ (109,823.00)
Subtotal	\$ 92,802.00
Other cost items	
Mechanic training	\$ 2,000.00
Delivery	\$ 2,500.00
Subtotal	\$ 4,500.00
HGAC fee	\$ 2,000.00
Total	\$ 936,285.00



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Professional services agreement for the design of the Emergency Operations Center

Explanation: The City's current Emergency Operations Center (EOC) is located in the Police and Fire/Rescue Headquarters building. This facility is not rated to withstand the hurricane level winds that Coastal North Carolina may experience. This project will ensure that the EOC and the personnel within it will be able to survive severe weather events and support City response and recovery efforts. The new EOC facility, when not used as an emergency operations center, will be used as a classroom in support of the Fire/Rescue Department's training center which is also on the property.

The Public Works Department recently solicited Request for Qualifications from qualified engineering/architecture firms interested in providing design services for the Emergency Operations Center. Services include designing the facility for compliance with the applicable FEMA Standards. In addition, the design will consider the following:

- Secure vehicle and personnel access to the facility,
- Conduits and wiring to support present and anticipated future communication and information technology improvements,
- Backup server area sized to support minimum City functions during response operations and initial recovery operations,
- Constructed to E-300 energy efficiency standards,
- Consider and, if deemed appropriate, design for US Green Building Councils Leadership in Energy Efficiency and Design Program Certification,
- Estimated size of the building is no less than 3,000 square feet.

The consultant will provide design, specifications, and contract documents; participate in the construction bid selection process; and provide construction administration services.

In response to the request for Request for Qualifications, 15

engineering/architecture firms submitted proposals. A list of these 15 firms is attached. Six firms were selected for interviews. Oakley Collier Architects of Rocky Mount, NC, was selected as the firm most qualified to perform the design for this project. The contract is a lump-sum fee. The design will begin in December 2011, and it is expected to be completed by June 2012. After completing the design and obtaining all applicable permits, the project is expected to go out for bids in early July 2012 with construction starting in September 2012.

Fiscal Note:

Construction is partially funded through a federal grant. The design will be required to meet federal requirements under the grant program.

The federal grant is for \$600,000 with a \$200,000 match required from the City. An appropriation for the matching funds was approved by City Council as a budget amendment on September 8, 2011. Public Works and Fire-Rescue staffs anticipate that an additional \$200,000 will be required to construct the project. Staff will identify a proposed source of these funds during the design process. Maximum cost of the project to include design and construction is anticipated to be \$1,000,000.

The proposed budget is as follows:

Building/Site Development	\$850,000.00
Contingency	26,000.00
Testing/Special Inspections	12,500.00
Geo technical Investigation	2,000.00
Survey	3,000.00
Design Fees	<u>106,150.00</u>
TOTAL ESTIMATED BUDGET	\$999,650.00

Recommendation:

Approve the attached professional services agreement with Oakley Collier Architects in the amount of \$106,150 for design of the Emergency Operations Center.

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

Attachments / click to download

[Contract for EOC Design](#)

[RFQs recieved by the City for EOC 912910](#)

REQUESTS FOR QUALIFICATIONS RECEIVED BY THE CITY OF GREENVILLE	
FIRM	LOCATION
Becker Morgan Group	Wilmington, NC
Darden J. Eure & Associates, PA	New Bern, NC
HH Architecture	Raleigh, NC
In Situ Studio	Raleigh, NC
JAE Architecture	Wake Forest, NC
JKF Architecture	Greenville, NC
Little Diversified Architectural Consulting	Durham, NC
Loving Design	Greenville, NC
MHA Works	Greenville, NC
Oakley Collier Architects	Rocky Mount, NC
Ratio Architects Inc	Raleigh, NC
Small Kane Webster Conley Architects, PA	Raleigh, NC
Stewart Cooper Newell Architects	Gastonia, NC
Walker Group Architecture	New Bern, NC
Ware Bonsall Architects	Charlotte, NC

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/ARCHITECT
FOR
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

and

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

THIS IS AN AGREEMENT effective as of December , 2011 (“Effective Date”) between

_____ (“Owner”) and
Oakley Collier Architects, PA (“Engineer/Architect”).

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

City of Greenville Emergency Operations Center (“Project”).

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

Architectural/Engineering Design Services for the Emergency Operation Center

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER/ARCHITECT

1.01 *Scope*

- A. Engineer/Architect 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/Architect as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer/Architect may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer/Architect pursuant to this Agreement. Engineer/Architect 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/Architect is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer/Architect 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/Architect, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's/Architect's services is impaired, or Engineer's/Architect's services are delayed or suspended, then the time for completion of Engineer's/Architect's services, and the rates and amounts of Engineer's/Architect'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/Architect's services, and the rates and amounts of Engineer's/Architect'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/Architect's performance of its services.
- E. If Engineer/Architect 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/Architect shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer/Architect 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/Architect and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer/Architect for services and expenses within 30 days after receipt of Engineer's/Architect's invoice, then:

1. amounts due Engineer/Architect 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/Architect 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/Architect for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer/Architect 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/Architect's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's/Architect's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer/Architect 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/Architect cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer/Architect. 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/Architect 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/Architect 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/Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's/Architect's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's/Architect's services. Engineer/Architect 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/Architect may employ such Consultants as Engineer/Architect 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/Architect 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/Architect and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer/Architect in writing any and all policies and procedures of Owner applicable to Engineer's/Architect performance of services under this Agreement provided to Engineer/Architect in writing. Engineer/Architect 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/Architect's scope of services, times of performance, or compensation.
- F. Engineer/Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer/Architect having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer/Architect cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer/Architect or payment of any amount due to the Engineer/Architect in any way contingent upon the Engineer/Architect 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/Architect shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer/Architect 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/Architect 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/Architect 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/Architect 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/Architect’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/Architect.
- L. While at the Site, Engineer’s/Architect’s employees and representatives shall comply with the specific applicable requirements of Contractor’s and Owner’s safety programs of which Engineer/Architect has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer/Architect shall be responsible only for those Construction Phase services expressly required of Engineer/Architect 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/Architect that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer/Architect 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/Architect shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer/Architect) 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/Architect 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/Architect 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/Architect 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/Architect, 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/Architect; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer/Architect, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer/Architect or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer/Architect 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/Architect; and (4) such limited license to Owner shall not create any rights in third parties.

- F. If Engineer/Architect 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/Architect at rates or in an amount to be agreed upon by Owner and Engineer/Architect.

6.04 *Insurance*

- A. Engineer/Architect shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer/Architect shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer/Architect.
- 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/Architect 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/Architect 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/Architect'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/Architect'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/Architects 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/Architect 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/Architect 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/Architect 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/Architect.

2. By Engineer/Architect: Engineer/Architect may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's/Architect's performance has been substantially delayed through no fault of Engineer/Architect.

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/Architect:
 - 1) upon seven days written notice if Owner demands that Engineer/Architect furnish or perform services contrary to Engineer's/Architect's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's/Architect's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's/Architect's control.
 - 3) Engineer/Architect 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/Architect's receipt of notice from Owner.

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/Architect 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/Architect 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/Architect for cause, Engineer/Architect 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/Architect'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/Architect are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer/Architect (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer/Architect) 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/Architect 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/Architect 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/Architect 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/Architect 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/Architect 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/Architect that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer/Architect, exist at the Site.
- C. If Engineer/Architect 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/Architect reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's/Architect's scope of services does not include any services related to Constituents of Concern. If Engineer/Architect 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/Architect 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/Architect's services under this Agreement, then the Engineer/Architect 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/Architect is performing professional services for Owner and that Engineer/Architect 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/Architect:* To the fullest extent permitted by law, Engineer/Architect 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/Architect or Engineer's/Architect'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/Architect 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/Architect 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/Architect, 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/Architect in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer/Architect, 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/Architect 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/Architect. Construction Cost does not include costs of services of Engineer/Architect 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/Architect to furnish services with respect to this Project as Engineer’s/Architect’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/Architect to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer/Architect 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/Architect* – 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/Architect has entered into this Agreement and for which the Engineer's/Architect'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/Architect 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/Architect and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer/Architect 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/Architect, 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/Architect 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/Architect’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer/Architect 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/Architect 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/Architect 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/Architect and Owner shall designate specific individuals to act as Engineer's/Architect's and Owner's representatives with respect to the services to be performed or furnished by Engineer/Architect 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/Architect's Certifications:*

- A. Engineer/Architect 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/Architect: Oakley Collier Architects, PA

By: Allen M. Thomas

By: Timothy D. Oakley, AIA

Title: Mayor

Title: President

Date: _____

Date: _____

Signed: _____

Signed: _____

Engineer/Architect License or Firm's
Certificate No. 50681
State of: North Carolina

Address for giving notices:
Public Works Department
1500 Beatty Street / PO Box 7207
Greenville, NC 27834

Address for giving notices:
Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804

Designated Representative (Paragraph 8.03.A):
Wesley B. Anderson, P.E.

Designated Representative (Paragraph 8.03.A):
Timothy D. Oakley, AIA

Title: Director of Public Works

Title: President

Phone Number: 252-329-4522

Phone Number: 252-937-2500

Facsimile Number: 252-329-3545

Facsimile Number: 252-937-2525

E-Mail Address: wbanderson@
greenvillenc.gov

E-Mail Address: toakley@oakleycollier.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer/Architect for Professional Services** dated December, 2011.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer/Architect shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's/Architect's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer/Architect, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate up to three alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's/Architect's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer/Architect recommends. The Engineer/Architect will explore the viability of achieving LEED certification, or, at a minimum, will recommend utilization of sustainable design practices. For each recommended solution Engineer/Architect will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer/Architect and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: to be determined in accordance with Exhibit A – Part 2.

7. Furnish 2 review copies of the Report and any other deliverables to Owner within 30 calendar days of the Effective Date and review it with Owner. Within 10 calendar days of receipt, Owner shall submit to Engineer/Architect any comments regarding the Report and any other deliverables.
1. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 2 copies of the revised Report and any other deliverables to the Owner within 10 calendar days of receipt of Owner's comments.
- B. Engineer's/Architect's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer/Architect shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - ~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: to be determined in accordance with Exhibit A - Part 2.
 6. Furnish 2 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 30 calendar days of authorization to proceed with this phase, and review them with Owner. Within 10 calendar days of receipt, Owner shall submit to Engineer/Architect any comments regarding the Preliminary Design Phase documents and any other deliverables.
 7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 10 calendar days after receipt of Owner's comments.
- B. Engineer's/Architect's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable

Construction Cost, and any other deliverables have been delivered to Owner. The Engineer/Architect will not move forward until the environmental review is complete.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer/Architect shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. The Engineer/Architect will provide 15 sets of site plans and 3 building plans for City permitting within the Base Fee.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer/Architect.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables: to be determined in accordance with Exhibit A - Part 2.
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 30 days of receipt, Owner shall submit to Engineer/Architect any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 15 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's/Architect's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer/Architect is to be performed or furnished under more than one prime contract, or if Engineer's/Architect's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer/Architect shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's/Architect's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime

contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer/Architect upon which the Engineer's/Architect's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer/Architect shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer/Architect shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents. Up to 10 sets of bidding documents shall be included in the Architect/Engineer's Base Fee.
 2. Prepare pre-bid minutes and issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer/Architect shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: to be determined in accordance with Exhibit A - Part 2.
 8. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer/Architect shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer/Architect may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* ~~DELETED~~
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference and prepare minutes prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer/Architect, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. ~~*Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer/Architect deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer/Architect, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer/Architect in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's/Architect's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer/Architect will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer/Architect shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's/Architect's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer/Architect to better carry out the duties and responsibilities assigned to and undertaken by Engineer/Architect during the Construction Phase, and, in addition, by the exercise of Engineer's/Architect's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform

in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer/Architect shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer/Architect have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer/Architect neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of Engineer's/Architect's observations, Engineer/Architect believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer/Architect may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer/Architect shall meet any Contractor's submittal schedule that Engineer/Architect has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.

Engineer's/Architect's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer/Architect shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer/Architect in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer/Architect shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's/Architect's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer/Architect recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's/Architect's representation to Owner, based on such observations and review, that, to the best of Engineer's/Architect's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's/Architect's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's/Architect's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer/Architect shall not thereby be deemed to have represented that observations made by Engineer/Architect to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer/Architect in this Agreement and the Contract Documents. Neither Engineer's/Architect's review of Contractor's Work for the purposes of recommending payments nor Engineer's/Architect's recommendation of any payment including final payment will impose on Engineer/Architect responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or

Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer/Architect to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
 17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer/Architect shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: to be determined in accordance with Exhibit A - Part 2.
 19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer/Architect may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer/Architect shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's/Architect's knowledge, information, and belief and based on the extent of the services provided by Engineer/Architect under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer/Architect for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer/Architect shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer/Architect shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing

or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer/Architect shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer/Architect shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables: to be determined in accordance with Exhibit A - Part 2.
 4. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer/Architect shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer/Architect or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws

and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's/Architect's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer/Architect.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer/Architect other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer/Architect to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer/Architect shall advise Owner in advance that Engineer/Architect is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer/Architect need not request or obtain specific advance written authorization from Owner. Engineer/Architect shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire

or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer/Architect and its staff with those terms of Owner's or Contractor's safety program provided to Engineer/Architect subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer/Architect for Professional Services** dated December, 2011.

Owner's Responsibilities

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/Architect 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/Architect 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/Architect's assessment of initially-available Project information and data and upon Engineer's/Architect's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer/Architect 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/Architect 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/Architect's services, or any defect or nonconformance in Engineer's/Architect's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer/Architect 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/Architect to enter upon public and private property as required for Engineer/Architect to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer/Architect (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/Architect 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/Architect'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/Architect 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/Architect 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/Architect 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/Architect 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/Architect 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/Architect.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer/Architect, 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/Architect 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/Architect with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer/Architect in writing of any specific requirements of safety or security programs that are applicable to Engineer/Architect, 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 2 pages, referred to in and part of the Agreement between Owner and Engineer/Architect for Professional Services dated December, 2011.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer/Architect for Basic Services set forth in Exhibit A, except for services of Engineer’s/Architect’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$106,150 based on the following estimated distribution of compensation:

a. Study and Report Phase	<u>\$21,230</u>
b. Preliminary Design Phase	<u>\$15,923</u>
c. Final Design Phase	<u>\$37,151</u>
d. Bidding and Negotiating Phase	\$ <u>5,308</u>
e. Construction Phase	<u>\$21,230</u>
f. Post-Construction Phase	\$ <u>5,308</u>
 2. Engineer/Architect may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s/Architect’s services and services of Engineer’s/Architect’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer’s/Architect’s services will be based upon Engineer’s/Architect’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 18 months. If such period of service is extended, the compensation amount for Engineer's/Architect's services shall be appropriately adjusted.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer/Architect for Additional Services, if any, as follows:

1. *General:* For services of Engineer's/Architect's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's/Architect's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's/Architect's Consultant's charges, if any.

2. *LEED Certification:* Should the Owner decide to pursue LEED certification, the following additional costs shall apply:

- | | |
|------------------------------|-----------------------------|
| a. Required Pre-requisties: | \$20,000 |
| b. Application Fees (USGBC): | \$ 3,500 |
| c. Increased Project Costs: | 2%-3% of construction costs |

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer/Architect at the rates set forth in Appendix 1 to this Exhibit C.

2. 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.

3. The amounts payable to Engineer/Architect for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer/Architect, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment For Additional Services:

1. Whenever Engineer/Architect is entitled to compensation for the charges of Engineer's/Architect's Consultants, those charges shall be the amounts billed by Engineer's/Architect's Consultants to Engineer/Architect times a factor of 1.2.
2. *Factors:* The external Reimbursable Expenses and Engineer's/Architect's Consultant's Factors include Engineer's/Architect's overhead and profit associated with Engineer's/Architect's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's/Architect's charges and upon Owner's timely request, Engineer/Architect shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer/Architect for Professional Services** dated December, 2011.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Fax	\$ <u>1.00</u> /page
8"x11" Copies	<u>.20</u> /page
Plots (Original Plan Sheets)	<u>10.00</u> /per sheet
Prints (Reproducible Copies - Paper)	<u>2.50</u> /per sheet
Mileage (auto)	<u>.65</u> /mile
Meals and Lodging	as incurred
Misc Fees and Permits	as incurred
Postage and Shipping	as incurred

This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer/Architect for Professional Services** dated December, 2011.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Principal Architect	\$200/hour
Sr. Designer	\$175/hour
Sr. Project Manager	\$150/hour
Construction Administrator	\$100/hour
Production	\$95/hour
Administrative	\$45/hour

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

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER/ARCHITECT:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer/Architect

The Engineer/Architect hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer/Architect for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: _____

Title: _____

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer/Architect.
3. This Notice is given as to the best of Engineer’s/Architect’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer/Architect has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s/Architect’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s/Architect’s knowledge or could reasonably have been ascertained by Engineer/Architect as a result of carrying out the responsibilities specifically assigned to Engineer/Architect under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer/Architect for Professional Services** dated December, 2011.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

- A. Owner and Engineer/Architect hereby agree to a Construction Cost limit in the amount of \$876,000 which includes a contingency of three percent.
- ~~B. A bidding or negotiating contingency of three percent will be added to any Construction Cost limit established.~~
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer/Architect will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer/Architect may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer/Architect. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer/Architect shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's/Architect cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer/Architect on account of such services. The providing of such services will be the limit of Engineer's/Architect's responsibility in this regard and, having done so, Engineer/Architect shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December, 2011.

Insurance

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: \$1,000,000 _____
 - 2) Disease, Policy Limit: \$1,000,000 _____
 - 3) Disease, Each Employee: \$1,000,000 _____
- 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: \$1,000,000 _____
 - 2) General Aggregate: \$1,000,000 _____
- 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): \$ _____

~~2. By Owner:~~

~~a. Workers' Compensation: _____ Statutory~~

~~b. Employer's Liability —~~

- ~~1) Each Accident _____ \$ _____~~
- ~~2) Disease, Policy Limit _____ \$ _____~~
- ~~3) Disease, Each Employee _____ \$ _____~~

~~c. General Liability —~~

- ~~1) General Aggregate: _____ \$ _____~~
- ~~2) Each Occurrence (Bodily Injury and Property Damage): _____ \$ _____~~

~~d. Excess Umbrella Liability _____`~~

- ~~1) Each Occurrence: _____ \$ _____~~
- ~~2) General Aggregate: _____ \$ _____~~

~~e. Automobile Liability Combined Single Limit (Bodily Injury and Property Damage):~~

~~_____ Each Accident: _____
_____ \$ _____~~

~~f. Other (specify): _____ \$ _____~~

~~B. Additional Insureds:~~

- ~~1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:~~

- a. Oakley Collier Architects, PA
Engineer

- b. Stewart Engineering
Engineer's Consultant

- e. AME Engineers
Engineer's Consultant

- d. Stocks Engineering
Engineer's Consultant

- ~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.~~

- ~~3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.~~

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

Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer/Architect Agreement: _____
- b. Owner: _____
- c. Engineer/Architect: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer/Architect shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer/Architect the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

- 5. Agreement Summary (Reference only)
 - a. Original Agreement amount: \$ _____
 - b. Net change for prior amendments: \$ _____
 - c. This amendment amount: \$ _____
 - d. Adjusted Agreement amount: \$ _____

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/Architect 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 _____.

OWNER:

ENGINEER/ARCHITECT:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Amendment to the Assignment of Classes to Salary Grades and Ranges and position reallocation (Public Safety Systems Analyst)

Explanation: The technological demands of the Greenville Police and Fire-Rescue Departments have increased substantially in recent years. Significant investment of staff time and fiscal resources were devoted to replacing the aging computer aided dispatch and records management systems during 2008-2009. Police patrol officers and Fire-Rescue emergency medical technicians now have access to key computing and database resources without leaving their vehicles. Enhanced crime analysis is a key component of crime prevention planning and criminal investigative efforts.

Working together, the Assistant City Manager and Information Technology Director identified an opportunity to assign a full-time Information Technology Department staff member to the Police and Fire-Rescue Departments. Several significant duties performed by IT staff are proposed to be transferred to a public safety technology position to be located organizationally in the Police Department.

Human Resources staff reviewed the proposed job description, job description questionnaire, and job evaluation manual prepared by the Information Technology Director and forwarded that information to the City's classification and compensation consultant (Waters Consulting Group) for recommended action. Based on the public safety duties and assignments to be transferred, the position has more demanding responsibilities and responsibilities of a higher magnitude. Consequently, Waters Consulting Group recommends the position be reclassified and assigned to a different salary grade.

The current job title is Information Technology Support Specialist II in pay grade 114. The salary range for pay grade 114 is minimum - \$44,886.40 and maximum - \$67,329.60. The proposed new job title is Information Technology Support Specialist III in pay grade 115. The pay grade 115 minimum salary is \$48,484.80 and maximum salary is \$72,716.80.

Based on City Personnel Policies, the recommended position title and pay grade will not result in a pay increase for the employee proposed to be transferred, since the employee's current pay exceeds the pay grade 115 minimum pay level.

Department Name	Job Title	Pay Grade	Position Change
Information Technology	IT Support Specialist II	114	-1
Police	IT Support Specialist III	115	+1

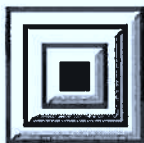
Fiscal Note: No current budgetary impact.

Recommendation: Approve the amendment to the Assignment of Classes to Salary Grades and Ranges and the reallocation of one position from the IT Department to the Police Department.

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

Attachments / click to download

[Memo from The Waters Consulting Group, Inc.](#)



THE WATERS
CONSULTING
GROUP, INC.

**To: Gerry Case, Director
City of Greenville Human Resources Department**

**From: Ruth Ann Eledge, V.P. and Senior Consultant
The Waters Consulting Group, Inc.**

Date: November 8, 2011

Re: Review of Proposed Public Safety Systems Analyst

The Waters Consulting Group, Inc. was asked to review a request from the City of Greenville (COG) Information Technology Director to create a new information technology position. A Job Description Questionnaire, draft job description, and Job Evaluation Manual were provided as documentation for the request. The process used to review the request included an analysis of these documents as well as a review of the current Job Evaluation ratings for similar classifications in the new compensation system.

As a result of the review and analysis, the following recommendations are being made:

1. The proposed position's responsibilities are significantly different from current job titles to justify the creation of a new classification;
2. The proposed job evaluation ratings are provided in the attached job evaluation spreadsheet;
3. It is recommended that the title for this new classification should be Information Technology Support Specialist III; and
4. The new classification should be placed in grade 115, one grade higher than the Information Technology Support Specialist II and at the same grade as the Systems Analyst I.

While the general responsibilities and job essential functions are similar to the Information Technology Support Specialist II, after closer review there are higher level duties that will be assigned to this classification that support the creation of a higher level in this career ladder. I am available to discuss this recommendation further if you have questions.

R. Eledge (electronic signature)

Ruth Ann Eledge, V.P. and Senior Consultant
The Waters Consulting Group, Inc.

attachment



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Grant of sanitary sewer easement on the Pitt-Greenville Airport property to Greenville Utilities Commission for the Westside Sanitary Sewer Project

Explanation: The acquisition of a pump station site and 84 individual easements is necessary in order to construct the Westside Sanitary Sewer Project. Of these 85 total acquisitions, 41 are from private property owners, 44 are from the City of Greenville, one is from the Pitt County-Greenville Airport Authority, and one is from the Housing Authority of the City of Greenville. The Pitt-Greenville Airport Authority has previously authorized grant of this easement by resolution dated August 11, 2011, a copy of which is attached hereto and made a part hereof. Greenville Utilities Commission (GUC) requests that the City of Greenville approve the execution of such Grant of Sanitary Sewer Easement and Access Easement for Ingress, Egress and Regress by the Mayor of Greenville, and that the Mayor's signature be attested by Carol L. Barwick as City Clerk, and the official seal of the City of Greenville be affixed.

This action is necessary in order for GUC to receive an SRF loan of approximately \$14.5 million. This is an easement for the same project for which the Greenville City Council on November 14, 2011 agreed to approve the execution of similar easements across 37 properties owned by the City of Greenville, including 14 FEMA lots.

GUC respectfully requests the execution of this easement on behalf of the Pitt-Greenville Airport Authority and has submitted a similar request to the County of Pitt, which has added this item to the agenda for its December 5, 2011 meeting.


Fiscal Note: No costs to the City.

Recommendation: Authorize the execution of a Grant of Sanitary Sewer Easement and Access Easement for Ingress, Egress and Regress to Greenville Utilities Commission on

the Pitt-Greenville Airport property

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

Attachments / click to download

 [GUC Easement- Pitt Greenville Airport Authority](#)

GUC UTILITIES EASEMENT RESOLUTION

A motion was made by Max Joyner, Authority Member and seconded by Eugene James, Authority Member for the adoption of the following Resolution, and upon being put to a vote was duly accepted:

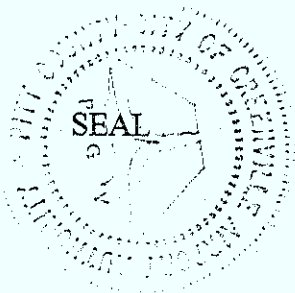
WHEREAS, the Greenville Utilities Commission desires a permanent utilities easement and a temporary construction easement along the Pitt-Greenville Airport Authority's property identified as Tax Parcel Number 29143, and

Attachment number 1
Page 1 of 6

WHEREAS, the Pitt-Greenville Airport Authority has the authority to convey the rights, easements, and privileges as requested by the Greenville Utilities Commission,

NOW THEREFORE, BE IT RESOLVED THAT THE Pitt-Greenville Airport Authority hereby grants the requested easement.

This the 11th day of August, 2011.



Signed: A Wayne Holloway

Title: Chairman, Pitt-Greenville Airport Authority

NORTH CAROLINA
PITT COUNTY

GRANT OF SANITARY SEWER EASEMENT AND ACCESS EASEMENT FOR INGRESS, EGRESS, AND REGRESS DATE _____ Attachment number 1 Page 2 of 6

KNOW ALL MEN BY THESE PRESENTS, that the undersigned "GRANTOR" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to it in hand paid by GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, 401 South Greene Street (PO Box 1847), Greenville, NC 27835-1847, hereinafter referred to as the "COMMISSION" and the "GRANTOR," the receipt of which is hereby acknowledged, does hereby grant the City of Greenville, a body politic and corporate in Pitt County, North Carolina, for use of the "COMMISSION," its licensees, successors and assigns, the right, privilege and easement to go in, through, under, and upon lands of the GRANTOR located in Greenville Township, Pitt County, North Carolina, and more fully described as follows:

New thirty-foot (30') wide permanent utility easement containing ninety-three thousand, two-hundred eighty-eight 7/10 (93,288.7) square feet, more or less;

New temporary construction easement containing eleven thousand, two-hundred fifty (11,250.0) square feet, more or less.

All as shown on that certain plat entitled "Easement Survey for Greenville Utilities Commission, Across the Property of Pitt County-City of Greenville Airport Authority, Deed Book A-51, Page 774, Tax Parcel Number 29143; Project Parcel 15, City of Greenville, Greenville Township ~ Pitt County ~ North Carolina, Date: January 18, 2011", signed January 25, 2011, by Stephen N. Spruill, Professional Land Surveyor Number L-2723, Spruill & Associates, Inc., 2747 East Tenth Street, Greenville, North Carolina 27858, Telephone Number (252) 757-1200, Firm No. C-978, Denominated Drawing No. 090.13PGA, to which reference is hereby made for a more particular and accurate description of such property.

Tax Parcel # 29143, according to the records in the Office of the Tax Assessor and Tax Collector of Pitt County, North Carolina.

(Reference is hereby made to Deed Book A-51, at Page 774, in the Office of the Register of Deeds of Pitt County, North Carolina) and to construct, install, operate and maintain a sanitary sewer easement in a manner suitable to the Commission upon, across, under and through said premises within an easement and right of way strip of the width, location and approximate length hereinafter defined and to be utilized by the Commission a permanent easement and a temporary construction easement for the public use with the right to do all things necessary or convenient thereto, including the following:

- (a) the right of officers, agents, and workmen of the Commission and its contractors to go to and from said right of way strip at all times over the above described land by such route or routes as shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said lines for the purpose aforesaid;
- (b) the right and privilege to enter upon the land included in the construction easement hereinabove described for the purpose of constructing said utility facilities, and the right and privilege at all times to enter upon the land included in the area of the permanent easement hereinabove described for the maintenance and repair of said utility facilities;

- (c) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Commission desires, such fences may be opened and re-closed or temporarily removed and replaced, or Commission may provide suitable gates therein) and all vegetation which may interfere with the utility facilities herein described and to use (1) chemicals which are not injurious to human beings, domestic animals, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;
- (d) the right to install, construct, repair, maintain and operate all utility lines, structures and appurtenant facilities of the Commission.

The structures and appurtenant facilities installed by the Commission shall be and remain the property of the Commission and may be removed by it at any time and from time to time.

Grantor reserves the right to use the lands in and over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights, except that Grantor agrees that (1) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said utility facilities shall be placed within the area of said strip without the express written permission of the Commission; and (2) the Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

Attachment number 1
Page 6

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

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

Grantor:	Name: Pitt County-City of Greenville Airport Authority Address: P.O. Box 671 City/State/Zip: Greenville, NC 27834
Commission:	Greenville Utilities Commission 401 S. Greene Street P.O. Box 1847 Greenville, North Carolina 27835-1847

TO HAVE AND TO HOLD the aforesaid rights, privileges and construction easement unto the Grantee for such period of time as may be required to complete the construction of said utility facilities, and thereafter a permanent easement unto the Grantee and its successors, licensees and assigns for the uses and purposes hereinabove set forth.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, licensees, successors and assigns, covenants to and with the Commission, its licensees, successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights, easements and privileges herein described; that the same is free and clear from any and all encumbrances not satisfactory to the Commission; that the Commission shall have quiet and peaceful possession, use and enjoyment of the aforescribed easement of right of way, rights and privileges; that the Grantor shall execute such further assurances thereof as may be required by the Commission; and Grantor will forever warrant and defend the title to the said easement of right of way, rights and privileges against the lawful claims of all persons whomsoever.

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

IN TESTIMONY WHEREOF, each GRANTOR has caused this Deed of Release to be executed in its name and duly attested by authorized officers, and its official seals to be hereto affixed, all by Resolutions duly entered by the respective public bodies, the City Council of the City of Greenville, and the Board of Commissioners of the County of Pitt, as joint owners of the Pitt-Greenville Airport Authority under §63-4 and §63-6 of the General Statutes of North Carolina, as joint tenants, and under §571 of the 1967 Session Laws of the State of North Carolina, effective on the day and year first above written.

COUNTY OF PITT

Attachment number 1
Page 4 of 6

By: _____
Chair

[SEAL]

Attest:

County Clerk

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, certify that _____ personally came before me this day and acknowledged that she is Clerk of the Pitt County Board of Commissioners, and that the foregoing instrument was signed by _____, its Chair, attested by herself at its Clerk, and has hereunto affixed its corporate seal, all by authority of its Board of Commissioners duly given and for the purposes herein expressed.

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2011.

NOTARY PUBLIC

My Commission Expires:

NORTH CAROLINA
PITT COUNTY

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

This the _____ day of _____, 2011.

REGISTER OF DEEDS, PITT COUNTY,
NORTH CAROLINA

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By: _____, MAYOR

Attest:

CAROL L. BARWICK, City Clerk

Attachment number 1
Page 5 of 6

NORTH CAROLINA

PITT COUNTY

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

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2011.

NOTARY PUBLIC

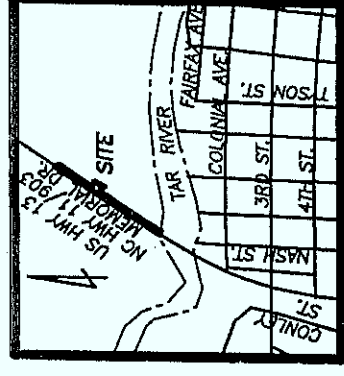
My Commission Expires:

NORTH CAROLINA
PITT COUNTY

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

This the _____ day of _____, 2011.

REGISTER OF DEEDS, PITT COUNTY,
NORTH CAROLINA



NOTES

- ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES; NO GRID FACTOR APPLIED; THE PUBLISHED GRID DISTANCE FROM MONUMENT "GUARD" TO MONUMENT "RUNWAY" IS 1929.98'
- THE COMBINED NC GRID FACTOR USED FOR GRID COORDINATE CALCULATIONS IS 0.99989742

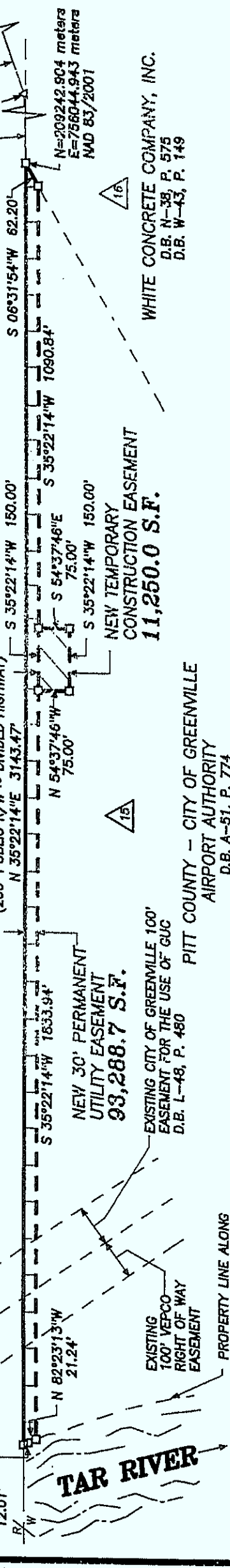
LEGEND

- NO POINT SET
- △ EXISTING CONCRETE MONUMENT
- R/W RIGHT OF WAY
- 15 PROJECT PARCEL NUMBER

REFERENCES

- D.B. A-51, P. 774
- D.B. L-48, P. 480
- R/W BOOK 1, P. 21C, 21D & 21E
- PITT COUNTY REGISTRY

MEMORIAL DRIVE ~ NC HIGHWAY 11/903 ~ US HIGHWAY 13
(200' PUBLIC R/W ~ DIVIDED HIGHWAY)



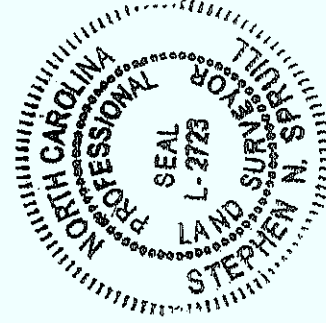
WHITE CONCRETE COMPANY, INC.
D.B. N-38, P. 575
D.B. W-43, P. 149

NEW TEMPORARY CONSTRUCTION EASEMENT
11,250.0 S.F.

NEW 30' PERMANENT UTILITY EASEMENT
93,288.7 S.F.

EXISTING CITY OF GREENVILLE 100' EASEMENT FOR THE USE OF GUC
D.B. L-48, P. 480

PITT COUNTY - CITY OF GREENVILLE
AIRPORT AUTHORITY
D.B. A-51, P. 774



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

EASEMENT SURVEY FOR

GREENVILLE UTILITIES COMMISSION

ACROSS THE PROPERTY OF

PITT COUNTY - CITY OF GREENVILLE

AIRPORT AUTHORITY

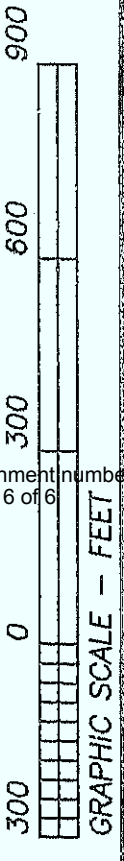
DEED BOOK A-51, PAGE 774

TAX PARCEL NUMBER 29143; PROJECT PARCEL 15

CITY OF GREENVILLE

GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

DATE: JANUARY 18, 2011 SCALE: 1"=300'





City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Sewer capital projects budget ordinance for sewer extension to the Southwest Commercial Park

Explanation: Baldwin Design Consultants, PA, on behalf of Outdoor Properties II, LLC, by the attached letter has requested that Greenville Utilities Commission (GUC) cost participate in the extension of gravity sanitary sewer service to a proposed 19 lot, 33.4 acre commercial park. The proposed commercial park fronts the southern right-of-way of Dickinson Avenue Extension and is located between Southwest Greenville Boulevard and Frog Level Road in the Red Oak area (see the attached map.) GUC has been advised that a well-known retail chain intends to locate within the commercial park. The construction of the retail facility is proposed to coincide with the construction of the sewer extension. The proposed project extension will provide sanitary sewer service to multiple tracts of land totaling 400 acres of undeveloped property that is within the City of Greenville's extraterritorial jurisdiction. The proposed sewer system extension will begin from the Southwest Sewer Service Area sanitary sewer system and end at the 33.4 acre commercial park. It will be the developer's responsibility to design and construct this sewer extension with GUC providing reimbursement of its share of the project cost at the successful completion of the project.

The estimated cost of the sewer extension to serve the proposed commercial park property is \$482,000. In accordance with GUC's extension policy of 50% developer and 50% GUC financial participation for sanitary sewer extensions, GUC would reimburse the developer the estimated amount of \$241,000 upon completion of the sewer extension. Additionally, GUC will also be responsible for the differential costs of installing a larger diameter and deeper pipeline, internal to the development, to meet GUC's long-range sewer service needs. The estimated differential cost is \$39,000; therefore, GUC's total project cost participation is estimated to be \$280,000. To facilitate the development of this project, GUC established a budget in the amount of \$300,000. The revenue source for the estimated budget expenditures will be accommodated through the transfer of \$300,000 in acreage fees. Transferring \$300,000 for this project will leave \$742,556.01 in acreage fees remaining.

When fully developed, the 400 acres to be served by the proposed sewer system extension would generate acreage fees totaling \$1.16 million at the current assessment rate of \$2,900/acre. Of those 400 acres, 221 acres are located within the designated Southwest Sanitary Sewer Service Area (SSSA) boundary. Per a 1995 agreement between GUC and Pitt County, Pitt County receives a portion of the fees collected in the SSSA boundary. Based on the current fee assessment rate, Pitt County would receive \$309,400 leaving GUC's portion of the acreage fees collected on the fully developed 400 acres at \$850,600. At its November 17, 2011 meeting, the GUC Board approved the adoption of the Sewer Capital Budget for the Southwest Commercial Park Sewer Extension Project in the amount of \$300,000 and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached sewer capital projects budget ordinance for the Southwest Commercial Park Sewer Extension Project in the amount of \$300,000.

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Attachments / click to download

- [📎 Ordinance - SCP 115 - Southwest Commercial Park Sewer Extension Project](#)
 - [📎 Michael Baldwin Letter](#)
 - [📎 Southwest Commercial Park Map](#)
-



October 18, 2011

Mr. Cliff Cahoon, PE
Construction/Contracts Engineer
Greenville Utilities Commission Water Resources
P.O. Box 1847
Greenville, NC 27835-1847

REF: Request for financial participation from GUC to extend sanitary sewer from the Darryl Drive lift station manhole to Southwest Commercial Park, Pitt County, NC

Dear Cliff:

As we have discussed on several occasions relative to the above referenced project, enclosed you will find the following for your review:

1. Preliminary Sanitary Sewer Study Map
2. Probable Construction Costs Estimate
3. Differential Costs Estimate

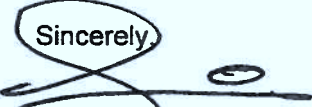
On behalf of Outdoor Properties II, LLC I am requesting that GUC participate in a 50%/50% cost sharing agreement with Outdoor Properties II, LLC. My client desires to extend gravity sewer from the existing manhole at the Darryl Drive lift station to the project known as Southwest Commercial Park which is 33 acres to be subdivided into 19 commercial lots. As we discussed earlier, this sanitary sewer extension will also be able to serve many other properties such as the Nancy Beardsworth Property, a large portion of the John Moye Property, the AMA Holdings, LLC Property east and west of the proposed sanitary sewer line, West Star Industrial Park, and the Sutton Property.

The anticipated costs to extend this sanitary sewer line is \$481,202.80 and I am requesting that Greenville Utilities Commission participate in 50% of that cost or 50% of the actual cost once the project is designed and bided to at least 3 competent utility contractors.

I am also requesting a differential costs reimbursement in the amount of \$38,105.00 for the deeper sanitary sewer that will be extended through Southwest Commercial Park to serve the Nancy Beardsworth Property.

I feel everything enclosed is self explanatory however, upon receipt and review of this request please call me if you have any questions.

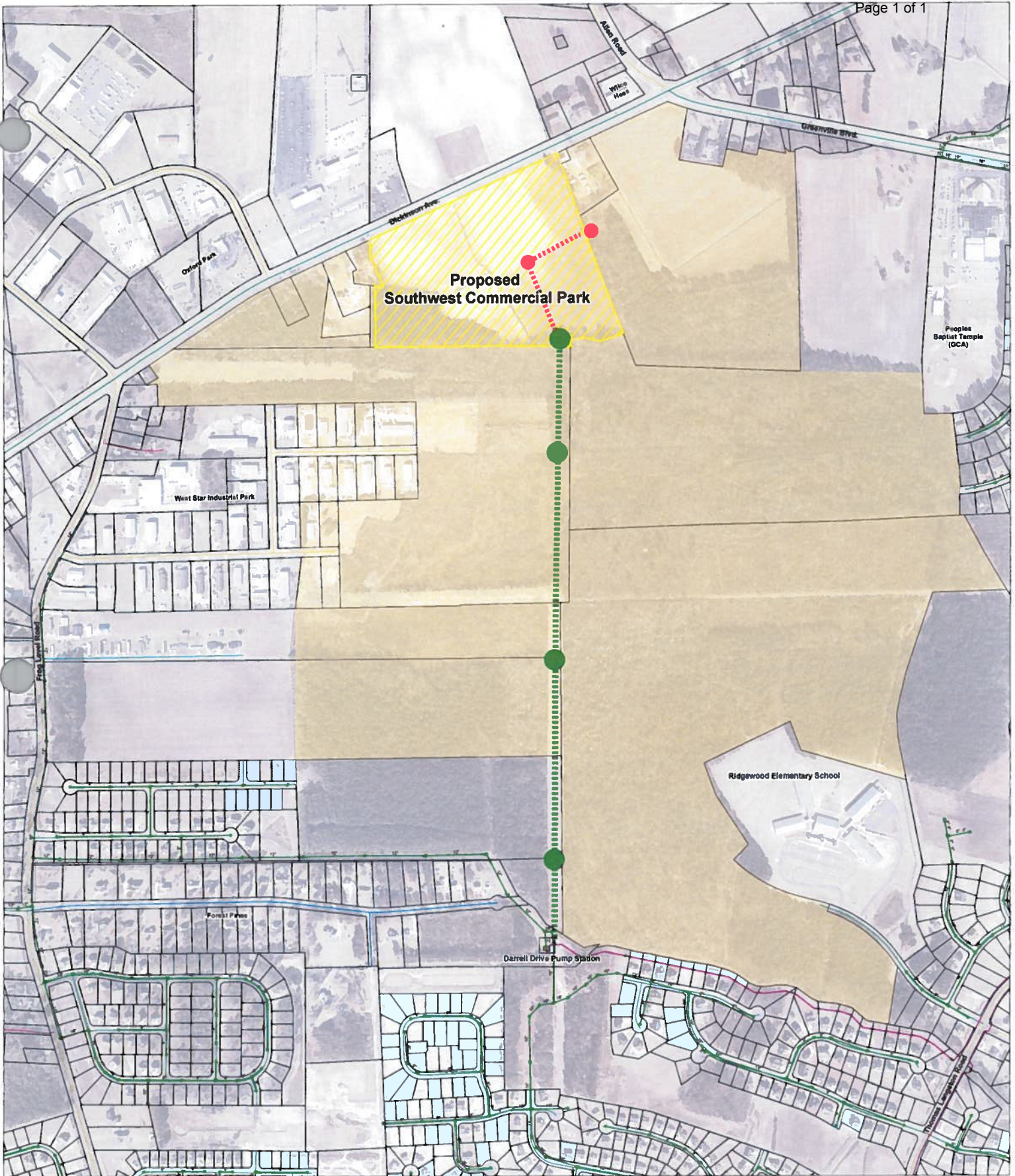
Sincerely,


Michael W. Baldwin, PLS
President

MWB/dp

Enclosures

cc: Outdoor Properties, LLC
File #06-206



Southwest Commercial Park Sanitary Sewer Extension



ORDINANCE NO. 11-_____

FOR SEWER CAPITAL PROJECT BUDGET
SOUTHWEST COMMERCIAL PARK SEWER EXTENSION PROJECT

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

Section 1. Revenues. Revenues of Sewer Capital Project Budget, Southwest Commercial Park Sewer Extension Project, is hereby established to read as follows:

Revenue:

Average Fees	<u>\$300,000</u>	
Total Revenue		<u><u>\$300,000</u></u>

Section 2. Expenditures. Expenditures of the Sewer Capital Project Budget, Southwest Commercial Park Sewer Extension Project, is hereby established to read as follows:

Expenditures:

Project Cost	<u>\$300,000</u>	
Total Expenditures		<u><u>\$300,000</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.

_____, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Establishing public hearing date on proposed ordinance relating to a procedure to refuse to issue a local license for the sale of beer and wine

Explanation: The Special Task Force on Public Safety was created by City Council in January, 2010. Its creation was a recommendation of the Greenville-Pitt County Chamber of Commerce. City Council charged the Task Force with the mission to study crime in Greenville and make recommendations to improve public safety in the community. The Task Force met for over a year, and the Task Force set its own direction and agenda while utilizing the Police Department as a resource. In June, 2011, the Task Force issued a report which contained its recommendations.

At its September 8, 2011 meeting, City Council reviewed the recommendations of the Task Force and provided direction on those it desired to further pursue. Of the 22 recommendations, City Council determined to further pursue 7 of the recommendations. When Council determined to do this, it also directed that any implementing action brought before Council also be the subject of a public hearing even if a public hearing is not required by law.

One of the recommendations which Council determined to further pursue is "enact an ordinance which establishes the procedure for the City to refuse to issue, as allowed by G.S. 105-113.71, a local license for the sale of beer and wine if the applicant committed any, or permitted any, act that would be grounds for suspension or revocation of its ABC permit under G.S. 18B-104. (Chapel Hill, Wilmington)"

North Carolina General Statute 18B-901 provides that all ABC permits are issued by the North Carolina Alcoholic Beverage Control Commission. G.S. 18B-901(d) states the Commission has the sole power, in its discretion, to determine the suitability and qualifications of an applicant for a permit and has the authority to determine the suitability of a location. To be a suitable place, the establishment must be in compliance with all building and fire codes. Additionally, G.S. 18B-901(c) lists other factors which the Commission is to

consider in determining whether the applicant and the location are suitable. These factors are to be considered (but are not mandated to be followed) by the Commission in making its determination. The City has the opportunity to comment on the applicant and the location prior to the ABC Commission making its determination.

Although the ABC Commission has the sole authority to issue an ABC retail permit, the attached G.S. 105-113.71 authorizes City Council to refuse to issue a local license for the retail sale of beer and wine if City Council finds, after notice and hearing, that there are grounds for suspension or revocation of the permit under G.S. 18B-104. Grounds for suspension or revocation include any violation of any statute in Chapter 18B or Article 2C of Chapter 105 or the Rules issued by the ABC Commission pursuant to the provisions of Chapter 18B. Only local licenses relating to retail sale of beer and wine are included in this authority since these are the only local retail licenses relating to alcoholic beverages which the City is statutorily authorized to issue (on-premises and off-premises beer and wine sales). Additionally, this statute authorizes City Council to refuse to issue the annual license only. This statute does not authorize City Council to revoke or suspend a license after issuance. G.S. 18B-113.70(b) provides that the annual licenses issued are for the period from May 1 to April 30.

The Town of Chapel Hill has adopted an ordinance which sets forth the procedure to implement this authority. Although Chapel Hill has not used this authority to refuse to issue a license, the Town Attorney has advised that he believes that the existence of the ordinance and the fact that it may be utilized has likely resulted in some applications not being submitted when an establishment has not been able to comply with ABC laws.

Attached is a proposed ordinance to implement this recommendation. It is modeled after the attached Chapel Hill ordinance. The main difference between the proposed ordinance and the Chapel Hill ordinance is that the proposed ordinance defines (in subsection (b)(2)c) what is considered as sufficient reason for an application to be referred by the City Manager or designee for consideration by Council for denial after a recommendation for denial is received from the Police Department, Fire Department, or Inspections Division of the Public Works Department. A referral for consideration by Council is to occur if the applicant has committed an act or permitted an activity, other than a violation relating to tax stamps or audit reports, at least three (3) times during the most recent twelve (12) month period, that would be grounds for suspension or revocation of the applicant's permit under the provisions of North Carolina General Statute 18B-104 and the City Manager or designee determines that it is in the public interest to not issue the annual local license. The Chapel Hill ordinance does not define what is considered as sufficient reason for an application to be referred to the Town Council but allows the Town Manager to make a referral to the Town Council after receiving a recommendation from either the Police, Fire, or Inspections Department to deny the application, if he determines there is sufficient reason to consider denial or non-renewal of an application.

By the attached letter dated October 27, 2011, a draft of a proposed ordinance

and a copy of the Chapel Hill ordinance was provided to attorney Mark W. Owens, III for review and comment. This was provided to him as a result of a request at the October 17, 2011, Downtown Bar/Restaurant Owners Bi-Monthly Meeting. The letter requested that Mr. Owens review and comment on the draft ordinance by November 22, 2011. No response or comments have been received from Mr. Owens. The only difference between the proposed ordinance for Council consideration and the draft ordinance provided to Mr. Owens is that, in the proposed ordinance, violations relating to tax stamps or audit reports are excluded from possibly triggering a referral to City Council.

In order to comply with Council's directive that a public hearing be held on any implementing action, a public hearing will need to be scheduled by City Council.

* * *

For your information, attached is information provided by the North Carolina Alcoholic Beverage Control Commission in response to a request for a listing of all ABC violations during the most recent 2-year period by each ABC permittee in Greenville and, for each permittee, by the type of violation. From this listing the following locations within the City had 3 ABC violations (other than violations relating to tax stamps or audit reports) within a 12-month period during the 2-year period: Club 519 (2 violations on 4/6/10 and 4 violations on 1/21/11), Japan Inn (4 violations on 3/8/10), Kangaroo Express 901 (1 violation on 1/21/11, 1 violation on 1/23/11, and 1 violation on 5/24/11), Other Place (2 violations on 8/2/10 and 6 violations on 7/6/11), Still Life (3 violations on 11/20/09, 1 violation on 1/29/10, 3 violations on 5/16/11), and Tavern on 4th Street (3 violations on 9/13/10).

Attached is the following:

1. Proposed ordinance
2. Chapel Hill ordinance
3. North Carolina General Statute 105-113.71
4. Letter dated October 27, 2011, addressed to Mark W. Owens, III
5. Information provided by the North Carolina Alcoholic Beverage Control Commission in response to a request for a listing of all ABC violations during the most recent 2-year period by each ABC permittee in Greenville and, for each permittee, by the type of violation.
6. Information provided by the North Carolina Alcoholic Beverage Control Commission which lists violation types

Fiscal Note:

There is no fiscal impact as a result of the adoption of the ordinance. There will be an expense incurred when hearings are conducted.

Recommendation:

Establish a public hearing date of January 12, 2012, on the proposed ordinance.

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- [📄 Chapel Hill Ordinance](#)
 - [📄 Statute](#)
 - [📄 Letter](#)
 - [📄 ABC Violations for Permittees](#)
 - [📄 ABC Violation Types](#)
 - [📄 Draft_ABC_Permits_Ordinance_912743](#)
-

PROPOSED GREENVILLE ORDINANCE

Sec. 3-2-45. - Special provisions relating to licenses for establishments holding ABC permits.

(a) *Authority to deny ABC permit.* Pursuant to North Carolina General Statute 105-113.71, the City Council may refuse to issue an annual local license, or renewal thereof, for an establishment required to receive an alcohol beverage privilege license from the city if the City Council finds that the applicant committed any act or permitted any activity in the preceding year that would be grounds for suspension or revocation of the applicant's permit under the provisions of North Carolina General Statute 18B-104.

(b) *Consideration of applications.* Initial applications for an alcohol beverage privilege license issued by the city and applications for the renewal of an alcohol beverage privilege license issued by the city shall be submitted to the City Collector of Revenue for evaluation by the City Manager or designee. Specifically, but without limitation, the City Collector of Revenue shall refer all such applications and all annual license renewals to the Police Department, Fire/Rescue Department, and the Inspections Division of the Public Works Department.

(1) If none of the three (3) departments recommends the license be denied, the City Collector of Revenue shall issue the license upon payment of the annual license fee.

(2) If any one (1) of the three (3) departments recommends that denial of said application be considered, the matter shall be referred to the City Manager or designee, who shall review the recommendations of the three (3) departments and any other relevant information received by the City Manager or designee.

a. If the City Manager or designee determines that there is not sufficient reason to consider denial or non-renewal of an application, he shall issue his determination and direct that the license be issued.

b. If the City Manager or designee determines that there is sufficient reason to consider denial or non-renewal of an application on grounds provided for in paragraph (a) above, the City Manager or designee shall refer the application to the City Council for its consideration.

c. For the purpose of this section, sufficient reason for the City Manager or designee to refer the application for consideration by City Council shall mean that the applicant has committed an act or permitted an activity, other than a violation relating to tax stamps or audit reports, at least three (3) times during the most recent twelve (12) month period, that would be grounds for suspension or revocation of the applicant's permit under the provisions of North Carolina General Statute 18B-104 and the City Manager or designee determines that it is in the public interest to not issue the annual local license.

(c) *Consideration by City Council.* Upon receiving a recommendation from the City Manager or designee that an application for an alcohol beverage privilege license or renewal be denied, before considering whether to deny the license, the City Council shall give the applicant an opportunity to appear at a hearing before the City Council and to offer evidence. Any hearing held under the provisions of this section shall be upon at least ten (10) days' notice to the applicant. All persons who present evidence at such a hearing shall be sworn and parties shall have the right to cross-examine witnesses.

(d) *Process following City Council hearing.* At the conclusion of the hearing, the City Council shall make written findings of fact based on the evidence presented at the hearing. If the City Council finds that the application should be issued, it shall direct the requested license be issued. If the City Council finds that the license should be denied, it shall direct the requested license not be issued.

(e) *Appeal to superior court.* The applicant may appeal the denial of a license to the Pitt County Superior Court, by an action in the nature of certiorari, if notice of appeal is given within ten (10) days of the denial.

Sec. 10-18.1. - Special provisions relating to licenses for establishments holding ABC permits.

- (a) *Authority to deny ABC permit.* Pursuant to N.C.G.S. Sec. 105-113.71, the town council may refuse to issue an annual local license, or renewal thereof, for the operation of an establishment required to receive an alcohol beverage privilege license from the town if the council finds that the applicant committed any act or permitted any activity in the preceding year that would be grounds for suspension or revocation of the applicant's permit under the provisions of North Carolina General Statute 18B-104.
- (b) *Applications to be considered by town manager.* Initial applications for a town-issued alcohol beverage privilege license shall be submitted to the town revenue collector for evaluation by the town manager and the manager's designee(s). Specifically, but without limitation, the revenue collector shall refer all such applications and all annual license renewals to the police, fire, and inspections departments.
- (1) If none of the three (3) departments recommends the license be denied and no other information is received by town manager indicating grounds for the manager to consider denial, the revenue collector shall issue the license upon payment of the annual license fee.
- (2) If any one (1) of the three departments recommends that denial of said application be considered, the matter shall be referred to the town manager, who shall review the recommendations of the three (3) departments and any other relevant information received by the manager.
- a. If the manager determines that there is not sufficient reason to consider denial or non-renewal of an application, he shall issue his determination and direct that the license be issued.
- b. If the manager determines that there is sufficient reason to consider denial or non-renewal of an application on grounds provided for in paragraph (a) above, the manager shall refer the application to the town council for its consideration at the next regular meeting of the council.
- (c) *Consideration by town council.* Upon receiving a recommendation from the town manager that an application for an alcohol beverage privilege license or renewal be denied, before considering whether to deny the license, the council shall give the applicant an opportunity to appear at a hearing before the council and to offer evidence. Any hearing held under the provisions of this section shall be upon at least ten (10) days' notice to the applicant. All persons who present evidence at such a hearing shall be sworn and parties shall have the right to cross-examine witnesses.
- (d) *Process following council hearing.* At the conclusion of the hearing the council shall make written findings of fact based on the evidence presented at the hearing. If the council finds that the application should be issued, it shall direct the manager to issue the requested license. If the council finds that the license should be denied, it shall enter its decision.
- (e) *Appeal to superior court.* The applicant may appeal the denial of a license to the Orange County Superior Court, by an action in the nature of certiorari, if notice of appeal is given within ten (10) days of the denial.
- (f) *Manager to establish administrative policies.* The town manager shall establish any administrative policies and application forms necessary to implement this section.

(Ord No 96-4-2 O-3, § 2 Ord No 2001-04-09/O-5, § 1)

State law reference— Local government may refuse to issue license, G.S. § 105-113.71(a).

§ 105–113.71. Local government may refuse to issue license.

(a) Refusal to Issue. – Notwithstanding G.S. 105–113.70, the governing board of a city or county may refuse to issue a license if it finds that the applicant committed any act or permitted any activity in the preceding year that would be grounds for suspension or revocation of his permit under G.S. 18B–104. Before denying the license, the governing board shall give the applicant an opportunity to appear at a hearing before the board and to offer evidence. The applicant shall be given at least 10 days' notice of the hearing. At the conclusion of the hearing the board shall make written findings of fact based on the evidence at the hearing. The applicant may appeal the denial of a license to the superior court for that county, if notice of appeal is given within 10 days of the denial.

(b) Local Exceptions. – The governing bodies of the following counties and cities in their discretion may decline to issue on–premises unfortified wine licenses: the counties of Alamance, Alexander, Ashe, Avery, Chatham, Clay, Duplin, Granville, Greene, Haywood, Jackson, Macon, Madison, McDowell, Montgomery, Nash, Pender, Randolph, Robeson, Sampson, Transylvania, Vance, Watauga, Wilkes, Yadkin; any city within any of those counties; and the cities of Greensboro, Aulander, Pink Hill, and Zebulon. (1985, c. 114, s. 1.)



CITY OF GREENVILLE

North Carolina

P.O. Box 7207 - Greenville, N.C. 27835-7207

(252) 329-4426

(252) 329-4626 FAX

City Attorney's Office

October 27, 2011

Mark W. Owens, III
Owens, Nelson, Owens & Dupree
201W. 3rd Street
Greenville, NC 27858

VIA HAND DELIVERY

RE: Ordinance Pursuant to G.S. 105-113.71

Dear Mr. Owens:

At the October 17, 2011, Downtown Bar/Restaurant Owners Bi-Monthly Meeting, it was requested that a copy be provided to you for review and comment of the draft ordinance which addresses the Special Task Force on Public Safety recommendation to enact an ordinance which establishes the procedure for the City to refuse to issue, as allowed by G.S. 105-113.71, a local license for the sale of beer and wine if the applicant committed any, or permitted any, act that would be grounds for suspension or revocation of its ABC permit under G.S. 18B-104.

Enclosed is the following:

- 1) Draft Greenville Ordinance; and
- 2) Chapel Hill Ordinance.

Please provide any comments concerning the draft ordinance to me by November 22, 2011.
Please do not hesitate to contact me at 329-4425 if you have any questions.

Sincerely,

David A. Holec
City Attorney

cc: Wayne Bowers, City Manager
William Anderson, Chief of Police

Trade Name	Address	City	Stat	Zip	Received Date	Reporting Officer	Violation Type
5th Street Distillery	120 East 5th Street	Greenville	NC	27858	7/22/2010 11:43	Chad Roeder	Perform service after, Unlawful possess/consume
A J McMurphys	1914 Turnbury Drive	Greenville	NC	27858	8/25/2011 12:53	Chad Roeder	Perform service after, Emp intoxicated
Boli's 5th Street Pizzeria	123 East 5th Street	Greenville	NC	27858	4/26/2010 8:42	Darci K. Lanaghan	Fail file audit reports
Charles Grill	5135 County Home Road	Greenville	NC	27858	2/2/2011 17:28	NULL	STU,STU
Chefs 505	505-C Red Banks Road	Greenville	NC	27858	9/20/2010 17:00	NULL	Tax stamp not defaced, Refilling, Tax stamp missing
Chilis Grill and Bar	3050 South Evans Street	Greenville	NC	27834	2/24/2011 13:13	Randy Andrews	STU
City Gas	1799 North Greene Street	Greenville	NC	27834	3/23/2011 10:06	Chad Roeder	STU
Club 519	519 Cotanche Street	Greenville	NC	27858	4/6/2010 15:23	Chad Roeder	Fail clear tables, Fail membership roster
Club 519	519 Cotanche Street	Greenville	NC	27858	1/21/2011 17:45	Chad Roeder	After hr - consume, Fail clear tables, Emp intoxicated, Perform service after
D and M City Market Food Store	211 South Jarvis Street	Greenville	NC	27858	7/14/2011 10:46	Randy Andrews	STU
Dolce Vita Wine and Beer	3110-F South Evans Street	Greenville	NC	27834	3/23/2011 9:05	Chad Roeder	STU
Duck Thru Food Store 13	621 Greenville Blvd	Greenville	NC	27858	7/15/2011 16:03	NULL	STU
Duck Thru Food Store 15	1301 Charles Blvd	Greenville	NC	27834	3/9/2011 16:56	Matt Knight	STU
Duck Thru Food Store 15	1301 Charles Blvd	Greenville	NC	27834	6/1/2011 12:50	Greg Murphy	STU
Duck Thru Food Store 20	1900 Greenville Blvd	Greenville	NC	27858	7/14/2011 10:46	Randy Andrews	STU
Faces	2713 East 10th Street	Greenville	NC	27858	12/17/2009 16:40	NULL	Fail purchase from WS, Fail file audit reports
Faiz	1311 West 5th Street	Greenville	NC	27834	2/4/2010 15:34	Greg Murphy	Fail purchase from WS
Food Lion 1492	3700 South Memorial Drive	Greenville	NC	27834	6/24/2011 13:28	Randy Andrews	STU
Fresh Market	950 Criswell Drive Unit 111	Greenville	NC	27834	7/14/2011 10:47	Randy Andrews	STU
Georges Lounge	2394 Bell Arthur Road	Greenville	NC	27834	4/5/2011 9:17	Chad Roeder	STU
Hillsdale Club	Route 15, Hillsdale Community	Greenville	NC	27834	5/13/2010 13:16	Randy Andrews	Sell/possess w/o permit
Japan Inn	739 Red Banks Road	Greenville	NC	27858	3/8/2010 14:53	NULL	Fail clear tables, Transfer Alc Btwn Stores, Fail Recycle, Unauthorized Spirits/Fort
Jolly Roger	405 East 14th Street	Greenville	NC	27858	9/30/2011 16:47	Russell King	STU
Jolly Rogers	405 East 14th Street	Greenville	NC	27858	2/22/2011 16:23	Chad Roeder	STU
Kangaroo Express 901	2600 South Charles Street	Greenville	NC	27858	1/23/2011 18:01	Russell King	STU, Emp possess cont sub
Kangaroo Express 901	2600 South Charles Street	Greenville	NC	27858	1/21/2011 17:46	Chad Roeder	STU
Kangaroo Express 901	2600 South Charles Street	Greenville	NC	27858	5/24/2011 11:23	Matt Knight	STU
La Hacienda Mexican Grill	315 East 10th Street	Greenville	NC	27858	9/13/2011 11:01	Russell King	Underage in charge, Premix, Tax stamp missing
Levels	111 East 5th Street	Greenville	NC	27858	8/25/2011 12:55	Randy Andrews	Perform service after, Fail clear tables
Mac Billiards	517 Cotanche Street	Greenville	NC	27858	1/12/2011 10:53	Greg Murphy	STU
Marks Food Market	2205 Pactolus Hwy	Greenville	NC	27834	1/7/2011 15:03	Greg Murphy	STU
Mazatlan Mexican Restaurant III	101 Eastbrook Drive	Greenville	NC	27858	1/7/2010 13:34	Russell King	Tax Stamp Missing, Tax Stamp Not Defaced, Fail dispose
Mazatlan Mexican Restaurant III	101 Eastbrook Drive	Greenville	NC	27858	7/5/2011 11:22	Chad Roeder	Refilling, Tax stamp missing
O'Charley's 382	610 SE Greenville Blvd	Greenville	NC	27858	9/20/2010 17:00	Randy Andrews	STU
O'Kupas Pub and Grill	610 SW Greenville Blvd	Greenville	NC	27858	5/9/2011 11:58	Chad Roeder	STU
Other Place	207 East 5th Street	Greenville	NC	27858	8/2/2010 11:01	Russell King	Allow intox consume, Fail clear tables
Other Place	207 East 5th Street	Greenville	NC	27858	7/6/2011 9:53	NULL	Local license, Fail dispose, Fail recycle, Fail main receipts, Open to public, Open to public
Other Place	207 East 5th Street	Greenville	NC	27858	8/22/2011 17:04	James Casteen	Fail file audit reports
Pantana Bobs	513 Cotanche Street	Greenville	NC	27858	12/29/2009 9:22	Randy Andrews	Fail clear tables
Pastime Billiards and Pub	3400 South Memorial Drive Suite 3	Greenville	NC	27834	11/6/2009 16:11	Greg Murphy	Open to Public, Gambling - pools
Pirates Choice Exxon	100 SE Greenville Blvd	Greenville	NC	27858	3/8/2010 14:54	Chad Roeder	STU,STU
Pitt Street Mini Mart	1701 South Pitt Street	Greenville	NC	27834	8/2/2010 11:08	NULL	Controlled substance
Players Retreat	1631 Pactolus Hwy	Greenville	NC	27834	10/18/2011 14:53	James Sasser	Allow fighting, Fail superintend
Plaza Azteca Restaurante Mexicano	400 SW Greenville Blvd	Greenville	NC	27834	2/24/2011 13:10	Chad Roeder	STU
Plaza Azteca Restaurante Mexicano	400 SW Greenville Blvd	Greenville	NC	27834	7/6/2011 9:54	Randy Andrews	NULL
Professor O'Cool's	605-A Greenville Blvd SE	Greenville	NC	27834	7/6/2011 9:54	Randy Andrews	STU,STU

Rehab Lounge	218 East 5th Street	Greenville	NC	27858	8/22/2011 16:24	James Casteen	Fail file audit reports
Rehab Lounge	218 East 5th Street	Greenville	NC	27858	9/30/2011 16:43	Greg Murphy	Fail file audit reports,Emp possess cont sub,Drug paraphernalia
Rumors	417 Cotanche Street	Greenville	NC	27858	7/15/2011 16:36	Ashley Weaver	STU
Sheetz	1201 Portertown Road	Greenville	NC	27858	9/20/2010 17:00	Randy Andrews	STU
Sheetz	1201 Portertown Road	Greenville	NC	27858	10/18/2011 15:03	Randy Andrews	Perform service after,Emp intoxicated
Still Life	511 Cotanche Street	Greenville	NC	27858	11/20/2009 14:57	Robert Daughtry	NULL
Still Life	511 Cotanche Street	Greenville	NC	27858	11/20/2009 15:00	Russell King	Fail determine age,Fail superintend,Open to Public
Still Life	511 Cotanche Street	Greenville	NC	27858	1/29/2010 9:49	Chad Roeder	Sale to Intox
T Rayz	4551 Hwy 43	Greenville	NC	27858	5/16/2011 16:11	James Sasser	Aid & abet underage,Open to public,Fail superintend
Tank	420 Cotanche Street	Greenville	NC	27858	8/12/2011 13:17	James Sasser	After hr - consume,Sell/possess w/o permit,BB - storage,Open to public,Fail clear tables
Tank	420 Cotanche Street	Greenville	NC	27858	12/18/2009 8:54	Darci Lanaghan	Fail file audit reports
Tank	420 Cotanche Street	Greenville	NC	27858	1/11/2011 13:59	Greg Murphy	NULL
Tank	420 Cotanche Street	Greenville	NC	27858	1/21/2011 17:46	Chad Roeder	NULL
Tavern on 4th Street	110 East Fourth Street	Greenville	NC	27858	9/13/2010 12:49	NULL	STU,Open to public,Allow intox consume
Tie Breakers Sports Bar and Billiards	1920 Smythwyck Drive Suite A-B	Greenville	NC	27858	9/8/2011 16:42	Chad Roeder	NULL
Upper Deck Sports Bar and Grill	703 SE Greenville Blvd	Greenville	NC	27858	6/24/2011 13:28	Randy Andrews	Tax stamp missing,Fail recycle
Wilco 1801	1601 Greenville Blvd	Greenville	NC	27834	2/2/2011 17:27	Chad Roeder	STU
Winslows Deli	120 West 5th Street	Greenville	NC	27858	5/13/2010 16:42	Greg Murphy	STU

violation_code	violation
After hour - sales	After Hour Sales
STU	Sell/Give to Underage
Tax stamp missing	No tax stamp
-Select-	NULL
Tax stamp not defaced	Tax Stamp Not Defaced
Emp intoxicated	Permittee/Employee intoxicated
Gambling - equip	Possession of gambling equipment
Open to public	Private club open to the public
Sale to intox	Sale to intoxicated person
Advertising - cooperative	Advertising - cooperative
Fail clear tables	Failure to clear tables by 2:30am
Controlled substance	Controlled substance on premise
Allow intox consume	Allow intoxicated person to consume
Perform service after	Perform services after consuming etoh
Fail purchase from WS	Failure to purchase only from wholesaler
Underage poss/consume	Underage Possession/Consumption
After hr - consume	After Hour Consumption
Sunday sales/consume	Sunday sales & consumption of alcoholic beverages
Video poker	Possession video poker (slot machine)
Consume - off prem only	Consumption off premise only
Unauthorized spirits/fort	Unauthorized spirits/fortified wine
Sell/possess w/o permit	Sales/Possess without permit
BB - label	Brown-bagging violation
Fail post permit	Failure to post permit
Fail clean	Failure to keep clean and well lighted
Fail main receipts	Retailer fails maintain records of beer and wine
Resist delay obstruct	Resist Delay Obstruct
Underage in charge	Under 18 Emp
Fail superintend	Fail to Superintend
Refilling	Refilling Mixed Beverage liquor
Drug paraphernalia	Possession of drug paraphernalia
Tax stamp transfer	Moving tax stamp from one bottle to another
Poss stolen property	Poss Stolen Property
More than one brand open	More than one of the same brand open at bar
Ineligible permittee	Ineligible due to conviction
Allow fighting	Knowingly allow fight or other disorderly conduct
WS w/o retail perm	Wholesaler sells to an unlicensed retailer
Happy hour	Happy Hour
Sale during suspension	Conduct sales during active suspension of permits
Fail file manager change	Fail to file mgr change
Fail register permits	Failure to Register Permits
Aid & abet underage	aid and abet underage purchase of beer

Emp consume in uniform	Employee wearing uniform while consuming
Maintain living quarters	Maintain Living Qtrs directly attached to ABC bus.
Possess nontaxpaid	Possessed Nontaxpaid Liquor
Fail membership roster	Failure keep membership roster for a private club
Fail food available	restaurant fails to have food avail and serves alc
Premix	Mixed bev premixing without authorization
Fail coop w/ LEO	Failure to cooperate with law enforcement officer
Disorderly conduct	P
Fail coop w/ inspection	Failure to cooperate with an inspection
WS poss unapvd prdct	Sale of unapproved malt beverage by a wholesaler
WS del MB rtlr no pmt	Wslr Delvr Malt Bev to Retailer w/o proper permits
Gambling - pools	Gambling catchall where no equipment involved
Ad - Happy Hour	Advertising drink special violation Happy Hour
Fail destroy unconsumed	Failure to destroy unconsumed alcoholic beverages
Fail qualify - hotel	Fail Qualify as Hotel
Fail dispose	Fail to dispose spirituous liquor container
WS del wine - no permit	W
Nonapproved area	Alcohol on nonapproved areas of licensed premises
Happy hour - # of drinks	Happy Hour - more than one drink per customer
Fail main food inventory	Fail to maintain food inventory
Fail qualify - restaurant	Fail to maintain food percentage of sales
Fail main inventory rec	Fail main 1st yr - daily inventory records
Transfer alc btwn stores	Transfer Alc between stores w/ same owner
Deface before empty	Deface Tax Stamp / seal before empty
Fail determine age	Fail to determine age of person possess alcohol
Solicitation	Knowingly solicit crime against nature
Improper exterior sign	Fail have exterior sign w/ trade name
Fail key available	Fail to have key available for storage of liquor
Permit eligibility	Fail main corporate status - no longer eligible
Membership	Improper membership procedures
Unlawful act	Miscellaneous rare offenses
Allow unauth possess	Allow unauthorized possession of alcohol
Advertising - content	Advertising content violation
Permit - copy	Permit - facsimile or false
Transfer permit	Transfer permit between persons or locations
Fail entire premises open	Fail to have entire premises open for inspection
Underage employee	Employee not sufficient age to serve alcohol
Unlawful possess/consume	Possess/consume w/o proper permit
Pvt Club - 2S.0107(c)	Private Club Membership Requirements
BB - storage	BB storage of members alcohol
Local license	Fail to obtain/post Local license
Fail file audit reports	Fail to file reports as required by Audit
Prohibited employee	Ineligible employee due to conviction

Audit reports	Audit Report - inaccurate, false
Employ disqualified persn	Employing a disqualified person
WS trade practice	Wholesale - Retail Services & Things of Value
No longer suitable	Business or location no longer suitable
Sec of State susp	Corp susp/dissolved by Sec of State
WS no dist agreement	WS Deliver products outside distribution agreement
Unauth sale - amount	Exceed amount of alcohol that may be sold
WS fail collect payment	WS Fail Collect at Delivery
Advertising - exterior	Brand name on exterior of premises
Open container	Sale of Open Container - off-premise permit
Consignment sales	Consignment sales of alcoholic beverages
Purch-trans permit	Fail to maintain purchase transportation permit
WS - no salesman permit	WS - Fail to obtain Salesman permit
Sexual conduct	Sexually Explicit Conduct
Video gaming machine	Possession of Video Gaming Machine
Label alteration	Alter label on alc bev container
Prescription meds	Dispense Rx meds w/o being licensed pharmacist
Emp possess cont sub	Employee possess controlled substance
Fail main invoices	Fail maintain records of alcoholic bev purchases
Local lic. (business)	Local Business Privilege License
Fail recycle	Failure to recycle beverage containers
Sale of bottle of liquor	Sell entire bottle of spirituous liquor
Possess weapon	Possess weapon where alcohol sold
Deliver paraphernalia	Manufacture or deliver drug paraphernalia
Glass tubes/splitters	Illegal transfer of glass tubes or splitters
Advertise - Private Club	Exterior Advertising prohibited for private clubs



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Ordinance requested by Michael Overton to rezone 1.0172 acres located at the southwest corner of the intersection of Arlington Boulevard and Dickinson Avenue from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family])

Explanation:

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on October 31, 2011.
On-site sign(s) posted on October 31, 2011.
City Council public hearing notice (property owner and adjoining property owner letter) mailed on November 22, 2011.
Public hearing legal advertisement published on November 28 and December 5, 2011.

Comprehensive Plan:

The subject area is located in Vision Area F.

Arlington Boulevard is designated as a connector corridor. Connector corridors are anticipated to contain a variety of higher intensity activities and uses. Dickinson Avenue is designated as a residential corridor between Arlington Boulevard and Greenville Boulevard/Allen Road. 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 should be prohibited.

The Future Land Use Plan Map recommends office/institutional/multi-family (OIMF) at the southwest corner of the intersection of Arlington Boulevard and Dickinson Avenue transitioning to conservation/open space (COS) in the interior area.

The Future Land Use Plan Map identifies certain areas for conservation/open

space uses. The map is not meant to be dimensionally specific, and may not correspond precisely to conditions on the ground. When considering rezoning requests or other development proposals, some areas classified as conservation/open space may be determined not to contain anticipated development limitations. In such cases, the future preferred land use should be based on adjacent Future Land Use Plan designations, contextual considerations, and the general policies of the comprehensive plan.

Thoroughfare/Traffic Report Summary (PWD- Engineering Division):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 106 trips to and from the site on Dickinson Avenue, which is a net increase of 68 additional trips per day.

During the review process, measures to mitigate the traffic, if required, will be determined.

History/Background:

In 1972, the subject property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 (Residential-Agricultural).

Present Land Use:

Currently, the property is vacant.

Water/Sewer:

Water is located in the right-of-way of Dickinson Avenue. Sanitary sewer is located in the right-of-way of Arlington Boulevard.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

There are no known environmental conditions/constraints.

Surrounding Land Uses and Zoning:

North: O - Burton Family Dental and Associates
South: OR - Thomas Professional Office; RA20 - vacant
East: R6 - Pecan Grove Apartments and one duplex residence
West: MO - Vacant

Density Estimates:

Under the current zoning (RA20), the site could yield four (4) single-family lots.

Under the proposed zoning (OR), the site could yield no more than 16 multi-family units.

The anticipated build-out time 1-2 years.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted to approve the request at its November 15, 2011, meeting

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:
Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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

Attachments / click to download

 [Location Map](#)

- [Survey](#)
 - [Bufferyard and Vegetation Standards and Residential Density](#)
 - [Ordinance Michael Overton 911503](#)
 - [Rezoning Case 11 10 Michael Overton 911687](#)
 - [Minutes Michael Overton 911651](#)
 - [List of Uses RA20 and OR 911650](#)
-

ORDINANCE NO. 11-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING JURISDICTION OF THE
CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on December 8, 2011, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration; and,

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

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

Section 1. That the following described territory is rezoned from RA20 (Residential-Agricultural) to OR (Office-Residential).

TO WIT: TFW Commercial Properties, LLC

LOCATION: Located at the southwest corner of the intersection of Arlington Boulevard and Dickinson Avenue.

DESCRIPTION: Lying and being situate in Greenville Township, Pitt County, North Carolina and being more particularly described as follows:

Beginning at the intersection of the southern right-of-way of Dickinson Avenue and the western right-of-way of Arlington Boulevard. thence from said point of beginning with the western right-of-way of Arlington Boulevard **S 44-30-05 E – 123.20'** to the northern property line of the TFW Commercial Properties, LLC property as recorded in deed book 2506, page 801, thence leaving the western

right-of-way of Arlington Boulevard with the northern property line of the TFW Commercial Properties, LLC property **S 48-14-30 W – 0.68'**, thence **S 48-44-05 W – 267.56'** to the eastern property line of the George T. Savage property as recorded in deed book 2064, page 262, thence with the eastern property line of the George T. Savage property **N 43-22-19 W – 170.62'** to the southern right-of-way of Dickinson Avenue, thence with the southern right-of-way of Dickinson Avenue **N 48-45-14 E - 217.39'**, thence **S 87-52-31 E – 69.03'** to the point of beginning.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

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

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 8th day of December, 2011.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 911503

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 11-10

Applicant: Michael Overton

Property Information

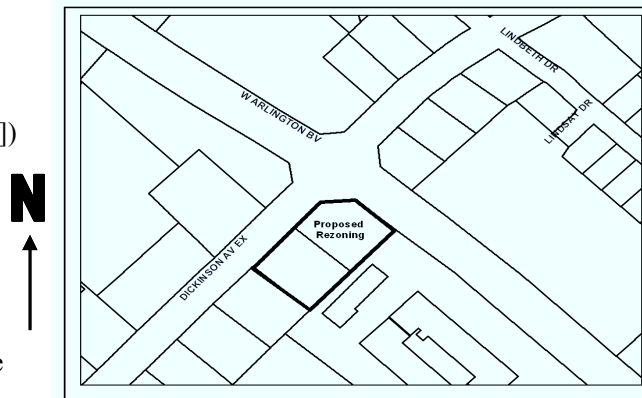
Current Zoning: RA20 (Residential-Agricultural)

Proposed Zoning: OR (Office-Residential [High Density Mult-Family])

Current Acreage: 1.0172 acres

Location: Corner of Arlington Boulevard & Dickinson Avenue

Points of Access: Dickinson Avenue



Location Map

Transportation Background Information

1.) Dickinson Avenue- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	4-lane with curb & gutter	5-lanes curb & gutter with sidewalks
Right of way width (ft)	80	100
Speed Limit (mph)	45	45
Current ADT:	14,850 (*)	Ultimate Design ADT: 33,500 vehicles/day (**)
Design ADT:	30,000 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	

Other Information: There are no sidewalks along Dickinson Avenue that service this property.

Notes: (*) 2008 NCDOT count adjusted for a 2% annual growth rate
 (**) Traffic volume based an operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No planned improvements.

Trips generated by proposed use/change

Current Zoning: 38 -vehicle trips/day (*) **Proposed Zoning: 106** -vehicle trips/day (*)

Estimated Net Change: increase of 68 vehicle trips/day (assumes full-build out)

(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Dickinson Avenue are as follows:

1.) Dickinson Avenue , East of Site: **“No build” ADT of 14,850**

Estimated ADT with Proposed Zoning (full build) – 14,914

Estimated ADT with Current Zoning (full build) – 14,873

Net ADT change = 41 (<1% increase)

2.) Dickinson Avenue , West of Site:

“No build” ADT of 14,850

Estimated ADT with Proposed Zoning (full build) – 14,892

Estimated ADT with Current Zoning (full build) – 14,865

Net ADT change = 27 (<1% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 106 trips to and from the site on Dickinson Avenue, which is a net increase of 68 additional trips per day.

During the review process, measures to mitigate the traffic, if required, will be determined.

Excerpt from the DRAFT Planning & Zoning Minutes (11/15/11)

REQUEST BY MICHAEL OVERTON - APPROVED

Ordinance requested by Michael Overton to rezone 1.0172 acres located at the southwest corner of the intersection of Arlington Boulevard and Dickinson Avenue from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-family]).

Ms. Chantae Gooby, Planner, delineated the property. The property is located at the southwest corner of the intersection of Arlington Boulevard and Dickinson Avenue. There are office and residential uses in this area. This intersection serves as the entrance into the Medical District. This rezoning could generate a net increase of 68 trips with 60% of the trips turning right and 40% of the trips turning left on to Dickinson Avenue. The property is currently zoned residential-agricultural. Under the requested zoning, the site could yield up to 16 multi-family units. The Future Land Use Plan Map recommends office/institutional/multi-family at the southwest corner at Arlington Boulevard and Dickinson Avenue. In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

No one spoke in favor of the request.

No one spoke in opposition of the request.

Motion made by Mr. Gordon, seconded by Mr. Smith, to recommend approval of the proposed amendment to advise that is consistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

EXISTING ZONING

RA20 (Residential-Agricultural)

Permitted Uses

(1) General:

- a. Accessory use or building
- c. On- premise signs per Article N

(2) Residential:

- a. Single-family dwelling
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

(3) Home Occupations (see all categories):

*None

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- c. Wayside market for farm products produced on site
- e. Kennel (see also section 9-4-103)
- f. Stable; horse only (see also section 9-4-103)
- g. Stable; per definition (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

(7) Office/ Financial/ Medical:

* None

(8) Services:

- o. Church or place of worship (see also section 9-4-103)

(9) Repair:

* None

(10) Retail Trade:

* None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

(15) Other Activities (not otherwise listed - all categories): None*

RA20 (Residential-Agricultural)
Special Uses

(1) General:

* None

(2) Residential:

- b. Two-family attached dwelling (duplex)
- g. Mobile Home
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility

(3) Home Occupations (see all categories):

- a. Home occupation; including barber and beauty shops
- c. Home occupation; including manicure, pedicure or facial salon

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining:

- b. Greenhouse or plant nursery; including accessory sales

(6) Recreational/ Entertainment:

- a. Golf course; regulation
- c.(1). Tennis club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

* None

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- d. Cemetery
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- ee. Hospital Deleted

(9) Repair:

* None

(10) Retail Trade:

* None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

* None

(13) Transportation:

* None

*(14) Manufacturing/ Warehousing: * None*

*(15) Other Activities (not otherwise listed - all categories): * None*

PROPOSED ZONING

OR (Office-Residential)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- f. Retail sales incidental

(2) Residential:

- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- k. Family care home (see also section 9-4-103)
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility
- p. Board or rooming house
- q. Room renting

(3) Home Occupations (see all categories):

*None

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreation facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operational/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- j. College or other institutions of higher learning
- k. Business or trade school
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- p. Library
- q. Museum

- r. Art Gallery
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- x. Dance studio
- bb. Civic organizations
- cc. Trade or business organizations

(9) Repair:

* None

(10) Retail Trade:

- s. Book or card store, news stand
- w. Florist

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

* None

(12) Construction:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

(15) Other Activities (not otherwise listed - all categories):

* None

OR (Office-Residential)

Special Uses

(1) General:

* None

(2) Residential:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity dormitory (LUI) development rating 67 per Article K
- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- o.(1). Nursing, convalescent center or maternity home; minor care facility
- r. Fraternity or sorority house

(3) Home Occupations (see all categories):

* None

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

- c.(1). Tennis club; indoor and outdoor facilities
- h. Commercial recreation; indoor only, not otherwise listed

(7) Office/ Financial/ Medical:

- f. Veterinary clinic or animal hospital (also see animal boarding; outside facility, kennel and stable)

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- ff. Mental health, emotional or physical rehabilitation center

(9) Repair:

- * None

(10) Retail Trade:

- h. Restaurant; conventional
- j. Restaurant; regulated outdoor activities

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- * None

(12) Construction:

- * None

(13) Transportation:

- h. Parking lot or structure; principle use

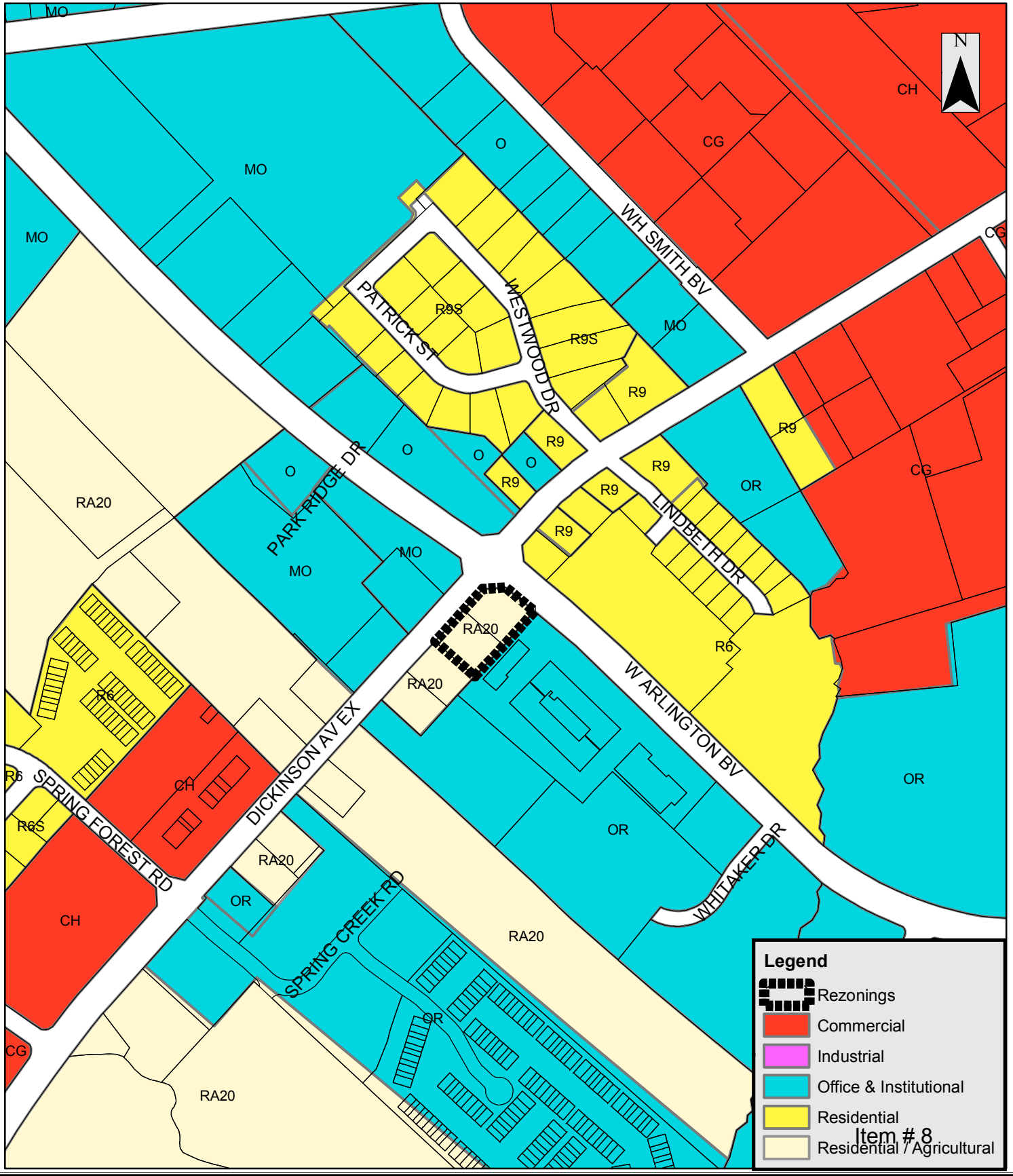
(14) Manufacturing/ Warehousing:

- * None

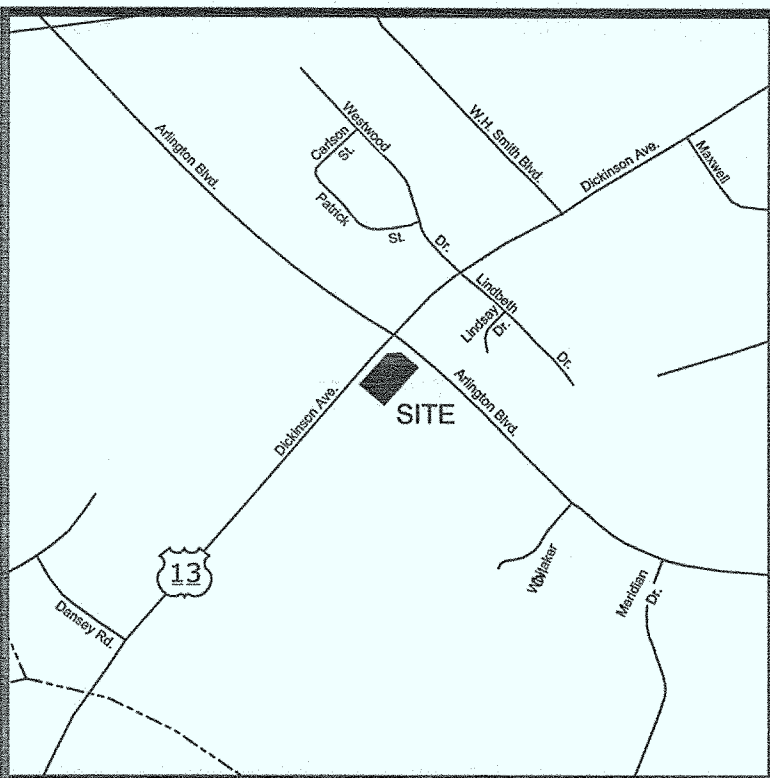
(15) Other Activities (not otherwise listed - all categories):

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional services not otherwis

Michael Overton (11-10)
From: RA20 To: OR
1.0172 acres
October 31, 2011



Item # 8



VICINITY MAP
1" = 1000'

DPD PROPERTIES, LLC
DB 917, P 230

R6
MULTIFAMILY

Attachment number 6
Page 1 of 1

JARVIS J. &
DORLIS B. MILLS
DB S-45, P 638

R6
MULTIFAMILY

W. ARLINGTON BLVD.
(100' PUBLIC R/W - 69' BC/BC)

S 48°14'30" W
0.68'

S 48° 44' 05" W 267.56'

EXISTING ZONING RA-20
PROPOSED ZONING OR
(1.0172 ACRES)

①

②

GEORGE T.
SAVAGE
DB 2064, P 262

RA-20
SINGLE FAMILY

N 43°22'19" W 170.62'

N 48° 45' 14" E 217.39'

U.S. HWY 264 ALT. & U.S. HWY 13
DICKINSON AVE. EXTENSION
(80' PUBLIC R/W - 60' BC/BC)

DIAMOND POINTE
PROPERTIES, LLC.
DB 1984, P 856

O
MEDICAL OFFICE

AMOS J.
EVANS
DB 226, P 01

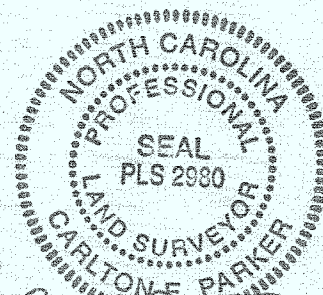
MO
VACANT

AMOS J.
EVANS, ETALS
DB 467, P 814

MO
VACANT

JAMES A.
EVANS, ETAL
ESTATE BOOK 92, P 249

MO
SINGLE FAMILY



CARLTON E. PARKER, PLS 2980

REZONING MAP FOR
MICHAEL OVERTON

REFERENCE DEED BOOK 2506, PAGE 801 AND DEED BOOK,
2784, PAGE 311 OF THE PITT COUNTY REGISTRY

GREENVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: TFW COMMERCIAL
PROPERTIES, LLC.
ADDRESS: 105 E. VICTORIA COURT, STE. D
GREENVILLE, NC 27858
PHONE: (252) 375-6622

DESIGNED: CEP

DRAWN: WCO

APPROVED: CEP

DATE: 09/01/11

SCALE: 1" = 40'

SHEET 1 OF 1



MALPASS & ASSOCIATES
NC LICENSE NO. C-1289
1645 EAST ARLINGTON BLVD., SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780



04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

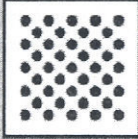
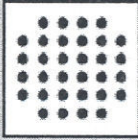
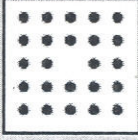
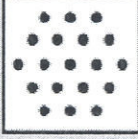

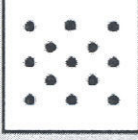
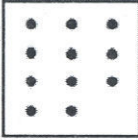
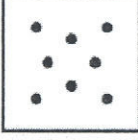
Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
Low Density		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Ordinance amending the Zoning Ordinance standards for dining and entertainment establishments

Explanation: **Background**
At their August 22, 2011, meeting, City Council voted to direct staff to develop a report on the City's current standards for dining and entertainment establishments (D&E's). This request was initiated by Council Member Joyner, who stated that he was interested in amending the weekday time restrictions for amplified audio entertainment applicable to D&E's. More specifically, Council Member Joyner was interested in amending said standards so as to differentiate between those establishments located within close proximity to existing single-family residences and districts and those that are located within commercial areas, not within a set distance of single-family residences and districts.

Staff developed and presented the requested report to City Council at their September 8, 2011, meeting. After some discussion, City Council directed staff to draft a specific text amendment for their review and consideration.

Staff developed the requested text amendment and presented it to City Council at their October 10, 2011, meeting. After some discussion, City Council voted to initiate the Zoning Ordinance text amendment and requested that the Neighborhood Advisory Board review and provide a recommendation on the same.

Current Standards

D&E's are currently not permitted to have amplified audio entertainment, such as bands or karaoke, after 11 p.m. on Monday, Tuesday, Wednesday, and Thursday (classified as weekdays) or after 2 a.m. on Friday and Saturday or 11 p.m. on Sunday (classified as weekends). Two exceptions to these standards include:

- On December 31 (New Year's Eve), the time may be extended to 2 a.m.;
- and
- D&E's located in the CD (Downtown Commercial) district may have

amplified audio entertainment until 2 a.m. on Thursdays.

Draft Modifications

The full text of the draft text amendment is included in the attached ordinance. The following is a summary of the text amendment's substance:

- D&E's that meet specified spacing requirements qualify for extended hours of amplified audio entertainment on Thursdays and on specified holidays or observances. More specifically, those D&E's that qualify could extend the hours of amplified audio entertainment from 11:00 p.m. to 2:00 a.m. on Thursdays and on March 17 (St. Patrick's Day), May 5 (Cinco de Mayo), July 4 (Independence Day), and October 31 (Halloween).
- To qualify for this provision, the dining and entertainment establishment 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 dining and entertainment establishment 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. (It should be noted that the separation requirement proposed is the same as is currently applicable to public or private clubs.)
- Those D&E's that do not meet the specified spacing standards would continue to abide by the current standards.

Impact of Draft Modifications on Existing D&E's

Four of the five existing D&E's located within the City's territorial jurisdiction meet the new spacing requirements proposed above, which would qualify them to have amplified audio entertainment on each Thursday night and on specified holidays or observances to no later than 2:00 a.m. the following day if the draft modifications are adopted. These establishments include:

AJ McMurphys	1914 Turnberry Drive
Japan Inn	739 Red Banks Road
Upper Deck Sports Bar and Grill	703 SE Greenville Boulevard
Tipsy Teapot*	409 S. Evans Street

The only existing establishment that would not qualify for extended hours of amplified audio is Christy's Europub located at 301 S. Jarvis Street.

*It should be noted that the Topsy Teapot is already permitted to have amplified audio entertainment on each Thursday night to no later than 2:00 a.m. the following day because it is located in the CD (Downtown Commercial) district.

On November 17, 2011, the proposed ordinance amendment was presented to the Neighborhood Advisory Board (NAB), and the board solicited input from its members. The NAB, which aims to preserve and strengthen neighborhoods

in Greenville, recognizes the broader implications that extending the hours for amplified audio entertainment on Thursday nights would have on neighborhoods, especially for school-aged children and residents who work on weekdays. For that reason, the NAB unanimously voted against extending amplified audio entertainment at dining and entertainment establishments on Thursday nights, regardless of location.

Fiscal Note: No fiscal impact is anticipated.

Recommendation: In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with *Horizon's: Greenville's Community Plan*.

The Planning and Zoning Commission recommended approval of the proposed ordinance amendment at their November 15, 2011, meeting.

If City Council determines to approve the amendment request, a motion to adopt the attached ordinance will be needed. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why City Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the amendment request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the requested text amendment and to make a finding and determination that the denial of the text amendment request is consistent with the comprehensive plan and that the denial of the text amendment request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan and, as a result, the denial furthers the goals and objectives of the comprehensive plan.

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

Attachments / click to download

- [Report on Standards for D and E Establishments](#)
 - [D and E Ordinance Amendment Amplified Audio 912156](#)
 - [PZ Excerpt D and E Text Amendment Nov 2011 912162](#)
-

ORDINANCE NO. 11-_____
AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on December 8, 2011 at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1: That Title 9, Chapter 4, Article E, Section 9-4-186(F)1.(8), of the City Code, is hereby amended by deleting said subsection in its entirety and substituting new subsection (F)1.(8) to read as follows:

(8) *Provisions for extended hours of operation for amplified audio entertainment.*

- (a) *The allowable period for amplified audio entertainment for any dining and entertainment establishment in any zoning district may be extended, at the option of the owner/operator, from the times specified under subsections (F)1.(6) and (7) above to not later than 2:00 a.m. the following day on December 31 (New Year's Eve).*
- (b) *The allowable period for amplified audio entertainment for any dining and entertainment establishment that meets the separation requirements as specified under subsection (F)1.(8)(d) below may be extended, at the option of the owner/operator, from the times specified under subsections (F)1.(6) and (7) above on each Thursday night to no later than 2:00 a.m. the following day.*
- (c) *The allowable period for amplified audio entertainment for any dining and entertainment establishment that meets the separation requirements as specified under subsection (F)1.(8)(d) below may be extended, at the option of the owner/operator, from the times specified under subsections (F)1.(6) and (7) above to no later than 2:00 a.m. the following day on March 17 (St. Patrick's Day), May 5 (Cinco de Mayo); July 4 (Independence Day) and October 31 (Halloween).*

- (d) *To qualify for extended hours of operation for amplified audio entertainment as provided in subsections (F)1.(8)(b) and (F)1.(8)(c) above, the dining and entertainment establishment 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 dining and entertainment establishment to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this subsection, the term "single-family residential zoning district" shall include any RA20; R15S; R9S; R6S; and MRS district.*
- (e) *In no event shall the noise generated by amplified audio entertainment exceed the noise control provisions as provided in Title 12, Chapter 5, of the Greenville City Code.*

Section 2: That Title 9, Chapter 4, Article F, Section 9-4-103(U)(6), of the City Code, is hereby amended by deleting said subsection in its entirety and substituting new subsection (U)(6) to read as follows:

- (6) *Provisions for extended hours of operation for amplified audio entertainment.*
 - (a) *The allowable period for amplified audio entertainment for any dining and entertainment establishment in any zoning district may be extended, at the option of the owner/operator, from the times specified under subsections (U)(4) and (5) above to not later than 2:00 a.m. the following day on December 31 (New Year's Eve).*
 - (b) *The allowable period for amplified audio entertainment for any dining and entertainment establishment that meets the separation requirements as specified under subsection (U)(6)(d) below may be extended, at the option of the owner/operator, from the times specified under subsections (U)(4) and (5) above on each Thursday night to no later than 2:00 a.m. the following day.*
 - (c) *The allowable period for amplified audio entertainment for any dining and entertainment establishment that meets the separation requirements as specified under subsection (U)(6)(d) below may be extended, at the option of the owner/operator, from the times specified under subsections (U)(4) and (5) above to no later than 2:00 a.m. the following day on March 17 (St. Patrick's Day), May 5 (Cinco de Mayo); July 4 (Independence Day) and October 31 (Halloween).*
 - (d) *To qualify for extended hours of operation for amplified audio entertainment as provided in subsections (U)(6)(b) and (U)(6)(c) above, the dining and entertainment establishment 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 dining and entertainment establishment to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this subsection, the term "single-family residential zoning district" shall include any RA20; R15S; R9S; R6S; and MRS district.

- (e) *In no event shall the noise generated by amplified audio entertainment exceed the noise control provisions as provided in Title 12, Chapter 5, of the Greenville City Code.*

Section 3. That any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. That this ordinance shall become effective upon its adoption.

Adopted this 8th day of December, 2011.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Excerpt from the DRAFT Planning & Zoning Minutes (11/15/11)

Zoning Ordinance Text Amendment - Modifications to standards for dining and entertainment establishments. – APPROVED.

Mr. Christopher Padgett provided background information on this request to the Commission. It began when City Council requested that staff provide them with a report on Dining and Entertainment (D&E) establishments at their August meeting. Staff prepared and presented the report to City Council at their September meeting. City Council then directed staff to draft a text amendment related to the hours that D&E's can have amplified audio entertainment; and more specifically, for a text amendment that would allow D&E's in primarily commercial areas to have extended hours of amplified audio entertainment on Thursday evenings. Staff developed and presented the text amendment to the City Council at their October meeting at which time City Council formally initiated the text amendment and requested that the Neighborhood Advisory Board review and provide input. Mr. Padgett gave a history on D&E's in general; the D&E land use category and its associated standards were adopted by the City Council in April 2009. The D&E category is a hybrid land use between conventional restaurants and public or private clubs. They may not have amplified audio entertainment after 11 p.m., Monday – Thursday and on Sunday; the exception would be found in the Downtown Commercial district where such is allowed until 2 a.m. on Thursday evenings. Mr. Padgett presented the proposed standards:

"The allowable period of amplified audio entertainment for any dining and entertainment establishment that meets the following separation requirements may be extended, at the option of the owner/operator, from the times specified under subsection (F)1.(6) on each Thursday night to no later than 2:00 a.m. the following day. To qualify for this provision, the dining and entertainment establishment 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 dining and entertainment establishment 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."

Mr. Padgett explained that they based their proposed separation standards on existing separation standards applicable to public or private clubs; staff believes that since the standards are sufficient for public or private clubs, which are intended to be a more intensive use, then it would serve this purpose for extended hours of amplified audio entertainment. Mr. Padgett presented a map that located existing D&E establishments in Greenville. Out of the five establishments currently operating, four would meet the criteria and would be allowed to have the extended

hours of amplified audio entertainment. City Council had a significant amount of discussion about the possibility of adding holidays so that no matter on which days they fall, D&E's that meet the specified spacing requirements would be permitted to have amplified audio entertainment up until 2 a.m. Specific holidays or observances provided for the Commission's review and discussion:

- St. Patrick's Day (March 17);
- Cinco de Mayo (May 5);
- Independence Day (July 4);
- Halloween (October 31).

No one spoke in favor of the request.

No one spoke in opposition of the request.

Ms. Bellis asked if there was a provision for noise that would limit sound from extending beyond the property line or beyond the 500 ft.

Mr. Padgett answered that currently there is not a standard like that specifically for either a public or private club or for entertainment establishments. All establishments in the City are subject to the nuisance ordinance and it is enforced by the Police Department.

Mr. Parker commented that the nuisance ordinance would address Ms. Bellis' concern.

Ms. Bellis recalled an issue with an establishment on 10th Street and she asked if that particular establishment had a restriction where they could not have sound beyond 50 ft. from the building.

Mr. Flood answered that was a former nightclub, Faces, and the noise restriction was one of the conditions of their Special Use Permit from the Board of Adjustment.

Mr. Parker asked if the holidays were included in the text amendment.

Mr. Padgett answered that it was not in the text amendment that City Council had sent to the Commission, but since they had spent a considerable amount of time discussing it, staff felt that it would be appropriate to bring it before the Commission for discussion.

Mr. Parker said that he was in favor of adding them because they are four holidays that people enjoy going out on and it would help businesses. He suggested that they include the holidays in the text amendment.

Mr. Padgett explained that if the Commission wanted the holidays included, then they would need to note that in the motion.

Chairman Randall asked if there was a consensus from City Council on everyone wanting the holidays listed in there.

Mr. Padgett said that he did not think that there was a consensus.

Mr. Weitz said that there are three provisions in the City Code that address noise or amplified sound. He suggested that the Commission add some additional language to the text amendment that would specify that existing noise control provisions of the City Code would be applicable. He suggested the following language:

In no event shall amplified audio entertainment exceed the provisions of the Greenville City Code, Title 12, Chapter 5, Sec. 12-5-4 with regard to maximum permitted sound levels; Nor shall amplified audio entertainment rise to the level of "nuisance noise" made unlawful by Sec. 12-5-5, Greenville City Code.

Mr. Parker said that it would be a clarification of codes that are already in the books and he did not have a problem with it.

Chairman Randall said that he felt that it would be redundant, but if the Commission members felt that it would make it clear for someone, then adding it should not be a problem.

Mr. Schrade asked if there were any other holidays that needed to be added to the list.

Mr. Bell said that he felt that the list was sufficient.

Mr. Gordon commented that they would probably get someone in the next couple of years asking to add another holiday to the list and he asked where it would stop.

Mr. Bell made a motion to approve the proposed text amendment to advise that it is consistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters, and to have it to include the proposed holidays provided in the staff report and make reference to the current noise control provisions within the city code. Ms. Basnight seconded the motion. Mr. Bell, Mr. Parker, Mr. Maxwell, Ms. Basnight, Ms. Rich, Ms. Bellis, Mr. Smith voted in favor; Mr. Gordon voted in opposition, and the motion carried.

Report on Standards for Dining and Entertainment Establishments

Contents:

- Section I. City Council Directive – Page 2
- Section II. History and Background Information – Page 2
- Section III. Summary of Existing Standards – Page 4
- Section IV. Identification of Existing Dining and Entertainment Establishments – Page 16

**Report Developed by the City of Greenville
Community Development Department - Planning Division
August 24, 2011**

SECTION I – City Council Directive

City Council voted to direct staff to develop a report on the city's current standards for Dining and Entertainment Establishments (D&E's) at their August 22, 2011, meeting. This request was initiated by Council Member Joyner, who stated that he was interested in amending the weekday time restrictions for amplified audio entertainment applicable to D&E's. More specifically, Council Member Joyner was interested in amending said standards so as to differentiate between those establishments located within close proximity to existing single family residences and districts and those that are located within commercial areas, not within a set distance of single family residences and districts.

SECTION II – History and Background Information

The Dining and Entertainment Establishment land use category and its associated standards were originally adopted in April 2009. Until then, the city had land use categories for conventional restaurants and public or private clubs. A conventional restaurant was defined as an eating establishment in which food sales had to account for more than 50% of the establishment's gross sales. A public or private club was defined as an entertainment establishment that had no restrictions or requirements related to gross sales.

The need for a new land use category was recognized when a local business permitted as a conventional restaurant contested the requirements because the restaurant was unable to meet the local zoning requirement for food sales (greater than 50% gross sales), but did meet the state's requirement (greater than 30% gross sales). This difference between city and state requirements, and the fact that the business could not qualify as a public or private club because it was located in a CN (Neighborhood Commercial) zoning district, led to a year-long process of evaluating the city's standards and creating a new land use category, dining and entertainment establishments. This new category, which was intended to be an eating and entertainment establishment, must have food sales in excess of 30% of the establishment's gross sales, and was intended to fill the gap that previously existed between conventional restaurants and public or private clubs.

The standards applicable to dining and entertainment establishments have been amended once since initial adoption. That amendment, Ordinance 10-83, allowed dining and entertainment establishments located in the CD (Downtown Commercial) district to have amplified audio entertainment on each Thursday night until 2:00 a.m. the following day (previously limited to 11:00 p.m.

See Description (below) for ordinance/amendment explanation.

Year	Applicant	<u>Description</u>	Ord. # And Approval Date
2009	CDD (Planning); initiated by City Council 12/08	Amend the definition section, table of uses, special use permit standards, etc., to establish a dining and entertainment establishment use and associated standards.	09-27 4/9/09
2010	Phoenix Redevelopment (Don Edwards)	Amend the special use permit standards for D&E's in the CD (Downtown Commercial) district to allow amplified audio entertainment on each Thursday night until 2:00 a.m. the following day.	10-83 10/14/2010

SECTION III – Summary of Existing Standards

Section 9-4-78: Table of Uses

Dining and Entertainment Establishments are permitted by-right in the following zoning districts:

- CG (General Commercial)
- CH (Heavy Commercial)
- IU (Unoffensive Industry)
- I (Industry)
- PIU (Planned Unoffensive Industry)
- PI (Planned Industry)

Dining and Entertainment Establishments are subject to special use permit approval of the Board of Adjustment in the following zoning districts:

- MS (Medical Support)
- MO (Medical Office)
- MCG (Medical – General Commercial)
- MCH (Medical – Heavy Commercial)
- OR (Office Residential)
- CD (Downtown Commercial)
- CDF (Downtown Commercial Fringe)
- CN (Neighborhood Commercial)

Section 9-4-22. Definitions.

Dining and entertainment establishment. An eating and entertainment establishment open to the general public and which meets all of the following:

- (1) May require a membership, cover or minimum charge for admittance or service during special periods of operation in accordance with this chapter;
- (2) Has sales of prepared and/or packaged foods, in a ready-to-consume state, in excess of 30% of the total gross receipts for the establishment during any month.
 - (a) In determining the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready-to-consume state, the following sales shall be included: food prepared in the establishment's kitchen and served as a meal to

be consumed on the premises or as a take-out order; packaged food sold to accompany the meal; and non-alcoholic beverages sold to accompany the meal.

- (b) The following shall not be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready-to-consume state: mixed alcoholic beverages, including the mixer; any other alcoholic beverage; grocery items not ordered and purchased with meals; and any other product, item, entertainment, service, or gratuity which is not specified in this subsection (2) as a sale to be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready-to-consume state.
 - (c) A membership, cover, or minimum charge for admittance or service shall not be included in either the total gross receipts for the establishment or in the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready-to-consume state. For purposes of determining compliance under this subsection (2), the Zoning Enforcement Officer may utilize and rely upon any routine or special audit report prepared by a department, division of a department, or agency of the state;
- (3) Does provide sit-down dining area(s);
 - (4) May provide food attendant (waiter/waitress) table ordering and busboy services;
 - (5) May offer food in disposable containers;
 - (6) May offer carry-out and/or off-site delivery services;
 - (7) Does not offer drive-in attendant services;
 - (8) May exhibit one but not both of the following operational functions or characteristics:
 - (a) Drive-through service; or
 - (b) Over the counter service. For purposes of this section, the term over the counter service shall include both customer ordering and the receipt of food, excepting beverages, condiments, utensils and the like, from an order/delivery station or counter remote to the on-site place of consumption.
 - (9) May have one or more of the following activities or services, which is open to the establishment's patrons and general public and is limited to the hours of operation of complete food services including regular menu food ordering, food preparation

and on-premises food consumption, except as otherwise provided in this subsection (9): full service bar, live or recorded amplified music, floor show and dancing area. Complete food services including regular menu food ordering, food preparation and on-premises food consumption services may be suspended at the option of the owner/operator not less than one hour prior to the close of business each evening. For purposes of interpretation of this section, when a dining and entertainment establishment closes for business at 12:00 a.m. (midnight) complete restaurant services including regular menu food ordering, food preparation and on-premises food consumption shall be provided until not less than 11:00 p.m. of the same day;

- (10) Shall be limited to a maximum mechanically conditioned floor area requirement and shall comply with a minimum separation and security requirement as specified under sections 9-4-86 and 9-4-103;
- (11) Does not qualify under the definition of restaurant, fast food or restaurant, conventional as contained herein; and
- (12) Any dining and entertainment establishment that does not meet the aforesaid requirements shall be classified as a public or private club for purposes of zoning regulation.

Section 9-4-103(U). Specific Criteria:

The following requirements are applicable to all D&E's that are not special use permit dependent (i.e. permitted by right).

(U) *Dining and entertainment establishments not subject to Article E.* Shall comply with all of the following:

- (1) When a dining and entertainment establishment both: is located within a 500-foot radius, including street rights-of-way, of a residential zoning district as measured from the building or structure containing a dining and entertainment establishment to the nearest residential zoning district boundary; and the establishment provides or utilizes amplified audio entertainment as defined herein after 11:00 p.m. on any day, the establishment shall be subject to a security requirement during and after the period of amplified audio entertainment as follows:
 - (a) Establishments that have an approved occupancy above 50 but less than 200 total persons as determined by the Building Inspector shall employ not less than one uniformed off-duty law enforcement officer, or not less than one uniformed security guard provided by a security guard and control profession

licensed in accordance with the provisions of G.S. Chapter 74C, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period 11:00 p.m. to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all times. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.

- (b) Establishments that have an approved occupancy of 200 or more total persons as determined by the Building Inspector shall employ not less than two uniformed off-duty law enforcement officers, or not less than two uniformed security guards provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period 11:00 p.m. to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all times. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.
 - (c) For purposes of this section, the term residential zoning district shall include the following districts: RA-20, R-6MH, R-6, R-6A, R-6A-RU, R-6N, R-6S, R9, R9S, R-15S, PUD, MR and MRS.
- (2) The owner(s) and operator(s) of a dining and entertainment establishment 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 dining and entertainment establishment shall comply with the provisions of Title 11, Chapter 9, of the City Code entitled Litter Control in Parking Lots.
 - (3) May require a membership, cover or minimum charge for admittance or service during regular or special periods of operation;
 - (4) Weekdays. Except as further provided under subsection (U)(6) below, dining and entertainment establishments shall not have amplified audio entertainment after

11:00 p.m. each Monday, Tuesday, Wednesday, and Thursday night and before 11:00 a.m. of the next day. For purposes of this section, amplified audio entertainment shall mean any type of music or other entertainment delivered through and by an electronic system; provided; however; televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment;

- (5) Weekends. Except as further provided under subsection (U)(6) below, dining and entertainment establishments shall not have amplified audio entertainment after 2:00 a.m. each Friday and Saturday night and before 11:00 a.m. of the next day, and shall not have amplified audio entertainment after 11:00 p.m. each Sunday night and before 11:00 a.m. of the next day. For purposes of this section, amplified audio entertainment shall mean any type of music or other entertainment delivered through and by an electronic system, provided however televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment;
- (6) Special period of operation and amplified audio entertainment exemption.
 - (a) The allowable period of amplified audio entertainment for any dining and entertainment establishment in any zoning district may be extended, at the option of the owner/operator, from the times specified under subsections (U)(4) and (5) above to not later than 2:00 a.m. and before 11:00 a.m. of the next day on the following day: December 31 (New Year's Eve);
- (7) Shall have sales of prepared and/or packaged foods, in a ready-to-consume state, in excess of 30% of the total gross receipts for the establishment during any month.
 - (a) In determining the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready-to-consume state, the following sales shall be included: food prepared in the establishment's kitchen and served as a meal to be consumed on the premises or as a take-out order; packaged food sold to accompany the meal; and non-alcoholic beverages sold to accompany the meal.
 - (b) The following shall not be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready-to-consume state: mixed alcoholic beverages, including the mixer; any other alcoholic

beverage; grocery items not ordered and purchased with meals; and any other product, item, entertainment, service, or gratuity which is not specified in this subsection as a sale to be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready-to-consume state.

- (c) A membership, cover or minimum charge for admittance or service shall not be included in either the total gross receipts for the establishment or in the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready-to-consume state.
 - (d) For purposes of determining compliance under this subsection, the Zoning Enforcement Officer may utilize and rely upon any routine or special audit report prepared by a department, subsection of a department, or agency of the State of North Carolina;
- (8) Records related to the sale of prepared and/or packaged food in a ready-to-consume state and the sale of all other products and services shall be maintained on premises for not less than one year and shall be open for inspection or audit at all reasonable hours during any period of establishment operation by the Zoning Enforcement Officer. The Zoning Enforcement Officer may view the records on the premises of the establishment or may request copies of the written records be delivered to the city. Records of sales of prepared and/or packaged food in a ready-to-consume state and the sale of all other products and services shall be filed separate and apart from all other records maintained on the premises. The requirements of this subsection shall be for the purpose of determining compliance with subsection (U)(7) above. Failure to provide all records required by this subsection in a timely manner, to be determined by the city, upon written request of the Zoning Enforcement Officer shall constitute a violation of the zoning regulations;
- (9) A lighting plan shall be submitted to the Director of Community Development or authorized agent for review and approval and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Community Development or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section 9-4-104; and
- (10) A parking plan which conforms to the provisions of Article O shall be submitted to the Director of Community Development, or authorized agent for site plan review

and approval in accordance with the provisions of the Land Development Administrative Manual. The exemption provisions of section 9-4-243(B) shall not apply to a dining and entertainment establishment and each establishment shall provide all required parking spaces specified under section 9-4-252 on-site or in an approved remote parking facility in accordance with section 9-4-250.

Section 9-4-86(F)1. Specific Criteria:

The following requirements are applicable to all D&E's that are special use permit dependent. In addition to these requirements, these establishments are also subject to any reasonable conditions of approval required by the Board of Adjustment.

(F)1. Dining and entertainment establishments.

- (1) (a) A special use permit for a dining and entertainment establishment 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 dining and entertainment establishment 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 dining and entertainment establishment 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 or her 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 dining and entertainment establishment for which the annual review includes a finding of one or more instances of noncompliance 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)1.(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 Title 9, Chapter 4 of the Greenville City Code;
 - 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)1. 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 dining and entertainment establishment.
 - (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 dining and entertainment establishment 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 dining and

entertainment establishment shall comply with the provisions of Title 11, Chapter 9, of the City Code entitled Litter Control in Parking Lots.

- (3) In addition to subsection (F)1.(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 dining and entertainment establishment, 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 acknowledgment of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgment shall be made on forms provided by the planning office.
- (5) May require a membership, cover or minimum charge for admittance or service during regular or special periods of operation.
- (6) Weekdays. Except as further provided under subsection (F)1.(8) below, dining and entertainment establishments shall not have amplified audio entertainment after 11:00 p.m. each Monday, Tuesday, Wednesday, and Thursday night and before 11:00 a.m. of the next day. For purposes of this section, amplified audio entertainment@ shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment.
- (7) Weekends. Except as further provided under subsection (F)1.(8) below, dining and entertainment establishments shall not have amplified audio entertainment after 2:00 a.m. each Friday and Saturday night and before 11:00 a.m. of the next day, and shall not have amplified audio entertainment after 11:00 p.m. each Sunday night and before 11:00 a.m. of the next day. For purposes of this section, amplified audio entertainment@ shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment.
- (8) Special period of operation and amplified audio entertainment exemption.

- (a) The allowable period of amplified audio entertainment may be extended, at the option of the owner/operator, from the times specified under subsections (F)1.(6) and (7) above to not later than 2:00 a.m. and before 11:00 a.m. of the next day on the following day: December 31 (New Year's Eve).
 - (b) The allowable period of amplified audio entertainment for any dining and entertainment establishment located in the CD (downtown commercial) zoning district may be extended, at the option of the owner/operator, from the times specified under subsection (F)1.(6) on each Thursday night to no later than 2:00 a.m. the following day.
- (9) Shall have sales of prepared and/or packaged foods, in a ready-to-consume state, in excess of 30% of the total gross receipts for the establishment during any month.
- (a) In determining the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready-to-consume state, the following sales shall be included: food prepared in the establishment's kitchen and served as a meal to be consumed on the premises or as a take-out order; packaged food sold to accompany the meal; and non-alcoholic beverages sold to accompany the meal.
 - (b) The following shall not be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready-to-consume state: mixed alcoholic beverages, including the mixer; any other alcoholic beverage; grocery items not ordered and purchased with meals; and any other product, item, entertainment, service or gratuity which is not specified in this subsection as a sale to be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready-to-consume state.
 - (c) A membership, cover or minimum charge for admittance or service shall not be included in either the total gross receipts for the establishment or in the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready-to-consume state.
 - (d) For purposes of determining compliance under this subsection, the Zoning Enforcement Officer may utilize and rely upon any routine or special audit report prepared by a department, division of a department, or agency of the State of North Carolina.
- (10) Records related to the sale of prepared and/or packaged food in a ready-to-consume state and the sale of all other products and services shall be maintained on premises for not less than one year and shall be open for inspection or audit at all reasonable

hours during any period of establishment operation by the Zoning Enforcement Officer. The Zoning Enforcement Officer may view the records on the premises of the establishment or may request copies of the written records be delivered to the city. Records of sales of prepared and/or packaged food in a ready-to-consume state and the sale of all other products and services shall be filed separate and apart from all other records maintained on the premises. The requirements of this subsection shall be for the purpose of determining compliance with subsection (F)1.(9) above. Failure to provide all records required by this subsection in a timely manner, to be determined by the city, upon written request of the Zoning Enforcement Officer shall constitute a violation of the zoning regulations.

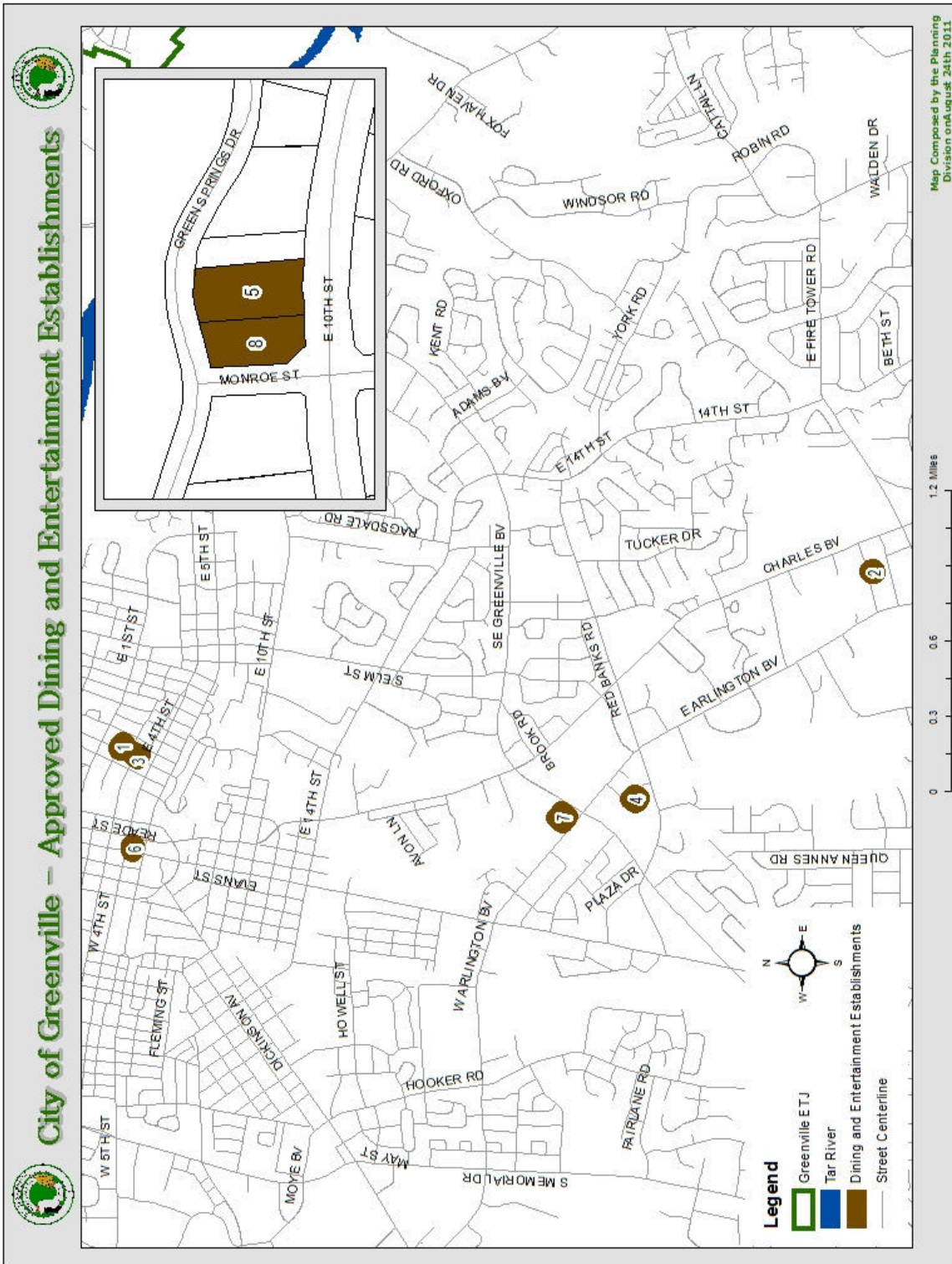
- (11) A lighting plan shall be submitted to the Director of Community Development or authorized agent for review and approval, and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Community Development, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section 9-4-104.
- (12) A parking plan which conforms to the provisions of Article O shall be submitted to the Director of Community Development or authorized agent for site plan review and approval in accordance with the provisions of the Land Development Administrative Manual. The exemption provisions of section 9-4-243(B) shall not apply to a dining and entertainment establishment, and each establishment shall provide all required parking spaces specified under section 9-4-252 on-site or in an approved remote parking facility in accordance with section 9-4-250.
- (13) No dining and entertainment establishment located in a CN (Neighborhood Commercial) District shall contain more than 7,000 total square feet of mechanically conditioned floor area, including but not limited to any activity area, kitchen, restroom, interior walk-in storage room, hallway, foyer, bar and serving station, seating area, dance floor and sound stage.
- (14) No dining and entertainment establishment located in a CN (Neighborhood Commercial) District shall be located within a 200-foot radius of an existing or approved dining and entertainment establishment located within any CN (Neighborhood Commercial) District as measured from the nearest lot line.

- (15) When a dining and entertainment establishment both: is located within a 500-foot radius, including street rights-of-way, of a residential zoning district as measured from the building or structure containing a dining and entertainment establishment to the nearest residential zoning district boundary; and the establishment provides or utilizes amplified audio entertainment as defined herein after 11:00 p.m. on any day, the establishment shall be subject to a security requirement during and after such period of amplified audio entertainment as follows:
- (a) Establishments that have an approved occupancy above 50 but less than 200 total persons as determined by the Building Inspector shall employ not less than one uniformed off-duty law enforcement officer, or not less than one uniformed security guard provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period 11:00 p.m. to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.
 - (b) Establishments that have an approved occupancy of 200 or more total persons as determined by the Building Inspector shall employ not less than two uniformed off-duty law enforcement officers, or not less than two uniformed security guards provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period 11:00 p.m. to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.
 - (c) For purposes of this section, the term residential zoning district shall include the following districts: RA-20, R-6MH, R-6, R-6A, R-6A-RU, R-6N, R-6S, R9, R9S, R-15S, PUD, MR and MRS.

SECTION IV. Identification of Approved Dining and Entertainment Establishments

The below table identifies all of the dining and entertainment establishments approved by the city since establishing the land use category in April 2009. Those establishments classified as Special Use Permit Dependent have been issued a special use permit by the Greenville Board of Adjustment. See the map on the following page for the location of these establishments based on ID field in the below table.

ID	Name	Location	Date Approved	Special Use Permit Dependent	Status
1	Unk's	201 S. Jarvis St.	5/28/2009	Yes	Not Active
2	AJ McMurphys	1914 Turnberry Dr.	9/9/2009	No	Active
3	Christy's Europub	301 S. Jarvis St.	9/24/2009	Yes	Active
4	Japan Inn	739 Red Banks Rd.	10/1/2009	No	Active
5	Eddie's Sports Bar	2713 E. 10 th St.	1/23/2010 and 2/9/2010	No	Not Active
6	Tipsy Teapot	409 S. Evans St.	5/27/10	Yes	Active
7	Upper Deck Sports Bar and Grill	703 SE Greenville Blvd.	12/28/2010	No	Active
8	El Paraiso 2	2713 E. 10 th St.	4/26/2011	No	Not Active





City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Ordinance to annex Bent Creek Subdivision, Revised Phase 5, Portion of Lot 23 containing 7.0 acres located on the western right-of-way of Ellsworth Drive adjacent to Bent Creek Subdivision, Phase 2

Explanation: ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: November 28, 2011
2. City Council public hearing date: December 8, 2011
3. Effective date: December 31, 2011

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 7.0 acres
4. Voting District: 1
5. Township: Greenville
6. Vision Area: F
7. Zoning District: R6 (Residential [High Density Multi-family])
8. Land Use: Existing: Vacant
Anticipated: a 20,000 square foot two-story nursing home facility with 46 units and 6 cottage-style buildings (4 units per building).

9. Population

	Formula	Number of People
Total Current	-----	0
Estimated at full development	46+24x 2.19	99
Current Minority	-----	0
Estimated Minority at full development	99 x 43%	43
Current White	-----	0
Estimated White at full development	99-43	56

10. Rural Fire Tax District: Red Oak

11. Greenville Fire District: Station #2 (Distance of 2.30 miles)

12. Present Tax Value: \$35,000
Estimated Future Tax Value: \$4,899,000

Fiscal Note: The total estimated tax value at full development is \$4,899,000.

Recommendation: Approve the attached ordinance to annex Bent Creek Subdivision, Revised Phase 5, Portion of Lot 23.

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

Attachments / click to download

- [Bent Creek \(revised\), Phase 5, Lot 23 \(portion\) Annexation Map](#)
- [Bent Creek revised Phase 5 Lot 23 portion Annexation Ordinance 912159](#)

ORDINANCE NO. 11-____
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

Attachment number 1
Page 1 of 2

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 7:00 p.m. on the 8th day of December, 2011, after due notice by publication in The Daily Reflector on the 28th day of November, 2011; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

To Wit: Being all of that certain property as shown on the annexation map entitled "Bent Creek Subdivision, Revised Phase 5, Portion of Lot 23", involving 7.0 acres as prepared by Rivers and Associates, Inc.

Location: Lying and being situated in Greenville Township, Pitt County, North Carolina, located on the western right of way of Ellsworth Drive adjacent to Bent Creek Subdivision, Phase 2, involving 7.0 acres.

General Description:

All that certain tract or parcel of land lying and being situated in Greenville Township, Pitt County, North Carolina bounded on the north by Synergy Properties, LLC property, on the east by Ellsworth Drive and Bent Creek Subdivision – Phase 2, on the south by Pitt County property, and on the west by 2004 Cumberland, LLC property, being a portion of Pitt County Tax Parcel 76223 and more particularly described as follows:

BEGINNING at an existing iron pipe in the western right of way line of Ellsworth Drive, also being the northeastern corner of Lot 29B Bent Creek Subdivision - Phase 2 recorded in Map Book 71 Page 199 of the Pitt County Registry from the POINT OF BEGINNING with the northern line of the aforementioned Lot 29B N 88°08'05" W 120.00 feet to an existing iron pipe, the northwestern corner of Lot 29B; thence cornering with the rear line of Lot 29 S 00°46'39" E 87.61 feet to an existing iron pipe being the common property line between Lot 29A and Lot 30B Bent Creek Subdivision – Phase 2, recorded in Map Book 71 Page 199; thence cornering with the rear lot line of Lot 30 S 06°05'58" E 88.81 feet to an existing iron pipe being the common property line between Lot 30A and Lot 31B Bent Creek Subdivision – Phase 2, recorded in Map Book 71 Page 199; thence cornering with the rear lot line of Lot 31B S 11°29'21" E 88.44 feet

to an existing iron pipe in the northern property line of Lot 32B Bent Creek Subdivision – Phase 2, recorded in Map Book 71 Page 199; thence cornering with the northern lot line of Lot 32B S 75°53'08" W 30.57' feet to an existing iron pipe being a common property corner between Lot 32B Bent Creek Subdivision – Phase 2 and the Pitt County property, recorded in Map Book 72 Page 165; thence cornering with the northern line of the Pitt County property and the Rocky Russell Development property recorded in Map Book 66, Page 73 N 81°31'50" W 782.91 feet to an existing iron pipe being a common corner between the Rocky Russell property and the 2004 Cumberland, LLC property, recorded in Deed Book 1882 Page 571; thence cornering with the eastern property line of 2004 Cumberland, LLC property N 31°29'22" E 483.03 feet to a point; thence leaving the 2004 Cumberland, LLC property line and with a new line through the Synergy Properties, LLC property recorded in Deed Book 2427, Page 1 (Tract 1) S 81°31'50" E 552.09 feet to a point; thence S 14°08'21" W 9.35 feet to a point; thence S 09°21'01" W 87.90 feet to a point; thence S 83°18'04" E 120.00 feet to a point in the western right of way line of Ellsworth Drive; thence with the southwesterly right of way of Ellsworth Drive along a curve in a counter-clockwise direction, said curve having a radius of 830.00 feet, a chord bearing of S 04°16'55" W, and a chord distance of 70.00 feet to the Point of Beginning containing 7.0 acres more or less.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district one. The City Clerk, City Engineer, representatives of the Board of Elections and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district one.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 31st day of December, 2011.

ADOPTED this 8th day of December, 2011.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

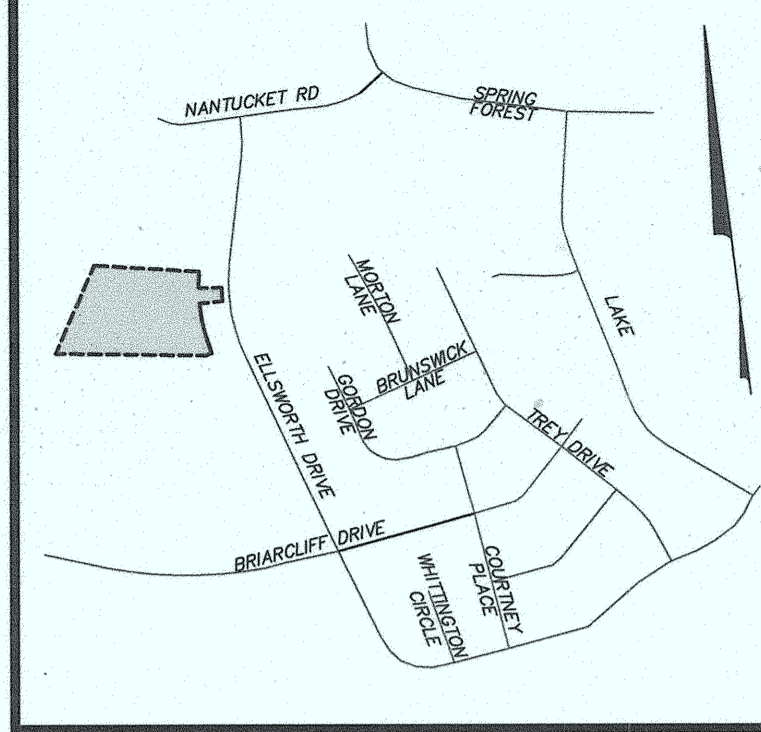
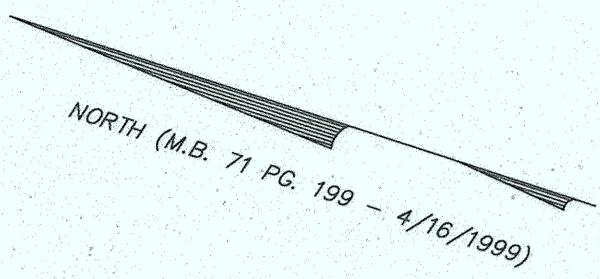
NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is 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 8th day of December, 2011.

_____, Notary Public

My Commission Expires: _____



Location Map
SCALE: 1" = 1000'

REFERENCE
D.B. 2427 PG. 001
M.B. 40 PG. 74
M.B. 71 PG. 199
PARCEL NUMBER 76223

Notes:

1. THIS SURVEY IS OF ANOTHER CATEGORY; FOR THE PURPOSE OF ANNEXATION ONLY. IT IS NOT TO BE USED OR CONSTRUED AS A SUBDIVISION OF THE PARENT PARCEL.
2. ALL DISTANCES ARE HORIZONTAL.
3. NO POINT SET AT CORNERS UNLESS OTHERWISE NOTED.
4. AREA CALCULATED BY COORDINATE METHOD.
5. PORTION OF PITT COUNTY PARCEL 76223.
6. THE PROPERTY BEING ANNEXED IS SHOWN ON PRELIMINARY PLAT #08-25 ENTITLED "BENT CREEK SUBDIVISION - REVISED" AND IS A PORTION OF PHASE 5, LOT 23.

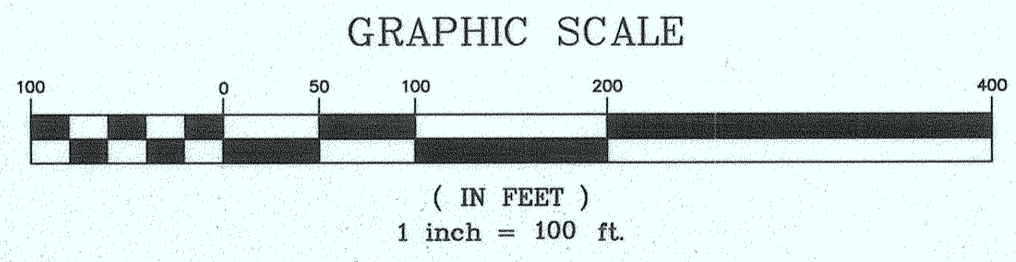
Attachment number 2
Page 1 of 1

N/F
2004 CUMBERLAND, LLC
D.B. 1882 PG. 571
PARCEL NO. 44255

SYNERGY PROPERTIES, LLC
D.B. 2427 PG. 1 (TRACT 1)
P.N. 76223
ANNEXED AREA = 7.0 ACRES

N/F
PITT COUNTY
D.B. 2693 PG. 160
M.B. 72 PG. 165
PARCEL NO. 73686

N/F
ROCKY RUSSELL DEVELOPMENT, LLC
D.B. 2187 PG. 248
M.B. 66 PG. 73
PARCEL NO. 73689



CERTIFICATION

NORTH CAROLINA PITT COUNTY
I, PATRICK W. HARTMAN CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM INFORMATION REFERENCED HEREON AND/OR CALCULATED FROM THE SAME; THAT THE RATIO OF PRECISION IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(d), THAT THIS SURVEY IS OF ANOTHER CATEGORY (ANNEXATION MAP), AND IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 23rd DAY OF AUGUST, 2011.

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

Legend

- NEW CITY LIMIT - - - - -
- OLD CITY LIMIT - - - - -
- CITY LIMIT - - - - -
- PARCEL NUMBER PARCEL NO.
- RIGHT OF WAY R/W
- NOW OR FORMERLY N/F

ANNEXATION MAP
BENT CREEK SUBDIVISION - REVISED
PHASE 5 - PORTION OF LOT 23
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER SYNERGY PROPERTIES, LLC
ADDRESS 2131 JUBILEE LANE, WINTERVILLE, NC 28590
PHONE (252) 355-7484

MAP NO.	PLATS RECORDED	BOOK	PAGE
	BENT CREEK SUB.	71	109

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.

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

Engineers
Planners
Surveyors
NC LIC F-0234

SURVEYED
J.E.W.
DRAWN
PH
CHECKED
B.C.F./P.W.H.

APPROVED
P.W.H.
DATE
8/23/11
SCALE
1" = 1000' # 10

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

EFFECTIVE DATE _____ ORDINANCE NO. _____
7.0 AC. AREA

GREENVILLE TOWNSHIP, PITT COUNTY, N.C.



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Ordinance directing the enforcement officer to repair, alter, or improve or to vacate and close the nonresidential building or structure located at 703 Howell Street

Explanation: The nonresidential building at 703 Howell Street has been found to be out of compliance with the Nonresidential Building or Structure Code for the City of Greenville. The initial Notice of Violation and date for the hearing was sent by certified mail on May 24, 2011, to the property owner(s) informing the owner(s) of the nonresidential structure violations cited by the enforcement officer. A hearing was held; no one appeared for the hearing. Mr. Steven Nobles, the owner, did contact the enforcement officer sometime after the hearing and Mr. Nobles was informed of the findings. Pursuant to the enforcement action of the Nonresidential Building or Structure Code for the City of Greenville, the owner has not performed the needed repairs to the structure located at 703 Howell Street within the time established by the enforcement officer. No information has been provided as to why the repairs have not been performed.

The current tax value on the property is \$54,460 (the building value is \$48,160, the land value is \$4,800, and the extra feature value is \$1,500). The estimated cost to repair the property for occupancy is \$15,000 depending on the amount of dilapidated roof members. The cost to vacate and close the building by securing it is estimated at not more than \$5,000.

If Council approves the ordinance, staff will vacate and close the building.


The structure has been vacated and utilities were disconnected in March 2007.

Fiscal Note: The estimated cost to secure the structure is not more than \$5,000. The cost of securing shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as a lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation: Approve the attached ordinance allowing the City to abate the nonresidential structure at 703 Howell Street by means of vacating and securing the structure as needed per the City Code for nonresidential structures when the cost of repairs is not more than 50% of value of the structure.

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

Attachments / click to download

 [Photos of 703 Howell Street](#)

 [Ordinance for 703 Howell Street 912299](#)

ORDINANCE DIRECTING THE ENFORCEMENT OFFICER TO REPAIR, ALTER, OR IMPROVE
OR TO VACATE AND CLOSE THE NONRESIDENTIAL BUILDING OR STRUCTURE
LOCATED AT 703 HOWELL STREET

WHEREAS, pursuant to the enforcement of the Nonresidential Building or Structure Code contained in Article G of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of North Carolina General Statute 160A-439, the owner of the nonresidential building or structure described below has failed to comply with an Order to either (i) repair, alter or improve the nonresidential building or structure to bring it into compliance with the minimum standards established by the Nonresidential Building or Structure Code or (ii) vacate and close the nonresidential building or structure for any use; and

WHEREAS, North Carolina General Statute 160A-439(f) and Section 9-1-129(d), of the Code of the City of Greenville, North Carolina, empower the City Council of the City of Greenville to enact this ordinance to authorize and direct the Enforcement Officer to cause a nonresidential building or structure to be repaired, altered, or improved in order to bring it into compliance with the minimum standards of a Nonresidential Building or Structure Code contained in Section 9-1-125 of the City Code of the City of Greenville, North Carolina, or to be vacated and closed for any use when the owner has failed to comply with an Order of the Enforcement Officer issued pursuant to the provisions of the Nonresidential Building or Structure Code;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville that:

Section 1. The Enforcement Officer is hereby authorized and directed to proceed to cause the nonresidential building or structure located at 703 Howell Street, in the City of Greenville, North Carolina, and owned by Mr. Steven M. Nobles to be repaired, altered, or improved in order to bring it into compliance with the minimum standards of a Nonresidential Building or Structure Code contained in Section 9-1-125 of the Code of the City of Greenville, North Carolina, or to be vacated and closed for any use. The real property upon which such nonresidential building or structure is located being described as follows:

Pursuant to a Consent Judgment and Family Settlement Agreement dated October 12, 2007, and recorded in Deed Book 2403, Page 74, Pitt County Registry, Steven M. Nobles became the owner of the building and lot located at 703 Howell Street, Greenville, North Carolina and identified as Pitt County Tax Parcel 016999, and more particularly described in Deed Book 1490, Page 575, Pitt County Registry.

Section 2. The cost of repair, alterations, or improvements or vacating and closing shall constitute a lien against the real property described above. The lien shall be filed, have the same priority, and be enforced and the costs collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The amount of the costs shall also be a lien on any other

real property of the owner located within the corporate limits of the City of Greenville except for the owner's primary residence, said additional lien to be inferior to all prior liens and shall be collected as a money judgment.

Section 3. The Enforcement Officer is authorized and directed to post on the main entrance of any nonresidential building or structure which is vacated and closed pursuant to this ordinance a placard with the following words: "This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful." Any person who occupies or knowingly allows the occupancy of a building or structure so posted shall be guilty of a Class 3 misdemeanor.

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

Adopted this the 8th day of December, 2011.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk







City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Greenville Bicycle and Pedestrian Commission
- b. Investment Advisory Committee

Explanation: The Greenville Bicycle and Pedestrian Commission and the Investment Advisory Committee are scheduled to make their annual presentations to City Council at the December 8, 2011 meeting.

Fiscal Note: N/A

Recommendation: For information only; no action recommended

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

Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

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

Explanation: Attached for City Council's consideration is a resolution of intent to close a portion of Skinner Street and Smith Street lying south of Carolina Coastal Railway and north of Norris Street. The attached map illustrates the segment of roadways requested to be closed.

The interagency agreement implementing the recommendations of the Traffic Separation Study for the City's railroad crossings was approved by all parties on November 20, 2010. This agreement includes the closing of five existing at-grade railroad crossings on City streets. One of the five is the Skinner Street crossing located just west of the Public Works Department facility. The portion of Skinner Street requested to be closed is a section being about 370 feet in length and lying south of the Carolina Coastal Railway. Smith Street is an abandoned street running parallel to the railroad and being west of Skinner Street. Most of Smith Street is in the railroad right-of-way. The City would retain a drainage and utility easement upon the closed street section of Skinner Street.

The public hearing on closing the sections of these two streets will be held during the City Council's meeting scheduled for January 12, 2012.

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


Fiscal Note: Budgeted funds for the maintenance of this section of Skinner Street will no longer be required upon adoption of a Resolution to Close by City Council. The City will no longer receive Powell Bill funds for this section of Skinner Street. No Powell Bill funds are being received for Smith Street.

Recommendation: Adopt the attached Resolution of Intent to Close a Portion of Skinner Street and Smith Street.

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

Attachments / click to download

 [Map of Skinner and Smith Street Closing](#)

 [Resolution of Intent to close portion of Skinner St and Smith St 912671](#)

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

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

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

To Wit: Being a portion of the 1700 block of Skinner Street and Smith Street as shown on the plat entitled, "Street Closing Map, Portion of Skinner Street and Smith Street", prepared by the City of Greenville, dated November 22, 2011.

Location: Lying and being in the City of Greenville, Pitt County, North Carolina, south of Carolina Coastal Railway and north of Norris Street with said street sections being more accurately described as follows:

BEGINNING at a point at the intersection of the eastern right of way line of Skinner Street with the southern right of way of Carolina Coastal Railway, thence from said located POINT OF BEGINNING and running along the eastern right of way line of Skinner Street, S07°20'39"E - 369.26 feet to a point; thence running along a line perpendicular to Skinner Street, S 82°39'21"W - 50.00 feet to a point in the western right of way line of Skinner Street; along the western right of way line of Skinner Street, N 07°20'39"W - 15.0 feet to an existing iron pipe; thence continuing with the western right of way line of Skinner Street, N 07°20'39"W - 344.68 feet to an existing iron pipe located at the intersection of the western right of way line of Skinner Street with the southern right of way line of Smith Street; thence running along the southern right of way line of Smith Street, S 83°07'49"W - 408.89 feet to a point in a ditch; thence running along the center of the ditch, N21°16'32"E - 11.34 feet to a point in the southern right of way of Carolina Coastal Railway; thence running along the southern right of way line of Carolina Coastal Railway, N 83°07'49"E - 453.46 feet to a point in the eastern right of way of Skinner Street, the POINT OF BEGINNING, containing 0.5173 acres more or less as shown on a map titled "Street Closing Map, Portion of Skinner Street and Smith Street", prepared by the City of Greenville, dated November 22, 2011.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 12th day of January, 2012 at 7:00 p.m., to consider the advisability of closing portions of the aforesaid streets. At such public hearing, all objections and suggestions will be duly considered.

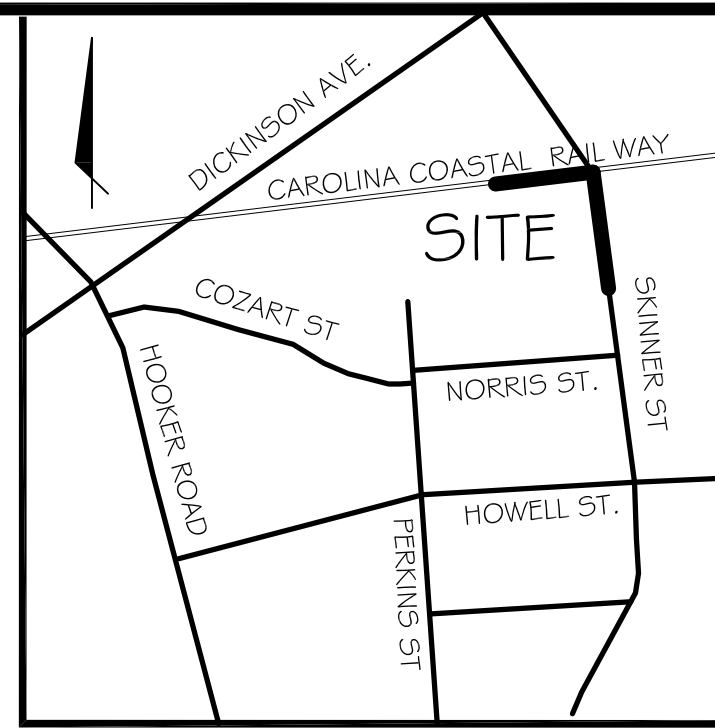
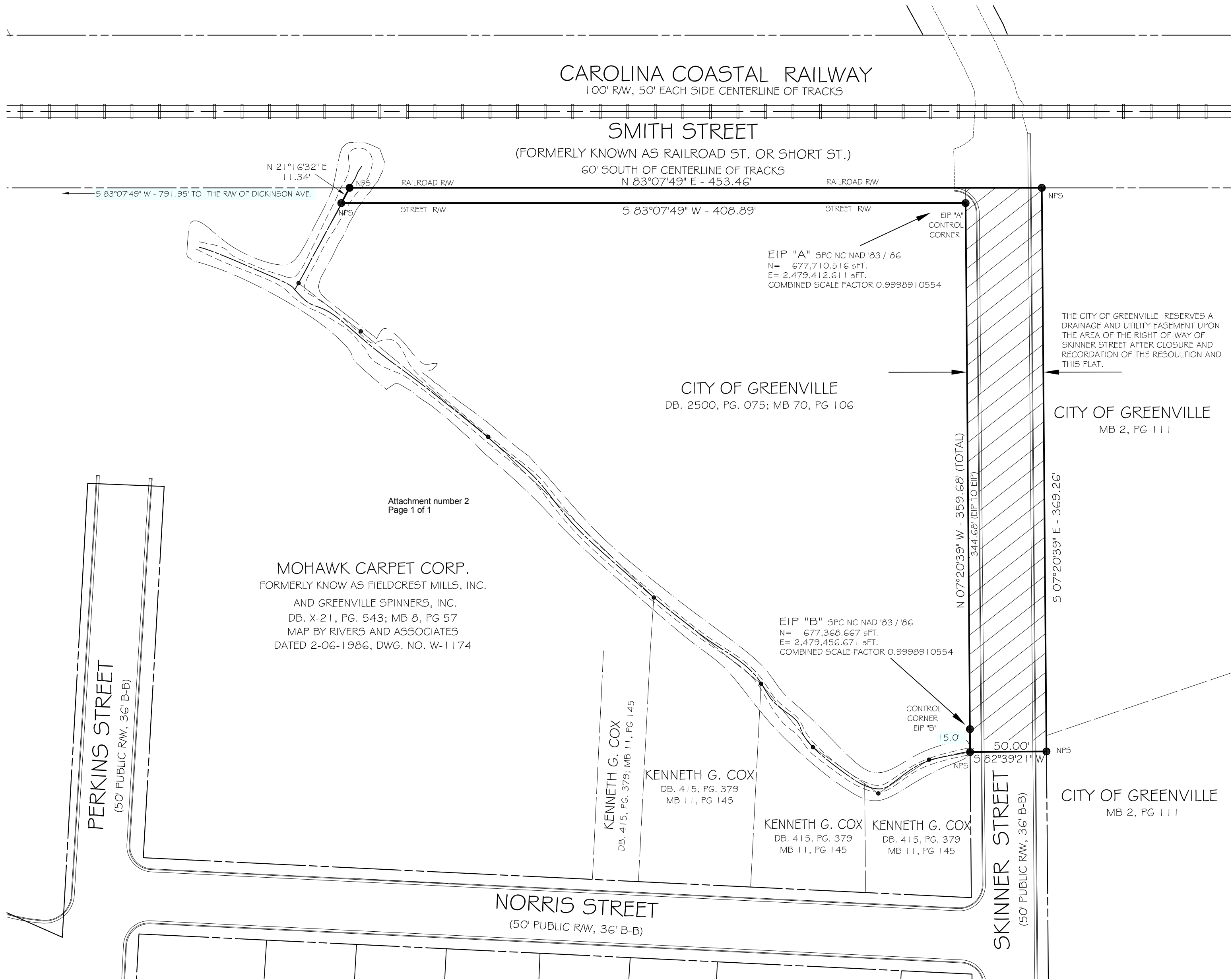
BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records; and that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

Duly adopted this the 8th day of December, 2011.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



Vicinity Map
1" = 1000'

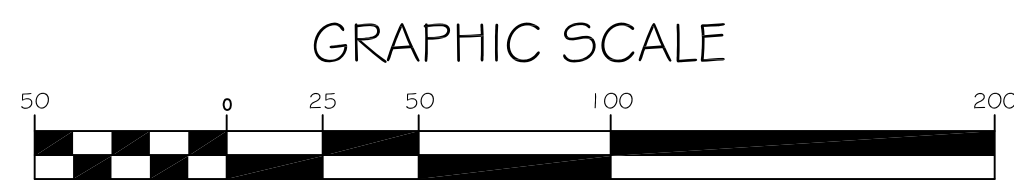
LEGEND

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

GENERAL NOTES

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

**PRELIMINARY MAP
FOR REVIEW ONLY**



SHEET 1 OF 1

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

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

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

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

CITY OF GREENVILLE
PLANNING DEPARTMENT
DATE

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

REVIEW OFFICER _____ DATE _____

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

RESOLUTION NO. _____
SIGNED _____
ALLEN THOMAS, MAYOR
ATTEST _____
CAROL BARWICK, CITY CLERK

SURVEYOR'S CERTIFICATION
I, BILLY LEE MERRILL, CERTIFY THAT THIS PLAT WAS DRAWN BY ME FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME. DEED DESCRIPTIONS RECORDED IN BOOKS REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHODS IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USING TO PERFORM THE GPS SURVEY:
POSITIONAL ACCURACY: 0.07 FEET +/- 50 PPM TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORK UNITS: US SURVEY FOOT
DATE(S) OF SURVEY: DEC. 2, 2010 PUBLISHED/FIXED-CONTROL MONUMENTS USED: "STADIUM", "LUPTON", "OLIN"
DATUM / EPOCH: NAD 83 (2007) GEOID MODEL: GEOID09 COMBINED GRID FACTOR: 0.9998910554
THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(i)(a), THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF A SUBDIVISION.
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE _____ DAY OF NOVEMBER, 2011.

SIGNED _____
PROFESSIONAL LAND SURVEYOR No. L-2954



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Investment grade audit agreement for the energy savings performance contract

Explanation: The the next step in the energy savings performance contract project is for Schneider Electric, the selected energy services company (ESCO) approved by the City Council on November 14, 2011, to perform an investment grade audit (IGA). This audit serves as the basis for determining the energy cost savings for the proposed improvements. The audit serves as the basis for the performance contract and for the contractor's guaranteed savings. The IGA includes the following:

- A list of energy conservation measures planned for each facility;
- A description of how the energy conservation measures will interact with the existing equipment in the facilities;
- Financial analysis of the effect on the City's annual utility cash flow that is the result of the energy conservation measures;
- Utility analysis demonstrating effect of installed energy conservation measures;
- Performance Assurance Support Services (PASS) Plan for the facilities;
- Project pricing for a turnkey installation of the proposed project scope that shall be firm for 120 days;
- Guaranteed energy services contract for the facilities

Fiscal Note: The City is under no payment obligation for the investment grade audit agreement, provided at least one of the following conditions is met:

- Customer executes a guaranteed performance-based building improvement program with the ESCO within one hundred and twenty (120) days after receiving the Investment Grade Audit Report;
- ESCO is unable to guarantee annual energy cost savings that meet or exceed the annual cost of the proposed performance-based building improvement program over a term not to exceed 15 years; or

- The Investment Grade Audit does not show a projected annual energy savings of at least \$148,000 based on the scope of work defined in the Investment Grade Audit Report.

If the conditions are met but the City decides not to follow through with the performance-based building improvement program, then the City would be obligated to reimburse Schneider Electric for the IGA at a rate of \$0.15 per square foot of building area included in the assessment, for a total of \$48,412.35.

Recommendation: Approve the attached investment grade audit agreement with Schneider Electric.

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

Attachments / click to download

 [Schneider Electric Contract](#)



Investment Grade Audit Agreement

This agreement is entered into as of this 8th day of December, 2011 between Schneider Electric Buildings Americas, Inc. ("ESCO") and City of Greenville ("Customer") for the performance of an Investment Grade Audit to determine the scope of work, guaranteed savings amount, energy conservation measures, and project price for a comprehensive building improvement program in the City of Greenville's Facilities listed on the third page of this document.

Customer agrees to provide the following:

- A) Complete access to Customer's Facilities for ESCO's Certified Energy Managers and Energy Analysts for the purpose of performing the energy efficiency analysis, measuring actual energy use, taking equipment inventory, determining operating schedules, identifying known operational deficiencies, etc.;
- B) Access to key personnel to discuss operating requirements; and
- C) The loan of building plans for the purpose of facilitating understanding of the facility characteristics and the current sequences of operation.

ESCO will provide Customer with the following:

- A) A list of energy conservation measures planned for each facility;
- B) A description of how the energy conservation measures would interact with the existing equipment in the facilities;
- C) Financial analysis of the effect on annual cash flow by the energy conservation measures;
- D) Guaranteed energy services contract for the facilities;
- E) Utility analysis demonstrating effect of installed energy conservation measures;
- F) Performance Assurance Support Services (PASS) Plan for the facilities; and
- G) Project pricing for a turnkey installation of the proposed project scope that shall be firm for 60 days.



Customer agrees that, until the project is commenced or the audit is paid for or Customer executes a guaranteed performance-based building improvement program with ESCO, then the engineering, data, and recommendations developed are the intellectual property of ESCO and may not be shared with any third parties without the written permission of ESCO.

Customer is under no payment obligation for the Investment Grade Audit Agreement, provided at least one of the following conditions is met:

- A) Customer executes a guaranteed performance-based building improvement program with ESCO within One Hundred and Twenty (120) days after receiving the Investment Grade Audit Report;
- B) ESCO is unable to guarantee annual energy cost savings that meet or exceed the annual cost of the proposed performance-based building improvement program over a term not to exceed 15 years; or
- C) The Investment Grade Audit does not show a projected annual energy savings of at least \$ 148,000 based on the scope of work defined in the Investment Grade Audit Report.

If none of the above conditions are met, Customer agrees to pay ESCO \$ 48,412.35 for the Investment Grade Audit service within thirty (30) days after receiving the Investment Grade Audit documents. This cost is equivalent to \$0.15 cents per square foot audited. The square footage to be audited is 322,749 square feet.

City of Greenville, NC

Schneider Electric Buildings Americas, Inc.

By _____
(Signature)

By _____
(Signature)

Print Name _____

Print Name _____

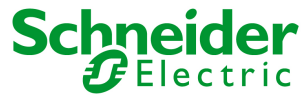
Title _____

Title _____

Date _____

Date _____

This contract is valid to be accepted until December 20, 2011.



Facilities to be Audited

Building Summary		City of Greenville
Building Name	Area	
	<i>ft2</i>	
Public Works Compound	18,900	
City Hall	48,057	
Municipal Building	30,291	
Police/Fire Rescue	47,956	
City Warehouse	12,293	
Gardner Training Center	2,240	
5 th Street Police Substation	1,500	
Evans Park Building	3,040	
Greenfield Terrace Building	3,120	
Guy Smith Stadium	9,160	
H. Boyd Lee Park Buildings	17,328	
Jaycee Park Building	11,042	
Park Maintenance Center	8,123	
River Park North Building	10,500	
South Greenville Rec Center	14,744	
Greenville Aquatics and Fitness	30,000	
Epps Recreation Center	24,260	
Elm Street Recreation Center	4,800	
Sports Connection	16,955	
Bradford Creek Golf Course	8,440	
Total	322,749	



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Proposal to create a City of Greenville Lighting Standard

Explanation: City staff has received many complaints that areas in the public right-of-way are too dark. The challenge is to establish an objective standard that can be used to determine acceptable lighting levels for all streets in the City.

Presently, the City has an interim standards for streetlights that was developed based on Greenville Utilities' past practice for installing streetlights. This policy (Attachment 1) spaces the streetlights by distance.

Public Works staff's research has determined that cities with established standards for spacing streetlights use one of two options. One option is a policy similar to our current interim standard that establishes a standard based on the distance between lights. The other option is to establish a standard for lighting levels (foot candles) on the various types of streets in the City and then the spacing is adjusted to obtain that lighting level.

Public Works staff has developed a draft standard for street lighting levels using the lighting level option. The draft standard (Attachment 2) includes lighting levels for streetlights on public roads as well as parking lot lighting. The draft policy has been reviewed by Greenville Utilities Commission and the Police, Fire-Rescue, and Recreation and Parks Departments and their comments have been included in the draft that is attached.

The next step in the process is to establish stakeholders groups and then work with stakeholders to complete the analysis and development of standards for the City.

Staff will provide City Council with a presentation on the research and development of the draft standards to date. Staff is asking for City Council guidance on the two options before beginning the development process with stakeholders.

Staff estimates that it will take approximately one year to finish the development

of the standards with the stakeholders.

Fiscal Note:

There are no funding requirements for this project. Cost is accrued personnel time.

Recommendation:

Provide Public Works staff with guidance to continue with the development of the City Lighting Standards.

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

Attachments / click to download

 [Street Light Standard Policy](#)

 [Street Lighting Standards](#)



STREET LIGHTING

City of Greenville

Procedure Title: Interim Greenville Street. Lighting Standard	Effective Date: April 15, 2011	
	Version: B <input type="checkbox"/> Original Version <input checked="" type="checkbox"/> Replaces Version A Dated: April 15, 2011	Issuing Department/ Division Public Works / Engineering
		Approved By: Wesley B. Anderson Director of Public Works

PURPOSE

The Public Works Department is presently developing standards for lighting City streets and parking lots. **SEC. 9-5-120 STREET LIGHTS (PUBLIC)** of the City Code states "that Street lights shall be provided at such locations as approved by the City and shall be installed and maintained by the Greenville Utilities Commission in accordance with current policy. (Ord. No. 1941, § 1, passed 1-12-1989)." Presently the City does not have written standards for the policy Greenville Utilities currently uses when developing street light plans for either developers or the City. This document converts current Greenville Utilities practice into a written policy. The policy is in effect until it is replaced by a City Council approved final streetlight standard.

SCOPE

This standard applies to all new or reconstructed public streets in the City.

PROCEDURE

1. Public Works upon City Council acceptance of a Street for City maintenance with street lights on it already will notify GUC to change those streetlights from its present account to the City's account.
2. Public Works upon City Council acceptance of a Street for City maintenance without street lights will request GUC to install streetlights per this policy. GUC will install streetlights as soon as possible after Public Works approves the lighting plan.
3. The following is the standard the City and Greenville Utilities will use for installing street lights.

a. **Street light spacing is determined by the lamp type used on a street.**

All street intersections will have a streetlight and the following spacing will be used along the street. Adjustments can be made for drive entrances, property lines, storm drains or other obstructions.

(1) Thoroughfares:

- 250 watt High Pressure Sodium (HPS) Cobra Heads nominal spacing will be 125 feet apart.
- 150 watt HPS Cobra Heads nominal spacing will be 100 feet apart
- 150 watt HPS Black Decorative Lantern nominal spacing will be 90 feet apart
- 150 watt HPS Decorative Drop Acorn (Brook Valley Light) nominal spacing will be 100' apart

(2) Collectors/Residential

- 150 watt HPS – nominal spacing will not exceed 300 feet.

b. **Poles:**

The lighting pole shall be designed in accordance with the "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals", by the American Association of State Highway and Transportation Officials (AASHTO), latest edition. They shall meet wind load standards for 110 mph wind zone per the 2001 AASHTO Wind Zone map.

1. All residential lighting shall be mounted on poles that are provided in the following table (Non-Standard Support Structures/Lighting). The use of wood poles or GUC electric poles is permissible upon City Engineer's approval.
2. All thoroughfare lighting shall be mounted on twenty-five (25) foot or 35 foot concrete poles or twenty-four (24) foot aluminum poles. The use of wood poles or GUC electric poles is permissible upon City Engineer's approval.

3. All City parking lot lighting shall be mounted on any pole that does not exceed forty (40) feet in height. Streetlights may be mounted to GUC electric poles.
4. All poles shall be identical along an entire continuous street or throughout all residential and residential collector public streets in a subdivision.

Non-Standard Support Structures/Lighting:

The poles provided in the table below are poles that are currently installed and in stock at the Greenville Utilities Commission. If a developer would like to install a pole type different from the poles provided they will need approval from Greenville Utilities and the City Engineer.

Standard Street Light Poles

GUC Stock #	Material	Description	Height	Example Model	Residential	Industrial / Commercial
207750	Aluminum	Pole, Black	24'	Valmont #190845604TEB	X	X
204010	Aluminum	Pole, Silver	30'	Valmont #27084580GT4		X
203950	Concrete	Pole, Class B/C	35'	-Stresscrete #E-350-C-PR-G-MOD -Stresscrete #E-350-B-PR-G-MOD		X
208970	Concrete	Pole, Black Octagon	25'	Stresscrete #KCH20-G-S11C/W140(20/30)	X	X
208972	Aluminum	Arm, Scroll per Acorn Drop Fixture	6'	King Luminarie #KA30-T-6 scroll arm	X	X
209980	Aluminum	Pole, Antique Green Fluted	17'	Hadco #XP-2560-17G HR Verde Green	X	X

(3) Foundations:

Aluminum or Steel Pole foundation location requirements:

Pole locations in general should be kept as far away from the roadways as possible and shall be located behind existing barrier or guard rails, where possible, or shall have foundations built into barrier or retaining wall where feasible.

Minimum pole setback requirements from back of curb or edge of traveled pavement to the face of the pole shall be as follows:

Typical areas where barrier curb is used is in dense urban areas or on bridges

Pole Type	Behind Barrier Curb	Without Barrier Curb
Frangible	2 Ft.	12 Ft.
Non-Frangible	6 Ft.	17 Ft.

Decorative Ornamental Pole direct buried location requirements:

Direct bury poles shall be located two (2) ft. behind the adjacent curb.

(4) Luminaires:

All luminaries shall have Type II distribution optics, unless otherwise approved, conforming to the patterns specified in 2.3.2.1 of the American Standard Practice for Roadway Lighting. Such luminaires shall have medium distribution as specified in 2.2.2 and semi-cutoff as specified in 2.4.2 of the American Standard Practice for Roadway Lighting.

The specific luminaires to be used in a particular location will be determined by the following:

1. Standard street light fixtures shall meet the following requirements: This establishes a boundary of bulb brightness used in residential areas to keep brighter bulbs from becoming a public nuisance.
 - a. All fixtures on residential streets shall be either 8,500 to 14,000 lumen lamps.
 - b. All fixtures along thoroughfares shall be 23,000 to 45,000 lumen lamps. The 14,000 to 23,000 lumen fixtures shall be placed along thoroughfares in residential areas when spillover from the 45,000 lumen fixtures would be excessive.
 - c. All fixtures used for City parking lot lighting shall be 8,500 to 45,000 lumen lamps.

Standard Luminaires

GUC Stock #	Wattage	Description	Color	Lumens	Type	Input Volt.	Bulb Type	PE Volts	Dist.	Cutoff	Included Acc.
206570	150	Decorative Lantern	Black	14,000	HPS	120	S-55	120	Type II	Medium Semi	Dec. Ladder Rest

204080	250	Cobra	Grey	23,000	HPS	120	S-50	120	Type II	Medium Semi	
205850	150	Open	None	14,000	HPS	120	S-55	120	Type III	None	Terminal Board
205770	150	Cobra	Grey	14,000	HPS	120	S-55	120	Type II	Medium Semi	
207660	400	Flood	Bronze	45,000	HPS	120	S-51	120	7H x 6V	None	Yoke Mount
204030	100	Open	None	8,500	HPS	240	S-54	120	Type V	None	24" Arm, Terminal Board
208590	400	Flood	Bronze	40,000	MH	120	M-59	120	7H x 6V	None	Yoke Mount
208600	400	Cobra	Grey	45,000	MH	120	M-59	120	Type III	Medium Semi	
208971	150	Decorative Drop Acorn	Black	14,000	HPS	120	S-55	120	Type III	Semi	

HPS- High Pressure Sodium - A sodium vapor lamp is a gas discharge lamp which uses sodium in an excited state to produce light. It produces a pink-orange colored light.

MH- Metal Halide - A high-intensity discharge (HID) lamp that uses mercury and several halide additives as light-producing elements. It produces a white light.

e. Exceptions to this Policy:

- i. Requests for exception to policy for pole and luminaries that are not listed in this policy will be directed to GUC. GUC will coordinate all requests for exception with the City.
- ii. Requests for exception to policy for spacing or subdivision uniformity will be sent to the City Engineer for review and approval by the Director of Public Works.

Lighting Standards for the City of Greenville



STREET LIGHTING/ELECTRICAL

Purpose: To provide adequate lighting for all pedestrians and motorized vehicles in the city.

Definitions: See Appendix

The standards and specifications found in this chapter are for the materials and construction of street lighting within the City of Greenville.

SECTION 1 DESIGN AND CONSTRUCTION

All work performed and all materials used in connection with the installation of any public roadway lighting or appurtenances shall be in accordance with the requirements of the appropriate standards of the National Electric Manufacturers Association; Underwriters Laboratory approvals and the American Association of the State Highway and Transportation Officials criteria. All as modified by the following.

SECTION 2 DESIGN

All lighting shall be designed in accordance with the latest requirements of the Illuminating Engineering Society of North America: "American National Standards Practice for Roadway Lighting" and the following criteria:

Street Illumination Requirements:

The following table provides a minimum standard of illuminance level along with a uniformity ratio (uniformity ratio ensures there isn't a large variation between bright and dark spots along the roadways and sidewalk). The goal is to minimize large variations in light levels because it is difficult for the human eye to adjust to oscillating light and dark areas, similar to turning a bedroom light on and off repeatedly and doing so as you are driving. This is a safety concern for both drivers and pedestrians.

The levels provided are average levels used by the State of Iowa and the following cities: Raleigh, NC, Lombard, IL, La Verne, CA, and Overland Park, KS

*Road Classification	**Area Classification	Average Illuminance (foot-candles)	Uniformity Ratio (Average:Minimum)
Minor Thoroughfare or greater	Commercial/Industrial	1.2	3:1
	Residential	0.7	4:1
Collector	Commercial/Industrial	0.9	3:1
	Residential	0.5	4:1
Minor road or lesser	Commercial/Industrial	0.6	3:1
	Residential	0.3	6:1

* Refer to the *Greenville Manual of Standards and Design Details: Street Standards* for road classification definitions.

** Commercial/Industrial – The area of a municipality that has heavy vehicular and pedestrian traffic and heavy demand for parking during peak traffic periods or peak business hours. This includes densely developed apartment areas, hospitals, public libraries, and neighborhood recreational centers.
 Residential – A residential development, or a mixture of residential and commercial establishments, characterized by few pedestrians and a low parking demand or turnover at night. This includes single family homes, townhouses, small apartments, regional parks, cemeteries, and vacant lands.

Parking Lot Illumination Levels – Private and Public Lots:

	Average Maintained Foot-candles
High Activity	3.0
Medium Activity	2.0
Low Activity	0.8

*Activity level is based upon hours of operation and volume of traffic.

-High Activity – Heavy vehicular and pedestrian traffic through-out a 24hour cycle (i.e. 24-hour retail store/gas station)

-Medium Activity – Average vehicular and pedestrian traffic that is not operating past 2 AM (i.e. restaurant/entertainment business)

-Low Activity – Minimal vehicular and pedestrian traffic after dusk (i.e. office space that is vacant at night/church)

1. Parking lots shall be illuminated according to the standards listed above at all times that the parking lot is open for general use.
2. Parking lot lighting shall be provided at minimum intensity of 0.5 foot-candles at all points within the parking lot.
3. Any lighting used to illuminate off-street parking areas shall be directed away from adjacent properties and streets in such a way as not to create a nuisance. In no case shall such lighting exceed 0.5 foot-candles at any property line which is shared by a residentially zoned property, a property which has residential uses on the first floor, or a residential street. In no case shall such lighting exceed 3.0 foot-candles at any property line.

SECTION 3 POLES

The lighting pole shall be designed in accordance with the "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals", by the American Association of State Highway and Transportation Officials (AASHTO), latest edition. They shall meet wind load standards for NCDOT Wind Zone-2 (130 MPH).

1. All residential lighting shall be mounted on poles that are provided in the following table (Non-Standard Support Structures/Lighting). The use of wood poles is permissible upon City Engineer's approval.
2. All thoroughfare lighting shall be mounted on twenty-five (25) foot concrete poles or twenty-four (24) foot aluminum poles.
3. All private and public parking lot lighting shall be mounted on any pole that does not exceed forty (40) feet in height.
4. All poles shall be identical along an entire continuous street or throughout a subdivision with public roadways.

Non-Standard Support Structures/Lighting:

The poles provided in this table are poles that are currently installed and in stock at the Greenville Utilities Commission. If a developer would like to install a pole type different from the poles provided they will need dual approval from the City Engineer and by Greenville Utilities Commission.

GUC Stock #	Material	Description	Height	Example Model	Residential	Industrial / Commercial
207750	Aluminum	Pole, Black	24'	Valmont #190845604TEB	X	X
204010	Aluminum	Pole, Silver	30'	Valmont #27084580GT4		X
203950	Concrete	Pole, Class B/C	35'	-Stresscrete #E-350-C-PR-G-MOD -Stresscrete #E-350-B-PR-G-MOD		X
208970	Concrete	Pole, Black Octagon	25'	Stresscrete #KCH20-G-S11C/W140(20/30)	X	X
208972	Aluminum	Arm, Scroll per Acorn Drop Fixture	6'	King Luminarie #KA30-T-6 scroll arm	X	X
209980	Aluminum	Pole, Antique Green Fluted	17'	Hadco #XP-2560-17G HR Verde Green	X	X

SECTION 4 FOUNDATION

Aluminum or Steel Pole foundation location Requirements:

Pole locations in general should be kept as far away from the roadways as possible and shall be located behind existing barrier or guard rails where possible, or shall have foundations built into barrier or retaining wall where feasible.

Minimum pole setback requirements from back of curb or edge of traveled pavement to the face of the pole, shall be as follows:

Typical areas where barrier curb is used is in dense urban areas or on bridges

Pole Type	Behind Barrier Curb	Without Barrier Curb
Frangible	2 Ft.	12 Ft.
Non-Frangible	6 Ft.	17 Ft.

Decorative Ornamental Pole Direct Buried Location Requirements:

Direct bury poles shall be located two (2) ft. behind the adjacent curb.

SECTION 5 LUMINAIRES

All luminaires shall have Type II distribution optics unless otherwise approved, conforming to the patterns specified in 2.3.2.1 of the American Standard Practice for Roadway Lighting. Such luminaires shall have medium distribution as specified in 2.2.2 and semi-cutoff as specified in 2.4.2 of the American Standard Practice for Roadway Lighting. The specific luminaires to be used in a particular location will be determined by the City.

1. Standard street light fixtures shall meet the following requirements: This establishes a boundary of bulb brightness used in residential areas to keep brighter bulbs from becoming a public nuisance.
 - a. All fixtures on residential streets shall be either 8,500 to 14,000 lumen lamps.
 - b. All fixtures along thoroughfares shall be 23,000 to 45,000 lumen lamps. The 14,000 to 23,000 lumen fixtures shall be placed along thoroughfares in residential areas when spillover from the 45,000 lumen fixtures would be excessive.
 - c. All fixtures used for parking lot lighting shall be 8,500 to 45,000 lumen lamps.
 - d. All fixtures in downtown area shall be metal halide. The extents of the downtown area are to be determined by the City Engineer but can be

identified as the area encompassed by Reade Circle. Metal halide bulbs produce a whiter light which is aesthetically more pleasing. These are bulbs used in flood lights and professional sporting events.

- e. *Dark Sky fixtures may be required by the City Engineer in areas where light pollution is an issue. Dark Sky fixtures are also known as full cut-off fixtures which protect light from entering the atmosphere. Light pollution inhibits the human eye from seeing the stars at night.*

GUC Stock #	Wattage	Description	Color	Lumens	Type	Input Volt.	Bulb Type	PE Volts	Dist.	Cutoff	Included Acc.
206570	150	Decorative Lantern	Black	14,000	HPS	120	S-55	120	Type II	Medium Semi	Dec. Ladder Rest
204080	250	Cobra	Grey	23,000	HPS	120	S-50	120	Type II	Medium Semi	
205850	150	Open	None	14,000	HPS	120	S-55	120	Type III	None	Terminal Board
205770	150	Cobra	Grey	14,000	HPS	120	S-55	120	Type II	Medium Semi	
207660	400	Flood	Bronze	45,000	HPS	120	S-51	120	7H x 6V	None	Yoke Mount
204030	100	Open	None	8,500	HPS	240	S-54	120	Type V	None	24" Arm, Terminal Board
208590	400	Flood	Bronze	40,000	MH	120	M-59	120	7H x 6V	None	Yoke Mount
208600	400	Cobra	Grey	45,000	MH	120	M-59	120	Type III	Medium Semi	
208971	150	Decorative Drop Acorn	Black	14,000	HPS	120	S-55	120	Type III	Semi	

HPS- High Pressure Sodium - A sodium vapor lamp is a gas discharge lamp which uses sodium in an excited state to produce light. It produces a pink-orange colored light.

MH- Metal Halide - A high-intensity discharge (HID) lamp that uses mercury and several halide additives as light-producing elements. It produces a white light.

STREET LIGHTING (Ordinance)

Lighting Policy

1. The owner, developer, or subdivider of a site plan or subdivision, shall be required to install street lighting via underground contribution, unless specifically approved otherwise by the City Engineer, along all proposed streets and along all existing streets, which adjoin the property, in accordance with this policy
2. Through the site plan and subdivision plan approval process, the City Engineer may approve street lighting which exceeds the standard City requirements for residential streets.
3. All underground electrical distribution systems for street lighting within the corporate limits of the City of Greenville and its Extraterritorial Planning Jurisdiction shall be installed according to the following standards:
 - a. Underground service for light fixtures shall be installed by the developer in conformance with Greenville Utilities and City of Greenville standards at the developer's expense.
 - b. The placement of street lighting fixtures on residential streets shall meet the necessary illumination requirements as presented in the City of Greenville's Manual of Standard Design and Details.
 - c. A street light shall be provided at all street intersections.
4. Street light installation shall occur at such time as:
 - a. A developer, through the City of Greenville, requests the installation of street lights prior to the issuance of any Certificates of Occupancy.
 - i. *If streets are accepted...* The city shall incur a monthly electrical expense billed from Greenville Utilities.
 - ii. *If streets are not accepted...* The developer shall incur a monthly electrical expense billed from Greenville Utilities. The developer will be billed by Greenville Utilities for the period beginning with installation of street lights and ending with notification to the City of Greenville, by the developer, of issuance of a Certificate of Occupancy in the immediate area of each street light location. In the event street lighting has not been installed, the owner, developer, or subdivider may submit payment to Greenville Utilities prior to acceptance of total maintenance. Payment shall be based on a cost estimate provided by Greenville Utilities for street light installation.

iii. If subdivision is phased... The developer shall install street lights, if any certificate of occupancy is permitted in earlier phases, in all phases that have completed sidewalks and/or completed roadways.

5. Residents along a street may request the relocation of a street light provided the proposed street light location meets city standards and the relocation is approved by the City Engineer. A petition, signed by all persons within the area of influence, is required for the relocation or replacement of street lighting and shall include information on the specific location and associated construction impacts. The City Engineer shall determine the area of influence on a case by case basis and provide the required petition for the residents to complete. Relocation or replacement cost and all facilities abandonment costs must be paid in full to Greenville Utilities, in advance, by the resident(s) requesting the relocation or replacement.
6. Residents along a street may request additional street lighting, beyond that already installed, provided current street lighting does not meet City Manual of Standard Design and Details and the requested additional street lighting is approved by the City Engineer. A petition, signed by all persons within the area of influence, is required for additional street lighting and shall include information on the specific location and associated construction impacts. The City Engineer shall determine the area of influence on a case by case basis and provide the require petition for the residents to complete. After the petition is completed and approved by the City Engineer, the city will process the request and pay all costs associated with street light installation.
7. Upon annexation, residents along a street may request additional street lighting, beyond that already installed, provided current street lighting does not meet city standards and the request includes an approved petition. The City Engineer shall contact Greenville Utilities for the street lighting layout, including associated construction impacts and installation costs, if any. An approved petition for additional street lighting shall include the street lighting layout, associated construction impacts and signatures of 70% of residents within the area of influence. The City Engineer shall determine the area of influence on a case by case basis and provide the required petition for the residents to complete. After the petition is completed and approved by the City Engineer, the city will process the request and pay any costs associated with street light installation.
8. A developer or Homeowner's Association (HOA) may request non-standard street lighting within a development provided:
 - a. Street light fixture types and locations must be approved by Greenville Utilities and the City of Greenville.

- b. The developer and/or HOA shall be responsible for all installation costs or monthly operating costs associated with non-standard streetlights.
- c. The developer and/or HOA shall be responsible for any costs associated with deletion of non-standard streetlights and any costs associated with installing the City's standard streetlights.
- d. The developer shall include all responsibilities of the HOA pertaining to the non-standard street lighting in the development covenants. The developer shall inform all purchasers of property in the development of these same responsibilities.
- e. Non-standard lighting shall not be used on thoroughfares.
- f. Developers of private streets shall be required to install private street lighting in accordance with this policy, with the exception that the Homeowner's Association will not have the option of deleting the private street lighting at any time in the future.

DRAFT

Sec. 9-112 Definitions

Candela (cd) - The unit of luminous intensity. Formerly the term "candle" was used.

Foot-candle (fc) - The illumination on a surface one square foot in area on which there is uniformly distributed a light flux of one lumen. One footcandle equals 10.76 lux.

Illuminance - The density of the luminous flux incident on a surface. It is the quotient of luminous flux by area of the surface when the latter is uniformly illuminated.

Lamp - A generic term for a man-made source of light and which is produced either by incandescence or luminescence.

Lumen (lm) - A unit of measure of the quantity of light. One lumen is the amount of light which falls on an area of one square foot every point of which is one foot from the source of one candela (candle). A light source of one candela emits a total of 12.57 lumens.

Luminaire - A complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps and to connect the lamps to the power supply.

Luminance (L) - The luminous intensity of a surface in a given direction per unit of projected area of the surface as viewed from that direction (measured in foot-lamberts).

Luminous Flux - the measure of the power of light as perceived by the human eye

Lux (lx) - The International System (SI) unit of illumination. It is defined as the amount of light on a surface of one square metre all points of which are one metre from a uniform source of one candela. One lux equals .0929 foot-candle.

Spacing - The distance between successive lighting units measured along the centerline of the roadway.

Uniformity Ratio - The ratio of the average footcandles (lux) of illumination on the pavement area to the footcandles (lux) at the point of minimum illuminance on the pavement. A uniformity ratio of 3:1 means the average footcandles (lux) value on the pavement is three times the footcandles (lux) value at the point of least illuminance on the pavement. A perfect uniformity ratio is 1:1.

Unnecessary Definitions (definitions I have deleted):

URBAN DESIGN STANDARDS MANUAL CHAPTER 11 - STREET LIGHTING
SECTION 1 - GENERAL INFORMATION

4 10/21/2008

1.3 DEFINITIONS (Continued)

C. Lump Lumen Depreciation Curve (LLD) - This curve gives information on the relationship between length of service and light output. All lamps deteriorate with time, and total light output becomes less.

D. Luminaire Dirt Depreciation (LDD) - These curves assist in planning maintenance so that depreciation due to accumulated dirt does not become excessive.

E. Equipment Factor (EF) - Relates the actual field performance of a new luminaire to laboratory performance data. Generally, an EF of 0.90 to 0.95 is used for roadway lighting computations.

F. Maintenance Factor - A depreciation factor which is the product of the Lamp Lumen Depreciation Factor (LLD) and the Luminaire Dirt Depreciation Factor (LDD). This factor is applied to the initial average foot-candles to account for dirt accumulation and lamp depreciation at some predetermined point after installation.

A. Isofootcandle Diagram - This diagram is available from the manufacturer of the light source and shows the horizontal foot-candles on the pavement surface at various points away from the source. Mounting height must be known to properly use the diagram.

B. Coefficient of Utilization Curve (CU) - This curve shows that percentage of the total light output which will fall on the roadway. Mounting height (fixture position relative to the edge of roadway) and width of roadway must be known to apply the curve.

E. Lighting Standard - The pole with or without bracket or mast arm used to support one or more luminaires.

F. Bracket or Mastarm - An attachment to a lighting standard or other structure used for the support of a luminaire.

G. Lighting Unit - The assembly of pole or standard with bracket and luminaire.

H. Mounting Height (MH) - The vertical distance between the roadway surface and the center of the apparent light source of the luminaire (fixture position relative to the edge of the roadway).

B. Efficacy, Luminous Efficacy - The quotient of the total luminous flux delivered from a light source divided by the total power input to the light source. It is expressed in lumens per watt

.C. Ballast - A device used with an electric-discharge lamp to obtain the necessary circuit conditions (voltage, current and wave form) for starting and operating.

Horizontal foot-candle - One lumen distributed uniformly over a horizontal surface 1 square foot in area. Thus, horizontal foot-candle is a measure of the light that strikes the pavement surface.

Vertical foot-candle - One lumen distributed uniformly over a vertical surface 1 sq. ft. in area. Thus, vertical foot-candle is a measure of the light that strikes vertical surfaces such as curbs, piers, or retaining walls.

Average Maintained Illuminance - The average level of horizontal illuminance on the roadway pavement when the output of the lamp and luminaire is diminished by the maintenance factors; expressed in average foot-candles (lux) for the pavement area.

Foot-lambert (fl) - The unit of photometric brightness (luminance). It is equal to $1/\pi$ candela per square foot. One foot-lambert equals 3.426 candela per square metre.

Proposed Street Lighting
Standards for the City of
Greenville

DRAFT

STREET LIGHTING/ELECTRICAL

Purpose: To provide adequate lighting for all pedestrians and motorized vehicles in the city.

Definitions: See Appendix

The standards and specifications found in this chapter are for the materials and construction of street lighting within the City of Greenville.

SECTION 1 DESIGN AND CONSTRUCTION

All work performed and all materials used in connection with the installation of any public roadway lighting or appurtenances shall be in accordance with the requirements of the appropriate standards of the National Electric Manufacturers Association; Underwriters Laboratory approvals and the American Association of the State Highway and Transportation Officials criteria. All as modified by the following.

SECTION 2 DESIGN

All lighting shall be designed in accordance with the latest requirements of the Illuminating Engineering Society of North America: "American National Standards Practice for Roadway Lighting" and the following criteria:

Street Illumination Requirements:

The following table provides a minimum standard of illuminance level along with a uniformity ratio (uniformity ratio ensures there isn't a large variation between bright and dark spots along the roadways and sidewalk). The goal is to minimize large variations in light levels because it is difficult for the human eye to adjust to oscillating light and dark areas, similar to turning a bedroom light on and off repeatedly and doing so as you are driving. This is a safety concern for both drivers and pedestrians.

The levels provided are average levels used by the State of Iowa and the following cities: Raleigh, NC, Lombard, IL, La Verne, CA, and Overland Park, KA

*Road Classification	**Area Classification	Average Illuminance (foot-candles)	Uniformity Ratio (Average:Minimum)
Minor Thoroughfare or greater	Commercial/Industrial	1.2	3:1
	Residential	0.7	4:1
Collector	Commercial/Industrial	0.9	3:1
	Residential	0.5	4:1
Minor road or lesser	Commercial/Industrial	0.6	3:1
	Residential	0.3	6:1

* Refer to the *Greenville Manual of Standards and Design Details: Street Standards* for road classification definitions.

** Commercial/Industrial – The area of a municipality that has heavy vehicular and pedestrian traffic and heavy demand for parking during peak traffic periods or peak business hours. This includes densely developed apartment areas, hospitals, public libraries, and neighborhood recreational centers.
 Residential – A residential development, or a mixture of residential and commercial establishments, characterized by few pedestrians and a low parking demand or turnover at night. This includes single family homes, townhouses, small apartments, regional parks, cemeteries, and vacant lands.

Parking Lot Illumination Levels – Private and Public Lots:

	Average Maintained Foot-candles
High Activity	3.0
Medium Activity	2.0
Low Activity	0.8

1. Parking lots shall be illuminated according to the standards listed above at all times that the parking lot is open for general use.
2. Parking lot lighting shall be provided at minimum intensity of 0.5 foot-candles at all points within the parking lot.
3. Any lighting used to illuminate off-street parking areas shall be directed away from adjacent properties and streets in such a way as not to create a nuisance. In no case shall such lighting exceed 0.5 foot-candles at any property line which is shared by a residentially zoned property, a property which has residential uses on the first floor, or a residential street. In no case shall such lighting exceed 3.0 foot-candles at any property line.

**SECTION 3
POLES**

The lighting pole shall be designed in accordance with the "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals", by the American

Association of State Highway and Transportation Officials (AASHTO), latest edition. They shall meet wind load standards for NCDOT Wind Zone-2 (130 MPH).

5. All residential lighting shall be mounted on poles that are provided in the following table (Non-Standard Support Structures/Lighting). The use of wood poles is permissible upon City Engineer's approval.
6. All thoroughfare lighting shall be mounted on twenty-five (25) foot concrete poles or twenty-four (24) foot aluminum poles.
7. All private and public parking lot lighting shall be mounted on any pole that does not exceed forty (40) feet in height.
8. All poles shall be identical along an entire continuous street or throughout a subdivision with public roadways.

Non-Standard Support Structures/Lighting:

The poles provided in this table are poles that are currently installed and in stock at Greenville Utilities Commission. If a developer would like to install a pole type different from the poles provided they will need dual approval from the City Engineer and by Greenville Utilities Commission.

GUC Stock #	Material	Description	Height	Example Model	Residential	Industrial / Commercial
207750	Aluminum	Pole, Black	24'	Valmont #190845604TEB	X	X
204010	Aluminum	Pole, Silver	30'	Valmont #27084580GT4		X
203950	Concrete	Pole, Class B/C	35'	-Stresscrete #E-350-C-PR-G-MOD -Stresscrete #E-350-B-PR-G-MOD		X
208970	Concrete	Pole, Black Octagon	25'	Stresscrete #KCH20-G-S11C/W140(20/30)	X	X
208972	Aluminum	Arm, Scroll per Acorn Drop Fixture	6'	King Luminarie #KA30-T-6 scroll arm	X	X
209980	Aluminum	Pole, Antique Green Fluted	17'	Hadco #XP-2560-17G HR Verde Green	X	X

SECTION 4 FOUNDATION

Aluminum or Steel Pole foundation location Requirements:

Pole locations in general should be kept as far away from the roadways as possible and shall be located behind existing barrier or guard rails where possible, or shall have foundations built into barrier or retaining wall where feasible.

Minimum pole setback requirements from back of curb or edge of traveled pavement to the face of the pole, shall be as follows:

A typical location where barrier curb is used is in dense urban areas or on bridges.

Pole Type	Behind Barrier Curb	Without Barrier Curb
Frangible	2 Ft.	12 Ft.
Non-Frangible	6 Ft.	17 Ft.

Decorative Ornamental Pole Direct Buried Location Requirements:

Direct bury poles shall be located two (2) ft. behind the adjacent curb.

SECTION 5 LUMINAIRES

All luminaires shall have Type II distribution optics unless otherwise approved, conforming to the patterns specified in 2.3.2.1 of the American Standard Practice for Roadway Lighting. Such luminaires shall have medium distribution as specified in 2.2.2 and semi-cutoff as specified in 2.4.2 of the American Standard Practice for Roadway Lighting. The specific luminaires to be used in a particular location will be determined by the City.

2. Standard street light fixtures shall meet the following requirements: *This establishes a boundary of bulb brightness used in residential areas to keep brighter bulbs from becoming a public nuisance.*
 - a. All fixtures on residential streets shall be either 8,500 to 14,000 lumen lamps.
 - b. All fixtures along thoroughfares shall be 23,000 to 45,000 lumen lamps. The 14,000 to 23,000 lumen fixtures shall be placed along thoroughfares in residential areas when spillover from the 45,000 lumen fixtures would be excessive.
 - c. All fixtures used for parking lot lighting shall be 8,500 to 45,000 lumen lamps.
 - d. All fixtures in downtown area shall be metal halide. The extents of the downtown area are to be determined by the City Engineer. *Metal halide bulbs produce a whiter light which is more aesthetically pleasing. These are bulbs used in flood lights and professional sporting events.*

- e. Dark Sky fixtures may be required by the City Engineer in areas where light pollution is not tolerated. *Dark Sky fixtures are also known as full cut-off fixtures. They project light only on to the ground surface, eliminating light entering the atmosphere. This is beneficial to being able to see stars at night but to produce the same illumination and uniformity ratios more lights and poles are needed which increases cost.*

GUC Stock #	Wattage	Description	Color	Lumens	Type	Input Volt.	Bulb Type	PE Volts	Dist.	Cutoff	Included Acc.
206570	150	Decorative Lantern	Black	14,000	HPS	120	S-55	120	Type II	Medium Semi	Dec. Ladder Rest
204080	250	Cobra	Grey	23,000	HPS	120	S-50	120	Type II	Medium Semi	
205850	150	Open	None	14,000	HPS	120	S-55	120	Type III	None	Terminal Board
205770	150	Cobra	Grey	14,000	HPS	120	S-55	120	Type II	Medium Semi	
207660	400	Flood	Bronze	45,000	HPS	120	S-51	120	7H x 6V	None	Yoke Mount
204030	100	Open	None	8,500	HPS	240	S-54	120	Type V	None	24" Arm, Terminal Board
208590	400	Flood	Bronze	40,000	MH	120	M-59	120	7H x 6V	None	Yoke Mount
208600	400	Cobra	Grey	45,000	MH	120	M-59	120	Type III	Medium Semi	
208971	150	Decorative Drop Acorn	Black	14,000	HPS	120	S-55	120	Type III	Semi	

HPS- High Pressure Sodium - A sodium vapor lamp is a gas discharge lamp which uses sodium in an excited state to produce light. It produces a pink-orange colored light.

MH- Metal Halide - A high-intensity discharge (HID) lamp that uses mercury and several halide additives as light-producing elements. It produces a white light.



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Agreement for consulting services for analysis of a citywide Enterprise Resource Planning Software System

Explanation: The City's financial and human resource related software applications have been in service for over 20 years. These essential applications are becoming outdated and more expensive to maintain. This software is from a company called SunGard HTE. City department heads have asked that the City pursue an Enterprise Resource Planning (ERP) software system that will provide new software to fit the business financial needs of this growing city. On September 21, 2010, the Financial Services Director, Human Resources Director, Recreation and Parks Director, and Community Development Director along with Information Technology staff met with the City Manager and Assistant City Manager to discuss software needs. The City Manager authorized a committee be formed to select a consultant to perform a needs assessment related to business financial needs.

The committee consists of Financial Services Director Bernita Demery, Human Resources Director Gerry Case, Community Development Director Merrill Flood, Recreation and Parks Director Gary Fenton, Assistant City Manager Thom Moton, Information Technology Director Rex Wilder, and IT Project Coordinator Jon Hoggard. Staff prepared a Request for Proposals (copy attached) and made the RFP publicly available so that potential consulting firms could respond. Eleven consulting firms responded to the invitation to submit a proposal. A list of these firms is attached. The committee narrowed the candidates to three consulting firms. Onsite presentations were performed by the consulting firms based on an agenda set by the committee. The committee selected consulting firm Plante & Moran, PLLC to perform the business financials needs assessment. This selection was based on customer reference checks, consultant presentation, project fit, and consensus agreement by the committee.

An agreement has been developed by City staff based on the first five phases of the RFP. Plante & Moran, PLLC has reviewed and agreed to the terms of the

agreement (copy attached). It is expected that these five phases will take approximately 12 months to perform. The agreement's scope of work will include assessment of the City's current business financial systems' capabilities and deficiencies, opportunities for easy system fixes, and the preparation of Request for Proposals for the software solutions identified in the needs analysis.

The service agreement extends into fiscal year 2012-2013. The total agreement cost is \$105,525, as shown in the attached proposed agreement. Phase 5, which costs \$18,000, will not get underway until late fiscal year 2012-2013. Funds will be appropriated for Phase 5 cost in the fiscal year 2012-2013 budget. The total fiscal year 2011-2012 funds obligated for this purpose are \$87,525.

Fiscal Note:

Funds are budgeted in the Financial Services Department's Capital Improvement Account in the amount of \$75,000 for this purpose. The difference between the \$87,525 and \$75,000 will be covered using funds from the Financial Services Department (\$8,900) and Information Technology Department (\$4,100). Detailed cost information is included in the attached proposal prepared by Plante & Moran, PLLC.

Recommendation:

Approve the attached consulting services agreement with Plante & Moran, PLLC.

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

Attachments / click to download

- [Business Financial Software Consultant List](#)
- [RFP for Business Financial Software Consultant](#)
- [Plante Moran Business Financial Cost Proposal](#)
- [Software Consulting Services Agreement](#)



City of Greenville Information Technology

200 West 5th Street
Greenville, NC 27834
Phone: 252-329-4458

Request for Proposal

Business Financial Software Consultant

The City of Greenville is seeking the services of a professional consultant to assess the City's software applications and business process related to business finances and assist City staff in selecting and implementing new financial related software as needed.

Background

With a current population of just over 82,000 residents, the City provides a full range of municipal services. These services include areas of Public Safety, Public Works, Community Development, Recreation and Parks, Financial Services, Human Resources, Administration, and Information Technology. The City's 2010 adopted budget is over \$99 million and has a capital program of \$10 million. The best source for reviewing the scope of services and financials of the City would be to access the City's Comprehensive Annual Financial Report and related financial reports available under the Financial Services department web page at www.greenvillenc.gov.

The City of Greenville currently uses SunGard HTE Financial Management System (version 6.0.3), which was implemented in July of 1990. This system is housed on our IBM iSeries server and is integrated with various ancillary systems.

The City desires to evaluate and potentially replace or enhance existing systems that no longer function adequately in meeting the financial business needs of the City. There are core functions in the City that are based on manual processes which need to be addressed with technological solutions to help achieve greater efficiencies and provide better system integration. For example: there is a need within the Public Works department, and the City as a whole, for an integrated work order management system. Enhancements to the financial business processes of the City are needed to sustain the growth the City is experiencing now and into the future.

The needs assessment and selection is comprised of the following core modules to the current financial management system (SunGard HTE):

- General Ledger Accounting and Reporting

- Cash Receipts and Accounts Receivable/Billing
- Accounts Payable
- Payroll and Human Resources
- Purchasing and Inventory
- Budget Administration and Budget Reporting
- Capital Asset Management
- Banking and Investment Management
- Special Assessments and Cost Recovery Accounting
- Business License
- Permitting and Inspections
- Fleet Management
- Fuel Management System
- Code Enforcement
- Parking Ticket Processing
- Land Use Database Management

Other software that interfaces with SunGard HTE Financial Management System:

- Click2Gov
- Selectron IVR
- Automated Time Sheet
- E-Procurement Card
- Payroll and Payables Direct Deposit

Other finance related Software:

- EMS Billing (TriTech Emergency Medical Systems – Sweet-Billing)
- Recreation & Parks Registration, Reservation, and Point of Sale(The Active Network - RecWare Safari Professional)
- Recreation & Parks Membership(custom built Access database)
- Code Enforcement Ticket Processing (Duncan Solutions – AutoIssue)
- Storm Water Billing (custom)
- Refuse Billing (custom)
- Open Text eDocs Document Management
- Microsoft Office Suite
- ESRI – Geographical Information Systems

Potential areas of software need:

- Citywide Work Orders
- Grant Administration
- Debt Administration
- Project Management with Scheduling and Estimating
- Community Development
- Employee Benefits / Administration
- On-line Facility Reservation
- Membership Application

- M/WBE Solutions
- Interfacing all Customer Accounts
- Professional Development and Travel Authorization with Expense Tracking

PRELIMINARY SCOPE OF SERVICES

The Consultant will be expected to assist the City of Greenville in completing a system needs assessment, developing a plan of action to address the needs identified, preparing a request for proposal, selecting a vendor(s), assisting in contract negotiations, and ensuring successful implementation of the software solutions.

The specific tasks included within the scope of services are shown below:

Task #1: Evaluation of Current Systems and Needs Assessment

It is expected that the Consultant will conduct a series of on-site interviews with various departmental staff to fully assess the requirements for the business financial systems, as well as, identifying opportunities for integrating data collected from departmental software. Consultant will perform preliminary paper interviews to get context for on-site meetings and broader data collection. Consultant will develop a process to identify existing needs, with a possible survey to gather the satisfaction with the current system and any desired improvements.

- a) Review, evaluate and document existing systems that relate to financial processes. The Consultant will determine the effectiveness of the existing software solutions and conduct business process reviews in meeting the business needs of the City including the need for accurate and complete financial information, proper internal controls, and effective workflow processes; identify deficiencies within the current systems, current processes, and make recommendations to resolve these deficiencies. The recommendations may range from simple enhancements to new financial software solutions; as well as, propose opportunities for improved system design and efficiency. The Consultant will evaluate existing department-specific data or data needs that may be incorporated into a citywide financial software solution, evaluate the ability of existing stand-alone systems to effectively integrate into a financial software solution and the necessary components for successful integration, and identify other relevant systems or resource components or issues that may factor into the need to replace or enhance the current software systems.
- b) Determine and document the functional requirements necessary to meet both the needs of the Financial Services department as well as other City departmental needs related to business financials.
- c) Determine the ability of existing stand-alone systems to effectively integrate into a financial management software solution and the necessary components for successful integration.
- d) Identify relevant system or resource components or issues that may factor into the need to replace, enhance, or add to the City's business financial systems.

Task #2: Plan of Action

It is expected that the Consultant would create a comprehensive plan of action to implement solutions to issues identified within Task #1, including estimated costs. The plan of action should include a prioritization of solution requirements, potentials for phasing-in solution implementations, suggested timeframes for implementing the project, and estimated costs for potential replacement options, including software, equipment, and training.

- a) Determine and document functional requirements.
- b) Create Project Scope Document to include project charter, scope definition, cost justification, project plan and key deliverables.
- c) Conduct business process reviews and make recommendations.
- d) Create Action Plan

Task #3: Request for Proposal Document

If the Task #1 and Task #2 call for enhancements, upgrades, new systems, or replacement of existing systems, the Consultant will assist City staff in preparing a comprehensive request for proposal (RFP) for distribution to prospective vendors for the purchase, installation, and implementation of business financial software solutions. This will include assisting the City in identifying potential vendors and facilitating questions and responses throughout the RFP process. Based on the analysis, there may be multiple RFPs.

- a) Create technical specifications.
- b) Create functional requirements specifications.
- c) Create vendor evaluation document.
- d) Create formal RFP/RFPs.
- e) Identify potential vendors.

Task #4: Evaluation and Selection of a Vendor

The Consultant will assist City staff in evaluating vendor proposals, coordinating and facilitating on-site demonstrations from vendors and potential site visits to agencies using prospective vendors' system, and selecting one or more vendors from whom the City would enter into contract negotiations.

- a) Evaluating the proposals.
- b) Coordinating and facilitating on-site demonstrations and potential site visits.
- c) Final selection of vendor and implementation plan.

Task #5: Contract Negotiations

Once the software vendor(s) has been selected, the Consultant will be required to assist City staff in successfully negotiating a contract.

Task #6: Implementation

The Consultant will assist software vendor and City staff in ensuring that the new software solution is successfully implemented based on the plan provided by the vendor. The Consultant will verify that all software delivered fully meets the vendor's RFP response and all items identified in the contract are delivered.

REQUEST FOR PROPOSAL PROCESS

The City of Greenville has made every effort to include enough information within this RFP for a vendor to prepare a responsive proposal and statement of qualifications. The City encourages prospective vendors to submit the most comprehensive, responsive, and competitive proposal; however, each proposal should be prepared in a clear, logical, and concise manner.

The City will administer the request for proposal process in accordance with the terms and dates discussed in this document. However, the City reserves the right to modify the proposal process and dates as deemed necessary.

Proposal Requirements

Prior to submittal of the RFP response, potential respondents should submit a letter of intent to the City acknowledging receipt of the RFP and to inform the City of its intent to respond. The vendor should also provide the name, title, address, telephone, and email address/facsimile number of the individual who can address inquiries related to this RFP and the Consultants' proposal, and receive clarification or addenda from the City.

Questions concerning this RFP should be submitted in writing, and may be sent via fax to Angelene Brinkley at 252-329-4462 or email at abrinkley@greenvillenc.gov. Responses to the questions will be provided in writing and posted to the City's website.

Respondents are requested to include the following information in a Statement of Qualifications. All information requested is required. Only proposals from consultants who attest to not having an affiliation or be a reseller of any software or enterprise system proposed will be considered. Submission of a proposal is certification to the factual truth of all information presented.

1. Transmittal Letter:

A signed letter of transmittal must be included summarizing the prospective vendor's understanding of the work to be done, a commitment to perform the work within the time period, and a statement of why the firm believes it to be the best qualified to perform engagement.

The transmittal letter must include a statement that the proposal is a firm and irrevocable offer valid for 90 days.

2. Company Information:

- a) Name of firm
- b) Address
- c) Telephone
- d) Name and title of primary contact person
- e) Length of time in business
- f) Length of time in business providing proposed services
- g) Number of full-time personnel
- h) Total number of clients and number of clients served comparable to City of Greenville
- i) Total number of clients in the proposed service area
- j) Number of public sector clients with populations greater than 50,000

3. Statement of Qualifications

The statement of qualifications will summarize the firm's qualifications and experience to meet the specifications and requirements of the project. The following information shall be included:

- a) Résumés and qualifications of the individuals who would be directly involved in the project. To include the following:
 - 1) Staff member name
 - 2) Title
 - 3) Number of years experience providing proposed services
 - 4) Percentage of staff member's time dedicated to project
- b) Description of software consulting projects which resulted in successful completion in the last five years (comparable to what is contemplated in this RFP).
- c) Current workload of firm and specific personnel to be assigned to this project. Include resume of personnel to be assigned.
- d) A list of similar services/systems provided to at least five (5) other agencies must be provided. Include the following:
 - 1) Name of the agency
 - 2) Contact information
 - 3) The dates that the services were provided
 - 4) The scope of the services provided
 - 5) Total cost

- e) The proposal must include a minimum of three (3) representative projects (preferably local governments of similar size). For the representative projects provide the following:
- 1) Client name
 - 2) Client address
 - 3) Reference name
 - 4) Reference phone number
 - 5) Reference email address
 - 6) Client Size
 - 7) Services provided
 - 8) Start Date
 - 9) Completion Date
 - 10) Original Contract Amount / Total Final Contract Amount

4. Detailed Proposal and Approach

Please provide separate responses to each of the following items:

- a) Provide a description of how your firm will achieve the project objectives set forth in this request. Please include a description of the resources and personnel you would use in this project.
- b) A project plan must be included with specific tasks to be completed and a project timeline that identifies key milestones and dates.
- c) Describe what your firm would require of the City staff to assist you in completing this project, including staff time, technical resources, documents, data, etc.

5. Cost Proposal

The cost proposal shall provide a description of proposed fees and expenses your firm would charge to provide the services described in your response to this request. **A breakdown of the proposed fees and expenses based on each of the identified six tasks is required using the attached document (Exhibit # A)** as the City may choose to implement the consulting process in phases over an extended time frame. Costs should be comprehensive and include any payment required such as travel, lodging, meals, equipment, incidentals, etc.

The cost proposal must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event the award is not made within 90 days, the City will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer period of time.

The cost proposal **must be provided in a separate document** independent from all other proposal documents.

6. Legal Action

List any legal actions and claims against the firm currently pending and/or filed within the preceding five (5) years.

7. Additional Information

- a) Anticipated type and amount of support required from City staff
- b) Any additional information that would be relevant to the City’s evaluation process
- c) List of exceptions to any and all items, conditions or requirements in the RFP

NOTE: While this RFP does not require submissions to include all team members who will ultimately participate in order to carry out this work, the submission shall indicate how the primary team member will determine and/or select additional team members.

TENTATIVE SCHEDULE

All proposals will be reviewed by City staff. The City shall select the Consultant they feel will supply the City the best and most complete effort. The selection of a qualified firm will be made no later than August 5, 2011. Oral Interview may be required from the selected vendors that make the short list.

The evaluation of proposal shall proceed on the following schedule:

DATE	ITEM
April 18, 2011	RFP Issue Date
May 9, 2011	Question and Answer Deadline
May 31, 2011	Proposal Deadline by 2 p.m.
June 20, 2011	Short List for Selection
July 11–22, 2011	On-Site Interviews
August 5, 2011	Vendor Selection

The original qualification package, two (2) copies and one (1) electronic copy in PDF format, must be sealed in an envelope with the RFP number, project name, proposer’s name and due date clearly marked on the outside of the envelope. The first page of the original submittal should be marked “Original” and the first page of the copies should be marked “Copy.” The proposals are due by 2 p.m. eastern time, May 31, 2011, addressed to the following:

City of Greenville
 Angelene Brinkley, Purchasing Manager
 RFP# 10-11-65, Due: May 31, 2011
 City of Greenville
 1500 Beatty Street
 Greenville, NC 27834

Submittals received after the stated time will be returned unopened and will not be considered.

All proposals received by the City will be **confidential**. All applicable information will be subject to public disclosure in accordance with the North Carolina Public Records law.

Questions regarding the proposal can be directed to Angelene Brinkley, Purchasing Manager, at 252-329-4462

SPECIAL CONDITIONS

The RFP does not commit the City to procure or award a contract for the scope of work described herein.

The City of Greenville reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and vendor(s) that, in the City's sole discretion, are in the best interests of the City of Greenville, North Carolina.

The City reserves the right to:

- a) Amend, modify, or withdraw this RFP;
- b) Revise any requirements under this RFP;
- c) Require supplemental statements of information from any responding party;
- d) Extend the deadline for submission of responses hereto;
- e) Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein;
- f) Waive any nonconformity with this RFP; and
- g) Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so;
- h) Request additional information or clarification of information provided in the response without changing the terms of the RFP;
- i) Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked vendor.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expenses of the bidder.

METHOD OF AWARD

The submittals will be evaluated on the criteria established in this document.

The City of Greenville reserves the right to reject any and all Proposal or to waive any informalities, irregularities or minor defects in said Proposal. The right is also reserved to

award Proposal based on the best interest and/or most advantageous to the City of Greenville.

EVALUATION PROCESS

Proposals will be evaluated on the basis of the written materials submitted. During the evaluation process, the City may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the City may have on a firm’s proposal. Not all firms may be asked to make such oral presentations.

The City of Greenville reserves the right to award the contract without written or oral discussions with proposes. The City of Greenville reserves the right to reject any and all proposals, to waive irregularities in a proposal, and to award contracts based on the best interest or what is most advantageous to the City.

SELECTION CRITERIA:

The selection committee will use the following criteria to evaluate proposals:

Criteria	Points (maximum)
Completed work of similar size and scope	25
Qualifications and expertise of proposed key staff members	25
Approach and methodology	20
References of representative projects	10
Cost	20

SELECTION COMMITTEE:

Thom Moton, Assistant City Manager
 Wes Anderson, Public Works Director
 Merrill Flood, Community Development Director
 Gary Fenton, Recreation and Parks director
 Gerry Case, Human Resources Director
 Bernita Demery, Financial Services Director
 Rex Wilder, Information Technology Director
 Jon Hoggard, IT Systems Analyst IV

Exhibit # A

Proposal Response Form

Completed Proposal Cost _____

Breakdown of Proposal Costs and Estimated Hours per Task

<u>Task</u>	<u>Hours Budgeted</u>	<u>Costs</u>	<u>Time</u>
1.			
2.			
3.			
4.			
5.			
6.			

Complete Proposal Total Hours _____

Total Days _____

*Need a Project Schedule that provides sufficient time for owner response to critical decision points.

Business Financial Software Consultant RFP List – Direct Mailing

Berry.Dunn.McNeil & Parker (BDMP)

100 Middle Street
PO Box 1100
Portland, ME 04104-1100
p. 207.775.2387
f. 207.774.2375

Plante & Moran

225 W. Washington Street
Suite 2700
Chicago, IL 60606
(312) 899-4460
FAX (312) 726-3262

GFOA

203 North LaSalle Street
Suite 2700
Chicago, IL 60601
PH: 312.977.9700
FAX: 312.977.4806

McGladrey

3600 American Blvd. W.
Third Floor
Bloomington, MN 55431
952.921.7700
(send electronic copy to: corporateresponse@mcgladrey.com)

Bain & Company, Inc.

131 Dartmouth Street
Boston, Massachusetts 02116
USA
tel: +1 617 572 2000
fax: +1 617 572 2427

Booz & Company

Suite 2100
230 Peachtree Street, NW
Atlanta, GA 30303
USA
Phone: +1-404-223-1900
Fax: +1 404-589-7013

The Boston Consulting Group, Inc.

One Beacon Street
Boston, Massachusetts 02108
U.S.A.
+1 617 850 3700

Deloitte

150 FAYETTEVILLE ST. STE 1800
RALEIGH NC
27601
UNITED STATES
Phone number : 919-546-8000
Fax number : 919-833-3276

Ernst & Young

Suite 500
4130 ParkLake Avenue
Raleigh, NC
27612-2299
United States
Phone: +1 919 981 2800
Fax: +1 919 981 2997

McKinsey & Company

100 North Tryon Street
Suite 3740
Charlotte, NC 28202
United States
Phone 1 (704) 954 5000
Fax 1 (704) 376 8191

Mercer LLC

100 North Tryon Street Suited 3400
North Carolina 28202
Tel: 704 805 7500
Fax: 704 805 7410

Monitor

Two Canal Park
Cambridge, Massachusetts 02141
USA
Main telephone number: +1 617 252 2000

Oliver Wyman

3560 Lenox Road, Suite 2400
Atlanta, GA 30326
+1 404 239 6410 (phone)

PricewaterhouseCoopers LLP

4208 Six Forks Road
Suite 1200
Raleigh, North Carolina 27609
United States of America
Telephone: [1] (919) 791 4000
Telecopier: [1] (919) 791 4010

Consulting Firms Responding to Business Financials RFP

Baker Tilly

Schafer Consulting

Soft Resources

Barry Strock Consulting

Zco

GFOA

Computer Consultants International

Berry Dunn

Plante Moran

Azimuth Group

Borders Solutions Group



Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

September 21, 2011

Angelene Brinkley
Purchasing Manager
City of Greenville
1500 Beatty Street
Greenville, NC 27834

Re: Proposal to Provide Business Financial Software Consulting Services RFP #10-11-65

Dear Ms. Brinkley.

Mark Warner and I appreciate the opportunity to speak with Rex Wilder and other representatives from the City's Information Technology department earlier this week and discuss Plante & Moran's proposal to assist the City of Greenville on the BANA project. We continue to be very excited about the opportunity to assist the City on this very important project.

As a result of that discussion, the City has requested a revised version of our Cost Proposal. Attached you will find a revised version of our proposal which has been updated to reflect a price concession we have made on our blended professional services hourly rate, as well as the a reduction of hours related to our proposed services in the various areas which were discussed by the team.

The attached proposal supersedes our prior proposal to the City provided on May 31, 2011.

Thank you for the opportunity to serve you. If you have any questions, please do not hesitate to call Mark Warner at 248.223.3799 or myself at 248.223.3328.

Very truly yours,

PLANTE & MORAN, PLLC

A handwritten signature in black ink, appearing to read "Adam Rujan", written over a light blue rectangular background.

Adam Rujan, Partner

copies:
Rex Wilder
Jon Hoggard



Plante & Moran is a leading national provider of technology consulting to government clients. We bring a balance of technical expertise, industry insight, and commitment to our customers that is unparalleled.

Proposal to Provide Business Financial Software Consulting Services

RFP #10-11-65

City of Greenville, NC

Revised Sept. 21, 2011

COST PROPOSAL

plante
moran

September 21, 2011

Angelene Brinkley
Purchasing Manager
City of Greenville
1500 Beatty Street
Greenville, NC 27834

Dear Ms. Brinkley:

Plante & Moran, PLLC is pleased to respond to provide this Proposal to the City of Greenville to provide Business Financial Software Consulting Services. We are very excited about the possibility of working with the City on this very important project.

Plante & Moran is uniquely qualified to assist the City on this important project. As one of the largest consulting and accounting firms nationally, we have extensive experience in serving the public sector. Additionally, Plante & Moran's proposed project team brings to this engagement extensive knowledge and experience gained in working with governmental clients providing business financial software consulting services and conducting Enterprise Resource Planning (ERP) needs assessments, solution selections and implementation of ERP solutions. We offer the following benefits:

- **Complete independence from all governmental ERP software providers** allows us to select a system that best meets the needs of the client. Through our numerous system selection projects, we have gained significant experience and knowledge of providers of ERP software solutions for governmental entities and the pros/cons of their solutions.
- **Significant experience in conducting ERP needs assessment, selection and implementation projects** for governmental clients for over 25 years
- **Significant and recent experience in performing needs assessment, software selection, contract negotiations, and/or implementation related projects** that have involved all aspects of governmental operations for municipal clients including:
 - City of Asheville, NC
 - City of Miramar, FL
 - City of Alexandria, VA
 - Village of Mt. Prospect, IL
 - City of Roswell, GA
 - Borough of State College, PA
 - City of Mesa, AZ
 - City of Cleveland, OH
- **Significant and recent experience in assessing and assisting clients transitioning from the HTE platform**, including projects with the City of Asheville, NC, the City of St. Charles, MO and the Town of Jupiter, FL.

- **Significant experience with assisting clients in complete ERP selection projects** including all areas of municipal operations such as Finance, HR/Payroll, Public Works, Community Services, Public Safety, Fleet Management, Utilities and others
- **We have successfully negotiated contracts with nearly all of the software vendors** that you will likely be considering. Through our negotiations process, we have been able to save our clients significant costs and included other protections in the contract.
- **Our project professionals are members of national and local organizations** dedicated to improving the financial and technology operations of local government including GFOA, PTI and GMIS
- **Significant experience with assisting clients in the implementation of new ERP systems**
- **Significant experience in conducting process redesign for governmental clients** as part of the implementation of new ERP systems.
- **Significant experience in developing strategic technology plans for local governmental clients** allow us to gain further insight into the uses of technology and systems by our municipal clients.
- **As accountants and advisors to nearly 200 government agencies**, our Firm is well recognized as one of the leading providers of independent, objective advice.
- **Experienced project manager** who has been dedicated to providing technology consulting services to governments clients to include numerous ERP needs assessment, software selection and implementation management projects for public sector clients.
- **A strong project team**, blending public sector systems, process, best practices, and re-engineering expertise.

Our proposed team blends the technology and municipal operations knowledge with seasoned, management consultants to work on this important initiative. We believe that based upon these experiences and the quality of our proposed team, we are well qualified to provide objective and comprehensive Enterprise Resource Planning consulting services for the City of Greenville within the time period specified in the RFP.

Plante & Moran would very much appreciate the opportunity to present our team to the City in person. We would also strongly encourage your Steering Committee to contact any of our current or past clients. This proposal is valid for ninety (90) days from the date of the RFQ due date. **We also acknowledge receipt of Addendum #1 which includes responses to our questions.** If you have any questions concerning this proposal or need to contact any of the project team members, please contact me at 1-800-544-0203.

PLANTE & MORAN, PLLC



Adam Rujan, Partner

Plante and Moran's Cost Proposal for the City of Greenville, NC
 Business Financial Software Consulting Services
 Proposal Response Form

Exhibit # A: Revised 9-21/2011

Completed Proposal Cost: **\$105,525**

Breakdown of Proposal Costs and Estimated Hours per Task

Task	Hours Budgeted	Costs	Time
1. ERP Project Management	62	\$13,950	week 1-49
2. ERP Needs Assessment / Plan of Action	92	\$20,700	week 4-15
3. ERP Request for Proposal Preparation & Distribution	113	\$25,425	week 12-19
4. ERP Solution Selection	122	\$27,450	week 20-42
5. ERP Statement of Work and Contract Negotiations	80	\$18,000	week 43-49
<i>sub-total through system replacement:</i>	469	\$105,525	
6. ERP Implementation Management Assistance (OPTIONAL)*	-	\$0	12 - 18 months
Total	469		138 weeks

* The level of consulting implementation effort can vary significantly based upon level client involvement and participation. We anticipated that we will re-evaluate the required level of effort of support at the conclusion of Task 5 to best meet the needs of the City of Greenville, NC.

We have additionally provided a detailed matrix which further describes our consulting effort on the following pages. Professional services fees for Plante & Moran activities identified as "optional" or for additional consulting assistance can be provided to the City of Greenville, upon request and will not be provided or billed until formally accepted by the City.

**City of Greenville- Business Financial Software Consulting Services
Roles and Responsibilities Matrix**

Activity	Phase 0: Project Management			Deliverable(s)	Hours	Fees
	City Involvement	P&M Involvement				
1. Project Initiation	<ul style="list-style-type: none"> * Participate in project planning meetings * Work with P&M in defining an appropriate project organizational structure * Assist in defining roles and responsibilities of the various project organizational components * Determine City staff that will fulfill the various roles defined 	<ul style="list-style-type: none"> * Participate in project planning meetings * Work with the City in the development of a project organizational structure * Work with the City in identifying roles and responsibilities for the various components of the project organizational structure * Identify estimated time commitment for each of the roles on the project 		Project Organizational Structure	8	\$1,800
2. Define Project Organizational Structure				Project Organizational Structure	4	\$900
3. Develop Project Charter	<ul style="list-style-type: none"> * Assist in the development of the project charter for the ERP selection phase of the project * Review and approve the proposed ERP selection phase project work plan * Review and approve the proposed ERP implementation phase project work plan 	<ul style="list-style-type: none"> * Work with the City in the development of an ERP selection phase project charter * Develop a draft ERP selection phase project work plan that will be updated to a final form based on City feedback * Maintain and update the ERP selection phase project work plan 		Project Charter	8	\$1,800
4. Develop Detailed Project Plan	<ul style="list-style-type: none"> * Provide project collaboration environment * Set-up the project collaboration environment * Work with P&M in determining what should be included in the collaboration environment * Work with P&M in establishing guidelines around the use of the collaboration environment * Participate in project status meetings * Review project status reports 	<ul style="list-style-type: none"> * Work with the City in setting up the collaboration environment * Work with the City in establishing procedures regarding the use of the collaboration environment * Facilitate project status meetings * Develop periodic project status reports 		MS Project Plan	4	\$900
5. Establish Project Collaboration Center				Project Collaboration Environment	8	\$1,800
6. Schedule and Moderate Project Status Meetings					30	\$6,750
				Phase 0 Totals:	62	\$13,950
Phase 1: ERP Needs Assessment and Plan of Action						
1. Review Documents	<ul style="list-style-type: none"> * Provide documents to P&M upon request 	<ul style="list-style-type: none"> * Request documents for review from the City * Review requested documents 		Supporting Documents	8	\$1,800
2. Assess the City's Information Technology Infrastructure	<ul style="list-style-type: none"> * Compile and analyze requested technical infrastructure information * Determine what documentation is appropriate for inclusion in the RFP versus being of a confidential nature * Identify select departments to be interviewed * Coordinate scheduling of departmental interviews * Departments to prepare for interviews by reviewing interview questionnaire and pulling together appropriate documents requested * Departments participate in interview sessions 	<ul style="list-style-type: none"> * Request gathering of specific infrastructure documentation from the City * Provide appropriate templates and samples and provide guidance to City on gleaned appropriate infrastructure information into the RFP document * Review provided infrastructure documentation * Identify potential risks in the technology infrastructure * Define criteria as to departments to be interviewed * Work with City in identifying departments to interview * Provide available time slots in which to schedule departmental interviews * Provide questionnaire and request for information to collect to departments in preparation for the interviews * Conduct the departmental interviews 		Technical Information for the RFP	4	\$900
3. Conduct Departmental Interviews				Departmental Interview Questionnaire Supporting Departmental Documentation	56	\$12,600

**City of Greenville- Business Financial Software Consulting Services
Roles and Responsibilities Matrix**

Activity	City Involvement	P&M Involvement	Deliverable(s)	Hours	Fees
4. Prepare Plan of Action Report	<ul style="list-style-type: none"> * City Management team to review Plan of Action and provide feedback 	<ul style="list-style-type: none"> * Develop informal plan of action for City management to contain a Strengths, Weaknesses, Opportunity and Threat (SWOT) analysis as well as highlight a key RFP and Go Forward strategy * Incorporate feedback from City 	<p align="center">Phase 1 Totals:</p>	<p>24</p> <p>92</p>	<p>\$5,400</p> <p>\$20,700</p>
Phase 2: ERP RFP Preparation & Distribution					
1. Develop Solution Selection Criteria and Define Decision-Making Process	<ul style="list-style-type: none"> * Work with P&M in determining the overall vendor evaluation and demonstration strategy that will be used * Work with P&M in the development of vendor selection criteria and weights * Work with P&M in defining the decision-making process * Work with P&M in identifying expectations around the level of detail for the system specifications * Process owners to review the draft specifications provided by P&M * Process owners to meet with P&M to finalize base system specifications including appropriate prioritization 	<ul style="list-style-type: none"> * Provide guidance to the City in the development of an overall vendor evaluation and demonstration strategy * Provide examples of selection criteria and weightings to consider * Finalize the selection criteria and weights to use * Finalize the decision-making process of be used * Establish expectations with the City as to the level of detail for the system specifications * Develop a base set of specifications using best practice specifications in combination with those gleaned in the interview and cross-functional sessions and distribute to the City * Facilitate the process of reviewing and finalizing the base specifications 	<p>Vendor Evaluation and Demonstration Strategy</p> <p>Vendor Selection Criteria</p> <p>Vendor Decision-Making Process</p>	<p>8</p>	<p>\$1,800</p>
2. Develop ERP Software Specifications	<ul style="list-style-type: none"> * Identify participants in the cross-functional sessions * Coordinate scheduling of cross-functional sessions * Participants to prepare for session by reviewing specifications * Attendees participate in interview sessions * Review and provide feedback on the base set of Minimal Terms & Conditions * Provide other City boilerplate information to be included in the RFP * Review the other sections of the draft RFP provided by P&M * Approve the final RFP document * Distribute the RFP document as deemed appropriate (posting to City web site, mailing, etc.) 	<ul style="list-style-type: none"> * Provide available time slots in which to schedule cross-functional sessions * Provide specifications for review * Conduct the cross-functional sessions 	<p>ERP System Specifications</p>	<p>35</p>	<p>\$7,875</p>
3. Conduct Cross Functional Specification Review Sessions	<ul style="list-style-type: none"> * Prepare draft RFP document and distribute to City for review * Update RFP document based on City feedback * Provide vendor list 	<ul style="list-style-type: none"> * Prepare draft RFP document and distribute to City for review * Update RFP document based on City feedback * Provide vendor list 	<p>Updated/edited software specifications</p>	<p>30</p>	<p>\$6,750</p>
4. Develop & distribute Request for Proposal (RFP) Document			<p align="center">Phase 2 Totals:</p>	<p>40</p> <p>113</p>	<p>\$9,000</p> <p>\$25,425</p>

**City of Greenville- Business Financial Software Consulting Services
Roles and Responsibilities Matrix**

Activity	City Involvement	Phase 3: ERP Solution Selection	P&M Involvement	Deliverable(s)	Hours	Fees
1. Manage ERP Vendor Q&A During Pre-Proposal Due Date Timeframe	<ul style="list-style-type: none"> * Establish meeting date/time for pre-bid meeting * Work with P&M on developing appropriate RFP addenda * Post and/or distribute RFP addenda * Establish meeting date/time for pre-bid meeting * Facilitate pre-bid meeting 	<ul style="list-style-type: none"> * Assist the City in developing any RFP addenda * Assist in planning the vendor pre-bid meeting 		RFP Addenda	8	\$1,800
2. Participate in Vendor Pre-Bid Meeting	<ul style="list-style-type: none"> * Facilitate bid opening * Determine vendors that did not meet minimum criteria and distribute appropriate communications to them identifying the reason for rejecting their bid * Distribute one hard-copy and one electronic copy of each bid response to P&M * Selection committee members to review the appropriate bid document sections * Selection committee members to identify follow-up questions for each responding vendor and forward to P&M * Selection committee members to score each responding vendor based on Round 1 scoring criteria and forward to P&M * Selection committee members to attend vendor bid analysis meeting * Determine if any clarification of vendor responses are required before short-listing can occur * Selection committee members to conclude on remaining vendors * Distribute follow-up questions to remaining vendors * Communicate results of bid analysis to rejected and remaining vendors * Committee members to be prepared to provide available dates for Round 1 demonstration participation 	<ul style="list-style-type: none"> * Review vendor responses * Identify follow-up questions for responding vendors that passed minimum criteria * Develop proposal analysis document * Compile vendor questions from selection committee members * Compile selection committee members Round 1 scoring * Facilitate bid analysis meeting * Determine semi-finalist vendors * Confirm available selection committee member dates for conducting Round 1 demonstrations 			4	\$900
3. Analyze Proposals and Select Semi-Finalists	<ul style="list-style-type: none"> * Develop vendor demonstration scripts (Round 1 and Round 2) * Work with P&M on development of demonstration agendas (Round 1 and Round 2) 		<ul style="list-style-type: none"> * Work with the City to determine demonstration approach * Provide sample demonstration scripts * Provide guidance on development of demonstration scripts * Work with the City in the development of scoring matrices * Provide sample demonstration agenda and finalize with City 	<ul style="list-style-type: none"> Proposal Analysis (up to six proposals) Vendor Follow-Up Questions Semi-Finalist Vendors 	48	\$10,800
4. Assist in Developing Vendor Demonstration Scripts and Other Due Diligence Templates				<ul style="list-style-type: none"> Logistics Document to send vendors Demonstration Scripts Scoring Matrices Demonstration Agenda 	15	\$3,375

**City of Greenville- Business Financial Software Consulting Services
Roles and Responsibilities Matrix**

Activity	City Involvement	P&M Involvement	Deliverable(s)	Hours	Fees	
	<ul style="list-style-type: none"> * Determine location and reserve for vendor demonstrations * Schedule vendor demonstrations with vendors * Distribute vendor demonstration agenda and scripts to vendors * Communicate to staff time of vendor demonstrations * Provide scoring sheets to staff attending vendor demonstrations * Selection Committee members to attend all vendor demonstrations * City to tabulate vendor demonstration results including scoring and comments 	<ul style="list-style-type: none"> * Review compiled results of demonstrations * Attend vendor demonstrations (OPTIONAL) 	Compiled Vendor Demonstration Results	6	\$1,350	
5. Schedule and Conduct Vendor Demonstrations	<ul style="list-style-type: none"> * Prepare and distribute questions to remaining vendors * Review vendor responses to questions * Conduct reference checking against appropriate vendor sites * Conduct site visits against appropriate vendor sites * Conduct corporate visits to finalist vendor locations * Conduct additional due diligence adequate for City determination of vendor, software and services purchase 	<ul style="list-style-type: none"> * Provide due diligence results to remaining vendors * Selection committee members to score vendors in their established area of scoring * Selection committee members to attend meeting(s) to discuss and conclude on selected vendor * Finalize ERP vendor statement of work and determine specific scope of software and services purchase * Work with P&M in identifying other costs to be considered as part of the overall project budget including one-time and on-going operational costs * Present recommendation to City Council 	<ul style="list-style-type: none"> * Provide site visit and reference checking forms to the City * Review responses to questions submitted to vendors * Review due diligence results conducted by selection committee members * Attend meeting(s) with the selection committee members to assist the City in discussing, scoring and concluding on a selected vendor * Work with the selection committee in identifying other cost estimates to be considered as part of the overall project budget including one-time and on-going operational costs * Prepare a synopsis of the selection process for the City Council 	<ul style="list-style-type: none"> Site Visit Template Reference Checking Template Vendor Response to Submitted Questions 	15	\$3,375
7. Assist in the Selection of a Preferred Vendor	<ul style="list-style-type: none"> * Assist in the development of the Statement of Work strategy * Attend a meeting to discuss the contract negotiation strategy * Determine who from the City needs to be involved in the contract negotiations * Identify the critical needs for inclusion in the contract * Determine particulars about the proposed vendor's solution that need to be considered in the negotiated contract (e.g., phasing) * Assist in negotiating the final contract * Present the final contract to the appropriate committees and to the Council for approval 	<ul style="list-style-type: none"> * Assist in development of the statement of work strategy * Attend a meeting to discuss the contract negotiation strategy * Review finalist vendor's contract and propose recommended changes * Discuss particulars about the proposed vendor's solution that need to be considered in the negotiated contract (e.g., phasing) * Initiate negotiations with the vendor * Assist in negotiating the final contract 	<ul style="list-style-type: none"> Recommended Vendor Quantification of Estimated Project Costs (One-Time and On-Going) Selection Process Synopsis 	26	\$5,850	
Phase 3 Totals:					122	\$27,450
Phase 4: ERP Statement of Work and Contract Negotiations						
1. Review License and Support Agreements and Conduct Negotiations	<ul style="list-style-type: none"> * Assist in the development of the Statement of Work strategy * Attend a meeting to discuss the contract negotiation strategy * Determine who from the City needs to be involved in the contract negotiations * Identify the critical needs for inclusion in the contract * Determine particulars about the proposed vendor's solution that need to be considered in the negotiated contract (e.g., phasing) * Assist in negotiating the final contract * Present the final contract to the appropriate committees and to the Council for approval 	<ul style="list-style-type: none"> * Assist in development of the statement of work strategy * Attend a meeting to discuss the contract negotiation strategy * Review finalist vendor's contract and propose recommended changes * Discuss particulars about the proposed vendor's solution that need to be considered in the negotiated contract (e.g., phasing) * Initiate negotiations with the vendor * Assist in negotiating the final contract 	<ul style="list-style-type: none"> Statement of Work Negotiated Vendor Contracts 	80	\$18,000	
Phase 4 Totals:					80	\$18,000

**City of Greenville- Business Financial Software Consulting Services
Roles and Responsibilities Matrix**

Activity	City Involvement	P&M Involvement	Deliverable(s)	Hours	Fees
	Phase 5: ERP Implementation Management Assistance (OPTIONAL)				
1. Conduct Project Start-Up Activities	<ul style="list-style-type: none"> * Work with P&M and the selected ERP vendor in project initiation activities * Project leadership to participate in a project expectation alignment session * Project leadership to participate in a risk management session * Project leadership to review and approve tools to be used to manage the project * Establish collaboration environment for the implementation phase of the project * Review project management procedures that have been established 	<ul style="list-style-type: none"> * Work with the City and selected ERP vendors in project start-up activities * Conduct a project expectation alignment session with City staff * Facilitate a risk management session with City staff and the selected ERP vendor * Develop appropriate tools for managing the project * Work with the City in establishing a collaboration environment for the implementation phase of the project * Participate in up-front analysis and consulting sessions conducted by the selected ERP vendor 	<p>Sample Deliverables Include: Projected Project Cash Flow Other Project Supporting Tools Project Management Procedures</p>	TBD	n/a
2. Conduct On-Going Project Activities	<ul style="list-style-type: none"> * Participate in meetings * Monitor project risks * Team leads to manage their team activities * Update City management as to project progress * Other executing and controlling project activities * Monitor the overall project budget 	<ul style="list-style-type: none"> * Monitor project timeline progress as updated by the selected ERP vendor * Work with team leads and steering committee members to stay on task * Manage the issues/actions item list * Monitor project risks * Facilitate project steering committee meetings * Facilitate project lead meetings * Review project change orders * Review project invoices * Review and comment on project deliverables * Monitor vendor compliance to the negotiated contract * Provide acceptance testing guidance * Review and comment on project progress * Facilitate resolution to project issues * Participate in ad-hoc meetings as needed * Provide post implementation support assistance * Develop Project Close-Out Report 	<p>Invoice Reviews Project Deliverables Others</p>	TBD	n/a
3. Conduct Project Close-Out Activities	<ul style="list-style-type: none"> * Review and approve Project Close-Out Report 			TBD	n/a
			Phase 5 Totals:		
			GRAND TOTAL:	469	\$105,525

**City of Greenville- Business Financial Software Consulting Services
Roles and Responsibilities Matrix**

Activity	City Involvement	P&M Involvement	Deliverable(s)	Hours	Fees
Totals by Phase					
Phase 0: Project Management				62	\$13,950
Phase 1: ERP Needs Assessment				92	\$20,700
Phase 2: ERP RFP Preparation				113	\$25,425
Phase 3: ERP Solution Selection				122	\$27,450
Phase 4: ERP Statement of Work and Contract Negotiations				80	\$18,000
Phase 5: ERP Implementation Management Assistance (OPTIONAL)				TBD	TBD
Total:				469	\$105,525

Blended Rate (includes all staff and incidental expenses):

\$225



For more information contact:

Adam Rujan, Partner

1-800-544-0203

Adam.Rujan@plantemoran.com

plantemoran.com

SOFTWARE CONSULTING SERVICES AGREEMENT

THIS Agreement made and entered into this ____ day of _____, 2011, by and between the City of Greenville, a municipal corporation, hereinafter referred to as "CITY" and Plante & Moran, PLLC, a Michigan professional limited liability corporation, hereinafter "Plante".

The **City** and **Plante** desire to enter into this Agreement for the performance of the services, duties and obligations identified in the Agreement and all Attachments.

Attachments:

The following documents are attached to this Agreement and incorporated herein by reference as fully set forth herein, except as where noted.

- A. City of Greenville, Request for Proposal, #10-11-65, dated April 28, 2011.
- B. Plante & Moran, Technical Proposal to RFP, dated May 31, 2011, except Section 8.
- C. Plante & Moran, Cost Proposal to RFP, dated May 31, 2011, except sections replaced by later revision.
- D. Plante & Moran, Revisions to Cost Proposal to RFP, dated September 21, 2011.
- E. Payment schedule.

In the event of a conflict between the RFP, the Cost and Technical Proposals, the interpretation of the RFP shall control.

Section 1. Scope of Services

Plante shall provide the necessary labor, materials, superintendence, and perform all the necessary services under this Agreement in connection with the project as set out in Attachment A. All non-optional tasks as identified in Attachment A shall be performed and provided as deliverables as identified in Attachment A.

Section 2. Term

The term of this Agreement shall be for a period of _____ from the date that the City signs this Agreement.

Section 3. Compensation

The CITY agrees to pay Plante the amounts as indicated in Attachment E.

Section 4. Invoicing and Method of Payment

Payment terms are Net 45 days after receipt of correct invoice. The Director of Financial Services is responsible for all payments under the Agreement. Only those charges, costs and expenses certified for payment shall be processed according to the payment schedule set out in Attachment E. Costs, charges and expenses to be certified for payment for any travel must be provided along with a written report of the activities and services performed must be received by the City not less than four (4) business days after the performance of such travel and services.

Section 5. Subcontracting

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract to be reviewed and approved by the CITY before execution, which shall explicitly state that it is subject to each provision of this Contract.

Section 6. Amendments

Any amendments to this Agreement must be in writing, mutually agreed to by the Parties and signed by the Parties. The exercise of optional items shall be at the sole discretion of the City, upon written notice to Plante. Before such option is exercised Plante must provide to City all proposed costs, services and deliverables to be provided as a fixed amount, definite time and quantity.

Section 7. Breach, Default and Termination

A. Breach

If either party fails to perform any of the conditions and terms of this **Agreement**, they are in breach of the **Agreement**. The non-breaching party shall identify in writing to the party in breach the items not performed in accordance with this **Agreement**. Notice of such breach will be sent to the person identified in this **Agreement** and in the manner prescribed by this Agreement. The breaching party shall be afforded thirty (30) business days, except for payment claims then forty-five (45) business days, from the date of the notification to cure the breach.

B. Default

If the breaching party fails to correct the identified deficiencies within thirty (30) business days, except forty-five (45) days for claims involving non-payment or any extension granted by the non-breaching party, the breaching party shall be in default. Once the party has been determined to be in default by the failure to cure the breach, the now defaulting party shall be afforded forty-five (45) calendar days to cure the default. Failure to cure the default within the time prescribe shall subject the defaulting party to termination. Waiver by either party of any default or breach by the other Party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this **Agreement**, unless so stated in writing and signed by authorized representatives of the **City** and **Plante**, and made as an amendment to this **Agreement**.

C. Termination

1. If the defaulting party fails to cure the default within the time prescribed, the **Agreement** shall be terminated without further action or notice. **Plante**, regardless who is the terminating party, shall continue to provide its services through the termination date and the **City** will pay for such services provided under the terms of this **Agreement** through the date of termination. Termination will not waive or release any claims for damages by either party. Conditions relating to warranties, non-recruitment of personnel, confidentiality and non-disclosure shall survive termination of the Agreement for a period of twenty-four (24) months unless waived sooner in writing by the parties. Voluntary or involuntary bankruptcy by **Plante** shall be grounds for immediate termination of this **Agreement**.
2. Neither party shall be liable for any excess costs if the failure to perform the **Agreement** that arises from causes beyond the control and without the fault or negligence of the party. Examples of such causes include (1) acts of God or of the public enemy, (2) fires, (3) floods, (4) epidemics, (5) quarantine restrictions, (7) freight embargoes, (8) unusually severe weather, and (9) acts of the CITY in its sovereign capacity. In each instance the failure to perform must be beyond the control and without the fault or negligence of the party.
3. If funds are no longer available, the City shall be reasonable only for the costs incurred to the date that funds were no longer available.

Section 8. CITY's Responsibility

- 8.1 CITY shall designate in writing a person to act as CITY's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CITY's policies and decisions.
- 8.2 City agrees to provide working space and facilities, and any other services and materials Plante or its personnel may reasonably request in order to perform the work assigned to them.
- 8.3 If any document requires CITY approval, comment, or provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").
- 8.4 CITY shall arrange for access to and make all provisions for Plante to enter upon public and private property as required for Plante to properly perform the Services.

Section 9. Plante's Responsibility

- 9.1** Plante shall designate a project manager for the performance of this Contract.
- 9.2** Plante shall perform the services under this Agreement as an independent contractor and not as CITY's agent or employee. Plante shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
- 9.3** All work shall be performed in a workmanlike and professional manner by employees or subcontractors of Plante having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Plante shall make sure its employees or subcontractors at all times observe security and safety policies of CITY while on CITY property or having remote access to CITY equipment that permits the remote user to have access to CITY equipment and databases. Plante warrants that qualified personnel will perform the services in a professional manner. As used in this Paragraph, "professional manner" means that the personnel performing the services will be of a skill and competence consistent with prevailing norms of company providers in the information technology industry.
- 9.4** When Plante provides on-site monitoring personnel during part of its performance, the on-site monitoring personnel will notify CITY of any observed defects in the Work; will otherwise make reasonable efforts to guard CITY against defects and deficiencies in the work of the contractor(s) and will help to determine if the provisions of the contract documents are being fulfilled. Plante shall be responsible that the work performed pursuant to this Agreement by its employees, agents or contractors shall conform to the terms and conditions of this Agreement.
- 9.5** Plante certifies that it possess all licenses for any software provided, used or hosted under this Agreement, except for any third party software that is recommended and purchased by the CITY.

Section 10. Compliance with Laws and Policies

- 10.1** In the performance of services under this Agreement, Plante shall comply with all federal, state, county and CITY statutes, ordinances, regulations, and rules, which are applicable.
- 10.2** Whenever under this Agreement, CITY notices, approvals, authorizations, waivers, instructions, or determinations are required, they shall be effective only when given in writing and signed by the CITY'S designated representative in accordance with paragraph 8.1.

Section 11. Limitation of Liability

- 11.1** The parties' liability to each other for any cause of action or reason whatsoever, and regardless of the form of action, whether in contract or in tort, shall not exceed two times the value of the Agreement.
- 11.2** NEITHER PARTY NOR THEIR RESPECTIVE AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE OR OTHERWISE, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (III) FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE WHATSOEVER.

Section 12. Indemnification

Plante shall defend, indemnify and hold CITY harmless from and against any and all liabilities, losses, damages, fines, judgments, claims, suits, actions and expenses (including, but not limited to, attorneys' fees and costs) arising out of or relating to personal injury or death to persons, including Plante's employees, contractors, and agents or damage to personal or real property, including CITY's property, arising out of or in connection with Plante's negligent performance of this Agreement. CITY agrees to give Plante prompt notice of any such claim, demand, or action and shall, cooperate fully with Plante in defense and settlement of said claim, demand, or action.

Section 13. Survival of Contract Termination

The Articles relating to Indemnification and Limitation of Liability shall survive the completion of the Services, payment in full of the Compensation, and termination of this Agreement.

Section 14. Insurance

Plante will furnish to CITY copies of insurance certificates evidencing that it maintains the following coverages while performing in accordance with the terms of this Contract, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>MINIMUM AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$500,000 policy limit
Commercial General Liability	\$2,000,000
Automobile Liability	\$100,000
Professional Liability	\$1,000,000

Plante will furnish CITY with certificates of insurance verifying the above referenced coverages. Plante will provide CITY notice of any cancellation or reduction below the above listed requirements within 7 calendar days of receipt of such notice by Plante. Plante shall remain responsible for any lapse or reduction in coverage as a result of any cancellation or reduction in coverage. Plante agrees to indemnify CITY for any losses, costs, damages, attorney fees or expenses incurred by the CITY as a result of cancellation or reduction in coverage. Plante shall list CITY as an additional insured for the Commercial General Liability and the Automobile Liability insurance.

Section 15. Reports, Information and Audits

Plante, at such times and in such form as the CITY may require, shall furnish the CITY such reports as may be necessary pertaining to the services undertaken pursuant to this Agreement, the costs incurred or to be incurred in connection therewith and any other matters covered by this Agreement without additional cost or expense to the CITY, but not less than a monthly status report shall be provided to the CITY by Plante and a written project summary report at the completion of the project. Plante shall retain all financial and administrative records for a minimum of five years following completion of this Contract, and shall permit the CITY or any of its auditors access to such records without additional cost or expense to the CITY.

Section 16. Confidentiality

16.1 Plante shall treat as confidential and proprietary all information and data delivered to it by CITY. Confidential information shall not be disclosed to any third party, other than Plante's subcontractors or sub-consultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Plante from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by Plante; (iii) received by Plante on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Subcontracted Services ("Law"), but only after actual prior written notice has been received by the CITY and CITY has had a reasonable opportunity to protect disclosure of such Confidential Information.

16.2 In accordance with 9 NCAC 06B.0207 and 06B.1001 and to promote maximum competition in the competitive bidding process, the City may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Plante may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, then Plante warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. *However, under no circumstances shall price information be designated as confidential.* The City may serve as custodian of Plante's confidential information and not as an arbiter of claims against Plante's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the City to disclose information marked confidential, Plante agrees that it will intervene in the action through its counsel and participate in defending the City, including any public official(s) or public employee(s). Plante agrees that it shall hold the City and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the City in the action. The City agrees to promptly notify Plante in writing of any action seeking to compel the disclosure of Plante's confidential information.- The City shall have the right, at its option and expense, to participate in the defense of the action through its

counsel. The City shall have no liability to Plante with respect to the disclosure of the Plante's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

16.3 Plante warrants that all its employees and any approved third party independent contractors or subcontractors are subject to a non-disclosure and confidentiality agreement acceptable to the CITY. Plante will, upon request of the City, verify and produce true copies of any such agreements. Production of such agreements by Plante may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Plante produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. seq. The City may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the City for Plante's execution. The City may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act) any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

16.4 Plante shall employ security measures and standards, including encryption technologies, as may be necessary or proper to meet and satisfy Plante's obligations and in compliance with industry standards during performance of this Agreement. Plante and its agents, if any, shall not have access to any information except as required to perform Plante's obligations under this Agreement.

Section 17. Workers Compensation

The CITY shall not be liable for workers compensation, FICA, unemployment compensation, or any other obligation or payment required in an employer/employee relationship.

Section 18. Non-Discrimination Provisions

During the performance of this Agreement, Plante agrees that in the hiring of employees for the performance of work under this Agreement, Plante shall not by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any person qualified and available to perform work to which this Agreement relates in violation of any federal, state, or CITY law or ordinance.

Section 19. Dispute Resolution

Any dispute arising between the CITY and Plante concerning this Agreement or the rights and duties of either party in relation thereto shall first be presented in writing, either physically or electronically, within two weeks of notice by either party. The CITY and Plante agree to negotiate all disputes between them in good faith for a period of 30 days from the date of receipt of the written notice prior to exercising their rights under all applicable laws.

No written, verbal or electronic representation made by either party during the course of this proceeding or other settlement negotiations shall be deemed to be a party admission.

Section 20. Notice

Any notice or communication required or permitted by this Contract shall be deemed sufficiently given if in writing and when delivered personally or 96 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY

City of Greenville,
P.O. Box 7207
Greenville, NC 27835

Attn: Jon Hoggard

Plante & Moran
P.O. Box 397
Southfield, MI 48037- 0307
Phone: 248.352.2500
Fax: 248.352.0018

Attn: Adam Rujan

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

Section 21. Miscellaneous

- 21.1 Governing Law.** The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of North Carolina where the Project is located.
- 21.2 Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned by any party without the prior written consent of the other party(ies).
- 21.3 Binding Effect.** The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 21.4 Parties in Interest.** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.
- 21.5 Amendment and Waiver.** This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 21.6 Venue, Jurisdiction and Process.** The parties agree that any proceedings arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in Pitt County, North Carolina where the Project is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of that state or otherwise in such proceeding.
- 21.7 Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Any conflicts or questions of interpretation or claims of vagueness concerning the meaning and requirements of this Agreement and the attachments and specifications, the terms of the Agreement shall supersede the interpretation of any term or condition in an attachment, schedule or exhibit made a part of this Agreement.
- 21.8 Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 21.9 Time is of the Essence.** The parties to this Agreement agree that time is of the Essence in the performance of this Agreement.
- 21.10 Duplicate Originals.** The parties shall execute this **Agreement** in duplicate originals with each party maintaining a fully executed original which may be enforced against the other party.
- 21.11 Effective Date.** This **Agreement** shall become effective on the date signed by the **City**.

IN WITNESS WHEREOF, the CITY and PLANTE have executed this Contract as of the date first written above.

CITY OF GREENVILLE:

PLANTE & MORAN, PLLC:

BY: _____
Wayne Bowers, City Manager

BY: _____

TITLE: _____

Date: _____

Date: _____

ATTEST FOR OWNER:

ATTEST FOR OWNER:

By (Signature): _____

By (Signature): _____

Typed Name: Carol Barwick

Typed Name: _____

Title: City Clerk

Title: _____

APPROVED AS TO FORM:

BY: _____
David Holec, City Attorney

This instrument has been pre-audited as required by the local government budget and fiscal control act.

BY: _____
Bernita Demery, Director of Financial Services

ATTACHMENT E

Payment shall be made according to the completion, certification and acceptance of all deliverables as identified in the subject phase or milestone as follows:

Phase or Milestone	Completion Date	Payment Amount
Phase 0: Project Management	December 7, 2012	\$13,950
Phase 1: ERP Needs Assessment	April 13, 2012	\$20,700
Phase 2: ERP RFP Preparation	May 11, 2012	\$25,425
Phase 3: ERP Solution Selection	October 19, 2012	\$27,450
Phase 4: ERP Statement of Work and Contract Negotiations	December 7, 2012	\$18,000
Phase 5: ERP Implementation Management Assistance (OPTIONAL)	TBD	TBD

Plante shall provide to the City a cost estimate including travel expenses and a detailed written report with proposed activities not later than 4 business days before engaging in such services and travel. The City reserves the right to approve or disapprove any or all proposed services and expenses. Failure to provide such estimate and report within the time prescribed may result in non-payment for such services and expenses.



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: Budget ordinance amendment #5 to the 2011-2012 City of Greenville budget (Ordinance #11-038) and budget ordinance amendments to the Special Revenue Grant Fund (Ordinance #11-003) and the New Technology for Public Safety Project Fund (Ordinance #08-52)

Explanation: Attached is an amendment to the 2011-2012 budget ordinance for consideration at the December 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 needed from the New Technology for Public Safety Project fund to allow the City to participate in the Pitt County program to convert all radio systems from wideband to narrowband by January 2013. Approved by City Council on November 14, 2011 (\$680,000).

B To appropriate grant funds to be received by the Governor's Crime Commission to reduce gun and gang-related crimes in Greenville/Pitt County (\$16,104).

C To appropriate additional funds needed to pay the Enterprise Resource Planning (ERP) software systems consultant, Plante & Moran, to review and analyze the current financial software system (\$13,000).

Fiscal Note: The budget ordinance amendments affect the following funds: increase General Fund by \$680,000; increase the Special Revenue Grant Fund by \$16,104; and transfer of funds from the New Technology for Public Safety Project Fund to the General Fund:

<u>Fund Name</u>	<u>Original Adopted Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>

General	\$ 77,315,190	\$ 680,000	\$77,995,190
Special Revenue Grant Fund	635,258	16,104	651,362

Recommendation: Approve the attached budget ordinance amendment #5 to the 2011-2012 City of Greenville budget (Ordinance #11-038), and budget ordinance amendments to the Special Revenue Grant Fund (Ordinance #11-003) and the New Technology for Public Safety Project Fund (Ordinance #08-52)

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 [Budget Amendment Number 5 912817](#)

ORDINANCE NO. -
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#5) Amending the 2011-2012 Budget (Ordinance No. 11-038) and budget ordinance amendments
to the Special Revenue Grant Fund (Ordinance No. 11-003), and the New Technology for Public
Safety Project Fund (Ordinance No. 08-52)

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:

	ORIGINAL 2011-2012 BUDGET	#5 Amended 12/8/11	Total Amendments	Amended 2011-2012 Budget
ESTIMATED REVENUES				
Property Tax	\$ 29,813,308	\$ -	\$ -	\$ 29,813,308
Sales Tax	14,350,430	-	(100,000)	14,250,430
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	-	339,927	2,488,940
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	-	36,500	332,141
Interest on Investments	1,884,450	-	-	1,884,450
Transfers In GUC	4,986,085	-	-	4,986,085
Other Financing Sources	1,062,537	A 680,000	680,000	1,742,537
Appropriated Fund Balance	3,079,408		1,649,136	4,728,544
TOTAL REVENUES	\$ 75,389,627	\$ 680,000	\$ 2,605,563	\$ 77,995,190

APPROPRIATIONS				
Mayor/City Council	\$ 431,749	\$ -	\$ -	\$ 431,749
City Manager	1,116,824	-	77,130	1,193,954
City Clerk	308,883	-	-	308,883
City Attorney	455,445	-	-	455,445
Human Resources	2,708,693	-	-	2,708,693
Information Technology	3,214,564	C (4,100)	(4,100)	3,210,464
Fire/Rescue	12,944,364	-	74,013	13,018,377
Financial Services	2,299,332	C (8,900)	(8,036)	2,291,296
Recreation & Parks	6,334,925	-	83,741	6,418,666
Police	22,536,036	-	127,002	22,663,038
Public Works	9,191,938	-	128,500	9,320,438
Community Development	1,730,349	-	124,439	1,854,788
OPEB	250,000	-	-	250,000
Contingency	150,000	-	(51,625)	98,375
Indirect Cost Reimbursement	(601,354)	-	-	(601,354)
Capital Improvements	6,347,428	A,C 693,000	1,722,878	8,070,306
Total Appropriations	\$ 69,419,176	\$ 680,000	\$ 2,273,942	\$ 71,693,118

OTHER FINANCING SOURCES				
Debt Service	\$ 4,209,487	\$ -	\$ -	\$ 4,209,487
Transfers to Other Funds	1,760,964	-	331,621	2,092,585
	\$ 5,970,451	\$ -	\$ 331,621	\$ 6,302,072

TOTAL APPROPRIATIONS \$ 75,389,627 \$ 680,000 \$ 2,605,563 \$ 77,995,190

Section II: Estimated Revenues and Appropriations. **Special Revenue Grant Fund**, of Ordinance 11-003, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2011-2012 BUDGET	#5 Amended 12/8/11	Total Amendments	Amended 2011-2012 Budget
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 433,115	B \$ 16,104	\$ 167,711	\$ 600,826
Transfer from General Fund	-	-	50,536	50,536

TOTAL REVENUES	\$ 433,115	\$ -	\$ 16,104	\$ 218,247	\$ 651,362
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APPROPRIATIONS

Operating	\$ 173,333	B	16,104	\$ 218,247	\$ 391,580
Capital Outlay	259,782		-	-	259,782
Total Expenditures	\$ 433,115		\$ 16,104	\$ 218,247	\$ 651,362

TOTAL APPROPRIATIONS	\$ 433,115		\$ 16,104	\$ 218,247	\$ 651,362
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Section III.: Estimated Revenues and Appropriations. **New Technology for Public Safety Fund**, of Ordinance 08-52, is hereby amended by adjusting estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET	#5 Amended 12/8/11	Total Amendments	Amended Budget
ESTIMATED REVENUES				
Transfer from Capital Reserve	\$ 3,484,000	\$ -	\$ -	\$ 3,484,000
TOTAL REVENUES	\$ 3,484,000	\$ -	\$ -	\$ 3,484,000

APPROPRIATIONS

Supplies and Materials	\$ 8,000	\$ -	\$ -	\$ 8,000
Contract Services	412,000	-	-	412,000
Non-Contractual	310,043	A (20,000)	(20,000)	290,043
Computer Software	1,629,857	-	-	1,629,857
Computer Hardware	582,100	A (120,000)	(120,000)	462,100
System Testing/Implementation	542,000	A (540,000)	(540,000)	2,000
Transfer to General Fund	-	A 680,000	680,000	680,000
Total Expenditures	\$ 3,484,000	\$ -	\$ -	\$ 3,484,000

TOTAL APPROPRIATIONS	\$ 3,484,000	\$ -	\$ -	\$ 3,484,000
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Section IV: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

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

Adopted this 8th day of December, 2011.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 12/8/2011
Time: 7:00 PM

Title of Item: 2012 Schedule of City Council Meetings

Explanation: A proposed schedule for 2012 City Council meetings has been prepared listing the dates of these meetings in accordance with Section 2-1-11 of the Greenville City Code. Potential conflicts have been noted thereon. Items which should be noted include:

1. January 21 was approved as the date for the Annual Planning Session at the City Council meeting held on November 17, 2011.
2. ECU Spring break is scheduled March 4-11.
3. National League of Cities Congressional City Conference is March 10-14 in Washington, DC
4. North Carolina League of Municipalities Annual Conference is scheduled for October 21-23 in Charlotte, NC
5. The third meeting date for December is included on the proposed meeting schedule; however it falls on December 24, which the City observes as one of its Christmas holidays.

Fiscal Note: No direct cost.

Recommendation: Review the proposed 2012 Schedule of City Council Meetings, amend as necessary, and consider for adoption.

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 [2012_Schedule_of_City_Council_Meetings_912832](#)



CITY OF GREENVILLE

2012 SCHEDULE OF CITY COUNCIL MEETINGS

(All meetings are held in the Council Chambers unless otherwise noted)

January 9 - 6:00 PM

January 12 - 7:00 PM

January 21 - 8:00 AM (Planning Session at Bradford Creek Golf Course Club House)

January 23 - 6:00 PM

February 6 - 6:00 PM

February 9 - 7:00 PM

February 20 - 6:00 PM

March 5 - 6:00 PM (ECU Spring Break is March 4-11)

March 8 - 7:00 PM (NLC Congressional City Conference is March 10-14 in Washington, DC)

March 19 - 6:00 PM

April 9 - 6:00 PM

April 12 - 7:00 PM

April 23 - 6:00 PM

May 7 - 6:00 PM

May 10 - 7:00 PM

May 21 - 6:00 PM

June 11 - 6:00 PM

June 14 - 7:00 PM

June 25 - 6:00 PM

August 6 - 6:00 PM

August 9 - 7:00 PM

August 20 - 6:00 PM

September 10 - 6:00 PM

September 13 - 7:00 PM

September 24 - 6:00 PM

October 8 - 6:00 PM

October 11 - 7:00 PM

October 22 - 6:00 PM (NCLM Conference is October 21-23 in Charlotte, NC)

November 5 - 6:00 PM

November 8 - 7:00 PM

November 19 - 6:00 PM

December 10 - 6:00 PM

December 13 - 7:00 PM

December 24 - 6:00 PM (Christmas Eve - City Holiday)