



Agenda

Greenville City Council

November 14, 2011
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Joyner

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

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

VI. Consent Agenda

1. First reading of an ordinance granting a taxicab franchise to Sam Tim Woolard d/b/a Around Town Shuttle
2. Resolution accepting dedication of rights-of-way and easements for Langston West, Section 2 and Persimmon Place
3. Municipal agreement with the North Carolina Department of Transportation for construction of a sidewalk along Charles Boulevard from Red Banks Road to Hyde Drive

4. Municipal agreement with North Carolina Department of Transportation for construction of the Green Mill Run Greenway Phase 2 Extension
5. Amendments to the Assignment of Classes to Salary Grades and Ranges and position allocation
6. Interlocal cooperative purchasing contract for rear-mounted aerial platform fire truck
7. Authorization to submit application for EPA Brownfield Grant funds
8. Grant of sanitary sewer easements to Greenville Utilities Commission for the Westside Sanitary Sewer Project
9. Authorization for Greenville Utilities Commission to initiate condemnation proceedings for property/easement acquisition for the Westside Sanitary Sewer Project
10. Resolution and deed of release to abandon an electrical easement at Pitt County Memorial Hospital
11. Resolution and deed of release to abandon an electrical easement on Commerce Street
12. Gas capital projects budget ordinance and reimbursement resolution for Greenville Utilities Commission's North Carolina Highway 33 Main Extension and Old River Road Main Replacement Project
13. Resolution of support to form a partnership with Pitt County Schools by adoption of South Greenville Elementary School

VII. New Business

14. Presentations by Boards and Commissions
 - a. Firefighter's Relief Fund Committee
 - b. Public Transportation and Parking Commission
15. Report by Pitt County-City of Greenville Airport Authority on audit corrective actions
16. Presentation of Evans Street Gateway concept design
17. Application for North Carolina Parks and Recreation Trust Fund grant for support of improvements to Dream Park
18. Ordinance amending the concealed handgun ordinance
19. Selection of energy services company to provide energy savings performance contracting services

20. Agreement and funding to participate in Pitt County's 700MHZ radio system
21. Possible modifications to sign regulations
22. Report on standards for portable temporary storage units
23. 2011-2012 Capital Reserve Fund calculation and designations
24. Budget ordinance amendment #4 to the 2011-2012 City of Greenville budget (Ordinance #11-038); budget ordinance establishing the King George Road Bridge Capital Project; and budget ordinance establishing the FEMA - Hurricane Irene Project

VIII. Review of November 17, 2011 City Council agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: First reading of an ordinance granting a taxicab franchise to Sam Tim Woolard d/b/a Around Town Shuttle

Explanation: Sam Tim Woolard, d/b/a Around Town Shuttle, has made application to establish a taxicab franchise to operate one taxicab. The Financial Services, Community Development, and Police Departments have all reviewed the application packet and support approval of the applicant's request. First reading of the franchise ordinance is scheduled for November 14, 2011, with a public hearing on same scheduled for November 17, 2011 after being advertised in The Daily Reflector on November 7, 2011 and November 14, 2011. Notification of the public hearing was mailed to all current vehicle for hire franchise owners.

Fiscal Note: No direct cost to the City.

Recommendation: Approve the first reading of an ordinance granting a taxicab franchise to Sam Tim Woolard, d/b/a Around Town Shuttle.

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

Attachments / click to download

[Application Packet from Around Town Shuttle](#)

[Ordinance granting taxicab franchise to Around Town Shuttle_1st Reading 911266](#)

ORDINANCE NO. _____
AN ORDINANCE GRANTING A TAXICAB FRANCHISE
TO SAM TIM WOOLARD, D/B/A AROUND TOWN SHUTTLE

WHEREAS, the City of Greenville is authorized by G.S. §160A-304 to license and regulate all vehicles operated for hire within the City of Greenville; and

WHEREAS, the City of Greenville has adopted an ordinance, Chapter 1 of Title 11 of the Greenville City Code, requiring the operators of taxicab businesses within the City to obtain a franchise from the City permitting said operation, and said ordinance sets forth certain requirements and criteria that must be satisfied in order to obtain and maintain the franchise for the operation of a taxicab business; and

WHEREAS, Sam Tim Woolard, d/b/a Around Town Shuttle, is an applicant for a franchise permitting the operation of one (1) taxicab within the City limits; and

WHEREAS, following investigation into the qualifications of the applicant, the City Council has determined that the applicant satisfies the requirements and conditions for the operation of a taxicab business within the City and has presented evidence substantiating the public convenience and necessity of such a business;

NOW, THEREFORE, BE IT ORDAINED by the Greenville City Council that:

Section 1. A taxicab franchise is hereby issued to Sam Tim Woolard, d/b/a Around Town Shuttle, to permit the operation within the City of Greenville of not more than one (1) taxicab.

Section 2. The franchise holder must comply with the requirements of Chapter 1 of Title 11 of the Greenville City Code or successor ordinance, including but not limited to inspection, equipment and insurance requirements, and must begin operations within sixty (60) days of the grant of this franchise. These requirements apply to all vehicles under the franchise. Failure to comply with the requirements and begin operations within sixty (60) shall render the franchise null and void without further action of the Greenville City Council or loss of a vehicle authorized under the franchise if all vehicles do not comply with the requirements within the sixty (60) days period.

Section 3. The franchise holder has requested to operate the franchise as an incidental home occupation. Only one vehicle may be stored and/or parked at the franchise holder's residence. The franchise holder must provide a copy of the lease for the vehicle that is not to be maintained as an incidental home occupation to the City Clerk. Only the franchise holder may work out of the residence. No other taxi operator may operate out of or visit the franchise holder's residence incidental to the operation of the franchise.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. 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 6. This ordinance shall become effective immediately upon its adoption following its second reading.

First reading approved on the 14th of November, 2011.

APPLICATION FOR TAXICAB FRANCHISE

(NOTE: \$30 application fee must be presented with application in order for application to be considered.)

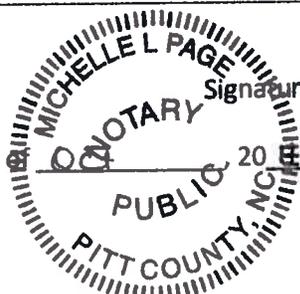
To the Mayor and City Council of the City of Greenville

The undersigned hereby makes application for a taxicab franchise under the provisions of Chapter 564, Session Laws 1945, and presents the following information:

1. The applicant is familiar with the ordinances of the City of Greenville relating to liability insurance, drivers regulations, regulations of rates, and other matters pertaining to the operation of taxicabs.
2. The individual, corporate or trade name and business address of the applicant is: " Around Town Shuttle "
3. The Applicant is:
 - A. An individual and sole owner of the taxicab business to be operated under the above name.
 - B. A corporation chartered under the laws of the State of North Carolina in the year _____, and the officers of the corporation are _____
 - C. A partnership, as shown by articles hereto attached, and the names of partners are: _____
4. The Applicant operates in the following cities: Greenville and Winterville
5. The Applicant is requesting franchise to operate 1 taxicabs.
6. In support of this application, the following Exhibits are attached.
 - Exhibit A. A full statement of facts which, if supported by substantial testimony at the hearing, will support a finding of public convenience and necessity for this operation.
 - Exhibit B. A complete list of Applicant's motor equipment showing year, make, model, and carrying capacity of each unit.
 - Exhibit C. Financial statement showing assets, liabilities and net worth of applicant.
 - Exhibit D. Statement showing applicant has made complete arrangement for off-street parking of all motor vehicles.
 - Exhibit E. Statement of proposed fares for transportation of persons and property.
 - Exhibit F. Statement of experience of applicant in conducting taxicab business.
 - Exhibit G. For persons who plan to be a driver: Official results of a drug screening for the applicant(s) from a practicing licensed physician AND a waiver from the physician who conducted the drug screening releasing those results to the Greenville Police Department

HAND PRINT OR TYPE

LAST NAME Woolard		FIRST NAME Sam		MIDDLE NAME Tim		ID NO.	
ALIAS OR NICKNAME N/A	SEX Male	AGE 52	WEIGHT 230	HEIGHT 5' 8"			
ADDRESS 6073 Reedy Branch Rd Winterville NC28590		HAIR Brown	EYES Blue	COMPLEXION White			
OCCUPATION Contractor Salesman for Garris Evans Lumber		DRIVERS LICENSE NO. 4772651		IDENTIFICATION NO.			
PLACE OF BIRTH Washington NC Beaufort County		DATE OF BIRTH 12/10/1958		SOCIAL SECURITY NO.			



Signature of Applicant [Handwritten Signature]

Subscribed and sworn to before me this 26 day

My Commission Expires: 04/24/14

[Handwritten Signature]

Notary Public

Item # 1

CITY OF GREENVILLE OFFICIAL RECEIPT

City of Greenville
*** CUSTOMER RECEIPT ***

Batch ID: MVERL 10/26/11 Receipt no: 393524

Description	Qty	Amount	Description	To	By
POLICE DEPARTMENT F	1	\$30.00	TAXI LICENSE	IMI	IG
CASH / CASH					

Tender details
CASH 1015 \$30.00
Total received \$30.00
Total payment \$30.00
Trans date: 10/26/11 Time: 14:19:32

Around Town Shuttle
6703 Reedy Branch Rd.
Winterville NC 28590

City Council and City of Greenville

RE: Application for Taxicab Franchise

Dear Sir/Madam,

I was born and raised in Washington NC and have lived the last twenty five years in Kinston and Greenville. My entire career I have serviced the good people of this area and would like to continue by requesting your approval in my obtaining a Taxicab Franchise.

Exhibit A: It is my intentions to service patrons of this city with an added emphasis on handicapped and disabled persons as well as the elderly. There is substantial growth in our area. Over the next twenty years as the baby boomers retirement numbers increase there will be an even larger need for transportation. It is my goal to offer these groups their independence with dignity and respect. I also plan to offer my business as a "first response" for emergencies as I did during hurricane Irene.

Exhibit B: I currently own a 2006 Ford E350 Van. It has a nine passenger capacity with two wheel chair stations and lift. I would like to be considered for an additional van to operate as a backup to be purchased in the first quarter of 2012. The new van would include the same options.

Exhibit C: My Financial Statement is attached.

Exhibit D: Vehicles are to kept at my home in Winterville on two acres of land.

Exhibit E: I am very satisfied to use the rate chart supplied by the City of Greenville. I also have intentions of sponsored promotions like "Night at the Movies" and "Dinner Out" with local Theaters and Restaurants.

Exhibit F: In my years of service as a commercial pilot for "Jet Logistics" in Raleigh NC, I gained experience in transporting people from one place to another. I will operate my taxi business with professionalism and a commitment to satisfaction.

Exhibit G: Attached is a waiver for drug screening results from Physician's East releasing the results to Greenville Police Dept.



OMB APPROVAL NO. 3245-0188
EXPIRATION DATE: 8/31/2011

PERSONAL FINANCIAL STATEMENT

As of 10/25/ , 2011

U.S. SMALL BUSINESS ADMINISTRATION

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock, or (4) any person or entity providing a guaranty on the loan.

Name Sam Tim Woolard Business Phone 252-414-4801

Residence Address 6073 Reedy Branch Rd Residence Phone 252-321-7608

City, State, & Zip Code Winterville NC 28590

Business Name of Applicant/Borrower Around Town Shuttle

ASSETS		(Omit Cents)	LIABILITIES		(Omit Cents)
Cash on hand & in Banks	\$	5000	Accounts Payable	\$	0
Savings Accounts	\$	26	Notes Payable to Banks and Others	\$	0
IRA or Other Retirement Account	\$	132000	(Describe in Section 2)		
Accounts & Notes Receivable	\$	0	Installment Account (Auto)	\$	2500
Life Insurance-Cash Surrender Value Only	\$		Mo. Payments	\$	254
(Complete Section 8)			Installment Account (Other)	\$	
Stocks and Bonds	\$		Mo. Payments	\$	
(Describe in Section 3)			Loan on Life Insurance	\$	0
Real Estate	\$	133333	Mortgages on Real Estate	\$	29000
(Describe in Section 4)			(Describe in Section 4)		
Automobile-Present Value	\$		Unpaid Taxes	\$	0
Other Personal Property	\$	30000	(Describe in Section 6)		
(Describe in Section 5)			Other Liabilities	\$	0
Other Assets	\$		(Describe in Section 7)		
(Describe in Section 5)			Total Liabilities	\$	31500
Total	\$		Net Worth	\$	300359
			Total	\$	268859

Section 1. Source of Income

Salary	\$	30000
Net Investment Income	\$	0
Real Estate Income	\$	0
Other Income (Describe below)*	\$	0

Contingent Liabilities

As Endorser or Co-Maker	\$	0
Legal Claims & Judgments	\$	0
Provision for Federal Income Tax	\$	0
Other Special Debt	\$	0

Description of Other Income in Section 1.

*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

Section 2. Notes Payable to Banks and Others. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Name and Address of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed).					
Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value
N/A					
Section 4. Real Estate Owned.		(List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)			
		Property A	Property B	Property C	
Type of Property		Personal Home	Family Home own 1/3		
Address		6073 Reedy Branch Rd Winterville NC 28590	7603 US Hwy 264 East Greenville NC 27835		
Date Purchased		1995	2007		
Original Cost		43000	60000		
Present Market Value		104000	88000		
Name & Address of Mortgage Holder		Citibank Greenville NC	N/A		
Mortgage Account Number					
Mortgage Balance		29000	0		
Amount of Payment per Month/Year		830	0		
Status of Mortgage		Current	n/a Deed in Hand		
Section 5. Other Personal Property and Other Assets.		(Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and if delinquent, describe delinquency)			
2006 Ford Fusion Valued 10000 Title in Hand -0- owed					
3 Trailers Valued 10000 Title in Hand -0- owed					
2008 Ford 150 Truck Valued 10000 owe 2500 @ 254 per month					
Section 6. Unpaid Taxes.		(Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)			
N/A					
Section 7. Other Liabilities.		(Describe in detail.)			
N/A					
Section 8. Life Insurance Held.		(Give face amount and cash surrender value of policies - name of insurance company and beneficiaries)			
25000 Wife as Beneficiary					
No surrender value					
I authorize SBA/Lender to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness. I certify the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of either obtaining a loan or guaranteeing a loan. I understand FALSE statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 U.S.C. 1001).					
Signature:		Date: 10/25/2011		Social Security Number:	
Signature:		Date:		Social Security Number:	
PLEASE NOTE: The estimated average burden hours for the completion of this form is 1.5 hours per response. If you have questions or comments concerning this estimate or any other aspect of this information, please contact Chief, Administrative Branch, U S Small Business Administration, Washington, D.C. 20416, and Clearance Officer, Paper Reduction Project (3245-0188), Office of Management and Budget, Washington, D.C. 20503. PLEASE DO NOT SEND FORMS TO OMB.					

Physicians East P.A. - Diagnostic Center

1850 West Arlington Blvd
Greenville, NC 27834

October 25, 2011 1:56 PM

(252) 413-6601 Fax: (252) 413-6667

AUTHORIZATION TO RELEASE HEALTH INFORMATION

For: Mr. Sam T Woolard

190970

Date of Birth: 12/10/1958

Provider: Kirk Philpot MD

Address: 6073 Reedy Branch Rd
Winterville, NC 28590

I authorize Physicians East to: Send/Provide Information to Receive Information from Discuss information
with (verbal; written reports do not need to be provided) the person/agency noted below.

If written information is provided by Physicians East, information should be:

Mailed Faxed (if 10 or less pages) Processed to be picked up

Name: Greenville Police Dept

Address: _____

Phone Number: _____ Fax Number: _____

The information to be disclosed/released shall be: (Items to be disclosed must be checked & initialed)

Dates of service for records requested: Beginning _____ Thru LU

- Office Visit Notes _____
- Diagnostic Reports _____
- Billing Information _____
- Consultation Reports _____
- Procedure Reports _____
- Other (please specify) _____
- Laboratory Results _____
- Radiology Reports _____

This information will be disclosed/released for the purpose of:

- Continuity of Care
- At the Request of the Individual
- Transfer of Care
- Other _____

I give special permission to release any information regarding: (Items for special permission must be checked and initialed)

- Substance and/or Alcohol Abuse _____
- HIV/AIDS Information _____
- Treatment for Abortion and/or Contraceptive Management _____
- Drug Screening Test _____
- Genetic Testing Information _____

I understand this authorization can be revoked by writing to the Physicians East, P.A. Privacy Officer or filling out a form (Ref. FM0018) at any time, except to the extent that action has been taken in accordance with this authorization. Unless otherwise revoked, this authorization will expire in: 90 days; one year; other: (can not exceed one year) _____. If I fail to specify an expiration date, this authorization will expire one year from the date on which it was signed.

Is this an urgent request? (Requests are handled within 30 days)

- Yes: Please explain _____
- No

I understand authorizing the use or disclosure of the information identified above is voluntary. I need not sign this form to ensure healthcare treatment. The facility, its employees, officers and physicians are hereby released from any legal responsibility or liability for disclosure of the above information to the extent indicated and authorized herein. I also understand that, if the person or entity receiving this information is not a health care provider or health plan covered by federal privacy regulations, the information described above may be redisclosed and no longer protected by these regulations. However, the recipient may be prohibited from disclosing substance abuse information under the Federal Substance Abuse Confidentiality Requirements. The cost for copying your medical records is dependent on the number of pages. The charge is \$.75 per page for the first twenty five pages, \$.50 per page for pages twenty six to one hundred and \$.25 per page for each page over one hundred. There will be a charge based on the number of pages

Physicians East P.A. - Diagnostic Center

1850 West Arlington Blvd

October 25, 2011 1:56 PM

Greenville, NC 27834

(252) 413-6601 Fax: (252) 413-6667

AUTHORIZATION TO RELEASE HEALTH INFORMATION

For: Mr. Sam T Woolard

190970

copied for requests made and not picked up after 60 days.

I hereby authorize the use or disclosure of the Protected Health Information as described above:

Patient Signature: *Sam Woolard* Date: 10-25-11

Personal Representative Signature (if not the patient): _____

Date: _____

Printed Representative's Name: _____

Relationship to Patient: _____

Physicians East Representative Signature: _____ Date: _____

Printed Physician East Representative Name: _____

A Notary Public must witness the patient/personal representative's signature on request not completed at Physicians East.

Notary Public: _____ Date: _____

Sworn to and subscribed before me this _____ day of _____ 20____.

My commlssion expires: _____.

For Internal Use Only:

Request for External Records Processed By: _____

Date Request Sent: _____

Date Records Received: _____

PE Authorization to Release Health Information
Revised: 2/4/2010
Original: PE Record Copy: Patient



Doc ID: 010868510001 Type: GRP
Recorded: 09/21/2011 at 03:08:44 PM
Fee Amt: \$14.00 Page 1 of 1
Pitt County, NC
Deborah T Barrington REG OF DEEDS

BK **2895** PG **201**

**CERTIFICATE OF ASSUMED NAME FOR A SOLE PROPRIETORSHIP, PARTNERSHIP,
LIMITED PARTNERSHIP**

The undersigned, proposing to engage in business in Pitt County, North Carolina under an assumed name or a partnership name, do hereby certify that:

1. The name under which the business is to be conducted is:

Around Town Shuttle
(Insert assumed or partnership name)

2. The names and addresses of all the owners of the business are:

maie 6073 Reedy Branch Rd. Winterville NC 28590
Sam Tim Woolard
(Insert name and address of each owner)

In witness whereof, this certificate is signed by each of the owners of said business, this

21st day of September, 20 11.
Sam Tim Woolard (seal)

(seal)

(seal)

State of North Carolina
County of Pitt

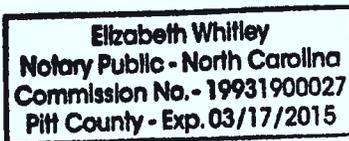
I, Elizabeth Whitley, a Notary Public, do hereby certify that on this 21st day of September, 20 11, personally appeared before me Sam Tim Woolard

who are all signers of the forgoing instrument, and each acknowledged the due execution thereof.

Witness my hand and official seal, this the 21st day of September, 20 11.

Elizabeth Whitley
Notary Public
My Commission Expires: 3-17-2015

(Affix Notary Seal)



ACORD COMMERCIAL INSURANCE APPLICATION		DATE (MM/DD/YYYY)	
APPLICANT INFORMATION SECTION		10/07/2011	
AGENCY	PHONE (A/C, No, Ext): (252) 321-0151	CARRIER	UNDERWRITER
	FAX (A/C, No.): (252) 756-0199	NAIC CODE:	UNDERWRITER OFF.
Briley & Goodson PO Box 2185 Greenville, NC 27836		POLICIES OR PROGRAM REQUESTED	
CODE: SUB CODE:		TBI	
AGENCY CUSTOMER ID:		EQUIPMENT FLOATER	
		INSTALLATION/BUILDERS RISK	
		ELECTRONIC DATA PROC	
		COMMERCIAL GENERAL LIABILITY	
		BUSINESS AUTO	
		TRUCKERS/MOTOR CARRIER	
		GARAGE AND DEALERS	
		VEHICLE SCHEDULE	
		BOILER & MACHINERY	
		WORKERS COMPENSATION	
		UMBRELLA	

STATUS OF TRANSACTION		PACKAGE POLICY INFORMATION			
QUOTE	ISSUE POLICY	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.			
BOUND (Give Date and/or Attach Copy):	RENEW	PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	AUDIT
CHANGE DATE	TIME	10/07/2011	10/07/2012	DIRECT BILL	PAYMENT PLAN
CANCEL				AGENCY BILL	

APPLICANT INFORMATION		MAILING ADDRESS INCL ZIP+4 (of First Named Insured)	
NAME (First Named Insured & Other Named Insureds)		6073 REEDY BRANCH Rd	
Around Town Shuttle		WINTERVILLE, NC 28590	
FEIN OR SOC SEC # (of First Named Insured):		WEBSITE ADDRESS(ES):	
PHONE (A/C, No, Ext):			
E-MAIL ADDRESS(ES):	SUBCHAPTER "S" CORPORATION NOT FOR PROFIT ORG	CR BUREAU NAME	ID NUMBER
X INDIVIDUAL	LIMITED LIAB CORP		
PARTNERSHIP	NO. OF MEMBERS AND MANAGERS		
INSPECTION CONTACT	ACCOUNTING RECORDS CONTACT	PHONE (A/C, No, Ext):	DATE BUS STARTED
PHONE (A/C, No, Ext):			2011

PREMISES INFORMATION		STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
LOC #	BLD #		INSIDE	OWNER		
			OUTSIDE	TENANT		
			INSIDE	OWNER		
			OUTSIDE	TENANT		
			INSIDE	OWNER		
			OUTSIDE	TENANT		

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)
Livery - primarily transporting customers from Greenville NC Airport to Kinston Airport

GENERAL INFORMATION	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
EXPLAIN ALL "YES" RESPONSES					
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?			7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?		
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?			8. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON?		
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?			(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).		
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?			9. ANY UNCORRECTED FIRE CODE VIOLATIONS?		
4. ANY CATASTROPHE EXPOSURE?			10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5 YEARS?		
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?			11. HAS BUSINESS BEEN PLACED IN A TRUST? IF YES, NAME OF TRUST:		
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? (Not applicable in MO)					

REMARKS/PROCESSING INSTRUCTIONS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied)

APPLICANT'S SIGNATURE	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER
<i>[Signature]</i>	10-7-11	<i>[Signature]</i>	

ACORD 125 (2/02/01)

PLEASE COMPLETE REVERSE SIDE

© ACORD CORPORATION 1993

PRIOR CARRIER INFORMATION

LINE	CATEGORY	CLAIMS MADE				OCCURRENCE				CLAIMS MADE				OCCURRENCE				
		CLAMS MADE	OCCURRENCE	CLAMS MADE	OCCURRENCE	CLAMS MADE	OCCURRENCE	CLAMS MADE	OCCURRENCE	CLAMS MADE	OCCURRENCE	CLAMS MADE	OCCURRENCE					
	CARRIER	Erie Insurance																
	POLICY NUMBER																	
	POLICY TYPE																	
	RETRO DATE																	
	EFF-EXP DATE																	
GENERAL LIABILITY LIMITS	GENERAL AGGREGATE																	
	PRODUCTS COMP OP AGGREGATE																	
	PERSONAL & ADV INJ																	
	EACH OCCURRENCE																	
	FIRE DAMAGE																	
	MEDICAL EXPENSE																	
	BODILY INJURY	OCCURRENCE																
		AGGREGATE																
		PROPERTY DAMAGE	OCCURRENCE															
			AGGREGATE															
	COMBINED SINGLE LIMIT																	
	MODIFICATION FACTOR																	
	TOTAL PREMIUM																	
AUTOMOBILE LIABILITY	CARRIER																	
	POLICY NUMBER																	
	POLICY TYPE																	
	EFF-EXP DATE																	
	COMBINED SINGLE LIMIT																	
	BODILY INJURY	EA PERSON																
		EA ACCIDENT																
		PROPERTY DAMAGE																
		MODIFICATION FACTOR																
		TOTAL PREMIUM																
PROPERTY	CARRIER																	
	POLICY NUMBER																	
	POLICY TYPE																	
	EFF-EXP DATE																	
	BUILDING	AMT																
	PERS PROP	AMT																
		MODIFICATION FACTOR																
		TOTAL PREMIUM																
		CARRIER																
		POLICY NUMBER																
	POLICY TYPE																	
	EFF-EXP DATE																	
	LIMIT																	
	MODIFICATION FACTOR																	
	TOTAL PREMIUM																	

LOSS HISTORY ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY)

DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS	
						CHK HERE IF NONE	SEE ATTACHED LOSS SUMMARY
						OPEN	
						CLOSED	
						OPEN	
						CLOSED	

REMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY

COPY OF THE NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT. (Not applicable in all states, consult your agent or broker for your state's requirements.)

NOTICE OF INSURANCE INFORMATION PRACTICES
PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT POLICY RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TO US.

ACORD 125 (2002/01)

ACORD™ VEHICLE SCHEDULE		DATE (MM/DD/YYYY) 10/07/2011
PRODUCER PHONE (A/C, No, Ext): (252) 321-0151 FAX (A/C, No): (252) 756-0199 Briley & Goodson PO Box 2185 Greenville, NC 27836		APPLICANT (First Named Insured) Around Town Shuttle
CODE: AGENCY CUSTOMER ID		EFFECTIVE DATE: 10/07/2011 EXPIRATION DATE: 10/07/2012 DIRECT BILL: AGENCY BILL PAYMENT PLAN: AUDIT:
FOR COMPANY USE ONLY		

VEHICLE DESCRIPTION		VEH #		YEAR	MAKE	MODEL	BODY TYPE	VEHICLE TYPE	SYM/AGE	COST NEW		
CITY, STATE, ZIP WHERE GARAGED		1	2006	Ford	Econoline	Van	1FTSS34L56HA65333	PP <input type="checkbox"/> SPEC <input checked="" type="checkbox"/> COML <input type="checkbox"/>		\$		
CITY, STATE, ZIP WHERE GARAGED		6073 Reedy Branch, Winterville, NC 28590		NC	23	7,000lbs.	5252	SIC: FACTOR: SEAT CP: 12 RADIUS: Local -	FARTHEST TERM:			
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	NET VEH DR/CR:
< 15 MILES	PLEASURE	RETAIL	LIAB NO-FAULT	MED PAY UNINS MOTOR	FT	COMP	AA	ST AMT	\$	\$	\$	TOTAL PREM
15 MILES +	FARM	SERVICE	NO-FAULT	FTW	COLL	\$	\$	\$	\$	\$	\$	COLL \$ 1,840
CITY, STATE, ZIP WHERE GARAGED		VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.:	VEHICLE TYPE	SYM/AGE	COST NEW		
CITY, STATE, ZIP WHERE GARAGED								PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>		\$		
CITY, STATE, ZIP WHERE GARAGED								SIC: FACTOR: SEAT CP: RADIUS:	FARTHEST TERM:			
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	NET VEH DR/CR:
< 15 MILES	PLEASURE	RETAIL	LIAB NO-FAULT	MED PAY UNINS MOTOR	FT	COMP	AA	ST AMT	\$	\$	\$	TOTAL PREM
15 MILES +	FARM	SERVICE	NO-FAULT	FTW	COLL	\$	\$	\$	\$	\$	\$	COLL \$
CITY, STATE, ZIP WHERE GARAGED		VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.:	VEHICLE TYPE	SYM/AGE	COST NEW		
CITY, STATE, ZIP WHERE GARAGED								PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>		\$		
CITY, STATE, ZIP WHERE GARAGED								SIC: FACTOR: SEAT CP: RADIUS:	FARTHEST TERM:			
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	NET VEH DR/CR:
< 15 MILES	PLEASURE	RETAIL	LIAB NO-FAULT	MED PAY UNINS MOTOR	FT	COMP	AA	ST AMT	\$	\$	\$	TOTAL PREM
15 MILES +	FARM	SERVICE	NO-FAULT	FTW	COLL	\$	\$	\$	\$	\$	\$	COLL \$
CITY, STATE, ZIP WHERE GARAGED		VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.:	VEHICLE TYPE	SYM/AGE	COST NEW		
CITY, STATE, ZIP WHERE GARAGED								PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>		\$		
CITY, STATE, ZIP WHERE GARAGED								SIC: FACTOR: SEAT CP: RADIUS:	FARTHEST TERM:			
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	NET VEH DR/CR:
< 15 MILES	PLEASURE	RETAIL	LIAB NO-FAULT	MED PAY UNINS MOTOR	FT	COMP	AA	ST AMT	\$	\$	\$	TOTAL PREM
15 MILES +	FARM	SERVICE	NO-FAULT	FTW	COLL	\$	\$	\$	\$	\$	\$	COLL \$
CITY, STATE, ZIP WHERE GARAGED		VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.:	VEHICLE TYPE	SYM/AGE	COST NEW		
CITY, STATE, ZIP WHERE GARAGED								PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>		\$		
CITY, STATE, ZIP WHERE GARAGED								SIC: FACTOR: SEAT CP: RADIUS:	FARTHEST TERM:			
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	NET VEH DR/CR:
< 15 MILES	PLEASURE	RETAIL	LIAB NO-FAULT	MED PAY UNINS MOTOR	FT	COMP	AA	ST AMT	\$	\$	\$	TOTAL PREM
15 MILES +	FARM	SERVICE	NO-FAULT	FTW	COLL	\$	\$	\$	\$	\$	\$	COLL \$
CITY, STATE, ZIP WHERE GARAGED		VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.:	VEHICLE TYPE	SYM/AGE	COST NEW		
CITY, STATE, ZIP WHERE GARAGED								PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>		\$		
CITY, STATE, ZIP WHERE GARAGED								SIC: FACTOR: SEAT CP: RADIUS:	FARTHEST TERM:			
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	NET VEH DR/CR:
< 15 MILES	PLEASURE	RETAIL	LIAB NO-FAULT	MED PAY UNINS MOTOR	FT	COMP	AA	ST AMT	\$	\$	\$	TOTAL PREM
15 MILES +	FARM	SERVICE	NO-FAULT	FTW	COLL	\$	\$	\$	\$	\$	\$	COLL \$
CITY, STATE, ZIP WHERE GARAGED		VEH #	YEAR	MAKE	MODEL	BODY TYPE	V.I.N.:	VEHICLE TYPE	SYM/AGE	COST NEW		
CITY, STATE, ZIP WHERE GARAGED								PP <input type="checkbox"/> SPEC <input type="checkbox"/> COML <input type="checkbox"/>		\$		
CITY, STATE, ZIP WHERE GARAGED								SIC: FACTOR: SEAT CP: RADIUS:	FARTHEST TERM:			
DRIVE TO WORK/SCHOOL	USE	COMM'L	CHECK COVERAGES	ADD'L NO-FAULT	UNDRINS MOTOR TOWING & LABOR SPEC C OF L	F	LSP	DEDUCTIBLES	ACV	COMP	SPEC C OF L	NET VEH DR/CR:
< 15 MILES	PLEASURE	RETAIL	LIAB NO-FAULT	MED PAY UNINS MOTOR	FT	COMP	AA	ST AMT	\$	\$	\$	TOTAL PREM
15 MILES +	FARM	SERVICE	NO-FAULT	FTW	COLL	\$	\$	\$	\$	\$	\$	COLL \$

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ACORD 129 (2001/08)

ACORD™	NORTH CAROLINA COMMERCIAL AUTO COVERAGES/LIMITS SECTION	DATE (MM/DD/YYYY) 10/07/2011
PRODUCER Briley & Goodson	APPLICANT (First Named Insured) Around Town Shuttle	FACILITY CODE:

BUSINESS AUTO SECTION					
COVERAGES	COVERED AUTO SYMBOLS	LIMITS	COVERAGES	COVERED AUTO SYMBOLS	LIMITS
LIABILITY	1 4 9	<input checked="" type="checkbox"/> CSL <input type="checkbox"/> BI EA PER \$ 1,500,000			
	2 X 7	BI EACH ACCIDENT \$ 1,500,000			
	3 8	PROPERTY DAMAGE \$ 1,500,000			
			PHYSICAL DAMAGE <i>*Include the Fire District name and code # if fire or comprehensive coverage is provided</i>		
MEDICAL PAYMENTS	2 4 8 3 7	EACH PERSON \$	COMPREHENSIVE*	2 4 8 3 7	
UNINSURED MOTORIST	2 6 3 7 4	<input type="checkbox"/> CSL <input type="checkbox"/> BI EA PER \$ BI EACH ACCIDENT \$	SPECIFIED CAUSES OF LOSS*	2 4 8 3 7	
UNINSURED/UNDERINSURED MOTORIST	2 6 3 X 7 4	<input type="checkbox"/> CSL <input checked="" type="checkbox"/> BI EA PER \$ 1,000,000 BI EACH ACCIDENT \$ 1,000,000	COLLISION	2 4 8 3 7	
UNINSURED MOTORIST	2 6 3 X 7 4	PROPERTY DAMAGE \$ 50,000	TOWING & LABOR	3 7	\$
HIRED/BORROWED LIABILITY	YES STATES X NO	COST OF HIRE <input type="checkbox"/> IF ANY BASIS \$	STATES # DAYS # VEH	COVERED AUTO SYMBOLS	
NON-OWNED LIABILITY	YES STATES X NO	GROUP TYPE NUMBER OF <input type="checkbox"/> EMPLOYEES <input type="checkbox"/> VOLUNTEERS <input type="checkbox"/> PARTNERS	COVERED AUTO SYMBOLS	COVERED AUTO SYMBOLS	
COVERED AUTO SYMBOLS		(1) ANY AUTO (2) ALL OWNED AUTOS (3) OWNED PRIVATE PASSENGER AUTOS	(4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER (5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE (6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW	(7) AUTOS SPECIFIED ON SCHEDULE (8) HIRED AUTOS (9) NON-OWNED AUTOS	

TRUCKERS SECTION					
COVERAGES	COVERED AUTO SYMBOLS	LIMITS	PHYSICAL DAMAGE <i>*Include the Fire District name and code # if fire or comprehensive coverage is provided</i>		
LIABILITY	41 46	<input type="checkbox"/> CSL <input type="checkbox"/> BI EA PER \$	COVERED AUTO SYMBOLS	LIMITS	DEDUCTIBLE
	42 47	BI EACH ACCIDENT \$	COMPREHENSIVE*	42 46 43 47	\$
	43 50	PROPERTY DAMAGE \$	SPECIFIED CAUSES OF LOSS*	42 46 43 47	SCL FT LSP F FTW \$
MEDICAL PAYMENTS	42 46 43	EACH PERSON \$	COLLISION	42 46 43 47	\$
UNINSURED MOTORIST	42 46 43 45	<input type="checkbox"/> CSL <input type="checkbox"/> BI EA PER \$ BI EACH ACCIDENT \$	TOWING & LABOR	46	\$
UNINSURED/UNDERINSURED MOTORIST	42 46 43 45	<input type="checkbox"/> CSL <input type="checkbox"/> BI EA PER \$ BI EACH ACCIDENT \$	TRAILER INTERCHANGE <i>*Include the Fire District name and code # if fire or comprehensive coverage is provided</i>		
UNINSURED MOTORIST	42 46 43 44	PROPERTY DAMAGE \$	COVERAGES	SYMBOL # TRAILERS STATE # DAYS RADIUS DEDUCTIBLE	
NON-TRUCKERS HIRED/BORROWED	YES STATES NO	COST OF HIRE <input type="checkbox"/> IF ANY BASIS \$	COMPREHENSIVE*	48 49	
HIRED/BORROWED LIABILITY	YES STATES NO	COST OF HIRE <input type="checkbox"/> IF ANY BASIS \$	SPECIFIED CAUSES OF LOSS*	48 49	
NON-OWNED AUTO LIABILITY	YES STATES NO	GROUP TYPE NUMBER OF <input type="checkbox"/> EMPLOYEES <input type="checkbox"/> VOLUNTEERS <input type="checkbox"/> PARTNERS	COLLISION	48 49	\$
OTHER			STATES # DAYS # VEH	COVERED AUTO SYMBOLS	
COVERED AUTO SYMBOLS		(44) OWNED AUTOS SUBJECT TO NO-FAULT (45) OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW	(46) SPECIFICALLY DESCRIBED AUTOS (47) HIRED AUTOS ONLY (48) TRAILERS IN YOUR POSSESSION UNDER A TRAILER INTERCHANGE AGREEMENT	(49) YOUR TRAILERS IN THE POSSESSION OF ANOTHER TRUCKER UNDER A TRAILER INTERCHANGE AGREEMENT (50) NON-OWNED AUTOS ONLY	

MOTOR CARRIER SECTION

COVERAGES		COVERED AUTO SYMBOLS		LIMITS		PHYSICAL DAMAGE <i>*Include the Fire District name and code # if fire or comprehensive coverage is provided</i>								
						COVERAGES	COVERED AUTO SYMBOLS	LIMITS			DEDUCTIBLE			
LIABILITY	<input type="checkbox"/>	61	<input type="checkbox"/>	87	CSL	<input type="checkbox"/>	BI	EA PER	\$					
	<input type="checkbox"/>	62	<input type="checkbox"/>	68	BI EACH ACCIDENT	\$								
	<input type="checkbox"/>	63	<input type="checkbox"/>	71	PROPERTY DAMAGE	\$								
	<input type="checkbox"/>	64												
MEDICAL PAYMENTS	<input type="checkbox"/>	62	<input type="checkbox"/>	64	EACH PERSON	\$								
	<input type="checkbox"/>	63	<input type="checkbox"/>	67										
UNINSURED MOTORIST	<input type="checkbox"/>	62	<input type="checkbox"/>	66	CSL	<input type="checkbox"/>	BI	EA PER	\$					
	<input type="checkbox"/>	63	<input type="checkbox"/>	67	BI EACH ACCIDENT	\$								
	<input type="checkbox"/>	64												
UNINSURED/UNDERINSURED MOTORIST	<input type="checkbox"/>	62	<input type="checkbox"/>	66	CSL	<input type="checkbox"/>	BI	EA PER	\$					
	<input type="checkbox"/>	63	<input type="checkbox"/>	67	BI EACH ACCIDENT	\$								
	<input type="checkbox"/>	64												
UNINSURED MOTORIST	<input type="checkbox"/>	62	<input type="checkbox"/>	66	PROPERTY DAMAGE	\$								
	<input type="checkbox"/>	63	<input type="checkbox"/>	67										
	<input type="checkbox"/>	64												
NON-TRUCKERS HIRED/BORROWED	<input type="checkbox"/>	YES	STATES		COST OF HIRE	<input type="checkbox"/>	IF ANY BASIS							
	<input type="checkbox"/>	NO			\$									
HIRED/BORROWED LIABILITY	<input type="checkbox"/>	YES	STATES		COST OF HIRE	<input type="checkbox"/>	IF ANY BASIS							
	<input type="checkbox"/>	NO			\$									
NON-OWNED AUTO LIABILITY	<input type="checkbox"/>	YES	STATES		GROUP TYPE		NUMBER OF							
	<input type="checkbox"/>	NO			EMPLOYEES									
					VOLUNTEERS									
					PARTNERS									
OTHER														
OTHER														

COVERED AUTO SYMBOLS		(64) OWNED COMMERCIAL AUTOS ONLY	(67) SPECIFICALLY DESCRIBED AUTOS	(70) YOUR TRAILERS IN THE POSSESSION OF ANOTHER TRUCKER UNDER A TRAILER INTERCHANGE AGREEMENT
(61) ANY AUTO	(62) OWNED AUTOS ONLY	(65) OWNED AUTOS SUBJECT TO NO-FAULT	(68) HIRED AUTOS ONLY	(69) TRAILERS IN YOUR POSSESSION UNDER A TRAILER INTERCHANGE AGREEMENT
(63) OWNED PRIVATE PASS AUTOS ONLY	(66) OWNED AUTOS SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW			(71) NON-OWNED AUTOS ONLY

ENDORSEMENTS

PERSONAL INFORMATION ABOUT YOU MAY BE COLLECTED FROM PERSONS OTHER THAN YOU. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTION ON HOW TO SUBMIT A REQUEST TO US.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

I UNDERSTAND AND ACKNOWLEDGE THAT UNINSURED MOTORISTS (UM) AND UNDERINSURED MOTORISTS (UIM), BODILY INJURY (BI) AND PROPERTY DAMAGE (PD) COVERAGES HAVE BEEN EXPLAINED TO ME. I HAVE BEEN OFFERED THE OPTIONS OF SELECTING UM/UIM OR UM LIMITS EQUAL TO MY LIABILITY LIMITS, UM/UIM OR UM LIMITS LOWER THAN MY LIABILITY LIMITS, OR TO REJECT UM/UIM BI, UMBI, AND/OR UM, PD OR UM/UIMPD COVERAGES ENTIRELY.

1. I SELECT THE UM/UIM BI AND/OR PD LIMIT(S) INDICATED IN THIS APPLICATION. _____ (INITIALS)

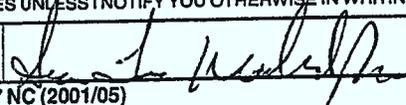
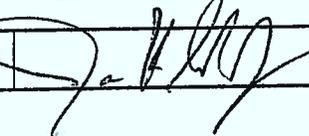
2. I REJECT UIM BI COVERAGE. _____ (INITIALS)

3. I REJECT UIM PD COVERAGE. _____ (INITIALS)

4. I REJECT UM/UIM BI AND PD COVERAGE IN ITS ENTIRETY. _____ (INITIALS)

5. I REJECT ONLY UM/UIM PD COVERAGE IN ITS ENTIRETY. _____ (INITIALS)

I UNDERSTAND THAT THE COVERAGE SELECTION AND LIMIT CHOICES INDICATED HERE WILL APPLY TO ALL FUTURE POLICY RENEWALS, CONTINUATIONS AND CHANGES UNLESS I NOTIFY YOU OTHERWISE IN WRITING.

APPLICANT'S SIGNATURE		DATE	10-7-11	PRODUCER'S SIGNATURE	
-----------------------	-------------------------------------------------------------------------------------	------	---------	----------------------	--------------------------------------------------------------------------------------

ACORD 137 NC (2001/05)

NORTH CAROLINA REINSURANCE FACILITY STATEMENT OF ELIGIBILITY FOR CESSION OF HIGHER COVERAGE LIMITS – COMMERCIAL AUTOMOBILE

The statutes creating the North Carolina Reinsurance Facility authorize the Facility to accept bodily injury and property damage liability limits up to 100/300/50. The Facility is further authorized to:

"accept motor vehicle insurance or financial responsibility limits in the amounts required by any federal law or federal agency regulation; by any law of this state; or by any rule duly adopted under Chapter 150B or by the North Carolina Utilities Commission."

A North Carolina policy, otherwise eligible for cession to the Facility, with coverage limits above 100/300/50 may be issued and the coverage limits above 100/300/50 remain eligible for cession to the Facility provided such higher coverage limits are required by any federal law or federal agency regulation, by any law of this state, or by any rule duly adopted under Chapter 150B of the General Statutes or by the North Carolina Utilities Commission.

INSURED'S NAME Around Town Shuttle

INSURED'S ADDRESS 6073 REEDY BRANCH Rd WINTERVILLE, NC 28590
(Please print)

COVERAGE LIMITS REQUESTED _____

Coverage limits above 100/300/50 are requested in order to comply with the requirements of:

(check applicable box)

- a. Federal Motor Carrier Safety Administration (identify)
- b. Other Federal Law or Regulation _____ (identify)
- c. Rule Adopted by the North Carolina Utilities Commission _____ (identify)
- d. Rule Adopted under Chapter 150B _____ (identify)
- e. Other North Carolina Law _____ (identify)

I CERTIFY THAT:

- (1) I am required under the rule, law or regulation identified above to purchase bodily injury and property damage liability limits in the amounts requested above;
- (2) I am not requesting the higher limits set forth above for the purpose of satisfying a contractual requirement or a requirement other than the rule, law or regulation identified above; and
- (3) I will promptly notify my insurer if and when I cease being required under the rule, law or regulation identified above to purchase the coverage limits requested.

Certified by: Sam T Woolard dba Around Town Shuttle

Insured's Name Sam T Woolard
(Please print)

by: Sam T. Woolard
Print Name

Sam T Woolard
Signature

Title

10-7-11
Date

NOTE: The insured must complete and sign a copy of Form NCRF-30 and the signed form, or a copy thereof, must be retained in the ceding company's file.

NCRF-30 (Ed. 10/07)



**COORDINATED
PUBLIC TRANSPORTATION
AND
DISABLED SERVICES
TRANSPORTATION PLAN**

To be adopted
December 1, 2011

TABLE OF CONTENTS

- I. MISSION STATEMENT
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- IV. COMPETITION
- V. MANAGEMENT
- VI. FINANCE
- VII. BALANCE SHEET
- VIII. ADVERTISING OPPORTUNITY

MISSION STATEMENT

Mission Statement

Our mission is to serve the public in a fair and honest way.

We hope to respectfully transport the elderly and disabled to enrich their lives.

While performing these tasks,

it is hoped for and expected from our efforts that a decent profit will be gathered

We believe that by adding an alterantive to the services out there,

people will appreciate our efforts.



BUSINESS DESCRIPTION

Description of Products and or Service and Operating Hours

"Around Town Shuttle" is a new Taxi Service and Non-Emergency Medical Transportation

I will service normal Taxi Service and non-emergency medical transportation to public.

"Around Town Shuttle" located in Winterville, NC will provide Taxi Service and Non-Emergency Medical Transportation to the Pitt County Area from 8:00 a.m. to 12 p.m. Midnight Monday through Sunday

MARKETING

Advertising/Promotions

"Around Town Shuttle" uses a variety of media to promote the business.

Fliers or Leaflets are the primary way to reach potential clients. Additionally to local correspondence and marketing campaigns I intend a direct sales approach to hotels, airport, churches, local businesses and retirement homes.

Two of the hotels contacted expressed their loyalty to "Around Town Shuttle" because of a current working relationship with me in an unrelated business.

COMPETITION

Direct Competition

"Around Town Shuttle" is the thirteenth Non-Emergency Medical Transportation business in Pitt County. However only three of the companies offer services for the disabled.

The list of private providers located in Pitt County is as follows:

- **A Plus Courier – ambulatory only**
- **Aladdin Taxi – ambulatory and disabled**
- **Door to Door – ambulatory and disabled**
- **Express Cab – ambulatory only**
- **Jacquelyn McNair – ambulatory only**
- **Just Transportation – ambulatory only**
- **Med 1 Medical Transport – ambulatory and disabled**
- **Mobile Transportation – ambulatory only**
- **R & J Transportation – ambulatory only'**
- **Reliable Transport – ambulatory only**
- **Starliner Cab, Farmville – ambulatory only'**
- **Suggs Transportation – ambulatory only**
- **Unlimited Transport – ambulatory only**

Indirect Competition

Great Greenville Area Transportation

PATS Pitt Area Transit System

ECU East Carolina University

MANAGEMENT

I have managed my business for the last 20 years. My strengths are organization and people skills as well as a commitment to a job well done.

Personnel

Drivers will come from a pool of loyal current associates that are willing to meet my standards.

FINANCE

How well I manage the business's finances determines my level of success as a business owner. So, it is important that I apply sound financial management skills early on. My ability to effectively manage money assures that either have access to funds needed to meet monthly expenses, or it means that I can at least get access to these funds through loans.

Budgeted Expenses	Overall	Per Mile
Vans	\$5,000.00	\$0.10 Based on 50,000 miles per year
Fuel		\$0.37 Based on \$3.75 per gallon
Repairs	\$200.00	\$0.20 Monthly Escrow
Wages	\$400.00	\$0.40 Based on 1000 miles per week
Advertising	\$50.00	\$0.05 Based on \$600.00 per year
Office	\$30.00	\$0.03 Based on \$360.00 per year
Insurance	\$1,800.00	\$0.36 Based on \$1800.00 per year
		\$1.51

BALANCE SHEET

The expenses listed above reflect the money that "Around Town Shuttle" must pay to run the business. The continual expenses -- those that must be paid each month, are the fuel, insurance and wages. All other expenses are a one time payment as deemed necessary.

These expenses also represent financial assumptions, which are variables upon which income projections are made. Example of financial assumptions and their explanations follows:

	Assets	Liabilities
Bank Account	\$1,000.00	
Van #1	\$4,869.00	
Insurance		\$200.00
Office	\$200.00	
Advertising	\$60.00	
Wages		\$400.00
Totals	\$6,129.00	\$600.00

ASSUMPTION

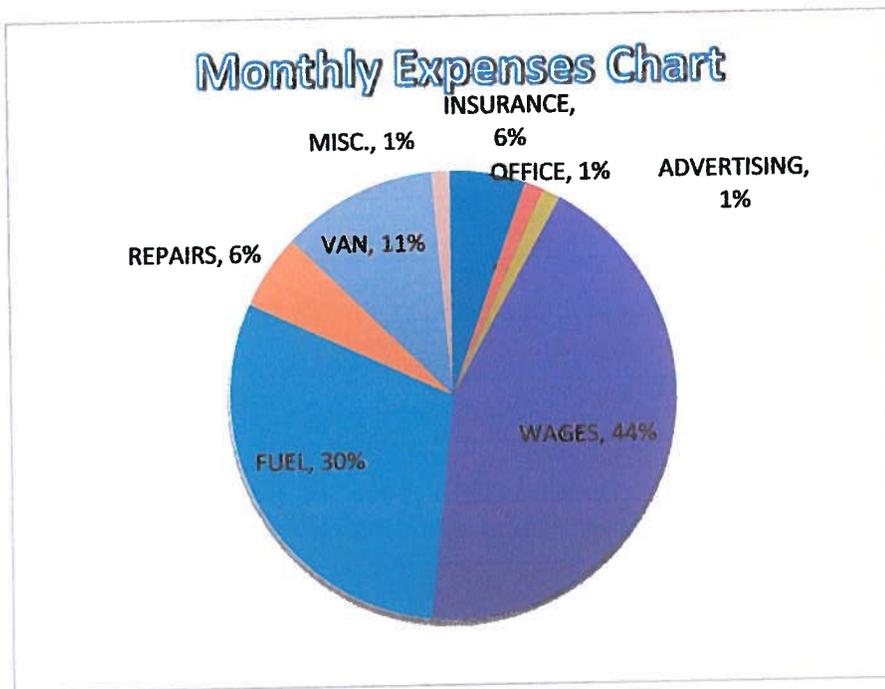
Wages to be paid to me until an employee is needed.

Budget/Spending Plan

Monthly Income	
Item	Amount
Estimated monthly net income	\$5,550.00
Other income	
Total	\$5,550.00



Monthly Expenses	
Item	Amount
INSURANCE	\$200.00
OFFICE	\$50.00
ADVERTISING	\$50.00
WAGES	\$1,600.00
FUEL	\$1,110.00
REPAIRS	\$200.00
VAN	\$416.70
MISC.	\$50.00
Total	\$3,676.70



A GREAT MARKETING OPPORTUNITY!

Around Town Shuttle offers area agencies and businesses the opportunity to place advertisements on Around Town Shuttle Vehicles with three different sizes available.

Advertising on our fleet can be a great marketing opportunity for your program, agency or business.

Around Town Shuttle provides public transportation to all areas of Pitt County. Your advertisement can be seen as much as 12 hours in one day.

Advertisements will run in 12 month contracts. Vehicle ads will be in the following three sizes:

20" x 120" \$100.00/month

20" x 72" \$75.00/month

20" x 36" \$45.00/month

The above rates do not include removable artwork, which will be completed by the vendor of your choice. Your agency/business will be responsible for working with your selected vendor to develop your advertisement. You will also be responsible for paying your selected vendor for the artwork itself.

Advertising Contract

This CONTRACT AND AGREEMENT made and entered into this _____ day of _____, _____, by and between "Around Town Shuttle" and _____, hereinafter referred to as LESSEE.

Whereas "Around Town Shuttle" operates a transportation system and desires to lease advertising space "Around Town Shuttle" transportation vehicles fleet for the "SCHEDULE OF FEES" set out in this CONTRACT.

TERM

The term of this contract is from _____, through _____.
The term may be extended if requested by LESSEE at the sole option of the "Around Town Shuttle".

SCHEDULE OF FEES

- 20" x 120" sign \$100.00/month
- 20" x 72" sign \$75.00/month
- 20" x 36" sign \$45.00/month

PAYMENT

Payments shall be made quarterly in advance. The first quarterly payment shall be made at least 10 (ten) working days prior to affixing a sign to the vehicle. Subsequent quarterly payments shall be made at least 10 (ten) working days prior to the beginning of the quarter to which the payment applies.

If payment is not made by the first day of the quarter, "Around Town Shuttle" reserves the right to remove the advertisement and bill the LESSEE for the cost of removal.

LESSEE'S RESPONSIBILITIES

1. Pay for all production costs incurred in the design, production, and installation of advertising.
2. Pay all expenses associated with the removal of advertising on vehicles utilized in the advertising process.
3. Affix no advertising mounted anywhere on the vehicle except on the "high top" cap of transit vehicle.
4. Be totally responsible for sign repair and replacement thereof.
5. Utilize only vinyl panels affixed directly to vehicles in such a manner that the removal thereof will not damage nor deface vehicles in any fashion.
6. Utilize only one piece vinyl material panels that are 20" tall and either 36", 72", or 120" wide.

"AROUND TOWN SHUTTLE" RESPONSIBILITIES

1. Review and approve or disapprove the design of the LESSEE's proposed sign within 15 (fifteen) working days after receipt by "Around Town Shuttle".
2. Suspend the collection of lease payments if a vehicle bearing an advertisement is out of service for more than 10 (ten) working days.

(Signature of LESSEE) (Date)

(Signature of "Around Town Shuttle" Agent) (Date)



GREENVILLE POLICE DEPARTMENT

MEMORANDUM

October 31, 2011

TO: Chief William Anderson
FROM: Cpl. C.B. Viverette
SUBJECT: Taxi/Limousine Operator Application for Sam Tim Woolard d/b/a Around Town Shuttle

DMV

*** DRIVER LICENSE STATUS: CLS C ACTIVE ***

10-16-08 12-10-16 REN ISS: CLS C EN:M RS:0
08-17-06 ACDNT: PITT COUNTY, NC
ACDNT: CASE ID:101810121

AOC

No New Record

DCI

No New Record

NEW WORLD

No Record

NCAWARE

No Record

Based on the above information, I recommend approval of the request by Mr. Sam Tim Woolard for his franchise, Around Town Shuttle.

Carol Barwick

From: Michael Dail
Sent: Friday, October 28, 2011 11:32 AM
To: Carol Barwick
Cc: Merrill Flood; Christopher Padgett
Subject: Around Town Shuttle

Carol,

The proposed location of Mr. Woolard's business is located outside of the City of Greenville's jurisdiction. Therefore there are no related zoning issues concerning this taxi cab franchise.

Thanks

Michael R. Dail, II
Planner
City of Greenville
Community Development Dept.
(252) 329-4116



FINANCIAL SERVICES MEMORANDUM

TO: Carol L. Barwick, City Clerk's Office

FROM: Brenda Matthews, Financial Services Collections

DATE: October 28, 2011

SUBJECT: Franchise Applications for:
Sam Tim Woolard/dba Around Town Shuttle

We have checked Collections records for taxes, licenses, citations, parking fees, rescue transports, and miscellaneous receivables owed in the name above. We did not find any debt owed in the name Name of Sam Tim Woolard or Around Town Shuttle.

There were no unpaid property tax records in the names and/or addresses of the above individual or business name.

If I can provide further assistance, please call.

CC: Bernita Demery, Director of Financial Services
Kimberly Branch, Financial Services Manager

Doc # 177282 v 15



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Resolution accepting dedication of rights-of-way and easements for Langston West, Section 2 and Persimmon Place

Explanation: In accordance with the City's Subdivision regulations, right-of-ways and easements have been dedicated for Langston West, Section 2 (Map Book 74 at Page 189) and Persimmon Place (Map Book 74 at Page 56 and Map Book 75 at Page 27). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plats showing the rights-of-way and easements are also attached.

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

Recommendation: Adopt the attached resolution accepting dedication of rights-of-way and easements for Langston West, Section 2 and Persimmon Place.

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

Attachments / click to download

- [Langston West Section 2](#)
- [Persimmon Place 1](#)
- [Persimmon Place 2](#)
- [December 2011 Right of Way Resolution 910015](#)

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

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

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

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

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

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

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

Langston West, Section 2	Map Book 74	Page 189
Persimmon Place	Map Book 75	Page 27
Persimmon Place	Map Book 74	Page 56

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

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

Adopted the 14th day of November, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

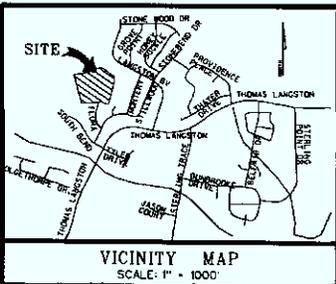
I, _____, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was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

WITNESS my hand and official seal this the 14th day of November, 2011.

Notary Public

My Commission Expires:

899296



Doc ID: D1083886001 Type: CRP
Recorded: 04/24/2011 at 01:48:46 PM
Fee Amt: \$21.00 Page 1 of 1
File County: NC
Deborah T. Barrington REG. DEEDS
BX 74 PG 189

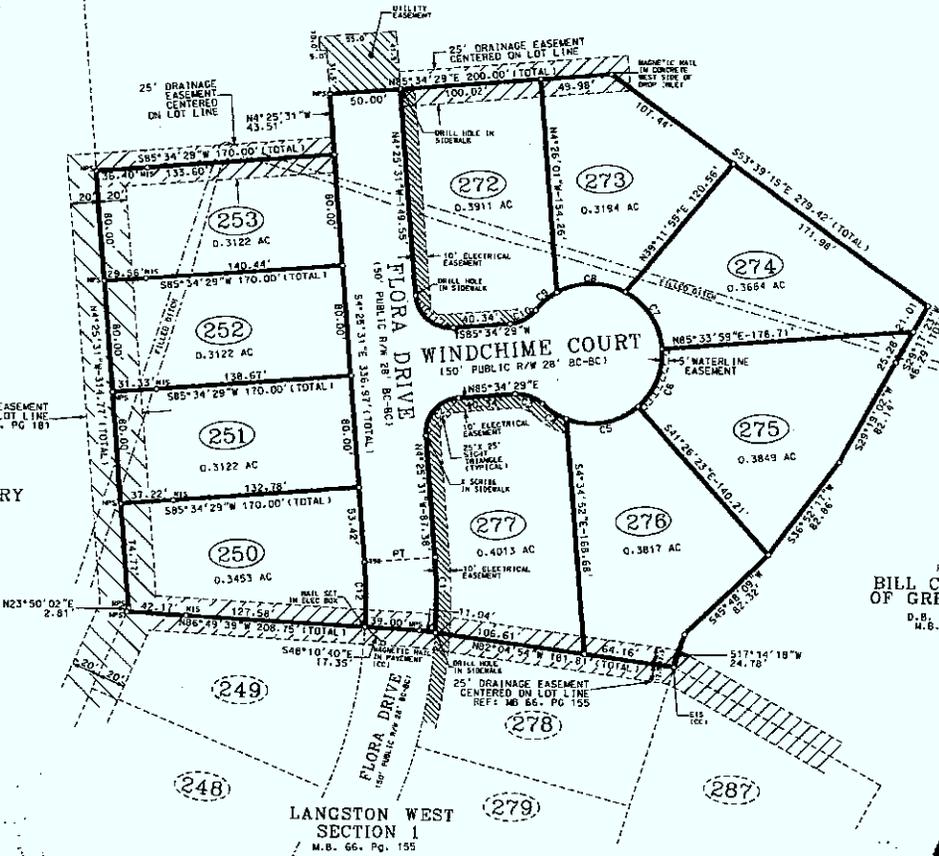
SITE DATA	
NUMBER OF LOTS CREATED.....	10
TOTAL AREA IN TRACT.....	4.2424 AC
AREA IN COMMON AREA.....	0
AREA IN PARKS, RECREATION AREAS AND THE LIKE.....	0

PN 69714
BILL CLARK HOMES OF GREENVILLE, LLC
D.B. 1859, Pg. 119
M.B. 62, Pg. 181

CURVE DATA			
C1 R=400.00' Δ=7°39'53" L=53.36' CH=80°33'40"W 53.92'	C2 R=25.00' Δ=90°00'00" L=35.36' CH=80°34'29"E 20.41'	C3 R=25.00' Δ=57°11'23" L=21.02' CH=57°19'50"E 20.41'	C4 R=50.00' Δ=23°07'30" L=20.18' CH=55°47'53"E 20.04'
C5 R=50.00' Δ=6°17'52'50" L=54.00' CH=19°41'56" 51.41'	C6 R=50.00' Δ=52°41'28" L=45.38' CH=52°24'47"E 44.38'	C7 R=50.00' Δ=51°52'30" L=50.31' CH=49°22'12"W 46.39'	C8 R=50.00' Δ=7°41'56" L=46.41' CH=58°22'15"W 48.25'
C9 R=50.00' Δ=2°06'31" L=20.17' CH=58°55'21"W 20.63'	C10 R=25.00' Δ=38°11'23" L=21.02' CH=48°25'31"W 20.41'	C11 R=25.00' Δ=30°00'00" L=35.38' CH=48°25'31"W 35.36'	C12 R=350.00' Δ=7°35'53" L=46.41' CH=50°37'35"E 46.38'

PITT COUNTY SOUTHWEST ELEMENTARY SCHOOL
D.B. 2281, Pg. 34
M.B. 99, Pg. 119

LEGEND
NPS = NO POINT SET
EIP = EXISTING IRON PIPE
EIR = EXISTING IRON ROD
CH = CHORD
PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
R = RADIUS
Δ = DELTA
BC = BACK OF CURB
AC = ACRES
L = CURVE LENGTH
AL = CENTERLINE
R/W = RIGHT-OF-WAY
CC = CONTROL CORNER
NIS = NEW IRON STAKE



- GENERAL NOTES:**
1. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 3. THIS PROPERTY IS LOCATED ON FIRM PANEL NUMBER 3720466600 DATED 1-2-04. THERE ARE NO SPECIAL FLOOD HAZARD AREAS LOCATED ON THIS PANEL.
 4. IRONS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
 5. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THEREOF, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANDLES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPROVED SURFACES, SHALL ENCRoACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.

PN 69714
BILL CLARK HOMES OF GREENVILLE, LLC
D.B. 1859, Pg. 119
M.B. 62, Pg. 181

MAP FOR RECORD
LANGSTON WEST SECTION 2
REFERENCE: DEED BOOK 1859, PAGE 119 AND MAP BOOK 62, PAGE 181
GREENVILLE, WINTERVILLE TWP., PITT COUNTY, NORTH CAROLINA



SURVEYOR'S CERTIFICATION
EDWARD O. BARRON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION. I HAVE RECORDED THIS PLAT IN BOOK 62, PAGE 189 OF THE PUBLIC RECORDS OF PITT COUNTY, NORTH CAROLINA. I HAVE REFERENCED THEREIN THAT THE BOUNDARIES NOTED THEREON ARE CORRECT AS INDICATED AS DRAWN FROM INFORMATION FORM A DEED BOOK 1859, PAGE 119 OF THE PUBLIC RECORDS OF PITT COUNTY, NORTH CAROLINA. I HAVE REFERENCED THEREIN THAT THE RATIO OF PRECISION IS 1:31,707 AS REQUIRED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (1)(h) OF THIS SURVEY I CREATE A SUBDIVISION OF LAND WITH A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 22ND DAY OF AUGUST, 2011.
SIGNED: *Edward O. Barron*
PROFESSIONAL LAND SURVEYOR L-3634

OWNER: BILL CLARK HOMES OF GREENVILLE, LLC 200 E. ARLINGTON BLVD. GREENVILLE, NC 27858 (252) 355-5805		SOURCE OF TITLE THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: DEED BOOK 1859 PAGE 119 DEED BOOK 1829 PAGE 119 <i>Edward O. Barron</i> N.C. REG. NO. L-3634		OWNERS STATEMENT THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF <i>Bill Clark</i> OWNER SWORN AND SUBSCRIBED TO BEFORE ME THIS 22ND DAY OF AUGUST, 2011. <i>William C. Stephens</i> NOTARY PUBLIC/ MY COMMISSION EXPIRES ON		APPROVAL THIS FINAL PLAT, 11-36 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 11TH DAY OF MAY, 2011. SIGNED: <i>Anthony Pratt</i> CITY PLANNER		DEDICATION THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT. SIGNED: <i>Bill Clark</i> ATTEST: <i>Anthony Pratt</i>		REVIEW OFFICER'S CERTIFICATE I, <i>Edward O. Barron</i> , REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS REFERRED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. REVIEW OFFICER DATE: 8/22/11	
STROUD ENGINEERING, P.A. 107-B COMMERCE STREET GREENVILLE, NC 27858 (252) 756-9352 LICENSE NO. C-0647	SURVEYED: HOB DRAWN: <i>Q</i> /HOB CHECKED: HOB	APPROVED: HOB DATE: 4-26-11 SCALE: 1" = 60'	SHEET 1 OF 1 PARCEL NO. 80656		REVISED 8-17-11 GUC COMMENTS		P-1051-7-002 DRAWING NO: 009		DRAWING NAME: MFR WEST SEC 2.dgn		

Doc ID: 01089908001 Type: CIP
 Recorded: 10/31/2011 at 04:23:06 PM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Deborah T. Harrington REG. OF DEEDS
 BK 75 PG 27

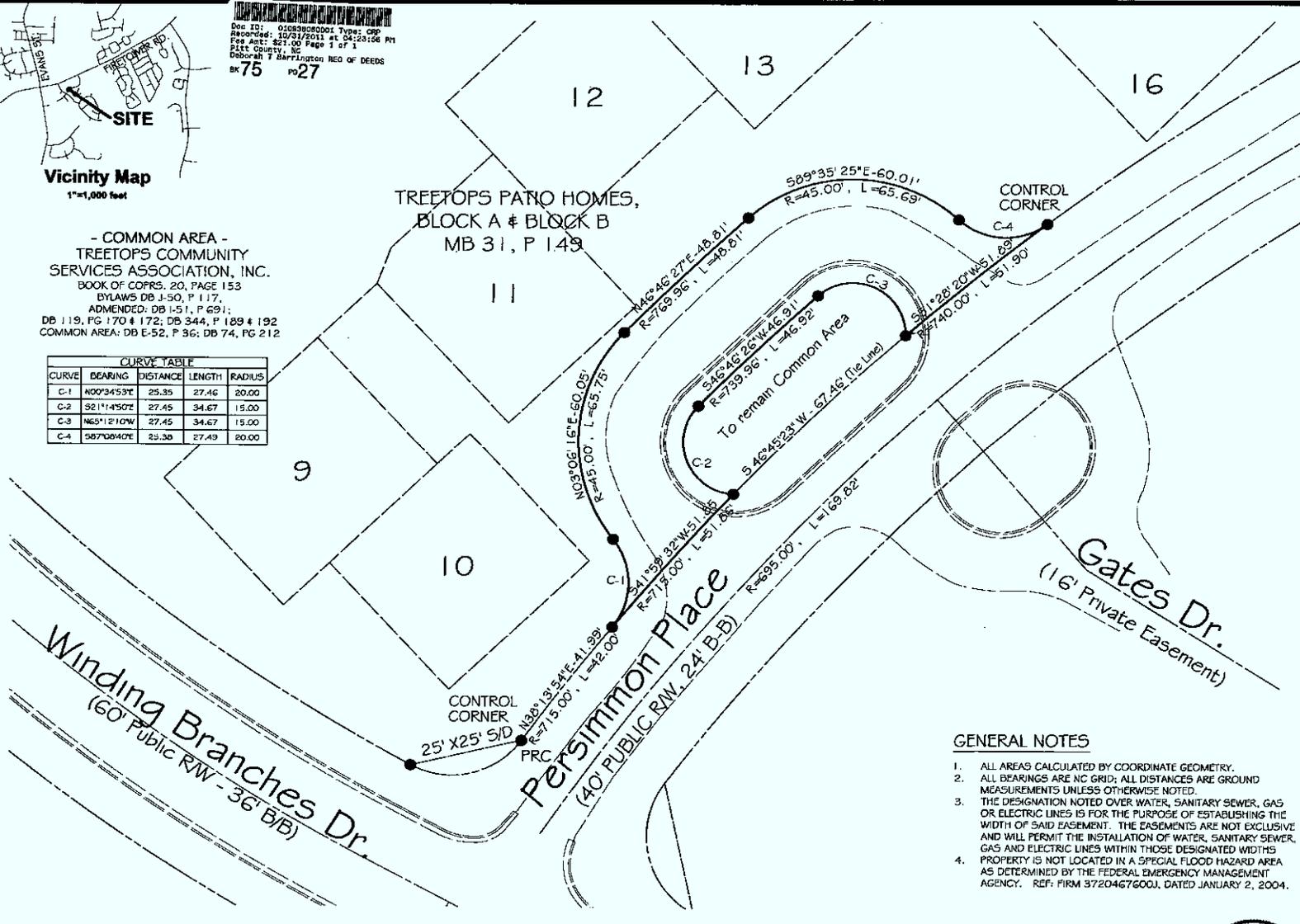


Vicinity Map
 1"=1,000 feet

- COMMON AREA -
 TREETOPS COMMUNITY
 SERVICES ASSOCIATION, INC.
 BOOK OF COPRS. 20, PAGE 153
 BYLAWS DB J-50, P 117,
 AMENDED: DB I-51, P 691;
 DB 119, PG 170 & 172, DB 344, P 189 & 192
 COMMON AREA: DB E-52, P 56; DB 74, PG 212

CURVE	BEARING	DISTANCE	LENGTH	RADIUS
C-1	N00°34'53"E	25.35	27.46	20.00
C-2	S21°14'50"W	27.45	34.67	15.00
C-3	N65°12'10"W	27.45	34.67	15.00
C-4	S87°08'04"E	25.30	27.49	20.00

TREETOPS PATIO HOMES,
 BLOCK A & BLOCK B
 MB 31, P 149



- LEGEND**
- ▲ - NC65 CONTROL MONUMENT
 - - P.K. NAIL SET
 - - IPS = IRON PIPE SET, POINTS NOT LABELED
 - - EIP = EXISTING IRON PIPE
 - - POC = POINT ON CURVE
 - - PRC = POINT OF REVERSE CURVE
 - - PCC = POINT OF COMPOUND CURVE

SURVEYORS CERTIFICATION

I, BILLY LEE MERRILL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION) RECORDED IN BOOKS REFERENCED HEREIN; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOKS REFERENCED HEREIN; THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHODS IS 1: 20,000; 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 ± 50MM
 TYPE OF GPS FIELD PROCEDURE: RTK NETWORK
 DATE(S) OF SURVEY: MARCH 16-17, 2009
 DATUM / EPOCH: NAD83/2007, NAVD 83
 PLUS SPECIFIED CONTROL MONUMENTS USED: CONCRETE, WOODEN, CONCRETE LUPITON, CUM
 GEOD MODEL: GEOD 03
 COMBINED GRID FACTOR: 0.9999956803
 UNITS: US SURVEY FOOT

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

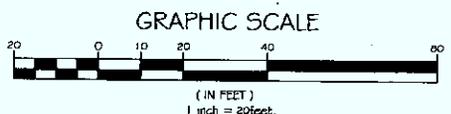
I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (B) 1(a), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 19th DAY OF September, 2011.

SIGNED: _____
 PROFESSIONAL LAND SURVEYOR No. L-2956

GENERAL NOTES

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- ALL BEARINGS ARE NC GRID; ALL DISTANCES ARE GROUND MEASUREMENTS UNLESS OTHERWISE NOTED.
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720467600, DATED JANUARY 2, 2004.



SITE DATA

NUMBER OF LOTS CREATED	0
TOTAL AREA	5,062 SQ. FT.
AREA IN STREET RIGHT OF WAY	5,062 SQ. FT.
AREA IN PARKS, RECREATION AREAS	0.00 ACRES



FINAL PLAT
PERSIMMONS PLACE
 ADDITIONAL STREET DEDICATION
 GREENVILLE, WINTERSVILLE TOWNSHIP, PITT COUNTY NORTH CAROLINA

PROPERTY OWNER:
 TREETOPS COMMUNITY SERVICES ASSOC., INC.
 c/o HOA Management Co.
 3493-D S. Evans St.
 Greenville, NC 27834

City of Greenville Public Works, Engineering 1500 BEATTY STREET GREENVILLE NC, 27834 (252) 328-4467	SURVEYED: BLM DRAWN: BLM CHECKED: TC	APPROVED: WA DATE: 09/19/11 SCALE: 1" = 20'
------------------------------------------------------------------------------------------------------------------------	--------------------------------------------	---------------------------------------------------

SHEET 1 OF 1

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENTS IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA ARE:
 DEED BOOK E-52 PAGE 36
 DEED BOOK 74 PAGE 212
 DEED BOOK 151 PAGE 691

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:
 SIGNED: _____
 SWORN AND SUBSCRIBED BEFORE ME THIS 19th DAY OF September, 2011.

 NOTARY PUBLIC, MY COMMISSION EXPIRES _____

APPROVAL
 THIS FINAL PLAT NO. FP-2011-35 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THIS 28th DAY OF SEPTEMBER, 2011.

SIGNED: _____
 CITY PLANNER

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

SIGNED: _____
 ATTEST: _____

REVIEW OFFICERS 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.

SIGNED: _____
 REVIEW OFFICER
 DATE: 10/31/11



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Municipal agreement with the North Carolina Department of Transportation for construction of a sidewalk along Charles Boulevard from Red Banks Road to Hyde Drive

Explanation: The agreement includes the participation of the City and the North Carolina Department of Transportation (NCDOT) in the construction of approximately 3,750 linear feet of 5' wide concrete sidewalk along the west side of Charles Boulevard from Red Banks Road to Hyde Drive. NCDOT has agreed to provide \$50,000 in funds to assist in the construction of the sidewalk. The City will be responsible for the remaining \$66,213 to completely fund the project.

Construction is scheduled for 2012.

Fiscal Note: Powell Bill (gas tax) funds will be utilized for the City's portion of this project.

Recommendation: Approve the new municipal agreement with NCDOT for construction of a sidewalk along Charles Boulevard from Red Banks Road to Hyde Drive.

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

Attachments / click to download

[Municipal Agreement for Charles Blvd Sidewalk](#)

NORTH CAROLINA
PITT COUNTY

SIDEWALK AGREEMENT

DATE: 9/9/2011

NORTH CAROLINA TRANSPORTATION OF
TRANSPORTATION

AND

Project: ER-2971 B

WBS Elements: 3602.3.10

CITY OF GREENVILLE

CFDA: 20.205

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greenville, a municipal corporation, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU) requires that Surface Transportation Program funds be available for transportation enhancement activities in the Statewide Transportation Improvement Program; and,

WHEREAS, the Municipality has requested enhancement funding for the construction of sidewalks in Pitt County; and,

WHEREAS, the Department has agreed to participate in the cost of said sidewalks subject to the conditions hereinafter set forth;

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

GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

Agreement ID #2665

1

PERSON IN RESPONSIBLE CHARGE

If the Municipality is performing the work under this Agreement, then the Municipality shall designate a person, or persons, to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the Local Programs Management Handbook.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

SCOPE OF THE PROJECT

1. The Project consists of construction of a 5 foot wide concrete sidewalk extending approximately 3750 linear feet along the west side of Charles Boulevard from Red Banks Road to Hyde Drive in Greenville.

PROFESSIONAL SERVICES

2. If the Municipality causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
 - A. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
 - B. The Municipality, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Rules and Regulations for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32, and Title 23 of the Code of Federal Regulations, Part 172. The Municipality shall comply with the policies and standards for negotiated contracts as contained in the Federal-Aid Policy Guide, Part 172; said policies and standards being incorporated in this Agreement by reference, and currently available at (www.fhwa.dot.gov/legsregs/legislat.html).
 - C. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of any professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.
 - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the total construction cost. This applies to private engineering firms and/or work performed by the Municipality and/or the Department. The Municipality and/or its agent, shall perform project administration in accordance with all Departmental and Federal policies and procedures.

PLANNING AND DESIGN

3. The Municipality, shall be responsible for the preparation of all environmental documentation (Categorical Exclusion), including any environmental permits, required for said project. All work shall be accomplished in accordance with Departmental and Federal procedures and guidelines.

4. The Municipality shall be responsible for the development of the design and preparation of project plans specifications, quantities and details for said project. Said work shall be accomplished in accordance with Departmental and Federal standards and specifications and submitted to the Department for review and approval prior to any work being performed by the Municipality.

UTILITIES AND RIGHT OF WAY

5. The Municipality at no expense or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the project, and provide and/or acquire any needed right of way or construction easements for said project. Acquisition of all right of way and/or construction easements shall be in accordance with the Right of Way Acquisition Policy contained in the Federal-Aid Policy Guide, Part 712, Subpart B; and the North Carolina Department of Transportation Right of Way Manual. The Municipality shall be solely responsible for all damages and claims for damages associated with the acquisition of right of way.

CONSTRUCTION

6. The Municipality shall construct, or cause to be constructed, the project in accordance with the project plans and with Departmental and Federal policies and procedures. The Municipality, and/or its agent, shall let the contract and administer the project in accordance with Title 23 of the Code of Federal Regulations, Part 635; and North Carolina General Statute § 143-129; and the procedures set out herein below:
 - A. The Department's Division Engineer, at his discretion, may assign a resident engineer to the project who shall have the right to inspect any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. The resident engineer will be the Department's representative on the project. The resident engineer will furnish the Municipality with any forms that may be needed in order to follow standard Department practices and procedures in the administration of the contract.
 - B. During construction of the project, if any changes in the sidewalk plans are necessary, such changes must be approved by the Division Engineer prior to the work beginning.
 - C. All materials incorporated into the project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
 - D. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.

- E. During construction of the project, the Municipality shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways* published by the Federal Highway Administration.
- F. The Municipality shall complete said work within one (1) year of execution of this agreement.

FUNDING

- 7. Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of federal funds, the Department shall participate in the actual construction costs of the project not to exceed \$50,000.00, but not more than 60% of the costs of the construction of the sidewalk. Costs which exceed this amount shall be borne by the Municipality.

- A. Upon completion of the project, the Municipality shall bill the Department for actual construction costs as herein stated by submitting an itemized invoice to the Department's Division Engineer. Reimbursement shall be made in one final payment upon receipt and approval of said itemized invoice by the Division Engineer and the Department's Financial Management Division. Said invoice must be submitted within six months of completion and acceptance of the project.

Along with each invoice, the Municipality is responsible for submitting the FFATA Recipient Information Form, which is available at

<http://www.ncdot.gov/programs/Enhancement/ProjectAdministration/Forms/>.

- B. Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/a087/a087.html). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
- C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html), dated June 27,

2003, the Federal Single Audit Act Amendments of 1996, and NCGS § 159-34, the Municipality shall arrange for an independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

- D. The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.
- E. The Municipality agrees that it shall bear all construction costs for which it is unable to substantiate actual costs.
- F. Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.
- G. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

8. Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 Part 26 of the Code of Federal Regulations and the North Carolina Administrative Code. These provisions are

incorporated into this Agreement by reference

www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- A. The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- B. If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

MAINTENANCE

- 9. The Municipality, at its own expense, shall be responsible for all liability and maintenance for said facility.

ADDITIONAL PROVISIONS

- 10. The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- 11. It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.
- 12. The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Financial Management Division.
- 13. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- 14. The Municipality shall certify to the Department compliance with all applicable Federal environmental laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by any entity performing work under contract with the Municipality.

15. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department shall not be held liable by the Municipality for any expenses or obligations incurred for the Project except those specifically eligible for the federal funds and obligations as approved by the Department under the terms of this Agreement. The Department shall not reimburse the Municipality any costs that exceed the total federal funding at any time.
16. The Municipality will indemnify and hold harmless the Department, FHWA, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.
17. All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
18. Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceed the funding award, the Department will bill the Municipality.
19. If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.
20. By Executive Order 24, issued by Governor Perdue, and N.C. G. S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

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

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

WITNESS: CITY OF GREENVILLE
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

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

Approved by _____ of the local governing body of the City of Greenville as attested to by the signature of Clerk _____ of said governing body on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Municipal agreement with North Carolina Department of Transportation for construction of the Green Mill Run Greenway Phase 2 Extension

Explanation: North Carolina Department of Transportation (NCDOT) NCDOT representatives in December 2010 informed the Public Works Department that the original greenway municipal agreement was for the South Tar River Greenway Phase 2 project only. The City placed the Green Mill Run Greenway Phase 2 Extension project on hold until a new municipal agreement was executed prior to moving forward with the design consultant. The new municipal agreement could not be finalized until the South Tar River Greenway Phase 2 project was completed as some funding for the Green Mill Run Greenway may have been required to complete the South Tar River Greenway project. Close-out of the South Tar River Greenway Phase 2 project determined that project costs were such that no funds from the Green mill Run Greenway Phase 2 Extension project were required.

The new municipal agreement for the Green Mill Run Greenway Phase 2 Project is attached. The agreement includes the participation of the City and NCDOT in the construction of approximately 1.4 miles of 10' wide paved multi-use trail along Green Mill Run. The trail will begin at the western terminus of the first phase of Green Mill Run Greenway at Charles Boulevard, across Evans Street, and then along Arlington Boulevard to Evans Park.

Design will begin immediately with construction scheduled to start in fiscal year 2012-2013.

Fiscal Note: The City provides the required 20% local match for the project. The maximum Federal funds available from this agreement are \$1,374,400 with a maximum City match of \$343,600. This project is funded in the FY 2011-2012 Capital Improvement Program.

Recommendation: Approve the attached municipal agreement with NCDOT for construction of the Green Mill Run Greenway Phase 2 Extension.

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

Attachments / click to download

 [Greenmill Run Greenway Agreement](#)

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

PITT COUNTY

DATE: 10/17/2011

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-4996

AND

WBS Elements: PE 41061.1.1

CITY OF GREENVILLE

CON 41061.3.1

OTHER FUNDING: _____

FEDERAL-AID NUMBER: HPP-0220(27)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,374,400

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Greenville, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Section 1702 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes High Priority Projects funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of Greenville has requested federal funding for Green Mill Run Greenway Phase II Extension, hereinafter referred to as the Project, in Pitt County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,374,400 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of a 10-ft wide paved multi-use trail along Green Mill Run with 2-ft shoulders of granite screenings on both sides from the western terminus of the first

phase of Green Mill Run Greenway at Charles Boulevard, across Evans Street, and then along Arlington Boulevard to Evans Park. The total length of the project is approximately 1.4 miles.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of One Million Three Hundred Seventy Four Thousand Four Hundred Dollars (\$1,374,400), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
High Priority Projects	\$1,374,400	80 %	\$343,600	20 %
Total Estimated Cost		\$1,718,000		

4. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, by August 31, 2012, in order to authorize construction funds prior to the end of the Federal Fiscal Year (September 30). In the event additional time is required to complete pre-construction activities, the Department will accept a written request for an extension of time as long as authorization of construction funds can still occur in the same Federal Fiscal Year. Any extensions of time beyond the current Federal Fiscal Year will require a supplemental agreement.

The Municipality shall complete the Project by June 30, 2014. Completion for this Agreement is defined as completion of all construction activities, acceptance of the project, and submission of a final reimbursement package to the Department.

The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering and/or Construction Contract Administration are an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The

Municipality shall bear all costs associated with penalties for violations and claims due to delays.

- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

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

ROW GUIDANCE

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

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

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

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY CERTIFICATION

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

13. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

14. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascrpts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

15. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

16. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

17. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Green Mill Run Greenway Phase II Extension, or as required by an executed encroachment agreement.

18. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of

\$1,374,400 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <http://www.ncdot.gov/programs/Enhancement/ProjectAdministration/Forms/>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

19. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

20. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

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

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for High Priority Projects funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

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

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of

completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

21. SUNSET PROVISION

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

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

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

ATTEST: CITY OF GREENVILLE

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

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

Approved by _____ of the City of Greenville as attested to by the signature of _____ Clerk of the _____ on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of Greenville

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Amendments to the Assignment of Classes to Salary Grades and Ranges and position allocation

Explanation: The Building and Grounds Division of the Public Works Department is bidding/managing an increasing number of building repair/maintenance and grounds maintenance contracts. Staff expects the number of building repair and grounds maintenance contracts will continue to grow as the amount of the City's infrastructure increases and the City attempts to minimize the number of new personnel positions. Therefore, Public Works staff is requesting to convert a vacant Building Facilities Technician II position to a new classification entitled Building Facilities Coordinator. One of the three Building Facilities Technician II positions became vacant in June 2011. The total number of employees working in the Public Works department would be unchanged.

The Building Facilities Coordinator will be assigned to the Buildings and Grounds Division and will report to the Superintendent of Buildings and Grounds. The position will develop scopes of work and requests for proposals, review proposals, make recommendations for award, and manage contracts for those projects/services typically managed by the Buildings and Grounds Division. The type of work the Division performs includes roof repair/replacement, HVAC repair/replacement, window and door repair/replacement, building demolition, and right-of-way, cemetery and flood lot mowing. This position will also maintain the Division's project/contract files and records.

This position change is essential to organizing the Building and Grounds Division that the City will need in the future.

Job Title	Current Number of Positions	Revised Number of Positions	Pay Grade
Building Facilities Technician II	3	2	112
Building Facilities Coordinator	n/a	1	113

Fiscal Note:

The Building Facilities Coordinator will be assigned to Pay Grade 113 with a base salary of \$41,558.40, and the Building Facilities Technician II position is in Pay Grade 112 with a base salary of \$38,833.60. The difference between the two positions' base salary is \$2,724.80. The salary included in the budget for the now vacant Building Facilities Technician II position is above the base salary of the Building Facilities Coordinator position. Sufficient funds are available in the department's current budget to cover this request.

Recommendation:

Approve the amendments to the Assignment of Classes to Salary Grades and Ranges; and Position Allocation

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Interlocal cooperative purchasing contract for rear-mounted aerial platform fire truck

Explanation: This is a request to enter an interlocal contract for cooperative purchasing with the Houston-Galveston Area Council for the purchase of a 2010 Pierce Arrow rear-mounted aerial platform truck. This agreement is allowable under N.C.G.S. 143-129(e)(3), which allows local governments to purchase from suppliers who are selected through a group purchasing program that is a “formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies.”

The Houston-Galveston Area Council (H-GAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 35 elected officials. The H-GAC Board awards all contracts, which then makes them available to local governments nationwide through HGACBuy. Local governments can join HGACBuy by executing an interlocal contract to participate in HGACBuy. The contract sets out the conditions, requirements, and processes through which an entity’s purchase orders are received, confirmed to contract, and processed.

HGACBuy uses mass circulation, minority emphasis print media, and internet services to post legal notices and bid solicitations. Thus, posting of public notices to solicit bids and the formal competitive bid process are satisfied through HGACBuy procedures.

There is no cost to the City of Greenville for joining HGACBuy. HGACBuy assesses the contractor with an administrative fee. This administrative fee will be included in the purchase price of the vehicle.

Fiscal Note: The purchase price of this vehicle through HGACBuy is expected to be \$936,285. A firm purchase price will be received from HGACBuy after the City

enters into the contract for cooperative purchasing. Under the terms of a separate interlocal agreement, Pitt County Memorial Hospital will provide one-fourth of the cost (\$234,071), East Carolina University will provide one-fourth of the cost (\$234,071), and the remainder (\$468,143) is available in the City's Vehicle Replacement Fund for 2011-2012.

Recommendation: Approve the attached interlocal cooperative purchasing contract with the Houston-Galveston Area Council for the purpose of purchasing a 2010 Pierce rear-mounted aerial platform fire truck. The approval of the purchase of the fire truck is expected to occur at the December 8, 2011 meeting after a firm purchase price is received.

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

Attachments / click to download

 [HGACBuy Interlocal Contract](#)

**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC
No.: _____
Permanent Number assigned by HGAC

THIS INTERLOCAL CONTRACT (Contract), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 91, Texas Government Code (the Act), by and between the Houston- Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as End User, having its principal place of business at * _____

W I T N E S S E T H

WHEREAS , H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS , pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS , in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE , H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GACs contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GACs contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

Houston -Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

*

Mailing Address

By: _____
Executive Director

*

City State ZIP Code

Attest: _____
Manager

*By: _____
Signature of chief elected or appointed official

Date: _____

*

Typed Name & Title of Signatory Date

*Denotes required fields

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency : _____ County Name : _____
(Municipality / County / District / etc.)

Mailing Address : _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number : _____ FAX Number: _____

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Authorized Official: _____ Title: _____
(City manager / Executive Director / etc.) Ph No.: _____

Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) E-Mail Address : _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____

Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) Email Address : _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) Email Address : _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) Email Address : _____

(City) (State) (ZIP Code)



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Authorization to submit application for EPA Brownfield Grant funds

Explanation: In May 2009, the City of Greenville was awarded a \$200,000 Brownfield Petroleum Assessment Grant from the Environmental Protection Agency (EPA) to assess the environmental conditions of properties in the West Greenville Certified Redevelopment Area. This was the second \$200,000 EPA Brownfield grant received by the City of Greenville, with the first grant awarded in the spring of 2007. City staff is seeking authorization to apply for an additional \$200,000 in Brownfield Program funds in order to continue assessment and reuse planning activities. Brownfields are broadly described as sites that are abandoned or underutilized as a result of changing population patterns, transportation modes, or changes in regional economies the redevelopment or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This definition dates back to congressional passage in 2002 of the Small Business and Liability Relief and Brownfield Revitalization Act.

Although brownfield sites are commonly associated with heavy industry, the estimated 500,000 brownfield sites in the United States are primarily made up of gas stations, manufacturing operations, junkyards, dry cleaning businesses, paint shops, and contractor's shops. Brownfield Assessment Grant funds have enabled the City to promote the redevelopment of properties in the West Greenville and Center City Revitalization areas while identifying and evaluating potential threats to human health and the environment. Specifically, program funds have been used to complete a GIS-based site inventory of West Greenville along with redevelopment rankings for the potential sites; complete Phase I and Phase II Environmental Site Assessment (ESA's) of the Imperial Tobacco site; complete Phase I ESAs of the Greenville Produce and SW Redevelopment sites; complete an asbestos containing material (ACM) and lead-based paint (LBP) survey of the Uptown Theatre property; complete a multi-parcel (45 properties) Phase I ESA in the Warehouse District; complete a Phase I ESA and ACM and LBP surveys of the Third Street School site; complete three preliminary urban plans/designs/visions of the Imperial Tobacco site and surrounding property; provide support and assistance for a Brownfield Agreement on the

Imperial Tobacco site; complete Phase I and Phase II environmental assessments along with hydraulic cylinder removal of the former Pugh's site for the Go Science center; and begin creating a series of videos to educate the public about brownfields and the redevelopment opportunities within the City's redevelopment areas.

Through the use of additional grant funds, staff and contract consultants plan to further evaluate potential environmental hazards, and work with residents and property owners to prioritize which brownfield sites have the best potential for redevelopment projects that will bring economic opportunities and jobs to the City's revitalization areas. The City's revitalization goals recognize that the area's historic warehouses and wealth of human capital have untapped potential for business creation, mixed-use redevelopment, and equitable community revitalization. The redevelopment of these properties will spur economic growth and create jobs while protecting the environment.

Fiscal Note:

Application for additional Brownfield Grant funds does not commit the City of Greenville to contribute funds to brownfields assessment. Should EPA award grant funds to the City of Greenville, the cooperative Work Plan Agreement with the EPA does assume that the City of Greenville will contribute in-kind staff services (program oversight). Staff is still working to complete the application. The application due date is November 28, 2011.

Recommendation:

Authorize City staff to submit the required application documents in support of a \$200,000 EPA Brownfield Assessment Grant.

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

Attachments / click to download

 [Brownfield Program Information Sheet](#)



EPA Brownfields Assessment Grants: Interested in Applying for Funding? *Here's what you need to know to get started...*

What is EPA's Brownfields Program?



Salt Lake City, Utah (before)

The U.S. Environmental Protection Agency's (EPA) Brownfields Program is designed to empower states, communities, and other stakeholders to work together in

a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. EPA provides technical and financial assistance for brownfields activities through an approach based on four main goals: protecting human health and the environment, sustaining reuse, promoting partnerships, and strengthening the marketplace. Brownfields grants serve as the foundation of the Brownfields Program and support revitalization efforts by funding environmental assessment, cleanup, and job training activities. Thousands of properties have been assessed and cleaned up through the Brownfields Program, clearing the way for their reuse.



Salt Lake City, Utah (after)

A brownfield is defined as: real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The 2002 Brownfields Law further defines the term to include a site that is: "contaminated by a controlled substance; contaminated by petroleum or a petroleum product excluded from the definition of 'hazardous substance'; or mine-scarred land."

What are the Four Grant Types?

- ✓ **Assessment grants** provide funding for brownfields inventories, planning, environmental assessments, and community outreach.
- ✓ **Revolving Loan Fund grants** provide funding to capitalize a revolving loan fund that provides subgrants to carry out assessment and/or cleanup activities at brownfields.

- ✓ **Cleanup grants** provide direct funding for cleanup activities at specific sites.
- ✓ **Job Training grants** provide environmental training for residents of brownfields communities.

What are Assessment Grants?

Assessment grants provide funding for a grant recipient to:

- ✓ **Inventory Sites:** Compile a listing
- ✓ **Characterize Sites:** Identify past uses
- ✓ **Assess Sites:** Determine existing contamination
- ✓ **Conduct Cleanup and Redevelopment Planning:** Scope and plan process
- ✓ **Conduct Community Involvement:** Inform and engage community

For a Community-Wide Grant:

- ✓ An applicant may apply for a community-wide assessment grant if a specific site has not been identified or if the assessment will address more than one site within the community.
- ✓ Applicants electing to apply for up to \$200,000 for a community-wide hazardous substance assessment grant are not eligible for a site-specific hazardous substance assessment grant in the same grant competition. Applicants applying for up to \$200,000 for a community-wide petroleum or petroleum product assessment grant will not be eligible for a site-specific petroleum assessment grant.

For a Site-Specific Grant:

- ✓ A site-specific assessment grant must be applied for if the assessment is limited to one, and only one, site. A site-specific assessment grant application must be made if a waiver of the funding limitation is requested.
- ✓ Applicants will not be allowed to substitute another site for a site-specific assessment grant where the subject site is determined to be ineligible.

For the complete discussion of Brownfields Program grant funding, refer to the EPA Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants at: <http://www.epa.gov/brownfields/applicat.htm>

How Do I Apply for an Assessment Grant?

Applicants submit a proposal for each grant type that they are applying for (i.e., assessment, revolving loan fund, and/or cleanup). Each proposal must address the selection criteria outlined in the guidelines.

Grant proposals should be concise and well organized, and must provide the information requested in the guidelines. Applicants must demonstrate that they meet threshold criteria requirements and must respond to evaluation criteria. Factual information about your proposed project and community must be provided.

Proposals must include:

- ✓ Cover letter describing project
- ✓ Applicant information
- ✓ Applicable mandatory attachments (e.g., state letter)
- ✓ Responses to evaluation criteria

All applicants must refer to the Proposal Guidelines published by EPA.

Who is Eligible to Apply for an Assessment Grant?

Eligible entities include: state, local, and tribal governments, with the exception of certain Indian tribes in Alaska; general purpose units of local government, land clearance authorities, or other quasi-governmental entities; regional council or redevelopment agencies; or states or legislatures. Some properties are excluded from the definition of a brownfield unless EPA makes a site-specific funding determination that allows grant funds to be used at that site.

Applicants may apply for both community-wide and site-specific assessment grants; however, an applicant is limited to submitting only ONE hazardous substance assessment grant proposal and ONE petroleum assessment proposal.

Each eligible entity may submit no more than two assessment proposals.

How Much Assessment Grant Funding is Available?

- ✓ Up to \$200,000 to assess a site contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum).
- ✓ Up to \$200,000 to address a site contaminated by petroleum.
- ✓ For site-specific proposals, applicants may seek a waiver of the \$200,000 limit and request up to \$350,000 for a site contaminated by hazardous substances, pollutants, or contaminants and up to \$350,000 to assess a site contaminated by petroleum. Such waivers must be based on the anticipated level of hazardous substances, pollutants, or contaminants including hazardous

substances comingled with petroleum) or petroleum at a single site. (Community-wide assessment grants are not eligible for assessment grant “waivers.”)

- ✓ Total grant fund requests should not exceed a total of \$400,000 unless such a waiver is requested.
- ✓ Up to \$1 Million for assessment coalitions. A coalition is made up of 3 or more eligible applicants that submits one grant proposal under the name of one of the coalition members who will be the grant recipient.

How Long is the Assessment Period?

The performance period for an assessment grant is three years.

Where Do I Find the Proposal Guidelines?

Electronic copies of the Proposal Guidelines can be obtained from the EPA brownfields Web site at: <http://www.epa.gov/brownfields/applicat.htm>

Additional information on grant programs may be found at: www.grants.gov

Is Pre-Application Assistance Available?

If resources permit, EPA Regions may conduct open meetings with potential applicants. Check with your regional office for date and location information. Your regional Brownfields Program contacts can be found at: <http://www.epa.gov/brownfields/corcntct.htm>

EPA can respond to questions from applicants about threshold criteria, including site eligibility and ownership.

EPA staff can not meet with applicants to discuss draft proposals or provide assistance in responding to ranking criteria.

What is the Evaluation/Selection Process?

Brownfields grants are awarded on a competitive basis. Evaluation panels consisting of EPA staff and other federal agency representatives assess how well the proposals meet the threshold and ranking criteria outlined in the Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants. Final selections are made by EPA senior management after considering the ranking of proposals by the evaluation panels. Responses to threshold criteria are evaluated on a pass/fail basis. If the proposal does not meet the threshold criteria, the proposal will not be evaluated. In some circumstances, EPA may seek additional information.



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Grant of sanitary sewer easements to Greenville Utilities Commission for the Westside Sanitary Sewer Project

Explanation: Greenville Utilities Commission (GUC) will be constructing the Westside Regional Pump Station and Force Main Project. This project, which is a recommendation from Greenville Utilities' Wastewater System Master Plan, is designed to provide service to the City's medical district area. It will replace the existing Westside sewer pump station and force main which was constructed in the 1970's to provide service to Pitt County Memorial Hospital, ECU Medical School, and adjacent areas. Since that time, significant development has occurred within the designated Medical District and surrounding areas. As a result of this growth and the growth that is forecast to occur in the future, GUC has determined that the existing Westside pump station will not be adequate to meet future demand and that it is necessary to construct a new, larger Westside Regional Pumping Station. The proposed project includes a new 6 MGD capacity pump station and approximately 32,000 linear feet of 24-inch diameter force main.

In order to construct the project, GUC needs to possess the necessary easements on the properties where the improvement will be made. The proposed force main pipe is planned to follow existing easements and highway rights-of-way where practicable. In locations where it is not practical to install the pipeline within the existing roadway right-of-way due to conflicts with other utilities and/or other improvements, the new pipeline is proposed to be installed across private or publicly owned property immediately adjacent to the right-of-way. There are a total of eighty-four (84) individual easements which were necessary to be acquired. Thirty-seven (37) of these easements are on property owned by the City. Of these thirty-seven (37), fourteen (14) of the easements are on property owned by the City acquired by the FEMA buy-out program after Hurricane Floyd. FEMA has approved the installation of the force main on these lots. Attached is a listing of the City properties whereupon these easements will be located.

City staff has reviewed and does not object to the proposed easement locations on the City's properties.

Fiscal Note:

The City would incur no cost with the grant of these easements. The City will not receive any payment or other form of compensation for granting these easements.

Recommendation:

Approve the grant of sanitary sewer easements to Greenville Utilities Commission on the thirty-seven (37) properties owned by the City of Greenville.

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

Attachments / click to download

 [Easement Listing for Westside Interceptor Project 911206](#)

WESTSIDE REGIONAL PUMP STATION AND FORCE MAIN PROJECT
City of Greenville Properties

	Tax Parcel Number	Description	
1	22731	Richard Drive	Backs up to Airport
2	10371	Legion St	Beside 5784
3	05784	Legion St	Beside 10371
4	05031	Legion Street	Beside 5784
5	05030	918 Legion St	Beside 5031
6	06600	Legion Street	Beside 5030
7	05770	Legion Street	Beside 6600
8	25113	Legion Street	Beside 5531
9	05531	Legion Street	Beside 25113
10	05532	Legion Street	Beside 5531
11	06598	1012 Dudley St	Beside 5532
12	06599	Legion Street	Beside 6598
13	05478	35 Legion St	Beside 6599
14	03670	Legion Street	Beside 5478
15	31643	Legion Street	Across from 3670 Vacant
16	25594	Dudley X Rd	Beside 31643
17	03636	Legion Street	In middle of 25594 and 3657
18	03657	Legion Street	Beside 25594
19	20563 (FEMA Lot)	N Greene St	South of Farmers Street
20	42773	No Address Listed	2 lots off of Greene Street at end of Farmer Street butts up against 39872
21	39872	Meadowbrook Dr	Beside 42773
22	19087 (FEMA Lot)	1002 Meadowbrook Dr	Beside 39872
23	19086 (FEMA Lot)	1004 Meadowbrook Dr	Beside 19087
24	19083 (FEMA Lot)	1010 Meadowbrook Dr	3 lots down from 19086
25	34181	Meadowbrook Dr	Behind 19083,19086, and 19087
26	19092 (FEMA Lot)	502 Mumford Rd	Beside 34181
27	01262	Mumford Rd	Corner of Mumford and Holly
28	23984 (FEMA Lot)	810 Mumford Rd	Beside 1262
29	28893	1000 Mumford Rd	River Park North
30	40258 (FEMA Lot)	Geneva Ct	Off of Mumford Road
31	08271 (FEMA Lot)	1523 Mumford Rd	At split of Mumford Road And Pactolus Hwy
32	22216 (FEMA Lot)	302 Mumford Rd	Beside 2135
33	02135 (FEMA Lot)	Mumford Rd	Beside 22216
34	23463 (FEMA Lot)	1530 Mumford Rd	Beside 2135
35	16570 (FEMA Lot)	Mumford Rd	Behind Lots 22216, 2135 and 23463
36	12272 (FEMA Lot)	Pactolus Hwy	At end of Mumford Road
37	00419 (FEMA Lot)	1950 Pactolus Hwy	Across from Azalea Street



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Authorization for Greenville Utilities Commission to initiate condemnation proceedings for property/easement acquisition 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 and 44 are from the City of Greenville, the Airport, and the Housing Authority. Greenville Utilities Commission (GUC) began sending offers to property owners June 1, 2011. To date, all but 5 of the easements needed from private property owners have been obtained. All easements must be obtained before advertising the project for bids. In addition, in order to secure the low-interest State Revolving Fund (SRF) loan for the project, construction contracts must be executed no later than March 1, 2012.

In order for GUC to receive the SRF loan of approximately \$14.5 million, it will be necessary to have all of the needed easements in hand prior to December 1, 2011, so the project can be advertised for bids. To do so, it may be necessary to acquire some of the remaining easements and/or property by condemnation under the power of eminent domain granted to GUC and the City of Greenville. Efforts to contact several of the property owners have been unsuccessful, and other property owners have ignored GUC's requests for an easement across their property. By filing condemnation actions and depositing the estimated fair market value of the property and/or easement to be acquired, the title to the property/easement automatically is granted by operation of law to the City of Greenville for the use and benefit of Greenville Utilities Commission, and the property owner can thereafter request a jury trial to determine whether the deposited amount is "just compensation" for the "taking". The hope is that these condemnation actions will not be necessary and efforts to contact property owners and obtain the property/easements through negotiation will continue.

However, GUC needs to initiate the condemnation process by sending a Notice of Intent to Condemn and may need to file condemnation suits. In the past, similar actions have been successful in obtaining easements after such notice was

sent to the affected property owner.

At their October 20, 2011 meeting, the GUC Board approved to initiate condemnation actions to acquire property and/or easements necessary for the Westside Sanitary Sewer Project.

Fiscal Note: No costs to the City.

Recommendation: Authorize GUC to initiate condemnation actions to acquire property and/or easements necessary for the Westside Sanitary Sewer Project.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Resolution and deed of release to abandon an electrical easement at Pitt County Memorial Hospital

Explanation: Greenville Utilities Commission (GUC) has received a request to abandon an existing easement at Pitt County Memorial Hospital. This easement, as shown on attached map, is in a new construction site, and Pitt County Memorial Hospital will provide the necessary new easement for the relocation of facilities. Existing electric facilities will be relocated at the customer's expense. The original easement was provided by the customer on initial service to the site at no cost to GUC or the City of Greenville.

The GUC Board, at its October 20, 2011 meeting, approved abandoning the electrical easement located at Pitt County Memorial Hospital and recommends similar action by the City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached resolution and deed of release abandoning an electrical easement at Pitt County Memorial Hospital.

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

Attachments / click to download

- [Map Pitt County Memorial Hospital Easement](#)
- [Resolution Pitt County Memorial Hospital](#)
- [Deed of Release](#)

STANTONSBURG RD
Owner: DOCTORS PARK OWNERS ASSOC INC
Parcel 33265



Attachment number
Page 1 of 1

2100 STANTONSBURG RD
Owner: PITT COUNTY MEMORIAL HOSPITAL INC
Parcel 29132
MB73-45

10' GUC Electric Easement

4-510

STANTONSBURG

WH SMITH

2301 A EXECUTIVE CI
Owner: HERITAGE DEVELOPMENT CO OF GREENVILLE INC
Parcel 4346
34-30

Owner:
Parcel COMMON AREA

2268 STANTONSBURG RD
Owner: HAMPTON COURT LLC
Parcel 41493
MB61-190

2263 STANTONSBURG RD
Owner: K.C PROPCO LLC
Parcel 41656
32-75

700 W H SMITH BV
Owner: 4CW LLC
Parcel 41657
41-22

2301 C EXECUTIVE CI
Owner: HERITAGE DEVELOPMENT CO OF GREENVILLE INC
Parcel 48543
36-172

702 W H SMITH BV
Owner: PRIVETTE DOUGLAS C
Parcel 50267
41-126

0 405 810 1,620 2,430 3,240 Feet

Date: 10-10-11
Eng. Assist.: Chris Corey
Created By: watermji
Work Order Number:
Basemap Source Data: Pitt County Planning Dept.

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

GUC Rep. Signature



Sheet 1 of 1



GUC ELECTRIC EASEMENT

PCMH

Electric Easement Abandonment
GreenvilleTWP, Pitt Co., NC

Item # 10

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE,
NORTH CAROLINA, ABANDONING AN EXISTING
UNDERGROUND ELECTRICAL EASEMENT
DATED JANUARY 18, 1983, APPEARING OF RECORD IN BOOK M51 AT PAGE 38,
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina
(hereinafter referred to as "Commission") heretofore obtained an underground electrical easement
across the property of the County of Pitt dated January 18, 1983, which said easement appears of
record in Book M51 at Page 38, Pitt County Public Registry; and

WHEREAS, said underground electrical easement heretofore granted to the Commission is
no longer needed by the Commission; and

WHEREAS, the Commission has no use or need now or in the future for such underground
electrical easement to be abandoned; and

WHEREAS, the Commission desires to abandon such underground electrical easement as
shown on a certain plat entitled "Greenville Utilities Commission Electrical Easement on Property
of Pitt County", and appearing of record in Book M51 at Page 40, Pitt County Public Registry, to
which reference is made for a more particular and accurate description of the underground electrical
easement to be abandoned; and

WHEREAS, the current owner of the property, Pitt County Memorial Hospital Inc., has
requested City of Greenville, North Carolina, and the Commission to abandon such existing
underground electrical easement as hereinabove described, and is requesting the City of Greenville,
North Carolina, to acknowledge such abandonment and release the easement shown as to be
abandoned and described herein as to be abandoned; and

WHEREAS, the Commission deems such abandonment to be reasonable and in the best
interests of the Commission and all parties, and therefore requests the City of Greenville, North
Carolina, to acknowledge such abandonment and release of such existing underground electrical
easement to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, held
in Council Chambers at City Hall, City of Greenville, North Carolina, on the _____ day of
_____, 2011, as follows:

1. That the City Council of the City of Greenville, North Carolina, hereby abandons the
underground electrical easement shown on the plat entitled "Greenville Utilities Commission

Attachment number 2
Page 1 of 2

Electrical Easement on Property of Pitt County, and appearing of record in Book M51 at Page 40, Pitt County Public Registry”, and more particularly described in that certain easement dated January 18, 1983 and appearing of record in Book M51 at Page 38, Pitt County Public Registry, to which reference is hereby made for a more particular and accurate description of the underground electrical easement to be abandoned.

2. That the appropriate City officials of the City of Greenville be and are hereby authorized to make, execute and deliver to the owner of the property encumbered by the said underground electrical easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville might have in and to the underground electrical easement to be abandoned as hereinabove described.

Attachment number 2
Page 2 of 2

Adopted this the ____ day of _____, 2011.

CITY OF GREENVILLE, NORTH CAROLINA

By _____
PATRICIA C. DUNN, MAYOR

(SEAL)

ATTEST:

CAROL BARWICK, CITY CLERK

\\prd\guc\forms\abandon3

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the ____ day of _____, 2011, by and between the City of Greenville, North Carolina, a body politic in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Pitt County Memorial Hospital, Inc., a body politic of the second part (hereinafter called GRANTEE).

Attachment number 3
Page 1 of 3

WITNESSETH

THAT WHEREAS, the City of Greenville for the use and benefit of the Greenville Utilities Commission of the City of Greenville currently owns an underground electrical easement across the property of the County of Pitt described in that certain underground electrical easement dated January 18, 1983 and appearing of record in Book M51 at Page 38, Pitt County Public Registry, to which reference is hereby made for a more particular and accurate description of the underground electrical easement to be abandoned; and

WHEREAS, the current owner of the underlying fee interest in the property subject to said easement is now Pitt County Memorial Hospital Inc.; and,

WHEREAS, Commission has no further use or need for such underground electrical easement described herein to be abandoned; and

WHEREAS, Commission has requested the Grantor to indicate formally that it has no claims or interest in such property encumbered by such underground electrical easement described herein to be abandoned; and

WHEREAS, Commission has, therefore, requested that Grantor execute a Deed of Release to the Pitt County Memorial Hospital Inc., to indicate its abandonment and release of such underground electrical easement to be abandoned as it appears of record in that certain easement which is described in Book M51 at Page 38, Pitt County Public Registry; and

WHEREAS, the City Council of Grantor, acting on the recommendation of the Commission, has duly adopted a Resolution abandoning to the County of Pitt, North Carolina, such underground electrical easement, a copy of which said Resolution is attached hereto as Exhibit "A" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, Grantor does hereby remise, release, discharge and forever quitclaim unto Grantee, Pitt County Memorial Hospital Inc., its successors and assigns, all the Grantor's rights, title, and interest in such underground electrical easement dated January 18, 1983, appearing of record in Book M51 at

Page 38, Pitt County Public Registry, and to which reference is hereby made for a more particular and accurate description of the underground electrical easement to be abandoned.

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed document number 3
Page 2 of 3 in its name by its Mayor, attested by the City Clerk, and its official seal hereto affixed, all by Resolution duly entered by the City Council of GRANTOR, on the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
PATRICIA C. DUNN, MAYOR

[SEAL]

Attest:

CAROL BARWICK, City Clerk

NORTH CAROLINA
PITT COUNTY

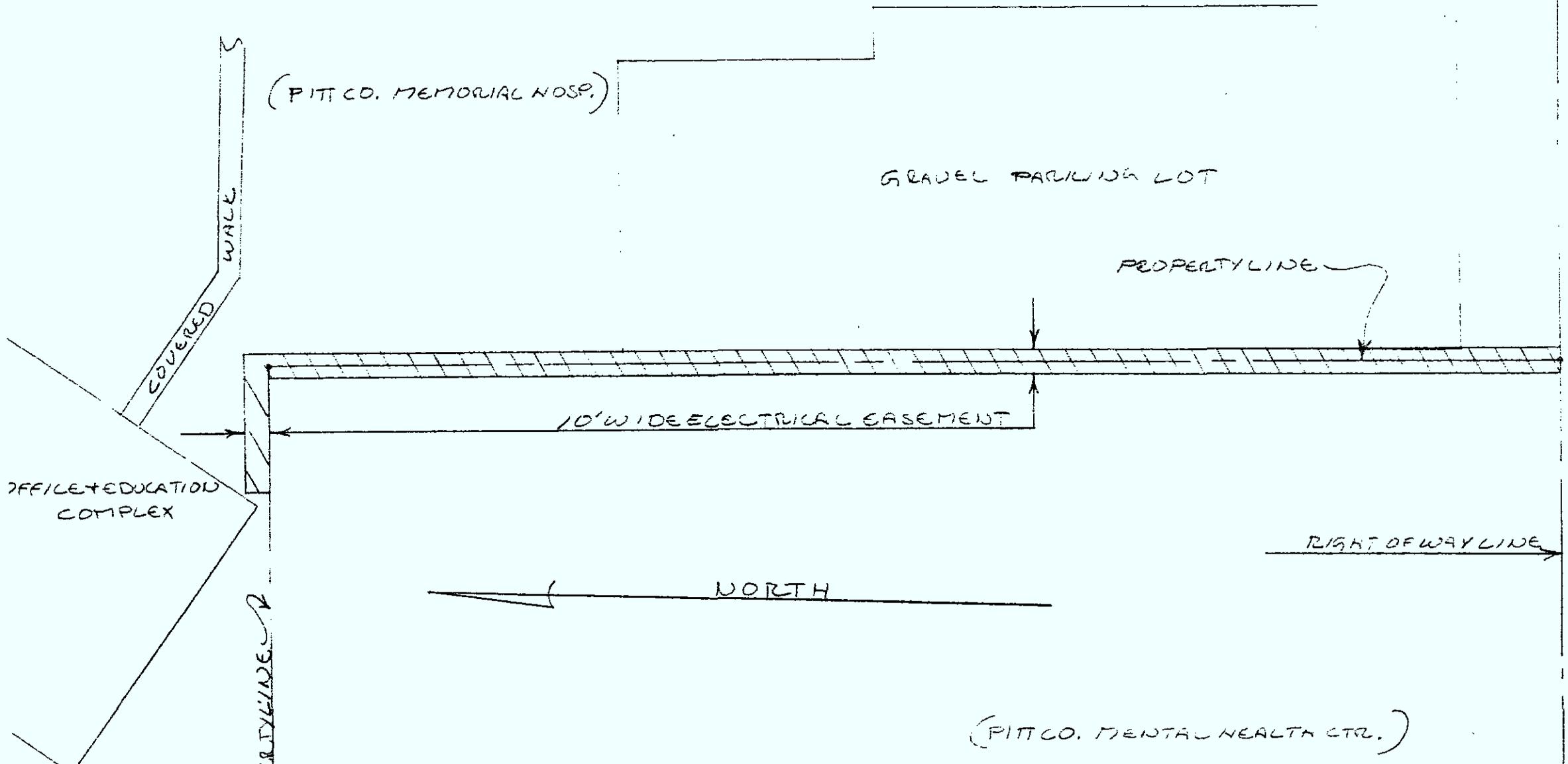
I, _____, a Notary Public of the aforesaid County and State, certify that CAROL BARWICK personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the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

(ORIGINATOR'S) 0021.215



Easement Req'd. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Survey/Stakes Req'd. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	GREENVILLE UTILITIES COMMISSION	
Tree Work Req'd. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Permission Req'd. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	ELECTRICAL EASEMENT ON PROPERTY OF PITTCO.	
Permit Req'd. FAA <input type="checkbox"/> RR Xing <input type="checkbox"/> State Rd. <input type="checkbox"/>	Request Tel. Co. Set Poles Yes <input type="checkbox"/> No <input type="checkbox"/> Tel. Attachment Per		
Request Tel. Co. Transfer Yes <input type="checkbox"/> No <input type="checkbox"/>		Engineer <u>FRS</u>	Date
Type Construction: Long Span <input type="checkbox"/> Short Span <input type="checkbox"/>	DRAWN BY <u>FRS</u>		Dwg. No.
Pole Line Feet <u>10</u> Transm. <u># 10</u> Add/Rem	CHECKED BY		Scale: <u>1" = 50'</u> St. Lt. Map No.
Map Posting Req'd. Yes <input type="checkbox"/> No <input type="checkbox"/> Posted by	St. Lt. Map No.		Pri. Map No.
WORK ORDER NO			

STATE OF NORTH CAROLINA

COUNTY OF PITT

KNOW ALL MEN BY THESE PRESENTS, that Pitt County, in consideration of the sum of \$1.00 in hand paid by GREENVILLE UTILITIES COMMISSION of the CITY OF GREENVILLE, NORTH CAROLINA, a corporation of the State of North Carolina, receipt of which is hereby acknowledged, does hereby grant unto the CITY OF GREENVILLE, for use and benefit by the GREENVILLE UTILITIES COMMISSION, its successors and assigns, a right of way and easement upon, ^{Attachment number 4} ~~over~~ _{Page 1 of 2} and across the tract or parcel of land owned by Pitt County. The easement runs from the Mental Health Building North to the Office and Education Complex and is 10' in width and is shown shaded on the attached map. The easement is granted for the purpose of constructing, operating and maintaining an underground electric line, including the necessary poles, wires, and pad mounted transformers, including telephone wires and fixtures necessary for the operation of said line.

If future development of this area requires abandonment of said easement, the Commission agrees to do so, provided a new easement at a location suitable to the Commission is granted by Pitt County and that the cost of relocation of the Commission's facilities be paid by Pitt County.

IN WITNESS WHEREOF, the Grantor has adopted the word "SEAL" as his seal and has hereunto set his hand and seal, or if Grantor be a corporation, Grantor has caused these presents to be signed in its corporate name by its corporate officers, duly attested and its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

NAME OF CORPORATION:

PITT COUNTY, A BODY CORPORATE AND POLITIC

BY: *Charles P. Perkins*
CHAIRMAN



Donald J. Davenport
CLERK TO BOARD

(CORPORATE SEAL)

NORTH CAROLINA

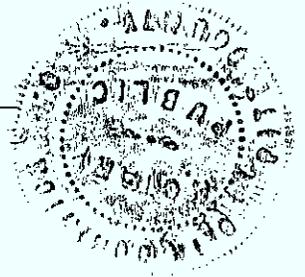
PITT COUNTY

On this the 18th day of January, 1983, personally came before me, Beth Dominick, a Notary Public in and for Pitt County, North Carolina, Donald L. Davenport, who being by me duly sworn, says that he knows the common seal of Pitt County, a body corporate and politic, and that he is acquainted with Charles P. Hooks, who is Chairman of the Pitt County Board of Commissioners, and saw the said Chairman sign the foregoing instrument and saw the said common seal of Pitt County affixed to said instrument by said Chairman, and that he, the said Donald L. Davenport, Clerk, signed his name in attestation of the execution of the said instrument in the presence of the said Chairman of the said Board.

Attachment number 4
Page 2 of 2

WITNESS my hand and Notarial Seal, this the 18th day of January, 1983.

Beth Dominick
NOTARY PUBLIC



My Commission Expires:

August 10, 1986

NORTH CAROLINA

PITT COUNTY

The foregoing certificate of Beth Dominick, a Notary Public, is certified to be correct.

This the 31st day of January, 1983.

Dorothy J. McDawson, Act
REGISTER OF DEEDS

FILED
ELVIRA T. ALLRED
REGISTER OF DEEDS
PITT COUNTY, N.C.
Elvira T. Allred
Jan 31 1 57 PM '83
By Dorothy J. McDawson, Act.



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Resolution and deed of release to abandon an electrical easement on Commerce Street

Explanation: Greenville Utilities Commission (GUC) has received a request to abandon an existing easement on Commerce Street due to the pending sale of a portion of the property as shown on the attached map. The electric facilities will be relocated at the customer's expense to an alternate existing easement on the remaining property. The original easement was provided by the customer on initial service to the site at no cost to GUC or the City of Greenville.

The GUC Board, at its October 20, 2011 meeting, approved abandoning the electrical easement located on Commerce Street and recommends similar action by the City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached resolution and deed of release abandoning an electrical easement on Commerce Street.

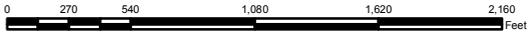
Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Map](#)

[Resolution - Lewis](#)

[Deed of Release - Lewis](#)



Date: 10-10-11
 Eng. Assist.: Chris Corey
 Created By: watermji
 Work Order Number:
 Basemap Source Data: Pitt County Planning Dept.

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

GUC Rep. Signature _____



GUC ELECTRIC EASEMENT

Susan G Lewis
Electric Easement Abandonment
Chicod TWP, Pitt Co., NC
 Item # 11

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA,
ABANDONING A TEMPORARY 10' ELECTRICAL EASEMENT ACROSS LOT 1-B,
ACCORDING TO MAP BOOK 46 AT PAGE 67, PITT COUNTY PUBLIC REGISTRY
(COMMERCE STREET), AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a temporary 10' wide electrical easement across the subject property as described in Deed Book 2236 at Pages 521 - 524, Pitt County Public Registry (see also Deed Book 788 at Page 205, Pitt County Public Registry); and

WHEREAS, said temporary 10' wide electrical easement to be abandoned heretofore granted to the Commission is no longer needed by the Commission; and

WHEREAS, the Commission anticipates no use or need now or in the future for such temporary 10' wide electrical easement to be abandoned upon the relocation of the electrical service to the permanent 10' wide electrical easement located along the western property line of the subject property; and

WHEREAS, the Commission desires to abandon such temporary 10' wide electrical easement to be abandoned, all as is shown on Exhibit "A", and more particularly described on Map Book 46 at Page 67, Pitt County Public Registry; and

WHEREAS, the current owner of the property has requested City of Greenville, North Carolina, and the Commission to abandon such temporary 10' wide electrical easement to be abandoned as shown on Exhibit "A", and more particularly described on Map Book 46 at Page 67, Pitt County Public Registry; and

WHEREAS, the Commission deems such abandonment to be reasonable and in the best interests of the Commission and all parties, and therefore requests the City of Greenville, North Carolina, to acknowledge such abandonment and release of such temporary 10' wide electrical easement to be abandoned upon relocation of the electrical service to the permanent 10' wide electrical easement located along the western property line.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, Regular Session, held in Council Chambers of Greenville City Hall, City of Greenville, North Carolina, on the _____ day of _____, 2011, as follows:

1. That the City Council of the City of Greenville, North Carolina, hereby abandons the temporary 10' wide electrical easement to be abandoned across Lot 1-B according to Map Book 46

at Page 67, Pitt County Public Registry. Said property is more particularly described in Deed Book 2236 at Pages 521 - 524, Pitt County Public Registry, which said easement to be abandoned upon the relocation of the electrical service to the permanent 10' wide electrical easement located along the western property line is more particularly shown on Exhibit "A" and Map Book 46 at Page 67, Pitt County Public Registry;.

2. That the appropriate City officials be and are hereby empowered to make, execute and deliver to Susan G. Lewis, or the current owner of the property encumbered by the said temporary 10' wide electrical easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville, North Carolina, might have in and to such temporary 10' wide electrical easement to be abandoned as shown on Exhibit "A" and Map Book 46 at Page 67, Pitt County Public Registry.

Attachment number 2
Page 2 of 3

Adopted this the ____ day of _____, 2011.

CITY OF GREENVILLE, NORTH CAROLINA

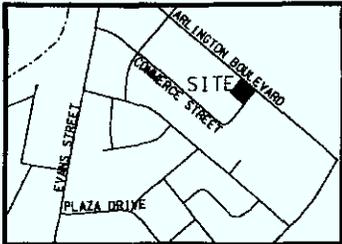
By _____
PATRICIA C. DUNN, MAYOR

(SEAL)

ATTEST:

CAROL BARWICK, CITY CLERK

EXHIBIT "A"



VICINITY MAP
SCALE: 1" = 1000'

SITE DATA	
NUMBER OF LOTS CREATED.....	2
TOTAL AREA IN TRACT.....	1.1478 AC
AREA IN COMMON AREA.....	0
AREA IN PARKS, RECREATION AREAS AND THE LIKE.....	0

LEGEND

- IRON PIPE SET UNLESS OTHERWISE NOTED
- ERB EXISTING REBAR
- EPK EXISTING PK MAIL

I, CARLTON E. PARKER, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

Carl E. Parker
CARLTON E. PARKER, RLS

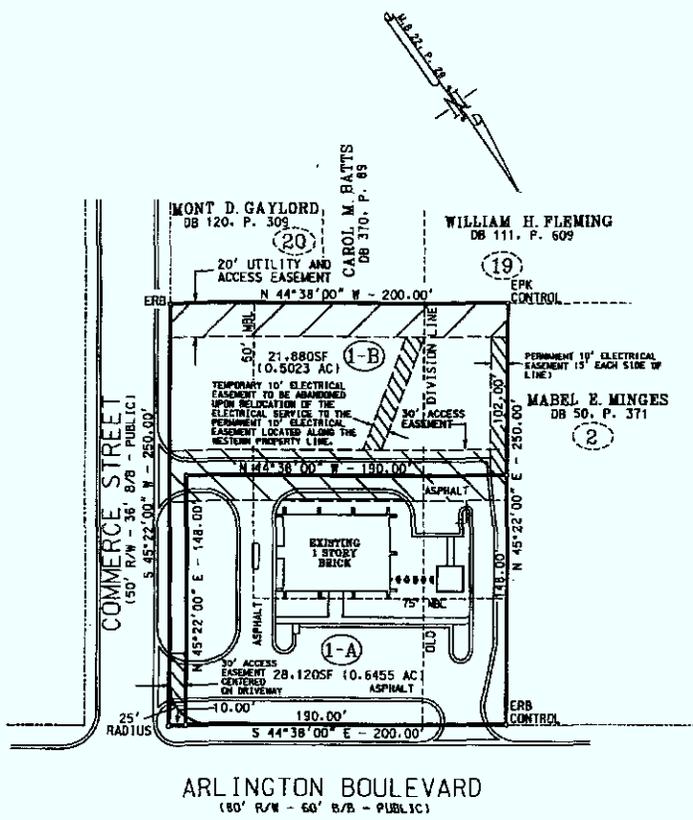


SHEET 1 OF 1

MAP FOR RECORD
DIVISION OF LOT 1 AND SOUTHERLY 50' OF LOT 2 BLOCK "G" ARLINGTON PLAZA SUBDIVISION
MAP BOOK 22, PAGE 29 PITT COUNTY REGISTRY
GREENVILLE GREENVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: MARY SMITH GIBSON PD BOX 662 GREENVILLE, NC 27835	SOURCE OF TITLE THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS: DEED BOOK 532 PAGE 185 <i>Carl E. Parker</i>	OWNERS STATEMENT THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF <i>Mary Smith Gibson</i> OWNER SWORN AND SUBSCRIBED TO BEFORE ME THIS 28th DAY OF November, 1995. <i>Carl E. Parker</i> NOTARY PUBLIC, MY COMMISSION EXPIRES ON	APPROVAL THIS FINAL PLAT, 95-100 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 26th DAY OF July, 1995. SIGNED <i>Anna M. Hays</i> CITY PLANNER	DEDICATION THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE HER FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT. SIGNED <i>Mary Smith Gibson</i> ATTEST <i>Carl E. Parker</i>
ASTROUD ENGINEERING, P.A. 107-B COMMERCE STREET GREENVILLE, NC 27850 (919)758-9352	SURVEYED: JG APPROVED: CEP DRAWN: BAT DATE: 7-10-95 CHECKED: CEP SCALE: 1" = 50'	N.C. REG. NO. L-2980	SIGNED <i>Anna M. Hays</i> CITY PLANNER	SIGNED <i>Mary Smith Gibson</i> ATTEST <i>Carl E. Parker</i>

PROJECT NO. P - 914



NOTES:

- GREENVILLE UTILITIES COMMISSION RESPONSIBILITY FOR MAINTENANCE OF WATER AND SEWER SERVICES ENDS AT THE CLEANOUT AND WATER METERS LOCATED AT THE RIGHT OF WAY LINES.
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- QUC GAS/UTILITY EASEMENT IS 10' IN WIDTH CENTERED OVER GAS LINES AS INSTALLED.
- 25' RADIUS AT INTERSECTION

NORTH CAROLINA - Pitt County

The foregoing certificate of *Howard Glenn Nichols*
a notary public is certified to be correct.

Filed for registration this the 28th day of November
19 95 at 11:32 o'clock A.M.

ANNIE G. HOLDER, Register of Deeds
By *Karen W. Coon*
Deputy Register of Deeds



I, CARLTON E. PARKER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1/1000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DOTTED LINES PLOTTED FROM INFORMATION FOUND IN BOOK PAGE THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 11th DAY OF JULY, 1995.

Carl E. Parker
CARLTON E. PARKER L-2980

NORTH CAROLINA, PITT COUNTY
I, A NOTARY PUBLIC OF THE COUNTY AND STATE OF NORTH CAROLINA, CERTIFY THAT CARLTON E. PARKER, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL OF SEAL THIS 11th DAY OF JULY, 1995.
Howard Glenn Nichols
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 17, 2000

NORTH CAROLINA, PITT COUNTY
THE FOREGOING CERTIFICATE OF NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS DAY OF 19, AT O'CLOCK
M. ANNIE G. HOLDER REGISTER OF DEEDS
BY _____ NOTARY REGISTER OF DEEDS

Book 46, Page 67, File Number

NORTH CAROLINA
PITT COUNTY

DEED OF RELEASE

THIS DEED OF RELEASE, made and entered into this the ____ day of _____, 2011, by and between the City of Greenville, North Carolina, a body politic in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Susan G. Lewis, of Pitt County, North Carolina, a party of the second part (hereinafter called GRANTEE).

Attachment number 3
Page 1 of 5

W I T N E S S E T H

THAT WHEREAS, the City of Greenville for the use and benefit of the Greenville Utilities Commission of the City of Greenville currently owns a temporary 10' wide electrical easement as shown on Exhibit "A" and more particularly described on Map Book 46 at Page 67, Pitt County Public Registry, to which reference is hereby made for a more particular and accurate description of the temporary 10' wide electrical easement to be abandoned upon relocation of the electrical service to the permanent 10' wide electrical easement located along the western property line of subject property; and

WHEREAS, the current owner of the underlying fee interest in the property subject to said temporary 10' wide electrical easement is now Susan G. Lewis; and,

WHEREAS, Commission has no further use or need for such temporary 10' wide electrical easement to be abandoned; and

WHEREAS, Commission has requested the Grantor to indicate formally that it has no claims or interest in such property encumbered by such temporary 10' wide electrical easement to be abandoned as shown on Exhibit "A" and as more particularly described on Map Book 46 at Page 67, Pitt County Public Registry; and

WHEREAS, Commission has, therefore, requested that Grantor execute a Deed of Release to Susan G. Lewis, or the current owner of such property, to indicate its abandonment and release of such temporary 10' wide electrical easement to be abandoned as shown on Exhibit "A" and Map Book 46 at Page 67, Pitt County Public Registry; and

WHEREAS, the City Council of Grantor, acting on the recommendation of the Commission, has duly adopted a Resolution abandoning to Susan G. Lewis, or the current owner of such property, such temporary 10' wide electrical easement to be abandoned, a copy of which said Resolution is attached hereto as Exhibit "B" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, Grantor does hereby remise, release, discharge and forever quitclaim unto Grantee, Susan G. Lewis, her heirs and assigns, all of the Grantor's rights, title, and interest in such temporary 10' wide electrical easement to be abandoned as shown on Exhibit "A", and more particularly described on Map Book 46 at Page 67, Pitt County Public Registry, and to which reference is hereby made for a more particular and accurate description of the temporary 10' wide electrical easement to be abandoned. Attachment number 3
Page 2 of 5

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereto affixed, all by Resolution duly entered by the City Council of GRANTOR, on the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
PATRICIA C. DUNN, MAYOR

[SEAL]

Attest:

CAROL BARWICK, City Clerk

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, certify that CAROL 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, Patricia C. Dunn, sealed with its official 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:

EXHIBIT "A"



VICINITY MAP
SCALE: 1" = 1000'

SITE DATA	
NUMBER OF LOTS CREATED.....	2
TOTAL AREA IN TRACT.....	1.1478 AC
AREA IN COMMON AREA.....	0
AREA IN PARKS, RECREATION AREAS AND THE LIKE.....	0

LEGEND

- IRON PIPE SET UNLESS OTHERWISE NOTED
- ERB EXISTING REBAR
- EPK EXISTING PK MAIL

I, CARLTON E. PARKER, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

Carl E. Parker
CARLTON E. PARKER, RLS

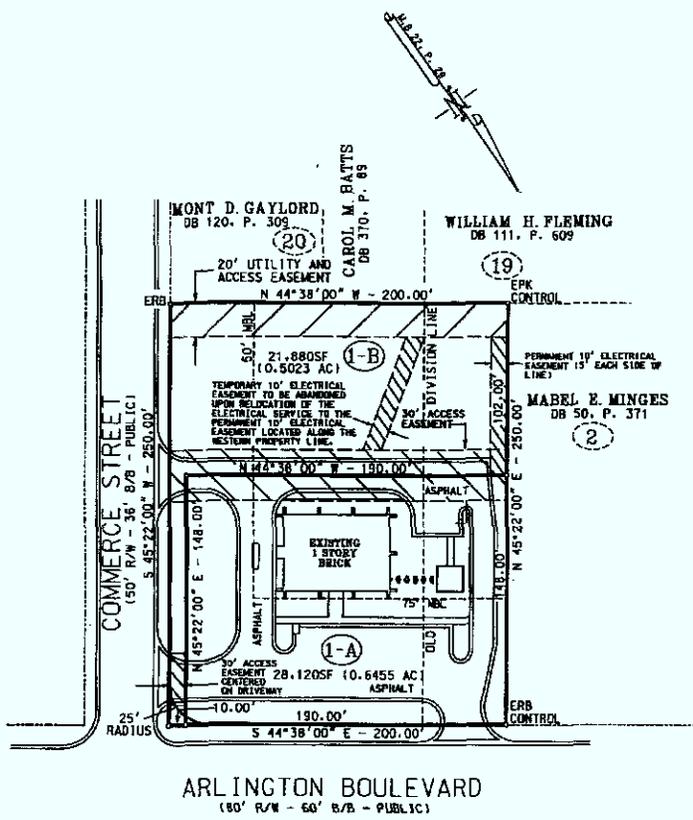


SHEET 1 OF 1

MAP FOR RECORD
DIVISION OF LOT 1 AND SOUTHERLY 50' OF LOT 2 BLOCK "G" ARLINGTON PLAZA SUBDIVISION
MAP BOOK 22, PAGE 29 PITT COUNTY REGISTRY
GREENVILLE GREENVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: MARY SMITH GIBSON PD BOX 662 GREENVILLE, NC 27835	SOURCE OF TITLE THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS: DEED BOOK 532 PAGE 185 <i>Carl E. Parker</i>	OWNERS STATEMENT THIS IS EVIDENCE THAT THIS SUB-DIVISION IS MADE AT THE REQUEST OF <i>Mary Smith Gibson</i> OWNER SWORN AND SUBSCRIBED TO BEFORE ME THIS 28th DAY OF November, 1995. <i>Carl E. Parker</i> NOTARY PUBLIC, MY COMMISSION EXPIRES ON	APPROVAL THIS FINAL PLAT, 95-100 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 26th DAY OF July, 1995. SIGNED <i>Anna M. ...</i> CITY PLANNER	DEDICATION THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE HER FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT. SIGNED <i>Mary Smith Gibson</i> ATTEST <i>Carl E. Parker</i>
ASTROUD ENGINEERING, P.A. 107-B COMMERCE STREET GREENVILLE, NC 27850 (919)758-9352	SURVEYED: JG APPROVED: CEP DRAWN: BAT DATE: 7-10-95 CHECKED: CEP SCALE: 1" = 50'	N.C. REG. NO. L-2980	SIGNED <i>Anna M. ...</i> CITY PLANNER	SIGNED <i>Mary Smith Gibson</i> ATTEST <i>Carl E. Parker</i>

PROJECT NO. P - 914



NOTES:

- GREENVILLE UTILITIES COMMISSION RESPONSIBILITY FOR MAINTENANCE OF WATER AND SEWER SERVICES ENDS AT THE CLEANOUT AND WATER METERS LOCATED AT THE RIGHT OF WAY LINES.
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- QUC GAS/UTILITY EASEMENT IS 10' IN WIDTH CENTERED OVER GAS LINES AS INSTALLED.
- 25' RADIUS AT INTERSECTION

NORTH CAROLINA - Pitt County

The foregoing certificate of *Howard Glenn Nichols* a notary public is certified to be correct.

Filed for registration this the 28th day of November 1995 at 11:32 o'clock A.M.

ANNIE G. HOLDER, Register of Deeds
By *Karen W. ...*
Deputy Register of Deeds



I, CARLTON E. PARKER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 11.0000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DOTTED LINES PLOTTED FROM INFORMATION FOUND IN BOOK PAGE THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 11th DAY OF JULY, 1995.

Carl E. Parker
CARLTON E. PARKER L-2980

NORTH CAROLINA, PITT COUNTY
I, A NOTARY PUBLIC OF THE COUNTY AND STATE OF NORTH CAROLINA, CERTIFY THAT CARLTON E. PARKER, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT, WITNESS MY HAND AND OFFICIAL SEAL OF SEAL THIS 11th DAY OF JULY, 1995.
Howard Glenn Nichols
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 17, 2000

NORTH CAROLINA, PITT COUNTY
THE FOREGOING CERTIFICATE OF NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS DAY OF 19, AT 10:00 O'CLOCK
M. ANNIE G. HOLDER REGISTER OF DEEDS
BY _____ NOTARY REGISTER OF DEEDS

Book 46, Page 67, File Number

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA,
ABANDONING A TEMPORARY 10' ELECTRICAL EASEMENT ACROSS LOT 1-B,
ACCORDING TO MAP BOOK 46 AT PAGE 67, PITT COUNTY PUBLIC REGISTRY
(COMMERCE STREET), AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a temporary 10' wide electrical easement across the subject property as described in Deed Book 2236 at Pages 521 - 524, Pitt County Public Registry (see also Deed Book 788 at Page 205, Pitt County Public Registry); and

Attachment number 3
Page 4 of 5

WHEREAS, said temporary 10' wide electrical easement to be abandoned heretofore granted to the Commission is no longer needed by the Commission; and

WHEREAS, the Commission anticipates no use or need now or in the future for such temporary 10' wide electrical easement to be abandoned upon the relocation of the electrical service to the permanent 10' wide electrical easement located along the western property line of the subject property; and

WHEREAS, the Commission desires to abandon such temporary 10' wide electrical easement to be abandoned, all as is shown on Exhibit "A", and more particularly described on Map Book 46 at Page 67, Pitt County Public Registry; and

WHEREAS, the current owner of the property has requested City of Greenville, North Carolina, and the Commission to abandon such temporary 10' wide electrical easement to be abandoned as shown on Exhibit "A", and more particularly described on Map Book 46 at Page 67, Pitt County Public Registry; and

WHEREAS, the Commission deems such abandonment to be reasonable and in the best interests of the Commission and all parties, and therefore requests the City of Greenville, North Carolina, to acknowledge such abandonment and release of such temporary 10' wide electrical easement to be abandoned upon relocation of the electrical service to the permanent 10' wide electrical easement located along the western property line.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, Regular Session, held in Council Chambers of Greenville City Hall, City of Greenville, North Carolina, on the _____ day of _____, 2011, as follows:

1. That the City Council of the City of Greenville, North Carolina, hereby abandons the temporary 10' wide electrical easement to be abandoned across Lot 1-B according to Map Book 46

at Page 67, Pitt County Public Registry. Said property is more particularly described in Deed Book 2236 at Pages 521 - 524, Pitt County Public Registry, which said easement to be abandoned upon the relocation of the electrical service to the permanent 10' wide electrical easement located along the western property line is more particularly shown on Exhibit "A" and Map Book 46 at Page 67, Pitt County Public Registry;.

2. That the appropriate City officials be and are hereby empowered to make, execute and deliver to Susan G. Lewis, or the current owner of the property encumbered by the said temporary 10' wide electrical easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville, North Carolina, might have in and to such temporary 10' wide electrical easement to be abandoned as shown on Exhibit "A" and Map Book 46 at Page 67, Pitt County Public Registry.

Attachment number 3
Page 5 of 5

Adopted this the ____ day of _____, 2011.

CITY OF GREENVILLE, NORTH CAROLINA

By _____
PATRICIA C. DUNN, MAYOR

(SEAL)

ATTEST:

CAROL BARWICK, CITY CLERK



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Gas capital projects budget ordinance and reimbursement resolution for Greenville Utilities Commission's North Carolina Highway 33 Main Extension and Old River Road Main Replacement Project

Explanation: Barnhill Construction Company (BCC) has requested natural gas service for its plant operations located on Barrus Construction Road. BCC was founded in 1949 and has been in the asphalt business since the 1960s. BCC owns 18 asphalt plants and purchased the APEC Plant (known as Barrus Construction) on Barrus Construction Road in 2006. To provide service to this company, Greenville Utilities Commission (GUC) will have to install approximately 25,000 linear feet (LF) of 8" medium density polyethylene (MDPE) pipe along NC Highway 33 and replace 6,200 LF of two 4" pipes with 8" MDPE pipe along Old River Road (see attached map). Doing so will allow GUC to not only serve BCC, but will allow GUC to serve Belvoir Elementary School. The replacement of existing facilities will also improve system integrity to an existing interruptible customer.

Based on analyses and research by GUC's staff, the project, which is estimated to cost \$1.3 million, will be economically feasible. However, to ensure reliable service to BCC it will be necessary for GUC to utilize the Liquefied Natural Gas (LNG) Plant under certain conditions and BCC will be required to curtail their usage when the temperature falls below 55 degrees.

The economic feasibility analysis is based on the projected costs and revenue and it complies with Part B, Section 15.3, of GUC's Utilities Regulations.

Furthermore, BCC has agreed to sign a service agreement to use a minimum of 41,400 MCF per year, which will ensure that GUC recovers its costs over a seven year period. The proposed project budget includes engineering, material, land acquisition for easements and construction costs. The NC 33 Main Extension and Old River Road Main Replacement, is estimated at \$1.3 million and is to be funded with long-term financing.

The GUC Board approved the Gas Capital Projects Budget and the Reimbursement Resolution at the October 20, 2011 regular meeting and

recommends similar action by the City Council.

Fiscal Note: No costs to the City.

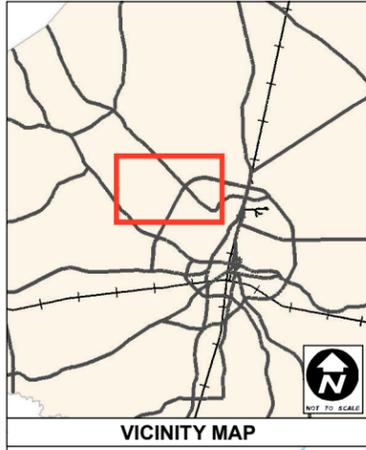
Recommendation:

1. Adopt the attached NC 33 Main Extension and Old River Road Main Replacement Capital Project budget, GCP-87, for \$1,300,000.
2. Adopt the attached Ordinance for Gas Capital Project Budget NC 33 Main Extension and Old River Road Replacement Project.
3. Adopt the attached Reimbursement Resolution for GCP-87 to allow GUC to reimburse itself from future department financing.

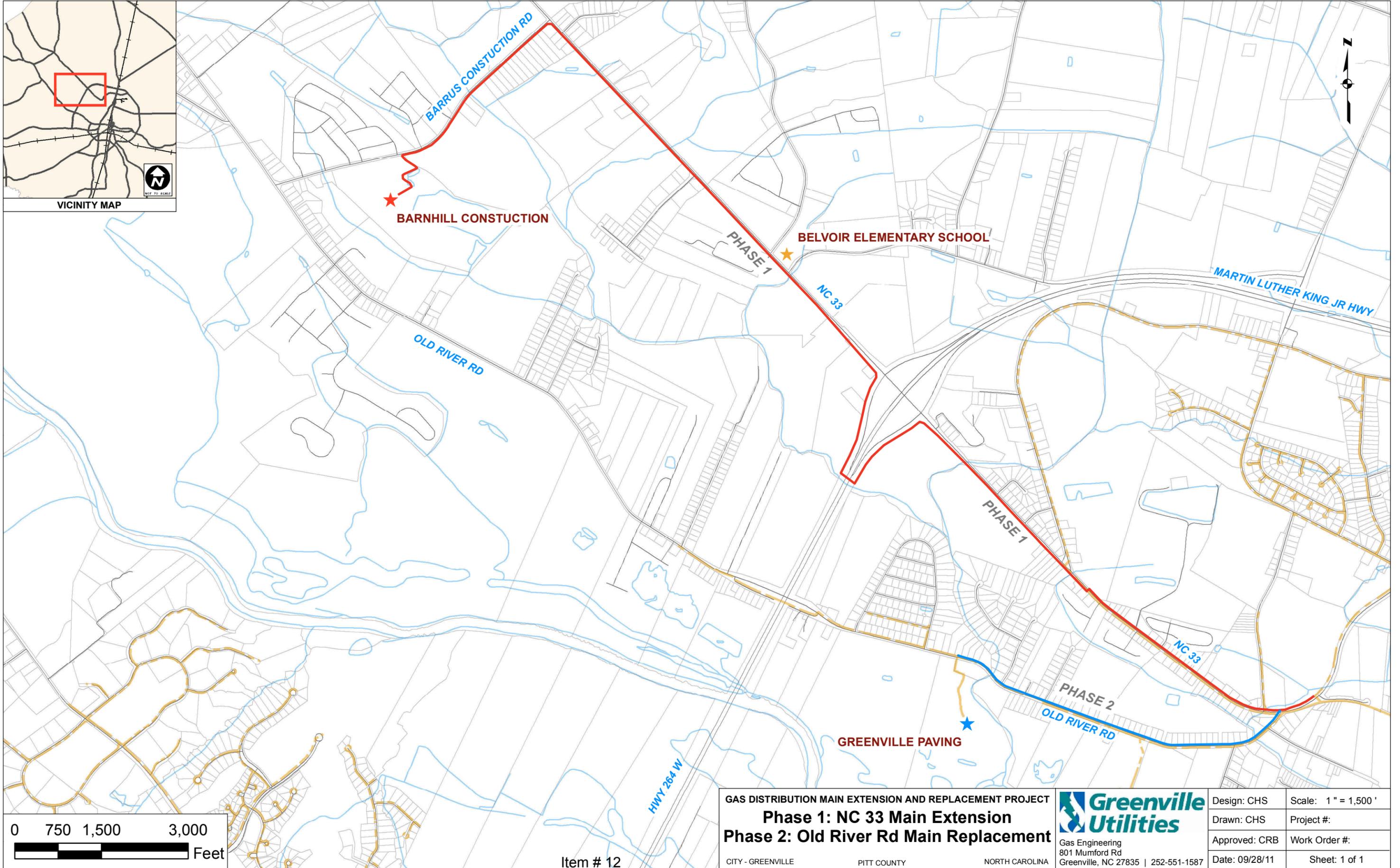
Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

-  [Ordinance NC 33 Main Ext and Old River Road Main Replacement Project](#)
 -  [Budget NC 33 Main Ext and Old River Road Main](#)
 -  [Reimbursement Resolution](#)
 -  [Map NC 33 Main Ext and Old River Road](#)
-



VICINITY MAP



Item # 12

GAS DISTRIBUTION MAIN EXTENSION AND REPLACEMENT PROJECT
Phase 1: NC 33 Main Extension
Phase 2: Old River Rd Main Replacement

CITY - GREENVILLE PITT COUNTY NORTH CAROLINA

Gas Engineering
801 Mumford Rd
Greenville, NC 27835 | 252-551-1587

Design: CHS	Scale: 1" = 1,500'
Drawn: CHS	Project #:
Approved: CRB	Work Order #:
Date: 09/28/11	Sheet: 1 of 1

**Greenville Utilities Commission
Proposed Capital Budget
As of October 20, 2011**

Project Name	Proposed Budget
 GCP 87 - NC 33 Main Extension and Old River Road Replacement Project	
Revenues:	
Long-term Financing	\$1,300,000
Total Revenues	<u>\$1,300,000</u>
 Expenditures:	
Project Cost	\$1,300,000
Total Expenditures	<u>\$1,300,000</u>
Engineering Services	\$240,000.00
Supplies and Materials	\$400,000.00
Land Acquisition (Easements)	\$50,000.00
Construction-NC 33 (Phase 1 - Labor Costs)	\$370,000.00
Construction-Old River Road (Phase 2 - Labor Costs)	\$80,000.00
Contingency	\$160,000.00
	<u>\$1,300,000.00</u>

ORDINANCE NO. 11-_____

FOR GAS CAPITAL PROJECT BUDGET
NC 33 MAIN EXTENSION AND OLD RIVER ROAD REPLACEMENT PROJECT

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

Section 1. Revenues. Revenues of Gas Capital Project Budget, NC 33 Main Extension and Old River Road Replacement Project, is hereby established to read as follows:

Revenue:

Long Term Financing	<u>\$1,300,000</u>	
Total Revenues		<u><u>\$1,300,000</u></u>

Section 2. Expenditures. Expenditures of the Gas Capital Project Budget, NC 33 Main Extension and Old River Road Replacement Project, is hereby established to read as follows:

Expenditures:

Project Cost	<u>\$1,300,000</u>	
Total Expenditures		<u><u>\$1,300,000</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 14th day of November, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

RESOLUTION NO. 11-__

**RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE
TO REIMBURSE THE CITY FROM THE PROCEEDS
OF ONE OR MORE TAX EXEMPT FINANCINGS FOR CERTAIN
EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE
ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS**

WHEREAS, the City of Greenville, North Carolina (the "City") has paid, beginning, October 20, 2011, which date is no more than 60 days prior to the date hereof, certain expenditures in connection with the acquisition and construction of certain improvements (the "Improvements") more fully described in Exhibit A attached hereto, consisting of improvements to its electric, gas, sanitary sewer and water systems (collectively, the "System"); and

WHEREAS, the City Council of the City (the "City Council") has determined that those moneys previously advanced no more than 60 days prior to the date hereof to pay such expenditures in connection with the acquisition and construction of the Improvements (the "Expenditures") are available only on a temporary period and that it is necessary to reimburse the City for the Expenditures from the proceeds of one or more tax exempt financings (the "Tax-Exempt Financing");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City Council hereby declares its intent to reimburse the City from the proceeds of the Tax-Exempt Financing for the Expenditures made on and after October 20, 2011, which date is no more than 60 days prior to the date hereof. The City Council reasonably expects on the date hereof that it will reimburse the City for the Expenditures from the proceeds of a like amount of the Tax-Exempt Financing.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to a capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Tax-Exempt Financing, (c) a non-recurring item that is not customarily payable from current revenues of the System, or (d) a grant to a party that is not related to or an agent of the City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the City.

Section 3. The principal amount of the Tax-Exempt Financing estimated to be issued to reimburse the City for Expenditures for the Improvements is estimated to be not more than \$1,300,000.

Section 4. The City will make a reimbursement allocation, which is a written allocation by the City that evidences the City's use of proceeds of the Tax-Exempt Financing to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Improvements are placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that

exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this the 14th day of November, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

EXHIBIT A

THE IMPROVEMENTS

The Improvements referenced in the resolution include, but are not limited to, all design, engineering, material, land acquisition for easements and construction costs for improving the delivery of natural gas service associated with the NC 33 Main Extension and Old River Road Replacement Project.



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Resolution of support to form a partnership with Pitt County Schools by adoption of South Greenville Elementary School

Explanation: The City Council's adopted 2011 strategic goals include "Promote Effective Partnerships" and "Promote a Safe Community". An objective that goes along with those goals calls for strengthening partnerships with the Pitt County School System. The adoption of South Greenville Elementary School by the City of Greenville advances those goals.

The welfare of the City of Greenville is intertwined with the local schools. Greenville students, faculty, and staff of schools with a disproportionate percentage of free and reduced lunch qualified students need community support, if the academic progress that each child is capable of attaining is to be realized. A partnership formed by the Pitt County Schools Superintendent and City of Greenville City Manager will support the goal of helping those students actualize their potential and achieve academic success.

The South Greenville Elementary School student population consists of over 80% of students qualifying for free or reduced lunch. Adoption of the South Greenville Elementary School by the City of Greenville will enable City employees to focus their efforts to support South Greenville Elementary School students, faculty, and staff.

To encourage City employees to volunteer at South Greenville Elementary School, any regular, full-time employee may use one hour per week of paid administrative leave (school involvement leave) to volunteer at South Greenville Elementary School.

City staff will work with South Greenville Elementary School staff to regularly review this partnership and will provide an annual report to the City Manager and Superintendent of the Pitt County Schools.

Fiscal Note: No direct cost.

Recommendation: Approve the attached resolution supporting the adoption of South Greenville Elementary School and authorize the City Manager to create the necessary administrative procedures prescribing the manner in which employees may participate.

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Attachments / click to download

 [SOUTH GREENVILLE ELEMENTARY SCHOOL ADOPTION 911338](#)

RESOLUTION NO. ____ -11

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE IN SUPPORT
OF THE PARTNERSHIP BETWEEN THE CITY OF GREENVILLE AND THE
PITT COUNTY SCHOOLS DISTRICT THROUGH THE ADOPTION OF THE
SOUTH GREENVILLE ELEMENTARY SCHOOL

WHEREAS, the City Council of the City of Greenville adopted the strategic staff goals to promote effective partnerships and to promote a safe community;

WHEREAS, the Pitt County Schools District desires to continue and strengthen existing partnerships with the City of Greenville;

WHEREAS, South Greenville Elementary School is located in the center of the city and over eighty percent of its students qualify for free or reduced lunches;

WHEREAS, South Greenville Elementary School needs an organization to adopt it;

WHEREAS, the welfare of the city of Greenville and the South Greenville Elementary School are intertwined;

WHEREAS, the City Council of the City of Greenville wishes to encourage City employees to volunteer and support the needs of South Greenville Elementary School students, faculty, and staff so that students will actualize their full potential;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby express its support of the partnership between the City of Greenville and the Pitt County Schools by the adoption of South Greenville Elementary School.

Adopted this the 14th day of November, 2011.

Patricia C. Dunn, Mayor

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Firefighter's Relief Fund Committee
- b. Public Transportation and Parking Commission

Explanation: The Firefighter's Relief Fund Committee and Public Transportation and Parking Commission are scheduled to make their annual presentations to City Council at the November 14, 2011 meeting.

Fiscal Note: N/A

Recommendation: For information only; no action recommended

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Report by Pitt County-City of Greenville Airport Authority on audit corrective actions

Explanation: Mayor Dunn requested that the Pitt County-City of Greenville Airport Authority make a report to the City Council on the status of the corrective actions taken in response to the fiscal control audit performed by the Office of the State Auditor. Airport Authority Executive Director Jerry Vickers will present the update.

Fiscal Note: No direct cost to the City.

Recommendation: Receive a report from the Pitt County-City of Greenville Airport Authority.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Presentation of Evans Street Gateway concept design

Explanation: As part of its 2005-2006 Annual Work Plan, the Redevelopment Commission selected a consultant to develop a set of design guidelines for future streetscape improvement projects undertaken within the Revitalization Project areas. The goal of the design process was to create a unique and distinctive vision for public spaces within that area. Key factors considered in the process included vehicular/pedestrian/bicycle access, public utility location and improvements, street and gateway character, public art, and wayfinding. The final deliverable from that process was the Center City-West Greenville Streetscape Master Plan, which was subsequently adopted by both the Redevelopment Commission and the City Council.

Initial projects selected for design and construction were a segment of West 5th Street running from Memorial Drive to Cadillac Street along with portions of Reade and Cotanche Streets. Based on cost estimates and prioritization developed as part of the master planning process, the Redevelopment Commission and City Council designated a segment of Evans Street running from the intersection of 5th Street to the intersection of 10th Street as the second phase of streetscape design and construction project in the Uptown District. Rivers and Associates was engaged to carry out this effort. Design and construction of this project is planned to coincide with design and construction of the 10th Street Connector Project, which will deliver hundreds of new vehicular trips per day to the Evans Street gateway and to the Uptown District.

Based on input from the Steering Committee comprised of City staff, Uptown Greenville board members, and Greenville Utilities staff, along with input from a wide range of stakeholders (ECU, NCDOT, local developers, planners for the Intermodal Transportation Center along with the City's Bicycle and Pedestrian Commission), Rivers and Associates has developed a concept plan. The concept plan represents the project team's vision for the corridor and calls for this section of Evans Street to become one of Greenville's great streets with a design that blends the area's rich architectural legacy with an emerging dynamic hub of services, creating a diverse, accessible, attractive place that is uniquely reflective

of Greenville's rich history and future vision.

The Greenville Redevelopment Commission approved the Evans Street Gateway design concept at their November 1, 2011, meeting.

Fiscal Note:

The design study and construction of the Evans Street Gateway project is an approved item on the Redevelopment Commission's 2011-2012 Annual Work Plan. Funds for both design and construction will be drawn from the 2004 general obligation bond issue for the Center City. The design budget for the phase 2 Uptown District streetscape project is \$146,000. Staff expects to present to the Redevelopment Commission and City Council a construction budget at a later date.

Recommendation:

Approve the Evans Street Gateway design concept.

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Attachments / click to download

 [Schematic Design](#)

 [Project Description](#)

Schematic Design
 Drawings
 for the

**Evans Street
 Gateway
 Streetscape**



City of Greenville, Greenville Township,
 Pitt County, North Carolina

REVISION	DATE

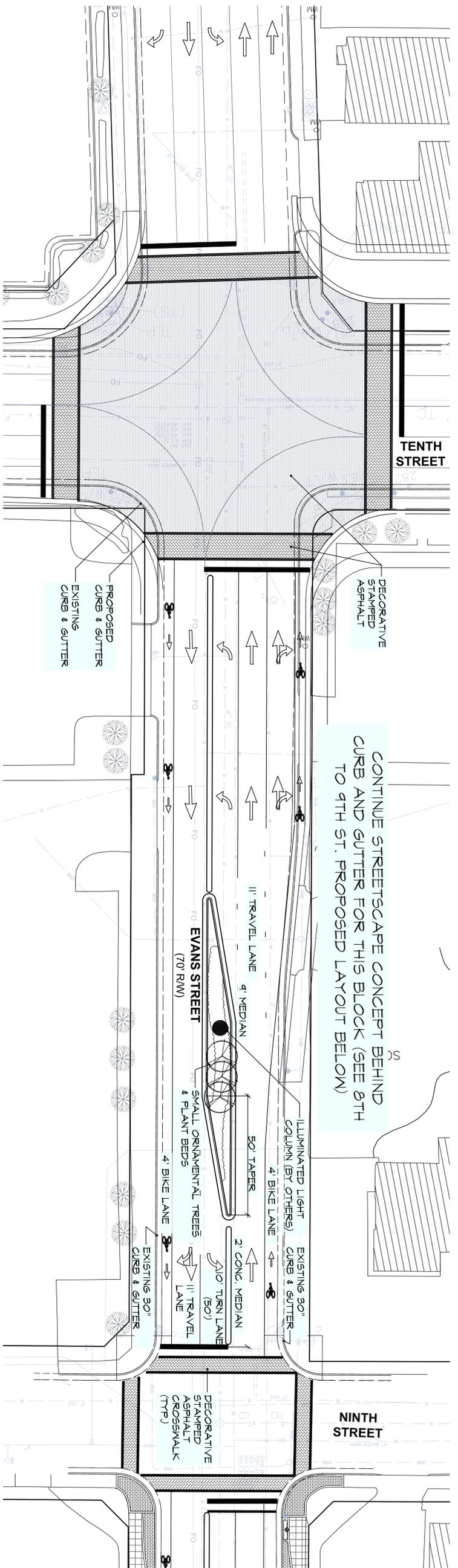
**PRELIMINARY
 DRAWING
 FOR REVIEW
 PURPOSES ONLY**

Item # 16

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DESIGN	S4/MS	CHECK	SA/MS
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SCALE	AS SHOWN		
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PROJECT NO.	2011048		
DRAWING TITLE			

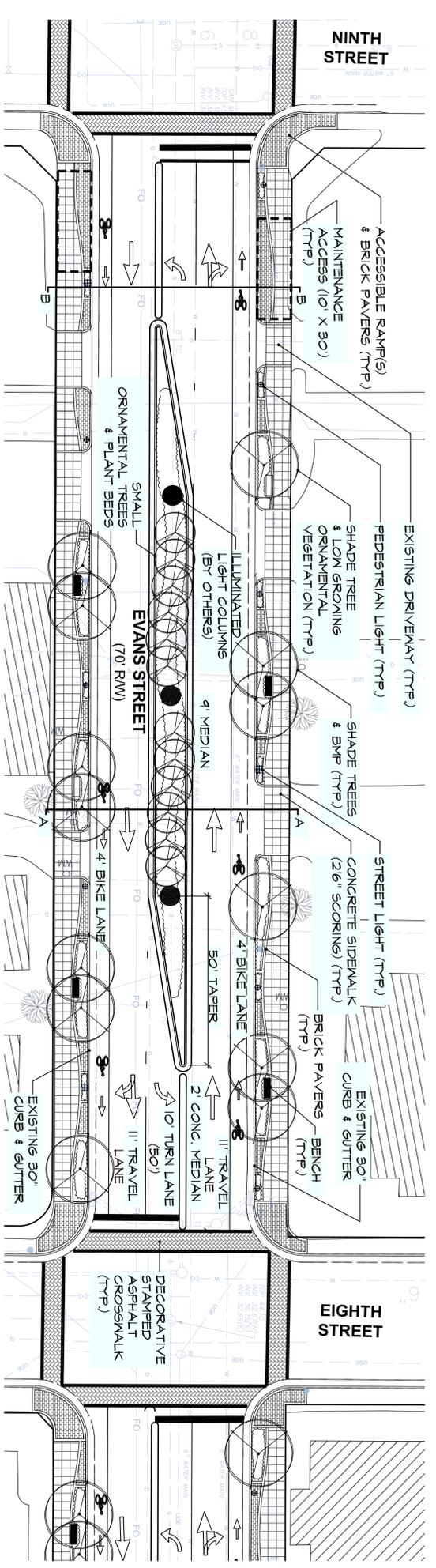
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 DESIGN**

DRAWING NUMBER



SCHEMATIC DESIGN

EVANS STREET FROM 10TH STREET TO 9TH STREET



SCHEMATIC DESIGN

EVANS STREET FROM 9TH STREET TO 8TH STREET



Attachment number 1
 Page 1 of 2



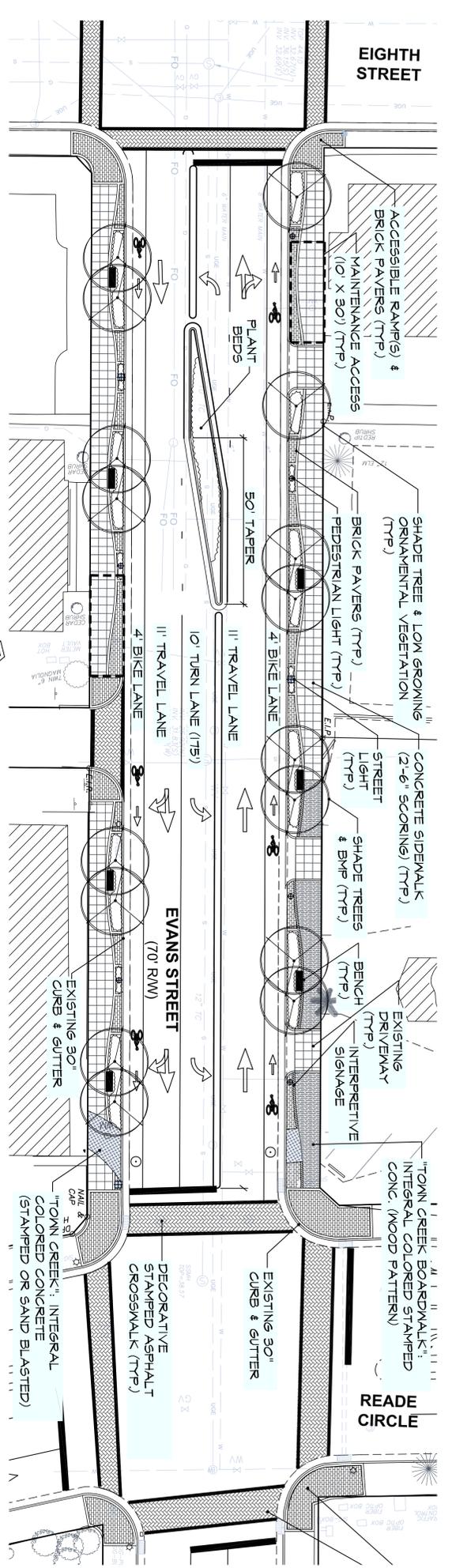
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**PRELIMINARY
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 FOR REVIEW
 PURPOSES ONLY**

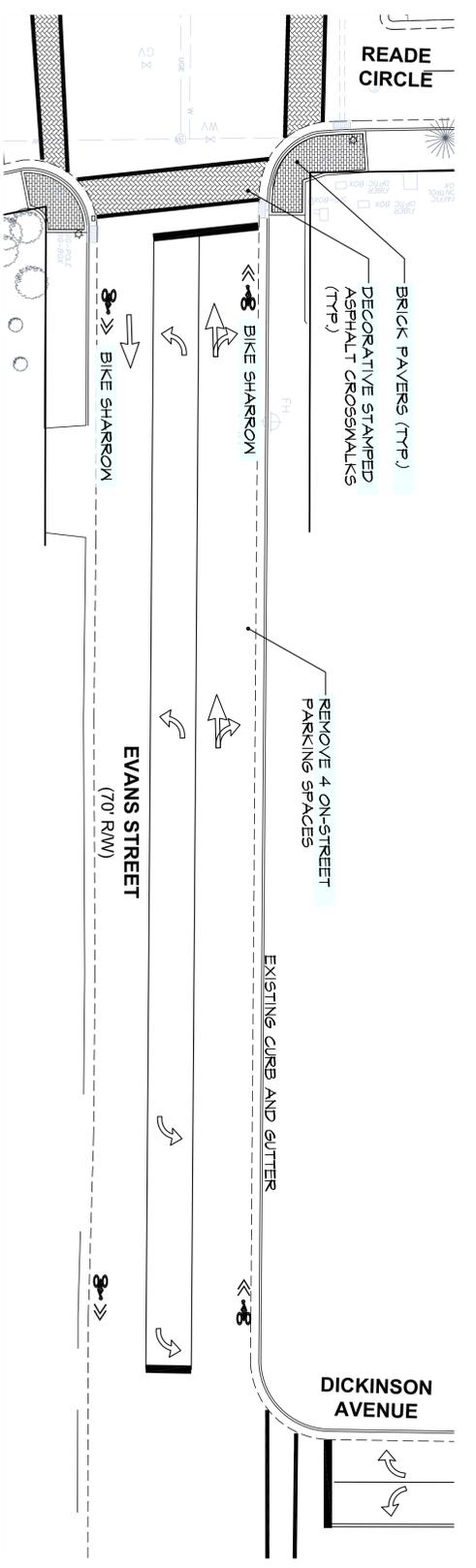
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SCALE	AS SHOWN		
DRAWING NO.	W-3299		
PROJECT NO.	2011048		

**SCHEMATIC
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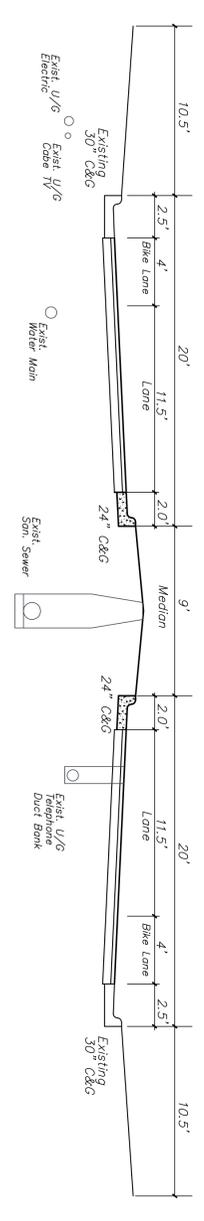
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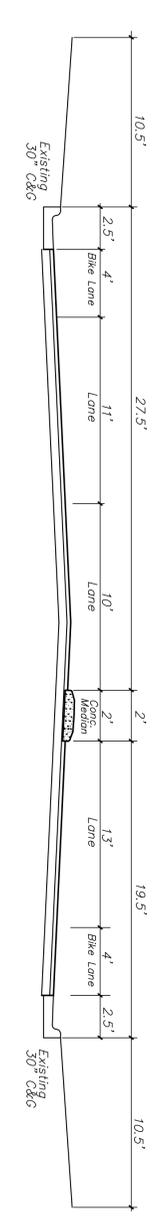
SCHEMATIC DESIGN
 EVANS STREET FROM 8TH STREET TO READE CIRCLE
 SCALE 1" = 20'-0"



SCHEMATIC DESIGN
 EVANS STREET FROM READE CIRCLE TO DICKINSON AVENUE
 SCALE 1" = 20'-0"



TYPICAL SECTION A-A
 Scale: 1"=5'



TYPICAL SECTION B-B
 Scale: 1"=5'

Attachment number 1
 Page 2 of 2

PROJECT OVERVIEW

Project Purpose *

The City of Greenville is a thriving economic hub in the heart of eastern North Carolina that serves as the center of commerce, healthcare and education for the region. The City has enjoyed a sustained period of population growth and economic investment in recent years, leading to a current municipal population of just over 80,000 persons.

As with many cities across the nation, Greenville is seeking to capitalize on recent trends pointing to renewed interest in the “traditional urban core” of the city. Toward this end, the Greenville City Council established a Redevelopment Commission in the fall of 2002, charging the group with developing and implementing a plan to revitalize Greenville’s traditional central business district and surrounding neighborhoods. The Center City – West Greenville Revitalization Plan, a strategic revitalization planning document, was adopted in March of 2006, and was followed by adoption of the Center City – West Greenville Streetscape Master Plan in December of that same year. Copies of both the Streetscape Master Plan and the Revitalization Plan may be viewed at www.greenvillenc.gov/urbandevelopment

With a diverse mix of housing, entertainment, government and cultural venues, Greenville’s Center City is rapidly regaining its historic standing as a hub for citizens to live, do business and recreate. It is the intent of this public improvement project to plan for the transformation of a four-block section of Evans Street into one of Greenville’s great streets, leading vehicular, pedestrian and bicycle traffic alike from the soon to be constructed Tenth Street Connector into the heart of the city.

* As stated in the Evans Street Gateway RFQ dated February 2011

Location

The Project limits for detailed engineering / landscape architecture design and the preparation of construction / bidding documents is limited to the existing Evans Street Corridor right-of-way from approximately 150 feet north of the existing northern right-of-way of Reade Circle to approximately 150 feet south of the existing southern right-of-way of Tenth Street.



ROADWAY DESIGN LAYOUT

The City's 2006 Streetscape Master Plan conceptually illustrated streetscape improvements along Evans Street from 10th Street through Reade Circle to include:

- Planted median
- Decorative pavement at intersections
- Decorative street and pedestrian lighting
- Civic art
- Wide pedestrian walks with seating
- Street trees

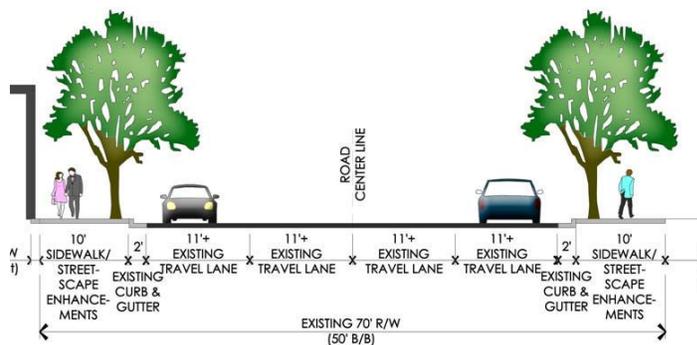
Utilizing the City's 2006 Streetscape Master Plan as a guide, three roadway design scenarios were schematically designed and assessed. Scenarios ranged in cost, complexity, and feasibility.

Scenario A is the most modest with proposed enhancements limited to areas behind the existing curbline. It was determined that this concept is not in keeping with the City's Streetscape Master Plan and vision for this project.

Scenario B illustrates a proposed "road diet" to reduce Evans Street from 4-lanes to 2-lanes (one northbound, 1 southbound) with designed turning lanes and a designated bike lane, while maintain the existing curb and gutter.

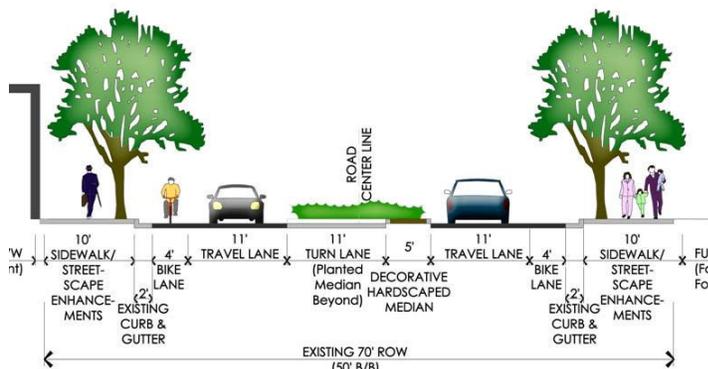
Scenario C is the most complex of the scenarios with a proposed planted median and designated bicycle lanes, while maintaining 4- travel lanes and turn lanes. It was determined that this is not feasible due to high cost, time and necessary right-of-way acquisition.

It was determined that Scenario B best represents the City's goals for this project and was therefore selected by the City as the basis of design, pending a Traffic Impact Analysis that is currently being reviewed by the City.



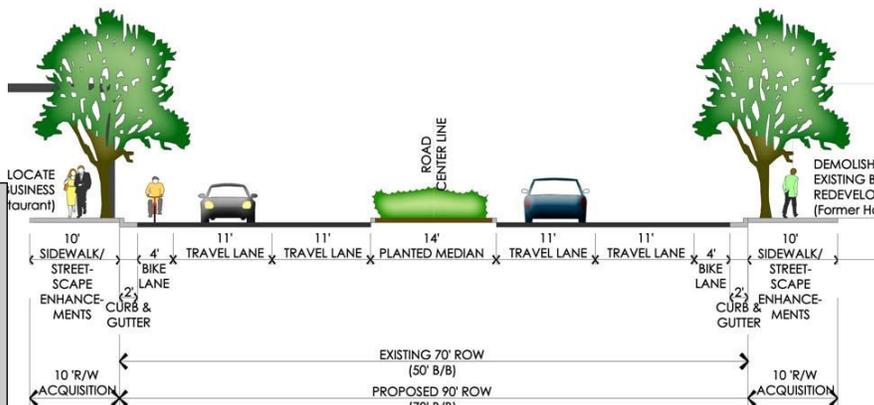
MARATHON RESTAURANT - FORMER HAM'S RESTAURANT SECTION
SCENARIO A:

PROS:
• DOES NOT REQUIRE ACQUISITION



MARATHON RESTAURANT - FORMER HAM'S RESTAURANT SECTION
SCENARIO B:

PROS:
• ALLOWS FOR GENEROUS



MARATHON RESTAURANT - FORMER HAM'S RESTAURANT SECTION
SCENARIO C:

PROS:
• ALLOWS FOR GENEROUS MEDIAN



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Application for North Carolina Parks and Recreation Trust Fund grant for support of improvements to Dream Park

Explanation: The Recreation and Parks Department requests City Council's approval to apply for a 2012 NC Parks and Recreation Trust Fund (PARTF) Grant in support of improvements to the Dream Park. The request for the matching grant is \$250,000.

The Recreation and Parks Commission, at their October 12, 2011 meeting, approved applying for this grant.

Fiscal Note: If the grant application is successful, the City of Greenville will be required to identify a minimum of \$250,000 in matching funds. (The promise of a higher local match may increase the chances of grant approval.) There is currently \$690,000 requested in the fiscal year 2012-2013 Capital Improvement Program submission for a full renovation of the park. If the PARTF grant application is successful, that amount could be reduced by \$250,000.

Recommendation: Approve the application for a NC Parks and Recreation Trust Fund Grant for support of improvements to the Dream Park.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Ordinance amending the concealed handgun ordinance

Explanation: During the 2011 Session of the North Carolina General Assembly, a law was enacted which limited the existing authority of cities to regulate the carrying of a concealed handgun by a person having a permit to carry a concealed handgun. Session Law 2011-268 retained the authority for cities to prohibit, by the posting of signs, the carrying of a concealed handgun in a city building and its appurtenant premises. But, it changed the authority relating to parks so that a city cannot prohibit the carrying of a concealed handgun in “parks” but can prohibit the carrying of a concealed handgun in “recreational facilities” which is defined by statute as including only a playground, an athletic field, a swimming pool, and an athletic facility. This limitation on the authority of cities is effective December 1, 2011.

The enactment of this law requires the City to amend its current ordinance relating to the carrying of a concealed handgun. The current ordinance is attached and includes "parks" as being within the area where carrying a concealed weapon is prohibited. In effect, the City's ordinance must be changed to comply with this new law's "rollback" of authority. The attached ordinance addresses this change in the law and takes the approach of continuing with the prohibition in parks to the maximum extent permitted under the new law. This is accomplished by specifying all areas within City parks which comply with the statutory definition of recreational facilities (a playground, an athletic field, a swimming pool, and an athletic facility). Recreation and Parks Director Gary Fenton compiled the listing with this intent in mind. The new law requires the ordinance to list each recreational facility for which the prohibition applies. Signs are required to be posted in order to provide the public with appropriate notification of the prohibition. Please note that Council has the authority to prohibit concealed handguns in recreational facilities but is not required to do so. One option would be to not exercise this authority and, therefore, to allow the carrying of concealed handguns in recreational facilities.

In the event the ordinance is not amended to include specified recreational facilities, the current ordinance's prohibition relating to parks could not be enforced as of December 1, 2011. The remaining provisions relating to buildings and their appurtenant premises would remain in effect and could be enforced.

The Recreation and Parks Commission recommended the approval of the attached ordinance at its October 12, 2011, meeting.

A summary of the statutory provisions on concealed handguns is attached. The general rule established by the North Carolina General Statutes is that it is unlawful to carry a concealed handgun except when a person is on his own premises. An exception to the general rule is that a person with a concealed handgun permit may carry a concealed handgun unless "otherwise specifically prohibited by law". The places where a person with a concealed handgun permit is otherwise specifically prohibited by law from carrying a concealed handgun includes "premises where notice that carrying a concealed handgun is prohibited by the posting of a conspicuous notice or statement by the person in legal possession or control of the premises". However, unlike other property owners, cities and counties are not authorized to post all of their properties but may only post a prohibition against carrying a concealed handgun (1) on local government buildings and their appurtenant premises and (2) (as of December 1, 2011) on specifically identified recreational facilities (statutorily defined as including only a playground, an athletic field, a swimming pool, and an athletic facility).

Attached are the following:

- (1) Proposed amendment to section 12-1-14;
- (2) Current section 12-1-14; and
- (3) Summary of the statutory provisions on concealed handguns.

Fiscal Note:

There is no fiscal impact caused by the adoption of the ordinance other than the expense associated with the posting of signs.

Recommendation:

Approval of the attached ordinance will result in the continued prohibition of the carrying of concealed weapons in parks to the maximum extent permitted by law.

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

Attachments / click to download

- [ORDINANCE AMENDING SECTION 12_1_14 OF THE GREENVILLE CITY CODE PROHIBITING THE USE OF CONCEALED HANDGUNS](#)
- [CURRENT SECTION SEC. 12_1_14 CONCEALED HANDGUNS PROHIBITED PUBLIC BUILDINGS GROUNDS AND PARKS. 908](#)
- [Concealed Handgun General Statutes 908661](#)

ORDINANCE NO. 11 -
ORDINANCE AMENDING SECTION 12-1-14 OF THE GREENVILLE CITY CODE
PROHIBITING CONCEALED HANDGUNS ON PUBLIC BUILDINGS,
GROUNDS AND RECREATIONAL FACILITIES

The City Council of the City of Greenville, North Carolina does hereby ordain:

Section 1. That Section 12-1-14 of the Code of Ordinances, City of Greenville, is hereby amended to read as follows:

SEC. 12-1-14 CONCEALED HANDGUNS PROHIBITED; PUBLIC BUILDINGS, GROUNDS AND RECREATIONAL FACILITIES.

(A) *Prohibition in buildings and appurtenant premises.* The carrying of a concealed handgun is prohibited, by the posting of signs indicating that the carrying of a concealed handgun is prohibited, in or on each building or portion of building now or hereafter owned, leased, operated, managed or controlled by the city and the appurtenant premises to the building.

(B) *Prohibition in recreational facilities.* For the purpose of this section, recreational facilities shall mean a playground, an athletic field, a swimming pool, and an athletic facility. The carrying of a concealed handgun is prohibited, by the posting of signs indicating that the carrying of a concealed handgun is prohibited, in or on the following recreational facilities now or hereafter owned, leased, operated, managed or controlled by the city:

- (1) The playground and athletic field at Andrew A. Best Freedom Park at 315 Oakdale Road;
- (2) The Bradford Creek Golf Course at 4950 Old Pactolus Road;
- (3) The soccer fields at the Bradford Creek Soccer Complex at 4523 Old Pactolus Road;
- (4) The playground at Dream Park, 1711 Chestnut Street;
- (5) The Greenville Community Pool at 2113 Myrtle Avenue;
- (6) The Greenville Aquatics and Fitness Center at 931 Staton Road;
- (7) The Drew Steele Center, Elm Street Center, tennis courts, playgrounds, baseball stadium, Sara Vaughn Field of Dreams, shuffleboard courts, horseshoe pits and bocce courts at Elm Street Park at 1058 and 1055 South Elm Street;
- (8) The tennis courts, softball fields, and archery range at Evans Park at 625 West Arlington Blvd;

- (9) The basketball court and playground at Greenfield Terrace Park, at 120 Park Access Road;
- (10) The Guy Smith Stadium, baseball fields and batting cages at Guy Smith Park at 1000 Moye Boulevard;
- (11) The Boyd Lee Center, softball fields, playground, cricket field and cross country course at H. Boyd Lee Park at 5184 Corey Road;
- (12) The playground at Hillsdale Park at 2531 Sunset Avenue;
- (13) The playground, tennis courts, extreme park, inline hockey rink, softball/baseball field and athletic field at Jaycee Park at 2000 Cedar Lane;
- (14) The soccer field, softball field, baseball field, disc golf course, and playground at Matthew Lewis Park at West Meadowbrook at 900 Legion Street;
- (15) The playground for dog owners and their pets at the Greenville Off Leash Dog Area at 218 N. Ash Street;
- (16) The playground and tot lot playground at Paramore Park at 401 E. Firetower Road;
- (17) The playground at Peppermint Park at 1400 Brownlea Drive;
- (18) The baseball fields, batting cage, and volleyball courts at the Perkins complex at 1703 E. 14th Street;
- (19) The volleyball court and playground at River Park North at 1000 Mumford Road;
- (20) The South Greenville Recreation Center, playground, athletic field, and baseball field at South Greenville Park at 851 Howell Street;
- (21) The Sports Connection at 1701 E. 14th Street;
- (22) The Eppes Recreation Center, playground, tennis courts and baseball field at Thomas Foreman Park at 400 Nash Street;
- (23) The playgrounds at Kristin Drive;
- (24) The athletic field and playground at Westhaven Park on Cedarhurst Drive; and
- (25) The playground, basketball court, and volleyball court at Woodlawn Park on Woodlawn Avenue.

(C) *Application of provisions.* The provisions of this section shall also apply to buildings and appurtenant premises leased, operated, managed or controlled by the Greenville Utilities Commission and Sheppard Memorial Library.

(D) *Persons excepted.* The provisions of this section shall not apply to the carrying of a concealed handgun by those persons enumerated in G.S. 14-269(b).

(E) *Violations.* Violations of the prohibitions authorized by this section are punishable as provided in G.S.14-269(c).

(F) *Exemptions.* (1) Notwithstanding any other provision of this section, upon obtaining the appropriate permit required by law, the possession of a concealed handgun shall be permitted at a convention center owned, leased, managed, operated or controlled by the city, by vendors or exhibitors at an event where the display, sale or exhibition of handguns is permitted or by individuals who have or possess a handgun for the sole purpose of sale or trade at an event where the display, sale or exhibition of handguns is permitted. Such persons shall be required to display their permit upon entrance into the convention center and have the handgun checked, inspected and disabled upon entrance into the convention center.

(2) Notwithstanding any other provision of this section, upon obtaining the appropriate permit required by law, the possession of a concealed handgun shall be permitted provided that the concealed handgun permittee secures the handgun in a locked vehicle within the trunk, glove box or an enclosed compartment or area within or on the motor vehicle.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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. This ordinance shall become effective on the 1st day of December, 2011.

This the 14th day of November, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

CURRENT SECTION –

SEC. 12-1-14 CONCEALED HANDGUNS PROHIBITED; PUBLIC BUILDINGS, GROUNDS AND PARKS.

(A) *Posting of signs required.* The City Manager shall cause to be posted appropriate signs in or on each park, building or portion of building now or hereafter owned, leased, operated, managed or controlled by the city, as well as the appurtenant premises to the building, indicating that the carrying of concealed handguns is prohibited therein.

(B) *Location of signs.* Signs shall be posted in a manner so as to be visible to the general public prior to entering the building, appurtenant premises or park. The City Manager shall exercise discretion in determining the necessity and appropriate location for other signs within the building, appurtenant premises or park.

(C) *Application of provisions.* The provisions of this section shall also apply to buildings and appurtenant premises leased, operated, managed or controlled by the Greenville Utilities Commission and Sheppard Memorial Library.

(D) *Handguns.* The provisions of this section shall not apply to the carrying of concealed handguns by those persons enumerated in G.S. 14-269(b).

(E) *Violations.* Violations of the prohibitions authorized by this section are punishable as provided in G.S. Chapter 14, Article 54B.
(Ord. No. 95-122, ' 1, passed 11-9-1995)

(F) *Exemptions.* Notwithstanding any other provision of this section, upon obtaining the appropriate permit required by law, the possession of a concealed handgun shall be permitted at a convention center owned, leased, managed, operated or controlled by the city, by vendors or exhibitors at an event where the display, sale or exhibition of handguns is permitted or by individuals who have or possess a handgun for the sole purpose of sale or trade at an event where the display, sale or exhibition of handguns is permitted. Such persons shall be required to display their permit upon entrance into the convention center and have the handgun checked, inspected and disabled upon entrance into the convention center.
(Ord. No. 05-41, ' 1, passed 4-14-2005)

Summary of Statutory Provisions on Concealed Handguns

G.S. 14-269 (a1)

Establishes the general rule that it is unlawful to carry a concealed handgun except when the person is on his own premises.

G.S. 14-415.11(a)

Establishes an exception to the general rule so that a person with a concealed handgun permit may carry a concealed handgun unless otherwise specifically prohibited by law.

G.S. 14-415.11(c)

Lists areas where, even if have a concealed handgun permit, prohibited to carry a concealed handgun. Several areas are listed (law enforcement or correctional facility, state or federal offices, and financial institution) but also includes the following:

- premises where notice that carrying a concealed handgun is prohibited by the posting of a conspicuous notice or statement by the person in legal possession or control of the premises.

G.S. 14-415.23

Provides that no city may enact an ordinance concerning legally carrying a concealed handgun except for an ordinance to permit the posting of a prohibition against carrying a concealed handgun (1) on local government buildings and their appurtenant premises and (2) on specifically identified city recreational facilities (statutorily defined as including only a playground, an athletic field, a swimming pool, and an athletic facility). Also, provides that, when a city adopts an ordinance relating to recreational facilities, then the concealed handgun permittee may, nevertheless, secure the handgun in a locked vehicle within the trunk, glovebox, or other closed compartment or area within or on the motor vehicle.

(NOTE: The intent of this statute is to prescribe a uniform statewide system for regulating the carrying of concealed handguns).

G.S. 14-269 (b)

Establishes an exception to the general rule by listing persons to which the prohibition does not apply as follows:

- (1) Officers and enlisted personnel of the armed forces of the United States when in discharge of their official duties as such and acting under orders requiring them to carry arms and weapons;
- (2) Civil and law enforcement officers of the United States;
- (3) Officers and soldiers of the militia and the National Guard when called into actual service;
- (4) Officers of the State, or of any county, city, town, or company police agency charged with the execution of the laws of the State, when acting in the discharge of their official duties;

(4a) Any person who is a district attorney, an assistant district attorney, or an investigator employed by the office of a district attorney and who has a concealed handgun permit issued in accordance with Article 54B of this Chapter or considered valid under G.S. 14-415.24; provided that the person shall not carry a concealed weapon at any time while in a courtroom or while consuming alcohol or an unlawful controlled substance or while alcohol or an unlawful controlled substance remains in the person's body. The district attorney, assistant district attorney, or investigator shall secure the weapon in a locked compartment when the weapon is not on the person of the district attorney, assistant district attorney, or investigator;

(4b) Any person who meets all of the following conditions:

- a. Is a qualified retired law enforcement officer as defined in G.S. 14-415.10.
- b. Is the holder of a concealed handgun permit in accordance with Article 54B of this Chapter.
- c. Is certified by the North Carolina Criminal Justice Education and Training Standards Commission pursuant to G.S. 14-415.26.

(4c) Detention personnel or correctional officers employed by the State or a unit of local government who park a vehicle in a space that is authorized for their use in the course of their duties may transport a firearm to the parking space and store that firearm in the vehicle parked in the parking space, provided that: (i) the firearm is in a closed compartment or container within the locked vehicle, or (ii) the firearm is in a locked container securely affixed to the vehicle.

(5) Sworn law-enforcement officers, when off-duty, provided that an officer does not carry a concealed weapon while consuming alcohol or an unlawful controlled substance or while alcohol or an unlawful controlled substance remains in the officer's body.

G.S. 14-269 (c)

Sets forth the penalty for a violation as a Class 2 misdemeanor for first offense and Class I felony for second or subsequent offenses.



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Selection of energy services company to provide energy savings performance contracting services

Explanation: The City received proposals from three companies for the City's guaranteed energy savings program improvement project. The purpose of the program is to evaluate and implement the most feasible project for the City that will reduce energy usage and expenditures, as well as update inefficient or outdated equipment.

Proposals were received from three state pre-qualified companies:

Linc Services, LLC; Raleigh NC
Schneider Electric; Morrisville, NC
Siemens; Morrisville, NC

All three companies were interviewed in October 2011 by a selection committee comprised of staff members from the Public Works and the Recreation and Parks Departments.

While each of the three firms is equally qualified to perform the work, staff considers Schneider Electric as the best firm to provide these services to the City. The selection committee, therefore, recommends that the City Council approve staff's selection of Schneider Electric as the best qualified firm for providing the City with a comprehensive and tailored approach to energy savings.

Per North Carolina General Statute 143-64.17, this program must be self-funding and the NC Local Government Commission must give final approval of this project.

The next step after selecting an energy services company (ESCO) is to enter into negotiations to perform an investment grade audit (IGA). The IGA is a more detailed engineering analysis of City facilities. This audit will determine the

scope of work for the most feasible performance contract project for the City.

Fiscal Note:

There is no cost for approving the selected firm. The next step in the process where the investment grade audit contract is approved will have budgetary impacts. The City is responsible for the cost of preparing the investment grade audit if it decides not to pursue the project. Ultimately, the dollars that are saved are used to fund the cost of this project.

Recommendation:

Approve the selection of Schneider Electric as the energy services company that will provide energy savings performance contracting services to the City.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Agreement and funding to participate in Pitt County's 700MHZ radio system

Explanation: Background

The Federal Communications Commission is requiring all public service agencies to convert their radio systems from wideband to narrowband by January 1, 2013. Depending on the age and type of the radios, this conversion could involve reprogramming or total replacement.

The City's Police and Fire-Rescue radio systems already meet this requirement. Most other City systems (mainly Public Works) do not.

Pitt County recognized this requirement and for the last two years has been working towards awarding a contract to obtain a new radio system that meets this requirement as well as another future radio narrowbanding requirement that is under development.

In April 2011, Pitt County offered other government agencies in Pitt County the ability to participate in their program to minimize all agencies' conversion costs.

Pitt County requested proposals for a trunked radio system capable of handling 1600 radios (subscribers). Three firms' submitted proposals, and Motorola was the responsive bidder with the best price. The County awarded a contract to Motorola in August 2011.

City staff analyzed the City's needs and obtained estimates from \$800,000 to \$4,000,000 to purchase a low-cost trunked radio system. The City, by participating in the Pitt County radio system, saves the cost of installing the hardware that creates a modern trunked radio system. Therefore, City staff recommends that the City participate in Pitt County's system to lower the City's costs for the required new radio system.

Staff is also working with Pitt County on the conversion of the Fire-Rescue Department's paging system to narrowband. Pitt County has recently issued its

request for proposals.

Agreement

Pitt County and City staffs have drafted an interlocal agreement (attached) to establish the process for the City’s participation in Pitt County’s 700MHZ radio system. The agreement has been reviewed by the City and County Attorneys, and they concur with the agreement as written.

Key elements of the agreement include:

- o The agreement is effective the date when the Agency first uses the system for operational purposes.
- o The City is responsible for funding purchasing the radios it will use on the system.
- o Radio maintenance is the responsibility of the subscriber. System maintenance is the responsibility of Pitt County.
- o The County will provide the radio frequencies for the system.
- o Public Works is treated as a public safety agency to ensure priority of use during disasters such as Hurricane Irene.
- o The City will pay Pitt County a subscriber fee of \$10.00 per radio per month payable quarterly.

City staff recommends that City Council approve the attached interlocal agreement with Pitt County that will enable the City to use Pitt County’s 700 MHZ radio system.

City staff reviewed the County’s procurement procedures and determined that procurement procedures were followed in obtaining the contract for the system. Therefore, City staff also recommends that City Council waive the competitive bidding requirements pursuant to North Carolina General Statute 160A-129(g) in order to contract with a qualified supplier, Motorola Solutions, Lawrenceville, Georgia, to purchase a base station/data modules, radios, and accessories.

The following is the estimated cost of the radio systems and accessories the City must purchase to meet FCC narrowbanding requirements.

Radio	Estimated Number	Estimated Cost	Cost
Portable Hand Held radios Model #2	92	\$2718.00	\$250,056
Portable Hand Held radios Model #3	27	\$2,845.00	\$76,815
Mobile Vehicle Mounted Radios	94	\$3430.00	\$322,420
Accessories	NA	NA	\$18,000
Data modules	NA	\$10,000	\$10,000
Total estimate Cost			\$677,291

Therefore, City staff also recommends that City Council approve the purchase, in the amount of approximately \$680,000, for base station/data modules, radios, and accessories from Motorola Solutions, Lawrenceville, Georgia pursuant to the same or more favorable prices, terms, and conditions as set forth in its contract with Pitt County.

The annual subscriber cost for the radios is estimated at \$25,560 per year.

Additionally, the City will be awarding a professional services contract to Federal Engineering, the consulting firm selected by Pitt County to assist them in the development, selection, and fielding process for their system. Federal Engineering will provide fielding assistance to the City of Greenville. This contract will not exceed \$10,000.

Fiscal Note:

Transfer \$680,000 from the New Technology for Public Safety capital project fund. This project fund was established in 2005 for the replacement and upgrade of police, and fire and rescue computer aided dispatch and records software applications and hardware. The project has now been substantially completed with only a few items remaining. The project fund balance is \$1,089,434 and after the transfer is made the balance will be \$409,434.

Recommendation:

(1) waive the competitive bidding requirements pursuant to North Carolina General Statute 160A-129(g) in order to contract with a qualified supplier, Motorola Solutions, Lawrenceville, Georgia, to purchase a base station and radios, (2) approve the purchase, in the amount of approximately \$680,000, of a base station/data modules, radios and accessories from Motorola Solutions, Lawrenceville, Georgia pursuant to the same or more favorable prices, terms, and conditions as set forth in its contract with Pitt County, (3) approve the attached Interlocal Agreement with Pitt County for the use of its 700MHz Radio System, and (4) Transfer \$680,000 from the New Technology for Public Safety capital project fund to a new radio purchase account.

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 [Agreement for Radio System](#)

**NORTH CAROLINA
PITT COUNTY**

**INTERLOCAL AGREEMENT BETWEEN
PITT COUNTY AND PARTNERING AGENCY
FOR SUBSCRIBER FEE FOR THE USE
OF 700 MHz RADIO SYSTEM**

THIS AGREEMENT entered into on this the _____ day of November, 2011, by and between Pitt County, hereinafter referred to as "COUNTY" and the City of Greenville, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, COUNTY has purchased and is installing a Motorola 700 MHz L-2 Core ASTRO P-25 TDMA Radio System, hereinafter referred to as "SYSTEM", to provide improved public safety communications, including emergency and non-emergency, which can be expanded to accommodate the requirements of the COUNTY; and

WHEREAS, the SYSTEM has the capacity to allow other users to communicate on the SYSTEM, both public safety and non-public safety agencies; and

WHEREAS, AGENCY has expressed an interest to use the SYSTEM as a primary means of communications; and

WHEREAS, COUNTY is willing to allow AGENCY the ability to use the SYSTEM for primary means of communications; and

WHEREAS, AGENCY and COUNTY desire to enter into an agreement to provide the terms and conditions of their agreement, including subscriber fees to be paid by AGENCY for the use of the radio system.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the COUNTY and the AGENCY agree as follows:

1. Purpose: The purpose of this Agreement is to set forth the rights and obligations regarding the use of the SYSTEM by AGENCY.

2. Term: The effective date of this Agreement shall be the date when the AGENCY first uses the SYSTEM for operational purposes (excluding training or testing) after acceptance of the SYSTEM from Motorola by COUNTY. The AGENCY AND COUNTY shall promptly memorialize this effective date by indicating the date on a certificate. The initial term of this Agreement shall be for one (1) year from the effective date. The terms of this Agreement shall automatically renew for additional one (1) year terms, for a total of ten (10) years unless either COUNTY or AGENCY gives at least one (1) year's written notice of termination to the other party.

3. Subscriber Fee: AGENCY shall pay to COUNTY a subscriber fee of \$10.00 per subscriber unit per month, for a total of \$120.00 per year per subscriber unit, payable quarterly.

The monthly subscriber fee per subscriber unit shall be prorated on the first and final month that each subscriber unit is initially placed and finally removed from service based upon the number of days in the month in which it is in service. Payment of the subscriber fee includes all payments to be made by AGENCY for the use of the SYSTEM, with no additional charge for the use of the SYSTEM, including but not limited to, an additional charge for air time.

4. Subscriber Units: For the purpose of this Agreement, a subscriber unit means a radio owned by the AGENCY which utilizes the SYSTEM. AGENCY shall be responsible for the purchase of its subscriber units. Provided that Motorola is willing to furnish the subscriber units to the AGENCY at the same or more favorable prices furnished to the COUNTY, AGENCY agrees to purchase subscriber units from Motorola through the COUNTY's contract with Motorola. Said contract is the result of a public, formal bid process in full compliance with the bidding laws of the State of North Carolina for the purchase of this equipment. Payment for the subscriber units shall be the sole responsibility of AGENCY to Motorola. Maintenance and upgrades of the subscriber units purchased by AGENCY shall be the sole responsibility of AGENCY. COUNTY shall provide all ancillary equipment necessary for Motorola subscriber units to join and utilize the SYSTEM.

Any non-Motorola subscriber units purchased by AGENCY will be P25 Phase 2 capable and will require the AGENCY to purchase for the COUNTY the necessary software and hardware equipment for the programming of the non-Motorola subscribers units.

All subscriber units shall only be granted access to the system by a radio ID assigned by the COUNTY. All subscribers units must be maintained and programmed in accordance with the COUNTY specifications. COUNTY will maintain the system key but will provide a programming button to allow AGENCY the ability to program their radios that have an approved and issued County ID.

If AGENCY chooses to purchase non-Motorola subscriber units, any Ancillary Equipment needed for AGENCY to join and utilize the SYSTEM must be Motorola compatible (Motorola approved) and will be at the expense of AGENCY. All equipment will be P25 Phase 2 capable.

5. Infrastructure: COUNTY shall own, operate, maintain and administer all aspects of the SYSTEM in a professional manner to ensure the long-term and reliable provision of the SYSTEMS's coverage and capacity requirements. Performance shall be as specified in the contract between COUNTY and Motorola dated August 1, 2011, which performance requirements are incorporated herein by reference. COUNTY shall be responsible for maintaining the SYSTEM so that the SYSTEM complies with said performance requirements and has the capacity to accommodate the number of subscriber units the COUNTY allows to use the SYSTEM, including COUNTY use and all the Agencies granted use.

6. Priorities: It is understood that public safety agency access and utilization of the SYSTEM is first priority and that the access of other Agencies, whether currently on the SYSTEM or requesting service in the future, may be restricted to avoid negatively impacting public safety use of the SYSTEM. A public safety agency is defined as an agency whose primary function is law enforcement, firefighting or emergency medical care. COUNTY and AGENCY

agree in this Agreement that the City of Greenville Public Works Department and its employees shall have the same priority for access and utilization of the SYSTEM as a public safety agency and its employees.

7. FCC Licenses: Throughout the term of this Agreement, COUNTY will provide the use of radio frequencies licensed to the COUNTY. Use of the frequencies shall comply with the rules and policies of the FCC, any other applicable federal and state law, and the specific authorizations of COUNTY. COUNTY shall be responsible for ensuring that the frequencies are used properly and AGENCY shall provide access to facilities and equipment necessary to ensure compliance. COUNTY shall perform the necessary administrative responsibilities with regard to the FCC Licenses, which shall include the timely renewal of all licenses and responding to all FCC inquiries. During the term of this Agreement, neither party shall take any action, or fail to take any action, in respect to the FCC Licenses which would inhibit or prevent operation of the SYSTEM. Upon termination of this Agreement for any reason, the frequencies associated with the FCC Licenses shall remain with the COUNTY.

8. Amendments: This Agreement shall not be modified or otherwise amended except in writing and signed by the parties.

9. Independent Contractor: COUNTY and AGENCY are and shall remain independent contractors with respect to all services performed under this Agreement.

10. Indemnification: Each party shall indemnify and hold the other harmless from and against any and all loss, damage, cost or expense caused by the negligent or wrongful act or omission of any employee of the indemnifying party. Except as permitted by law, neither party shall be liable to the other for any indirect, special, incidental, consequential or punitive damages.

11. Governing Law: This Agreement shall be governed by and construed in accordance with North Carolina law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written, all pursuant to authority duly granted.

CITY OF GREENVILLE

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

PITT COUNTY

Chairman, Board of Commissioners

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Possible modifications to sign regulations

Explanation: Council Member Max Joyner requested on May 31, 2011, that a report on the sign regulations be placed on the August City Council meeting agenda. As a result of this request, Planning Division staff developed a report (attached) on the City's sign regulations and presented the report to the City Council at their August 8, 2011, meeting.

Following staff's presentation, Council Members asked a variety of questions related to the sign regulations, and specifically about temporary signs and flags. Following this discussion, City Council directed staff to develop options for possible modifications to the sign regulations for their review.

Staff developed a list of possible modifications to the sign regulations based primarily upon comments made by City Council members at the August 8, 2011, meeting and presented the same to City Council at their September 8, 2011, meeting. The possible modifications presented included the following:

1. 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).

Possible Modification 1: Eliminate the use of temporary signs.

2. 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 Modification 2: Allow "wind blades", but limit the number permitted per lot or business.

Possible Modification 3a: Limit the number of flags with commercial messages

per lot or business.

Possible Modification 3b: Eliminate the use of flags with commercial messages.

3. 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 Modification 4: Develop a unified "sign regulations brochure" and distribute information to all business license holders during annual renewal process.

Possible Modification 5: Require 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.

Note: Possible Modifications 4 and 5 are modifications proposed to various operating procedures; they do not involve substantive changes to the sign regulations.

Following staff's presentation of possible modifications and significant discussion, City Council directed staff to contact local sign companies to get input on potential modifications. Staff scheduled individual meetings with the owners/operators of four local sign companies. These individuals provided comments on the potential modifications presented to City Council and other miscellaneous provisions of the current standards. A full summary of the comments provided by the sign companies is attached hereto.

As a reminder, the City of Greenville's standards for regulating signs are located in Article N of the Zoning Ordinance (attached) and are referred typically as the City's sign regulations. The sign regulations strive to balance the rights and needs of businesses and other entities to advertise and promote themselves to the public with the community's need to maintain public safety and the aesthetic quality of the community.

The regulations are comprehensive in that the regulations include minimum standards relative to the construction, type, size, height, number, location, illumination, and maintenance of all signs within the City's planning and zoning jurisdiction. A survey of other North Carolina cities' temporary and flag standards is attached.

Fiscal Note: No direct cost.

Recommendation: Receive staff's report, including local sign companies' comments, and provide policy direction to staff.

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Attachments / click to download

- [Article N of Zoning Ordinance: Signs](#)
 - [Report on Sign Ordinance 2011_902351](#)
 - [Summary of Comments from Sign Companies_910200](#)
 - [Temporary Sign Survey August 2011_904867](#)
-

Summary of Comments from Local Sign Companies

Brite Signs

Temporary Signs

- Not in favor of eliminating. These signs are needed for businesses to convey messages to motoring public of sales or special events.
- Signs should be allowed to be larger for better visibility.

Flags

- Self supportive commercial flags need to be limited.
- No limit on flags on light poles on private property.

Education

- The brochure for businesses and requiring sign companies to review the ordinance are both good ideas.

Other Comments

- Banners should be allowed with a time limit. They are cheap and can be reused.
- Decrease the change time for electronic signs (currently once per hour).
- A survey of citizens should be done to determine the opinions of signage in Greenville.

Signs Now

Temporary signs

- Businesses need this form of advertisement especially in this economy, not in favor of eliminating.

Flags

- No distinction should be made between self supportive flags and wind blades or wind blades or wind feathers.
- Commercial flags should not be eliminated however the number allowed should be limited.

Education

- The brochure for businesses and requiring sign companies to review the ordinance are both good ideas.

Other Comments

- Provisions for “coming soon” signs should be added.
- Temporary wall signs (including banners) should be allowed for specified time during permanent sign fabrication.
- ECU should not be allowed to violate the city’s electronic sign requirements.
- Electronic signs should be allowed to change once every 15 minutes.

Mr. Sign Guy

Temporary signs

- Supports the elimination of these signs. They make the community look terrible.

Flags

- No distinction should be made between self supportive flags and wind blades.
- Commercial flags should not be eliminated however the number allowed should be limited.

Education

- The brochure for businesses is a waste of money because business owners will not read it. Sign company should educate the business owners when they purchase signs.
- Requiring sign companies to confirm in writing that they have received a copy of the city's sign regulations is a good idea.

Other Comments

- The city's voicemail system should be easier to navigate to report code violations.
- Sign fees are too low compared to other cities. Greenville is missing out on revenues. There should be a fee for each sign. (The City currently charges one permit fee regardless of how many wall signs are proposed.)
- Overall Greenville is doing a good job with signs, fees are low, permits are easy to get and the regulations are not too difficult compared to other cities.

Signsmith

Temporary signs

- Should not be eliminated because they are necessity for businesses that have limited road exposure.
- They should be limited for aesthetic purposes.
- Metal frames should be required instead of the wire frames typically used for aesthetic purposes.
- Penalties should be more severe for habitual offenders of the temporary sign regulations.

Flags

- No distinction should be made between self supportive flags and wind blades.
- Self supported flags should be limited or eliminated all together.
- Flags on light poles should not be eliminated. They should be required to be removed if tattered.

Education

- The brochure for businesses and requiring sign companies to review the ordinance are both good ideas.

Other Comments

- No hand drawn or hand written signs should be allowed.
- Greenville is easy to deal with, has reasonable fees and has ample sign allowances.

Temporary Sign and Flag Standards Survey

Cary

Temporary signs are prohibited in Cary except in conjunction with a grand opening event. These signs can be erected for 30 days and can be no larger than 32 square feet.

Flags that contain logos or advertisements are considered temporary signs and are not allowed. Ornamental flags can be erected on permanent poles at the rate of 3 poles per structure and two flags per pole not to exceed 25 foot in height. Flags are limited to 5'x8' or 40 square feet each in size.

Chapel Hill

Temporary signs are prohibited in Chapel Hill except in conjunction with a grand opening event. These signs can be erected for 21 days and can be no larger than 32 square feet.

Chapel Hill only allows the use of local, state or federal flags.

Fayetteville

Temporary signs are prohibited in Fayetteville except in conjunction with a grand opening event or going out of business sale. These signs can be erected for 30 days during each period. There is no size limit to the signs.

Flags are permitted at the rate of 5 per business and can only be business logo flags, local, state or federal flags.

Jacksonville

Temporary signs are permitted in the following manner:

- In conjunction with a grand opening which allows no more than two signs per lot or business to be erected no longer than 3 consecutive days or 10 total days per 365 days.
- 1 sign per lot no larger than 4 square feet and erected no longer than 3 consecutive days or 10 total days per 365 days.

Commercial and non commercial flags are permitted as long as they remain in good physical condition. There is no limit to the size or quantity.

Raleigh

Temporary signs are permitted in the following manner:

- Special Events: permitted for 30 days twice during the life of a business. Typically used in association with grand opening and going out of business events.
- Temporary Events: permitted for 20 days per calendar year

There is no limit to the size or amount of signs during these events.

Flags are considered wind blown signs and count toward the wall sign allowance of a business. They are limited to 20-feet in height or the height of the tallest structure, whichever is greater; 35 square feet in area; no more than 3 total flags per business; and all flags must be installed on permanent poles.

ARTICLE N. SIGNS**SEC. 9-4-221 PURPOSE.**

It is the purpose of this article to allow certain signs of a residential and commercial nature in areas designated for those uses which will best provide and ensure:

- (A) The health, safety and general welfare of the people;
- (B) The adequate supply of light and air to adjacent properties;
- (C) Adequate and proportionate advertisement displays which promote and protect the economic vitality of the community;
- (D) That signage displayed adjacent to and visible from a public right-of-way will not distract or confuse the motoring public, thereby causing a public hazard; and
- (E) That the aesthetic quality of the city is maintained for the benefit of all the citizens of the City of Greenville, Pitt County, and the State of North Carolina as a whole.
(Ord. No. 2337, § 1, passed 6-13-1991)

SEC. 9-4-222 DEFINITIONS.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Banner. A temporary sign display that is constructed of non-self-supporting or rigid material that is supported on two or more sides or corners by a rope, wire or other attachment that allows the display to move when struck by wind, and which is not a permanent sign or flag as a defined in this section. (See also definition of flag.)

Building frontage. The distance expressed in linear feet of the horizontal dimension of a building wall that is parallel and adjacent to one or more of the qualifying areas listed below:

- (a) A public or private street;
- (b) A common parking area in the case of a planned center;
- (c) A public parking area; or
- (d) A public access walkway.

Flag. A non-self-supporting fabric or film display that is supported on one side by a pole or mast, and is allowed to hang limp without vertical or horizontal structure and/or to move freely when struck by wind. A non-self-supporting fabric or film display that is supported on two or more sides or corners, or that is supported only along the top (highest) side shall constitute a banner. (See also definition of banner.)

Freestanding sign. A sign that is not directly and permanently attached to, supported by or erected on a building or other structure having a principal function other than support of the sign. To qualify as a permanent freestanding sign, displays made from non-self-supporting materials, including flex-face type signs, shall be permanently affixed to the sign support structure by a method approved by the Building Inspector, and the display (sign face) shall be enclosed and/or attached either by a two-inch or wider raised frame that supports the sign face, or within a two-inch or wider raised sign cabinet specifically designed for support of the sign.

Lot frontage. The distance expressed in linear feet of the common property boundary lines of a lot of record and a public or private street.

Off-premises sign. An outdoor advertising sign used for the purpose of displaying non-point-of-sale advertisement which directs attention to a business, establishment, profession, service, event, entertainment, condition or commodity that is located, manufactured, conducted, sold or otherwise offered or provided at an off-premises or off-site location other than the lot of record where the sign is constructed or displayed, except as further provided under section 9-4-236(B). Off-premises signs are hereby divided into two separate categories for purposes of regulation under section 9-4-236(B) as follows: temporary poster panel off-premises sign, and permanent panel off-premises sign. Any off-premises sign may be converted from either category to the other; provided, however, the use of any such sign shall be regulated in accordance with the category assignment of the sign at time of use.

Permanent panel off-premises sign. As used herein, a sign having a permanent frame and either a permanent or interchangeable solid display mounting surface upon which the sign's message or advertising content is permanently affixed to or painted directly on the display mounting surface. Specifically, any off-premises sign not meeting the definition of temporary poster panel off-premises sign below shall be construed as a "permanent panel off-premises sign."

Temporary poster panel off-premises sign. As used herein shall be defined as a sign having a permanent frame and solid display mounting surface upon which interchangeable messages, in the form of a temporary advertising poster composed of paper, film or other similar temporary non-self-supporting material, are mounted utilizing an adhesive or other similar temporary contact attachment method and which can be removed without disassembly of the display mounting surface. The term "temporary advertising poster" as used herein shall include only those displays which are printed, painted, drawn or otherwise created in complete content and form at a remote location and which are then adhered to the display mounting surface in single or multiple sheets. Mounting of poster displays to the display mounting surface by the use of nails, staples, screws, bolts, clips, hooks, cords, ropes, straps and similar methods shall be regarded as a permanent attachment as opposed to a temporary attachment and the poster displays shall not constitute a temporary advertising poster. All temporary advertising posters shall be open to the natural elements and shall not be enclosed or covered by plastic, glass or other permanent transparent material, enclosure or case.

On-premises sign. An advertising sign used for purposes of displaying point-of-sale advertisement which attracts attention to a business, establishment, profession, service, event, entertainment, condition or commodity that is manufactured, conducted, sold or otherwise offered or provided on the lot of record where the sign is constructed or displayed. "On-premises signs" are all signs not otherwise defined or regulated as off-premises signs.

Owner occupant. Any person, firm, corporation, lessee, receiver, trustee, guardian or personal representative holding legal title or legal right to occupy or carry on business in a structure or any facility, or any manager, operator or other person authorized to conduct business on behalf of an owner, and shall include each and every person who shall have title to or benefit of a sign, or for whose benefit any type sign is erected or maintained. Where there is more than one owner, as defined, their duties and obligations under this chapter are joint and several and shall include the responsibility for the sign.

Planned center. See Article B of this chapter.

Roof sign. A sign that is directly and permanently attached to and supported by the roof of a building or structure having a principal function other than support of the sign.

Sign. Any display device that is sufficiently visible and is located and designed to attract the attention of persons or to communicate any information to them.

Subdivision directory sign. A sign containing locational information relative to property owners, tenants, establishments or addresses within a platted subdivision. The sign shall contain no commercial advertisement.

Temporary sign. Any portable advertisement display that directs or attracts public attention to a specific event, product sold or service offered by the beneficiary of the display. Such signs include but are not limited to the following:

- (1) Signs made of paper, cloth, polyethylene film or other similar material;
- (2) Signs that are not permanently affixed to the ground or building surface in a manner approved by the Building Inspector;
- (3) Trailer signs;
- (4) Portable signs; and
- (5) Banners, flags or other similar devices.

Wall sign. A sign that is directly and permanently attached to and supported by a building or other structure having a principal function other than support of the sign. For purposes of this definition, poles, fences, storage tanks, bracing or other similar structures shall not be considered as a building or structure having a principal function other than support of the sign, and canopies and their support structures shall be considered as a building or structure having a principal function other than support of the sign.

- (1) To qualify as a permanent "wall sign," displays made from non-self-supporting materials, including flex-face type signs, shall be permanently affixed to the building or other structure by a method approved by the Building Inspector, and the display (sign face) shall be enclosed and/or attached:
 - (a) By a two-inch or wider raised frame that supports the sign face; or
 - (b) Within a two-inch or wider raised sign cabinet specifically designed for support of the sign.
- (2) The intent of subsections (1)(a) and (b) is to prohibit direct contact attachment of non-self-supporting material signs on a supporting wall or qualified structure and to require that the display (sign face) is separated from the supporting wall or qualified structure by not less than two inches.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 96-45, § 2, passed 6-13-1996; Ord. No. 02-63, §§ 1, 2, passed 6-13-2002; Ord. No. 06-76, § 1, passed 8-10-2006)

SEC. 9-4-223 PERMITS REQUIRED.

(A) No sign shall be erected upon any lot or attached to, suspended from or supported on a building or structure, nor shall any existing sign be enlarged, removed, relocated or materially repaired unless a zoning compliance and building permit for the same has been issued by the city. The permit shall be on forms supplied by the city and shall contain such information as necessary to ensure that the requirements and conditions of this article can be met.

(B) There shall be no sign permit issued unless the plans, specifications and intended use of the sign or part thereof conform in all respects to all applicable provisions of the Zoning Ordinance and the North Carolina State Building Code.
(Ord. No. 2337, § 1, passed 6-13-1991)

SEC. 9-4-224 GENERAL REQUIREMENTS FOR SIGNS.

(A) All signs shall be constructed and maintained in accordance with this article and the North Carolina State Building Codes, as amended. In the event of conflicting provisions of this article and the North Carolina State Building Codes, the more restrictive shall apply.

(B) No sign shall be erected or allowed to remain erected that is structurally unsafe, hazardous and in the opinion of the Building Inspector, constitutes a danger to the public safety. If, in the opinion of the Building Inspector, any sign should become insecure or in danger of falling or otherwise unsafe, the owner thereof or the person or firm maintaining the same

shall, upon written notice from the Building Inspector, immediately secure the sign in a manner to be approved by the Building Inspector in conformity with the provisions of this article or remove the sign at the expense of the owner. Any freestanding sign that is not permanently attached to the ground in a manner approved by the Building Inspector shall be considered a danger to public safety.

(C) To ensure that signs are maintained in a safe and aesthetic manner, the following maintenance requirements must be observed for all signs visible from any public street.

- (1) No sign shall have more than 20% of its display surface area covered with disfigured, chipped, peeling, cracked, ripped or frayed material of any description for a period of more than 30 successive days.
- (2) No sign shall be allowed to remain with bent or broken display area(s), broken supports, loose appendages or struts, or allowed to stand more than 15 degrees away from the perpendicular for a period of more than 30 successive days.
- (3) No sign shall be allowed to have weeds, trees, vines or other vegetation growing upon it for a period of more than 30 successive days.
- (4) No indirect or internally illuminated sign shall be allowed with only partial illumination for a period of more than 30 successive days.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 99-4, § 1, passed 1-14-1999; Ord. No. 02-94, § 1, passed 9-12-2002)

(D) Signs and sign support structures that are abandoned for a period of 12 months shall be removed regardless of compliance with subsections (A), (B) and (C) above. For purposes of this section, when an establishment, building or use that is the beneficiary of any on-premises sign has been vacated and is otherwise no longer in operation, all signs and sign support structures associated with the vacated establishment, building or use shall be deemed to be abandoned.
(Ord. No. 06-35, § 1, passed 4-13-2006)

SEC. 9-4-225 NONCONFORMING SIGNS.

(A) Any sign existing on the effective date (November 13, 1986) of this article that does not meet the requirements of this article or any amendment hereto shall be considered nonconforming. The sign shall be allowed to remain unless otherwise provided herein.

(B) No such nonconforming sign shall be altered, expanded or enlarged except as provided under subsection (C) below. Change in permanent copy shall be considered an alteration. For purposes of this section, permanent copy shall not include off-premises signs with changeable panels and reader board type signs with removable letters.

(C) Exemptions.

- (1) Any existing on-premises freestanding sign which is nonconforming with respect to a public street setback may be altered, provided all on-site freestanding sign(s) comply with all of the following conditions:
 - (a) Except as otherwise provided, the provisions of Article C of this chapter shall apply.
 - (b) The total number of all freestanding signs shall comply with applicable requirements.
 - (c) The sign surface area of all freestanding signs shall comply with applicable requirements.
 - (d) The altered freestanding sign height shall not be increased.
 - (e) The altered freestanding sign shall not exceed the maximum height for the district for a sign which is set back ten or more feet from the public street right-of-way.

- (f) There shall be no increase in any existing nonconforming situation or the creation of any new nonconforming situation.
- (2) Any existing off-premises sign which is nonconforming with respect to spacing, setback and/or construction may be altered, including replacement, provided the altered or replacement sign complies with all of the following conditions.
- (a) Except as otherwise provided, the provisions of Article C shall apply.
 - (b) No such sign shall be altered or replaced unless the sign is located within a zoning district that allows off-premises signs as a permitted use.
 - (c) There shall be no increase in any existing nonconforming situation or the creation of any new nonconforming situation.
 - (d) Except as further provided, a sign altered or replaced pursuant to this section shall comply with all applicable requirements including sign area, horizontal and vertical dimension, height, construction and landscaping as provided herein.
 - (e) There shall be no increase in sign size, including sign display area vertical or horizontal dimension, or in sign height.
 - (f) Prior to alteration or replacement of any such sign, the owner shall provide information, including photographic picture(s), scaled graphic depiction, site plan and any additional documentation as maybe required, to the Director of Community Development or his or her designee which illustrates and details the existing and proposed sign. No sign shall be altered or replaced prior to issuance of a zoning compliance and building permit.
 - (g) A building permit to replace the sign shall be obtained prior to the removal of the original sign. Construction of the replacement sign shall be initiated within the valid period of the original building permit. Failure to initiate construction of the sign within the valid permit period shall void any right to replace the sign under this section. Replacement of any sign initiated after the valid permit period shall be subject to all requirements in effect for location and construction of a new sign.

(D) Except as otherwise provided, no nonconforming sign shall be repaired when the repairs exceed 50% of the actual replacement value, as determined by the Building Inspector, except in conformance with this article.

(E) All temporary signs existing on the effective date (November 13, 1986) of this article which do not conform to the requirements set forth herein shall be removed within six months from the effective date of this article.

(F) Any sign erected after the effective date (November 13, 1986) of this article that does not conform to the requirements set forth herein shall be considered in violation of this article and must be removed at the owner's expense. (Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 95-137, § 1, passed 12-14-1995; Ord. No. 03-78, §§ 1-4, passed 8-14-2003; Ord. No. 06-75, § 1, passed 8-10-2006)

SEC. 9-4-226 NONCONFORMING SIGN; ORDER TO REMEDY OR REMOVE.

If any sign as defined by this article is erected or maintained in violation of this article, the owner of the sign shall be subject to the enforcement provisions of this article.
(Ord. No. 2337, § 1, passed 6-13-1991)

SEC. 9-4-227 SIGNS NOT REQUIRING PERMITS.

The following signs shall not require a zoning compliance permit under this article; provided, however, any such signs shall comply with all other requirements of this article and chapter except that the signs shall not be included in or count towards the total allowable sign surface area or total number of allowable freestanding signs.

(A) Signs not exceeding three square feet in total sign surface area that are associated with residential use and that are not of a commercial nature. The sign surface area shall contain only property identification names or numbers or names of occupants or warnings to the public;

(B) Memorial plaques, cornerstones, historical tablets and similar devices;

(C) Signs erected by or on behalf of or pursuant to the authorization of a governmental body, including legal notices, identification and information signs and traffic directional or regulatory signs;

(D) On-premises flags, balloons, insignia of nonprofit or governmental organizations shall be allowed subject to all of the following requirements:

(1) Flags not exceeding 100 square feet in surface area may at the option of the owner contain company and/or organization logos, writing or other representations. The flags shall be maintained in accordance with section 9-4-224 of this article;

(2) Balloons, except as qualified and regulated under section 9-4-233(K) of this article, shall comply with all of the following requirements:

(a) Balloons shall be removed each day for the period extending between the hours of 10:00 p.m. and 8:00 a.m. unless otherwise provided herein;

(b) Balloons shall be maintained in accordance with section 9-4-224 of this article;

(c) No balloon shall exceed a maximum height of 125 feet above grade, as measured from the point of ground attachment to the highest balloon surface;

(d) Any balloon that exceeds 25 feet in height shall be set back from all street right-of-way lines and overhead public utility transmission and/or distribution lines a ground distance equal to the display height of the balloon plus 25 feet, as measured from the ground attachment point to the right-of-way line or to all ground points determined by a 90-degree vertical line extending from the closest overhead public utility transmission and/or distribution line as projected upon the ground, whichever is closer. The purpose of this requirement is to provide a 25-foot clear fall zone in the event of the balloons descent due to deflation or weather conditions;

(e) All balloons shall comply with the maximum height limitations set forth under Title 9, Chapter 3, Airport Zoning, of the Greenville City Code; and

(f) No individual balloon regulated under this section shall exceed a dimension of 20 feet as measured by diameter in the case of spherical balloons, or as measured by the greatest length in the case of oblong or tubular balloons, including blimps and the like.

(3) Insignia of nonprofit or governmental organizations shall not be displayed in connection with a commercial promotion or as an advertising device.

(E) Integral decorative or architectural features of buildings or works of art, provided the features or works of art do not contain advertisements, trademarks, moving parts or lights;

(F) Signs erected for the purpose of directing traffic on private property, identifying restrooms and parking area entrances or exits, provided the signs shall not exceed three square feet. The signs shall not contain any advertising, business name or logo;

(G) Signs painted on or otherwise permanently attached to current licensed motor vehicles that are not primarily used as signs; and

(H) Certain temporary signs:

- (1) Temporary signs erected in connection with elections or political campaigns. Such signs shall be subject to section 12-1-5 of the Greenville City Code.
- (2) Displays, including lighting, erected in connection with the observance of holidays. Such displays shall be removed within ten days following the holiday.
- (3) Construction site identification signs shall be removed within ten days after the issuance of the occupancy permit.
- (4) Signs attached temporarily to the interior of a building's window or glass door. Such signs may not cover more than 25% of the transparent surface area of the window or door to which they are attached. Signs painted on a window or glass door shall not be considered as temporary.
- (5) Temporary unilluminated real estate signs shall be subject to the following.
 - (a) Within any residential zoning district, the total sign display area of any real estate sign(s) erected on any lot shall not exceed 12 square feet, unless otherwise provided herein.
 - (b) Within any nonresidential zoning district, the total sign display area of any real estate sign(s) erected on any lot shall not exceed 50 square feet, unless otherwise provided herein.
 - (c) The total sign display area of all temporary real estate sign(s) located on any multi-family lot that contains not less than 20 attached dwelling units, in one or several structures, shall not exceed 50 square feet.
 - (d) For purposes of this section, the term "real estate sign" shall include both "for sale" and "lease occupancy advertising" signs.
 - (e) Real estate "for sale" signs erected under this section shall be removed within 14 days following the transfer of title of the lot, tract or unit associated with the signs.
 - (f) Real estate "lease occupancy advertising" signs erected under this section shall be removed within 14 days following the occupancy of all leasehold units associated with the signs.
 - (g) Temporary real estate signs that are attached to a building, fence, wall or other structure shall meet the requirements for a permanent wall sign included under section 9-4-234(B).
 - (h) Temporary real estate signs that are freestanding shall meet the requirements for a permanent freestanding sign included under section 9-4-234(C); provided, however, no freestanding real estate sign located in a residential district shall exceed four feet in height and no real estate sign located in a nonresidential district shall exceed eight feet in height.
- (6) Temporary signs not covered in the foregoing categories, so long as the signs meet the following restrictions.
 - (a) Not more than one sign may be located on any lot.
 - (b) No such sign shall exceed six square feet in area.

(c) The sign shall be restricted to nonresidential uses only.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 95-61, §§ 2-4, passed 6-8-1995; Ord. No. 99-4, § 2, passed 1-14-1999; Ord. No. 05-15, §§ 1-2, passed 3-10-2005; Ord. No. 06-76, § 2, passed 8-10-2006)

SEC. 9-4-228 DETERMINING THE NUMBER OF SIGNS.

(A) For purposes of this article, a sign shall be considered a single display device or surface containing organized or related elements, and which form a unit. Randomly displayed elements without organized or related relationship shall be considered individually in determining the total number of signs.

(B) A double-face or a multi-side sign shall be regarded as one sign.
(Ord. No. 2337, § 1, passed 6-13-1991)

SEC. 9-4-229 COMPUTATION OF SIGN SURFACE AREA.

(A) The surface of a sign shall be computed by including the entire unit within a single, continuous, rectilinear perimeter forming 90-degree angles, enclosing the extreme limits of the writing, representation, emblem or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework or bracing that is clearly incidental to the display itself, except as defined in subsection (B) of this section.

(B) With respect to three-dimensional or multi-sided signs (excluding double-face signs), the total sign surface area of all sides shall not exceed twice the maximum sign surface area as provided herein.

(C) With respect to decorative base or pylon mounted sign displays, the base or pylon shall not be utilized in the calculation of sign display area, provided the total area of the base or pylon does not exceed 50% of the total sign display surface area. In cases where the base or pylon area exceeds 50% of the total sign display area, the base or pylon shall be deemed to constitute a sign as defined herein and shall be utilized in the calculation of total sign area.
(Ord. No. 2337, § 1, passed 6-13-1991)

SEC. 9-4-230 TOTAL ALLOWABLE SIGN SURFACE AREA.

(A) Unless otherwise provided in this article, the total surface area devoted to all signs on any building shall not exceed the maximum limitations set forth in this section.

(B) Temporary signs shall not be included in this calculation.

(C) Unless otherwise provided in this article, the maximum sign surface area permitted for any residential use shall be three square feet.

(D) Unless otherwise provided in this article, the maximum wall sign surface area permitted for any nonresidential use shall be determined as follows.

- (1) All wall signs for any one use shall not exceed one and one-half square feet of sign surface area per linear foot of building frontage occupied by such use.
- (2) If a building has frontage on more than one qualifying area, then the total sign surface area permitted on the building shall be the sum of the sign surface area allotments related to each frontage.
- (3) Signage may be allowed on any building wall, provided that the sign surface area of all signs located on a wall of a structure may not exceed 25% of the total surface area of the wall on which the signs are located. Wall

signage may be placed on a canopy, provided that the sides of a canopy shall be considered as a wall, and the signage on a canopy shall be subject to the 25% limitations of this section.

(E) The display area of wall signs painted on, affixed to or otherwise displayed on or through a facade window shall not exceed 25% of the window area.

(F) In cases where the provisions of this section will not allow signage of at least 50 square feet, then the requirements of this section shall be waived to the extent that a total wall sign allowance of 50 square feet or less, at the option of the owner, shall be permitted.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 94-156, §§ 10, 11, passed 12-8-1994; Ord. No. 95-29, § 9, passed 3-9-1995; Ord. No. 95-61, § 5, passed 6-8-1995)

SEC. 9-4-231 NUMBER OF FREESTANDING SIGNS.

(A) Except as authorized by this section, no lot or planned center may have more than one freestanding sign; provided, however, that if a lot or planned center is located on a corner and has at least 150 feet of frontage on each of the two intersecting public streets, then the lot or planned center may have not more than one freestanding sign along each side of the lot or planned center bordered by such streets.

(B) Additional frontage:

- (1) If a lot or planned center has 300 or more feet of frontage on a public street, then the lot or planned center may have not more than two freestanding signs along the street, provided the signs are spaced not less than 100 feet apart as measured from the center of the sign; or
- (2) If a lot or planned center has 500 or more feet of frontage on a single public street then the lot or planned center may have not more than three freestanding signs along the street, provided the signs are spaced not less than 100 feet apart as measured from the center of the sign.

(C) If a lot or planned center is bordered by two public streets that do not intersect (double frontage lot), then the lot or planned center may have not more than one freestanding sign on each public street, except as provided herein.
(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 94-156, § 12, passed 12-8-1994; Ord. No. 95-61, §§ 6, 7, passed 6-8-1995)

SEC. 9-4-232 FREESTANDING SIGN SURFACE AREA.

(A) For purposes of this section, a side of a freestanding sign is any plane or flat surface area included in the calculation of the total sign surface area as provided herein.

(B) Unless otherwise provided, a single side of a freestanding sign may not exceed one-half square foot in surface area for every linear foot of frontage along the street toward which the sign is primarily oriented. However, in no case may a single side of a freestanding sign exceed 125 square feet in surface area.

(C) With respect to freestanding signs that have no discernible "sides," such as spheres or other shapes not composed of flat planes, no such freestanding signs may exceed one square foot in total surface area for every linear foot of lot frontage along the street toward which the sign is primarily oriented. However, in no case may the sign exceed 200 square feet in surface area.

(D) For purposes of this section, a single side of a double-face freestanding sign shall be considered as the total display surface for the calculation of sign area, provided the sides are separated no more than 30 inches at any point.
(Ord. No. 2337, § 1, passed 6-13-1991)

SEC. 9-4-233 SPECIAL PROVISIONS FOR CERTAIN SIGNS.**(A) Subdivision entrance and multi-family development signs.**

(1) *Freestanding signs.* Except as further provided under subsection (A)(2) below for the CD District, at any entrance to a subdivision or multi-family development there may be not more than two freestanding signs identifying the subdivision or development, and a single side of any such sign shall not exceed 50 square feet in total sign surface area. Freestanding identification signs shall be subject to section 9-4-234; provided, however, no such sign shall exceed a height of ten feet above the property grade. In cases where such signs are mounted on a decorative functional or nonfunctional wall, the wall area shall not be utilized to calculate total sign surface area. Such signage shall not be included in the calculation of or count towards the total sign surface area for the lot on which it is located.

(2) CD District wall and freestanding signs.

(a) Each multi-family development located within a CD (Downtown Commercial) District may have either:

1. Not more than two wall signs identifying the development;
2. Not more than two freestanding signs identifying the development; or
3. Not more than one freestanding sign and one wall sign identifying the development.

(b) No single side of a wall or freestanding sign allowed under this section shall exceed 50 square feet in total sign surface area. Freestanding and wall identification signs shall be subject to section 9-4-234; provided, however, no freestanding sign shall exceed a height of ten feet above the property grade. In cases where the signs are mounted on a decorative functional or nonfunctional wall, the wall area shall not be utilized to calculate total sign surface area. Such signage shall not be included in the calculation of or count towards the total sign surface area for the lot on which it is located.

(Ord. No. 09-17, passed 3-5-2009)

(B) Grand opening signs. Grand opening signs shall be subject to the following requirements and/or exemptions.

- (1) For purposes of this section, the term "grand opening" shall be construed as a singular event of limited (ten-day maximum) duration designed and intended to attract public attention to a recently established office, commercial, industrial or multi-family land use. Expansion of an existing principal use shall not be construed as a grand opening event. Addition of an accessory use shall not be construed as a grand opening event. No temporary use shall be construed as a grand opening event.
- (2) Such event shall commence not later than 60 days following any occupancy for use to qualify for a grand opening sign.
- (3) No grand opening sign(s) shall be displayed for more than ten total and continuous days.
- (4) No maximum sign surface area requirement shall be established for the sign(s).
- (5) Within a planned center each lot or unit occupied by a separate establishment may qualify for individual grand opening signs in accordance with this section.
- (6) Such sign(s) shall be exempt from the provisions of section 9-4-237 herein.

(C) Planned center directory signs. Such signs may be allowed, provided they do not exceed 20 square feet in display area, six feet in height and are located no closer than ten feet from the property line. There shall be no more than two directory signs within any planned center. The signs shall contain no commercial advertisement. The signage shall be allowed in addition to the maximum wall or freestanding sign allowance for the lot on which the signage is located.

- (D) *Nonresidential subdivision directory signs.* Shall be subject to all of the following standards and requirements.
- (1) There shall be no more than two directory signs within a subdivision.
 - (2) Such signs shall contain no commercial advertisement. For purposes of this section establishment names and trademarks shall not be construed as commercial advertisement.
 - (3) Such signs shall be located on private property and no portion of the sign shall extend beyond any property boundary line or street right-of-way line.
 - (4) No sign shall exceed a height of five feet unless the sign is set back not less than ten feet from the street right-of-way.
 - (5) Such signage may contain subdivision identification in addition to individual establishment identification panels.
 - (6) Where the sign contains any subdivision identification, that portion of the sign devoted to subdivision identification shall be subject to the maximum area and number of signs criteria set forth under subsection (A) of this section.
 - (7) Additional specific standards for commercial and/or office subdivisions are as follows:
 - (a) Maximum display area including subdivision identification shall not exceed 50 square feet.
 - (b) Maximum height shall be ten feet.
 - (c) Individual establishment identification panels shall not exceed four square feet in display area.
 - (8) Additional specific standards for industrial subdivisions are as follows:
 - (a) Maximum display area including subdivision identification shall not exceed 125 square feet.
 - (b) Maximum height shall be 25 feet.
 - (c) Individual establishment identification panels shall not exceed 16 square feet in display area.
 - (9) Such signage shall be allowed in addition to the maximum wall or freestanding sign allowance for the lot on which the signage is located.
 - (10) This section shall not apply to subdivisions which constitute a planned center. Planned center directory signage shall be in accordance with subsection (C) of this section.

(E) *Restaurant menu reader boards.* No restaurant menu reader board shall exceed 42 square feet in surface area or eight feet in height. Menu reader boards shall be set back not less than 20 feet from any property line. One menu reader board shall be allowed per each drive-through facility, and the display shall contain no commercial advertisement that can be viewed from any adjacent street right-of-way or property line. The signage shall not be included in the calculation of or count towards the total allowable sign surface area.

(Ord. No. 99-38, § 1, passed 4-8-1999)

(F) *Church signs.*

- (1) *Off-premises directional signs.* Church off-premises directional signs shall not exceed three square feet in area or six feet in height. Such signs shall be located on private property and shall be allowed in addition to the maximum wall or freestanding sign allowance for the lot on which the signage is located.

(2) *On-premises signs.*(a) *Wall signs.* Shall be in accordance with section 9-4-230 of this article.(b) *Freestanding signs.*

1. Shall not exceed 36 square feet in surface area except as further provided. The number, height and location of the sign(s) shall be in accordance with sections 9-4-231 and 9-4-234 of this article except as further provided.
2. When a lot qualifies for two or more freestanding signs along any one street, the owner may option to erect one 72-square foot sign in lieu of two 36-square foot signs. Within any residential zoning district, no freestanding sign which exceeds 36 square feet in surface area shall exceed ten feet in height.

(G) *Permitted nonresidential uses.* Except as otherwise provided, signs for permitted nonresidential uses, excluding home occupations, located in a residential zoning district may be allowed, provided the signs meet the following restrictions.

- (1) Signs shall not exceed 12 square feet in display surface area.
- (2) Signs shall not exceed five feet in height above the property grade in the case of a freestanding sign.
- (3) Signs shall not exceed one sign per lot.

(H) *Home occupations.*

- (1) Freestanding signs shall be prohibited.
- (2) Except as otherwise provided, wall signs shall be limited to two square feet of total sign display area.
- (3) Bed and breakfast inn signage shall be subject to the following standards: wall signs shall be limited to four square feet of total sign display area.

(I) *Open door and/or open window signs.* Any sign which can be viewed through an open doorway and/or open window from any point outside the building may be allowed subject to all of the following.

- (1) Such signage shall be included in the calculations of and count toward the total allowance of wall sign surface area.
- (2) Such signs shall be permanently attached to the building by manner of an approved rigid frame structure, by a solid metal chain or cable, or a combination thereof.
- (3) Such sign surface area shall be constructed of an approved rigid material or shall be bound on not less than two sides by a rigid frame which prohibits the signage from swaying loosely when struck by moving air.
- (4) All portions of the signs shall be set back inside the interior finished wall of the building.
- (5) All such signs shall not cover or obstruct more than 25% of the door or window opening.
- (6) The lowest part of the signs displayed through an open doorway shall be not less than eight feet above the doorway threshold if the signs are located within ten feet of the subject doorway.
- (7) Such signs shall be exempt from the wall sign projection standard set forth under section 9-4-234(B) of this article; provided, however, no vertical dimension of any the sign including supports shall exceed four feet.
- (8) Signs located on and/or beneath a canopy shall not be construed as open door and/or open window signs.

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- (9) Signs which are not designed to attract the attention of or convey a message to persons located outside the building and which are designed only to provide information or warnings to persons located inside the establishment are exempt from regulation under this section.

(J) *Temporary non-profit and governmental organization signs.* Temporary sign(s), including banners, erected in conjunction with a special event sponsored and conducted by a nonprofit or governmental organization shall be allowed subject to all of the following conditions.

- (1) It is the intention of this section that no such sign shall be displayed in conjunction with a commercial promotion or as an advertising device for a commercial establishment, product or service.
- (2) Not more than one on-premises and three off-premises signs shall be allowed in conjunction with any event. No sign shall be erected on any lot without the consent of the property owner.
- (3) No such sign shall exceed 30 square feet of sign surface area.
- (4) There shall be not more than one special event sign allowed on any lot.
- (5) The maximum frequency of any special event display shall not exceed one occurrence within any 12-month period and the maximum duration of the display shall not exceed seven days. For purposes of this section, the duration of each separate event display shall be measured in continuous days.
- (6) Each display shall contain the name and current phone number of the event sponsor and the sign permit number indelibly printed on the communication side/surface in one-inch or larger letters.
- (7) The sign shall be located completely on private property. No portion of the sign or its support structure shall be located on or across any public street right-of-way or private street easement.
- (8) The sign shall not be located within any sight distance triangle as defined in Title 6, Chapter 2 of the Greenville City Code or as provided by notation or description upon any map recorded pursuant to the subdivision regulations.
- (9) No such sign shall be suspended from or attached to any public utility pole, apparatus, structure or support/guy wire, any public or private traffic-control or directional sign, structure or device, or any tree or shrub located on public or private property.
- (10) No such sign shall be erected or maintained which obstructs any traffic-control sign or device or warning sign located on public or private property.
- (11) No such sign shall be erected on or across any recognized or improved pedestrian area, path, walkway or sidewalk, driveway, interior drive or parking lot drive aisle.
- (12) Any sign erected or maintained in conflict with this section shall be considered a nuisance and/or hazard to the public and shall be subject to immediate removal by the city at the expense of the sponsoring nonprofit organization and/or property owner in addition to other available remedies as provided by law.
- (13) Such sign(s) shall be exempt from section 9-4-237(G) herein.

(K) *Temporary on-premises special event spotlights and roof mounted inflatable balloons.* Except as otherwise provided herein, temporary special event spotlights and roof mounted inflatable balloons shall be allowed, subject to all of the following requirements.

- (1) *Spotlights.*
 - (a) Not more than one spotlight shall be displayed on any lot at any one time.

- (b) No spotlight shall be displayed for more than two consecutive days.
- (c) No lot shall display any spotlight(s) for more than 20 total days per calendar year.

(2) *Roof mounted inflatable balloons.*

- (a) Not more than one roof mounted inflatable balloon shall be displayed on any lot at any one time.
- (b) No roof mounted inflatable balloon shall be displayed for more than two consecutive days.
- (c) No lot shall display any roof mounted inflatable balloon(s) for more than 20 total days per calendar year.

(3) *Terms.*

- (a) For purposes of this section, the term "lot" shall be construed to include all contiguous parcels occupied by an establishment.
- (b) For purposes of this section, the term "roof mounted inflatable balloon" shall be construed to include only those balloons which meet all of the following requirements: are mounted onto the roof of a structure having a principal purpose other than the support of the balloon; are mounted on the roof of a qualified structure by means of a gravity dependent and/or direct contact attachment method; and are not tethered to the roof of a structure in a manner which allows the balloon to free-float above the surface of the roof.

(L) *Golf course signs.* Golf courses located within a residential district shall be subject to the following requirements:

- (1) Wall signage, including accessory use identification signage, shall not exceed 20 square feet in total sign surface area.
- (2) Golf course (principal use) freestanding signage shall be limited to one sign. The sign shall not exceed 20 square feet in total sign surface area and shall not exceed five feet in height.
- (3) No freestanding signage shall be permitted in conjunction with an accessory use, including but not limited to any dining facility and/or restaurant, snack bar, pro-shop, social club, tennis court or swimming facility.
- (4) Freestanding and wall signage shall be illuminated by indirect lighting only

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 95-53, § 1, passed 5-11-1998; Ord. No. 95-61, § 8, passed 6-8-1995; Ord. No. 96-29, § 1, passed 3-14-1996; Ord. No. 96-35, § 1, passed 5-9-1996; Ord. No. 96-73, § 1, passed 8-8-1996; Ord. No. 96-79, § 1, passed 8-8-1996; Ord. No. 96-91, § 1, passed 9-12-1996; Ord. No. 97-64, § 1, passed 6-12-1997; Ord. No. 99-4, §§ 3 and 4, passed 1-14-1999; Ord. No. 99-152, § 1, passed 12-9-1999; Ord. No. 05-15, § 3, passed 3-10-2005; Ord. No. 05-89, § 8, passed 8-11-2005; Ord. No. 07-11, § 5, passed 1-11-2007)

SEC. 9-4-234 LOCATION AND HEIGHT REQUIREMENTS.

(A) Except as further provided, no portion of any sign shall extend beyond any property boundary line of street right-of-way line.

(B) Additional wall sign standards.

- (1) No wall sign shall extend above the top of any exterior wall line of the building to which it is attached, except as provided under subsection (B)(2) below.
- (2) Wall signage may be permitted on a decorative roof structure (i.e., canopies, awnings and the like), provided the top of the signage does not extend above the decorative roof structure and does not extend more than five feet above the exterior wall to which the structure is attached.

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- (3) No wall sign shall project more than 12 inches from the building, except as provided under subsection (B)(4) and (5) below.
- (4) Except as further provided, wall signage may be located on a sign support frame provided the sign and support frame shall not project more than three total feet from the building and provided the depth of the sign, as measured perpendicular from the outside surface of the front face to the outside surface or plane of the rear (building side) of the sign, is not more than 12 inches.
 - (a) No wall sign, including any sign support frame, erected on a decorative roof structure (i.e., canopies, awning and the like) shall project more than 12 inches from the front (outside) edge of the decorative roof structure.
 - (b) When a wall sign is erected on a sign support frame and when the sign and support frame projects more than 12 total inches from the building, the message portion of the sign, including any letters and/or graphics, shall be parallel in orientation to the building wall.
 - (c) When a sign and/or support frame projects more than 12 inches from a building the lowest part of the sign, display shall be not less than eight feet above the adjacent finished ground surface elevation.
- (5) Wall projection signs.
 - (a) For purposes of this section, wall projection signs shall be any wall sign that projects more than 12 inches from the building and does not qualify under subsection (4).
 - (b) Wall projection signs shall be allowed only in the CD (downtown commercial) district and such signs shall be subject to compliance with all of the following requirements:
 - 1. Shall be permanently attached to an exterior wall of a building in a manner approved by the Building Inspector.
 - 2. Shall not be attached to the outside edge of a canopy or extend beyond any outside edge of a canopy.
 - 3. May project horizontally from the building wall not more than three feet, or two-thirds the distance from the building wall to the inside edge of the street curb line as located at the time of sign permit approval, whichever is less.
 - 4. The message portion of the sign, including any letters and/or graphics, shall be perpendicular in orientation to the building wall.
 - 5. The bottom edge of a projection wall sign shall be parallel to the finished floor of the building.
 - 6. There shall not be more than 12 inches between the sign display areas (faces) of a double-sided sign. Three-dimensional projection wall signs not composed of flat sign display surfaces shall not be permitted.
 - 7. Projection wall signs shall be located on private property, provided however, a projection wall sign may encroach into the street right-of-way in accordance with an encroachment agreement approved by the city, and where applicable, the State Department of Transportation.
 - 8. Buildings with two or more stories shall not have projecting signs located higher than the inside finished ceiling of the second story or 24 feet, as measured from the finished grade directly below the sign to the highest point of the sign, whichever is less.
 - 9. Not more than one projection wall sign shall be allowed per each individual principal use establishment.

10. Projection wall signs for individual principal use establishments located in a common building shall not be located closer than eight feet from any other projection wall sign located on the same building.
 11. All projection wall signs for individual principal use establishments located on a common building façade shall be of equal dimension, including but not limited to, individual sign display area, width, height, horizontal projection. Sign height above grade may vary provided compliance with subsection (m) below.
 12. Projection wall signs shall be considered part of the total wall sign allowance, provided however, no projecting wall sign shall exceed ten total square feet in sign display surface area. A single side of a double-face sign shall be utilized for the sign surface area calculation.
 13. Minimum height of a projection wall sign, as measured from the finished grade directly below the sign to the lowest point of the sign, shall be not less than eight feet, except as further provided. Projection wall signs subject to street right-of-way encroachment agreement approval shall have a minimum height of not less than ten feet, or per encroachment agreement condition, whichever is greater.
 14. If required, all right-of-way encroachment agreement(s) must be granted by the approval authority prior to sign permit application. A copy of any encroachment agreement and any conditions shall be attached to the sign permit application.
- (6) (a) To qualify as a permanent wall sign, displays made from non-self-supporting materials, including flex-face type signs, shall be permanently affixed to the building or other structure by a method approved by the Building Inspector, and the display (sign face) shall be enclosed and/or attached:
1. By a two-inch or wider raised frame that supports the sign face; or
 2. Within a two-inch or wider raised sign cabinet specifically designed for support of the sign.
- (b) The intent of subsections (B)(6)(a)1. and 2. is to prohibit direct contact attachment of non-self-supporting material signs on a supporting wall or qualified structure and to require that the display (sign face) is separated from the supporting wall or qualified structure by not less than two inches.

(C) No freestanding sign may exceed five feet in height above the average centerline grade of the public street toward which the sign is oriented, except as provided below:

- (1) Within any MI, MS, MO, MCG, MCH and/or CD Zoning District, no freestanding sign may exceed 15 feet in height above the average centerline grade of the public street toward which the sign is oriented, provided the sign is set back not less than ten feet from the right-of-way of the public street; or
- (2) Within any CDF, CG, CN, CH, IU, PIU, I, PI, OR and/or O Zoning District, no freestanding sign may exceed 25 feet in height above the average centerline grade of the public street toward which the sign is oriented, provided the sign is set back not less than ten feet from the right-of-way of the public street.

(D) No sign shall be erected, maintained, painted or drawn on any tree, rock, natural feature or utility pole. "Utility pole" shall include but not be limited to any traffic-control, lighting, power, telephone or other similar utility pole.

(E) No sign shall be erected or maintained so as to obstruct any fire escape or any window or door or opening used as a required means of egress or so as to prevent free passage from one part of a roof to any other part thereof. No sign shall be attached in any form, shape or manner to a fire escape or be placed in such a manner as to interfere with any opening required for ventilation.

(F) No sign shall be erected or maintained which simulates or closely resembles an official traffic-control or warning sign in such a manner as to, or could in any way, confuse or mislead the traffic.

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(G) No freestanding sign shall be permitted in sight distance areas as defined in Title 6, Chapter 2 of the Greenville City Code.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 97-85, §§ 1, 2, passed 8-14-1997; Ord. No. 98-34, § 1, passed 3-12-1998; Ord. No. 06-76, § 2, passed 8-10-2006; Ord. No. 10-44, §§ 1-4, 5-13-2010)

SEC. 9-4-235 SIGN ILLUMINATION AND SIGNS CONTAINING LIGHTS; ELECTRONIC AND MECHANICAL INTERCHANGEABLE SIGN FACE COPY.

(A) Unless otherwise prohibited by this article, signs may only be illuminated in accordance with this section.

- (1) Illumination, either internal or indirect, shall not be added to nonconforming signs.
- (2) No sign may contain or be illuminated by flashing or intermittent lights or lights of changing degrees of intensity or color, except signs indicating only time and/or date and/or temperature and except signs containing electronic and/or mechanical interchangeable sign face copy in accordance with subsection (B) below.
- (3) Indirect illuminated sign light shall be shielded so that only the face of the sign is illuminated and the light shall not shine directly into a public or private street travel way, drive or parking area or into a residential dwelling or premises.
- (4) No indirectly illuminated sign shall be constructed or maintained within 50 feet of any residential zone or dwelling unit in any zone.
- (5) No illuminated sign shall imitate any traffic-control sign or device or be located or utilized in any manner which may confuse or distract the motoring public.

(B) Unless otherwise provided by this article, signs may only contain electronic and/or mechanical interchangeable sign face copy in accordance with this section.

- (1) Electronic and/or mechanical interchangeable sign face copy shall not be added to nonconforming signs.
- (2) No electronic and/or mechanical interchangeable sign face copy shall be changed to include any new or different copy, color, intensity or graphic representation, more than one time in any 60-minute period. For purposes of this section, all wall and/or freestanding signage associated with any use or establishment shall be considered as a whole, and a change to any electronic and/or mechanical sign face copy shall prohibit any change to any other associated sign face copy until the expiration of the minimum 60-minute period required between changes as specified. The provisions of this subsection shall not apply to time and/or date and/or temperature displays.
- (3) Each allowed change of sign face copy shall be completed by one continuous action or movement and the total duration of such action or movement shall not exceed five total and continuous seconds.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 02-94, § 2, passed 9-12-2002)

SEC. 9-4-236 OFF-PREMISES ADVERTISING SIGN REQUIREMENTS.

(A) The following additional standards and regulations shall apply to all off-premises advertising signs.

- (1) *Off-premises advertising signs.* Off-premises advertising signs shall be permitted only within the CH, IU and I Zoning Districts or as provided herein.
- (2) *Compliance.* No such signs shall be altered, expanded, enlarged or replaced except in conformance with this section and section 9-4-225(C)(2).

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- (3) *Removal of sign.* Where the premises or property upon which the sign is erected is changed to another zone other than CH, IU or I, the sign shall be removed within 90 days from the effective date of the change.
- (4) *Spacing.* The minimum spacing requirement between each off-premises advertising sign shall be 1,000 feet from the center of the sign.
- (5) *Size and height.*
 - (a) Such signs shall not measure more than 400 square feet of total sign area or display surface, and the display surface shall not be more than 12 feet in the vertical dimension nor greater than 40 feet in the horizontal. Copy extensions of 120 or less shall not be included in the calculation of total sign display surface area.
 - (b) A single side of a double face or V-type signs shall be regarded as the total display surface for purposes of calculating total sign surface area, provided the sides are separated by not more than 20 feet at any point.
 - (c) The top of the sign shall not exceed 35 feet in height (exclusive of copy extensions) as measured from the surface elevation of the ground or main roadway surface elevation nearest the sign, whichever is highest.
 - (d) The minimum vertical clear distance between the property grade and the bottom of the trim or other frame support shall be not less than 12 feet.
 - (e) All support structure(s) shall be painted in a neutral color to blend with the surrounding area.
- (6) *Setback.*
 - (a) The setback requirements shall be the same as set forth in the CH, IU or I Districts for the front yard, side yard and rear yard setbacks; provided, however, no sign shall be closer than ten feet to a side or rear property line.
 - (b) All off-premises advertising signs shall be set back at least 300 feet from the nearest edge of a zoning boundary which describes property zoned for residential purposes, including the R-6, R-6A, R-6S, R-6N, R-6MH, R-9, R-9S, R-15S, RA-20, OR, CDF, MR and MRS Zoning Districts.
 - (c) No off-premises signs shall be located closer than 100 feet to the intersection of two public streets.
 - (d) All setback requirements as set forth above shall be measured from the extreme outermost edge of the sign as projected upon the ground and measured from this ground point to the nearest property line or nearest zoning district.
- (7) *Construction.*
 - (a) All off-premises advertising signs shall be self-supporting single-pole structures erected on or set into and permanently attached to concrete foundations. The sign's structure, electrical system and other construction elements shall be designed and built according to the North Carolina State Building Code as evidenced by engineering drawings drawn to scale by a licensed engineer or architect. The signs shall be engineered to withstand a wind loading of 36 pounds per square feet.
 - (b) Off-premises advertising signs shall be located and constructed in such a way as to maintain horizontal and vertical clearance of all overhead electrical conductors in accordance with the North Carolina State Building Code and the National Electronic Code as incorporated therein; provided, that in no case shall an outdoor advertising sign be erected with any part closer than ten feet horizontally or vertically from any conductor or public utility guy wire.

(8) *Additional requirements.* The immediate premises shall be kept free from debris or undergrowth. A landscaping plan shall be approved by the Director of Community Development and shall be maintained on the immediate premises by the sign owner. The landscaping shall consist of ground cover, shrubs, trees or other permanent vegetation that will effectively screen the sign's base. For purposes of this article, the "immediate premises" shall be defined as an area surrounding the sign's structural support not less than ten feet in all directions from the base.

(9) *Off-premises signs.* Off-premises signs shall not be included in or count toward the total number of on-premises signs or the total sign surface area allocation calculation for on-premises signs.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 95-29, § 10, passed 3-9-1995; Ord. No. 97-85, §§ 1, 2, passed 8-14-1997; Ord. No. 02-63, § 3, passed 6-13-2002; Ord. No. 06-75, § 1, passed 8-10-2006)

(B) *Exemptions.* Any temporary poster panel off-premises sign may be utilized to advertise a business, establishment, profession, service, event, entertainment, condition or commodity that is located, manufactured, conducted, sold or otherwise offered or provided on the lot of record where the sign is constructed or displayed, provided all of the following:

- (1) Such temporary poster panel off-premises sign(s) are rental signs owned by a third party and leased to others for advertising as part of the third party's bona fide sign rental business;
- (2) Such temporary poster panel off-premises sign(s) are either conforming or legal (existing) nonconforming off-premises signs as regulated by this article; and
- (3) A zoning compliance permit for such use has been reviewed and approved for each separate location. The purpose of this section is to ensure that the subject sign structure and method of display is in compliance with applicable requirements. There is otherwise no limitation on the frequency or duration of any such display provided compliance with all the provisions of this article.

(Ord. No. 02-63, § 4, passed 6-13-2002; Ord. No. 03-78, § 5, passed 8-14-2003)

SEC. 9-4-237 SIGNS THAT ARE NOT PERMITTED UNDER THE PROVISIONS OF THIS ARTICLE.

Except as otherwise provided, the following signs are not permitted under the provisions of this article:

- (A) Kites or other similar devices;
- (B) Balloons, except as otherwise provided under section 9-4-227(D)(2) of this article;
- (C) Spotlights, except as otherwise provided under section 9-4-233(K)(1) of this article;
- (D) Flags that exceed 100 square feet in surface area which are displayed upon property that contain commercial use;
- (E) Temporary signs other than as specified under section 9-4-227 of this article;
- (F) Signs attached to radio or television towers or poles, including satellite dish transmission or reception devices;
- (G) Signs suspended between two structures or poles and supports by a wire, rope or similar device including banners, except as otherwise provided under section 9-4-233 of this article;
- (H) Roof signs, except as otherwise provided under section 9-4-233(K)(3) of this article;
- (I) Revolving signs;
- (J) Flashing signs, except as otherwise provided under section 9-4-235 of this article;
- (K) Strings or ribbons, tinsel, small flags and other similar devices; and

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(L) Pinwheels, windmills or other similar devices.
(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 96-73, § 2, passed 8-8-1996; Ord. No. 99-4, § 5, passed 1-14-1999; Ord. No. 99-152, § 2, passed 12-9-1999)

ARTICLE O. PARKING

SEC. 9-4-241 PURPOSE.

- (A) (1) The purpose of these regulations is to ensure proper and uniform development of public and private parking and loading areas in the city and its extraterritorial areas; to relieve traffic congestion in the streets; and to minimize any detrimental effects of off-street parking areas on adjacent properties.
- (2) The purpose of these regulations is also to improve the visual quality of parking areas by making them more pleasant, attractive, and compatible with the surrounding environment; to ensure safe and efficient operation of parking areas by clearly defining and delineating potential circulation movements of motorists and pedestrians; and to improve air quality and encourage energy conservation by moderating the microclimate of parking lots.

(B) The requirements contained in these regulations shall be considered as minimum standards.

(C) The owner, developer or operator of any existing or proposed use shall evaluate anticipated needs to determine if they are greater than the minimum requirements herein specified.
(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 2539, § 1, passed 11-12-1992)

SEC. 9-4-242 OFF-STREET PARKING AND LOADING REQUIRED.

No permit for new construction, expansion, development, occupancy or related activity shall be issued for any use unless the use is in accordance with the provisions of this article.

SEC. 9-4-243 EXEMPTIONS.

The provisions of this article shall not apply to the following uses:

- (A) Nonresidential land uses within the CD District; or
- (B) Any proposed or existing principal use regardless of district which meets all of the following conditions:
 - (1) Existing structure(s) cover 75 or more of the lot on which the existing or proposed use is located;
 - (2) No expansion of any structure is proposed; and
 - (3) The maximum number of off-street parking spaces permitted by conforming site layout are provided on the same lot as the principal use.

(Ord. No. 2337, § 1, passed 6-13-1991; Ord. No. 94-156, § 13, passed 12-8-1994)

SEC. 9-4-244 PARKING PLAN REQUIRED.

(A) A parking plan which conforms to the provisions of this article shall be submitted to the Director of Community Development for site plan review in accordance with the specific submission standards of the *Land Development Administration Manual* which is incorporated herein by reference.

Report on the City of Greenville Sign Regulations

Contents:

- Section I. Report Purpose– Page 2
- Section II. Summary of Existing Sign Standards – Page 2
- Section III. Adoption and Amendment History – Page 12
- Section IV. Enforcement – Page 20
- Attachment: Article N of the Zoning Ordinance (Signs)

**Report Developed by the City of Greenville
Community Development Department - Planning Division
July 21, 2011**

SECTION I – Report Purpose

The City of Greenville’s standards for regulating signs are located in Article N of the Zoning Ordinance and are typically referred to as the city’s sign regulations. The sign regulations attempt to balance the rights and needs of businesses and other entities to advertise and promote themselves to the public with the need to maintain the aesthetic quality of the community. The purpose of this Report is to provide City Council with an overview of the current sign standards; the history and background related to how they were first developed and have been modified since initial adoption; and how they are enforced.

SECTION II – Summary of Existing Sign Standards

The City of Greenville’s sign regulations are comprehensive in nature. They include minimum standards relative to the construction, type, size, height, number, location, illumination and maintenance of all signs within the city’s planning and zoning jurisdiction. A copy of the full sign regulations (Article N of the Zoning Ordinance) is provided as an attachment to this Report. The purpose of this Section (II) is to provide a general summary of these standards in the form of commonly asked questions.

❖ What is a sign?

A sign is defined as any display device that is visible and is located and designed to attract the attention of persons or to communicate any information to them.

❖ What types of on-site signs are permitted for a business in Greenville?

1. Freestanding Signs

Freestanding signs are permanent signs that are not attached to or supported by a building. These signs are typically referred to as pole, pylon, or monument signs. Businesses can typically have one or more freestanding signs; the number, height and size of which are determined by the specific zoning district in which they are located and the amount of frontage the business lot has on a public street.

Generally, freestanding signs may be up to twenty-five (25) feet in height in commercial, office and industrial zoning districts and up to fifteen (15) feet in height in medical related zoning districts.

Examples of freestanding signs are provided below:



2. Wall Signs

Wall signs are permanent signs that are directly attached to a building wall. All businesses are permitted wall sign(s) on their building up to fifty (50) square feet in area. Businesses may be eligible for additional wall signage (additional square feet) determined by the width of the building's façade facing a public street or shared parking area.

Examples of wall signs are provided below:



3. Flags

Businesses may have flags with or without commercial messages so long as they do not exceed one-hundred (100) square feet in area (no permit required / no limitation on time).

An example of flags with a commercial message is provided below:



4. Temporary Signs

- Each lot may have one temporary sign not exceeding six (6) square feet (no permit required / no limitation on time).
- Businesses are permitted a variety of signs (with no maximum number or area) associated with a Grand Opening. Such a Grand Opening event may last up to ten (10) days and must commence no later than sixty (60) days following any occupancy for use.

Examples of temporary signs for businesses are provided below:



❖ What types of signs are permitted for a church?

- Churches are permitted wall signs the same as businesses.
- They have specific standards for freestanding signs. These standards generally limit the area of such a sign to thirty-six (36) square feet. When more than one (1) freestanding sign is permitted, a single seventy-two (72) square foot sign is permitted so long as it does not exceed ten (10) feet in height.
- They may have off-site directional signs so long as they do not exceed three (3) square feet in area; six (6) feet in height; and are located on private property.

Examples of signs for churches are provided below:



❖ **What types of signs are permitted for subdivisions and multi-family developments?**

They are permitted two (2) freestanding identification signs per entrance. Such signs are limited to fifty (50) square feet in area each and ten (10) feet in height.

Examples of subdivision and multi-family development entrance signs are provided below:



❖ **What types of signs are permitted for non-profit and governmental organizations?**

- They are permitted the same on-site signs as businesses.
- They are permitted not more than one (1) on-site and three (3) off-site temporary signs in conjunction with a special event. These temporary signs, which may include banners, must be on private property with the permission of the property owner. They may not exceed thirty (30) square feet in area per sign, may not be erected more than seven (7) days and the maximum frequency of any special event shall be one (1) occurrence within any twelve (12) month period. Such signs do require zoning compliance permits.

❖ **Are there special standards for signs in the Uptown Greenville area?**

Much of the area referred to as Uptown Greenville is located in the CD (Downtown Commercial) zoning district. This district does have specific sign standards recognizing the unique character of the area. These standards include wall and freestanding signs being limited to fifty (50) square feet in area and freestanding signs being limited to ten (10) feet in height.

❖ **How are real estate signs regulated?**

Real estate signs are considered temporary signs include both “for sale” and “lease occupancy advertising”. Such signs may be up to twelve (12) square feet in area within any residential zoning district and up to fifty (50) square feet in area within any nonresidential zoning district and multifamily development with more than twenty (20) units. The signs must be removed within fourteen (14) days of the property being sold or leased.

Examples of real estate signs are provided below:



When can banners be legally used?

- Banners may be used in conjunction with a business grand opening.
- Banners are permitted to be used by non-profit and governmental organizations.
- Banners or any other signs made out of non-self-supporting materials may be used as legal wall signs when they are attached to the building subject to the following:

They must be permanently affixed to the building by a method approved by the Building Inspector, and the display (sign face) shall be enclosed and/or attached by a two-inch or wider raised frame that supports the sign face; or within a two-inch or wider raised sign cabinet specifically designed for support of the sign.

- Banners erected or used in any other way are considered illegal.

❖ How are billboards regulated?

Billboards are considered off-premise advertising signs and are only permitted in three (3) zoning districts (CH, IU and I). They must be located at least one-thousand (1,000) feet from another off-premise advertising sign and are limited to four hundred (400) square feet in area and thirty-five (35) feet in height.

Examples of off-premise advertising signs (billboards) are provided below:



❖ **What are the standards for electronic signs?**

Electronic signs may be used as permanent wall or freestanding signs. Such signs may not include flashing, intermittent lights, or lights of changing degree of intensity or color. The sign's face copy (message) may not be changed more than one time in any sixty (60) minute period.

An example of an electronic sign is provided below:



❖ **What are nonconforming signs?**

Signs are nonconforming (sometimes called grandfathered) if they were legally permitted when they were constructed, but because of amendments to the sign regulations they no longer meet the city's requirements. These signs may be allowed to remain provided the signs are not enlarged or materially altered.

❖ **Are there maintenance requirements for signs?**

Signs must be maintained in a safe and aesthetic manner. Standards are provided that require any sign with specified maintenance issues to be repaired or removed within thirty (30) days.

❖ **What types of signs are not permitted?**

1. Kites and similar devices;
2. Ballons that do not meet specific standards;
3. Spotlights (except for defined on-site special events);
4. Flags that exceed 100 square feet in area and are displayed on a property with a commercial use;
5. Any temporary sign not expressly permitted;
6. Signs attached to radio or television towers or poles;
7. Signs suspended between two structures or poles and supported by a wire, rope or similar device including banners (except as permitted for non-profit and governmental organizations);
8. Roof signs;
9. Revolving signs;
10. Flashing signs;
11. Strings or ribbons, tinsel, small flags and similar devices; and
12. Pinwheels, windmills or other similar devices.

Note: These items identified above as prohibited are permitted for grand openings.

Examples of signs not permitted are provided below:



SECTION III – Adoption and Amendment History

ADOPTION SUMMARY

- Prior to 1986 the City had few standards regulating the number, location and size of on-premise signs. The pre 1986 on-premise sign regulations could be summarized as follows: freestanding signs over 5' in height must be setback not less than 10' from the street right-of-way; freestanding signs limited to 35' in height. There was no limit on the number or size of on-premise wall, freestanding or temporary signs.
- In the 1960's the City adopted minimum off-premise (billboard) sign standards. Standards included: 100' spacing from residential uses and street intersections; 300' radius spacing between billboards; copy area limited to 750 sq. ft. per sign face.
- Prior to 1972, the City did not exercise zoning outside the city limits and the County had no sign regulations. As such, there were no sign requirements outside the city limits. As the city limits expanded over time the City assumed control over the County authorized signs within the City's zoning jurisdiction – few of which complied with the City's previous (1960's) requirements. The County authorized signs were allowed to remain, in most cases as non-conforming situations or uses.
- In 1979 the City adopted a revised billboard ordinance. The new standards increased the spacing requirement between billboards from 300' to 1,000' for signs located on the same side of the street, established a 600' minimum radius spacing in all directions and decreased the maximum copy area size from 750 sq. ft. to 550 sq. ft. per sign face. Existing signs, which did not meet these requirements, were allowed to remain as non-conforming uses.
- Over the years many of the non-conforming billboards have been upgraded and repaired giving them a much younger physical appearance than the originally located signs. This upgrade and repair has been permitted by the code.
- In May of 1986, as part of the Medical District Plan preparation, a specialized on-premise sign ordinance was prepared for the hospital area. At the direction of the Planning and Zoning Commission the standards were expanded to cover the entire city and updated billboard standards were requested. The Commission felt aesthetic standards should benefit the entire community and not just an isolated area. This citywide equal treatment concept is the basic principle of the current sign regulations.

- The current sign standards are essentially the same in all non-residential zoning districts, the exception being a reduced height allowance for freestanding signs in the medical and central business districts. This equal treatment concept was determined as the most equitable and manageable method available and the business community and citizens have generally supported this approach over the past 25 years.
- The Planning and Zoning Commission considered the 1986 sign ordinance draft at three consecutive regular meetings and one special call meeting.
- In the interim, Planning Staff held two meetings – one with the sign companies and one with the business community and interested citizens. A compromise ordinance was prepared as a result of these meetings.
- Early in this process City Council elected to impose a temporary moratorium on the issuance of all sign permits pending adoption of the new regulations.
- Through this process the Chamber of Commerce, Environmental Advisory Commission, Community Appearance Commission, local environmental and citizens groups, the sign companies, the business community and numerous interested persons were provided every opportunity to comment on the proposals and offer suggestions.
- In conjunction with the Planning and Zoning Commission's final recommended draft, separate drafts from the Chamber of Commerce, the Environmental Advisory Commission, the Sierra Club as well as staff's original proposal were all forwarded to City Council for comparison.
- City Council reviewed the proposals at four consecutive regular meetings and at three special call meetings.
- The special call meetings included a section-by-section, line-by-line discussion of the Planning and Zoning Commission recommendation, comparison of recommended options from the interest groups noted above, a slide presentation of approximately 50 sign examples and a two hour City Council bus tour of all areas of the city. During the bus tour staff explained the effect of the proposals in detail as they might apply to specific sites and signs.

- All meetings were well attended by the public and discussion was contentious on both sides of this issue.
- The ordinance was ultimately adopted in November of 1986, following nine months of study and continuous debate and has resulted in a compromise between business and community character interests.
- The new (current) ordinance increased the spacing requirement between billboards and residential uses/zones from 100' to 300'; increased the spacing requirement between billboards from 1,000' on the same side of the street and 600' minimum radius spacing to 1,000' in all directions; reduced the copy size from 550 sq. ft. to 400 sq. ft. per sign face, and restricted billboard location to the Heavy Commercial (CH) and Industrial (IU, I) districts.
- Additionally, the billboards which did not meet all of the new requirements had to be brought into compliance within five and one-half years from the date of ordinance adoption. This is referred to as an amortization provision. The five and one-half years expired in May 1992 and 37 billboards were subsequently removed as a result.
- In accordance with judicially recognized compensation alternatives, the City optioned to allow non-conforming billboards to remain in use for this five and one-half year period.
- This amortization option was based in part on a compromise between the billboard industry representatives and the City. The City agreed to adopt a more flexible regulation – allowed signs in more zones (i.e. heavy commercial and industrial); less spacing between signs (i.e. 1,000' as opposed to 2,000'); greater surface area (i.e. 400 sq. ft. as opposed to 200 sq. ft.), etc., in consideration of the removal of a significant number of the non-conforming billboards.
- All legal non-conforming billboards located adjacent to Federal Aid Highways – portions of Greenville Boulevard, Memorial Drive, US 264, etc, could not be removed under this amortization provision due to federal law.
- The right to utilize non-conforming on-premise temporary signs was also phased-out over a six-month period using this same amortization method. The six-months expired in June 1987 and 60 or more trailer signs (characterized by overhead arrows and flashing lights) were subsequently removed as well as a significant number of

other temporary displays. Today, trailer signs are only permitted as part of a 10 day grand opening event and temporary signs are limited to 1 per lot and six sq. ft. in size.

- Non-conforming on-premise wall and freestanding signs were allowed to remain, however strict limitations on expansion and change of copy have resulted in the voluntary removal of many non-compliant signs through natural attrition due to change in use or occupant, business name and logo changes, and site (facility) upgrades.
- Since the adoption of the sign ordinance rewrite in 1986 there have been 26 amendments to the regulations. All but one of these amendments has been consistent with the original philosophy or intent of the 1986 code. Thirteen (13) of the amendments were proposed by a Department or Board/Commission of the City. Most amendments were for operational and/or clarification purposes.
- The first and most significant substantive amendment occurred in 1999. This amendment (Ord. # 99-4), proposed by the Pitt County Auto Dealers Group, reintroduced several categories of previously banned temporary signs including banners, balloons, pennants, spotlights, flags with logos and roof mounted inflatable displays.
- A related subsequent amendment (following a six-month trial period) returned the banner options (created by Ord. # 99-4) to prohibited status. Today, banners are only permitted as part of a 10-day grand opening event or as part of a seven-day (Secretary of State) certified non-profit organization event.
- In 2002, there were two amendments to the sign regulations. First, the off-premise sign regulations were changed to allow point-of-sale (on-premise) advertising on “billboards”. The second change specified the requirements and allowed frequency of sign copy change (one change allowed per hour). The change of copy requirements specifically pertain to electronic and/or mechanical (roll) type reader boards.
- In August of 2003, the non-conforming sign standards were changed to allow the replacement of off-premise signs which are non-conforming due to inadequate spacing (1,000 foot radius encroachment), provided that there are not any non-conforming situations increased or created, and the replacement sign complies with zone location requirements and sign height/dimension standards.

- In 2005, City Council adopted an amendment concerning permit requirements for roof mounted inflatable balloons and to limit free floating balloons to 125-feet in height, 20-feet in dimension, require a 25-foot clear fall zone, and to subject other temporary signs to the standards applicable to permanent signs including height and setback.
- In 2006 an ordinance was adopted which requires that abandoned signage be removed 12-months after the associated use is vacated.
- Also in 2006, City Council adopted an amendment to include a new definition of “banner” and “flag”, and to amend the definition and standards for “wall sign” and “freestanding sign” to include a raised two-inch frame for flex-face signs, and to amend the requirements for temporary real estate signs size and height (now 50 sq. ft. for large multi-family developments).
- A complete list of all sign ordinance related amendments (1986 to date) is set out below.

AMENDMENT HISTORY - November 1986 to June 2011

Date	Petitioner	Description	Ordinance
1986	P&CD	Amend Zoning Ord. Article VIII, Entitled " Signs " (Complete rewrite)	1667
1988	P&CD	Amend Section 32-109.13.D of the Zoning Ordinance to allow one (1) menu reader board per each restaurant drive-through facility	1928
1989	P&CD	Amending Zoning Ord. Re: Wall sign provision to allow signs on all walls provided compliance with maximum area allowance and coverage	1966
1989	P&CD	Amend Sec. 32-109-11(c) of the Zoning Ord. Regarding number of free-standing signs permitted within "Planned Center" to eliminate the unified development penalty.	2045
1995	P&CD	Amend the sign regulations to include provisions for " Open door and/or open window signs ".	95-53

1995	P&CD	Amend the sign regulations; including the clarified method of calculating allowable wall signage	95-61
1995	P&CD	Amend the sign regulations to allow alteration of freestanding signs which are nonconforming due (only) to encroachment into the public street setback area.	95-137
1996	P&CD	Amend the sign regulations to include clarified "Grand opening" sign standards.	96-29
1996	Red Oak Christian Church	Amend the "church" freestanding identification sign regulations to allow an option to erect one 72 sq. ft. sign in lieu of two 36 sq. ft. signs on lots having 300 or more feet of frontage.	96-35
1996	P&CD	Amendment to the sign regulations to permit temporary off-premise special event signage , including banners, for nonprofit and governmental organizations.	96-73
1996	P&CD	Amend the church freestanding sign requirements to allow large lot option signs up to ten (10) feet in height within residential districts.	96-79
1996	Saint Peter's Catholic Church	Amend the church wall sign requirements to allow signage based on building frontage in accordance with the general sign standards for nonresidential uses.	96-91
1997	P&CD	Amend the subdivision directory sign standards to allow increased height and display area for industrial subdivisions.	97-64 (6/12/97)
1998	P&CD	Amend the wall sign standards to allow wall sign support structures and wall signs (combined) to project up to three (3) feet from the building face provided the width of the sign (excluding supports) perpendicular to the wall is not more than one (1) foot.	98-34 (3/12/98)
1998	Pitt County Auto Dealer Group (J R Philips, Craig Goess, Steve Grant)	Amend the sign regulations to allow balloons, pennants, banners, spotlights and flags with logos.	99-4 (1/14/99)

1999	Taco Bell (Tom McLean)	Amend the sign regulations to increase the restaurant drive-thru menu reader board from 20 square feet to 42 square feet. Maximum height increased from 6 feet to 8 feet.	99-38 (4/8/99)
1999	P&CD (per council directive following 6 mo. report on the status of ordinance 99-4)	Amend the sign regulations by deleting banners as a temporary sign option excepting grand opening events and nonprofit organization events.	99-152 (12/9/99)
2002	Conrad Paysour for Craig Goess (Toyota of Greenville)	Amend the off-premise sign regulations to allow point-of-sale (on-premise) advertising on "billboards". Creates a new definition for both permanent panel and temporary poster panel off-premise signs.	02-63 (6/13/02)
2002	P&CD	Amend the sign regulations to specify the requirements and frequency of sign copy change allowed; specifically electronic and/or mechanical (roll) type reader boards.	02-94 (9/12/02)
2003	Fairway Sign Co. (Todd Allen) Raleigh – ph# 919-755-1900	Amend the nonconforming sign standards to allow replacement of off-premises signs, which are nonconforming due to inadequate spacing (1000' radius encroachment), provided no nonconforming situations are increased or created and the replacement sign complies with zone location requirements and sign height/dimension standards.	03-78 (8/14/03)
2005	P&CD	Amend the sign regulations, signs not requiring permits and roof mounted inflatable balloons, to limit free floating balloons to 125 feet in height, 20 foot in dimension and to require a 25 foot clear fall zone and to subject other temporary signs to the standards applicable to permanent signs including height and setback.	05-15 (3/10/05)
2006	P&CD (Per direction of the City Manager)	Amend the sign regulations to require removal of abandoned signs. Twelve (12) month trigger.	06-35 (4/13/06)

2006	CDD (Planning) at the request of Council Member Ray Craft	Amend the sign regulation to include a definition of "banner" and "flag", and to amend the definition and standards for "wall signs" and "freestanding signs" to include a raised (2") frame for flex-face signs, and to amend the requirements for temporary real estate signs-size (50 sq ft. for large multi-family developments) and height.	06-76 (8/10/06)
2009	Place Properties	Amend the sign regulations to allow wall signs for multi-family development in the CD district.	09-17 (3/5/09)
2010	CDD (Urban Development/Planning) - initiated by the Redevelopment Commission)	Amend the sign regulation to allow extended projection wall signs in the CD district.	10-44 (5/13/10)
2011	Cheddar's Restaurant	Amend the sign regulation to allow wall signs on top of decorative roof structures (i.e. canopies and awnings) with specified restrictions.	11-22 (5/12/11)

SECTION IV – Enforcement

The city exercises zoning within both the city limits and within an extraterritorial zoning jurisdiction (ETJ), which collectively encompass 66.64 square miles. Within the city's jurisdictional area there are approximately 4,000 (total) commercial, industrial, office and service establishments and multifamily residential complexes, most of which utilize individual and/or joint (planned center) sign displays. Between January, 1991 and December, 2010, a period of 20 years, the Planning Division issued 4,569 zoning compliance permits (avg. 228 per year) for permanent wall and/or freestanding signs, including new development locations, and replacement sign faces and/or structures at existing establishments.

Responsibility for enforcing the sign regulations is currently divided between the Police Department's Code Enforcement Division and the Community Development Department's Planning Division. The Code Enforcement Division is responsible for enforcing the standards applicable to permit-exempt (temporary) signs. The Planning Division is responsible for enforcing the standards applicable to permit-dependent (permanent) signs and vehicle mounted displays. The vast majority of all sign ordinance violations are related to temporary signs including banners, flags and multiple small signs displayed on-site and/or in public rights-of-way.

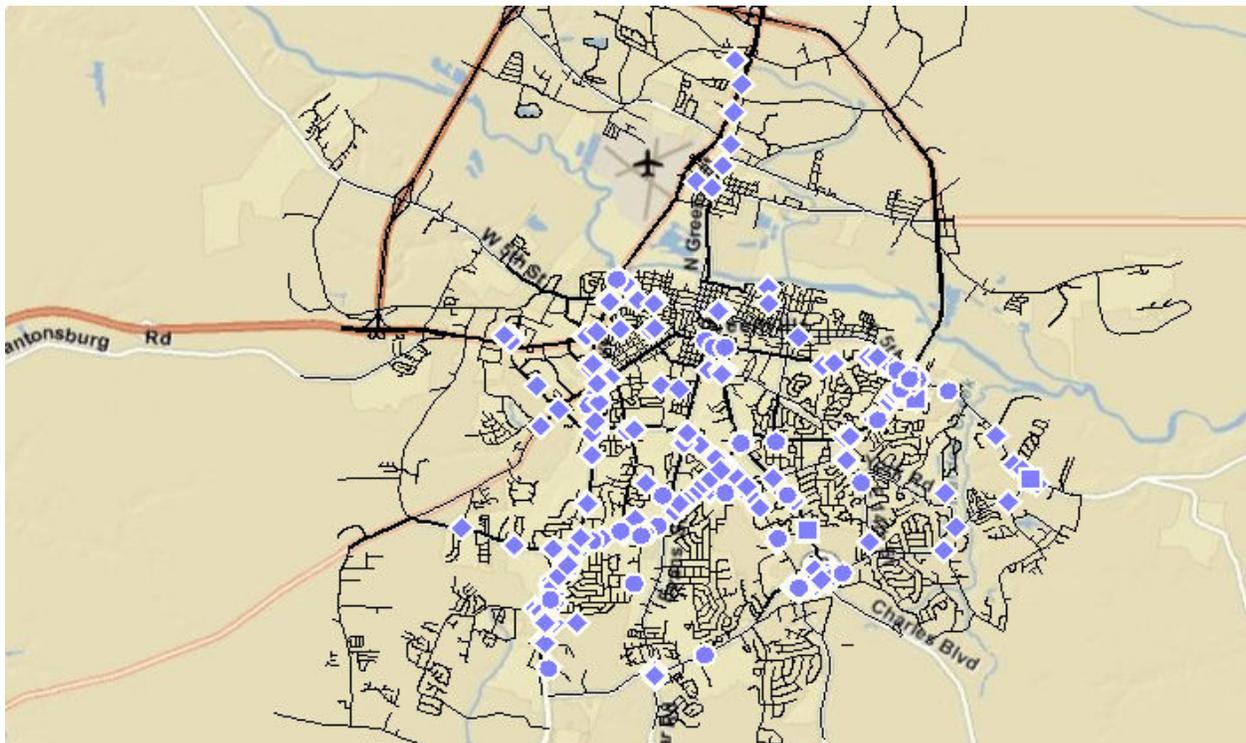
Staff recognizes that education is the most effective compliance tool. To this end, the Planning Division has developed general sign information, including wall and freestanding sign standards and permit application requirements, for distribution to commercial establishment privilege license applicants, business operators and the general public. The Code Enforcement Division has developed a temporary sign brochure for field distribution. This brochure describes the various types of temporary signs and their regulation including small advertising signs (six or less sq. ft.), real estate signs, election signs, flags, banners, balloons and the like.

A violation of the zoning ordinance, sign regulations included, is subject to civil citation as follows:

- \$50 for the first violation;

- \$100 for the second violation occurring within a 12-month period;
- \$250 for each subsequent violation within the original 12-month period
(Each day a violation continues constitutes a separate offense.)

The Code Enforcement Division logs temporary sign enforcement cases into the Mobile 311 system (this system has been in place since March 12, 2010) and the related enforcement location data may be displayed using the City's Geographic Information System (GIS). The map below is intended to illustrate the geographic distribution of enforcement actions over a one-year period beginning on July 1, 2010 and ending on June 30, 2011.



Sign Enforcement Summary for the period July 1, 2010 – June 30, 2011

1. Enforcement activities related to permit-exempt temporary signage (banners, flags, multiple small signs etc.): **293** (includes abatement notices and citations)

*Source: Police Department's Code Enforcement Division

2. Enforcement activities related to permit-dependent permanent signage:
16 (includes abatement notices and citations)

*Source: Community Development Department, Planning Division

Notes:

- (1) Code Enforcement Officers may immediately remove without notice any sign located within the street right-of-way or which constitutes an immediate public hazard.
- (2) Zoning enforcement actions may be appealed to the Board of Adjustment.

TEMPORARY SIGNS BROCHURE:



Let's all team up and work together in partnership to keep our community safe and clean!

The Purpose

This pamphlet is a user friendly tool to answer many of the questions asked staff about temporary signs in the City of Greenville. Many of the questions answered within this pamphlet include the following:

1. What are temporary signs?
2. What are exempt signs?
3. What are the square footage regulations for real estate signs?
4. What signs do not require a building permit or zoning approval?
5. Are temporary signs entitled to a legally nonconforming status?
6. What are the prohibited signs and the exceptions?
7. What special event signs are allowed and time limits?
8. What are the square footage coverage limits for windows and doors?
9. Are flags allowed?



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City of Greenville
Police Department

Code Enforcement Division's Guide to Understanding



Temporary Signs

The City of Greenville Guide to Understanding Temporary Signs

Definitions

[Sec 9-4-222]

Temporary Sign: Any portable advertising sign which attracts the public attention to an event or specific products sold. Such signs include the following:

- Signs made of paper, cloth, polyethylene film.
- Signs not permanently affixed to the ground or building surface as approved by the building inspector.
- Trailer signs
- Balloons exception 9-4-227
- Portable signs
- Banners, flags and other similar materials

No Permits required (Exempt Signs):

[Sec 9-4-227]

- a. Residential signs- noncommercial Purpose, e.g. address or identification **3 sq. ft. limit.**
- b. Memorial plaques
- c. On-premises signs with a governmental purpose
- d. On premises governmental or nonprofit balloons, flags, Insignia
- e. Architectural features of a bldg.
- f. Directional signs on property, e.g. signs for restroom, exits, parking **3 sq. ft. limit**
- g. Signs permanently attached to a licensed motor vehicle.

Exempt signs cont'd

h. Certain temporary signs

- Election signs
- Holiday signs remove **10 days** after event
- Construction identification signs
- Interior bldg signs with no more than **25% coverage of windows or doors.** Painted signs are not temporary.
- **Temporary non illuminated real estate signs** provided:
 - **12 sq. ft. area limit residential zones**
 - **50 sq. ft. area limit commercial**
- Other temporary (commercial) signs
- Not more than one sign per lot
- **6 sq. ft. area limit**
- Only applicable to commercial zones

Special provisions for certain signs

[Sec 9-4-233]

k. Temporary on-premises special event Spotlights and Roof Mounted Inflated Balloons:

- **Restrictions for spotlights**
 - a. No more than one spotlight per lot.
 - Two (2) consecutive day limit
 - Display limited to 20 days in one year
- **Roof mounted Inflatable balloons**
 - Restrictions same as spotlights

Signs Not Allowed (Prohibited Signs)

[Sec 9-4-237]

- a. Kites
- b. Balloons except as described.
- c. Spotlights except as described.
- d. **Flags exceeding 100sq ft commercial use**
- e. Temporary signs except as described
- f. Attached signs to radio/TV towers or poles
- g. Suspended signs between two structures or poles
- h. Roof signs except as described.
- i. Revolving signs
- j. Flashing signs except time and temperature
- k. Strings, ribbons, tinsels, small flags
- l. Pinwheels, windmills, or other devices

Nonconforming Signs. [Section 9-4-225]

(f) All temporary signs existing on the effective date (November 13, 1986) of this article which do not conform to the requirements...shall be removed...



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Report on standards for portable temporary storage units

Explanation: The topic of portable temporary storage units has been placed on the November 14, 2011, City Council meeting agenda at the request of Council Member Joyner. The attached report developed by the Community Development Department, Planning Division, provides City Council with information related to these land uses.

Beginning in 2005, the availability and use of portable temporary storage units, typically called "PODS", within the city increased significantly. This was in part due to several companies that were established or expanded to carry and rent these units to individuals and businesses. Consequently, the City began getting numerous complaints about individuals renting and locating portable temporary storage units in their front yards within residential neighborhoods. At that time, the City did not have regulations in place to address these temporary structures.

On March 9, 2006, City Council adopted Ordinance 06-25. This ordinance amended the zoning ordinance to include a new definition entitled "portable temporary storage unit" and to include minimum standards concerning the location, duration, frequency, number and use of units on residential and nonresidential lots. Adoption of this ordinance followed a six-month process, which included extensive communication with several companies that were actively renting these units within the City's planning and zoning jurisdiction.

The City now receives far fewer complaints related to portable temporary storage units than it did prior to the development and adoption of standards to address them. The few complaints received recently have involved units being used by businesses located along commercial corridors. The standards adopted in 2006 prohibit these units from being used as permanent accessory structures on residential lots; however, the units may be used as permanent accessory structures on commercial lots so long as they meet the minimum requirements applicable to an accessory building and/or structure for the district in which they are proposed (i.e. setbacks, lot coverage, height, etc...). There is no limitation on

the number of accessory structures that can be located on a lot with a commercial, industrial, or office primary use.

Fiscal Note: No fiscal impact anticipated.

Recommendation: Provide staff with direction regarding desired modifications to the standards applicable to portable temporary storage units.

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

Attachments / click to download

 [Report_on_Portable_Temporary_Storage_Units_909940](#)

Report on Standards for Portable Temporary Storage Units

Contents:

- Section I. Report Purpose – Page 2
- Section II. History and Background Information – Page 2
- Section III. Summary of Existing Standards – Page 3
- Section IV. Examples of Portable Temporary Storage Units Currently Located in Nonresidential Districts – Page 7

**Report Developed by the City of Greenville
Community Development Department - Planning Division
October 20, 2011**

SECTION I – Report Purpose

The topic of portable temporary storage units has been placed on the November 14, 2011, City Council meeting agenda at the request of Council Member Joyner. This report developed by the Community Development Department, Planning Division, provides City Council with information related to these land uses. Specifically, the report provides history and background information related to the development of the city’s current standards; a summary of the city’s existing standards; and examples of portable temporary storage units currently located in nonresidential areas within the city.

SECTION II – History and Background Information

Beginning in 2005, the availability and use of portable temporary storage units, typically called “PODS”, within the city increased significantly. This was in part due to several companies that were established or expanded to carry and rent these units to individuals and businesses. Consequently, the City began getting numerous complaints about individuals renting and locating portable temporary storage units in their front yards within residential neighborhoods. At that time, the City did not have regulations in place to address these temporary structures.

On March 9, 2006, City Council adopted Ordinance 06-25. This ordinance amended the zoning ordinance to include a new definition entitled “portable temporary storage unit” and to include minimum standards concerning the location, duration, frequency, number and use of units on residential and nonresidential lots. Adoption of this ordinance followed a six-month process, which included extensive communication with several companies that were actively renting these units within the City’s planning and zoning jurisdiction.

The City now receives far fewer complaints related to portable temporary storage units than it did prior to the development and adoption of standards to address them. The few complaints received recently have involved units being used by businesses located along commercial corridors. The standards adopted in 2006 prohibit these units from being used as permanent accessory structures on residential lots; however, the units may be used as permanent accessory structures on commercial lots so long as they meet the minimum requirements applicable to an accessory building and/or structure for the district in which they are proposed (i.e. setbacks, lot coverage, height, etc...). There is no limitation on the number of accessory structures that can be located on a lot with a commercial, industrial, or office primary use.

SECTION III – Summary of Existing Standards

Section 9-4-22. Definitions.

Portable temporary storage unit. Any temporary and portable accessory use container, trailer, cart, sled or other portable structure that exceeds ten square feet in floor surface storage area, that is owned, leased or rented for the purpose of temporary storage and/or transport of personal property, items and materials and which is located on any lot, other than the unit owner's commercial storage lot or facility, for more than 336 continuous hours. This definition shall include motorized and nonmotorized units, enclosed and unenclosed units, and wheeled and non-wheeled units. Exempt from this definition are licensed motor vehicles and trailers customarily associated with the on-site principal use and approved garbage and waste containers located on nonresidential or multi-family sites.

Section 9-4-103(R): Special Standards for Certain Specific Uses

(R) *Portable temporary storage unit.*

- (1) No individual unit shall exceed 320 square feet in floor surface storage area.
- (2) No storage unit shall be utilized as a principal use structure.
- (3) Except as further provided below under subsection (R)(10), not more than two units totaling 320 square feet in combined total floor surface storage area shall be permitted concurrently on any residential zoned lot and/or on any lot used for residential purposes. Exempt from this requirement are lots containing residential quarters for resident managers, supervisors or caretakers as set forth under section 9-4-78 and Appendix A to this chapter. For purposes of this section, the on-site and/or right-of-way placement of the first unit shall begin the running of time set forth under subsection (R)(7) below. See also subsection (R)(8) below.
- (4) Except as further provided below under subsection (R)(10), not more than three units totaling 960 square feet in combined floor surface storage area shall be permitted concurrently on any non-residential zoned lot and/or on any lot used for commercial, office, institutional and/or industrial purposes. For purposes of this section, the on-site and/or right-of-way placement of the first unit shall begin the running of time set forth under subsection (R)(7) below. See also subsection (R)(9) below.
- (5) Except as further provided below under subsection (R)(10), all unit(s) subject to this subsection shall be located on an improved parking surface in accordance with

Article O. Units located on any site for 336 continuous hours or less may be located on an unimproved surface.

- (6) Except as further provided below under subsection (R)(10), no unit on-site parking area, in addition to other improved on-site vehicle parking areas, shall exceed 30% of the front yard area of a single-family dwelling lot or more than 40% of any two-family attached dwelling lot in accordance with Article O.
- (7) Except as further provided below under subsection (R)(10), the maximum duration of any temporary unit located on any lot shall not exceed 120 continuous days or more than 120 total days in any 12-month period. The placement of the first unit shall begin the running of time under this subsection.
- (8) Except as further provided below under subsection (R)(10), the maximum frequency of any temporary unit located on any residential zoned lot and/or on any lot used for residential purposes shall not exceed three separate occurrences in any 12-month period. Exempt from this requirement are lots containing residential quarters for resident managers, supervisors or caretakers as set forth under section 9-4-78 and Appendix A. Each separate period of one or more concurrently placed units shall count toward the maximum frequency.
- (9) Except as further provided below under subsection (R)(10), the maximum frequency of any temporary unit located on any non-residential zoned lot and/or on any lot used for commercial, office, institutional and/or industrial purposes shall not exceed three separate occurrences in any 12-month period. Each separate period of one or more concurrently placed units shall count toward the maximum frequency.
- (10) Placement in conjunction with an active construction permit, natural disaster damage repair permit or other building permit may exceed the maximum number, duration and frequency set forth above under subsections (R)(3), (4), (7), (8) and (9) above, and the improved parking surface material and maximum coverage requirements set forth above under subsections (R)(5) and (6), provided the unit(s) shall be removed immediately following completion of the associated permit activity; provided, however, no unit(s) located on a single-family or duplex lot, excepting placement in conjunction with a building permit for the construction of the principal dwelling(s) and/or in conjunction with a natural disaster damage repair permit for any single-family or duplex dwelling(s), shall exceed 180 continuous days. Maximum frequency under this section shall not exceed one occurrence in any 12-month period.

- (11) When located on property containing a principal residential use the unit shall only be used for temporary incidental residential accessory use purposes. No unit located on any principal use residential property shall be used for commercial, office, institutional and/or industrial purposes or storage. No unit shall be used in conjunction with any home occupation.
- (12) The unit may temporarily displace minimum required parking for the associated principal use dwelling or nonresidential use.
- (13) Any unit located on a residential lot may encroach into the minimum public and/or private street (MBL) setback; provided, however, no unit shall be located within any public street right-of-way or private street easement, except as further provided. No such unit shall be located in any minimum side and/or rear yard setback or minimum bufferyard setback applicable to an accessory structure except when located on an existing improved driveway or qualified parking area. A unit may be located within a public street right-of-way upon issuance of an encroachment agreement from the authority having jurisdiction, provided compliance with all other provisions of this section.
- (14) Any unit located on a commercial, office, institutional and/or industrial lot may encroach into the minimum public and/or private street (MBL) setback, provided however no unit shall be located within any minimum perimeter and/or street bufferyard.
- (15) No unit shall encroach within the area of minimum protection (by plant material type) set forth under section 9-4-265(G)(2) for required vegetation.
- (16) No unit shall contain or receive permanent or temporary electric service, water and/or sanitary sewer service.
- (17) No unit shall be used for human or animal occupancy.
- (18) The unit shall comply with Accessory Structure Building Code placement, tie-down and other applicable standards as determined by the Building Inspector in the particular case.
- (19) Except as further provided, no unit shall be stored in any public street right-of-way or private street easement. A licensed motor vehicle unit or wheeled trailer unit attached to a licensed motor vehicle may be stored in the street right-of-way or street easement on a temporary basis in accordance with this section and applicable zoning and traffic regulations. A unit may be located within a public street

right-of-way upon issuance of an encroachment agreement from the authority having jurisdiction, provided compliance with all other provisions of this section.

- (20) Permanent signage attached to a licensed motor vehicle unit, licensed wheeled trailer unit or other non-wheeled container unit transported to the lot on a removable chassis shall be exempt from the sign regulations; provided, however, any permanent use of any unit shall not be exempt from the sign regulations.
- (21) No unit shall be located in any street sight distance area, or in any manner that obstructs vehicle or pedestrian access or lines of sight.
- (22) No unit shall be located and/or used in any manner that creates a nuisance, public health or safety hazard. When a nuisance, public health or safety hazard condition is found to exist, the owner of the lot and/or unit shall immediately remove the unit to a location in compliance with this section following personal and/or written notice from any building Inspector, nuisance abatement officer or Zoning Enforcement Officer. Any location or use inconsistent with the provisions of this section shall be construed as both a nuisance and a violation of the zoning regulations.
- (23) No unit shall be located in any manner that obstructs any designated fire lane or that otherwise obstructs or blocks access to any fire hydrant, building or structure.
- (24) Except as provided above under subsection (R)(18) above, no additional permit shall be required for any unit regulated under this section.
- (25) Permanent location and placement of an approved unit on a nonresidential zoned lot and/or on any lot used for commercial, office, institutional and/or industrial purposes shall be in accordance with the minimum requirements applicable to an accessory building and/or structure for the district and use.
- (26) No storage unit shall be used as a permanent accessory structure or building on any residential zoned lot and/or on any lot containing a residential use; provided, however, lots containing residential quarters for resident managers, supervisors or caretakers as set forth under section 9-4-78 and Appendix A shall be exempt from this requirement.

**SECTION IV. Examples of Portable Temporary Storage Units
Currently Located in Nonresidential Districts**

Photograph 1: Wal-Mart (Greenville Boulevard)



Photograph 2: Sears (Memorial Drive)



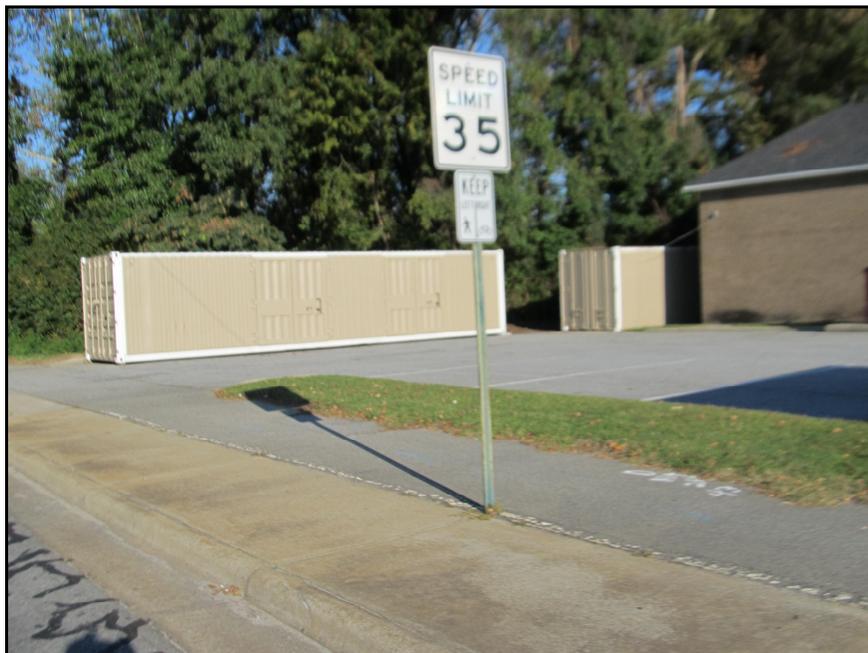
Photograph 3: Applebee's (Greenville Boulevard)



Photograph 4: 2 Give to the Troops (Landmark Street)



Photograph 5: Village Pawn (N.W. Corner of Arlington Boulevard and Evans Street)



Photograph 6: Dickinson Tire and Service Center (Dickinson Avenue)





City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: 2011-2012 Capital Reserve Fund calculation and designations

Explanation: Attached is a computation illustrating the portion of General Fund available for the annual capital reserve transfer. Historically following completion of the annual audit, the City Council considers a staff recommendation to transfer unassigned General Fund balance monies along with recommended capital improvement designations. Because of unpredictable sales tax revenue fluctuations and the impact the 2012 real estate property revaluation may have on the City's budget, staff recommends City Council delay consideration of making additional capital reserve designations at this time.

Using the June 30, 2011, audit results, the attached report shows an unassigned General Fund balance of \$2,129,404 that could be used for operating expenses and/or capital improvement needs. Additionally, there is unappropriated Capital Reserve Fund interest income of \$56,969.

The following documents are attached:

1. Computation of General Fund Monies Available for Transfer to Capital Reserve – This report is based on the unassigned General Fund balance in excess of the 14% reserve requirement established by City Council policy and the approved 2011-2012 General Fund budget expenditures, excluding Powell Bill (gas tax) funds. This amount is the starting point for calculating the available General Fund that can be used for operating and/or capital improvement needs. Under normal economic conditions, staff recommends transferring the adjusted amount of available funds to the Capital Reserve Fund. Finally, the amount of General Fund available for transfer to the Capital Reserve Fund is reduced by the fiscal year 2011/2012 General Fund budget amendments approved and presented through November 2011.
2. Capital Reserve Fund - Detail of Changes in Designations – This report shows the Capital Reserve Fund with the capital project designations the City Council approved on December 6, 2010, and the project budget changes over the past 11

months. Staff is not currently proposing the addition of any capital projects. Therefore, there is a total of \$2,129,404 and another \$56,969 from Capital Reserve interest income that is available for operating and/or capital reserve needs or to address potential 2011-2012 budget shortfalls and/or other capital projects identified during the 2012-2013 budget process.

Fiscal Note:

The calculated transfer from the General Fund into the Capital Reserve is \$2,129,404 and the unallocated Capital Reserve interest income is \$56,969 (Total = \$2,186,373).

Recommendation:

Approve the attached updated Capital Reserve Fund designations for 2011-2012 that includes no new designations.

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

Attachments / click to download

 [Capital_Reserve_Update_Caculation_652347](#)

 [Capital_Reserve_Designations_606168](#)

**Computation of General Fund Monies Available for Transfer to Capital Reserve
Fiscal Year 2011-2012**

2011-2012** General Fund Budget	Percent	Total Balance Required	Unassigned* Fund Balance	Amount Available For Transfer
70,701,262	14%	9,898,177	13,380,913	3,482,736

\$ 3,482,736 Amount Available for Transfer to Capital Reserve Fund
 (1,353,332) Budget Ordinance Amendments (FY 2011/2012), including
 November 2011 Meeting

\$ 2,129,404 Amount Available for Operating and Capital Improvement Needs
 56,969 Capital Reserve Interest (Unallocated)

\$ 2,186,373 Total Unallocated Funds that May Be Used for CIP

* 2011-2012 Audit, Exhibit C

** Excluding Powell Bill (gas tax) funds

Capital Reserve Fund - Detail of Changes in Designations - November 14, 2011

Purpose	Proposed Designations December 6, 2010	Increase	Decrease	Proposed Designations June 30, 2010
Parking Deck	\$ 1,779,565	\$ -	\$ -	\$ 1,779,565
Transportation				
Sidewalk Construction - DOT projects	\$ 259,250	-	-	\$ 259,250
Brownlea Drive Ext. Phase II	245,195	-	-	245,195
Subtotal Transportation	<u>\$ 504,445</u>			<u>\$ 504,445</u>
CSX Railroad Switching Yard	\$ 264,254		A,B (252,511)	\$ 11,743
Open Space for Land Banking	\$ 122,153	-	-	\$ 122,153
Total	<u>\$ 2,670,417</u>	<u>\$ -</u>	<u>\$ (252,511)</u>	<u>\$ 2,417,906</u>

A \$181,384 for the CSX Railroad Project

B \$ 71,127 to purchase land for the West Dudley Street railroad crossing

#606168 v8



City of Greenville, North Carolina

Meeting Date:
11/14/2011
Time: 6:00 PM

Title of Item: Budget ordinance amendment #4 to the 2011-2012 City of Greenville budget (Ordinance #11-038); budget ordinance establishing the King George Road Bridge Capital Project; and budget ordinance establishing the FEMA - Hurricane Irene Project

Explanation: 1) Attached is an amendment to the 2011-2012 budget ordinance for consideration at the November 14, 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 contingency funds to install additional playground equipment at Kristin Drive approved by City Council on October 10, 2011 (\$27,105).

B To appropriate grant funds received from the US Department of Justice to purchase additional Taser electro-muscular disruption devices and replace uniform handgun holsters. These funds have been awarded as Justice Assistance Grant 2011 (\$80,163).

C To appropriate Controlled Substance Funds to continue making monthly lease payments on a Police Department vehicle for the remainder of the lease term (ten months.) This vehicle was formally used as a HITS grant vehicle, which ended on June 30, 2011 (\$4,856).

D To allocate contingency funds to offset an anticipated shortfall in fiscal year 2011-2012 sales tax. The projection for this fiscal year was based on distributions received prior to June 2011. Based on new projections as of the end of the last fiscal year, it is anticipated that the City will fall under budget unless an budget adjustment is approved (\$100,000).

E To appropriate Powell Bill funds for the Melody Lane project to construct a new road connecting Dudley Street and Airport Road. (\$175,000).

F To re appropriate funds from fiscal year 2010-2011 to complete the traffic

services building improvement (\$87,130).

G To re appropriate funds from fiscal year 2010-2011 to complete the Municipal Building roof replacement (\$265,506).

H To appropriate donated funds to support a City Center BMX event (\$12,250).

I To appropriate fund balance as provided in the approved 2011-2012 Capital Improvement Program for the Public Works Expansion and Relocation of Purchasing Division Project (\$200,000).

2) Attached is an ordinance to establish a Capital Project Fund for the King George Road Bridge project. This fund will record King George Road bridge replacement expenses and NCDOT reimbursements. Funds are expected to be reimbursed from the State at 80%. The City's required 20% match will be met using Powell Bill's current year appropriations (Total - \$504,999).

3) Attached is an ordinance to establish a Project Fund for FEMA- Hurricane Irene activity. This fund will track activity for all expenses and reimbursements that relate to the capital activities for Hurricane Irene (tree clearing, debris removal, and damage to city buildings). Funds are expected to be reimbursed from Federal (75%) and State (25%).

Fiscal Note:

The budget ordinance amendments affect the following funds: increase General Fund by \$724,905; establish the King George Road Bridge Capital Project Fund at \$504,999; and establish the FEMA Hurricane Irene Project Fund at \$2,154,750:

<u>Fund Name</u>	<u>Original Adopted Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
General	\$ 76,590,285	\$ 724,905	\$77,315,190
King George Road Capital Project Fund	-	504,999	504,999
FEMA - Hurricane Irene Project Fund	-	2,154,750	2,154,750

Recommendation:

Approve the attached budget ordinance amendment #4 to the 2011-2012 City of Greenville budget (Ordinance #11-038); the budget ordinance establishing the King George Road Bridge Capital Project; and the budget ordinance establishing the FEMA - Hurricane Irene Project

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

Attachments / click to download

 [Budget Amendment FY 2011_2012_902782](#)

 [King George Road Capital Project Fund_910996](#)

 [FEMA Hurricane Irene Project Fund_907827](#)

ORDINANCE NO. -
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#4) Amending the 2011-2012 Budget (Ordinance No. 11-038)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 11-038, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2011-2012 BUDGET		#4 Amended 11/14/11	Total Amendments	Amended 2011-2012 Budget
<u>ESTIMATED REVENUES</u>					
Property Tax	\$ 29,813,308		\$ -	\$ -	\$ 29,813,308
Sales Tax	14,350,430	D	(100,000)	(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	B,C,H	97,269	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		-	-	1,062,537
Appropriated Fund Balance	3,079,408	E, F,G,I	727,636	1,649,136	4,728,544
TOTAL REVENUES	\$ 75,389,627		\$ 724,905	\$ 1,925,563	\$ 77,315,190
<u>APPROPRIATIONS</u>					
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		-	-	3,214,564
Fire/Rescue	12,944,364		-	74,013	13,018,377
Financial Services	2,299,332		-	864	2,300,196
Recreation & Parks	6,334,925		-	83,741	6,418,666
Police	22,536,036	B,C	85,019	127,002	22,663,038
Public Works	9,191,938		-	128,500	9,320,438
Community Development	1,730,349	H	12,250	124,439	1,854,788
OPEB	250,000		-	-	250,000
Contingency	150,000	A,D	(127,105)	(51,625)	98,375
Indirect Cost Reimbursement	(601,354)		-	-	(601,354)
Capital Improvements	6,347,428	A,E, F,G, I,2	653,741	1,029,878	7,377,306
Total Appropriations	\$ 69,419,176		\$ 623,905	\$ 1,593,942	\$ 71,013,118
<u>OTHER FINANCING SOURCES</u>					
Debt Service	\$ 4,209,487		\$ -	\$ -	\$ 4,209,487
Transfers to Other Funds	1,760,964	2	101,000	331,623	2,092,587
	\$ 5,970,451		\$ 101,000	\$ 331,623	\$ 6,302,074
TOTAL APPROPRIATIONS	\$ 75,389,627		\$ 724,905	\$ 1,925,565	\$ 77,315,192

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

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

Adopted this 14th day of November, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 11-_____
CITY OF GREENVILLE, NC
KING GEORGE ROAD BRIDGE CAPITAL PROJECT FUND
BUDGET ORDINANCE

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

Section I: Estimated Revenues. It is estimated that the following revenues will be available for the King George Road Bridge Capital Project Fund:

	ORIGINAL 2011-2012 BUDGET
<u>ESTIMATED REVENUES</u>	
NCDOT	\$ 403,999
Transfer from Powell Bill	101,000
TOTAL REVENUES	\$ 504,999

Section II: Appropriations. The following amounts are hereby appropriated for the King George Road Bridge Capital Project Fund:

<u>APPROPRIATIONS</u>	
Design	\$ 171,895
Construction	333,104
TOTAL APPROPRIATIONS	\$ 504,999

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

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

Adopted this 14th day of November 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 11-_____
CITY OF GREENVILLE, NC
FEMA -HURRICANE IRENE PROJECT FUND
BUDGET ORDINANCE

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

Section I: Estimated Revenues. It is estimated that the following revenues will be available for the FEMA-Hurricane Irene Project Fund:

	ORIGINAL 2011-2012 BUDGET
<u>ESTIMATED REVENUES</u>	
Federal Emergency Management Agency	\$ 1,616,063
North Carolina Division of Emergency Management	538,688
TOTAL REVENUES	<u>\$ 2,154,750</u>

Section II: Appropriations. The following amounts are hereby appropriated for the FEMA-Hurricane Irene Project Fund:

<u>APPROPRIATIONS</u>	
City Property	\$ 500,000
Debris Removal	1,654,750
TOTAL APPROPRIATIONS	<u>\$ 2,154,750</u>

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

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

Adopted this 14th day of November 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

