



# Agenda

## Greenville City Council

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

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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.

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**I. Call Meeting To Order**

**II. Invocation - Council Member Blackburn**

**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. Special Recognitions**

- Deaf Awareness Week
- Greenville Aquatics and Fitness Center Ranking

**VII. Consent Agenda**

1. Minutes of the August 8, August 11, and August 22, 2011 City Council meetings

2. First reading of an ordinance granting expansion of the taxicab franchise of Mahmoud Ahmad Atiyha, d/b/a Ace Cab
3. Interlocal agreement with East Carolina University and Pitt County Memorial Hospital for purchase of fire apparatus
4. Ordinance prohibiting motorized vehicles on greenways
5. Lease agreement for Roses Parking Lot located at the corner of Evans and Fourth Streets
6. Contract award for the 2011-2012 Street Resurfacing Project
7. Contract award for the Dickinson/Chestnut Street Area Drainage Improvement Project
8. Contract award for the Skinner/Beatty Street Area Drainage Improvement Project
9. Grant of a gas easement to Greenville Utilities Commission along the west side of South Pitt Street
10. Amendment to Greenville Utilities Commission's agreement with US Cellular for the Eastside Elevated Tank
11. Resolution designating the applicant's agents for Hurricane Irene
12. Ordinance amending the Manual of Fees relating to right-of-way encroachment agreement fees
13. Report on bids awarded

**VIII. Old Business**

14. Report on possible modifications to standards for dining and entertainment establishments

**IX. New Business**

15. Presentations by Boards and Commissions
  - a. Historic Preservation Commission
  - b. Recreation and Parks Commission
16. Kristin Drive park improvements
17. Inclusive Community Statement and community-wide town hall meetings
18. Financial audit for the fiscal year ended June 30, 2011

19. Resolution determining to consider alternative Intermodal Transportation Center sites
20. Budget ordinance amendment #3 to the 2011-2012 City of Greenville budget (Ordinance #11-038) and amendments to the Special Revenue Grant Fund (Ordinance #11-003), the Stormwater Drainage Bond Project Fund (Ordinance #06-66), the Stormwater Drainage Management Improvement Project Fund (Ordinance #09-67), the Employee Parking Lot Project Fund (Ordinance #07-92), and the Thomas Langston Road Extension Project (Ordinance #06-98)

**X. Review of October 13, 2011 City Council agenda**

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

**XII. City Manager's Report**

**XIII. Adjournment**



# City of Greenville, North Carolina

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

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**Title of Item:** Minutes of the August 8, August 11, and August 22, 2011 City Council meetings

**Explanation:** Proposed minutes of the August 8, August 11, and August 22, 2011 City Council meetings are presented for review and approval.

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

**Recommendation:** Review and approve the attached proposed minutes of the August 8, August 11, and August 22, 2011 City Council meetings.

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

**Attachments / click to download**

- [Proposed\\_Minutes\\_of\\_the\\_August\\_8\\_2011\\_City\\_Council\\_Meeting\\_905437](#)
  - [Proposed\\_Minutes\\_of\\_August\\_11\\_2011\\_City\\_Council\\_Meeting\\_907286](#)
  - [Proposed\\_Minutes\\_of\\_the\\_August\\_22\\_2011\\_City\\_Council\\_Meeting\\_907736](#)
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PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, AUGUST 8, 2011



A regular meeting of the Greenville City Council was held on Monday, August 8, 2011 in the Council Chambers, located on the third floor at City Hall, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at 6:00 pm, after which Council Member Joyner gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

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**APPROVAL OF THE AGENDA**

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

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**PUBLIC COMMENT PERIOD**

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Mayor Dunn opened the public comment period at 6:03 pm and explained procedures to be followed by anyone who wished to speak.

- Connie Bond – 1307 Kingsbrook Road  
Ms. Bond stated she opposes completion of the Brownlea Drive Thoroughfare. She and her sister, Terry Bryant, are co-owners of the property through which the thoroughfare would go. She and her husband live on the corner of Kingsbrook and 14<sup>th</sup> Street. If the thoroughfare is completed, their property would be bordered on three sides by streets, which would be personally undesirable for them and very detrimental to their property value. Ms. Bond stated the purpose of developing this thoroughfare 30+ years ago was to improve traffic flow from 1<sup>st</sup> Street to Greenville Boulevard, but during those 30 years, there has been almost no development in that area. She said she does not feel there is a need sufficient to justify the substantial cost of continuing the project.



- Don Mills – 1103 Kingsbrook Road  
Mr. Mills stated he and his wife have lived in their home for the past 22-1/2 years. They oppose the completion of the Brownlea Drive Thoroughfare and would prefer to see the City take money that would be spent on this project and use it to change lives and save lives. As a member of the Redevelopment Commission, he is well aware of the continuing needs in West Greenville. With only about \$250,000 in funding remaining for that area, he would rather see the City take money targeted for the Brownlea Drive project and use it for improvements in West Greenville.
- Anne Floyd Huggins – 1500 Spruce Street  
Ms. Huggins stated she wished to address the 500-foot rule for placement of clubs, which was established to protect residential neighborhoods. She stated she opposes establishing any type of overlay district that would allow any portion of Dickinson Avenue to be used for a club. Ms. Huggins stated the City Council established the 500-foot rule and she feels they should abide by it; to do otherwise would set the City Council up to be accused of discrimination if they did not make the same change for other applicants.
- Christie McLawhorn – 2623 Jefferson Drive  
Ms. McLawhorn stated she had gone through two years of agony dealing with a club located 200 feet from her home. The people wishing to establish the club on Dickinson Avenue have a traffic plan, but the club itself is not always the problem. The club can't be responsible for the activities of its patrons after they leave. State law requires them to stop selling alcohol at 2:00 am, but it does not require patrons to leave the property or to go home and be quiet. She stated it is unfair to residents of any neighborhood to subject them to something like this. She said she cannot afford to move out of the neighborhood if an undesirable element is allowed to move in, but other residents do move out causing properties to become vacant and property values to decline. She requested the City Council make no changes to lessen the impact of its 500-foot rule.
- Richard Crisp – 1201 N. Overlook Drive  
Mr. Crisp stated he does not favor the Brownlea Drive Extension. He stated residents in the 1500 and 1600 blocks of that street already experience high traffic volumes traveling at high rates of speed. While he does not wish to micromanage City finances, he stated he feels there are better uses for the money that would be spent to complete this project.



- Gertie Nicols – 2621 Jefferson Drive  
Ms. Nichols stated the City Council should be aware of the potential problems related to clubs in residential areas and she is appalled that they might give any consideration to changing the 500-foot rule.
- Thomas Rouse – 1504 Brownlea Drive  
Mr. Rouse stated he is representing the Brownlea Neighborhood Association. They feel completion of the extension would be detrimental to their property values and to their quality of life.
- Frank Cassiano – 1205 E. 5<sup>th</sup> Street  
Mr. Cassiano stated he represents the corporation that wants to establish a bar on Dickinson Avenue. If established, the bar would create 25 new jobs, and off-duty police would be hired and paid for by the bar. The landlord has stated if there are any problems such as fights or shootings, he will terminate the lease. Mr. Cassiano stated there is no desire to create problems within the community, but that area is in fact commercial. The sound system at the property cannot be heard from the nearest home to the property, which is 473 feet away. The real problem is in the parking lot, but their traffic plan will route patrons away from the residential areas.

Hearing no one else who wished to address the City Council, Mayor Dunn closed the public comment period at 6:18 pm.

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**CONSENT AGENDA**

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

- Minutes of the February 21, May 12, and June 6, 2011 City Council meetings and the January 11, February 17, March 21, and May 10, 2011 joint City Council/Greenville Utilities Commission meetings
- Resolution accepting dedication of rights-of-way and easements for Paramore Farms, Phase 2 Cluster and Gateway West, Phase 1 [Resolution No. 052-11]
- Amendment 2 to the on-call engineering services contract with The East Group
- Contract award for design of the replacement of Bridge #421 over Meeting House Branch on King George Road



- Supplemental agreement for railroad switching yard project
- Reimbursement resolution for Greenville Utilities Commission's Electric Capital Projects for the Sugg Parkway Substation and Transmission projects [Resolution No. 053-11]
- Ordinance adopting an Electric Capital Projects Budget for Greenville Utilities Commission's Frog Level Substation Improvements Project [Ordinance No. 11-040]
- Ordinance adopting Greenville Utilities Commission's Sewer Capital Project Budget for the Chicod School Sewer Extension Project [Ordinance No. 11-041]
- Ordinance amending Greenville Utilities Commission's Sewer Capital Projects Budget Ordinance for the Sterling Pointe Regional Pump Station and Pipelines Project [Ordinance No. 11-042]
- Reimbursement resolution for Greenville Utilities Commission's heavy equipment and vehicle purchases through installment loan financing [Resolution No. 054-11]
- Report on bids awarded

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

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### NEW BUSINESS

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- Presentations by boards and commissions
- Special Task Force on Public Safety

Co-Chair Bill Koch stated the task force divided their work into groups based on the tasks set for them by the City Council. He offered the following summary:

- ~ Crime Reduction Strategies
  - Surveyed similar college towns
  - Similar issues and incorporating many of their best practices into recommendations
- ~ Zoning and Alcohol Laws
  - Downtown deployment should be paid more by bars and clubs; expense should not be borne solely by taxpayers





- Standards should be more consistent with regard to bars and clubs
- Police are only able to enter bars and clubs when there is probable cause or when invited to come inside
- ~ Neighborhood Watch
  - Effective where active
- ~ Youth and Family Issues
  - Support should start with families
  - Youth and Family programs are beneficial
  - Greenville has many effective programs, staffed with caring volunteers
- ~ Crime Statistics and Perception
  - Used ECU Sociology Department Survey from 2008
  - Citizens report a positive view of Police
  - Crime is not just a police issue
  - Community-oriented policing beneficial
  - Crime occurs throughout the City but it is not distributed evenly
  - Overall crime rates have declines over the past 18 years

Mr. Koch then offered the following recommendations on behalf of the Special Task Force on Public Safety:

- Police Department should improve crime stats infrastructure
- Enact an ordinance requiring clubs to obtain a special use permit and annual review, create procedure for City to refuse local beer and wine license, and set a requirement for percentage of building front to be non-opaque.
- Pursue legislation to allow Police enforcement of ABC laws and allow City input on alcohol permit applications
- Form alliances with other NC college towns
- Update crime perception survey-ECU proposal
- Establish mini substations in high crime areas and have a coordinator for downtown
- Enact chronic nuisance standard
- Engage the community in neighborhood watch, crime reporting and volunteering for youth/family programs
- Reduce youth crime
- Increase participation in the Crime Free Rental Housing Program
- Increase cameras and improve lighting in high crime areas
- Ask ECU to establish a non-alcohol venue
- Expand youth/family/community events and continue to market a positive image



Council Member Blackburn thanked Mr. Koch and the Task Force for their hard work and the thorough job they'd done, then moved to accept the report and ask staff to bring back their responses to each of the recommendations. Council Member Mercer seconded the motion, which passed by unanimous vote.

- Police Community Relations Committee

Diane Kulik, Chair of the Police Community Relations Committee (PCRC), stated the committee's purpose is to serve as liaison between communities and police over issues of common interest. They advocate for programs, ideas, and methods to improve relationships between the community and the Police Department

Ms. Kulik stated the past year has been a busy one. The PCRC wants residents to have easy access to meetings, so they go out into the City's neighborhoods to meet and this year held many educational and informative meetings in each of the five voting districts. Speakers have been professional, knowledgeable, engaging and effective. Presentation topics have included family violence, gang activity, drug abuse and addiction, community-oriented policing, effectiveness of the PAL program and other special programs such as PITS and STRIVE, community partnerships, crime and arrest statistics, code enforcement issues and project EQUAL which is designed to prevent youths from entering the judicial system.

Ms. Kulik distributed flyers they would like to distribute promoting Neighborhood Watch, encouraging residents to be part of the solution to Greenville's problems. Flyers would have PCRC contact information on the back.

- Neighborhood Advisory Board

Ann Maxwell, Neighborhood Advisory Board (NAB) Chair, introduced Lillian Outterbridge, Vice-Chair, and stated they had worked well together as both are retired educators. She stated the goal of the Neighborhood Advisory Board is to preserve and strengthen neighborhoods and asked Ms. Outterbridge to discuss some of their accomplishments during the past year.

Ms. Outterbridge said she was excited to become a part of this board because she is very interested in the development of great neighborhoods in our city. During the past year, the group assessed the 2010 work plan, developed a work plan for 2011, hosted a neighborhood symposium, developed and distributed educational materials, developed a newsletter, planted community gardens and established or reactivated three neighborhood associations. For 2011, their goals are to establish regular forums with city departments and other agencies, conduct classes with



relevant information, continue establishing or reactivating neighborhood associations, and hold a second annual neighborhood symposium.

Ms. Outterbridge stated the NAB hosted one of its meetings about a month ago at the Koinonia Christian Center. About 60 residents from the Red Oak and Summerfield neighborhoods attended the meeting, where they were provided with information on the Code Enforcement process and the benefits of neighborhood associations.

- Report on alternatives for zoning ordinance modifications related to standards for public or private clubs

Chief Planner Chris Padgett stated the City's standards for location of public and private clubs was discussed at the June 9<sup>th</sup> meeting specifically in regard to a proposed club on Dickinson Avenue that did not meet existing zoning standards. At that time, the owner was advised of the standard process of filing an application through Community Development. Mr. Padgett stated his department has met with the owner and his attorney, but they have not yet filed an application. Also at the June 9<sup>th</sup> Council meeting, the City Council asked that options be developed for modification of current standards.

There are currently 23 public or private clubs within the City's jurisdiction, of which 16 are located within the downtown commercial zoning district. Mr. Padgett summarized existing standards and stated the City Attorney would present potential alternatives.

City Attorney Holec stated there are four general alternatives for consideration:

- Modify the existing separation requirements for public or private clubs. This alternative could involve reductions in any of the current separation standards.
- Modify existing separation requirements for public or private clubs so that separation requirements remain in place, but could be reduced a set distance provided that additional standards are met which are designed to reduce adverse impacts on surrounding properties.
- Create an overlay district along a specified portion of the Dickinson Avenue Corridor with a different set of standards for public or private clubs that is applicable in the rest of the City's jurisdiction.
- Leave the existing standards for public or private clubs in their current form.

Mr. Holec stated if the City Council wishes to initiate an amendment to the Zoning Ordinance, it would go to the Planning and Zoning Commission for review and recommendation, and a public hearing would be required.



Following a general discussion of current locations where clubs could be located under existing ordinances, Council Member Blackburn moved to leave the existing standards for public or private clubs in their current form.

Council Member Mercer seconded Council Member Blackburn's motion, expressing a concern that doing something special in relation to the Dickinson Avenue request would set a precedent for future requests.

Following a general discussion of alternatives presented, Council Member Glover stated the current request is within her voting district and she would like to have a month to meet with citizens there to get their input.

Council Member Blackburn stated she was willing to withdraw her motion for thirty days. Council Member Mercer withdrew his second and moved to table the matter for thirty days, to solicit input from the Neighborhood Advisory Board and to allow Council Member Glover to talk to citizens in her district. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Brownlea Drive Extension

Public Works Director Wes Anderson stated the City Council had requested an update on the Brownlea Drive Extension project, then introduced City Engineer Scott Godefroy to make the presentation.

Mr. Godefroy stated that as someone new to the Greenville area, looking into the Brownlea Drive project has proven to be a good education for him. Since 1963, Brownlea Drive has been designated a minor thoroughfare in the City's Thoroughfare Plan. If completed, it would provide an inner-city loop from First Street at Pitt Street on the east and then south to Greenville Boulevard. The primary purpose is to support City growth and provide improved access for the City's residents. To complete this inner-city loop, two segments (Phase II and Phase III) remain to be constructed.

Phase II is approximately 1,350 linear feet of two-lane roadway extending Brownlea Drive from 14<sup>th</sup> Street to its current terminus (1,970 feet south of 10<sup>th</sup> Street). It would be constructed within dedicated and proposed right-of-way and would complete the connection from 10<sup>th</sup> Street to 14<sup>th</sup> Street. Construction cost is estimated at \$720,000 and the project is listed as "unmet" in the FY 2011-2012 Capital Improvements Program. Currently \$245,195 has been reserved toward this project.



Phase III is approximately 1,500 linear feet from 10<sup>th</sup> Street to Sixth Street to include crossing approximately 700 feet of regulated floodway and wetlands. Construction would complete the inner-city loop. Cost for a feasibility study, design, right-of-way acquisition, and construction is estimated at \$3,006,250 and no funding has been provided.

The first challenge to completion of the inner-city loop came in 1974 as a result of litigation over a development plan. A developer who owned property in the path of the Phase II alignment did not want to abide by development regulations requiring the developer to construct the extension of Brownlea Drive as part of the development of the property. The court settlement allowed the developer to develop the property without constructing the extension, but required the developer to set aside the necessary right-of-way for its future construction, which the City was required to fund within 30 years of the settlement (September 2004). In 2002, that requirement was extended an additional 20 years (to September 2024) to provide additional time for the City to complete the project. Road design for Phase II was complete in 2007 and the final plat is complete and awaits signatures for recordation.

Traffic Engineer Rik DiCesare discussed potential traffic impacts. He identified probable areas of influence as being from Elm Street to Greenville Boulevard and 10<sup>th</sup> Street to Greenville Boulevard, stating the net gain or loss for the surrounding roadways is not large. Local benefits would include a north/south connection from Tenth Street to Greenville Boulevard, relief to the College Court/Coghill area and better connection between 10<sup>th</sup> and 14<sup>th</sup> Streets.

Mr. Godefroy recommended the City Council consider constructing Phase II during the development of the 2013-2017 Capital Improvement Program. He stated Phase III may not be economically feasible and recommended the City Council consider whether to pursue Phase III during the development of the 2013-2017 Capital Improvement Program. If the decision is to take Phase III out of the system, it will be necessary to modify the Thoroughfare Plan.

Council Member Glover stated the calls and emails she has received indicate the residents along Brownlea Drive do not want the project to continue. The City is struggling to get money for other things that residents do want and she feels it is time to stop holding the Brownlea Drive project over the heads of people who do not want it.

Council Member Blackburn stated it was good to hear the history of this project. She said she would like to keep traffic out of all residential neighborhoods.



Council Member Mercer stated he was sympathetic to the sentiments being expressed by citizens who contacted him. He said he would like to see the money from this project put into undesignated capital reserves to help address the difficult budget situations anticipated over the next two years.

Mayor Pro-Tem Kittrell moved to move the funding set aside for Phase II into undesignated capital reserves to address future needs, and to revisit the Thoroughfare Plan to see if the Brownlea Drive extension project should remain in the plan. Council Member Glover seconded the motion, which passed by unanimous vote.

- Report on sign regulations

Chief Planner Padgett stated this item is being presented at the request of Council Member Max Joyner at a previous meeting.

Mr. Padgett stated the City's first sign regulations were adopted in the 1960's and addressed only billboards. In 1986, regulations were added for on-premises signs in the hospital area as part of the Medical District Plan and were applied city-wide later in the year, recognizing that aesthetic standards should benefit the entire community and not just a single area. Sign regulations have been modified 25 times since 1986. Greenville's standards for regulating signs are located in Article N of the Zoning Ordinance and reflect an attempt to balance the rights and needs of businesses and other entities to advertise and promote themselves to the public with the need to maintain public safety and the aesthetic quality of the community. They are also considered comprehensive in that they include minimum standards relative to the construction, type, size, height, number, location, illumination, and maintenance of all signs within the City's planning and zoning jurisdiction.

Mr. Padgett gave a brief summary of the various types of signs allowed at businesses, churches and residential subdivisions and multi-family developments. He also discussed real estate signs, signs used by non-profit and governmental agencies and electronic signs. Mr. Padgett stated the Community Development Department's Planning Division is responsible for enforcement of sign regulations applicable to permanent signs, while the Police Department's Code Enforcement Division is responsible for enforcing those applicable to temporary signs.

Council Member Joyner asked about the occurrence of repeat violations. Lt. Earl Phipps, Code Enforcement Division, stated the majority of enforcement activity relates to first-time offenders, with the key being to educate violators.



Council Member Blackburn asked how much time is devoted to enforcing sign regulations. Lt. Phipps stated in order to effectively address violations, it is necessary to spend a couple hours daily on the major thoroughfares to determine who has put up a sign then notify them of the violation and educate them on proper sign usage.

Council Member Glover asked what happens to revenues from fines. City Manager Bowers states it goes into the General Fund.

Following a general discussion of the information presented, the consensus of the City Council was to ask Mr. Padgett research what other cities do in regard to temporary signs and provide a report at a future meeting.

- Funding for Sheppard Memorial Library

City Manager Wayne Bowers stated in March 2011, Sheppard Memorial Library requested 2011-2012 City funding of \$1,157,666 for operations and \$50,320 for a capital project to replace a section of the main library roof. The funding request presented to Pitt County was \$578,833 for operations and \$25,160 for the roof replacement. During the City Council meeting on June 9, 2011, Library Director Greg Needham notified Council Members that the approved 2011-2012 Pitt County budget provides \$549,683 in operating revenues for Sheppard Memorial Library. Based on the past two-thirds/one-third formula, the City's contribution would be \$1,099,366. Director Needham further noted that Pitt County had also approved \$25,160 representing one-third of the cost for the roof replacement capital outlay project. The total Pitt County appropriation is thus \$574,843. In order to offset some of the reduction from the proposed budget in Pitt County revenues and the corresponding reduction in the City appropriation, the City Council approved, contingent on concurrence by Pitt County, the following library funding plan for 2011-2012:

- City paying the full cost of the roof project (\$75,480)
- Pitt County's total contribution of \$574,843 (\$549,683 operating + \$25,160 capital) being considered as all operating
- The City then providing an operating contribution of \$1,149,686 based on the two-thirds/one-third formula. Under this proposal, the total Pitt County share would not change from the amount included in the approved budget, but the City total appropriation would increase by \$75,480.

Mr. Bowers stated he notified the County of this funding proposal in a letter to the Pitt County Manager on June 14, 2011. The County Manager presented the proposal to the County Commission on July 11, 2011. The County Commission did not accept the City proposal and confirmed that the adopted County budget that reflects





\$549,683 for the County's one-third share of operating dollars should remain as adopted. The capital dollars should not be added to this to bring it to a larger amount. The County Commission's decision was based on the fact that all agencies of Pitt County experienced funding cuts for 2011-2012. By transferring the capital dollars to operating, the Library would in effect have an increase in funding. Also, there would be implications for 2012-2013 in terms of maintaining this increased level of funding.

Mr. Bowers said in order to maintain the established two-thirds/one-third funding formula and to correspond with the County funding decision, the City Council would need to amend the City budget to provide \$1,099,366 in operating funds and \$50,320 in capital project funds. Based on the July 11, 2011 action by the County Commission, the Library Board on July 20, 2011 approved an updated Library budget reflecting the reduced appropriations from both the County and the City.

Library Director Greg Needham stated the library needs a budget that is sustainable over a period of time. Although the additional monies proposed by the City this year would make for a very good current year, the sudden spike might make it difficult for the library to maintain its current level of state funding.

Council Member Joyner moved to amend the 2011-2012 City budget to provide \$1,099,366 in operating and \$50,320 in capital funds for Sheppard Memorial Library, and transfer \$75,480 from Library funding to the General Fund contingency. Council Member Glover seconded the motion, which passed by unanimous vote.

- One-Stop voting for 2011 municipal election

City Clerk Carol Barwick explained that the agreement between the City and the Pitt County Board of Elections provides for operation of two One-Stop Voting sites to be in operation for the upcoming municipal election, stating that those sites would be located at the Pitt County Agricultural Center and the Center at Alice F. Keene Park. The agreement also stipulates that a municipality may request an additional One-Stop Voting site located within their jurisdiction at their own expense, subject to approval by the Board of Elections.

In February 2011, the City Council voted to request a cost estimate for hosting an additional One-Stop site at the Municipal Building or other appropriate location. An April 2011 letter from Board of Elections Director David Davis estimated total election cost for this year, including the hosting of a One-Stop site at \$65,861.54. Ms. Barwick stated upon further inquiry, Mr. Davis estimated expenses for an additional One-Stop site to be \$2,594.37 to operate from Monday, October 31<sup>st</sup>





through Friday, November 4<sup>th</sup> between the hours of 8:00 am and 5:00 pm and on Saturday, November 5<sup>th</sup> from 8:00 am to 1:00 pm. That cost could be reduced to \$2,271.42 by changing the Monday-Friday hours for the same dates to 11:00 am to 7:00 pm, with Saturday hours remaining at 8:00 am to 1:00 pm.

Ms. Barwick said Mr. Davis has advised that the Board of Elections determined the Municipal Building is too small to serve as a One-Stop site and if the City desires to host the additional One-Stop site for this year's election, the site should be the Pitt Area Transit System Conference Room behind the Pitt County Office Building at 1717 West Fifth Street. He further indicated the Board of Elections plans to adopt their operating plan for the 2011 One-Stop Voting sites at their meeting on August 16<sup>th</sup>. Ms. Barwick requested the City Council determine if there is a desire to host the additional One-Stop site at the City's expense, and if so, whether the location behind the Pitt County Office Building is acceptable.

Council Member Glover stated she feels the location recommended by the Board of Elections is a good choice and more accessible for citizens. She moved to operate a One-Stop Voting site at the Pitt Area Transit System Conference Room behind the Pitt County Office Building at 1717 West Fifth Street from Monday, October 31<sup>st</sup> through Friday, November 4<sup>th</sup> between the hours of 11:00 am and 7:00 pm and on Saturday, November 5<sup>th</sup> from 8:00 am to 1:00 pm. Council Member Joyner seconded the motion.

City Attorney Dave Holec clarified that the City merely submits a request, but the final decision is up to the Board of Elections.

Council Member Mercer stated this issue was the topic of much contentious debate prior to the 2009 election. He said he is glad it doesn't appear to be that way now, but he would prefer leaving the matter up to the Board of Elections.

Mr. Holec stated the Board of Elections will only consider adding the third site upon request from the City Council.

There being no further discussion, the motion to operate a One-Stop Voting site at the Pitt Area Transit System Conference Room behind the Pitt County Office Building at 1717 West Fifth Street from Monday, October 31<sup>st</sup> through Friday, November 4<sup>th</sup> between the hours of 11:00 am and 7:00 pm and on Saturday, November 5<sup>th</sup> from 8:00 am to 1:00 pm passed by unanimous vote.

- Resolution, Bond Purchase Agreement, and Secondary Trust Agreement for the refunding of the City of Greenville's Special Obligation Revenue Bonds, Series 2001



Financial Services Manager Kimberly Branch stated the City is issuing an amount not to exceed \$4,500,000 in Special Obligation Revenue Bonds to refinance the Series 2001 Special Obligation Revenue Bonds which were issued to construct the Convention Center. The refunding bonds were approved for issuance by resolution at the June 9<sup>th</sup> City Council meeting. The sale date is scheduled for August 11, 2011.

Ms. Branch asked that the City Council adopt a resolution approving the sale of the 2011 Special Obligation Revenue Bonds along with the Bond Purchase Agreement and Secondary Trust Agreement.

City Attorney Holec stated he has reviewed all documents referenced by Ms. Branch and finds them to be in good order for approval.

Mayor Pro-Tem Kittrell moved to adopt a resolution approving the sale of the 2011 Special Obligation Revenue Bonds along with the Bond Purchase Agreement and Secondary Trust Agreement. Council Member Glover seconded the motion, which passed by unanimous vote.

- Budget ordinance amendment #1 to the 2011-2012 City of Greenville budget [Ordinance No. 11-044]

Upon motion by Council Member Joyner, seconded by Council Member Blackburn, budget ordinance amendment #1 to the 2011-2012 City of Greenville budget was approved by unanimous vote. There was no discussion.

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#### REVIEW OF AUGUST 11, 2011 CITY COUNCIL AGENDA

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- The City Council did a cursory review of the August 11, 2011 City Council agenda and reviewed nominations for appointments to Boards and Commissions.

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#### COMMENTS FROM MAYOR AND CITY COUNCIL

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



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**CITY MANAGER'S REPORT**

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City Manager Bowers advised the City Council that his plan for the August 22, 2011 City Council meeting was to focus primarily on the Classification and Compensation Study.

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**CLOSED SESSION**

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Council Member Joyner moved to enter closed session in accordance with G.S. §143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged and confidential by the open meeting laws, and G.S. §143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Mayor Dunn declared the City Council in closed session at 10:04 pm and called a brief recess to allow Council Members time to relocate to Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Mercer and seconded by Council Member Joyner to return to open session. Motion was approved unanimously, and Mayor Dunn returned the City Council to open session at 10:56 pm.

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**ADJOURNMENT**

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Council Member Joyner moved to adjourn the meeting, seconded by Council Member Smith. There being no further discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 10:57 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, AUGUST 11, 2011



A regular meeting of the Greenville City Council was held on Thursday, August 11, 2011 in the Council Chambers, located on the third floor at City Hall, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at 7:00 pm and gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

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**APPROVAL OF THE AGENDA**

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

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**SPECIAL RECOGNITION**

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- Linwood Atkinson, Recreation and Parks Department Retiree

City Manager Wayne Bowers read a plaque commemorating Linwood Atkinson's 32 years and 5 months of service to the City of Greenville, which Recreation and Parks Director Gary Fenton then presented to him, expressing appreciation for a job well done and recognizing him for accomplishments during his career.

- Lenny Waters, Fire-Rescue Department Retiree

City Manager Wayne Bowers read a plaque commemorating Capt. Lenny Waters' 29 years and 8 months of service to the City of Greenville, which Fire and Rescue Chief Bill Ale then presented to



him, expressing appreciation for a job well done and recognizing him for accomplishments during his career.

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## APPOINTMENTS

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### APPOINTMENTS TO BOARDS AND COMMISSIONS

- Board of Adjustment  
Motion was made by Council Member Joyner and seconded by Mayor Pro-Tem Kittrell to elevate Sharon Ferris to a regular member for a first-three year term expiring June 2014, replacing the position held by Mulatu Wubneh, who was ineligible for reappointment; to elevate Justin Mullarkey from Alternate #1 to a regular member for a first-three year term expiring June 2014, replacing the position held by Renee Safford-White, who was not reappointed; to elevate Minnie Anderson from Alternate #2 to Alternate #1 to fill an unexpired term expiring June 2012; to elevate William Fleming from Alternate #3 to Alternate #2 to fill an unexpired term expiring June 2012; and to appoint Thomas Taft as Alternate #3 to fill an unexpired term expiring June 2014. Motion carried unanimously.
- Historic Preservation Commission  
Motion was made by Council Member Mercer and seconded by Council Member Joyner to appoint Sara Larkin to fill an unexpired term expiring January 2014, replacing Bradley Ingalls, who resigned. Council Member Mercer continued the replacement of John "Jerry" Weitz until September. Motion carried unanimously.
- Human Relations Council  
Motion was made by Council Member Joyner and seconded by Council Member Smith to reappoint Robert Hudak for a second three-year term expiring September 2014; to reappoint Franchine Pena and Corey Rhodes for first three-year terms expiring September 2014; and to appoint Prudencio Martinez-Mengel for a first three-year term expiring September 2014, replacing Shatka Richardson, who did not meet the attendance requirements. Motion carried unanimously. Council Member Joyner continued the replacement of Robert Thompson, who resigned as of today due to medical reasons.
- Pitt-Greenville Airport Authority  
Motion was made by Council Member Blackburn and seconded by Council Member Joyner to appoint Julia Carlson for a first four-year term expiring June 2015, to replace Dennis Biggs, who is ineligible for reappointment. Motion carried unanimously.



- Pitt-Greenville Convention and Visitors Authority  
Council Member Glover continued the replacement of the late Earnestine Haselrig and the recommendation for the replacement of County Member Thomas Hines until September.
- Planning and Zoning Commission  
Motion was made by Council Member Mercer and seconded by Council Member Joyner to appoint John "Jerry" Weitz as Alternate #2 for a first three-year term expiring May 30, 2014. Motion carried unanimously.
- Recreation and Parks Commission  
Motion was made by Council Member Glover and seconded by Council Member Joyner to appoint Darin White for a first three-year term expiring May 30, 2014, replacing Sue Aldridge, who was ineligible for reappointment. Motion carried unanimously.
- Youth Council  
Motion was made by Council Member Glover and seconded by Council Member Blackburn to reappoint Ajay Ajmera, Romeo Garcia, La'Quon Rogers, and Urban Turnage for fourth one-year terms expiring September 30, 2012; to reappoint Lorenzo Person, Annassa Thompson and Joseph Wobbleton for third one-year terms expiring September 30, 2012; to reappoint Bridget Demery and Alice Wang for second one-year terms expiring September 30, 2012; and to appoint Samaria Trimble and Andre' Kent for first one-year terms expiring September 30, 2012. Motion carried unanimously.

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**OLD BUSINESS**

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- Ordinance to annex Pitt County American Legion Agricultural Fair, Inc. property, involving 39.81 acres located at the northwest corner of the intersection of Whichard Road and Martin Luther King, Jr. Boulevard

City Manager Bowers stated the City Council conducted a public hearing and tabled this item at their June 9<sup>th</sup> meeting to allow time for additional review and study of policing needs and associated costs related to the property.

The estimated revenues associated with the annexation of this property total \$7,629 per year, while estimated costs of providing routine municipal services to this property total \$30,794 per year. In addition, the Police Department has estimates the cost to provide police services during the five-day Pitt County Fair event to be \$14,000-\$16,000.



Mr. Bowers stated the petition for annexation of this property was filed as a condition of their request to have Greenville Utilities Commission provide sewer service to the property. The sewer service has been installed, but as it has been deemed in the City's best interest to delay annexation, the City's recommendation is to enter into an Annexation Agreement with American Legion Agricultural Fair, Inc. in lieu of approving the annexation petition, which will have no fiscal impact on the City. Once said agreement is executed, the organization's annexation petition will be withdrawn.

Mayor Pro-Tem Kittrell moved to authorize the City Manager to enter into an Annexation Agreement with American Legion Agricultural Fair, Inc. which would allow the City to pursue annexation of this property at a future date. Council Member Joyner seconded the motion, which passed by unanimous vote.

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**NEW BUSINESS**

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PUBLIC HEARINGS

- Ordinance requested by the Community Development Department to rezone 0.65 acres located at the southeast corner of the intersection of Dickinson Avenue and Ficklen Street from Downtown Commercial Fringe (CDF) to Downtown Commercial (CD) [Ordinance No. 11-045]

Planner Chantae Gooby stated the property is located in Vision Area H of the Comprehensive Plan. Dickinson Avenue is considered a connector corridor from Reade Circle to Arlington Boulevard. Connector corridors are anticipated to contain a variety of higher intensity activities and uses. The Future Land Use Plan Map recommends commercial (C) for the area bounded by Reade Circle, Evans Street, West 10th Street and Dickinson Avenue. The subject property is located in the designated regional focus area described as the central business district (Uptown area).

Based on possible uses permitted by the requested rezoning, Ms. Gooby stated the proposed rezoning classification could generate 100 trips to and from the site on Dickinson Avenue, which is a net decrease of 398 additional trips per day. During the review process, measures to mitigate the traffic will be determined.

On the 1969 zoning series map, the subject property was zoned CDF (Downtown Commercial Fringe). Currently, a vacant office/commercial building is located on the property. Water and sanitary sewer are located in the right-of-way of Ficklen Street and Dickinson Avenue. The property contains no known designated Historic sites and there are no known environmental conditions/constraints.



Surrounding Land Uses and Zoning include:

- North: CDF- commercial building; CD - vacant lot
- South: CDF and CD - two (2) vacant lots and two (2) commercial buildings
- East: IU: UNX Chemical Company
- West: CDF- vacant lot

Under its current zoning (CDF), Ms. Gooby stated the site could yield 20,100 square feet of commercial/retail/restaurant space. Under the proposed zoning (CD), the site could yield 28,314 square feet of commercial/retail/restaurant space. There are no setbacks or on-site parking requirements for the CD district.

Ms. Gooby stated this is the site of the new GO-Science Regional Science Center and anticipated build-out time is within one year. On June 6, 2011, the Redevelopment Commission voted to approve the initiation of the GO-Science Center rezoning request.

Ms. Gooby stated in staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan Map and the Center City Revitalization Plan. Council Member Joyner asked why the proposal is for this one lot and not the entire area. Ms. Gooby stated the request came from the Redevelopment Commission as the property owner.

Council Member Joyner asked if application fees were waived. Community Development Director Merrill Flood responded that no fee is paid when the applicant is an agent of the City.

Council Member Joyner said he doesn't oppose the request, but feels it would be good for the whole area to be rezoned in this manner. Mr. Flood stated adjacent owners could initiate a request, but they would have to pay the required fee.

Council Member Joyner moved to adopt the ordinance to rezone 0.65 acres located at the southeast corner of the intersection of Dickinson Avenue and Ficklen Street from Downtown Commercial Fringe (CDF) to Downtown Commercial (CD). Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Ordinance to annex Med-Moore Park, Phase III, Block "A", being a portion of Lots 2, 10, and 11 involving 1.83 acres located approximately 200 feet northeast of W.H. Smith Boulevard and northwest of Med-Moore Park, Block "A", Lot 1, southeast of Med-Moore Park, Phase III, Block "A", Lots 3, 8, and 9 and southwest of the property of the State of North Carolina [Ordinance No. 11-046]

Chief Planner Chris Padgett showed a map depicting the proposed annexation area, which is located within Greenville Township in voting district #1. The property is currently vacant with no population, and no population is anticipated at full development. Current zoning is CG (General Commercial), with the proposed use being a 30,000 sq. ft. Office. Present tax value is \$1,178,795, with tax value at full development estimated at \$4,178,795.





Mayor Dunn declared the public hearing for the proposed annexation open at 7:21 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, she then invited comment in opposition. Also hearing no one, Mayor Dunn closed the public hearing at 7:22 pm.

Council Member Joyner moved to adopt the ordinance to annex Med-Moore Park, Phase III, Block "A" being a portion of Lots 2, 10, and 11. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Ordinance requiring the repair or the demolition and removal of the dwelling located at 104 Wade Street [Ordinance No. 11-047]

Lt. Earl Phipps discussed ownership of the property, described its present condition and presented informational statistics related to complaints received. Lt. Phipps stated the current tax value of the property is \$20,005.00 and cost of repair is estimated at \$32,707.80.

Mayor Dunn declared the public hearing open at 7:23 pm and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, she invited comment in opposition to the proposed order. Also hearing none, Mayor Dunn declared the public hearing closed at 7:24 pm.

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

- Ordinance requiring the repair or the demolition and removal of the dwelling located at 106 Wade Street [Ordinance No. 11-048]

Lt. Earl Phipps discussed ownership of the property, described its present condition and presented informational statistics related to complaints received. Lt. Phipps stated the current tax value of the property is \$25,181.00 and cost of repair is estimated at \$36,402.20.

Mayor Dunn declared the public hearing open at 7:26 pm and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, she invited comment in opposition to the proposed order. Also hearing none, Mayor Dunn declared the public hearing closed at 7:27 pm.

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



- Ordinance requiring the repair or the demolition and removal of the dwelling located at 1229 Battle Street [Ordinance No. 11-049]

Lt. Earl Phipps discussed ownership of the property, described its present condition and presented informational statistics related to complaints received. Lt. Phipps stated the current tax value of the property is \$22,751.00 and cost of repair is estimated at \$38,288.20.

Mayor Dunn declared the public hearing open at 7:29 pm and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, she invited comment in opposition to the proposed order. Also hearing none, Mayor Dunn declared the public hearing closed at 7:29 pm.

Mayor Pro-Tem Kittrell moved to adopt the ordinance. Council Member Joyner seconded the motion, which was approved by unanimous vote.

- Ordinance requiring the repair or the demolition and removal of the dwelling located at 1308 Dickinson Avenue [Ordinance No. 11-050]

Lt. Earl Phipps discussed ownership of the property, described its present condition and presented informational statistics related to complaints received. Lt. Phipps stated the current tax value of the property is \$55,302.00 and cost of repair is estimated at \$91,179.00.

Mayor Dunn declared the public hearing open at 7:30 pm and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, she invited comment in opposition to the proposed order. Also hearing none, Mayor Dunn declared the public hearing closed at 7:31 pm.

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

- Ordinance requiring the repair or the demolition and removal of the dwelling located at 313 Line Avenue [Ordinance No. 11-051]

Lt. Earl Phipps discussed ownership of the property, described its present condition and presented informational statistics related to complaints received. Lt. Phipps stated the current tax value of the property is \$16,992.00 and cost of repair is estimated at \$38,492.20.

Mayor Dunn declared the public hearing open at 7:32 pm and invited comment in favor of the proposed order requiring repair or demolition. Hearing none, she invited comment in opposition to the proposed order. Also hearing none, Mayor Dunn declared the public hearing closed at 7:33 pm.



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

- Community Development Block Grant and HOME Investment Partnerships budget amendment

Housing Administrator Sandra Anderson stated the initial 2011-2012 Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) budgets presented to the City Council on April 14, 2011, as included in the required Annual Action Plan for federal funding, were based on anticipated grant awards from the 2010-2011 federal fiscal year. Since that time, the U.S. Congress approved funding represents a 16% decrease in Community Development Block Grant funds and a 12% reduction in the HOME Investment Partnerships program. The City received notice from the U.S. Department of Housing and Urban Development that the funding to the City of Greenville will be \$743,771 CDBG funds and \$506,340 HOME Investment Partnerships funds.

As a result of the reductions and as instructed by the U.S. Department of Housing and Urban Development, Ms. Anderson said staff has revised the proposed activities and budget to reflect the reductions by the U.S. Congress to the CDBG and HOME programs. \$743,771 in CDBG funds and \$506,340 HOME Investment Partnerships funds will be received by the City following execution of the grant award agreement.

Ms. Anderson recommended the City Council conduct the required public hearing and approve the amended CDBG and HOME budgets.

Mayor Dunn declared the public hearing open at 7:37 pm and invited anyone wishing comment on the proposed amended CDBG and HOME budgets to come forward. Hearing no one, Mayor Dunn declared the public hearing closed at 7:38 pm.

Council Member Joyner moved to adopt the amended CDBG and HOME budgets. Council Member Glover seconded the motion, which was approved by unanimous vote.

- Community Development Block Grant subrecipient public service awards

Housing Director Anderson presented a request to approve the Affordable Housing Loan Committee's recommendation of fiscal year 2011-2012 funding awards to local non-profit organizations that carry out public services activities benefiting low to moderate income individuals and families. She stated the Affordable Housing Loan Committee met on July 13, 2011 and made funding recommendations for non-profit subrecipient organizations that submitted eligible applications. Requests from each organization are outlined within agenda materials and total \$94,450. The Affordable Housing Loan Committee recommended 100% funding for each eligible non-profit application submitted for funding due to the availability of funds and limited number of requests.



Ms. Anderson recommended the City Council conduct the required public hearing and approve the Affordable Housing Loan Committee's recommendations for 2011-2012 CDBG subrecipient funding allocations.

Mayor Dunn declared the public hearing open at 7:40 pm and invited anyone wishing comment on the proposed funding to non-profits to come forward. Hearing no one, Mayor Dunn declared the public hearing closed at 7:41 pm.

Council Member Joyner moved to approve funding to non-profits as recommended by Affordable Housing Loan Committee. Council Member Glover seconded the motion, which was approved by unanimous vote.

PUBLIC COMMENT PERIOD

Mayor Dunn opened the public comment period at 7:42 pm and explained procedures to be followed by anyone who wished to speak. There being no one present who wished to address the City Council, Mayor Dunn closed the public comment period at 7:43 pm.

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**COMMENTS FROM MAYOR AND CITY COUNCIL**

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

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**CITY MANAGER'S REPORT**

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City Manager Bowers reminded the City Council that the focus of the August 22<sup>nd</sup> City Council meeting would be the Classification and Compensation Study.

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**ADJOURNMENT**

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Council Member Joyner moved to adjourn the meeting, seconded by Council Member Smith. There being no discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 7:48 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, AUGUST 22, 2011



A regular meeting of the Greenville City Council was held on Monday, August 22, 2011 in the Council Chambers, located on the third floor at City Hall, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at 6:00 pm, after which Mayor Pro-Tem Kittrell gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

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**APPROVAL OF THE AGENDA**

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

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**PUBLIC COMMENT PERIOD**

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Mayor Dunn opened the public comment period at 6:03 pm and explained procedures to be followed by anyone who wished to speak.

- Terry Boardman – 213 King George Road

Mr. Boardman expressed concern over the Auditor's report related to the Pitt-Greenville Airport and practices which allowed the Airport's former manager to be paid around \$300,000 annually for the past four years and receive a greatly increased pension. He stated he believed the Airport's Board was manipulated by this manager and had been somewhat in the dark about these actions until they voted recently to approve those past actions retroactively. In view of that development, he stated he believes they acted unethically and improperly. He said he feels it is now the City Council's responsibility to address the issue.



On another matter, Mr. Boardman stated he was shocked to read that the cost of the bus station project had increased from \$6 million to \$12 million in just three short years. He asked why the cost had increased do much and why the City planned to proceed when many prospective riders seem to want no part in it and when ECU and downtown businesses are opposed to the proposed site.

- Dave Barham - No address given

Mr. Barham held up at book, which he identified as Glen Beck's book on The Federalist Papers, and from which he read an excerpt. He then stated that smart growth, the practice of herding people like cattle into dense environments, is a putrid thing and he hopes the City Council thinks carefully about the effect before pursuing smart growth.

Hearing no one who wished to address the City Council, Mayor Dunn closed the public comment period at 6:08 pm.

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### CONSENT AGENDA

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

- Minutes from the June 9, 2011 City Council meeting
- First reading of an ordinance granting a taxicab franchise to Michael Levon Long, d/b/a K & M Cab Service

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



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## NEW BUSINESS

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- Classification and Compensation Study

City Manager Wayne Bowers briefly summarized the history of the Classification and Compensation Study, stating that the City Council had delayed final action on the plan to allow time for a review process to be conducted for City employees so requesting. Mr. Bowers stated that process is now complete and Ruth Ann Eledge is here from Waters Consulting to make a short presentation on the review process and answer questions.

Ms. Eledge stated the study was summarized for employees at the end of May, followed by individual letters to employees explaining the impact of the study on their individual positions. Employees were given the opportunity to ask questions and receive answers through mid-June and requests for review were accepted from employees from June 20<sup>th</sup> through July 7<sup>th</sup>. Ms. Eledge stated 36 employees in 26 different job classifications from 8 departments requested a review of their position.

To submit a request for review, employees completed a form to which they could attach any supporting documentation they wished to have considered. Forms were submitted through the departmental chain of command to Human Resources, who then forwarded them to Waters Consulting. Once Waters received the requests for review, they were evaluated based on a number of factors: the nature of the request/remedy sought, key factors for consideration, comments from the department, and any supporting documentation provided. Ms. Eledge stated they reconfirmed the incumbent's correct placement in the job title, reevaluated compensable factors, reviewed benchmark data to confirm an appropriate match, and developed written recommendations for each which were sent to the City Manager for final review, either confirming or revising job placement. Based on these reviews, a total of 11 revisions were recommended: 7 for new grade assignments and 4 for the incumbent to be placed into a different job classification. Written notification of review results was sent to employees on August 17<sup>th</sup>.

Council Member Blackburn asked if the projected cost of \$183,587 was for only those changes recommended in this final review. Ms. Eledge stated that cost was the total for all recommendations, adding that many of the recommended changes did not impact employee pay, but merely a job title and/or grade assignment.

Council Member Smith asked about the lowest average salary in the study. Ms. Eledge stated it was Grade 102, which is a Custodian I position.



Council Member Joyner asked what was the largest increase received by an employee. Human Resources Manager Leah Futrell stated she believes it was between \$5,500 and \$6,000 for an employee in Recreation and Parks who was classed as a Laborer, but functioning as an Equipment Operator. That person's job title was changed to Maintenance Technician II.

Council Member Joyner expressed concern about the City's long-term ability to pay for implementing all the changes recommended in conjunction with the Classification and Compensation Study. Mr. Bowers stated the current year budget has \$212,639 for these changes, which exceeds the currently expected cost. He stated the City is in a service business and in order to provide the services expected by citizens, the City needs a solid employee base.

Council Member Blackburn acknowledged that economic conditions are difficult, but stated she feels it is incumbent upon the City to pay a fair and equitable wage to its employees, and she said she feels it is important to reward initiative.

Council Member Joyner asked about the cost of a 1.5% salary increase to employees. Assistant City Manager Thom Moton stated he estimates the cost to be around \$378,000.

Council Member Mercer stated to operate any City, you must have a well-designed plan. At the beginning of the Classification and Compensation Study, the City Council agreed to engage in that process with the goal of setting salary rates at market. He stated he feels now is the time to implement that plan and moved to approve the Classification and Compensation Study recommendations, adopt the attached pay plan (Assignment of Classes to Salary Grades and Ranges), and authorize implementation retroactive to July 2, 2011. Council Member Blackburn seconded the motion.

Council Member Glover asked if the plan addresses compression issues within Public Works. Mr. Bowers stated the Time-In-Position adjustments were designed to address many of those issues by moving many long-term employees higher within their assigned pay grade. Within the various administrative classifications, a number of position titles were changed. Council Member Glover stated she did not feel enough was done for employees in the lower pay grades.

Mayor Pro-Tem Kittrell stated he doesn't view the plan as perfect, but he feels a truing-up on a ten year cycle is appropriate and he will support this. He agreed Council Member Glover has a valid point about salaries in some of the lower-graded





position, but pointed out City employees receive a higher benefit percentage than many people working in higher paid positions elsewhere.

Following a general discussion of current economic conditions and the appropriateness of implementing the pay plan at the present time, the motion to approve the Classification and Compensation Study recommendations, adopt the attached pay plan (Assignment of Classes to Salary Grades and Ranges), and authorize implementation retroactive to July 2, 2011 passed by a vote of 4 to 2, with Council Members Joyner and Glover voting no.

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**COMMENTS FROM MAYOR AND CITY COUNCIL**

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

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**CITY MANAGER'S REPORT**

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City Manager Bowers reminded those present there would be no meeting on Monday, September 5, 2011 due to the Labor Day holiday. He said the next City Council meeting would be held on Thursday, September 8, 2011. Mr. Bowers also stated there is a meeting scheduled for September 19, 2011, but nothing is planned for that meeting.

Council Member Blackburn moved to cancel the September 19, 2011 meeting, seconded by Council Member Smith.

Council Member Joyner expressed concern about cancelling some meetings when others run to very late hours. He asked if there was a better way to distribute items across scheduled meeting dates to avoid having some meetings last several hours while cancelling others in the same month.

Council Member Mercer stated he feels strongly that the Council should not have more meetings than are necessary to conduct the City's business. He suggested the Council Members could all be more crisp and thoughtful in their comments to avoid extending the time necessary to discuss an agenda item.

A call to vote on the motion to cancel the September 19, 2011 City Council meeting resulted in a 3 to 3 tie, with Council Members Blackburn, Mercer and Smith voting yes and Mayor



Pro-Tem Kittrell along with Council Members Joyner and Glover voting no. Mayor Dunn voted no to break the tie, therefore the motion to cancel the September 19, 2011 meeting failed.

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**ADJOURNMENT**

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Council Member Blackburn moved to adjourn the meeting, seconded by Council Member Joyner. There being no further discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 7:39 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk



# City of Greenville, North Carolina

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

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**Title of Item:** First reading of an ordinance granting expansion of the taxicab franchise of Mahmoud Ahmad Atiyha, d/b/a Ace Cab

**Explanation:** Mahmoud Ahmad Atiyha, d/b/a Ace Cab, has made application to expand an existing taxicab franchise to allow for the operation of a total of four taxicabs. The existing franchise was initially approved on March 3, 2011 for one taxicab and was subsequently amended on June 9, 2011 for a total of four taxicabs, although only two were inspected for operation within the allotted time. The Financial Services, Community Development, and Police Departments have all reviewed the application packet and find no reason not to grant the applicant's request. A public hearing on this request is scheduled for October 13, 2011, with advertising in The Daily Reflector on October 3, 2011 and October 10, 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 first reading of the attached ordinance granting expansion of a taxicab franchise to Mahmoud Ahmad Atiyja, d/b/a Ace Cab.

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

**Attachments / click to download**

[Application Packet from Ace Cab](#)

[Ordinance granting a taxicab franchise to Mahmoud Ahmad Atiyha ACE Cab 1st reading 908581](#)

**AN ORDINANCE GRANTING AN AMENDMENT TO TAXICAB FRANCHISE  
OF MAHMOUD AHMAD ATIYHA, D/B/A ACE CAB**

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, Mahmoud Ahmad Atiyha, d/b/a Ace Cab, was granted a franchise on March 3, 2011 to operate 1 taxicab within the City limits and was granted expansion of said franchise on June 9, 2011 so that he currently operates 2 taxicabs and now seeks authorization to increase the number of taxicabs operated within the City limits to   4   taxicabs; 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 issued to Mahmoud Ahmad Atiyha, d/b/a Ace Cab, is amended to permit the operation within the City of Greenville of not more than   4   taxicabs.

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 immediately upon its adoption following its second reading.

First reading approved on the 10th day of October, 2011.

Revised 3/30/2009

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: Mahmoud Atiyha, Ace Cab 3802 Sterling Point Dr Unit B4
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, NC
5. The Applicant is requesting franchise to operate 4 taxicabs. (2 additional) #2, approved 6/09/2011
6. In support of this application, the following Exhibits are attached. Exhibit 1 approved 03/03/2011
  - 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 <u>Atiyha</u>		FIRST NAME <u>Mahmoud</u>		MIDDLE NAME <u>Ahmad</u>	
ALIAS OR NICKNAME	SEX <u>M</u>	AGE <u>24</u>	WEIGHT <u>170</u>	HEIGHT <u>5'-8"</u>	ID NO.
ADDRESS <u>3802 Sterling Point Dr Unit B4</u>		HAIR <u>Black</u>	EYES <u>Brown</u>	COMPLEXION <u>Olive</u>	
OCCUPATION <u>Taxi Driver, Disbatcher</u>		DRIVERS LICENSE NO.		IDENTIFICATION NO.	
PLACE OF BIRTH <u>Jerusalem</u>		DATE OF BIRTH <u>08/22/1987</u>		SOCIAL SECURITY NO.	

Signature of Applicant Mahmoud Atiyha

Subscribed and sworn to before me this 1st day of Sept, 2011.

My Commission Expires: 07/02/2015

Carol & Barwick  
Notary Public

City of Greenville  
CITY OF GREENVILLE OFFICIAL RECEIPT \*

Batch ID: JLLOPEZ      9/01/11 09      Receipt no: 390673

Description	Qty	Amount	Description	Tr	Sy
POLICE DEPARTMENT	F	\$30.00	TAXI LICENSE	INI	T3
CASH / CASH		01000005502015			
ACE CAB COMPANY		01000001010000			
LICENSE APPLICATION FEE					

Tender detail  
CA CASH      \$30.00  
Total tendered:      \$30.00  
Total payment:

Trans date: 9/01/11      Time: 12:52:36

Dear Mayor Pat Dunn and the City Council of Greenville,

My name is Mahmoud Atiyha and I'm currently looking to add two more taxi vehicles to Ace Cab taxi business. My mission is to provide Greenville with excellent service. Ace Cab will be recognized as a leader in providing efficient, safe, and reliable taxi service to the city of Greenville. I want everybody to have a lovely and wonderful experience to my service. The reason I want to add more taxicabs to the business is to help the community to find a way of transportation to get to jobs, school, sporting events, evening outings, and many more reasons. I will be driving a 2000 Honda Van, two Ford Crown Victoria's and one Toyota Van. It has a maximum capacity of five people for the cars and ten for the vans. I will be storing these vehicles at 900 N Greene St. Greenville NC 27834. I am 23 years old and I am currently a student at Pitt Community College. I have the competency to manage and obtain a professional place of business. I have the drive and determination to keep a successful taxi cab franchise. I would like to see my application reviewed for further reading and evaluation so that I can successfully add vehicles to my business.

Greenville, NC is in need for more taxi services because Greenville is steadily Growing. Many residents in the area may not be fortunate enough to own a vehicle; therefore, they have no way of transportation. There are more college students enrolling at ECU and Pitt Community College every year and lots of students need to find reliable transportation as well as the local residents. The more transportation you have for a growing city, the more money it brings into the city, so it works hand to hand. The bus only takes residents to certain locations and only makes certain pickups, whereas a taxi cab can transport customers anywhere instead of just a specific place. That is why Greenville needs more taxi cab services. I do not own any property but pay rent for housing and have no outstanding loans.

Contact #: (252)758-0888

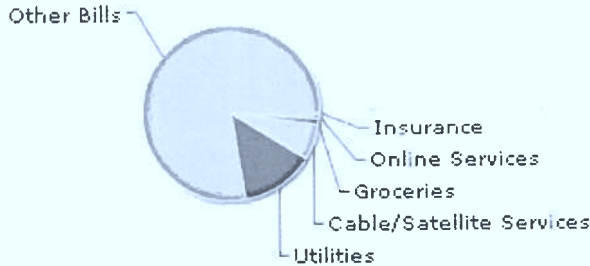
Email: Mikethemana@yahoo.com

My Portfolio Overview

[Print](#) | [Close Window](#)

## Account Dashboard

### Expense Analysis



### Net Worth Summary

Account Type	Account Information	Balance
Banking Total Banking: \$ 12,631.16	Bank of America (All except WA & ID) - CampusEdge checking-: Edit Nickname Update Last updated 09/01/2011 11:48 AM EDT	\$ 1,529.97
	Bank of America (All except WA & ID) - Regular Savings- Edit Nickname Update Last updated 09/01/2011 11:48 AM EDT	\$ 11,130.37
		<b>Total Assets: \$ 12,631.16</b>
Account Type	Account Information	Balance
Credit Cards Total Credit Cards: \$ 198.75	Bank of America (All except WA & ID) - Credit Card - Bank of America Edit Nickname Update Last updated 09/01/2011 11:48 AM EDT	\$ 198.75
	Bank of America (All except WA & ID) - Credit Card - Business Card Edit Nickname Update Last updated 09/01/2011 11:48 AM EDT	\$ 0.00
		<b>Total Liabilities: \$ 198.75</b>
		<b>Total Net Worth Summary: \$ 12,432.41</b>

The information on this page represents the balance of your account(s) when data was last collected. If you have excluded any of your accounts from the Net Worth Calculation, those accounts will not appear in your Net Worth Summary.


### Investments Detail

The Investments Detail module allows you to easily monitor and research your current investment holdings.

### Bill Reminders

Item # 2



Status	Due Date	Bill	Minimum Payment	Amount Due
	09/08/2011	Bank of America (All except WA & ID) - Credit Card - Business Card Mark as Paid   View Bill Update Last updated 09/01/2011 11:48 AM EDT	\$ 0.00	\$ 0.00
	09/17/2011	Bank of America (All except WA & ID) - Credit Card - Bank of America Mark as Paid   View Bill Update Last updated 09/01/2011 11:48 AM EDT	\$ 15.00	\$ 1,412.87
Total Bills Due:			\$ 15.00	\$ 1,412.87

**Rewards Summary**

The Rewards Summary module allows you to view point and mileage balances for your reward programs.

Attachment number 2  
14910

PAAS - KeyStone Client			Tax 88 Inquiry			T00035			
Edit Application Developer Tools Commands Help			Tax 88 Inquiry			Tax 88 Inquiry			
My Shortcuts			Tax 88 Inquiry			Tax 88 Inquiry			
Enter Over-the-counter Payments			Tax 88 Inquiry			Tax 88 Inquiry			
Transaction Report Process			Tax 88 Inquiry			Tax 88 Inquiry			
Bill Nbr:	10VZSV1596	Bill Date:	12/14/10	Bill Status:	C	Bill Class:	VV	Bill Type:	V
Account:	ATIYHA, MAHMOUD AHMAD			Tax Year(s):	10	Correspondence:			
Desc-Loc:	2000 HOND VAN ODYSSEY LX	District:	01 01	as of		as of	01/06/11		
Parcel ID:		Principal:	\$60.88						
Map/Bk-Lt:		Discount:	0.00						
Reel Value:	4,580	Interest:	0.00						
Pers Value:		Penalty:	0.00						
Exemptions:		Balance Due:	60.88						
Deferments:									
Conditions:									
Eff Date:		Trans:		Amount:		Paid By:		Reference	
Detail	Payments	Vehicle	Date	Receipt	Report	Comments	Transaction	Cancel	
Rollbacks	Letters	Bill Print	Lender Info	OK					

10.1.2.30 XPAAS (EDE.DPT)

Edycambe County

W.92 CAPS NUM 1/67011

**OF NORTH CAROLINA  
REGISTRATION CARD**

PLT VALID THRU 11/15/2011	INSPECTION DUE 10/31/2011
46	
TITLE # 77045410293052W	EQUIP #
STYLE VN	YEAR 2000
VEHICLE BRAND	
R1 CUSTOMER ID # OWNER 2	COUNTY EDGE

6-2639

ESTATE INSURANCE COMPANY  
INSURANCE COMPANY AUTHORIZED IN NC

6 POLICY NUMBER

SIGNATURE



2HKRL1868YH607646

**NC DIVISION OF MOTOR VEHICLES  
RECEIPT OF FEES PAID**

MAHMOUD AHMAD ATIYHA  
L'icense 50.00 VN  
2000 HOND  
2HKRL1868YH607646  
77045410293052W  
147 10/20/2010 TIC1472

TOTAL 50.00 CASH

+

+ 25178345

NC DIVISION OF MOTOR VEHICLES  
REGISTRATION CARD

2007 FORD  
2FAHP71MX7X118035  
77518112136147  
147 08/03/2011 TIC1478

MAHMOUD AHMAD ATIYHA  
L'icense 50.00

VEHICLE ID #  
7A8310  
INSPECTION DUE  
09/15/2012  
PLT VALID THRU  
08/31/2012  
GROSS WT

MAKE/SERIES  
2FAHP71MX7X118035  
TITLE #  
77518112136147  
EQUIP #  
77518112136147  
SHIPPING WEIGHT  
VEHICLE BRAND  
VEHICLE BRAND

CLASSIFICATION  
TAXI/PASS VEH  
CUSTOMER ID # OWNER 1  
00038823897  
CUSTOMER ID # OWNER 2  
COUNTY  
MAHMOUD AHMAD ATIYHA

3802 STERLING POINTE DR UNIT B4  
WINTERVILLE NC 28590-8821

**STATE OF NORTH CAROLINA  
REGISTRATION CARD**

109 - INTEGON NATIONAL INS CO  
INSURANCE COMPANY AUTHORIZED IN NC  
NCC686855500  
POLICY NUMBER  
SIGNATURE



2FAHP71MX7X118035

36485336

+

TOTAL 50.00 CASH

+

STATE OF NORTH CAROLINA DMV

DRIVER LICENSE

MAHMOUD AHMAD ATIYHA  
3802 STERLING POINTE DR  
UNIT B4  
WINTERVILLE NC 28590-8821

class: C endors: None  
issued: 08-20-2012  
sex: M/ ht: 5-08 eyes: BRO hair: BRN



No. 1421

TAXI DRIVERS PERMIT  
GREENVILLE, N.C.

Issued 9/21/2010 Expires 9/21/2011

Name: Mahmoud Atiyha

N.C. Operators No. \_\_\_\_\_

Age 23 Sex M Color W

Residence 1500 Macon Pl., Tarboro NC

Company Name Red, White & Blue Cab



Item # 2

# HEARTHSIDE RENTALS

3493-D S. EVANS STREET  
GREENVILLE, NC 27834  
252-355-5923

A notice to vacate from the LESSEE is required in writing 30 days prior to the move out date. Otherwise, the security deposit is automatically forfeited.

## TO SUBLEASE AN APARTMENT:

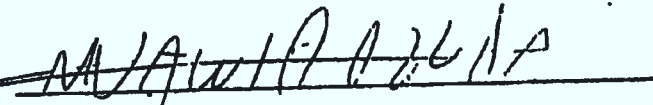
The person moving has to come into the office and fill out intent to vacate form (30 day notice form). The person taking over the lease needs to fill out an application and be approved. Once they are approved we will draw up a new lease with the new name but with the dates and amounts that are on the original lease. The original security deposit will stay with the apartment. This means the new person will pay the moving tenant the security deposit. We will inspect the apartment after the original tenant moves out and before the new tenant moves in. The walk thru will be done by request only.

## TERMINATION FEE:

If for some reason beyond your control (illness, job loss or transfer, etc.) you are forced to move before your lease terms is fulfilled, you must pay a termination fee to void the balance due on your lease. The termination fee is equal to 2 months rent and is payable by MONEY ORDER NO LATER THAN 2 WEEKS PRIOR TO MOVE OUT. A WRITTEN 30-DAY NOTICE IS STILL REQUIRED TO QUALIFY FOR THIS PROCESS. If there are no damages or other levies, your security deposit will be refunded in full. In multiple Tenant situations, if one tenant wishes to stay and one vacate, the existing tenant may continue the remainder of the lease with out penalty, or may sublease the leaving tenant's portion of lease.

If you move out prior to the end of the lease agreement with out paying the termination fee: You will forfeit your security deposit, be held liable for rent on that unit until it is re-occupied or end of lease, be charged for any damages and be charged a \$75.00 re-rental fee. Any or all of the above costs not paid within 30 days shall be reported to the Credit Bureau for Collection. It will also appear on your credit report as an unpaid judgment.

SIGNATURE: \_\_\_\_\_



Item # 2

Item # 2

Hearthside Rentals  
3493-D S. Evans Street  
Greenville, NC 27858  
252-355-5923  
[www.hearthsideapartment.com](http://www.hearthsideapartment.com)

Renter's Insurance Addendum:

Hearthside Rentals advises all residents to obtain a "Renter's Insurance Policy" to cover their personal property and/or personal injuries and any other damages that may occur in their residence. According to the terms of the rental agreement, the Owner and/or Hearthside Rentals is not responsible for any damages to tenants personal property.

Renter's Insurance can provide you with coverage for loss, damage, or destruction of your property. It may also provide coverage for additional living expenses you may incur in the event the residence becomes uninhabitable. Such insurance can also protect you from any liability claims resulting from your own activities. For example, if you negligently cause a fire, you may be held responsible for damages to the property and the property of others. Similarly, if a guest were to have an accident in your residence, you could be held personally responsible for the guest's injuries.

We strongly encourage all resident to obtain a renters insurance policy. These policies are usually reasonable in cost. Consult your insurance agent as soon as possible.

DATE: 6-21-10 MA

Tenant: MAA 111 A22AA

Tenant: \_\_\_\_\_

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

Item # 2

Item # 2

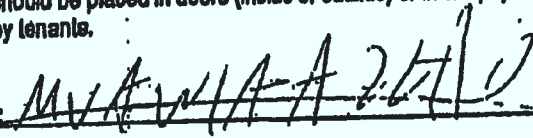


### ADDITIONAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE AMENDMENTS TO THE LEASE IN WHOLE OR IN PART:

1. The Security Deposit CANNOT be used as your last month's rent.
2. There is a \$250.00 liquidated damage fee for violation of the pet clause, which will be billed to you. You will be given 24 hours to remove the pet. If the pet is not removed within the allotted time, you will be given a 30-day notice to move, for breach of your lease.
3. Your rent is due on the 1<sup>st</sup> of each month and is late after the 5<sup>th</sup> at the end of the business day each month. Court papers will be filed on the 15<sup>th</sup> of each month.
4. You are responsible for changing the heat and a/c filter once a month.
5. You are responsible for checking the smoke detector monthly. If the battery needs replaced it is your responsibility for replacing it. If there is another problem with it please call the office and we will send our maintenance man to repair or replace it.
6. Your address must be on the check or money order or it will be considered late.
7. You are responsible for maintaining utilities in your apartment the entire time you live there, if for some reason the power is out off (example: electric out off for non-payment) you will be responsible for any inspections that may occur to reinstate the power. This includes gas, electric, and water/sewer where applicable.
8. If your apartment has gas logs, you are responsible for any inspections required to connect service.
9. You are responsible for professionally cleaning the carpet at the time the unit is vacated and you must turn in a PAID receipt with your keys, or we will hold the money from your security deposit to have it cleaned.
10. Due to the fact that Heartheide Rentals does not insure your personal belongings we strongly recommend that you obtain renter's insurance. Heartheide Rentals and the property owner assume no liability for your personal belongings.
11. Satellite Dishes are allowed only with written permission. Dish must be located on the Apartment Balcony or Patio. Only one dish will be allowed per apartment.
12. No excessive use of alcohol, NO illegal drugs, and loud music and loud partying are not tolerated.
13. Please do not drive on the grass when moving in or out.
14. No nails should be placed in doors (inside or outside) or in wallpaper border. No painting or wallpapering will be done by tenants.

SIGNATURE: \_\_\_\_\_



Item # 2

Item # 2

THE OTHER 30 DAYS WRITTEN NOTICE PRIOR TO THE LAST DAY OF THE THEN CURRENT PERIOD OF THE TENANCY.

2. **Rent:** Tenant shall pay the Rent, without notice, demand or deduction, to Landlord or as Landlord directs. The first Rent payment, which shall be prorated if the Initial Term commences on a day other than the first day of the Payment Period, shall be due on July 01, 2010 (date). Thereafter, all rentals shall be paid in advance on or before the FIRST day of each subsequent Payment Period for the duration of the tenancy.

3. **Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is not received by midnight on the fifth (5th) day after it is due. This late payment fee shall be due immediately without demand therefor and shall be added to and paid with the late rental payment. Tenant also agrees to pay the Returned Check Fee for each check of Tenant that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.

4. **Tenant Security Deposit:** The Security Deposit shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-50 et. seq.). IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE LANDLORD DIRECTS. SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts sufficient to pay: (1) any damages sustained by the Landlord as a result of the Tenant's nonpayment of rent or nonfulfillment of the Initial Term or any renewal periods, including the Tenant's failure to enter into possession; (2) any damages to the Premises for which the Tenant is responsible; (3) any unpaid bills which become a lien against the Premises due to the Tenant's occupancy; (4) any costs of re-renting the Premises after a breach of this lease by the Tenant; (5) any court costs incurred by the Landlord in connection with terminating the tenancy; and (6) any other damages of the Landlord which may then be a permitted use of the Tenant Security Deposit under the laws of this State. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy. After having deducted the above amounts, the Landlord shall, if the Tenant's address is known to him, refund to the Tenant, within thirty (30) days after the termination of the tenancy and delivery of possession, the balance of the Tenant Security Deposit along with an itemized statement of any deductions. If the extent of Landlord's claim against the security deposit cannot be determined within 30 days, Landlord shall provide Tenant with an interim accounting no later than 30 days after termination of the tenancy and delivery of possession of the Premises to Landlord and shall provide a final accounting within 60 days after termination of the tenancy and delivery of possession of the Premises to Landlord. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay said balance to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the Landlord may deduct the above amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection for a six-month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof.

If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

5. **Tenant's Obligations:** Unless otherwise agreed upon, the Tenant shall:

- (a) use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
- (b) not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- (c) keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
- (d) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- (e) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- (f) dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- (g) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
- (h) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to the Tenant, to do so;
- (i) pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including, but not limited to, water, electric, telephone, and gas services;
- (j) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises; and
- (k) not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to

have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises.

(l) n/a

6. **Landlord's Obligations:** Unless otherwise agreed upon, the Landlord shall:

(a) comply with the applicable building and housing codes to the extent required by such building and housing codes;  
(b) make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with paragraph 10, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;

(c) keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;  
(d) promptly repair all facilities and appliances, if any, as may be furnished by the Landlord as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Landlord, except in emergency situations, actually receives notification from the Tenant in writing of the needed repairs; and

(e) within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the Premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding Landlord's repair or remedy of any imminently dangerous condition, Landlord may recover from Tenant the actual and reasonable costs of repairs that are the fault of Tenant.

7. **Smoke and Carbon Monoxide Detectors:** Pursuant to North Carolina General Statutes § 42-42 and 42-43, the Landlord shall provide and install operable smoke detectors, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent national testing laboratory approval. Effective January 1, 2010, if the Premises has a fossil-fuel burning heater or appliance, fireplace, or an attached garage, the Landlord shall provide and install a minimum of one operable carbon monoxide detector per level in the Premises, either battery operated or electrical, that is listed by a national, OSHA-approved testing laboratory. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide detector. The Landlord shall replace or repair the smoke or carbon monoxide detector within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant. The Landlord shall ensure that a smoke or carbon monoxide detector is operable and in good repair at the beginning of the Initial Term of the Tenancy. The Landlord shall place new batteries in any battery-operated smoke or carbon monoxide detectors at the beginning of the Initial Term of the tenancy; the Tenant shall replace the batteries as needed during the tenancy.

8. **Rules and Regulations:** The Tenant, his family, servants, guests and agents shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the "Rules and Regulations"). Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice thereof shall have been furnished to Tenant. Tenant also agrees to abide by any applicable homeowners' association regulations as they now exist or may be amended. A copy of the existing Rules and Regulations, and any applicable homeowners' association regulations, are attached hereto and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.

9. **Right of Entry:** Landlord hereby reserves the right to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Tenant's compliance with the terms of this lease; (2) making such repairs, alterations, improvements or additions thereto as the Landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or tenants. Landlord shall also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises.

10. **Damages:** Tenant shall be responsible for and liable to the Landlord for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of the Tenant, and natural forces. Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefor, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage.

11. **Pets:** If pets are not allowed, Tenant agrees not to keep or allow anywhere on or about the Property any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals. If pets are allowed, Tenant acknowledges that the amount of the Pet Fee is reasonable and agrees that the Landlord shall not be required to refund the Pet Fee in whole or in part. If pets are allowed, Tenant agrees to reimburse Landlord for any primary or secondary damages caused thereby whether the damage is to the Premises or to any common areas used in conjunction with them, and to indemnify Landlord from any liability to third parties which may result from Tenant's keeping of such pet or pets.

The Tenant shall remove any pet previously permitted within 24 hours of written notification from the Landlord that the pet, in the Landlord's sole judgment, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable. If the pet is caused to be removed pursuant to this paragraph, the Landlord shall not be required to refund the Pet Fee; however, the Tenant shall be entitled to acquire and keep another pet of the type previously authorized.

12. **Alterations:** The Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises or decorate the Premises or make any alterations, additions, or improvements in or to the Premises without the Landlord's prior written consent and then only in a workmanlike manner



using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

**13. Occupants:** The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants.

**14. Rental Application:** In the event the Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.

**15. Tenant's Duties Upon Termination:** Upon any termination of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall: (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued; (2) vacate the Premises removing therefrom all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing therefrom all rubbish, trash, garbage and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or by paragraph 6 above to be performed by Landlord; (5) fasten and lock all doors and windows; (6) return to the Landlord all keys to the Premises; and (7) notify the Landlord of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in paragraph 4 above.

**16. Tenant's Default:** In the event the Tenant shall fail to:

(a) pay the rentals herein reserved as and when they shall become due hereunder; or

(b) perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure,

then in either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, at its option and with or without notice to Tenant, either (i) terminate this lease or (ii) terminate the Tenant's right to possession of the Premises without terminating this lease. Regardless of whether Landlord terminates this lease or only terminates the Tenant's right of possession without terminating this lease, Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand. In the event Tenant shall fail or refuse to surrender possession of the Premises, Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises only through a summary ejectment proceeding. If a summary ejectment proceeding is instituted against Tenant, in addition to any court costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee, only one of which Landlord is entitled to charge and retain. The Complaint-Filing Fee may be charged if: (i) Tenant was in default of this lease, (ii) the Landlord filed and served a complaint for summary ejectment and/or money owed, (iii) Tenant cured the default or claim, and (iv) Landlord dismissed the complaint prior to judgment. The Court Appearance Fee may be charged if: (i) Tenant was in default of the lease, Landlord filed, served, and prosecuted successfully a complaint for summary ejectment and/or monies owed in small claims court, and (iv) neither party appealed the judgment of the magistrate. The Second Trial Fee may be charged for a new trial following an appeal from the judgment of a magistrate, provided Landlord proves: (i) that Tenant was in default of the lease and (ii) Landlord prevailed. (NOTE: If the rent is subsidized by HUD, the US Department of Agriculture, a State Agency, a public housing authority, or a local government, any fee charged pursuant to this paragraph 16 shall be calculated on Tenant's share of the rent only.) In the event Landlord terminates this lease, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach. In the event Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the rentals due hereunder, in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy.

**17. Landlord's Default; Limitation of Remedies and Damages:** Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses, and tennis courts, constitute a material breach of this lease and the Tenant shall have no right to terminate this lease or to suspend his performance hereunder. In any

legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

**18. Removal, Storage and Disposition of Tenant's Personal Property:**

(a) Ten days after being placed in lawful possession by execution of a writ of possession, the Landlord may throw away, dispose of, or sell all items of personal property remaining on the Premises. During the 10-day period after being placed in lawful possession by execution of a writ of possession, the Landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the Premises unless otherwise provided for in Chapter 42 of the North Carolina General Statutes. Upon the Tenant's request prior to the expiration of the 10-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. If the Landlord elects to sell the property at public or private sale, the Landlord shall give written notice to the Tenant by first-class mail to the Tenant's last known address at least seven days prior to the day of the sale. The seven-day notice of sale may run concurrently with the 10-day period which allows the Tenant to request possession of the property. The written notice shall state the date, time, and place of the sale, and that any surplus of proceeds from the sale, after payment of unpaid rents, damages, storage fees, and sale costs, shall be disbursed to the Tenant, upon request, within 10 days after the sale, and will thereafter be delivered to the government of the county in which the rental property is located. Upon the Tenant's request prior to the day of sale, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. The Landlord may apply the proceeds of the sale to the unpaid rents, damages, storage fees, and sale costs. Any surplus from the sale shall be disbursed to the Tenant, upon request, within 10 days of the sale and shall thereafter be delivered to the government of the county in which the rental property is located.

(b) If the total value of all property remaining on the Premises at the time of execution of a writ of possession in an action for summary ejectment is less than one hundred dollars (\$100.00), then the property shall be deemed abandoned five days after the time of execution, and the Landlord may throw away or dispose of the property. Upon the Tenant's request prior to the expiration of the five-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon.

**19. Bankruptcy:** If any bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the Landlord may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC Section 101, et. seq.) and the order of any court having jurisdiction thereunder.

**20. Tenant's Insurance; Release and Indemnity Provisions:** The Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord. The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.

**21. Agent:** The Landlord and the Tenant acknowledge that the Landlord may, from time to time in his discretion, engage a third party ("the Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If such an Agent is managing, supervising and operating the Premises at the time this lease is executed, his name will be shown as "Agent" on the first page hereof. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent shall have only such authority as provided in the management contract existing between the Landlord and Agent; (3) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (4) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (5) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (6) nothing contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) the Landlord may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise and operate the Premises.

**22. Form:** The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the



singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

23. Amendment of Laws: In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease

24. Eminent Domain and Casualties: The Landlord shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.

25. Assignment: The Tenant shall not assign this lease or sublet the Premises in whole or part.

26. Waiver: No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.

27. Other Terms and Conditions:

(a)  (Check if applicable) The Premises were built prior to 1978. (Attach Standard Form # 430 - T, "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards.")

(b) If there is an Agent involved in this transaction, Agent hereby discloses to Tenant that Agent is acting for and represents Landlord.

(c) The following additional terms and conditions shall also be a part of this lease:

n/a

(d) Itemize all addenda to this Contract and attach hereto:

SEE ADDITIONAL TERMS, SUBLEASE AGREEMENT AND TERMINATION FEE

28. Inspection of Premises: Within SEVEN days of occupying the Premises, Tenant has the right to inspect the Premises and complete a Move-In Inspection Form

29. Notice: Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses:

Tenant: the address of the Premises

Landlord: the address to which rental payments are sent.

30. Execution; Counterparts: When Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in TWO (number) counterparts with an executed counterpart being retained by each party.

31. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

TENANT MUANZA AESSAM (SEAL)  
MUANZA AESSAM

Date: 6/29/10

LANDLORD \_\_\_\_\_ (SEAL)  
MCCLLES PROPERTIES

By: Stacey Strickland AGENT (SEAL)

Date: 6/29/10



# City of Greenville, North Carolina

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

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**Title of Item:** Interlocal agreement with East Carolina University and Pitt County Memorial Hospital for purchase of fire apparatus

**Explanation:** In 1996 the City, East Carolina University (ECU), and Pitt County Memorial Hospital (PCMH) signed an interlocal agreement that provided for joint funding of the purchase of a new fire truck with aerial ladder. This truck is an expensive and specialized piece of fire apparatus. The truck has a 100-foot ladder that is used to provide emergency response to the largest buildings in the City. ECU and PCMH own the only high-rise buildings in the City. This special equipment is therefore of particular importance to these two organizations. The 1996 agreement provided that the City would pay 50% of the cost of the fire truck, and that ECU and PCMH would both contribute 25% not to exceed \$125,000 each.

The fire truck purchased in 1996 is reaching the end of its useful service life and needs to be replaced. The price of the replacement fire truck is anticipated to be approximately \$1,000,000. ECU and PCMH have both agreed to again contribute 25% not to exceed \$250,000 each toward the purchase price.

City staff has negotiated a new interlocal agreement (attached) that provides the terms of the fire truck purchase.

**Fiscal Note:** The anticipated cost of the fire truck is \$1,000,000. ECU will provide up to \$250,000, PCMH will provide up to \$250,000, and the City will provide the remaining amount that is anticipated to be \$500,000. The City's share is available in the 2011-2012 Vehicle Replacement Fund.

**Recommendation:** Approve the attached Interlocal Agreement, Purchase of Fire Apparatus.

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

Attachments / click to download

 [Interlocal Agreement for Fire Truck](#)

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**STATE OF NORTH CAROLINA  
COUNTY OF PITT**

**INTERLOCAL AGREEMENT  
PURCHASE of FIRE APPARATUS**

This Agreement, made this \_\_\_ day of October, 2011, by and between the City of Greenville (herein “City”), East Carolina University (herein “ECU” or “the University”), and Pitt County Memorial Hospital, Incorporated (herein “PCMH”), for the purpose of participating in the purchase of firefighting equipment for the City of Greenville;

**WITNESSETH:**

WHEREAS, the City and PCMH are authorized pursuant to Article 20 of G.S. Chapter 160A to enter into Interlocal Agreements for the purpose of executing any undertaking; and

WHEREAS, the University is authorized pursuant to G.S. 116-36.1(a) and G.S. 116-36.1(g)(6) and (7), and regulations established by the Board of Governors of the University of North Carolina, to use institutional trust funds to fulfill its obligations under this Agreement; and

WHEREAS, the City, through its Fire/Rescue Department, routinely provides fire protection service within the City, including responding to requests for emergency assistance initiated by ECU and PCMH; and

WHEREAS, buildings on the campuses of ECU and PCMH are the tallest occupied buildings within the City’s response area, and functionally-specialized fire response equipment is required in order to provide effective fire protection service; and

WHEREAS, the City desires to purchase a fire truck with aerial ladder (herein “equipment”) to provide fire protection service to taller structures, specifically including those on the PCMH and ECU campuses, and has plans to obtain a bid for the provision of said equipment which bid is acceptable subject to the participation in its cost by PCMH and ECU as provided herein; and

WHEREAS, ECU and PCMH wish to participate in the cost of said equipment, but do not

desire to participate in the operation, use or maintenance of it;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the City agrees to acquire a fire truck with aerial ladder, and ECU and PCMH agree to reimburse the City for part of the cost of said acquisition, subject to the following terms and conditions.

1. The equipment will conform to such specifications as, in the judgment of the City, will be adequate to provide appropriate fire protection services within the City, including the above-referenced taller structures on the campuses of ECU and PCMH.
2. The City expects to obtain a price of approximately \$1,000,000 to provide the equipment, and ECU and PCMH will each contribute 25% or up to \$250,000 of the cost of this acquisition, for an aggregate of 50% or up to \$500,000. Within these limitations and based on the price obtained by the City, it is anticipated that costs will be shared as follows:

	<u>AMOUNT</u>	<u>PERCENTAGE</u>
City	\$500,000	50%
ECU	\$250,000	25%
PCMH	\$250,000	25%

The City will employ a competitive bidding process allowed by the N.C. General Statutes to obtain the price for building, equipping and delivering the equipment.

3. This Agreement shall not be construed to require the City to enter into any contract, purchase any particular equipment, or purchase any equipment at all if, in its judgment upon further review, said equipment will not be adequate for its intended use or its acquisition will not be in the interest of the health, safety and welfare of the citizens of Greenville.

4. In the event that the City, upon review of the bid, desires through post-bid negotiation to incorporate additional features on the equipment such that its actual cost will exceed the amount of the bid obtained, ECU and PCMH may, but are not required to, share proportionally in any such additional cost.
5. Payment of the proportional shares of acquisition cost by ECU and PCMH shall be made as follows:
  - At least 33.3% of their proportional share shall be paid on or before June 30, 2012.
  - At least 66.7% of their total proportional share shall be paid on or before March 1, 2013.
  - The remaining balance of their proportional share shall be paid on or before December 1, 2013.

This provision is subject to modification depending upon the actual dates of contracting and delivery.

6. It shall not be a basis for avoiding this Agreement or any of its provisions that the actual cost of the equipment is higher than the estimated cost. However, unless otherwise agreed to in writing, the obligation of ECU and PCMH under this Agreement shall not exceed \$250,000 each.
7. Upon delivery of the equipment, the City will assume all responsibility and liability for the operation and maintenance of it. The City will also direct the use of the equipment as appropriate in its judgment, and neither ECU nor PCMH may direct or insist upon any particular use or manner of deployment of the equipment.
8. The City of Greenville will be the sole owner of the equipment purchased in connection with



this Agreement and shall have sole discretion with respect to its use and disposition subsequent to its delivery. If the equipment is sold in the future by the City, any proceeds from the sale will be divided between the parties in proportion to the amounts initially paid for the purchase of the equipment.

9. This Agreement shall remain in effect until the equipment purchased is sold by the City and the funds distributed as provided in Section 8.
10. In the event that the City does not or fails to enter in contract for the purchase of the equipment, or for any reason does not acquire the equipment as herein provided, then PCMH and ECU shall be entitled to a full refund of any funds advanced to the City pursuant to this Agreement.
11. This Agreement may be amended in writing executed by the parties.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any other jurisdiction applicable.
13. Warranty. The parties hereto warrant and represent that they have full authority under applicable law to participate fully in this Agreement and all of its several provisions.
14. Survival and Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.
15. Waiver and Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or

termination is sought, and then only to the extent set forth in such instrument. Failure by a party to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.

16. Unenforceability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of the Agreement shall continue in full force and effect.
17. Entire Agreement. This Agreement is only the agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
18. Availability of Appropriations. The parties acknowledge that North Carolina General Statutes § 143C-6-8 provides that, unless otherwise authorized by the Director of the Budget, contracts and any other financial obligations by State agencies shall be subject to the availability of appropriated funds or available funds that are not State funds as defined in Chapter 143C of the General Statutes.
19. Access to Persons and Records. North Carolina's State Auditor and ECU's internal auditor shall be provided access to persons and records that are generated as a result of, or are related to, this Agreement for the purposes of verifying accounts and data affecting fees or performance in accordance with N.C. General Statutes § 147-64.7 and N.C. Session Laws 2010-194, Section 21.
20. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and PCMH have caused this Agreement to be approved or ratified in the manner prescribed by law, and have authorized execution by the officers below, and the Chancellor of the University is authorized by law and regulation to enter into and to execute this Agreement on behalf of ECU.

CITY OF GREENVILLE

by \_\_\_\_\_  
Wayne Bowers, City Manager

ATTEST:

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

[seal]

EAST CAROLINA UNIVERSITY

by \_\_\_\_\_  
Steve Ballard, Chancellor

[seal]

PITT COUNTY MEMORIAL HOSPITAL,  
INCORPORATED

by \_\_\_\_\_  
Stephen J. Lawler, President

ATTEST:

\_\_\_\_\_  
Clerk to Board of Trustees

[seal]

**NORTH CAROLINA  
PITT COUNTY**

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

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires:

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

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that Steve Ballard personally appeared before me this day and acknowledged that he is the Chancellor of East Carolina University, and that by authority duly given and as the act of the University, the foregoing instrument was signed in the name of the University by its Chancellor, and sealed with the seal of the University.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires:

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

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is an employee of Pitt County Memorial Hospital, Incorporated, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its corporate name by its President, sealed with its corporate seal, and attested by himself/herself as Clerk.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires:

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



# City of Greenville, North Carolina

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

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**Title of Item:** Ordinance prohibiting motorized vehicles on greenways

**Explanation:** The South Tar River Greenway has proved to be extremely popular with walkers and bicyclists. Unfortunately there has been a problem with motorized vehicles using the greenway as a "cut-through." To counteract this problem, the Parks Division installed wooden bollards along those areas that were open to vehicles to prevent them from accessing the greenways. However, there continues to be a problem with motorcycles and mopeds using the greenway. These motorized vehicles are completely incompatible with the intended users, pedestrians and bicyclists. The Greenville Police Department needs sufficient legal authority to enforce a ban on motorized vehicles, motorcycles, or mopeds using the greenway system.

On September 14, 2011, the Recreation and Parks Commission voted to recommend that City Council pass an ordinance prohibiting motorized vehicles on greenways.

**Fiscal Note:** There is no fiscal impact.

**Recommendation:** Approve the attached ordinance prohibiting motorized vehicles from Greenville's greenway system. This ordinance would not prohibit the use of motorized wheelchairs, nor preclude the use of motorized vehicles for maintenance, law enforcement, or emergency services.

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**Attachments / click to download**

 [Ordinance Amending City Code Section 12.1.8 Vehicles on Greenway 908587](#)

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ORDINANCE NO. 11 -  
ORDINANCE AMENDING SECTION 12-1-8 OF THE  
GREENVILLE CITY CODE PROHIBITING THE USE OF  
MOTORIZED VEHICLES ON GREENWAYS

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

Section 1. That Section 12-1-8 of the Code of Ordinances, City of Greenville, is hereby amended to read as follows:

**SEC. 12-1-8 Motorized Vehicles on Greenways.**

No person shall drive, park, or ride a motorized vehicle in or on any greenway except for law enforcement, emergency or public service vehicles, vehicles utilized for activities under the direction of the city, and motorized wheelchairs by a person requiring the use of a motorized wheelchair.

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 upon its adoption.

This the 10th day of October, 2011.

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

ATTEST:

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





# City of Greenville, North Carolina

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

---

**Title of Item:** Lease agreement for Roses Parking Lot located at the corner of Evans and Fourth Streets

**Explanation:** The City of Greenville leases the property for the Roses Parking Lot from its owner, Nelson B. Crisp. The Roses Parking Lot is located at the northeast corner of the intersection of Evans and Fourth Streets. The lot is used strictly for 2-hour "visitor" parking. The parking lot has 24 spaces.

The existing three-year lease expired in August 2011, and both parties desire to continue to lease the property under the same terms and conditions. The lease includes a 2% fee increase per year. Additionally, the City is responsible for all maintenance to the parking lot.


The rate per month for the first year of the lease is \$810.84. The monthly lease based on a per space basis is \$33.79.

The agreement is for three (3) years to be re-negotiated at the end of the term and has been approved by Nelson B. Crisp. It has also been approved as to form by the City Attorney.

**Fiscal Note:** The lease rate equates to a rental fee of \$9,730.08 for the first year, \$9,924.72 for the second year, and \$10,123.20 for the third year. Funds for the first year of this lease are included in the FY 2011-2012 budget.

**Recommendation:** Approve the attached lease agreement for the Roses Parking Lot.

**Attachments / click to download**

 [Roses Parking Lot Lease Agreement](#)

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**NORTH CAROLINA  
COUNTY OF PITT**

**LEASE  
AGREEMENT**

THIS LEASE AGREEMENT , made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between Nelson Blount Crisp and Mary Louise Lowe, and husband, Otto W. Lowe, Parties of the First Part and hereinafter referred to as LESSOR, and the City of Greenville, a North Carolina municipal corporation, Party of the Second Part and hereinafter referred to as LESSEE;

**WITNESSETH:**

That subject to the terms and conditions hereinafter set forth, LESSOR does hereby let and lease unto the LESSEE, and said LESSEE does hereby accept as lessee of said LESSOR a certain parcel of land together with the improvements thereon situate, lying and being in Pitt County, North Carolina, and more particularly described as follows:

Being all of that lot or parcel including any easements and rights of way appearing of record and as described in that certain deed dated January 31, 1985 from Blount-Harvey Company, Inc to Florence T. Blount, Nelson B. Crisp and Mary Louise Crisp and the map prepared by J. Auburn Hall, RLS #L-2630, dated January 25, 1985 and appearing of record in Book Z53, Page 780, Pitt County Public Registry to which reference is made for a more full and accurate description.

The terms and conditions of this lease are as follows:

1) **Term.** This lease shall begin on the 1<sup>st</sup> day of September, 2011, and, unless sooner terminated or extended as herein provided, shall exist and continue until the 30<sup>th</sup> day of August, 2014.

2) **Rental.** As rental for said premises, the LESSEE shall pay to the LESSOR the following sums, each monthly installment being payable on or before the 1<sup>st</sup> day of each calendar month for the then current month:

For the first twelve months of this lease beginning on September 1, 2011, the sum of EIGHT HUNDRED TEN AND 84/100THS DOLLARS (\$810.84) per month;

For the second twelve months of this lease beginning on September 1, 2012, the sum of EIGHT HUNDRED TWENTY SEVEN AND 06/100THS DOLLARS (\$827.06) per month; and

For the succeeding twelve months of this lease, beginning on September 1, 2013, the sum of EIGHT HUNDRED FORTY THREE AND 60/100THS DOLLARS (\$843.60) per month.

Item # 5

3) **Taxes.** During the term of this lease, the LESSOR shall pay all taxes and assessments imposed on the demised premises by any lawful authority.

4) **Repairs and Maintenance.** It is understood and agreed that the LESSEE accepts said premises in the physical condition in which the same now are and that the LESSOR shall be under no obligation whatever to make any repairs or replacements to said premises during the term of this lease. LESSEE represents that it has inspected the demised premises and found it to be in acceptable condition for the purposes of being a parking lot, and accepts the demised premises in its current condition. Upon execution of this Lease Agreement, LESSEE shall be fully responsible for the maintenance and upkeep of the demised premises and shall keep the demised premises in the same order and condition as of the date of this Lease Agreement, excepting ordinary wear and tear.

5) **Improvements.** LESSEE may at any time during the term of this Lease make improvements to the demised premises relating to its use as a parking lot including such improvements as repaving, striping, installing signs, and similar improvements. However, LESSEE may erect any buildings or structures upon the demised premises only with the written consent of the LESSOR.

6) **Use of Premises.** It is expressly agreed that the demised premises shall, during the term of this lease, be used exclusively for a parking lot except that the demised premises may be used as a venue for special events for no more than six (6) days during any calendar year.

7) **Assignment and Subletting.** LESSEE shall have the right to sublet any portion of the demised premises for parking purposes but shall not have the right to sublet for any other use without the written consent of the LESSOR.

8) **Quiet Possession.** The LESSOR covenants to and with LESSEE that upon timely payment of rent, LESSEE shall have the right to quiet possession of the demised premises, free from any adverse claims whatsoever from any persons whomsoever, upon the terms and conditions of this Lease Agreement.

9) **Termination.** Except as provided in paragraph 10 herein, this Lease Agreement may not be terminated except upon written consent of both parties.

10) **Default.** If LESSEE shall neglect to pay any installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from the LESSOR calling attention to the non-payment or default, the LESSOR may declare this lease terminated and take possession of the demised premises without prejudice to any other legal remedy it may have on account of  
Item # 5

such default. If the LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, LESSEE may declare this lease agreement terminated without prejudice to any other legal remedy it may have on account of such default.

11) **Surrender of Premises.** At the end of the term or any final extension thereof, LESSEE shall peaceably yield up the demised premises to the LESSOR in as good repair and condition as of the date of this Lease Agreement.

12) **Holding Over.** If LESSEE remains in possession of the demised premises after the expiration of the term of this Lease Agreement, LESSEE shall be deemed to be occupying said premises as a tenant from month-to-month only, but otherwise subject to all of the terms and conditions of this Lease Agreement. The month-to-month tenancy may be terminated by either party as provided by law.

13) **Exercise of Rights and Notice.** The exercise of any right or privilege by a party hereunder shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Lease Agreement provides otherwise. Notice shall be effective upon any actual delivery or three days after mailing by first class, United States mail, postage prepaid, addressed to the other party at the address set forth below:

LESSEE:  
City Manager  
City of Greenville  
P.O. Box 7207  
Greenville, NC 27835

LESSOR:  
Nelson Blount Crisp  
P.O. Box 7146  
Greenville, NC 27835-7146

14) **Survival and Binding Effect.** This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.

15) **Waiver and Modification.** Neither this Lease Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the LESSOR or LESSEE to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.

16) **Unenforceability.** If any provision of this Lease Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of the Lease Agreement shall continue in full force and effect.

17) **Public Liability.** Lessor shall not be liable to Lessee or to Lessee's employees, agents, licenses, invitees, visitors, or to any other person or persons, for any damage or injury to person or property arising out of or in any way connected with the Premises. Lessee shall and does hereby covenant and agree to indemnify and hold Lessor harmless from and against any and all claims, damages, injuries, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in any way connected with the Premises, use of the Premises by Lessee, or failure of Lessee to maintain the Premises in good condition.

18) **Entire Agreement.** This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate originals, one of which is retained by each of the parties, on the day and year first written above.

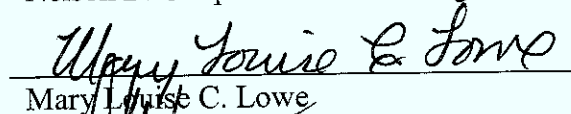
CITY OF GREENVILLE

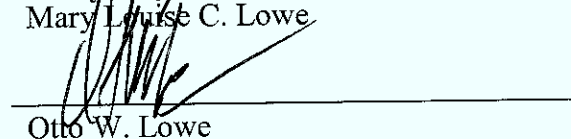
BY: \_\_\_\_\_  
Patricia C. Dunn, Mayor

ATTEST:

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

  
Nelson B. Crisp

  
Mary Louise C. Lowe

  
Otto W. Lowe

**NORTH CAROLINA  
PITT COUNTY**

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

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

My Commission expires: \_\_\_\_\_

**NORTH CAROLINA  
PITT COUNTY**

I, Casey Cannon, a Notary Public of Pitt County, North Carolina, do hereby certify that Nelson B. Crisp, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 13<sup>th</sup> day of Sept., 2011.

Casey Cannon  
Notary Public

My Commission Expires: 12-11-13



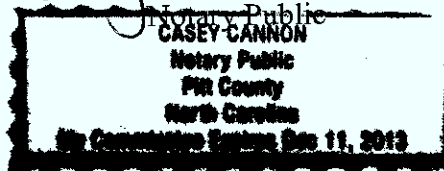
**NORTH CAROLINA  
PITT COUNTY**

I, Casey Cannon, a Notary Public of Pitt County, North Carolina, do hereby certify that Mary Louise C. Lowe, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 30<sup>th</sup> day of Aug., 2011.

Casey Cannon  
Notary Public

My Commission Expires: 12-11-13



tem # 5

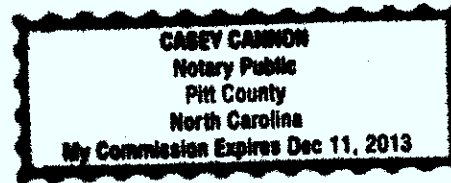
**NORTH CAROLINA  
PITT COUNTY**

I, Casey Cannon, a Notary Public of Pitt County, North Carolina, do hereby certify that Otto W. Lowe, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 30<sup>th</sup> day of Aug., 2011.

Casey Cannon  
Notary Public

My Commission Expires: 12-11-13







# City of Greenville, North Carolina

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

---

**Title of Item:** Contract award for the 2011-2012 Street Resurfacing Project

**Explanation:** Bids for the 2011-2012 Street Resurfacing Project were originally scheduled for opening on September 8, 2011. Only one bid was received. As required by North Carolina law, Public Works staff rejected the bid and returned it unopened to the bidder. Staff re-advertised the project and received two bids on September 21, 2011. The bid tabulation is attached. Barnhill Contracting Company submitted the lowest responsive bid in the amount of \$473,457.75.

Streets to be resurfaced under this contract include 1) Arlington Boulevard east and west of the intersection of Red Banks Road, 2) Red Banks Road between Arlington Boulevard and 14<sup>th</sup> Street, and 3) Elm Street from Charles Boulevard approximately 200 feet east.

**Fiscal Note:** Funding for this project will come from Powell Bill (gas tax) funds. The proposed budget for this project, including a 10% contingency, is \$520,803.53.

Although this contract is over the amount identified in the Capital Improvement Program (\$400,000), there are sufficient Powell Bill funds in fund balance to execute this contract.

**Recommendation:** Award a construction contract for the 2011-2012 Street Resurfacing Project to Barnhill Contracting Company in the amount of \$473,457.75.

**Attachments / click to download**

 [Bid Tab Sheet for 2011\\_2012 Street Resurfacing Project 908489](#)

---

**2011-2012 Street Resurfacing Project**

**BID SUMMARY SHEET**  
City of Greenville, North Carolina  
Engineering Division

Re-Bid Opening: September 21, 2011 2:00pm

Contractor	Rec'd Addendum 1		5% Bid Bond		M/WBE Submitted		NCA Form Submitted		Total Base Bid
	Yes	No	Yes	No	Yes	No	Yes	No	
BARNHILL CONTRACTING CO.	X		X		X		X		\$473,457.75
GREENVILLE PAVING & CONTRACTING, INC.	X		X		X		X		\$489,945.70



# City of Greenville, North Carolina

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

---

**Title of Item:** Contract award for the Dickinson/Chestnut Street Area Drainage Improvement Project

**Explanation:** Bids were originally received for the Dickinson/Chestnut Street Area Drainage Improvement Project on August 23, 2011. Only two bids were received. As required by North Carolina law, Public Works staff did not open the bids and re-advertised the project and received bids for a second time on September 8, 2011. The bid tabulation is attached. ER Lewis Construction Company, Inc. submitted the lowest responsive bid in the amount of \$1,247,292.32.

This project is one of the two remaining 2004 General Obligation Bond Projects. Specifically, this project will correct storm water drainage problems from Myrtle Street to the Norfolk-Southern Railroad tracks to include approximately 950 feet of Dickinson Avenue. The project involves installing approximately 4,200 feet of pipe, rebuilding or replacing 26 drainage structures, and installing 27 new drainage structures.

**Fiscal Note:** Funding for this project will be provided from the 2004 General Obligation Bond, the Stormwater Utility, and NCDOT (via a municipal agreement for \$400,000). The proposed budget for this project, including a 20% contingency, is \$1,496,750.78.

**Recommendation:** Award a construction contract for the Dickinson/Chestnut Street Area Drainage Improvement Project to ER Lewis Construction Company, Inc. in the amount of \$1,247,292.32.

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

Attachments / click to download

 [Bid Tab Sheet for Dickinson Chestnut Storm Drainage Improvement Project 908227](#)

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PROJECT BID OPENING SUMMARY

PWD-2011-012  
Project Number

STORM DRAINAGE IMPROVEMENTS - GROUP A, CONTRACT V  
DICKINSON AVENUE / CHESTNUT STREET AREA  
Project Name

CONSTRUCTION PROJECT  
Description



Contractor	Received 3 Addenda		5% Bid Bond		M/WBE Submitted		NCA Form Submitted		Total Base Bid (Read at Opening)	Total Base Bid (Corrected)	REMARKS
	Yes	No	Yes	No	Yes	No	Yes	No			
1 Greenville Paving & Contracting Co.	X		X		X (A)		X		\$1,761,555.69		
2 Lanier Construction Co., Inc.	X		X		X (A)		X		\$1,403,138.75	\$1,394,138.75	Bid tab had error on Utility Improvements Item #2
3 TA Loving Co.	X		X		X (A)		X		\$1,642,595.00		
4 ER Lewis Construction Co. Inc.	X		X		X (A)		X		\$1,247,292.32		
5											
6											
7											
8											
9											

Bid Opening: September 8, 2011 11:00am  
Location: 1500 Beatty Street, Greenville, NC

*Scott P. M. Godfrey*  
Scott P. M. Godfrey, City Engineer  
Date: 09/09/11



# City of Greenville, North Carolina

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

---

**Title of Item:** Contract award for the Skinner/Beatty Street Area Drainage Improvement Project

**Explanation:** Bids were received for the Skinner/Beatty Street Area Drainage Improvement Project on August 23, 2011. The bid tabulation is attached. Lanier Construction Company, Inc. submitted the lowest responsive bid in the amount of \$687,825.00.

This project is one of the two remaining 2004 General Obligation Bond Projects. Specifically this project will improve storm water drainage from the Hooker/Howell intersection east to the back of the Public Works Yard on Skinner Street. The project installs approximately 1,700 feet of pipe, rebuilds or replaces four drainage structures, and installs six new drainage structures.

**Fiscal Note:** Funding for this project will be provided from the 2004 General Obligation Bond and the Stormwater Utility. The proposed budget for this project, including a 15% contingency, is \$790,998.75.

**Recommendation:** Award a construction contract for the Skinner/Beatty Street Area Drainage Improvement Project to Lanier Construction Company, Inc. in the amount of \$687,825.00.

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Attachments / click to download





PROJECT BID OPENING SUMMARY

PWD-2011-013  
Project Number

STORM DRAINAGE IMPROVEMENTS - GROUP A  
SKINNER STREET / BEATTY STREET AREA

Project Name  
CONSTRUCTION PROJECT  
Description



Contractor	Received 2 Addenda		5% Bid Bond		M/WBE Submitted		NCA Form Submitted		Total Base Bid (Read at Opening)	Total Base Bid (Corrected)	REMARKS
	Yes	No	Yes	No	Yes	No	Yes	No			
1 TA LOVING COMPANY	X		X		X (A)		X		\$714,970.00	---	
2 CHARLES HUGHES CONSTRUCTION	X		X		X (A)		X		\$809,175.00	---	
3 LANIER CONSTRUCTION CO. INC.	X		X		X (A)		X		\$687,825.00		
4 ER LEWIS CONSTRUCTION CO. INC.	X		X		X (A)		X		\$965,175.42	\$970,175.42	Total listed on bid form did not include item #36 - Testing Allowance
5											
6											
7											
8											
9											

Bid Opening: August 23, 2011 10:00am  
Location: 1500 Beatty Street, Greenville, NC

*Scott P. M. Godefroy*  
Scott P. M. Godefroy, City Engineer

08/23/11  
Date



# City of Greenville, North Carolina

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

**Title of Item:** Grant of a gas easement to Greenville Utilities Commission along the west side of South Pitt Street

**Explanation:** Attached for consideration is a Grant of Gas Easement to Greenville Utilities Commission over and upon tracts of land identified as tax parcel numbers 10728 & 18464 as shown on the map attached to the Grant of Gas Easement. The easement being more particularly described as a strip of land measured ten (10) feet in width, running parallel to, and from all points along the western right of way line of S. Pitt Street, the eastern property line of the herein referenced parcels.

Greenville Utilities Commission Gas Department requested the easement for the construction of a new gas main from Fourteenth Street to Howell Street. The right of way width of South Pitt Street is very narrow in this area. The western side of the right of way is along the back of the curb. The Grant of Easement will allow the construction of the gas main without having to open cut this section of the street.

City staff has reviewed the proposed easement and no objections or adverse comments were provided.

**Fiscal Note:** The City would incur no cost with the grant of this easement. The City will not receive any payment or other form of compensation for granting this easement.

**Recommendation:** Approve the attached Grant of Gas Easement to Greenville Utilities Commission upon tracts of land identified as tax parcel numbers 10728 & 18464 as shown on the map attached to the Grant of Gas Easement.

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

**Attachments / click to download**

 [Gas Easement to GUC](#)

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## GRANT OF GAS EASEMENT

DATE \_\_\_\_\_

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

being a small part of those certain tracts of land identified as tax parcels #10728 & 18464.

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

- (a) the right of officers, agents, and workmen of the Commission and its contractors to go to and from said right of way strip at all times over the above described land by such route or routes as shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said lines for the purpose aforesaid;
- (b) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Commission desires, such fences may be opened and reclosed or temporarily removed and replaced, or Commission may provide suitable gates therein) and all vegetation which may interfere with the utility facilities herein described and to use (1) chemicals which are not injurious to human beings, domestic animals, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;
- (c) the right to trim, cut down or remove at any time, and from time to time, in the Commission's discretion any tree or vegetation or tree limb or other part thereof standing outside the right of way strip when such vegetation, limb or part thereof protrudes or is likely to protrude into said right of way strip and, in the discretion of the Commission, constitutes a danger or potential danger or hazard to the said electric transmission facilities. Provided, however, that pruning or trimming of trees or vegetation outside the area of the easement shall be done only to the extent necessary, in the discretion of the Commission, to remove potential danger or hazard in the construction, maintenance and operation of the said electric transmission lines across the said premises. Provided further, however, that the Commission hereby agrees to give Grantor at least thirty (30) days notice in writing of its intention to cut, prune or trim trees or vegetation so that Grantor may have an opportunity to remove or trim or prune said trees or vegetation if Grantor elects to do so. Following the expiration of such notice and in the event Grantor does not cut, prune or trim the said trees or vegetation to the satisfaction of the Commission, the Commission shall thereupon have the right to cut down, prune or trim any such trees or vegetation through the authority of this provision of the easement granted herein;

- (d) the right to erect and maintain structures for the support of said lines in the form of poles, towers, or other forms suitable to the Commission, with the right to intermingle and interchange the one with the other, and to alter, substitute for, and add other structures for the support of said lines from time to time as Commission may deem advisable; and
- (e) the right to install, operate, and maintain thereon wires or other equipment for transmitting communications and facilities appurtenant thereto, for use in conducting the Commission's business.

Description: The easement is 10 feet in width and has its beginning in the northern property line of Tarheel Acquisitions, LLC property, (205' north of the centerline of Wyatt Street) and runs in a northern direction parallel and adjoining the eastern right-of-way of Pitt Street, 120 feet more or less. The easement is further identified on the map (sketch) attached hereto entitled "Gas Easement City of Greenville;" said map by Gas Engineering and dated 8/30/11.. Attachment number 1

The cabinet, wires and appurtenant facilities installed by the Commission shall be and remain the property of the Commission and may be removed by it at any time and from time to time. The Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

Grantor reserves the right to use the lands in and over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights or with the National Electrical Safety Code, (1) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said utility facilities shall be placed on said strip without the express written permission of the Commission; and (3) the Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

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

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

GRANTOR NAME: City of Greenville

ADDRESS: Post Office Box 7207

CITY/STATE/ZIP CODE: Greenville, NC 27835

COMMISSION: Greenville Utilities Commission  
P. O. Box 1847  
400 S. Greene Street  
Greenville, North Carolina 27835-1847

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto the Commission, its licensees, successors and assigns, forever.

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

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

IN 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.

CITY OF GREENVILLE

Attachment number 1  
Page 3 of 4

BY: \_\_\_\_\_  
PATRICIA C. DUNN, MAYOR

ATTEST:

\_\_\_\_\_(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF PITT

I, \_\_\_\_\_, a Notary Public of Pitt County, North Carolina, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville through and by the City council, its governing body, the foregoing instrument was signed in its name by the Mayor, \_\_\_\_\_sealed with corporate seal, and attested by herself as its City Clerk.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

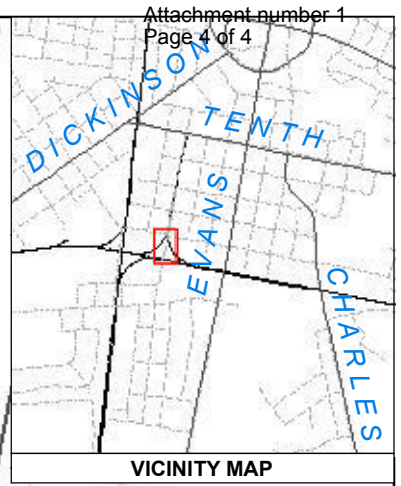
\_\_\_\_\_

SEABOARD COASTLINE R R CO  
Parcel #33804

GREENVILLE CITY OF  
Parcel #10728

GREENVILLE CITY OF  
Parcel #18464

TARHEEL ACQUISITIONS L.L.C  
Parcel #25501



VICINITY MAP

10

10

BACK OF CURB

10' GAS EASEMENT  
FROM BACK OF CURB

205

PITT ST

WYATT ST

THIS MAP IS NOT CERTIFIED SURVEY AND NO  
RELIANCE MAY BE PLACED IN ITS ACCURACY.

### Gas Easement CITY OF GREENVILLE

GREENVILLE PITT COUNTY NORTH CAROLINA



Design: CB Scale: 1" = 40'

Drawn: BRC Project #: N/A

Approved: **Item # 9**

Date: 08/30/2011 Sheet: 1 of 1

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



# City of Greenville, North Carolina

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

**Title of Item:** Amendment to Greenville Utilities Commission's agreement with US Cellular for the Eastside Elevated Tank

**Explanation:** Greenville Utilities Commission (GUC) and USCOC of North Carolina RSA #7, Inc. (a.k.a. US Cellular) entered into a licensing agreement in August of 2006 to allow the installation of telecommunication equipment on GUC's Eastside Elevated Water Tank.

US Cellular has requested an amendment to Exhibits A & C of the existing agreement. Exhibit A describes the leased land area which is granted and Exhibit C describes the equipment which is allowed to be installed. US Cellular desires to replace some of their existing equipment with new equipment and they are also requesting an additional 64 square feet of land lease area.

The licensing fee is based on the number of antennas and linear feet of cable installed on the elevated tank. The proposed amendment does not add any antennas or additional cable. Therefore, the licensing fee will not be modified due to the amendment.

The original fee assessed by US Cellular was \$21,600 for the first year. Subsequent annual CPI-U adjustments have increased the annual fee for the current year to \$24,588.60. Since 2006, the Water Fund has received a total of \$240,829 in non-water sales revenues as a result of the licensing agreements with Verizon and US Cellular.

The GUC Board approved the first amendment to the license agreement at its September 15, 2011 regular meeting and recommended similar action by the City Council.

**Fiscal Note:** No costs to the City of Greenville.




**Recommendation:** Approve the attached first amendment to the license agreement between US Cellular and GUC.

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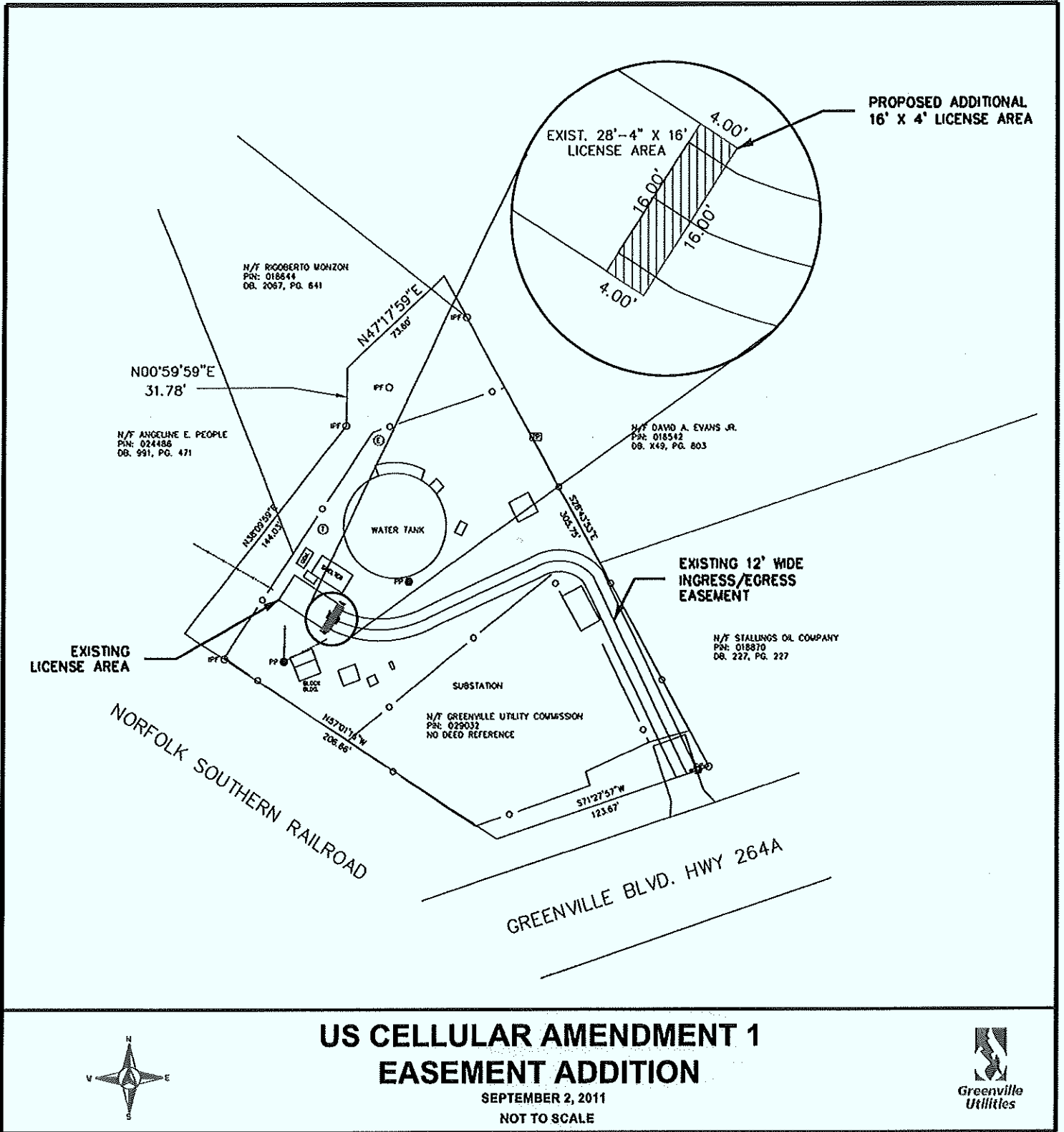
Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

 [Map](#)

 [First Amendment to License Agreement](#)

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# US CELLULAR AMENDMENT 1 EASEMENT ADDITION

SEPTEMBER 2, 2011  
NOT TO SCALE



Site Name: Osceola

Site Number: 556563

**FIRST AMENDMENT TO LICENSE AGREEMENT  
(EASTSIDE ELEVATED WATER TOWER)**

This First Amendment to License Agreement ("Amendment"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, modifies that certain License Agreement ("Agreement") dated August 4<sup>th</sup>, 2006, between GREENVILLE UTILITIES COMMISSION, of the City of Greenville, North Carolina, duly chartered by the State of North Carolina, having an address at P.O. Box 1847, Greenville, Pitt County, North Carolina 27835-1847 ("Licensor") and USCOC OF GREATER NORTH CAROLINA, LLC, a Delaware limited liability company, successor in interest to USCOC OF NORTH CAROLINA RSA #7, INC., a North Carolina corporation, with its principal offices at, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631 ("Licensee").

WHEREAS, pursuant to the Agreement, Licensor has licensed to Licensee certain premises located at 1529 SE Greenville Boulevard, Greenville, Pitt County, North Carolina 27858 (the "Premises") for use as a telecommunications site; and

WHEREAS, the Licensee wishes to replace some of its Equipment located on the Premises with new equipment not included in Exhibit C of the Agreement,

NOW, THEREFORE, in consideration of the terms of the Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

- I. Lease Exhibit A is hereby deleted and replaced with the following attached Amendment Exhibit A-1.
- II. Lease Exhibit C is hereby deleted and replaced with the following attached Amendment Exhibit C-1.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Site Name: Osceola

Site Number: 556563

IN WITNESS WHEREOF, Licensor and Licensee have executed this Amendment as of the last signature date below.

**LICENSEE:**

**USCOC OF GREATER NORTH CAROLINA, LLC**

By: *J E Moolf*

Printed: John Gockley

Title: Vice President

Date: 8/19/11

Form approved at  
USCell by *[Signature]*

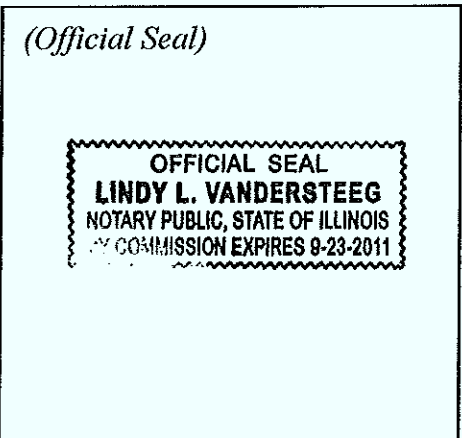
STATE OF ILLINOIS                    )  
  )  
COUNTY OF COOK                    )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that John Gockley, Vice President for USCOC of Greater North Carolina, LLC, known to me to be the same person whose name is subscribed to the foregoing First Amendment to License Agreement (Westside Communications Tower), appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Amendment as his free and voluntary act on behalf of the named Licensee, for the uses and purposes therein stated.

Given under my hand and seal this 19<sup>th</sup> day of August, 2011.

*Lindy L. Vanderstee*  
Signature of Notary Public

My commission expires: 9/23/11



Site Name: Osceola

Site Number: 556563

Notary seal or stamp must appear within this box.

Site Name: Osceola

Site Number: 556563

**LICENSOR:**

**GREENVILLE UTILITIES COMMISSION OF  
THE CITY OF GREENVILLE, NC**

By: \_\_\_\_\_  
Ronald D. Elks, General Manager/CEO

ATTEST:

\_\_\_\_\_  
Amy C. Quinn, Executive Secretary

(SEAL)

**CONSENTED TO:**

**CITY OF GREENVILLE, NC**

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

ATTEST:

\_\_\_\_\_  
Carol Barwick, City Clerk

(SEAL)

Site Name: Osceola

Site Number: 556563

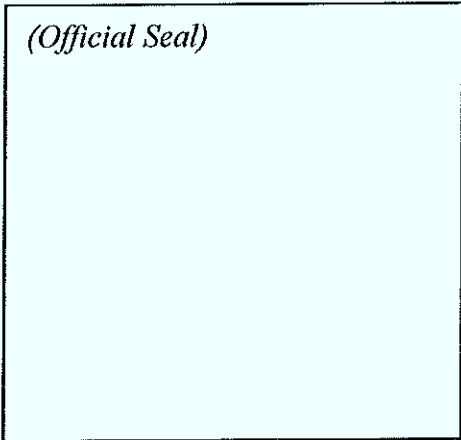
STATE OF NORTH CAROLINA      )  
  )  
COUNTY OF PITT                 )

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

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
*Signature of Notary Public*

My commission expires: \_\_\_\_\_



Notary seal or stamp must appear within this box.

Approved as to Form:

\_\_\_\_\_  
Phillip R. Dixon, Commission Attorney

Site Name: Osceola

Site Number: 556563

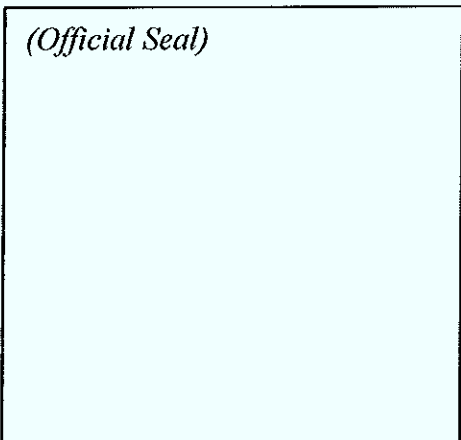
STATE OF NORTH CAROLINA     )  
   )  
COUNTY OF PITT                )

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that Amy C. Quinn personally appeared before me this day and acknowledged that she is the Executive Secretary of the Greenville Utilities Commission, a Commission of the City of Greenville, and that by authority duly given and as an act of the Commission, the foregoing agreement was signed in its name by its General Manager/CEO, sealed with its corporate seal, and attested by herself as its Executive Secretary.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
*Signature of Notary Public*

My commission expires: \_\_\_\_\_



Notary seal or stamp must appear within this box.



Site Name: Osceola

Site Number: 556563

## AMENDMENT EXHIBIT A-1

To License Agreement (East Side Elevated Water Tower) Between Greenville Utilities Commission and USCOC of North Carolina RSA #7, Inc.

### PROPERTY DESCRIPTION

#### LEGAL DESCRIPTION OF PROPOSED LEASE AREA

##### PARCEL "A"

ALL THAT CERTAIN PARCEL OF LAND, SITUATE IN PITT COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SAID POINT BEING LOCATED AT THE TERMINUS OF THE 5<sup>TH</sup> CALL OF THE PROPOSED ACCESS EASEMENT, THENCE, CONTINUING FROM SAID POINT OF BEGINNING (1) SOUTH 32°48'23" WEST, 8.00 FEET TO A POINT, THENCE (2) NORTH 57°11'37" WEST, 28.33 FEET TO A POINT, THENCE (3) NORTH 32°48'23" EAST, 16.00 FEET TO A POINT, THENCE (4) SOUTH 57°11'37" EAST, 28.33 FEET TO A POINT, THENCE (5) SOUTH 32°48'23" WEST, 8.00 FEET TO THE POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED PARCEL OF LAND CONTAINING WITHIN SAID BOUNDS 453 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

#### LEGAL DESCRIPTION OF A PROPOSED ACCESS EASEMENT

##### PARCEL "B"

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN PITT COUNTY, NORTH CAROLINA, LYING 6Y FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE FOR ACCESS PURPOSES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING LOCATED SOUTH 71°27'57" WEST, 12.92 FEET FROM AN EXISTING FOUND IRON PIPE AT THE SOUTHEAST CORNER OF LANDS NOW OR FORMERLY GREENVILLE UTILITIES COMMISSION, PARCEL NUMBER 029032 OF PITT COUNTY TAX OFFICE, TO THE POINT OF BEGINNING. THENCE, CONTINUING FROM SAID POINT OF BEGINNING (1) NORTH 25°51'54" WEST, 119.89 FEET TO A POINT, THENCE (2) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 24.94 FEET, AN ARC LENGTH OF 35.70 FEET, A CHORD DISTANCE OF 32.73 FEET AND A CHORD BEARING OF NORTH 81°46'19" WEST TO A POINT, THENCE (3) SOUTH 65°18'29" WEST, 63.49 FEET TO A POINT, THENCE (4) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 59.17 FEET, AN ARC LENGTH OF 52.66 FEET, A CHORD DISTANCE OF 50.94 FEET AND A CHORD BEARING OF SOUTH 87°23'24" WEST FEET TO A POINT, THENCE (5) NORTH 57°11'37"

Site Name: Osceola

Site Number: 556563

WEST, 6.00 FEET TO THE POINT AND PLACE OF BEGINNING OF PARCEL "A"  
AS REFERENCED ABOVE.

SAID ABOVE DESCRIBED PARCEL OF LAND CONTAINING WITHIN SAID  
BOUNDS 3,333 SQUARE FEET OR 0.077 ACRES, MORE OR LESS.

TOGETHER WITH A 3 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR AN ICE  
BRIDGE CONNECTING LICENSEE'S EQUIPMENT WITH THE TOWER. THE  
LICENSE AREA, ACCESS EASEMENT AND ICE BRIDGE ARE ALL AS SHOWN  
ON THAT CERTAIN SURVEY ENTITLED YORK ROAD SITE # 556563, DATED  
MAY 30, 2006, PREPARED BY TOWER ENGINEERING PROFESSIONALS, 3703  
JUNCTION BOULEVARD, RALEIGH, NORTH CAROLINA 27603-5263.

**LEGAL DESCRIPTION OF PROPOSED LEASE AREA**

**PARCEL "C"**

ALL THAT CERTAIN PARCEL OF LAND, LYING AND SITUATE IN THE CITY  
OF GREENVILLE, NORTH CAROLINA, COUNTY OF PITT, AND BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ON THE RIGHT OF WAY OF GREENVILLE BLVD.,  
SAID IRON BEING THE SOUTHWEST CORNER OF PARCEL DESCRIBED IN  
DEED BOOK 227, AT PAGE 227 OF THE PITT COUNTY REGISTRY, SAID IRON  
HAVING NORTH CAROLINA STATE PLANE NAD 83 COORDINATES OF:  
NORTHING = 673,849.30', AND EASTING = 2,491,307.01', THENCE FROM THE  
POINT OF COMMENCEMENT, AND LEAVING SAID RIGHT OF WAY, NORTH  
70°43'26" WEST. A DISTANCE OF 224.09 FT. TO AN IRON ON THE  
SOUTHEASTERN CORNER OF THE DESCRIBED ADDITIONAL LEASE AREA,  
SAID IRON BEING THE TRUE POINT OF BEGINNING OF SAID LEASE AREA  
AND HAVING NORTH CAROLINA STATE PLANE NAD 83 COORDINATES OF:  
NORTHING = 673,923.28', AND EASTING = 2,491,095.47'; THENCE FROM THE  
TRUE POINT OF BEGINNING, NORTH 57°11'37" WEST. A DISTANCE OF 4.00 FT.  
TO AN IRON SET; THENCE NORTH 32°48'23" EAST. A DISTANCE OF 16.00 FT.  
TO AN IRON SET; THENCE SOUTH 57°11'37" EAST. A DISTANCE OF 4.00 FT. TO  
AN IRON SET; THENCE SOUTH 32°48'23" WEST. A DISTANCE OF 16.00 FT. TO  
THE POINT OF BEGINNING.

SAID DESCRIBED LEASE AREA PARCEL CONTAINING WITHIN SAID BOUNDS  
64 SQ. FT. OR 0.001 ACRES, MORE OR LESS.

Site Name: Osceola

Site Number: 556563

### AMENDMENT EXHIBIT C-1

To First Amendment of License Agreement (East Side Elevated Water Tower) between  
Greenville Utilities Commission and USCOC of Greater North Carolina, LLC

#### EQUIPMENT

Licensee is authorized to install and maintain the following equipment on the site:

##### Antenna Information

Three (3) Antel Model # BXA-80040/8CF antennas with an orientation at 10-130-220.

Three (3) KMW Model # AM-X-CW-18-65-00T-RET

##### Transmission Lines

Twelve (12) 1-5/8 inch transmission lines



# City of Greenville, North Carolina

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

---

**Title of Item:** Resolution designating the applicant's agents for Hurricane Irene

**Explanation:** Attached is a resolution designating the City Manager and Chief of Fire/Rescue as the Primary and Secondary Agents authorized to execute and file applications for federal and/or state assistance on behalf of the City for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act.

**Fiscal Note:** The federal reimbursement rate is 75%, and the State of North Carolina has committed to the remaining 25% share of the eligible expenses incurred by the City.

**Recommendation:** Approve the attached resolution designating the City Manager and the Fire/Rescue Chief as Primary Agent and Secondary Agent.

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Attachments / click to download

 [Resolution](#)

**RESOLUTION**  
**DESIGNATION OF APPLICANT'S AGENT**  
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) CITY OF GREENVILLE	Disaster Number: FEMA-4019-DR-NC
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Applicant's Fiscal Year (FY) Start 2012	Month: September Day: 01
Applicant's Federal Employer's Identification Number 56 - 6000229	
Applicant's Federal Information Processing Standards (FIPS) Number - -	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Wayne Bowers	Agent's Name Bill Ale
Organization City of Greenville	Organization City of Greenville
Official Position City Manager	Official Position Fire/Rescue Chief
Mailing Address 200 West Fifth Street	Mailing Address 500 S Greene St
City, State, Zip Greenville, NC 27835	City, State, Zip Greenville, NC 27835
Daytime Telephone (252) 329-4432	Daytime Telephone (252) 329-4404
Facsimile Number (252) 329-4435	Facsimile Number (252) 329-4374
Pager or Cellular Number (252) 902-5550	Pager or Cellular Number (252) 227-6477

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Greenville City Council	Name Carol Barwick
Name and Title	Official Position City Clerk
Name and Title	Daytime Telephone (252) 329-4422

**CERTIFICATION**

I, \_\_\_\_\_, (Name) duly appointed and \_\_\_\_\_ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of \_\_\_\_\_ (Organization) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Rev. 06/02





# City of Greenville, North Carolina

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

**Title of Item:** Ordinance amending the Manual of Fees relating to right-of-way encroachment agreement fees

**Explanation:** The Community Appearance Commission (CAC) awards neighborhood improvement grants to eligible neighborhood associations throughout the City of Greenville. These grants frequently fund neighborhood entrance signs. In addition to delineating neighborhoods' boundaries, neighborhood entrance signs welcome residents into a neighborhood, fostering a sense of place and pride among residents. For neighborhood associations, which can only assess voluntary dues, a neighborhood entrance sign represents a significant investment of residents' resources.

Past neighborhood entrance sign project cost ranged from \$325 to \$2,250. As a result, neighborhood associations often seek City funds to help offset these costs, while the neighborhood associations fund the remaining expense and ongoing maintenance.

To achieve their intended impact, neighborhood entrance signs must be clearly visible as residents and visitors enter and exit the neighborhood. In many cases, to achieve this visibility, the neighborhood signs must be placed within the right-of-way, which requires a City Public Works Department encroachment agreement.

The City's Manual of Fees sets the encroachment agreement application and processing fee at \$500--which constitutes 67% of the CAC maximum improvement grant of \$750 awarded by the CAC. In short, after receiving a CAC grant to construct an entrance sign, neighborhood associations experience difficulty and financial hardship to implement successfully their project. A recent CAC award to The Oaks Neighborhood Association exemplifies this situation and is expressed in a letter from The Oaks President Brenda Diggs, which is attached.

An amendment to the Manual of Fees (attached) waiving the encroachment application and processing fee for CAC grant supported projects would remedy

this obstacle. In other words, no fee would be charged to neighborhood associations that receive a Neighborhood Improvement Grant from the CAC. This change would not affect improvements constructed using private funds.

Photographs of the types of entrance signs that would no longer be charged the \$500 fee for an encroachment agreement are attached.

**Fiscal Note:**

Public Works Department staff records show that no CAC grant recipient of city funds has applied for an encroachment agreement in the past five years. Of the ten Neighborhood Improvement Grants awarded by the CAC since 2010, only one award—for a neighborhood sign—required an encroachment agreement. For this reason, staff estimates that this change would have minimal financial impact (approximately \$500–\$2,000 annually).

**Recommendation:**

At its September 7, 2011, meeting, the CAC voted to request City Council amend the Manual of Fees, so there would be no fee for right-of-way encroachment agreements when the City of Greenville provides funds through the Neighborhood Grant Program. A draft of the CAC's meeting minutes are attached.

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**Attachments / click to download**

- [📎 Oaks Encroachment](#)
  - [📎 Signs funded with Neighborhood Grants](#)
  - [📎 Community Appearance Commission September 2011 Meeting Minutes](#)
  - [📎 Amending the Manual of Fees for Right of Way Encroachment Agreement 907773](#)
-

ORDINANCE NO. 11-  
AN ORDINANCE AMENDING THE MANUAL OF FEES RELATING TO  
RIGHT-OF-WAY ENCROACHMENT AGREEMENT FEE

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

Section 1. That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by amending the Right-of-Way Encroachment Agreement Fee contained in the Public Works Fees to read as follows:

<u>Account Number</u>	<u>Code</u>	<u>Service</u>	<u>Fee</u>
010-0000-330-21-03	ER	Right-of-Way Encroachment Agreements	\$500.00  No fee when the City of Greenville provides funding for either wholesale or partial improvements that require an encroachment agreement through the Neighborhood Grant Program

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 immediately upon its adoption.

This the 10<sup>th</sup> day of October, 2011.

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

ATTEST:

\_\_\_\_\_



Carol L. Barwick, City Clerk

August 25, 2011

Mr. Merrill Flood, Director  
Community Development Department  
City of Greenville  
201 W. Fifth Street  
Greenville, NC 27858

Dear Mr. Flood,

Laura Searfoss, Neighborhood Liaison/Community Ombudsman, asked me to provide an explanation of the obstacles The Oaks Neighborhood Association has encountered in an effort to erect a neighborhood entrance sign. The content of this letter will also provide background information that will be beneficial for establishing how we arrived at this point. The process began one year ago in September 2010, and at times, has been exasperating and disheartening, especially for a brand new neighborhood association, only one year old.

The Oaks is located directly behind the well-known Treetops & Gates neighborhoods in District 5, both of which have neighborhood entrance signs that are easily seen and well-maintained. The Oaks can **only** be accessed and exited through the Treetops neighborhood, giving the impression that two separate communities are one and the same. I learned that there was some type of entrance sign when the neighborhood was first built, but was destroyed by falling limbs from a tree during a storm. The subdivision does not have a homeowners' association, so there were no funds to replace the original sign. The first order of business for the newly formed neighborhood association was to apply for a Neighborhood Improvement Grant to erect a new entrance sign. Once awarded the money, we then approached the city to find out the next step in the process; this is where we "hit the wall."

The Oaks has sign easements on both sides of Winding Branches Dr., which is the only entrance into our community. However, the easement on the right side of the street is so far back from the curb and deep within a small grove of trees that an entrance sign would be difficult to see (and serve no purpose) if it was placed there. It could easily be missed in the daytime and not seen at all at night, because the location is very dark. The left side of the street poses a danger because of a massive dead tree that sits right on the boundary line for the easement. Under the right (or should I say wrong conditions), it would eventually fall and damage or destroy the sign that we worked so diligently to get. The left side of the street is also used for daily parking by homeowners, and the cars will obstruct the sign.

We were told by the Sign Administrator that we could apply for an encroachment agreement at a cost of \$500.00. As a new association, we have very limited funds (neighborhood associations can not assess dues; we can only accept donations). We would have no choice but to use the grant money we were awarded if we were forced to pay, which would then violate the terms of the improvement grant; hence, the request for a waiver of the encroachment fee. This project has

faced some obstacles, but I am confident that with the city's help, we will be able to move forward with this much-needed project for the residents of The Oaks.

An entrance sign serves as a welcoming gateway to a community. It establishes and defines the boundaries of the neighborhood and is a visible indicator of a unified and caring group of neighbors, which is one of the objectives of our association. It gives residents a sense of belonging, discourages neglect, and encourages the upkeep of property. Neighbors take pride in ownership. It is also a way of identifying a physical location within the wider confines of the city (e.g., most people familiar with the city know where Treetops is, but few know where The Oaks neighborhood is). A city's reputation is as great as its neighborhoods.

Yours for a Great Neighborhood,

Brenda Diggs, President

The Oaks Neighborhood Association

Entrance sign construction or enhancements funded with Neighborhood Improvement Grants

Spring 2010 award



Spring 2009 award



Fall 2009 award



Item # 12

Fall 2009 award

**DRAFT OF MINUTES PROPOSED FOR ADOPTION BY THE  
COMMUNITY APPEARANCE COMMISSION**

September 7, 2011  
Greenville, NC

The Community Appearance Commission met on the above date at 5:30 p.m. in the third floor conference room #337 of City Hall located at 200 West Fifth Street.

**Community Appearance Commission Members Present:**

Mark Abboud	Scott Johnson
Myron Caspar, Vice Chair	Perry Kachroo
Dana Coles, Chair	Joanne Robertson
Brenda Diggs	

**Community Appearance Commission Members Absent:**

Valerie Guess      Albi McLawhorn      Jeffrey O'Neill      Carol Phillips

**Staff Present:** Sandy Gale Edmundson, Secretary; Niki Jones, Planner; and Laura Searfoss, Neighborhood Liaison/Ombudsman

**PLEDGE OF ALLEGIANCE**

Commission members pledged allegiance to the flag of the United States of America.

**APPROVAL OF AGENDA: SEPTEMBER 7, 2011**

The Commission decided to add the following items: Election of Chair/Vice Chair, Neighborhood Improvement Grants, and Adopt-A-Street application.

Motion was made by Mr. Perry Kachroo and seconded by Mr. Scott Johnson to approve the amended agenda for September 7, 2011. Motion carried unanimously.

**APPROVAL OF MINUTES: JUNE 1, 2011**

Motion was made by Ms. Joanne Robertson and seconded by Mr. Perry Kachroo to approve the June 1, 2011 minutes. Motion carried unanimously.

**NEW BUSINESS**

**Election of Chair and Vice Chair**

Mr. Myron Caspar was nominated as the Chair and Mr. Mark Abboud was nominated as

Vice Chair of the Community Appearance Commission.

Motion was made by Mr. Perry Kachroo and seconded by Mr. Scott Johnson to approve Mr. Myron Caspar as Chair and Mr. Mark Abboud as Vice Chair of the Community Appearance Commission. Motion carried unanimously.

### **Community Appearance Awards Voting and Nominations**

There were no Community Appearance Awards to vote on in September.

A nomination for Cheddars was made for the Commission's October meeting.

### **Recycling Update: Delbert Bryant**

Mr. Jones: Mr. Bryant could not be here tonight due to commitments from Hurricane Irene.

### **Fee Schedule Change: Laura Searfoss**

Mr. Jones introduced to the Commission Ms. Laura Searfoss as the Neighborhood Liaison/Ombudsman. Ms. Searfoss will discuss a fee schedule change with the Commission.

Ms. Searfoss: The Public Works Department imposes a \$500 fee to process encroachment agreement applications. This fee poses an obstacle for neighborhood associations to construct entrance signs. To amend the Manual of Fees, a City Board or Commission must make a recommendation to City Council. If a party receives City funding for improvements and requires an encroachment agreement to complete the improvement, no fee may be charged. The Community Appearance Commission can request that the City Council amend the Manual of Fees. The request would appear on City Council's October agenda. Once approved the eligible projects would no longer be charged a \$500 application fee effective immediately.

From Ms. Brenda Diggs letter to Merrill Flood dated August 25, 2011.

Ms. Diggs: The Oaks has sign easements on both sides of Winding Branches Drive which is the only entrance into our community. However, the easement on the right side of the street is so far back from the curb and deep within a small grove of trees that an entrance sign would be difficult to see and serve no purpose if it was placed there. It could easily be missed in the daytime and not seen at all at night, because the location is very dark. The left side of the street poses a danger because of a massive dead tree that sits right on the boundary line for the easement. Under the right (or should I say wrong conditions), it would eventually fall and damage or destroy the sign that we worked so diligently to get.

The left side of the street is also for daily parking by homeowners, and the cars will obstruct the sign.

Ms. Diggs: An entrance sign serves as a welcoming gateway to a community. It establishes and defines the boundaries of the neighborhood and is a visible indicator of a unified and caring group of neighbors, which is one of the objectives of our association. It gives residents a sense of belonging, discourages neglect, and encourages the upkeep of property. Neighbors take pride in ownership. It is also a way of identifying a physical location within the wider confines of the city. A city's reputation is as great as its neighborhoods.

Mr. Johnson: This change will encourage people to use all of their grant money towards the approved projects.

Motion was made by Mr. Scott Johnson and seconded by Mr. Mark Abboud to approve the fee schedule change. Motion carried unanimously.

### **Neighborhood Improvement Grant (NIG) Applications**

Mr. Jones: Neighborhood Improvement Grant applications were supposed to be on the agenda; however, Commission members have not reviewed the applications prior to tonight's meeting.

Motion was made by Mr. Mark Abboud and seconded by Mr. Scott Johnson to table the applications until the Commission could have a chance to look at the applications prior to acting on them. Motion carried unanimously.

### **Adopt-A-Street**

Mr. Abboud: The College Court-Coghill Neighborhood Association will adopt entire neighborhood.

Motion was made by Ms. Joanne Robertson and seconded by Mr. Scott Johnson to approve the College Court-Coghill Neighborhood Adopt-A-Street application. Motion carried unanimously.

Mr. Caspar: Neighborhoods taken care of themselves is awesome.

Mr. Abboud: Neighborhoods should take care of themselves.

### **SUBCOMMITTEE REPORTS**

Mr. Caspar: After the October meeting, the subcommittees will go back into place.

**UPDATES BY STAFF**

There were no updates.

**PUBLIC COMMENT**

There was no public comment.

**OTHER**

Ms. Diggs: The Oaks will be hosting a Neighborhood Advisory Board meeting for District 5 on October 20, 2011 to talk to neighborhoods about what the Board is trying to do. The Community Appearance Commission could talk too.

Mr. Caspar: Please send out a current Community Appearance Commission member list.

Ms. Edmundson: I will.

Mr. Jones: The Biennial Awards will go to City Council at their October 2011 meeting. Kandie Smith, Commission Liaison, will give out the awards.

**SUBCOMMITTEE REPORTS**

There were no subcommittee reports.

**UPDATES BY STAFF**

There were no updates by staff.

**PUBLIC COMMENT**

No public comment was made.

**ADJOURNMENT**

Motion was made by Mr. Perry Kachroo and seconded by Ms. Brenda Diggs to adjourn the meeting. Motion carried unanimously.

Respectfully submitted,

Niki Jones  
Planner







# City of Greenville, North Carolina

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

**Title of Item:** Report on bids awarded

**Explanation:** The Financial Services Director reports the following bids were awarded during the months of July-September 2011.

<b>Date Awarded</b>	<b>Description</b>	<b>Vendor</b>	<b>Amount</b>	<b>M/WBE Yes/No</b>
7/08/11	Bird Deterrent System Project	Clegg's Termite & Pest Control	\$89,900	No
7/25/11	Four (4) 2012 Ford F150 Pick Up Trucks *State Contract Purchase	Capital Ford, Inc.	\$78,863	No
8/9/11	Boiler Replacement at Inter-Generational Center	Eneco East, Inc.	\$65,700	No

**Fiscal Note:** #1-Bird Deterrent System Project-\$100,000 approved in CIP for FY 2010-2011; budget amendment to roll to 2011-2012.

#2-Four Ford F150 Pick Up Trucks- \$86,600 approved in VRF for FY 2011-2012

#3-Boiler Replacement at Lucile W. Gorham Intergenerational Center-\$92,430 approved in FY 2010-2011 for renovations at IGC; budget amendment to roll funds to 2011-2012


**Recommendation:** Bid award information be reflected in the City Council meeting minutes.

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 [Bid Tabulation-Bird Deterrent System Project](#)

 [Bid Tab- Boiler Replacement IGC](#)

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**BID TABULATION SHEET**  
City of Greenville, North Carolina  
Financial Services Department

Description: Bird Deterrent System Project  
Bid Opening:

Contractor	Address	Bid Bond	Addendum #1	Base Bid	Comments
CLEGG'S TERRAITE	Box 758 Greenville 3200 TURNAGE RD			\$95,948.00	
DEKIN PEST CONTROL	Wilson, NC. 27893			\$142,889	

Angela E. Brinkley  
 Angela E. Brinkley, CLGPO, MPA Purchasing Manager  
 Date: 5/19/2011 KMT

PO# 074514

**BID TABULATION SHEET**  
City of Greenville, North Carolina  
Public Works Department

Description: Boiler Replacement at Intergenerational Center  
Informal Bid#11-12-05 July 28, 2011 at 4:00 PM

Item # 13

Contractor	Address	Bid Bond	Addendum #1	Base Bid	Comments
Eneco East	103 Staton Court Greenville, NC	N/A	N/A	\$65,700.00	
Linc Services, LLC	5805-G Departure Drive Raleigh, NC 27616	N/A	N/A	\$84,873.00	
Piedmont	102 Regency Blvd. Greenville, NC	N/A	N/A	No Bid	
Brady Service	4437 Beryl Rd. Raleigh, NC	N/A	N/A	No Bid	
Comfort Master	1734 Union Street Greenville, NC	N/A	N/A	No Bid	

Reviewed by: *Angeline Brinkley*  
Angeline Brinkley, Purchasing Manager

Date: 8/9/11

Opened By: *Shelton Harris*  
Shelton Harris, Building & Grounds Supervisor

Date: July-28-2011



# City of Greenville, North Carolina

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

**Title of Item:** Report on possible modifications to standards for dining and entertainment establishments

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

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

### **Current Standards**

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

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

### **Draft Modifications**

Staff developed the following draft modifications to the current D&E standards modeled after the current separation standards for public or private clubs from single-family dwellings and districts. Those D&E's that meet the

specified spacing requirements would qualify for extended hours of amplified audio entertainment on Thursdays. Those that do not meet the specified spacing standards would continue to abide by the current standards.

*"The allowable period of amplified audio entertainment for any dining and entertainment establishment that meets the following separation requirements may be extended, at the option of the owner/operator, from the times specified under subsection (F)1.(6) on each Thursday night to no later than 2:00 a.m. the following day. To qualify for this provision, the dining and entertainment establishment shall not be located within a 500-foot radius, including street rights-of-way, of (i) a conforming use single-family dwelling located in any district, or (ii) any single-family residential zoning district. The required measurement shall be from the building or structure containing the dining and entertainment establishment to the nearest single-family dwelling lot line or single-family residential zoning district boundary line. For purpose of this section, the term "single-family residential zoning district" shall include any RA20; R15S; R9S; R6S; and MRS district."*

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

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

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

**Fiscal Note:** No fiscal impact is anticipated.

**Recommendation:** Consider initiating a Zoning Ordinance text amendment to change with certain conditions the time restrictions for amplified audio entertainment applicable to dining and entertainment establishments.

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[Report on Standards for Dining and Entertainment Establishments 905346](#)

## **Report on Standards for Dining and Entertainment Establishments**

### Contents:

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

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



## **SECTION I – City Council Directive**

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

## **SECTION II – History and Background Information**

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

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

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

See Description (below) for ordinance/amendment explanation.

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

## **SECTION III – Summary of Existing Standards**

### **Section 9-4-78: Table of Uses**

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

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

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

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

### **Section 9-4-22. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

- (b) Establishments that have an approved occupancy of 200 or more total persons as determined by the Building Inspector shall employ not less than two uniformed off-duty law enforcement officers, or not less than two uniformed security guards provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period 11:00 p.m. to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all times. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.
  - (c) For purposes of this section, the term residential zoning district shall include the following districts: RA-20, R-6MH, R-6, R-6A, R-6A-RU, R-6N, R-6S, R9, R9S, R-15S, PUD, MR and MRS.
- (2) The owner(s) and operator(s) of a dining and entertainment establishment shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a dining and entertainment establishment shall comply with the provisions of Title 11, Chapter 9, of the City Code entitled Litter Control in Parking Lots.
  - (3) May require a membership, cover or minimum charge for admittance or service during regular or special periods of operation;
  - (4) Weekdays. Except as further provided under subsection (U)(6) below, dining and entertainment establishments shall not have amplified audio entertainment after

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

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

beverage; grocery items not ordered and purchased with meals; and any other product, item, entertainment, service, or gratuity which is not specified in this subsection as a sale to be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready-to-consume state.

- (c) A membership, cover or minimum charge for admittance or service shall not be included in either the total gross receipts for the establishment or in the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready-to-consume state.
  - (d) For purposes of determining compliance under this subsection, the Zoning Enforcement Officer may utilize and rely upon any routine or special audit report prepared by a department, subsection of a department, or agency of the State of North Carolina;
- (8) Records related to the sale of prepared and/or packaged food in a ready-to-consume state and the sale of all other products and services shall be maintained on premises for not less than one year and shall be open for inspection or audit at all reasonable hours during any period of establishment operation by the Zoning Enforcement Officer. The Zoning Enforcement Officer may view the records on the premises of the establishment or may request copies of the written records be delivered to the city. Records of sales of prepared and/or packaged food in a ready-to-consume state and the sale of all other products and services shall be filed separate and apart from all other records maintained on the premises. The requirements of this subsection shall be for the purpose of determining compliance with subsection (U)(7) above. Failure to provide all records required by this subsection in a timely manner, to be determined by the city, upon written request of the Zoning Enforcement Officer shall constitute a violation of the zoning regulations;
- (9) A lighting plan shall be submitted to the Director of Community Development or authorized agent for review and approval and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Community Development or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section 9-4-104; and
- (10) A parking plan which conforms to the provisions of Article O shall be submitted to the Director of Community Development, or authorized agent for site plan review



and approval in accordance with the provisions of the Land Development Administrative Manual. The exemption provisions of section 9-4-243(B) shall not apply to a dining and entertainment establishment and each establishment shall provide all required parking spaces specified under section 9-4-252 on-site or in an approved remote parking facility in accordance with section 9-4-250.

**Section 9-4-86(F)1. Specific Criteria:**

The following requirements are applicable to all D&E's that are special use permit dependent. In addition to these requirements, these establishments are also subject to any reasonable conditions of approval required by the Board of Adjustment.

*(F)1. Dining and entertainment establishments.*

- (1) (a) A special use permit for a dining and entertainment establishment is subject to revocation in accordance with the provisions of this subsection (F)1. Nothing herein shall prohibit or restrict the authority of the Board of Adjustment to rescind or revoke a special use permit for a dining and entertainment establishment in accordance with the provisions of section 9-4-83.
- (b) An annual review shall be conducted by the Director of Community Development or his or her authorized representative of a dining and entertainment establishment which has received a special use permit for the purpose of determining and ensuring compliance with applicable laws, codes and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. The findings of the Director of Community Development or his or her authorized representative as a result of this annual review shall be compiled in a written staff report.
- (c) At a meeting of the Board of Adjustment, the Director of Community Development or his or her authorized representative shall present to the Board of Adjustment the staff report of a dining and entertainment establishment for which the annual review includes a finding of one or more instances of noncompliance with applicable laws, codes, and ordinances, including but not limited to noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. The special use permit holder as specified under subsection (F)1.(4) below shall be provided notice of the meeting and a copy of the staff report.

- (d) Based on the staff report, the Board of Adjustment, by a majority vote, may either determine that a rehearing is not required for the special use permit or order a rehearing on the special use permit.
1. An order for a rehearing shall be based upon a determination by the Board of Adjustment that either:
    - a. The use of the property is inconsistent with the approved application;
    - b. The use is not in full compliance with all specific requirements set out in Title 9, Chapter 4 of the Greenville City Code;
    - c. The use is not compliant with the specific criteria established for the issuance of a special use permit including conditions and specifications, health and safety, detriment to public welfare, existing uses detrimental, injury to properties or improvements, and nuisance or hazard; or
    - d. The use is not compliant with any additional conditions of approval established by the Board and set out in the order granting the permit.
  2. The rehearing shall be in the nature of, and in accordance with the requirements for a hearing upon a special use permit application. After the rehearing and in accordance with the provisions of section 9-4-81, the Board of Adjustment may grant a special use permit with conditions imposed pursuant to this subsection (F)1. and section 9-4-82 or deny the special use permit. The grant or denial of the special use permit by the Board of Adjustment after the rehearing shall constitute a revocation of the previously granted special use permit for a dining and entertainment establishment.
- (e) The requirements and standards set forth in this subsection (F)1. are in addition to other available remedies, and nothing herein shall prohibit the enforcement of applicable codes, ordinances and regulations as provided by law.
- (2) The owner(s) and operator(s) of a dining and entertainment establishment shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 a.m. each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public rights-of-way or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a dining and

entertainment establishment shall comply with the provisions of Title 11, Chapter 9, of the City Code entitled Litter Control in Parking Lots.

- (3) In addition to subsection (F)1.(2) above, the Board of Adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.
- (4) The special use permit shall be issued to the property owner as listed on the tax records of the county. When the ownership of any property, which has a special use permit for a dining and entertainment establishment, is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the Director of Community Development an acknowledgment of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgment shall be made on forms provided by the planning office.
- (5) May require a membership, cover or minimum charge for admittance or service during regular or special periods of operation.
- (6) Weekdays. Except as further provided under subsection (F)1.(8) below, dining and entertainment establishments shall not have amplified audio entertainment after 11:00 p.m. each Monday, Tuesday, Wednesday, and Thursday night and before 11:00 a.m. of the next day. For purposes of this section, amplified audio entertainment@ shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment.
- (7) Weekends. Except as further provided under subsection (F)1.(8) below, dining and entertainment establishments shall not have amplified audio entertainment after 2:00 a.m. each Friday and Saturday night and before 11:00 a.m. of the next day, and shall not have amplified audio entertainment after 11:00 p.m. each Sunday night and before 11:00 a.m. of the next day. For purposes of this section, amplified audio entertainment@ shall mean any type of music or other entertainment delivered through and by an electronic system; provided, however, televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment.
- (8) Special period of operation and amplified audio entertainment exemption.

- (a) The allowable period of amplified audio entertainment may be extended, at the option of the owner/operator, from the times specified under subsections (F)1.(6) and (7) above to not later than 2:00 a.m. and before 11:00 a.m. of the next day on the following day: December 31 (New Year's Eve).
  - (b) The allowable period of amplified audio entertainment for any dining and entertainment establishment located in the CD (downtown commercial) zoning district may be extended, at the option of the owner/operator, from the times specified under subsection (F)1.(6) on each Thursday night to no later than 2:00 a.m. the following day.
- (9) Shall have sales of prepared and/or packaged foods, in a ready-to-consume state, in excess of 30% of the total gross receipts for the establishment during any month.
- (a) In determining the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready-to-consume state, the following sales shall be included: food prepared in the establishment's kitchen and served as a meal to be consumed on the premises or as a take-out order; packaged food sold to accompany the meal; and non-alcoholic beverages sold to accompany the meal.
  - (b) The following shall not be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready-to-consume state: mixed alcoholic beverages, including the mixer; any other alcoholic beverage; grocery items not ordered and purchased with meals; and any other product, item, entertainment, service or gratuity which is not specified in this subsection as a sale to be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready-to-consume state.
  - (c) A membership, cover or minimum charge for admittance or service shall not be included in either the total gross receipts for the establishment or in the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready-to-consume state.
  - (d) For purposes of determining compliance under this subsection, the Zoning Enforcement Officer may utilize and rely upon any routine or special audit report prepared by a department, division of a department, or agency of the State of North Carolina.
- (10) Records related to the sale of prepared and/or packaged food in a ready-to-consume state and the sale of all other products and services shall be maintained on premises for not less than one year and shall be open for inspection or audit at all reasonable

hours during any period of establishment operation by the Zoning Enforcement Officer. The Zoning Enforcement Officer may view the records on the premises of the establishment or may request copies of the written records be delivered to the city. Records of sales of prepared and/or packaged food in a ready-to-consume state and the sale of all other products and services shall be filed separate and apart from all other records maintained on the premises. The requirements of this subsection shall be for the purpose of determining compliance with subsection (F)1.(9) above. Failure to provide all records required by this subsection in a timely manner, to be determined by the city, upon written request of the Zoning Enforcement Officer shall constitute a violation of the zoning regulations.

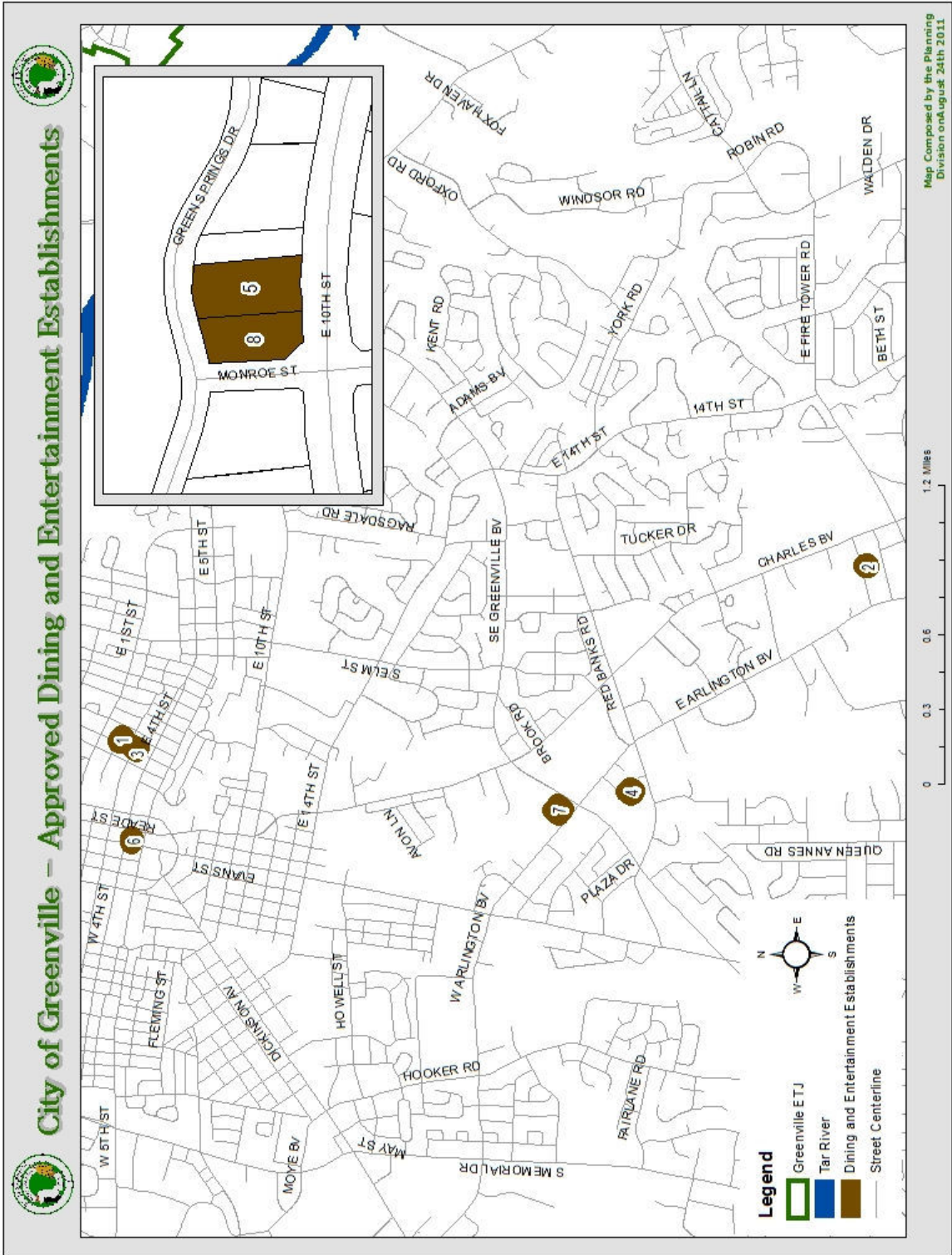
- (11) A lighting plan shall be submitted to the Director of Community Development or authorized agent for review and approval, and lighting fixtures shall be installed and maintained pursuant to the approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the Director of Community Development, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section 9-4-104.
- (12) A parking plan which conforms to the provisions of Article O shall be submitted to the Director of Community Development or authorized agent for site plan review and approval in accordance with the provisions of the Land Development Administrative Manual. The exemption provisions of section 9-4-243(B) shall not apply to a dining and entertainment establishment, and each establishment shall provide all required parking spaces specified under section 9-4-252 on-site or in an approved remote parking facility in accordance with section 9-4-250.
- (13) No dining and entertainment establishment located in a CN (Neighborhood Commercial) District shall contain more than 7,000 total square feet of mechanically conditioned floor area, including but not limited to any activity area, kitchen, restroom, interior walk-in storage room, hallway, foyer, bar and serving station, seating area, dance floor and sound stage.
- (14) No dining and entertainment establishment located in a CN (Neighborhood Commercial) District shall be located within a 200-foot radius of an existing or approved dining and entertainment establishment located within any CN (Neighborhood Commercial) District as measured from the nearest lot line.

- (15) When a dining and entertainment establishment both: is located within a 500-foot radius, including street rights-of-way, of a residential zoning district as measured from the building or structure containing a dining and entertainment establishment to the nearest residential zoning district boundary; and the establishment provides or utilizes amplified audio entertainment as defined herein after 11:00 p.m. on any day, the establishment shall be subject to a security requirement during and after such period of amplified audio entertainment as follows:
- (a) Establishments that have an approved occupancy above 50 but less than 200 total persons as determined by the Building Inspector shall employ not less than one uniformed off-duty law enforcement officer, or not less than one uniformed security guard provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period 11:00 p.m. to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.
  - (b) Establishments that have an approved occupancy of 200 or more total persons as determined by the Building Inspector shall employ not less than two uniformed off-duty law enforcement officers, or not less than two uniformed security guards provided by a security guard and control profession licensed in accordance with the provisions of G.S. Chapter 74C, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period 11:00 p.m. to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.
  - (c) For purposes of this section, the term residential zoning district shall include the following districts: RA-20, R-6MH, R-6, R-6A, R-6A-RU, R-6N, R-6S, R9, R9S, R-15S, PUD, MR and MRS.

**SECTION IV. Identification of Approved Dining and Entertainment Establishments**

The below table identifies all of the dining and entertainment establishments approved by the city since establishing the land use category in April 2009. Those establishments classified as Special Use Permit Dependent have been issued a special use permit by the Greenville Board of Adjustment. See the map on the following page for the location of these establishments based on ID field in the below table.

<b>ID</b>	<b>Name</b>	<b>Location</b>	<b>Date Approved</b>	<b>Special Use Permit Dependent</b>	<b>Status</b>
1	Unk's	201 S. Jarvis St.	5/28/2009	Yes	Not Active
2	AJ McMurphys	1914 Turnberry Dr.	9/9/2009	No	Active
3	Christy's Europub	301 S. Jarvis St.	9/24/2009	Yes	Active
4	Japan Inn	739 Red Banks Rd.	10/1/2009	No	Active
5	Eddie's Sports Bar	2713 E. 10 <sup>th</sup> St.	1/23/2010 and 2/9/2010	No	Not Active
6	Tipsy Teapot	409 S. Evans St.	5/27/10	Yes	Active
7	Upper Deck Sports Bar and Grill	703 SE Greenville Blvd.	12/28/2010	No	Active
8	El Paraiso 2	2713 E. 10 <sup>th</sup> St.	4/26/2011	No	Not Active







# City of Greenville, North Carolina

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

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**Title of Item:** Presentations by Boards and Commissions

- a. Historic Preservation Commission
- b. Recreation and Parks Commission

**Explanation:** The Historic Preservation Commission and the Recreation and Parks Commission are scheduled to make their annual presentations to City Council at the October 10, 2011 meeting.

**Fiscal Note:** N/A

**Recommendation:** For information only; no action recommended

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# City of Greenville, North Carolina

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

**Title of Item:** Kristin Drive park improvements

**Explanation:** The 2010-2011 budget request for Kristin Drive park improvements was \$58,000. As stated in the 2010-2015 Capital Improvement Program, the original project scope envisioned the installation of a basketball court on the old tennis court surface with four basketball goals and the installation of new playground equipment on the original playground footprint. The allocated funds approved by City Council were sufficient for these improvements.

This expansion required an additional long-term lease for the old tennis court area land situated outside the current leased area. In an effort to secure this lease, there has been extensive and ongoing conversations with a number of groups regarding this expansion since funding was approved. Recreation and Parks Department staff have met with the Keystone Property Management group who represented property owners, community leaders, neighborhood residents at the park, and finally property owners. There were many points of view represented in these discussions, which resulted in a number of potential options being considered.

The option that appears to be most viable is to install additional play equipment on a rubberized safety surface and make no further improvements at this time. A location on the asphalt pad will be left available to add two half-court basketball courts in the future if that is desired, but these will not be added now. The rationale as expressed by the homeowners association is that this would give the new police substation near Kristin Drive an opportunity to have a positive impact on the neighborhood before basketball was introduced to the overall mix.

On September 14, 2011, the Recreation and Parks Commission voted to recommend that City Council approve additional funding of \$27,015 for Kristin Drive Playground improvements and a new lease agreement.

**Fiscal Note:** There are insufficient funds budgeted for this option due to the change in the

project scope. There is currently \$35,198 available in the project appropriation (this amount represents the remainder after installation of new playground equipment during last fiscal year) and the playground addition will cost \$62,213, leaving a shortfall of \$27,015. Funds are available in the General Fund contingency account in the amount of \$225,480 that could be used to complete this project as recommended by the Recreation and Parks Commission.

**Recommendation:** Approve an appropriation of \$27,105 from the General Fund contingency account to complete the project as recommended by the Recreation and Parks Commission, and authorize the City Manager to negotiate and enter into an expanded lease agreement with the homeowners association for the park site.

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# City of Greenville, North Carolina

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

**Title of Item:** Inclusive Community Statement and community-wide town hall meetings

**Explanation:** The 2011 adopted goals of the Greenville City Council, Goal #5 entitled Enhance Diversity and Promote Inclusiveness, includes two action items that the Human Relations Council has made progress in completing and has found commonality in both. As a result, the Human Relations Council has worked on both simultaneously. The items are listed below:

*B. Objective: Promote inclusive community activities by increasing the awareness of the wide range of diversity in our city, and the participation and contributions of this diversity to our city*

Action Item #2 entitled The Human Relations Council will work with the City Council to establish the desired outcomes, meeting agenda, and meeting date for citywide town hall meeting and inclusive community event led by a professional facilitator with expertise in dealing with diversity and Objective C entitled:

*C. Objective: Promote items in inclusive community booklets*

Action Item #1: City Council and the Human Relations Council will develop a joint statement on inclusiveness based on models identified in the National League of Cities 2005 Futures Reports: Inclusive Communities for All and Divided We Fall using a professional facilitator possessing expertise in this field to provide structure for the discussion process.

Based on City Council's goal to Enhance Diversity and Promote Inclusiveness, the Human Relations Council has approved the following statement and approach to completing the two items and is recommending them to City Council for their review and consideration.

## **Inclusive Community Statement**

At the Human Relations Council's April 6, 2011, meeting, a motion was made by

Abdel Abdel-Rahman, seconded by Francine Pena, to approve the attached Inclusive Community Statement as developed by City staff and the Human Relations Council and recommend the statement to the City Council for their review and consideration. The statement is based on the principle that the total community should share in the responsibility of facing the challenges and embrace the opportunities created by the City's growing and diverse population. The statement consists of three program responsibility components: (1) individual, (2) group, and (3) institutional.

### **Community-Wide Town Hall Meetings**

At the Human Relations Council's September 7, 2011, meeting, a motion was made by Francine Pena, seconded by Abdel Abdel-Rahman, that the topic for the City's community-wide town hall meetings is "Race Relations" and the attached goals and desired outcomes as developed by City staff and the Human Relations Council are recommended to City Council for their review and consideration.

The Human Relations Council notes that, while the City has made considerable progress in breaking down barriers, there are still many opportunities to enhance inclusion in our community.

While a definitive date for starting community-wide town hall meetings has not been established, the Human Relations Council requests City Council to select a date and time for a joint meeting for the City Council and Human Relations Council to discuss selection of a facilitator to assist with the town hall meetings and to establish some possible meeting dates and times.

### **Fiscal Note:**

Staff estimates that the community-wide town hall meetings will have a fiscal impact of approximately \$2,500. Funds are available in the the Community Development Department, Administration Division's 2011-2012 fiscal year budget.

### **Recommendation:**

Provide feedback on the proposed Inclusive Community Statement, on the suggested facilitator(s), and provide suggested dates/times for a joint meeting of City Council and the Human Relations Council.

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#### **Attachments / click to download**

[Inclusive Community Statement 884153](#)

[Race Relations Conversation 906684](#)

## Inclusive Community Statement

This document consists of a set of principles which, if committed to and acted upon by the Greenville community, will help us become a more inclusive city. The principles are:

1. Citizens of Greenville should be and should see themselves as respected and contributing members of the community.
2. Citizens of Greenville should establish a common set of principles based on fairness of treatment, recognition of rights, acceptance of responsibilities, commitment to equality, and dedication to expanding opportunities for all.

Greenville, a city with substantial racial, ethnic, religious, and a variety of other aspects of diversity, has a very complex history. A history that includes both significant efforts to achieve greater justice, equality, and understanding, as well as unfortunate periods and events that have demonstrated the need for increased commitment, ideas, and action to work toward the goal of becoming a more inclusive community.

As we journey into the challenges of creating a more inclusive community, citizens of Greenville face opportunities and challenges related to diversity: race and religion, gender and ethnicity, language and sexual orientation, diverse abilities and disabilities. Overlapping with the enormity of diversity are some critical core factors such as economic and educational disparities. For that reason, it is extremely important for all of Greenville, individuals, groups/organizations, and institutions, to commit to the responsibility of building a more inclusive community by facing the challenges and seizing opportunities created by diversity. The City's inclusive community journey is a long, ongoing and evolving process which includes three major components:

- Individual Responsibility
- Group Responsibility (businesses, organizations, etc.)
- Institutional Responsibility

### **Individual Responsibility**

Increasing diversity means that every individual needs to continuously learn about our differences while seeking common ground based on our similarities, our combined goals, and our commitment to inclusiveness and diversity.

1. Individuals must be willing to participate in community dialogues (ongoing dialogue) that are open and honest (in our everyday lives and formal settings).
2. Honest, open, and successful dialogue requires us to be willing to listen to, attempt to understand, and give consideration to voices, perceptions, and interpretations that may challenge, even conflict with, some of our personal beliefs.
3. As we listen and learn from others, we must show sincere respect for them as individuals and as groups, even if we disagree with the ideas they express and the beliefs they

**Document #884153**

promote, so that differences of belief, opinion, and interpretation do not result in divisiveness.

4. Recognize that some learning may involve unlearning certain personal beliefs and perceptions of others.
5. Finally as individuals, we must be willing to move beyond words to action, walking the walk of inclusiveness, not merely talking the talk.

### **Group Responsibility**

The Greenville community is home to many smaller communities, such as, extended families, neighborhoods, schools, religious institutions, ethnic organizations, youth groups and diverse civic organizations/associations. A primary key to Greenville's future will be the community's ability to develop a balance between unity (collective sense of community) and diversity (the inevitability of smaller communities).

1. Groups should serve constructive purposes in the lives of their members.
2. It is natural for groups to aggregate; however, this sometimes escalates into self-segregation.
3. To prevent self-segregation, members of all groups need to make efforts to build intergroup as well as interpersonal bridges that strengthen social cohesion, reduce misunderstanding, foster intergroup learning, and build relationships across group lines.
4. To achieve our goals people need to be willing to venture out of their group comfort zones and experience the cultures of others.
5. All groups have their special values, concerns, beliefs, emotional attachments, collective experiences, communication styles, and their sense of identity.
6. Collective experiences and interactions can provide us with opportunities, as groups as well as individuals, to share differences, discover commonalities, and draw strength from each other.
7. Whatever our group attachments, we all need to realize that a more inclusive community necessitates the building of intergroup partnerships and the development of common goals.
8. For such a community-building process to succeed, all groups must have the opportunity to give voice to their hopes, concerns, perceptions, experiences, values, and beliefs...in short, enjoy the right to be heard as well as accept the responsibility to listen.

## **Institutional Responsibility**

Public and private institutions should be role models of inclusiveness by demonstrating a commitment to fairness, equality, respect and understanding.

1. Institutions should create environments that foster better interpersonal and intergroup relations, respect, and understanding.
2. Institutions should provide formal opportunities to learn about diversity.
3. Such opportunities may be of various types, such as making diversity/inclusion an important curricular theme in K-12 schools, colleges, and universities and instituting diversity/inclusion training or providing other diversity/inclusion learning initiatives within government agencies, private businesses, non-profit organizations, religious institutions, youth associations, local media, and other entities.
4. Institutions cannot change the hearts and minds of the community, but the adoption and enforcement of selective rules, protocols, and procedures can help foster fairness, equality, respect, and understanding.

## **The Challenge of Change**

It's true that change is inevitable; however, the Greenville community has influence over the direction of while constructive changes occur.

- To make a diverse, inclusive community work, changes must be mutual, with everyone doing their part to adapt constructively to changing conditions and new issues.
- To expect others to make all of the changes while we remain adamant in our own positions is a recipe for polarization and divisiveness.
- We must recognize that mutual changes may be challenging, even painful, maybe involving a sense of loss, but changes are necessary if we are to become an inclusive and understanding community.
- It is also inevitable that there will be disagreements over the meaning and implementation of basic ideas such as acceptance, respect, justice, and equality.
- Therefore, we must dedicate ourselves to the long-range, ongoing process of honestly sharing ideas, seeking to understand alternate perspectives, and differing without dividing.

***With these principles in mind, the Greenville community must accept our responsibilities as individuals, as members of groups and as institutions (public and private).***



## Inclusive Community Statement

- The City of Greenville recognizes the full realization of an inclusive community is challenging, and the City cannot achieve the ideal inclusive community alone, but that goal must be nurtured in everyone (individuals, groups, institutions), in words and in deeds.
- The City believes that in order to reach full potential, we must honestly face the difficulties we encounter, and we must be willing to discuss our successful efforts and those efforts where we fail to achieve.
- The City recognizes and acknowledges that all people, regardless of level of ability, have strengths and skills that contribute to the strength of our community and therefore will support all people in order to maximize their contributions.
- The City pledges to create, sustain, support, advocate, and nurture all people in order to build bridges across gender, race, ethnicity, sexual orientation, age, gender expression, class, religion, and ability.
- For the enrichment of self-knowledge, understanding and appreciation of all people, the City pledges to continuously cultivate and participate in an open, respectful dialogue with everyone we meet.
- The City will engage all citizens in all levels of policy making and practice, including those with disabilities.
- Including all people in our community is the responsibility of all citizens (individuals, groups/organizations, institutions).

Finally, the City acknowledges the work of building an inclusive community is not easy; results will not occur overnight. Building an inclusive community takes time, patience, perseverance, and courage because this work is about transforming attitudes, behaviors, and policies. It requires strategies that operate at multiple levels, including individuals, groups/organizations, and institutional levels.

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Resources: National League of Cities Publications (Divided We Fall and Inclusive Communities for All)  
The Community Tool Box (Building Inclusive Communities)  
Steps toward An Inclusive Community (The Story of Clarksburg, West Virginia)

## **Conversations on Race Relations**

“Many Faces, One Mind, One Voice for One Cause”

**Action Item #2: The Human Relations Council will work with the City Council to establish the desired outcomes, meeting agenda, and meeting date for citywide town hall meeting and inclusive community event led by a professional facilitator with expertise in dealing with diversity**

<b>Responsibility:</b>	<b>Community Development Department, Human Relations Council, and City Council</b>
<b>Timeframe:</b>	<b>April 2011</b>
<b>Fiscal Note:</b>	<b>\$2,500</b>

In the spirit of City Council’s vision and goal to Enhance Diversity and Promote Inclusiveness, the Human Relations Council has prepared this information to establish a series of ongoing community dialogues on race relations.

As we continue to acknowledge and value the City’s rich cultural, ethnicity, racial and religious diversity, the Human Relations Council believes promoting a respectful and cohesive community should begin with conversations on race relations. An effective way to improve the dichotomy of relationships in our community and the only way for this community to move beyond blame and guilt, beyond hatred and fear, is to provide an avenue that would allow for open communication between the City’s diverse citizens.

Questions of race relations, immigration, crime and safety touch us every day. The Human Relations Council believes that without a series of community conversations on race relations, the City’s Inclusive Community Initiative will remain a dream. Without ongoing conversations on these topics, Greenville will never be able to honestly deal with the underlying issues that affects every aspect of our life; the educational system, the judicial system, employment, housing, etc. Therefore, we must face our many challenges by establishing opportunities for the community to come together and deal with sensitive issues.

### **Race Relations Goals**

- ⇒ Identify issues and opportunities that can provide a better quality of life for everyone.
- ⇒ Identify barriers to positive changes and create innovative ideas for removing barriers.
- ⇒ Encourage people to work towards change (change of heart, mind...begins with the individual).
- ⇒ Strengthen the community’s ability to prevent and overcome racism.
- ⇒ Develop strategies to increase understanding and improvement of race relation issues.
- ⇒ Develop and implement an action plan and track progress for accountability.

## **Race Relations Desired Outcomes**

- ⇒ Increase citizens trust factor in dealing with police department, local government, and others in the community.
- ⇒ Improve the community's ability to resolve race related issues.
- ⇒ Improve and increase the ability of citizens of different racial/ethnic groups to communicate with each other.
- ⇒ Increase the number of citizens in Greenville taking active steps to understand complex dimensions of race related issues.
- ⇒ Create an annual event that will highlight the City's progress and celebrate the ongoing efforts for the importance of community conversations to improve race relations.

## **Professional Facilitators**

The subject of race relations is a very sensitive issue. The lack of trained facilitators could present mayhem for the participants and the community. It is essential that participants are able to remain focused and productive. The perils of providing community dialogues on race relations can lead to a high level of frustration and eventually community participation will diminish and sessions become less attractive and less effective.

1. **The Study Circles Resource Center** is a national organization that helps local communities develop their own ability to organize large-scale and diverse participation in dialogue structured settings to support and strengthen measurable community change. They work with neighborhoods, cities and towns, regions, and states, paying particular attention to the racial and ethnic dimensions of the problems they address. The Resource Center has a proven track record of learning from communities to create innovative tools and processes; the Resource Center provides advice and training, using what they have learned to benefit other communities.
2. **U. S. Department of Justice, Community Relations Service Division**, a division of the federal government and is responsible for assisting communities with reaching solutions to community conflicts and/or tensions that arise based on one's race, color, or national origin. The Community Relations Service Division is the only federal service mandated to help state and local government agencies, public and private organizations, and community groups resolve and prevent community racial conflicts through the use of mediation, conciliation, and other conflict resolution approaches.

**The Human Relations Council recommends City Council consider employing one of the two groups to provide facilitators and the expertise needed for community dialogue.**



# City of Greenville, North Carolina

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

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**Title of Item:** Financial audit for the fiscal year ended June 30, 2011

**Explanation:** The City's independent auditor, McGladrey and Pullen, will present the firm's unqualified opinion on the financial statements for the fiscal year ended June 30, 2011 for the governmental and business-type activities, each major fund, and the remaining fund information. Additionally, the Financial Services Director will present the financial position of the City for fiscal year 2010-2011 along with other comparative financial information.

On September 12, 2011, the City's Audit Committee received a draft of the financial statements for the fiscal year ending June 30, 2011. The presentation to City Council will include the auditor's unqualified opinion for the year ended June 30, 2011, which disclosed no material internal control weaknesses or material violations of laws and regulations relative to the City's major federal programs. Additionally, the auditors will discuss the new Governmental Accounting Statement #54, for interpreting the General Fund's fund balance.

The final phase of the annual audit cycle includes submission of financial statements to the Local Government Commission (LGC) for review. That process must be completed by October 31, 2011. Following LGC review and final revisions, the Comprehensive Annual Financial Report (CAFR) will be finalized and submitted to the Mayor and City Council Members.

**Fiscal Note:** Detailed fiscal information is contained in the audit report.

**Recommendation:** Accept the audit report as presented by McGladrey and Pullen and receive the information on the results of operations for the fiscal year ended June 30, 2011, presented by the Financial Services Director.

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# City of Greenville, North Carolina

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

**Title of Item:** Resolution determining to consider alternative Intermodal Transportation Center sites

**Explanation:** At the conclusion of the site selection process, on May 8, 2008 the City Council approved the recommended site for the proposed Intermodal Transportation Center. The selected site is located on the two blocks bounded by Evans, Cotanche, 8th, and 9th Streets. Since approval, the City staff has been working with consultants, state officials, and federal agencies to obtain environmental clearance for the selected site. On June 30, 2011 the Federal Transit Administration gave final environmental clearance to the site. Property appraisals and the site acquisition process are underway.

Some City Council Members have expressed concerns about the selected site. During the past several months, City staff have received comments questioning whether the selected site is the appropriate location for the Center. Specifically, East Carolina University has expressed concerns about potential bus-pedestrian conflicts on Cotanche Street near the Center. Uptown Greenville has expressed support of the project, but listed several areas of concern about the selected site.

In August City staff learned that an another site that had been planned for private development may now be available for consideration as a location for the Intermodal Transportation Center. City staff performed a preliminary analysis of this site and determined that it met several of the selection criteria such as closeness to downtown, proximity to East Carolina University, and access to a developed street system. Contact was then made with the owner of this property, which is located at the intersection of Dickinson Avenue and Reade Circle to confirm its availability.

Based on the potential availability of this alternate site, City staff would like to suspend acquisition of property located in the site selected in 2008. As required by federal regulations, changing to another location would require a new site selection process that includes citizen and stakeholder involvement.

Federal officials have confirmed that the City can change the site and will not be required to pay back grant funds expended on the project to date. Federal officials point out that all state and federal requirements must be met in the evaluation of moving the location in order to qualify for federal and state funding. To change to another site will require a City Council approved resolution.

**Fiscal Note:**

A total of \$230,568 has been expended on the project to date (\$201,337 federal/state and \$29,231 City.)

**Recommendation:**

Approve the attached resolution authorizing staff to suspend acquisition of the property located in the two blocks bounded by Evans, Cotanche, 8th, and 9th Streets; to begin a new site selection process following federal regulations; and to propose a site for City Council approval at the completion of the new site selection process.

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 [ITC\\_resolution\\_supporting\\_a\\_new\\_location\\_908796](#)

RESOLUTION NO. \_\_\_\_\_  
RESOLUTION DETERMINING TO CONSIDER  
ALTERNATIVE INTERMODAL TRANSPORTATION CENTER SITES

WHEREAS, the City Council of the City of Greenville desires to construct an Intermodal Transportation Center using federal funds awarded through the Federal Transit Administration, state funds provided by the North Carolina Department of Transportation, and local funds of the City of Greenville;

WHEREAS, the City Council of the City of Greenville concluded its Intermodal Transportation Center site selection process on May 8, 2008, with the selection as the site of the area consisting of two blocks bounded by Cotanche Street, Evans Street, East 8<sup>th</sup> Street, and East 9<sup>th</sup> Street;

WHEREAS, City of Greenville staff has worked with consulting firms and federal, state, and local officials to obtain environmental clearance of the selected site;

WHEREAS, on June 30, 2011, the Federal Transit Administration issued the final environmental clearance for the site;

WHEREAS, in August, 2011, City of Greenville staff became aware of an alternative site that is available for potential acquisition;

WHEREAS, City of Greenville staff's preliminary assessment finds that the alternative site meets many of the site selection criteria, including proximity to downtown, proximity to East Carolina University, and convenient access to publicly owned offices and facilities; and

WHEREAS, a new site selection process for the Intermodal Transportation Center, including citizen and stakeholder participation, must be completed in order to select an alternative site;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby determine to suspend the acquisition of the property in the area consisting of two blocks bounded by Cotanche Street, Evans Street, East 8<sup>th</sup> Street, and East 9<sup>th</sup> Street, to commence a new site selection process for the Intermodal Transportation Center in compliance with federal regulations, and to consider, after the completion of the new site selection process, an alternative Intermodal Transportation Center site.

This the 10<sup>th</sup> day of October, 2011.

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

ATTEST:

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

908796





# City of Greenville, North Carolina

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

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

**Explanation:** Attached is an amendment to the 2011-2012 budget ordinance for consideration at the October 10, 2011, City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

**A** To appropriate Controlled Substance Funds to purchase protection systems, equipment and complete electrical construction for the Caldwell Street Police substation (\$7,610).

**B** To appropriate Federal Forfeiture funds for reimbursement to pay East Carolina University for the Community Fear of Crime Study . City Council approved this study at the April 11, 2011 meeting (\$5,673).

**C** To appropriate Controlled Substance Funds to purchase a vehicle laptop to fully equip a Police department vehicle (\$838).

**D** To appropriate Powell Bill's fund balance for the completion of the 2011-2012 Street Resurfacing Contract (\$120,804).

**E** To appropriate surplus funds from prior year capital improvement projects to fund the Greene Street Parking Lot construction contract (\$55,565).

**F** To appropriate grant funds to be received from the Governor's Crime Commission to teach parents technology skills necessary for monitoring computer activity of their children. This is a 75% covered grant (\$3,750); the remaining 25% of cost is to come from Controlled Substance Funds

(\$1,250) (\$5,000).

**G** To appropriate grant funds to be received from the Governor's Crime Commission to promote safer communities within the City and County by reducing the likelihood for ex-offender recidivism. This grant will allow for a central location to offer assistance on obtaining housing, job skills, and other ex-offender support. This is a 75% grant (\$147,857); the remaining 25% is to come from Controlled Substance Funds (\$49,286) (\$197,143).

**H** To appropriate Stormwater Utility fund balance to transfer to the Stormwater Drainage bond project to complete contracted work necessary for Skinner Street and Dickinson Avenue. \$400,000 of required funds will be reimbursed by NCDOT in compliance with an executed municipal agreement (\$1,092,000).

**I** To appropriate Stormwater Utility fund balance to complete the final design stage based on the completed drainage study for Eastwood/Lakewood neighborhoods (\$36,000).

**J** To appropriate Stormwater Utility fund balance to fund a change order for pond repairs due to storm damage (\$80,170).

**K** To appropriate funds received from a local developer to assist with the 2010-2011 sidewalk project (\$34,000).

**L** To carry over funds from the Greenfield Terrace project into the current year to complete the Pedestrian and Vehicular Circulation improvements (\$48,903).

**M** To carry over funds from the prior year for the completion of the pigeon control project at the City Garage (\$100,000).

**N** To carry over funds from the prior year for the completion of the Intergenerational Center boiler project (\$72,430).

**O** To appropriate Stormwater Utility fund balance for construction of the Kent Road retaining wall as part of the Nichols Drive stormwater control project (\$132,000).

**P** To appropriate funds donated to support a golf tournament benefit for the NC Association of Chiefs of Police and PAL (\$7,000).

**Fiscal Note:**

The budget ordinance amendment affects the following funds: increase General Fund by \$503,360; increase Stormwater Utility Fund by \$940,170; increase Special Revenue Grant Fund by \$202,143; increase Stormwater Drainage Bond Project Fund by \$1,092,000; increase Stormwater Drainage Management Improvement Project Fund by \$36,000; increase Employee Parking Lot Project Fund by \$55,565; increase Thomas Langston Road Extension Fund by \$80,170;

<u>Fund Name</u>	<u>Original Adopted Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
General	\$ 76,086,925	\$ 503,360	\$76,590,285
Stormwater Utility	3,835,271	940,170	4,775,441
Special Revenue Grant	433,115	202,143	635,258
Stormwater Drainage Bond Project	5,384,232	1,092,000	6,476,232
Stormwater Drainage Management Improvement Project	1,195,000	36,000	1,231,000
Employee Parking Lot Project	369,183	55,566	424,749
Thomas Langston Road Extension Project	3,900,677	80,170	3,980,847

**Recommendation:**

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

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[Budget Amendment FY 2011\\_2012\\_902782](#)

ORDINANCE NO. -  
CITY OF GREENVILLE, NORTH CAROLINA

Ordinance (#3) Amending the 2011-2012 Budget (Ordinance No. 11-038) and amendments to the Special Revenue Grant Fund (Ordinance No. 11-003), the Stormwater Drainage Bond Project Fund (Ordinance No. 06-66), the Stormwater Drainage Management Improvement Project Fund (Ordinance No. 09-67), the Employee Parking Lot Project Fund (Ordinance No. 07-92), and the Thomas Langston Road Extension Project (Ordinance No.06-98)

**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		#3 Amended 10/10/11	Total Amendments	Amended 2011-2012 Budget
<b>ESTIMATED REVENUES</b>					
Property Tax	\$ 29,813,308		\$ -	\$ -	\$ 29,813,308
Sales Tax	14,350,430		-	-	14,350,430
Utilities Franchise Tax	5,974,803		-	-	5,974,803
Other Unrestricted Intergov't Revenue	2,475,028		-	-	2,475,028
Powell Bill	2,032,692		-	-	2,032,692
Restricted Intergov't Revenues	2,149,013	A,B,C,F,G,P	71,658	242,658	2,391,671
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	K	34,000	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	D,E,L,M,N	397,702	921,500	4,000,908
<b>TOTAL REVENUES</b>	<b>\$ 75,389,627</b>		<b>\$ 503,360</b>	<b>\$ 1,200,658</b>	<b>\$ 76,590,285</b>
<b>APPROPRIATIONS</b>					
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	A,B,C,P	21,122	41,983	22,578,019
Public Works	9,191,938		-	128,500	9,320,438
Community Development	1,730,349		-	112,189	1,842,538
OPEB	250,000		-	-	250,000
Contingency	150,000		-	75,480	225,480
Indirect Cost Reimbursement	(601,354)		-	-	(601,354)
Capital Improvements	6,347,428	D,K,L,M,N	376,137	376,137	6,723,565
Total Appropriations	\$ 69,419,176		\$ 397,259	\$ 970,037	\$ 70,389,213
<b>OTHER FINANCING SOURCES</b>					
Debt Service	\$ 4,209,487		\$ -	\$ -	\$ 4,209,487
Transfers to Other Funds	1,760,964	E,F,G	106,101	230,621	1,991,585
	\$ 5,970,451		\$ 106,101	\$ 230,621	\$ 6,201,072
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 75,389,627</b>		<b>\$ 503,360</b>	<b>\$ 1,200,658</b>	<b>\$ 76,590,285</b>

Section II.: Estimated Revenues and Appropriations. **Stormwater Utility Fund**, of Ordinance 11-038, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<b>ORIGINAL 2011-2012 BUDGET</b>		<b>#3 Amended 10/10/11</b>	<b>Total Amendments</b>	<b>Amended 2011-2012 Budget</b>
<b>ESTIMATED REVENUES</b>					
Utility Fee	\$ 2,951,000		\$ -	\$ -	\$ 2,951,000
Interest on Checking	60,616		-	-	60,616
Appropriated Fund Balance	823,655	<b>H,I,J,O</b>	940,170	940,170	1,763,825
<b>TOTAL REVENUES</b>	<b>\$ 3,835,271</b>		<b>\$ 940,170</b>	<b>\$ 940,170</b>	<b>\$ 4,775,441</b>
<b>APPROPRIATIONS</b>					
Personnel	\$ 1,867,666		\$ -	\$ -	\$ 1,867,666
Operating	562,557		-	-	562,557
Capital Improvements	766,000	<b>O</b>	132,000	132,000	898,000
Debt Service	373,517		-	-	373,517
Transfers to Other Storm Drainage Funds	-	<b>H,I,J</b>	808,170	808,170	808,170
Reimbursement for Indirect Costs	265,531		-	-	265,531
Total Expenditures	\$ 3,835,271		\$ 940,170	\$ -	\$ 4,775,441
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 3,835,271</b>		<b>\$ 940,170</b>	<b>\$ -</b>	<b>\$ 4,775,441</b>

Section II.: Estimated Revenues and Appropriations. **Special Revenue Grant Fund**, of Ordinance 11-003, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<b>ORIGINAL 2011-2012 BUDGET</b>		<b>Amended 10/10/11</b>	<b>Total Amendments</b>	<b>Amended 2011-2012 Budget</b>
<b>ESTIMATED REVENUES</b>					
Special Fed/State/Loc Grant	\$ 433,115	<b>F,G</b>	\$ 151,607	\$ 151,607	\$ 584,722
Transfer from General Fund	-	<b>F,G</b>	50,536	50,536	50,536
<b>TOTAL REVENUES</b>	<b>\$ 433,115</b>		<b>\$ 202,143</b>	<b>\$ 202,143</b>	<b>\$ 635,258</b>
<b>APPROPRIATIONS</b>					
Operating	\$ 173,333	<b>F,G</b>	\$ 202,143	\$ 202,143	\$ 375,476
Capital Outlay	259,782		-	-	259,782
Total Expenditures	\$ 433,115		\$ 202,143	\$ 202,143	\$ 635,258
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 433,115</b>		<b>\$ 202,143</b>	<b>\$ 202,143</b>	<b>\$ 635,258</b>

Section II.: Estimated Revenues and Appropriations. **Stormwater Drainage Bond Project Fund**, of Ordinance 06-66, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2011-2012 BUDGET		Amended 10/10/11	Total Amendments	Amended 2011-2012 Budget
<b>ESTIMATED REVENUES</b>					
Investment Earnings	\$ 204,000		\$ -	\$ -	\$ 204,000
Restricted intergovernmental Income	-	H	400,000	400,000	400,000
Other Financing Sources	80,232	H	692,000	692,000	772,232
Bond Proceeds	5,100,000		-	-	5,100,000
<b>TOTAL REVENUES</b>	<b>\$ 5,384,232</b>		<b>\$ 1,092,000</b>	<b>\$ 1,092,000</b>	<b>\$ 6,476,232</b>
<b>APPROPRIATIONS</b>					
Construction	\$ 5,384,232	H	1,092,000	\$ 1,092,000	\$ 6,476,232
Total Expenditures	\$ 5,384,232		\$ 1,092,000	\$ 1,092,000	\$ 6,476,232
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 5,384,232</b>		<b>\$ 1,092,000</b>	<b>\$ 1,092,000</b>	<b>\$ 6,476,232</b>

Section II.: Estimated Revenues and Appropriations. **Stormwater Drainage Management Improvement Project Fund**, of Ordinance 09-67, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2011-2012 BUDGET		Amended 10/10/11	Total Amendments	Amended 2011-2012 Budget
<b>ESTIMATED REVENUES</b>					
Transfer from Stormwater Utility Fund	\$ 1,195,000	I	\$ 36,000	\$ 36,000	\$ 1,231,000
<b>TOTAL REVENUES</b>	<b>\$ 1,195,000</b>		<b>\$ 36,000</b>	<b>\$ 36,000</b>	<b>\$ 1,231,000</b>
<b>APPROPRIATIONS</b>					
Contingency	\$ 170,250	I	-	\$ -	\$ 170,250
Engineering	60,000		36,000	36,000	96,000
Construction	866,900		-	-	866,900
Transfer to Other Funds	97,850		-	-	97,850
Total Expenditures	\$ 170,250		\$ 36,000	\$ 36,000	\$ 1,231,000
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 170,250</b>		<b>\$ 36,000</b>	<b>\$ 36,000</b>	<b>\$ 1,231,000</b>

Section II.: Estimated Revenues and Appropriations. **Employee Parking Lot Project Fund**, of Ordinance 07-92, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2011-2012 BUDGET		Amended 10/10/11	Total Amendments	Amended 2011-2012 Budget
<b>ESTIMATED REVENUES</b>					
Sale of Property	\$ 175,500		\$ -	\$ -	\$ 175,500
Transfer from General Fund	193,683	E	55,566	55,566	249,249
<b>TOTAL REVENUES</b>	<b>\$ 369,183</b>		<b>\$ 55,566</b>	<b>\$ 55,566</b>	<b>\$ 424,749</b>
<b>APPROPRIATIONS</b>					
Construction	\$ 1,750	E	55,566	\$ 55,566	\$ 57,316
Acquisition	57,183		-	-	57,183
Demolition	35,250		-	-	35,250
Transfer to the Other Funds	275,000		-	-	275,000
Total Expenditures	\$ 369,183		\$ 55,566	\$ 55,566	\$ 424,749
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 369,183</b>		<b>\$ 55,566</b>	<b>\$ 55,566</b>	<b>\$ 424,749</b>

Section II: Estimated Revenues and Appropriations. **Thomas Langston Road Extension Fund**, of Ordinance 06-98, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<b>ORIGINAL 2011-2012 BUDGET</b>		<b>#3 Amended 10/10/11</b>	<b>Total Amendments</b>	<b>Amended 2011-2012 Budget</b>
<b>ESTIMATED REVENUES</b>					
Restricted Governmental Income	\$ 705,968		\$ -	\$ -	\$ 705,968
Interest on Checking	11,440		-	-	11,440
Other Financing Sources	286,466	J	80,170	80,170	366,636
Bond Proceeds	2,896,803		-	-	2,896,803
<b>TOTAL REVENUES</b>	<b>\$ 3,900,677</b>		<b>\$ 80,170</b>	<b>\$ 80,170</b>	<b>\$ 3,980,847</b>
<b>APPROPRIATIONS</b>					
Construction	\$ 3,109,739	J	80,170	\$ 80,170	\$ 3,189,909
Bond Admin Costs	36,803		-	-	36,803
Engineering	615,299		-	-	615,299
Right of Way	138,529		-	-	138,529
Testing	307		-	-	307
Total Expenditures	\$ 3,109,739		\$ 80,170	\$ 80,170	\$ 3,189,909
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 3,109,739</b>		<b>\$ 80,170</b>	<b>\$ 80,170</b>	<b>\$ 3,189,909</b>

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 10th day of October, 2011.

\_\_\_\_\_  
Patricia C. Dunn

ATTEST:

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