



Agenda

Greenville City Council

April 11, 2011
6:00 PM
City Council Chambers
200 West Fifth Street

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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

VI. Consent Agenda

1. Minutes from the January 29, 2011 Council Planning Session and February 10, 2011 City Council meeting
2. Text addition to minutes from the November 8, 2010 City Council meeting
3. Resolution accepting dedication of rights-of-way and easements for Allen Ridge Subdivision, Section Two
4. Agreement with the North Carolina Department of Transportation for resurfacing the intersection of Arlington Boulevard and Evans Street
5. Agreement with the North Carolina Department of Transportation for the installation of a new traffic signal at the intersection of Evans Street and Regency Boulevard (Thomas Langston Road Extension)
6. Agreement with University Residences-ECU, LLC, for public improvements on Charles Street, Anderson Street, Eleventh Street, and Tenth Street

7. Contract award for the design of storm drainage improvements for Eastwood Subdivision
8. Sanitary sewer service request in the extraterritorial jurisdiction at 211 Buckingham Drive
9. Resolution and deed of release for the abandonment of a utility easement at The Province
10. Ordinance amending Greenville Utilities Commission's Water Capital Project Budget for the Tar River Temporary Dam Drought Mitigation Project
11. Acceptance of the donation of property at 1604 Henry Street
12. Resolution declaring police canine Bono as surplus property and authorizing his disposition to Officer Tim McLaughlin

VII. New Business

13. Presentations by boards and commissions:
 - a. Affordable Housing Loan Committee
 - b. Youth Council
14. Recommendation from the Recycling Committee on Alternative Ways to Increase Recycling
15. Recommendation from the Special Task Force on Public Safety to contract with East Carolina University to conduct a survey of community perceptions of crime
16. Establishment of Audit Committee
17. Naming the former school building at the Lucille W. Gorham Intergenerational Center as the Mary Maurice Ward Building
18. Funding for the Drew Steele Center
19. Bradford Creek Public Golf Course maintenance equipment lease
20. Policy for Public Comment
21. Discussion of clubs helping to pay for downtown police costs
22. Budget ordinance amendment #9 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57)
23. Preview of the City's proposed operating budget for fiscal year 2011-2012

24. Establishing public forums on proposed redistricting plan

VIII. Review of April 14, 2011 City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

25. City Manager 2011 goals and performance objectives

XI. Closed Session

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body
- To establish or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Minutes from the January 29, 2011 Council Planning Session and February 10, 2011 City Council meeting

Explanation: Proposed minutes from the January 29, 2011 Council Planning Session and the February 10, 2011 City Council meeting are presented for review and approval.

Fiscal Note: There is no direct cost to the City.

Recommendation: Review and approve proposed minutes from the January 29, 2011 Council Planning Session and the February 10, 2011 City Council meeting.

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[Proposed_Minutes_of_the_January_29_2011_Planning_Retreat_888692](#)

[Proposed_Minutes_of_the_February_10_2011_Council_Meeting_889581](#)

PROPOSED MINUTES
ANNUAL PLANNING SESSION OF THE GREENVILLE CITY COUNCIL
SATURDAY, JANUARY 29, 2011



Having been properly advertised, the Annual Planning Session of the Greenville City Council was held on Saturday, January 29, 2011 in the Clubhouse at Bradford Creek Golf Course, located at 4950 Old Pictolus Road in Greenville, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at .

Those Present:

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

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

Mayor Dunn suggested making discussion of Goals and Objectives the first item on the agenda. City Manager Wayne Bowers recommended hearing the Crime Report and the Finance update prior to that discussion since relevant information would be presented.

Upon motion by Council Member Mercer and second by Council Member Joyner, the City Council unanimously approved the agenda with recommended changes.

Mr. Bowers then acknowledged Tim Ware, who will serve as Facilitator for discussion.

DISCUSSION ITEMS

POLICE DEPARTMENT UPDATE ON CRIME

Chief Anderson announced that Capt. Joe Bartlett was promoted to Deputy Police Chief effective January 15, 2011.

Chief Anderson discussed the Police Department's community outreach activities during 2010, focusing on highlights of the Police Athletic League (PAL) such as their after school programs,



spring break camp, dances, and their football league. PAL is essentially a crime prevention program that utilizes educational, athletic and recreational activities to develop positive relationships between police officers and youth.

He then discussed gang activity, stating that 447 gang members were validated in 2010. Self-admission is one method of validation, but other criteria for validation are not made public. There were 163 gang arrests during the year.

Chief Anderson explained how crime per capita is calculated and reviewed a variety of crime statistics for the past year. Almost 5,000 arrests were made in 2010, which represents a reduction of 11.4% since 2009. That reduction increases to 11.89% when statistics over the past four years are compared. Rape is the only crime that has not decreased.

Council Member Smith asked if those incidents were date rapes or if they were more random in nature.

Chief Anderson stated he would describe a majority of the rape cases as having been committed by someone known to the victim, but he would not necessarily categorize them as date rape.

Council Member Glover asked that information on where various types of crimes are occurring be included in monthly reports.

Council Member Joyner referenced a January 21, 2011 report on overtime which indicated there were some officers who worked more than 600 hours of overtime in a year. He expressed concern about the impact of this type of work schedule on both the health and safety of those officers and on the citizens they serve.

Council Member Blackburn asked if more officers would offset the need for overtime.

Chief Anderson stated that 2.41 officers per 1,000 population is the national average and Greenville is currently at 2.29 officers per 1,000 population, so more officers would be beneficial. The department has a policy in place that prohibits an officer from working more than 16 hours during any 24 hour period. Patrol officers work 12 hour shifts and alternate between working a short week and a long one, so some level of overtime is inevitable. Additionally, officers are required to go to court at times, which increases the length of their work week. Having police officers work a 12 hour shift is a common practice nationwide.

Council Member Mercer asked if accrediting agencies look at work schedules when evaluating a department.

Chief Anderson stated a department must have a specific policy on overtime and must adhere to national standards, including how shifts are aligned and how overtime processes work. The accreditation board reviews these policies annually.



Council Member Smith asked why overtime has increased over the previous year if there is consistency in how overtime is managed.

Chief Anderson stated a majority of the overtime results from increased patrol in the downtown area. City Manager Bowers stated the overage in the Police Budget is to the overall budget; it is not only for overtime.

Council Member Blackburn moved to have Chief Anderson and the City Manager look at current overtime expenditures to determine whether that same money could be better applied to hiring additional officers. Council Member Mercer seconded the motion, which passed by unanimous vote.

Following the vote, the City Council discussed their need to better understand what an overtime budget is expected to include and the desirability of seeking City Council approval prior to over-spending an overtime budget or, at a minimum, to make prompt notification to the City Council when circumstances warrant an over-expenditure of budgeted overtime funding.

Upon conclusion of discussion at 9:38 a.m., Mayor Dunn called a brief recess.

UPDATE ON CITY FINANCES

Mayor Dunn reconvened the meeting at 9:43 a.m.

Financial Services Director Bernita Demery gave an overview of a new "Financial Dashboard" developed by the School of Government which allows municipalities throughout the State to compare themselves to one another in a number of areas. The system is limited in that a city can only compare itself to four other municipalities.

In comparison to Concord, Gastonia, High Point and Rocky Mount, Greenville scored 1.09 on Operations Ratio, for which the benchmark is 1.01. This means that Greenville is able to live within its means. On Intergovernmental ratios, Greenville is at .14 and the benchmark is .17, which is good. Greenville's debt service ratio matches the benchmark at .08. Quick Ratio measures a City's liquidity and ability to meet short term obligations. Greenville is at 8.45 and the Benchmark is 8.05. Greenville rates 29.49 on Solvency, which relates to a City's ability to address long-term debt, and the benchmark is 32.18. That puts Greenville slightly below average, and is due in part to the City's dependency on certain restricted grant funds. In comparing debt to assessed value, Greenville is at .20 and the benchmark is .16.

City Manager Bowers stated for FY2010, the City spent \$460,112 more than what was brought in under revenues, but the City had planned not to be balanced because of carry-overs from the Prior year. The expectation was to utilize \$3.5 million from fund balance at year end, but only the \$460,112 was necessary. The City is required to maintain 8% as undesignated fund balance, but was at 19% at year end.



Mr. Bowers stated the City is currently at \$9.6 million with revenues over expenditures for FY2011. It is typical at this point in the year to be ahead because property taxes come in at this point in the year.

Mayor Pro-Tem Kittrell expressed concern about the upcoming revaluation in that people whose home is valued upward will be paying more, but with the real estate market being low and the rise of housing foreclosures, many neighborhoods will be losing in property value.

Moving back to revenue projections for the current year, Mr. Bowers stated 2% was budgeted for the current year, but 1% is currently deemed more likely, resulting in a potential shortfall of about \$180,000. The State overpaid the City roughly \$173,000 in sales tax revenues, then advised they would be taking it back. In 2010, the City also had to pay back an overpayment from the State that was made in 2009. These overpayments and repayments are excluded from revenue projections. Based on data for the first part of the fiscal year, the City is ahead by approximately 1.82% compared to the prior year. That trend is expected to continue and staff anticipates finishing the year about \$400,000 above projections.

Mr. Bowers stated the GUC transfer is based on a formula and the expectation is a gain of about 2% above projections. The utility franchise tax continues to grow, so this revenue source will be up.

Mayor Pro-Tem Kittrell asked if the State could withhold those funds. Mr. Bowers stated it has happened in the past, but it is probable that the City will have approved its budget before the State's plans are known this year.

Mr. Bowers stated that personnel expenses are down by approximately 3%, but operational costs are up approximately 8%, which is due in part to creation of the fleet fund. The increase is also a result of rising fuel costs and maintenance costs for radios which were purchased a few years ago with grant funding. Mr. Bowers stated capital improvements are currently down due to the delay of some projects, but those will be completed during the second half of the fiscal year.

With regard to the various enterprise funds, the Transportation Fund is doing well because of reimbursements, but Bradford Creek is a little behind schedule due to December weather conditions being poor for golf. The Stormwater Fund had a big decline last year due to money being transferred for capital projects, and both it and the Sanitation Fund appear to be a little behind this year as a result of the processing cycles for billing and payments.

Mr. Bowers reviewed a proposed schedule for upcoming budget issues including a preview of the FY2012 Budget on April 11th, delivery of proposed budget to Council by May 9th, the public hearing on the budget on June 6th and final budget adoption on June 9th.

Mayor Pro-Tem Bryant stated several people had inquired about more opportunity to be involved in the City's budget process. He recommended that staff consider hosting a preliminary public hearing for comment sometime between March and June to see if citizens genuinely have that high an interest level.



REVIEW OF CITY GOALS, OBJECTIVES AND ACTION ITEMS

Mayor Dunn yielded the floor to Mr. Ware to facilitate discussion on the City's goals, objectives and action items for the coming year.

Mr. Ware thanked the City Council for inviting him back to serve as their Facilitator for a second year. He stated the City Manager provided him with a memo outlining the 10 goals which were established last year and the purpose today is to review those goals to determine what has been accomplished and what, if any, changes or additions the City Council wants to make.

The City Council spent the remainder of the day, excepting a recess for lunch between 12:08 pm and 12:50 pm and another short recess from 3:20pm until 3:25 pm, discussing the status of prior year goals and determining which they wished to continue or revise and the additions they wished to make.

Once discussion of goals, objectives and action items was concluded, the City Council mutually agreed upon the following items to be further developed by Staff and presented with appropriate responsibility assignments, fiscal notations and timeframes at a future City Council meeting for formal adoption:

1. Goal: Promote a Safe Community

A. Objective: Continue to support community policing

Action Item #1: Continue support of Police Community Relations Committee meetings to be held throughout the five City Council districts

Action Item #2: Continue support of Citizens United Against Violence (CUAV)

Action Item #3: Provide staff support for the Special Task Force on Public Safety

Action Item #4: Evaluate and develop an implementation strategy for the recommendations of the Special Task Force on Public Safety

B. Objective: Continue and expand crime prevention activities for youth

Action Item #1: Insure that the existing PAL after-school, summer, and spring break programs have maximum enrollment

Action Item #2: Through aggressive recruitment, increase the number of youth participating in the Police Explorer (Boy Scouts) Program



- Action Item #3: Partner with the Public Works Department and the Police Athletic League's After-School Program to continue to promote environmental education as part of a "green city" initiative
- Action Item #4: Continue promoting parent and child development as part of the PAL after-school program
- C. *Objective: Continue to strengthen partnerships between the Police Department and the Pitt County School System*
- Action Item #1: Continue partnerships with Pitt County Schools truancy prevention programs
- Action Item #2: Continue support of the Student Success Academy with the United Way of Pitt County, Pitt County School System, and other partners
- Action Item #3: Continue the highly successful drop-out prevention program Turning Around for Success that is grant funded by the North Carolina General Assembly Committee on Dropout Prevention
- D. *Objective: Increase police and code enforcement presence in the Frontgate Drive/Kristin Drive area*
- Action Item #1: Evaluate the temporary use of an apartment made available by a landlord in the area
- Action Item #2: For this area develop a plan to establish crime benchmarks and a three-month reporting schedule
- Action Item #3: Establish a neighborhood watch in the area
- Action Item #4: Establish a neighborhood association in the area
- Action Item #5: Initiate concentrated code enforcement effort in the area
- E. *Objective: Create jobs and housing opportunities for adult/youth re-entering the community from the correctional system*
- Action Item #1: Through the activities of the Pitt County Re-Entry Program, coordinate efforts with activities at the Lucille W. Gorham Intergenerational Center
- Action Item #2: Continue partnership with the Public Works Department, Recreation and Parks Department, Pitt County, non-profit agencies, and Probation and Parole to identify entry-level job opportunities for non-violent offenders who are re-entering the community from the correctional system



Action Item #3: Partner with the Community Development Department, Department of Social Services, Greenville Housing Authority, and non-profit agencies to explore transitional housing opportunities for non-violent offenders who are re-entering the community from the correctional system

F. *Objective: Address problems created by gang activity*

Action Item #1: Continue to partner with federal, state, and local law enforcement agencies to target gang activity

Action Item #2: Continue support of the Police Department Gang Unit financially and educationally through training, equipment, and other resources as determined necessary

Action Item #3: Evaluate the National League of Cities Youth Violence Prevention Program that includes the following key goals: (1) Reduce youth homicide and violent crime, (2) form partnerships that steer high-risk youth toward positive alternatives, (3) prevent conflict by breaking cycle of revenge and retaliation, and (4) counteract the culture of violence by amplifying the community's moral voice

G. *Objective: Provide effective service to our community in the event of a natural, man-made, or other type of disaster*

Action Item #1: Conduct at least one activation of the City's Emergency Operations Center at a Level 2 status via an event or exercise

Action Item #2: Search for funding avenues for improvements to or replacement of the City Emergency Operations Center through The Ferguson Group and other sources

Action Item #3: Explore feasibility of utilizing social networking and other electronic communication outlets (Twitter, Facebook, Text Messaging) as a means of keeping citizens informed of significant emergency events

H. *Objective: Increase public education and awareness of ways to prevent crime; and work to eliminate crime by insuring accurate perception and making citizens aware of successes*

Action Item #1: Work with the City's Public Information Office to develop regular segments entitled "Police Beat" focused on providing citizens with important information as it relates to crime and prevention in their communities

Action Item #2: Produce regular "cityscene" episodes focusing on crime prevention and other important issues as they relate to crime and quality of life issues



Action Item #3: Conduct weekly briefings with the news media

Action Item #4: Explore the use of Twitter or other social networks by Area Commanders as tool to improve communications with citizens in their assigned areas

I. *Objective: Aggressively expand neighborhood crime prevention programs and establish clearcut benchmarks for measuring progress*

Action Item #1: Continue partnership with the Neighborhood Liaison in the Community Development Department to identify and develop neighborhood plans to improve the quality of life

Action Item #2: Increase the number of active neighborhood crime watch programs by 10%

Action Item #3: Propose a new neighborhood crime prevention program with benchmarks

J. *Objective: Participate in the Bright and Safe Initiative*

Action Item #1: Research the Bright and Safe Initiative

Action Item #2: Develop standards for street illumination levels along City and State streets in coordination with City's stakeholders

Action Item #3: Explore methods of implementing streetlight standards on existing streets approved by the City Council

2. **Goal: Promote/Strengthen Economic Development Opportunities**

A. *Objective: Explore ways (including nontraditional approaches) the City can better accomplish/promote economic development*

Action Item #1: Coordinate with Convention and Visitors Bureau, Pitt County Development Commission, and other partners to consider a new community marketing campaign

Action Item #2: Research techniques and opportunities for placement of Greenville on "best of business", "best small city", and "best quality of life" lists published by national publications and organizations

Action Item #3: Move forward with branding study for Greenville's Center City as part of collaborative efforts with other City of Greenville agencies such as the Convention and Visitors Authority, Pitt County Development Commission, and Chamber of Commerce



B. *Objective: Promote public/private partnerships and nonprofit partnerships for economic development*

Action Item #1: Continue working with the Redevelopment Commission to implement the Center City Revitalization Plan including the attraction of businesses and institutions to the downtown area

Action Item #2: Coordinate with East Carolina University and local and national developers to bring high quality mixed-use development to the downtown area through the use of public/private partnerships

Action Item #3: Participate in quarterly City and Town Managers of Pitt County meetings hosted by the Pitt County Development Commission

C. *Objective: Develop strategies to make Greenville a gateway city for the emerging ecotourism and other sustainable tourism industry from I-95 to the coast*

Action Item #1: Coordinate with the East Carolina University Sustainable Tourism Program, North Carolina's Eastern Region, North Carolina's Northeast Commission, and other partners to develop ecotourism and other sustainable tourism in the region

Action Item #2: Work with the Convention and Visitors Bureau to explore the possibility of expanding their ecotourism efforts in coordination with other community and regional partners

Action Item #3: Seek grant funding for any ecotourism and other sustainable tourism infrastructure needs

D. *Objective: Explore additional ways to use the Tar River*

Action Item #1: Develop plans to improve canoe/kayak put-ins and take-outs on the Tar River at Town Common and Port Terminal

Action Item #2: Develop plans to improve fishing locations at the Town Common and along the South Tar River Greenway

Action Item #3: Identify locations for educational opportunities along the Tar River to interpret the adjacent wetlands and the river's ecosystem to park users

E. *Objective: Promote a green economy*

Action Item #1: Research the green economy and consult with the Pitt County Development Commission, Pitt Community College Workforce Development, East Carolina University, and North Carolina's Eastern Region to gain a better



understanding of what green business opportunities Greenville is situated to pursue

Action Item #2: Provide a report to the City Council on the green economy along with recommended action steps

F. *Objective: Get low income families connected with mainstream financial institutions*

Action Item #1: Arrange a meeting with Community Reinvestment Officers from mainstream financial institutions with local offices to determine outreach activities being provided to low income families

Action Item #2: Obtain information from the National League of Cities concerning the poverty simulation for leaders program

3. **Goal: Promote Sustainability and Livability of both Old and New Neighborhoods**

A. *Objective: Continue to create walkable/bikeable communities*

Action Item #1: Adopt a bicycle and pedestrian master plan for the Greenville Urban Area

Action Item #2: Continue to provide support to the Greenville Bicycle and Pedestrian Commission

Action Item #3: Apply to be recognized as a Bicycle Friendly Community

B. *Objective: Continue to expand the greenway system*

Action Item #1: Consider new approaches to fund alternative methods of transportation (greenways)

Action Item #2: Complete construction of the South Tar River Greenway Phase 1B Project

Action Item #3: Complete design of the Green Mill Run Greenway Phase II Project from Charles Boulevard to Evans Park

Action Item #4: Meet regularly with representatives of the Friends of Greenville Greenways (FROGGS)

Action Item #5: Pursue with expedience greenway expansion priorities

C. *Objective: Continue and enhance predatory lending programs*



- Action Item #1: Continue the citizen awareness predatory lending educational program developed in 2009
 - Action Item #2: Provide quarterly financial literacy classes targeting first-time homebuyers, churches, nonprofits, neighborhood associations, lending institutions, and college students
 - Action Item #3: Continue contract with N.C. Rural Development to provide Financial Literacy workshops
- D. *Objective: Continue to promote community gardens*
- Action Item #1: Continue to solicit interest and participation in community gardens with neighborhood associations, citizens, and groups on City-owned property
 - Action Item #2: Establish two additional community garden projects
 - Action Item #3: Update GIS data quarterly to determine which sites are available for lease and those most suitable for community gardening
- E. *Objective: Continue to monitor the implementation of the 10-Year Plan to End Chronic Homelessness in Pitt County*
- Action Item #1: Continue participation on the 10-Year Plan to End Chronic Homelessness Board and Management Advisory Team
 - Action Item #2: Continue to provide funding to assist with implementation of SOAR training (SSI/SSDI, Outreach, Access and Recover), a program that strives to access disability benefits for currently homeless people and those at risk of becoming homeless who are living with disabilities
 - Action Item #3: Provide assistance in the coordination of the “Project Homeless Connect”, which is a one-day event to connect homeless individuals and families with services and support
 - Action Item #4: Establish a fund, or a means of raising funds, to provide blankets and basic necessities to homeless individuals
- F. *Objective: Review and re-evaluate garbage/trash collection*
- Action Item #1: Further implement educational program to reduce the number of residents placing trash items at curbside on other than their assigned day of garbage service



- Action Item #2: Continue to evaluate alternatives in conjunction with Code Enforcement to improve removal of trash from vacant and commercial property and removal of material from residential property that the City does not collect
- Action Item #3: Present a report on the feasibility and cost of implementing a second litter patrol
- G. *Objective: Preserve historic homes and businesses*
- Action Item #1: Prepare a brochure on available resources to aid in the preservation of historic structures and disseminate to the public including placing on the City's website
- Action Item #2: Implement the new program to provide low-interest loans and/or matching grants to assist property owners in preserving historic homes and businesses
- H. *Objective: Explore ways to improve quality of rental properties in neighborhoods (rental task force)*
- Action Item #1: Review and strengthen methods to secure compliance with code violations and report on existing procedures and how effective they are
- Action Item #2: Work with East Carolina University to monitor the additional code enforcement officer agreement
- Action Item #3: Explore the feasibility of creating a citywide rental rehabilitation program for owners of rental property to improve the quality of rental housing in neighborhoods
- Action Item #4: Consider requiring a dumpster during rehab work on homes in neighborhoods
- I. *Objective: Explore new strategies to sell homes in revitalization area*
- Action Item #1: Continue to work with local housing providers to make available housing counseling and marketing services to potential homebuyers
- Action Item #2: Continue to provide quarterly homebuyer education classes for potential buyers in partnership with the NC Rural Fund for Development and Housing Division Staff
- Action Item #3: Continue to explore lease purchase opportunities for homes in the West Greenville Revitalization Area



J. *Objective: Promote new neighborhood associations*

Action Item #1: Neighborhood Liaison/Ombudsman will continue existing quarterly outreach efforts in neighborhoods that do not have an association

Action Item #2: Prepare six-month and twelve-month reports on the activities and effectiveness of the Neighborhood Advisory Board

K. *Objective: Consider establishing a rental advisory board*

Action Item #1: Review December 29, 2010 staff report on proposed rental advisory board and consider an ordinance creating such a board

4. **Goal: Develop Progressive and Comprehensive Transportation Initiatives**

A. *Objective: Continue to upgrade Greenville Boulevard and other State-maintained streets within the City (safety and more attractive)*

Action Item #1: Submit a list of projects to improve pedestrian crossing facilities on State-maintained roads for inclusion in the next State Transportation Improvement Program (STIP)

Action Item #2: Work with the North Carolina Department of Transportation (NCDOT) to perform intersection improvements along Greenville Boulevard and on other State-maintained roads within the City

Action Item #3: Submit enhancement projects along State-maintained roads for inclusion in the Greenville Urban Area Metropolitan Planning Organization's Project List. MPO will submit the list to NCDOT when NCDOT's enhancement program is re-established.

Action Item #4: Work with the NCDOT's Division 2 office to complete design and construction of three landscape enhancement projects on State-maintained roads

Action Item #5: Complete construction of the Thomas Langston Road Extension across the railroad tracks facilitating the completion of this new roadway to relieve congestion on Greenville Boulevard and Memorial Drive

B. *Objective: Accelerate the improvement of pedestrian mobility*

Action Item #1: Include the construction of sidewalks in all State and City street reconstruction and new construction projects



Action Item #2: Construct sidewalks in areas presently not served based on availability of right-of-way with priority to areas with larger amounts of traffic

C. *Objective: Improve public transit*

Action Item #1: Continue to explore with East Carolina University the potential of coordinating and/or merging the local transit systems

Action Item #2: Begin acquiring the property necessary to construct the Intermodal (Bus) Transportation Center

Action Item #3: Plan the expansion of the GREAT bus system scheduled to begin after the arrival of two new buses in April 2011

Action Item #4: Prepare a report on the total number of bus stops on the GREAT system and the number that have shelters

D. *Objective: Complete the relocation of the CSX railroad switching yard*

Action Item #1: Continue to assist the North Carolina Department of Transportation with completing the preparations necessary to move the CSX switching yard from the Howell Street area to north of the City within the vicinity of NC Highway 903

E. *Objective: Continue working with railroad companies to better maintain railroad properties and street crossings*

Action Item #1: Complete agreements with the railroads to maintain vegetation and remove litter in the area outside of the flagman zone but within the right-of-way of the rail lines at specified locations

Action Item #2: Monitor completion of the railroad crossing improvements on Greenville Boulevard (between Evans and Landmark Streets) and Memorial Drive (between Moye Boulevard and Dickinson Avenue)

Action Item #3: Complete the agreement with the Norfolk/Southern Railroad to paint the exposed surfaces of the railroad bridge over Dickinson Avenue in FY 2011-12

F. *Objective: Initiate passenger rail service out of Greenville*

Action Item #1: Complete work with NCDOT and AMTRAK to obtain bus or van shuttle service to the train stations in Rocky Mount and/or Wilson

Action Item #2: Maintain contact with the NCDOT Rail Division to promote Greenville for future passenger rail service



G. *Objective: Improve commercial air service at Pitt-Greenville Airport*

Action Item #1: Review and reconsider airport stimulus program and commercial air service incentive during budget process

5. **Goal: Enhance Diversity and Promote Inclusiveness**

A. *Objective: Enhance race relations*

Action Item #1: The Human Relations Council will continue to explore options for community dialogue to promote conversations to enhance efforts of inclusiveness

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 #1: Human Relations Council to identify the religious faiths present in Greenville and begin an ongoing dialogue with the various organizations

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

Action Item #3: Community Development staff and the Human Relations Council will work with the Public Information Office to promote inclusive community programs and activities sponsored and undertaken by the Human Relations Council and as established in the work plan of the Human Relations Council

Action Item #4: Reestablishment of a "Community Celebration of Black History" to educate the community on the history, customs, and accomplishments of black citizens everywhere; annual event occurring in varied locations and involving different faiths

Action Item #5: Develop and oversee PirateFest's *International Port O'Call* area at Town Common, to showcase ethnic arts, food, and entertainment for the Greenville community

Action Item #6: Provide free ride days to recreation facilities

Action Item #7: Continue free or reduced cost promotional events at the Greenville Aquatics and Fitness Center and other recreational facilities to introduce these City facilities to a diverse group of potential new users



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

D. *Objective: Report on affirmative action efforts from City departments*

Action Item #1: Provide the Affirmative Action Program Annual Report for 2010 that details the status of the City’s efforts to recruit, hire, and retain a diverse workforce

E. *Objective: Insure that minority subcontractors (non-Hispanic) are being considered for all City contracts*

Action Item #1: Provide a report on the use of subcontractors (non-Hispanic) for City contracts including who the subcontractors are, contractors the subcontractors work for, and were the subcontractors treated fairly

Action Item #2: Prepare a report on the City of Raleigh’s policy of requiring out-of-town contractors to have an office in Greenville

6. **Goal: Plan for High Quality, Sustainable Growth**

A. *Objective: Initiate, strategize, and encourage use of the planned unit development zoning classification*

Action Item #1: Continue to publicize and distribute the information packet for prospective developers on the use of the Master Planned Community development option for eligible sites

B. *Objective: Have a public hearing and complete the update of the Manual of Standard Designs and Details*

Action Item #1: Address the two remaining issues in the revised Manual of Standard Designs and Details (MSDD) with input from citizens and developers; present the revisions to City Council for consideration

C. *Objective: Enhance and review the net benefit of vegetation beautification around commercial areas*



Action Item #1: Identify a management action and process as part of the Horizons update to review required vegetation standards for commercial development adjacent to neighborhoods

Action Item #2: Analyze the comments received from landscape professionals on the vegetation requirements as part of the review process and recommend changes to the landscape regulations as appropriate

D. *Objective: Review the zoning categories as they relate to neighborhood preservation*

Action Item #1: Review, update, and amend as necessary the Neighborhood Commercial zoning district table of uses and development standards for all commercial development adjacent to neighborhoods

E. *Objective: Review setback requirements for large multifamily residential developments*

Action Item #1: Prepare a report with potential alternatives on setback requirements for large multifamily residential developments in and outside of the urban core

7. **Goal: Enhance Cultural and Recreational Opportunities**

A. *Objective: Provide better and improved park/recreation facilities in underserved neighborhoods*

Action Item #1: Continue investigating the potential for Pitt County Schools to partner with the City in upgrading the South Greenville recreation and park facilities

Action Item #2: Investigate availability and estimated cost of land for a neighborhood park adjacent to and accessible from Countryside Estates

Action Item #3: Complete renovation of playground and provide parking control at Greenfield Terrace Park

Action Item #4: Install air conditioning system in the gymnasium at the Greenville Aquatics & Fitness Center

Action Item #5: Present to City Council a proposal for a basketball park on Albemarle Avenue

Action Item #6: Develop plans to replace the gymnasium floor at the Eppes Recreation Center



B. *Objective: Consider a bond referendum for parks*

Action Item #1: Work with Recreation and Parks Department to identify projects within the 2011-2015 Capital Improvement Program that can be included as part of a General Obligation Bond or Certificates of Participation package for City Council consideration

C. *Objective: Develop strategies for ensuring more open space and neighborhood parks*

Action Item #1: Propose format and members for study committee that will consider and recommend methods for land preservation, acquisition, and park and greenway development

D. *Objective: Establish a nonprofit to enhance recreation projects/parks*

Action Item #1: Submit necessary paperwork for creation of non-profit Partners for Greenville Parks

Action Item #2: Initiate recruitment process for establishing “friends of the park” chapters within Partners for Greenville Parks

E. *Objective: Provide a series of citywide special events, alone or in partnership with an outside organization*

Action Item #1: Plan and host all aspects of PirateFest’s “Ports of Call” area at Town Common

Action Item #2: Coordinate all planning, operations, and fundraising for the 5K Greenville Rec Run and the Greenville-Pitt County 8K Road Race

Action Item #3: Continue to provide or support a variety of citywide special events, including Sunday in the Park, Kidsfest, National Night Out, and the Splash and Dash Kids Triathlon

F. *Objective: Offer new or expanded recreational opportunities*

Action Item #1: Continue offering nine week summer camp targeted to teens

Action Item #2: Continue offering BMX beginners’ clinic to PAL and other Eppes and South Greenville youngsters to allow them to sample the sport

Action Item #3: Conduct an open house at Extreme Park with BMX demonstrations

Action Item #4: Initiate new arts programs at Eppes and South Greenville Recreation Centers



G. *Objective: Encourage East Carolina University in its efforts to construct a performing arts center*

Action Item #1: Continue dialogue with East Carolina University in support of the University's plan to construct a performing arts center

Action Item #2: Insure that a performing arts center is included in the new ECU master plan

H. *Objective: Promote cultural entertainment in the downtown area*

Action Item #1: Continue to identify cultural and entertainment amenities that will also serve as traffic generators in the Center City area as part of the revitalization program to include public art opportunities, festivals, and recreational programming

Action Item #2: Create a steering committee charged with developing a fundraising plan for renovation of the former White's Theatre based on estimates developed through the design process

8. **Goal: Promote Sound Environmental Policies**

A. *Objective: Involve all citizens in recycling*

Action Item #1: Explore the City providing for a small fee or at no cost roll-out recycling bins including the feasibility of a pilot program in low participation areas

Action Item #2: Develop strategies working with an ad-hoc recycling committee consisting of stakeholders to increase recycling in the City in coordination with the Environmental Advisory Commission and Keep Greenville Beautiful, Inc.

Action Item # 3: Explore alternatives to increase recycling in the commercial sector

B. *Objective: Monitor air quality situation*

Action Item #1: Monitor proposed developments in EPA's changes to air quality standards

C. *Objective: Continue to implement the US Mayors' Climate Protection Agreement*

Action Item #1: Develop a strategy to include environmental and sustainability goals as an addendum to the City's Horizons Plan

Action Item #2: Explore the options of developing a city tree master plan to increase shading and CO² absorption (coordinate with the review of the City's tree ordinance)



- D. *Objective: Work with East Carolina University to address environmental issues*
- Action Item #1: Explore methods of working with ECU to jointly address environmental issues (other than climate protection) in Greenville
- E. *Objective: Enhance energy efficiency and reduce energy consumption*
- Action Item #1: Select an energy savings performance contractor to improve the energy efficiency in buildings maintained by the City
- Action Item #2: Continue to implement the City's Energy Conservation Strategy using the City Energy Efficiency and Conservation Block Grant funds
- Action Item #3: Explore installing solar panels to heat the swimming pool water at Greenville Aquatics and Fitness Center
- F. *Objective: Further investigate Pitt-Greenville Airport noise, vibration, and fumes experienced by citizens in nearby neighborhoods and find solutions to the problem*
- Action Item #1: Coordinate with the Pitt-Greenville Airport Authority as it conducts an Environmental Assessment required in connection with possible runway safety improvements which may include an extension of Runway 2-20 with the scope of the Environmental Assessment to address the impact of the Airport on adjacent neighborhoods by possibly including an evaluation and recommendation on noise and air quality mitigation efforts and a National Ambient Air Quality Standards assessment
- G. *Objective: Initiate a Climate Protection Plan that includes, but is not limited to, energy reduction goals and a holistic sustainability element*
- Action Item #1: Explore the options that other similar cities in North Carolina use to create holistic sustainability plans
- Action Item #2: Explore options for development of an integrated City Climate Protection Plan in conjunction with exploring options for creating a citywide sustainability plan
- H. *Objective: Proactively work with Greenville Utilities Commission (GUC) and other agencies to educate the community about energy efficiency/weatherization*
- Action Item #1: Request GUC to enhance public service announcements and website information on the benefits of compact fluorescent light bulbs, solar panels, and the E-300 building program



- I. *Objective: All residential projects in which the City participates will, as a minimum, meet E-300 program energy standards*

Action Item #1: Publicize that all residential projects built by the City or in which the City participates in any manner as a minimum meets GUC's E-300 standards

9. **Goal: Enhance Understanding and Increase Broader Citizen Participation in City Government**

- A. *Objective: Continue to look at ways to improve communication with citizens through the news media, social media, GTV-9 and the Internet*

Action Item #1: Develop a social media policy and work with staff to implement social media tools as is prudent and in the best interests of the City

Action Item #2: Research opportunities to implement emerging communications tools and how to best implement them

- B. *Objective: Notify neighborhoods and stakeholders of issues that impact them*

Action Item #1: Provide an automated process over the Internet that will allow persons to subscribe and automatically receive notifications about land use and neighborhood issues

Action Item #2: Continue to provide required notice of land use issues to impacted parties as required by state law and City policies

- C. *Objective: Keep promoting the Talent Bank (increase recruitment)*

Action Item #1: Place an advertisement for upcoming board and commission appointments in The Daily Reflector as appointments come up and place an advertisement recruiting applications for all boards and commissions in The Daily Reflector and The M Voice on a quarterly basis

Action Item #2: Run an advertisement for upcoming board and commission appointments on GTV-9 and the City's website as appointments come up and run an advertisement recruiting applications for all boards and commissions on a weekly basis

Action Item #3: Promote the Talent Bank at least once quarterly on the City's website homepage

Action Item #4: Place an advertisement for board and commission members on the official bulletin board in City Hall and other City buildings



Action Item #5: Have boards and commissions brochures available for citizens to pick up in the lobby of City Hall and, upon request, for distribution at various meetings

Action Item #6: Do at least one cityscene segment on GTV-9 promoting all City boards and commissions

D. *Objective: Increase awareness of animal cruelty*

Action Item #1: Conduct informational presentations, targeting various age groups, on how to recognize animal cruelty, the necessary steps to reduce the likelihood of occurrence, and how to report violators

Action Item #2: In partnership with the Humane Society of the United States, continue to promote “First Strike”, a nationally recognized campaign to prevent animal cruelty that is considered a “neighborhood watch” for animals

Action Item #3: Run short public service announcements on GTV-9 concerning ways to prevent and report animal cruelty

Action Item #4: In partnership with the City’s Neighborhood Liaison office, Animal Control will staff an informational table for the various neighborhood events scheduled throughout the year to provide information on animal cruelty

10. **Goal: Promote Effective Partnerships**

A. *Objective: Stay engaged with student groups such as East Carolina University Student Government Association*

Action Item #1: Continue periodic meetings with the president and other officers of the ECU Student Government Association

Action Item #2: Continue internship programs for college students

B. *Objective: Address extraterritorial jurisdiction (ETJ) issues*

Action Item #1: Revive ETJ extension discussions with other Pitt County municipalities, Greenville Utilities Commission, and Pitt County

Action Item #2: Prepare for City Council consideration a comprehensive annexation plan to address areas in the ETJ that meet the legal requirements for annexation

C. *Objective: Encourage cooperation of fellow governmental agencies*



Action Item #1: Update and clarify the 1993 intergovernmental agreement with Pitt County School System for use of recreation facilities, sports fields, and parks

Action Item #2: Continue to develop effective working relationships with the Pitt County Commissioners and meet quarterly with the Commission Chair and County Manager

D. *Objective: Continue contacts with the Pitt County Board of Education*

Action Item #1: Meet with Superintendent of Pitt County Schools semi-annually to explore mutual opportunities and areas of need and to address other issues impacting overlapping constituencies

Action Item #2: Invite the Chair and/or Superintendent of Pitt County Schools to provide an annual update on issues and developments in the public schools

E. *Objective: Explore stronger partnership with such agencies as the Pitt County Commission, University Health Systems, and East Carolina University*

Action Item #1: Receive, at least annually, a report on medical center developments and issues

Action Item #2: Continue to participate in quarterly Town and Gown Organization meetings that include representatives of the Pitt County Commission, University Health Systems, East Carolina University, Pitt Community College, and other agencies

ADJOURNMENT

Due to the late hour, City Manager Bowers recommended postponing discussion on remaining agenda items until the February 21, 2011 City Council Meeting.

Upon motion by Council Member Mercer and second by Council Member Joyner, the City Council voted unanimously to postpone discussion on the following agenda items until the February 21, 2011 City Council meeting:

- Citizen Involvement in Budget Process
- Senator for Pitt County
- City Council Terms
- EMS Response Times North of Tar River



- Proposed Albemarle Avenue Basketball Park
- Environmental Advisory Commission Budget Request
- Solar Water Heating at Aquatics & Fitness Center
- City/GUC Wellness Program
- Citizens Police Review Board
- Mayor Pro-Tempore Selection Process

There being no further discussion, Council Member Glover moved to adjourn the meeting. Council Member Joyner seconded the motion, which was approved by unanimous vote. Mayor Dunn declared the meeting adjourned at 5:24 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, FEBRUARY 10, 2011



A regular meeting of the Greenville City Council was held on Thursday, February 10, 2011 in the Council Chambers, located on the third floor at City Hall, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at 7:00 pm. Council Member Blackburn gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

Council Member Joyner moved to approve the agenda as presented, seconded by Council Member Blackburn. There being no discussion, the motion passed by unanimous vote.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

- Affordable Housing Loan Committee

Motion was made by Council Member Smith and seconded by Council Member Joyner to reappoint Alice Brewington, R. J. Hemby, and Lovella Perkins for a second three-year term expiring February 2014. Motion carried unanimously.

- Community Appearance Commission

Council Member Smith requested that the replacement for LaRonda Hodges be continued to March 2011.



- Historic Preservation Commission

Motion was made by Council Member Mercer and seconded by Council Member Joyner to appoint John Weitz for a first three-year term expiring January 2014, replacing Henry Doskey who did not wish to be reappointed. Motion carried unanimously.

- Public Transportation and Parking Commission

Motion was made by Council Member Smith and seconded by Council Member Joyner to appoint Warren Daniels for a first three-year term expiring January 2014, replacing Calvin Garris who did not wish to be reappointed and to appoint Charlie Neil Edwards for a first three-year term expiring January 2014, replacing Nancy Ray who did not wish to be reappointed. Motion carried unanimously.

- Recreation and Parks Commission

According to the Board and Commission Policy, the nomination for this vacancy is to be made by Council Member Smith. Motion was made by Council Member Smith and seconded by Council Member Joyner to appoint Franchine Taft to fill an unexpired term expiring May 2012, replacing deceased member, Billy All. Motion carried unanimously.

CONSENT AGENDA

Mr. Bowers introduced the following items on the Consent Agenda:

- Minutes from the September 20, October 11, October 14, and November 8, 2010 City Council meetings
- Resolution accepting dedication of rights-of-way and easements for Fire Tower Commercial Park, Phase 2 [Resolution No. 005-11]
- Contract for design of the Green Mill Run Greenway Phase II Extension
- Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center



- Resolution approving the extension of the lease agreement with the State of North Carolina for the first floor of the Lessie Bass Building located at 1100 Ward Street [Resolution No. 006-11]
- Resolution approving the extension of a lease agreement with Lucille W. Gorham Intergenerational Community Center, Inc. for the second floor of the Lessie Bass Building located at 1100 Ward Street [Resolution No. 007-11]
- Ordinance amending Greenville Utilities Commission's Water Capital Projects Budget for the Tar River Available Water Supply Project [Ordinance No. 11-007]
- Ordinance amending the Sewer Capital Project Budget and a reimbursement resolution relating to Greenville Utilities Commission's Wastewater Treatment Plant Headworks Improvement Project [Ordinance No. 11-008, Resolution No. 008-11]
- Multilingual welcome sign at Pitt-Greenville Airport
- Ordinance granting an extension of the time granted to The Rupp Group, LLC, d/b/a The Buccaneer Transportation Service, to establish a bus franchise [Ordinance No. 11-009]
- Budget ordinance amendment #7 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57) [Ordinance No. 11-010]

Council Member Joyner asked if any of the work for design of the Green Mill Run Greenway Phase II Extension was being done locally. He stated his preference that local contractors be utilized whenever possible.

Public Works Director Wes Anderson stated that Kimley Horne and Associates, Inc. of Raleigh had been deemed most qualified for the project and they were initially planning to partner with Rivers and Associates; however, they were unable to agree on terms. Kimley Horne is now partnering with a firm from Rocky Mount for the project.

Council Member Joyner stated he attended a meeting of the Airport Authority earlier in the day and reported that Airport Manager Jerry Vickers asked that it be clearly stated the beautiful multilingual (9 languages) welcome sign at Pitt-Greenville Airport was done at the request of the Human Relations Council.

Council Member Glover asked who made the initial agreement for the City to pay half the cost of this sign.



Mr. Bowers stated City staff has been working with the Airport for a couple years in anticipation of the new terminal. The suggestion was made that the sign would be an appropriate addition and the Airport stepped up to cover the cost at the front end without any significant thought to a final division of the expense. When the matter was addressed, it seemed appropriate to recommend the City assume half the cost since the recommendation was made by a City board.

There being no further discussion, Council Member Blackburn moved to approve all items on the consent agenda. Council Member Smith seconded the motion, which passed by unanimous vote.

NEW BUSINESS

PUBLIC HEARINGS

- Ordinance revising Title 11, Chapter 1 – Vehicles for Hire section of the City Code

Assistant City Attorney Bill Little gave a brief overview of current regulations and procedures associated with the application and approval process for vehicle for hire franchises. Those procedures were written in 1971, with minor revisions adopted in 1997. In response to concerns expressed by both citizens and franchise owners, a number of revisions are proposed to Title 11, Chapter 1 of the Greenville City Code relating to Vehicles for Hire. The proposed revisions have been drafted following an extensive review of similar ordinances and procedures in other cities (Asheville, Charlotte, Greensboro, Raleigh, Wilmington and Winston-Salem) and discussion with personnel in those cities about what works well for them and what does not. Proposed ordinance revisions have been presented to the taxi association and are designed to streamline procedures for obtaining a franchise to operate taxicabs or limousines and to place responsibility for oversight with the Police Department. Proposed revisions will add regulations for transport services and other vehicles for hire, update inspection and equipment requirements, add provisions related to the conduct of drivers, and clarify issues related to insurance requirements, suspensions and revocations. The proposed revision establishes limitations on the number of franchises in operation and sets a maximum number of vehicles allowed to operate under a single franchise.

Council Member Blackburn asked about current limitations on franchises and how Mr. Little arrived at the number proposed. She asked if the plan is to essentially establish a cap and wait until a franchise goes out of business before more are granted.



Mr. Little stated no limits are currently in effect on the number of franchises or the number of vehicles allowed. He referred to the many recent public hearings on franchise applications and the number of objections raised by existing franchise owners about the community's ability to support additional franchises. He stated the proposed limitations were based in part on recommendations by the taxi association and in part on limitations in other cities and would set a cap that, once met, would prohibit approval of additional franchises until the number dropped below that limit unless the City Council chose to increase the number based on changes in population or public indication that existing services were inadequate to support the need.

Following considerable discussion of proposed changes and clarification on how those changes might apply in a number of hypothetical situations, Mayor Dunn declared the public hearing for this matter open at 7:40 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, she then invited comment in opposition.

Israel Fornville – Courtesy Cab Company

Mr. Fornville stated his franchise has been in operation since 1999, but he has been a cabbie since 1990. He indicated he does support the proposed cap on the number of franchises, but feels a similar cap on the minimum size of a business is warranted. Many years ago, there was a stipulation that a franchise must operate at least 3 vehicles and have a 24 hour base of operations available. Mr. Fornville stated he has concerns about the required road testing of vehicles because officers conducting these inspections are not certified mechanics and because a franchise could easily be put out of business if no inspector was available when inspections became due. Mr. Fornville also expressed concern about the lack of a fare increase since 2002 in spite of significant increases in fuel costs and other operating expenses.

Hearing no one else who wished to speak on this matter, Mayor Dunn closed the public hearing at 7:52 pm.

Council Member Glover commented that the proposed revisions place significant burden on small business owners or those wishing to establish a small business in the form of a vehicle for hire franchise. She also expressed agreement about having required inspections be conducted by certified mechanics. She then made a motion to table consideration of proposed revisions to Title 11 pending further study. Council Member Joyner seconded the motion.

Council Member Smith asked that language related to the inspection process be designed to eliminate subjectiveness based on individual bias.



Council Member Blackburn suggested that fares be reviewed if no increase has been made since 2002. Taxicabs operating in Greenville reflect the character of the city and she said she would hope their condition would speak favorably to customers coming into the area from out of town.

Mayor Pro-Ten Kittrell stated he feels proposed revisions are close to what is needed, but tweaking of those areas already addressed will further improve the final version. He asked that the issues such as waiting for potential clients at ball games and procedures for transferring a franchise be addressed as well.

There being no further discussion, the motion to table proposed revisions to Title 11 pending further study was approved by unanimous vote.

- Resolution authorizing the sale of City-owned property located at 909 Douglas Avenue [Resolution No. 009-11]

Housing Administrator Sandra Anderson asked that the City Council consider authorizing the sale of City-owned property located at 909 Douglas Avenue to Ms. Martha M. Gorham at its fair market value of \$95,000, which was established by the City Council at its August 11, 2008 meeting. The property is a new construction three bedroom, two bath, single-family house. The prospective buyer has deposited the required earnest money and has been pre-approved by a mortgage lender for proposed closing on or after February 18, 2011.

Mayor Dunn declared the public hearing for this matter open at 8:16 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 8:17 pm.

Council Member Blackburn moved to adopt the resolution authorizing the sale of the aforementioned property at terms described by Ms. Anderson. Council Member Glover seconded the motion, which passed by unanimous vote.

- Proposed Fiscal Year 2011-2012 Annual Action Plan

Ms. Anderson stated the Community Development Department's Housing Division is in the process of identifying activities for the upcoming 2011-2012 fiscal year Annual Action Plan. As a requirement of receiving Community Development Block Grant (CDBG) and HOME Investment Partnership funds, the Housing Division must prepare the annual action plan every year of its 2008-2013 Consolidated Plan. The Consolidated Plan outlines scheduled activities and funding amounts.



Ms. Anderson further explained that the City of Greenville is an Entitlement City under the CDBG program and a Participating Jurisdiction under the HOME program. Those designations result in an annual formula allocation of CDBG and HOME funds to the City by the U.S. Department of Housing and Urban Development. As such, Entitlement Cities are required to hold two public hearings prior to the City Council's adoption of the Annual Action Plan. The first hearing held is considered a "planning" hearing to identify possible activities to be carried out in the program year.

Ms. Anderson stated Staff is submitting the following existing activities for consideration for the 2011-2012 Annual Action Plan as found in the Consolidated Plan:

- Administration
- Housing Rehabilitation
- Downpayment Assistance
- New Construction
- Acquisition of Substandard Property
- Public Services Activities
- Public Facility Improvements
- Demolition and Clearance

Staff further proposes the following new activities for 2011-2012:

- Affordable Rental Housing Production
- Economic Development
- Rental Rehabilitation Assistance

Ms. Anderson stated tonight's public hearing represents the first of the two required public hearings. After tonight's meeting, the Housing Division staff will take comments from the public and from the City Council and develop the Annual Action Plan draft. A second public hearing will be scheduled to receive comment on the draft Annual Action Plan, after which time, the City Council will be asked to consider adoption of the plan.

Mayor Dunn declared the public hearing for this matter open at 8:19 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 8:20 pm.

Council Member Blackburn moved to endorse existing components and proposed new activities by staff for the draft Action Plan. Council Member Glover seconded the motion, which passed by unanimous vote.



- Resolution to close a portion of Pitt Street south of Fourteenth Street and north of the Carolina Coastal Railway [Resolution No. 010-11]

Public Works Director Wes Anderson stated the area proposed for closure as being a portion of Pitt Street lying south of Fourteenth Street and north of the Carolina Coastal Railway. The Pitt Street crossing of Carolina Coastal Railway was removed during the construction of the new track at Fourteenth and Beatty Streets. The portion of Pitt Street requested to be closed only serves the properties of Norfolk Southern Railway Company. When this section of the street is closed, the abandoned right of way would become property of Norfolk Southern Railway Company. The City would maintain a drainage and utility easement upon the abandoned right of way.

Mr. Anderson stated that the City Council adopted a Resolution of Intent to close the street segment during their January 10, 2011 meeting and scheduled a public hearing on the matter for their February 10, 2011 meeting. All State-mandated advertising and notification requirements have been met.

Mayor Dunn declared the public hearing for this matter open at 8:21 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 8:22 pm.

Council Member Joyner moved to adopt the resolution to close a portion of Pitt Street south of Fourteenth Street and north of the Carolina Coastal Railway. Council Member Glover seconded the motion, which passed by unanimous vote.

PUBLIC COMMENT PERIOD

Mayor Dunn opened the public comment period at 8:23 pm and explained procedures to be followed by anyone who wished to speak.

Bob Thompson – 303-A Paladin Drive

Mr. Thompson, who serves as Advocacy Coordinator for Disability Advocates and Resource Center and as Chairman for the Advisory Board for Pitt Area Transit, stated he was involved in the Transportation and Parking Commission when the idea was established to work toward an intermodal transportation system for the City of Greenville. Much work was put into bringing in consultants to do a needs assessment. It was certainly determined that such a system is needed. After the needs assessment, much time was spent on site selection, with locations throughout the city being considered and all pros/cons being weighed. Mr. Thompson stated he saw on the Council's agenda that there is a contract pending for doing more work



and he urged the City Council to consider approval of that contract and to do all they possibly could for barrier removal to get on with establishing mass transit in Greenville.

As there was no one else present who wished to address the City Council, Mayor Dunn closed the public comment period at 8:26 pm.

OTHER ITEMS OF BUSINESS

- Resolution supporting the Pitt County Board of Health resolution for a comprehensive strategy to promote healthy eating and active living in Pitt County [Resolution No. 011-11]

Community Development Director Merrill Flood introduced Jo Morgan, Director of Health Education for Pitt County, who explained that the Pitt County Health Department received a \$1.3 million grant under the American Recovery and Reinvestment Act of 2009 to assist in development of jurisdiction-wide plans and programs to improve the health of citizens. The primary focus is to address the growing rates of obesity and increases in chronic diseases such as diabetes and heart disease.

Council Member Joyner moved to adopt the resolution supporting the Pitt County Board of Health resolution for a comprehensive strategy to promote healthy eating and active living in Pitt County. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

- Resolution adopting the Greenville Urban Area Bicycle and Pedestrian Master Plan [Resolution No. 012-11]

Transportation Planner Daryl Vreeland outlined boundaries of the Metropolitan Planning Organization (MPO), which is the area that will be impacted by the proposed plan, and he provided a brief synopsis of previous briefings to the City Council during the development stage for the plan. He then introduced Chuck Flink, Consultant with Greenways, Inc., who discussed components of the plan as presented for consideration by the City Council. He complimented the local community on its interest in the project and willingness to get involved.

Council Member Blackburn stated she is very excited to see this plan move forward not only in Greenville but the larger area encompassed by the MPO as well. She moved to approve the resolution adopting the Greenville Urban Area Bicycle and



Pedestrian Master Plan. Council Member Joyner seconded the motion, which passed by unanimous vote.

- Contract to complete the environmental assessment for the Intermodal Transportation Center

Assistant City Manager Thom Moton described the proposed site of the Intermodal Transportation Center as being two blocks bounded by Evans Street to the west, Cotanche Street to the east, 8th Street to the north and 9th Street to the south. Construction will be funded primarily through a Federal grant.

Mr. Moton stated the City currently has grants totaling \$2,867,772 for property acquisition and design. This sum includes both the State and City matching funds. The City, prior to beginning the acquisition and design process, must complete the appropriate studies required by the National Environmental Protection Act (NEPA). Initial guidance from the Federal Transit Agency (FTA) was that a categorical exclusion document should be sufficient to meet the NEPA requirements.

The City contracted with Moser/Mayer/Phoenix and Associates (MMPA) to perform a site selection and conceptual design study. MMPA organized their consultant team to complete this scope of work. FTA's guidance on the required NEPA documentation changed as MMPA progressed with their work. The extent of the work required to complete the environmental assessment was beyond the scope of the work with MMPA.

Staff, after reviewing the status of the document and FTA requirements, determined that there were two options. The City could amend the contract with MMPA or issue a request for qualifications to obtain a consultant to complete the environmental assessment. Staff's analysis determined that it was in the City's best interest to issue a request for qualifications.

A request for qualifications was announced, and five firms with experience in environmental assessments were contacted directly. The identified scope of work in the request for qualifications included:

- Review current environmental assessment and complete the documentation in order to obtain FTA's concurrence with the document
- Complete Section 106 coordination and potentially Section 4(f) evaluation if determined necessary.
- Assist in resolving use for Jones-Lee House.



- Assist with the efforts to modify the Memorandum of Agreement (MOA) with the FTA, NCDOT, City of Greenville and NC State Historic Preservation Office (SHPO) as part of the Section 106 process.
- Assist in resolving any issues with FTA.
- Prepare Findings Document upon completion of environmental assessment.

One firm, Martin/Alexiou/Bryson (MAB), P.C., submitted a proposal. Staff has reviewed MAB's qualifications and determined that they and their team of sub-consultants are more than qualified to perform the work required by the City.

The team includes MMPA, and Mattson, Alexander and Associates, Inc., whose specialty is historic preservation and historic consultant services. Additionally, MAB performed the initial feasibility study for the Intermodal Transportation Center so they are already familiar with the project. Staff has coordinated with the FTA on the limited number of firms proposing, and their representative has stated that there are no issues with only receiving one proposal.

Staff has completed negotiations with MAB. Their proposed fee is \$57,033.28. In coordination with the consultant, staff has determined that there are still many unknown requirements which will not be identified until after their initial meeting with the NC SHPO and FTA. Staff and the consultant will review the scope of work after the initial meeting with SHPO and FTA to determine if additional requirements support a modification of the contract. If there are sufficient changes, staff will negotiate any changes to the scope of work and will recommend an amendment to the contract.

Mr. Moton stated grant funds are available in the amount of \$62,500. The City's 10% match requirement will be funded from the Intermodal Transportation Center's capital account. This grant was awarded to the City specifically for the Intermodal Transportation Center project. He recommended that the City Council consider awarding a contract in the amount of \$57,033.28 to Martin/Alexiou/Bryson, P.C. to complete the environmental assessment for the Intermodal Transportation Center.

Mayor Pro-Tem Kittrell expressed concern that the consultant has exceeded the scope of work funded with taxpayer money. This issue has been going on for about 3 years, and while he understands there has been an issue with an historic house, before he can vote to support this, he needs to see a realistic timeline for project completion.

Council Member Mercer asks for clarification on what is at stake on this vote. He asked specifically if the City Council would be risking \$800,000 in potential Federal money if it failed to move forward on this.



Mr. Moton stated the Federal grant will expire in September and Greenville's share has already been budgeted, but failure to award the contract tonight makes it unlikely that the environmental assessment will be completed. If not done, the City would lose grant funding unless Congressman G. K. Butterfield succeeds in getting legislation approved to extend the earmark.

Mayor Pro Tem-Kittrell stated the current sense of urgency bothers him when this information was just presented to the City Council. He questioned why the material wasn't provided sooner and why the need was not urgent before now.

Mr. Moton stated that each year, the City works against the clock to secure grant funds. There has always been a sense of urgency, but acknowledged he may not have stressed it sufficiently. There is a significant amount of work that must be reviewed; not in a panicked state but in a very methodical approach. That's what Staff has done thus far, even though it does seem as if this is taking an inordinate amount of time. The time intensiveness is that there is a specified process that must be followed, and consultant processes between fed and state agencies.

Council Member Blackburn stated to make this as simple as possible, this is a big, complex project, and she is sure her fellow Council members have an interest in seeing it move forward. There is significant pressure on elected officials to insure they are being responsible with tax dollars. In this case, most of the funding comes from Federal money with the City paying only about 10%. As she understands it, this additional study has to do with additional Federal requirements.

Mayor Dunn stated the larger question is whether the City Council wants an intermodal transit center, and if so, whether the proposed site is the right site. If the project stops now, all that has been done up to this point is wasted.

Council Member Mercer stated since he has an interest in mass transit, he has been following this project closely and he feels it has been handled openly and fairly thus far. If this was City of Greenville money, the center likely would have already been built, but it is Federal money, which makes the process more complicated. Elected officials should always be careful with taxpayer money, but he hopes no one would vote on principal against this when it is funded with Federal money. Council Member Mercer stated he supports the project and feels the Intermodal Transportation Center, once completed, will serve Greenville for decades into the future at all socioeconomic levels. Council Member Mercer then moved to award the contract for completion of an environmental assessment for the Intermodal Transportation Center. Council Member Blackburn seconded the motion.



Mayor Pro-Tem Kittrell stated everyone here voted in favor of the Intermodal Transportation System, but said he wants to insure the money is spent wisely. He stated he does not see this being a huge problem if a vote doesn't happen at this meeting. If funding is lost, it will be because the Consultant can't do the job.

Council Member Blackburn stated she appreciates Mayor Pro-Tem Kittrell's concern about the money spent so far and the complications that have occurred, but this is a worthy project and there is much public buy-in. She strongly urged her fellow Council Members to approve and act with expediency to keep this moving.

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

- Recommendation to approve the list of highway projects for inclusion in the Metropolitan Planning Organization's (MPO) transportation improvement project priority list

Mr. Vreeland discussed new methodology and the tentative timeline for development of the bi-annual transportation project priorities list which was adopted by the North Carolina Department of Transportation (NCDOT) in January. He described how this new methodology would impact Greenville and how are ranked. He provided the City Council with a list of non-prioritized highway projects for the City Council to recommend to the MPO for inclusion in their transportation improvement priority list.

Council Member Joyner moved to recommend the list of non-prioritized highway projects to the MPO for inclusion in their transportation improvement priority list. Council Member Joyner seconded the motion, which passed by unanimous vote.

- Acquisition of property for construction of a new road near the West Dudley Street railroad crossing

Mr. Bowers stated the interagency agreement implementing recommendations of the Greenville Traffic Separation Study was approved by all parties on November 20, 2010. This agreement includes the closing of five existing at-grade railroad crossings on City streets. Three of the crossings are on the CSX rail line which runs generally north-south through the City and two are on the Norfolk-Southern rail line which runs generally west-east through the City.

Mr. Bowers stated the following is a list of the at-grade crossings will be closed:



- CSX: W. Gum Road, W. Dudley Street, Alley Street
- Norfolk-Southern: Pitt Street, Skinner Street

The Pitt Street crossing has a nearby alternative (Beatty Street) that provides similar access. Pitt Street is effectively closed due to the construction of the new railroad wye. Two of the crossings, based on their locations, do not have any options for alternative routes to provide similar access once the crossings are closed. These locations are:

- Skinner Street - Norfolk-Southern rail line blocks any other option except Hooker Road to the west and Beatty Street to the east
- Alley Street – CSX rail line blocks any other option except Dickinson Avenue to the south and West 5th Street to the north.

Two areas have impacts that can be minimized when their at-grade crossing is closed. When the at-grade crossing at W. Dudley Street is closed, residents of the West Meadowbrook area will only have access to the east via Legion Street which is the west end of the development to Old River Road to Airport Road. The other area is W. Gum Street between Memorial Drive and Greene Street. In order for residents in this area to go east, they will have to go north on Memorial Drive to turn east onto W. Belvoir Road. Access to the east can be improved for these two groups of residents by constructing connector streets from W. Dudley Street and W. Gum Road to Airport Road.

The City presently has an existing right-of-way north of Airport Road to W. Gum Street. The City will have to coordinate its use with CSX as it is an overlapping right-of-way. To construct the road from W. Dudley Street to Airport Road, the City must obtain right-of-way. To obtain the land for this right-of-way, the City must acquire two parcels. One parcel (PN 39038) does not have any buildings on it. The other parcel (PN 39432) has one building. This building is unusable as it was heavily damaged by Hurricane Floyd and must meet current City flood damage prevention ordinances if it is repaired. The City had the properties appraised, provided copies of the appraisals to the owners, and entered into negotiations. The City has completed negotiations with the owners of the two parcels and the agreed-upon price for parcel number 39038, the property without the building, is \$47,500. This amount is the greater of the appraised value (\$47,500) and the tax value (\$28,500). The agreed-upon price for the parcel with the building (PN 39432) is \$23,627. This amount is 10% above the greater of the appraised value (\$12,500) and the tax value (\$21,536). Total estimated cost of constructing the road, including purchase of property is \$411,127.

Mr. Bowers stated Staff recommends that the City Council approve purchase of the two parcels. Funding required to construct the two sections of road will be identified later and submitted for approved by the City Council at that time.



Council Member Joyner moved to approve acquisition of property for construction of a new road near the West Dudley Street railroad crossing. Council Member Blackburn seconded the motion, which passed by unanimous vote.

- Consultant for redistricting project

City Attorney Dave Holec stated that Census data is required by law to be provided to the City no later than April 1, 2011. Upon receipt of the data, a determination will need to be made as to whether population changes within Greenville require the redrawing of district lines which are utilized to elect Council Members. If a determination is made that the district lines must be redrawn in order to comply with the constitutional requirement of one-person, one-vote, then the City will need to redistrict and have the redistricting plan precleared by the United States Department of Justice in sufficient time to be implemented prior to the commencement of the filing period for candidates for municipal office.

A consultant to assist in the City's redistricting project will need to be retained. The consultant will have the tools and skills necessary to assess and apply the census data in order to determine whether redistricting is required and to develop a redistricting plan.

The School of Government provided the names of redistricting consultants consisting of North Carolina law firms which will be able to provide legal advice on redistricting, as necessary, and have the redistricting software to prepare the necessary maps. These were contacted and requested to provide information on their qualifications and the manner they would structure a redistricting project for Greenville as to planned work and fee structure. Responses were received from two law firms--Tharrington Smith, LLP, and Mel Black and Associates. The consultant which assisted the Pitt County School Board in their recent redistricting effort was also contacted, but they responded that they would not be able to assist in this project.

Tharrington Smith, LLP, has extensive experience with redistricting, having assisted 33 local jurisdictions (including 14 City Councils) following the 2000 census. They have proposed a flat fee arrangement in the amount of \$12,500 which includes the services necessary to accomplish the project. If additional services are required beyond those specified, additional rates are specified in their proposal.

Mel Black & Associates will be providing redistricting services for the initial time when the 2010 census results are released. Chris Heagarty is their lead attorney in this effort, and he is a former State Representative and the former Executive Director for the North Carolina Center for Voter Education. They have proposed a flat fee arrangement in the amount of \$9,500, which includes the services necessary to accomplish the project. If additional services are required beyond those specified, additional rates are specified in their proposal.



Mel Black & Associates has submitted the least expensive proposal, however, there is no requirement that the City Council retain the firm which submits the lowest proposal since the contract is for the provision of a service. Tharrington Smith, LLP, has more experience in redistricting than Mel Black & Associates; however, both law firms have the ability to provide the services necessary to accomplish the project.

Mr. Holec stated after consideration of the proposals, it is recommended that Mel Black & Associates be retained as the consultant for the redistricting project. Once a consultant is retained, the next step will be City Council consideration and approval of the criteria to be utilized by the consultant in developing the redistricting.

Council Member Mercer moved to accept the City Attorney's recommendation to retain Mel Black & Associates for the redistricting project. Council Member Blackburn seconded the motion, which passed by unanimous vote.

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

Mr. Holec stated the North Carolina General Assembly reconvened on January 26th and it is now appropriate for the City Council to determine issues and local acts it wishes to pursue with the City's legislative delegation.

Mr. Holec stated he has provided resolutions for the following issues and asked that each item be voted upon separately:

Preservation of Municipal Revenue Sources [Resolution No. 013-11]

Support efforts to preserve the existing revenue sources of cities. A major issue of the 2011 Session will be approval of the budget for the State. There will be a significant revenue shortfall for the State, which will need to be addressed. This will result in either a reduction of State expenditures or an increase in State revenues. In past sessions, proposals were considered which involved transferring municipal revenue sources to State revenue sources. Cities are reliant upon these revenue sources in order to provide services to their citizens. Any transfer of municipal revenue sources from cities will result in passing the State's budget problems on to cities. Cities, in turn, would then be required to either reduce services provided to citizens or increase revenues. It is important that existing municipal revenue sources be preserved.

Council Member Mercer moved to adopt a resolution related to preservation of municipal funding sources as recommended by the City Attorney. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Update of Current Law on City-Initiated Annexation [Resolution No. 014-11]



Support the enactment of reasonable adjustments to the current law on City-initiated annexation while retaining the general framework and principles of the current law. North Carolina's annexation laws have helped keep tax rates low for city residents and businesses, attract new jobs, and protect property values, the environment, and bond and credit ratings. Cities provide services and amenities such as transportation, public safety, recreation, economic development, shopping, and jobs which benefit not only city residents, but also those living outside the city. The current law is based on the principle that urban areas near a city which benefit from city services and amenities should become a part of the city and help pay for the cost of the benefits which they are enjoying. The North Carolina League of Municipalities has pledged to work with legislators to develop reasonable amendments to the law. However, opponents to City-initiated annexations are seeking more extensive amendments which would result in many appropriate annexations not being accomplished. It is important that cities maintain the ability to annex on their own initiative when the area is developed to specified urban standards and the city is committed to providing municipal services.

Council Member Blackburn moved to adopt a resolution related to update of the current law on City-initiated annexation as recommended by the City Attorney. Council Member Smith seconded the motion, which passed by unanimous vote.

Enforcement of ABC Laws by Local Law Enforcement

Seek legislation to grant more flexible authority for local law enforcement officers to enforce ABC laws. There is a need to supplement and enhance the enforcement efforts of the ABC laws. There are a limited number of ABC officers and ALE officers. In Pitt County there are only 3 ABC officers and in the 9-county ALE district which includes Pitt County, there are 6 ALE officers, a supervisor and a deputy supervisor. This limited number of ABC and ALE officers is not sufficient to adequately enforce the ABC laws with the number of permitted establishments and the geographic area involved. Local law enforcement involvement would provide additional resources to enforce the ABC laws. Compliance with the ABC laws by establishments would reduce the likelihood of illegal activities at the establishments and potential violence.

Council Member Joyner moved to delay a vote on this issue and the issue relating to revenue sources from establishments having ABC permits to the February 21, 2011 Council Meeting. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

Local Act: Revenue Source from Establishments Having ABC Permits

Seek legislation to provide the authority for the City of Greenville to levy a tax or fee on the sale of alcoholic beverages at all or a class of establishments having ABC permits with the proceeds being dedicated for law enforcement purposes. The City of Greenville is required to expend significant resources to address the adverse impacts caused by certain establishments which have ABC permits. The City of Greenville incurs annual



expense of approximately \$500,000 for law enforcement personnel in order to maintain public safety in the downtown area due to the concentration of private clubs in the downtown area. It is equitable to fairly apportion the expense borne by the City of Greenville to the establishments causing the need for the expenditure.

A vote on this item was continued to February 21, 2011 by City Council action taken in conjunction with the previous item.

Local Act: Protection of Email Subscriber Lists [Resolution No. 015-11]

Seek legislation which provides that an email address list of individual subscribers maintained by the City of Greenville is opened to public inspection but a copy of the list is not required to be provided. Under current law, upon receipt of a public records request, the City would be required to provide copies of its email address lists of individual subscribers to a requester. Wake County, Yadkin County, and certain local governments in Wake County received a local act (Session Law 2010-83) preventing this. Adding Greenville to the coverage of this local act would improve the effectiveness of these lists as communications resources and reduce the privacy concerns of citizens.

Council Member Blackburn moved to adopt a resolution related to protection of email subscriber lists as recommended by the City Attorney. Council Member Mercer seconded the motion, which passed by unanimous vote.

East Carolina University School of Dental Medicine [Resolution No. 016-11]

Support East Carolina University in its efforts to receive the start-up operating funds necessary for the ECU School of Dental Medicine. The new School of Dental Medicine must have \$3.5 million of recurring operating funds in FY 11-12 and \$1.5 million in FY 12-13 in order to open the school and begin serving students in the Fall of 2011. The School of Dental Medicine will have a significant economic impact on the City of Greenville and provide dental services to underserved populations of North Carolina. The information sheets for ECU's Legislative Priorities for 2011-2013 are attached.

Mayor Pro-Tem Kittrell moved to adopt a resolution related to the ECU School of Dental Medicine as recommended by the City Attorney. Council Member Mercer seconded the motion, which passed by unanimous vote.

- Auditor's management letter for fiscal year ended June 30, 2010

Council Member Joyner stated he requested this item be placed on the agenda and in so doing, he was advised that he needed support of another Council Member to place the item on the agenda. He stated he was surprised by this development because in previous situations, he had been able to add things to the agenda by way of an email or telephone call to the City Manager. He asked if there was a written



policy in place to address procedures for elected officials to follow to schedule items for consideration at a City Council meeting. He was told there was not a written policy, but a number of standard practices were generally followed.

Discussion among Council Members suggested there were differences in understanding about procedures they should follow with regard to scheduling items for consideration at the City Council meeting. Upon consensus by City Council Members, the City Attorney was asked to prepare a draft policy for consideration at the March 3, 2011 City Council meeting which would establish procedures for Council Members to have items placed on the agenda for consideration.

Returning to the original discussion topic, Council Member Joyner expressed concern over the time that elapsed between items being mailed by the Auditors to the City and when that information was provided to the City Council. In reviewing that information, he had concerns about overtime expenditures in general as well as overtime expenditures in particular within the Police Department. He moved that relevant information on these expenditures be developed for presentation to the City Council at a near-future City Council meeting. Council Member Mercer seconded the motion, which passed by unanimous vote.

- Additional One-Stop early voting site for 2011 municipal election

City Clerk Carol Barwick stated she received a letter from the Pitt County Board of Elections inquiring as to whether the City would like to host an additional One-Stop site for early voting in the 2011 municipal election. In accordance with the 2009 agreement regarding conduct of municipal elections, two One-Stop sites will be in operation from October 20th through November 5th with operational costs being shared proportionally by all Pitt County municipalities based on their number of registered voters. Those sites are located at the Pitt County Agricultural Center and the Center at Alice F. Keene Park.

Ms. Barwick stated a municipality has the option to request an additional One-Stop site located within their jurisdiction and, if approved, said municipality shall be responsible for all expenses related to its operation. The City hosted one additional One-Stop site in 2009 at the Municipal Building for a period of 5-1/2 days. The cost was \$2,404.92, or about \$400 per day. It is expected that costs for 2011 would be similar.

Council Member Joyner moved to request the Board of Elections provide a cost estimate for one additional One-Stop early voting site at the Municipal Building or other appropriate site to operate on a comparable schedule to that of the 2009 municipal election. Council Member Smith seconded the motion, which passed by unanimous vote.



COMMENTS FROM MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

City Manager Bowers stated everyone had been contacted about the need to schedule a joint meeting with the Greenville Utilities Commission (GUC) to discuss options for Other Post Employment Benefits (OPEB).

Council Member Joyner moved to schedule a joint meeting with GUC on Thursday, February 17, 2011 at 12:00 pm in the GUC Board Room on the second floor of their facility located at 401 S. Greene Street in Greenville. Council Member Blackburn seconded the motion, which passed by unanimous vote.

Mr. Bowers also reminded the City Council of the February 21, 2011 meeting at 6:00 pm to continue discussion of items from the January 29, 2011 planning session.

ADJOURNMENT

Council Member Mercer moved to adjourn the meeting, seconded by Council Member Joyner. There being no further discussion, the motion passed by unanimous vote and Mayor Dunn adjourned the meeting at 11:49 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Text addition to minutes from the November 8, 2010 City Council meeting

Explanation: The "Appointments" section was inadvertently omitted from minutes drafted by the City Clerk and subsequently approved by the City Council for the November 8, 2010 City Council meeting.

Nominations for upcoming appointments are typically made during Monday City Council meetings, followed by a vote on those nominations at the City Council meeting held on Thursday of the same week. In this case, nominations were made and approved by the City Council at the same meeting because only one meeting was held that week due to the Veteran's Day holiday falling on Thursday, November 11, 2010.

A proposed text addition is provided herewith to reflect the necessary correction to these minutes. Text appearing in red represents the addition, while text in black is shown to identify where within the original minutes this addition will be made.

Fiscal Note: There is no direct cost to the City.

Recommendation: Review and approve the proposed addition to the minutes of the November 8, 2010 City Council meeting and authorize the City Clerk to make the necessary correction to the official copy of said minutes.

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

Attachments / click to download

 [Proposed addition to November 8 2010 City Council minutes 894071](#)

•-----•
APPROVAL OF THE AGENDA
•-----•

City Manager Wayne Bowers stated the Council had been provided copies at their seats of a request received that afternoon from John F. Moyer, Sr., property owner, requesting that Item 9 on the agenda, amendment to the future land use map, be carried over until the December 6th Council meeting.

Council Member Joyner moved to approve the agenda with change presented by the City Manager. Council Member Mercer seconded the motion, which passed by unanimous vote.

•-----•
APPOINTMENTS
•-----•

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Motion was made by Council Member Smith and seconded by Council Member Joyner to appoint Karalee Coughlin to fill an unexpired term expiring February 2012, replacing Brian Becker who resigned; to appoint Sterling Reid to fill an unexpired term expiring February 2012, replacing Latisha Harris who resigned; and to continue the replacement of Craig Rouse, the Alternate member, who resigned.

Community Appearance Commission

Council Member Smith continued the replacement of LaRonda Hodges until December.

Police Community Relations Committee

Council Member Glover continued the replacement of Bari Muhammed until December.

Council Member Blackburn announced the reappointment of Patricia Peralion for a second two-year term expiring October 2012.

APPOINTMENTS TO CABLE TELEVISION GOVERNMENT ACCESS CHANNEL AD HOC ADVISORY COMMITTEE

City Manager Bowers announced the three appointments to this committee:

- Mayor Pro-Tem Kittrell appointed Mary Adele Grier.
- Council Member Mercer appointed Cherie Speller.
- Mayor Dunn appointed Beth Winstead.

•-----•
CONSENT AGENDA
•-----•

Mr. Bowers introduced the following items on the Consent Agenda:



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Resolution accepting dedication of rights-of-way and easements for Allen Ridge Subdivision, Section Two

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Allen Ridge Subdivision, Section Two (Map Book 68 at Pages 153-154). A resolution accepting the dedication of aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

Fiscal Note: Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2010-2011 budget.

Recommendation: Adopt the attached resolution accepting dedication of rights-of-way and easements for Allen Ridge Subdivision, Section Two.

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

Attachments / click to download

- [Allen Ridge Section Two](#)
- [April 2011 Right of Way Resolution 893226](#)

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

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

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

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

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

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

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

Allen Ridge Subdivision Section Two Map Book 68 Pages 153-154

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

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

Adopted the 11th day of April, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

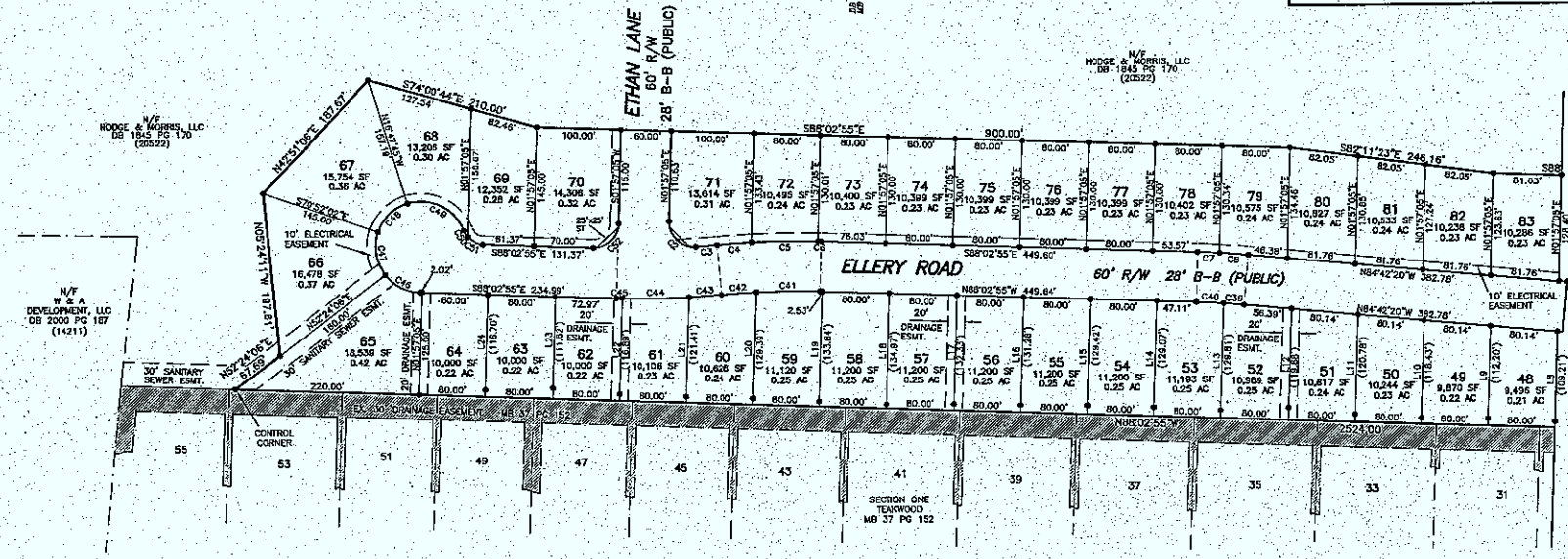
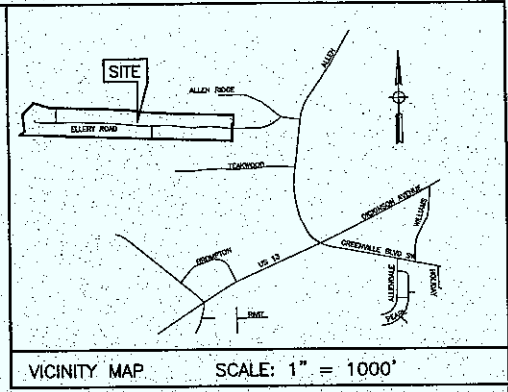
SITE DATA

TOTAL AREA 18.21 AC.
 NUMBER OF LOTS CREATED 56
 AREA IN COMMON AREAS 0
 AREA IN PARKS, RECREATION AREAS
 CEMETERIES AND THE LIKE 0

Doc ID: 0414091092 Type: CO
 Recorded: 08/10/2007 at 12:20:08 PM
 Fee Amt: \$42.00 Page 1 of 2
 Pit County, NC
 2007 Part Register of Deeds
BK 68 PG 153-154

- NOTES**
- AREAS COMPUTED BY COORDINATE CALCULATIONS
 - NO GRID MONUMENT FOUND WITHIN 200'
 - ALL DISTANCES SHOWN ARE HORIZONTAL
 - ALL RIGHT-OF-WAYS ARE PUBLIC UNLESS NOTED OTHERWISE
 - IRONS SET AT ALL CORNERS
 - NO CEMETERIES VISIBLE ON THIS PROPERTY
 - NO WETLANDS WERE DELINEATED ON THIS PROPERTY
 - THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA
 - COMMUNITY PANEL NO. 3720466700 J PITT COUNTY, DATED NOVEMBER 3, 2004.
 - THIS PROPERTY IS NOT LOCATED IN A PROTECTED WATERSHED AREA
 - THIS PLAT IS SUBJECT TO ALL EASEMENTS, AGREEMENTS AND RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT.
 - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THEREOF, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRoACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE.

LINE	BEARING	LENGTH
L1	S01°57'05"W	110.36
L2	S01°57'05"W	107.76
L3	S01°57'05"W	111.86
L4	S01°57'05"W	132.17
L5	S01°57'05"W	138.97
L6	S01°57'05"W	128.44
L7	S01°57'05"W	120.88
L8	N01°57'05"E	116.37
L9	N01°57'05"E	131.04
L10	N01°57'05"E	125.71
L11	N01°57'05"E	130.39
L12	N01°57'05"E	135.06
L13	N01°57'05"E	133.44
L14	N01°57'05"E	140.00
L15	N01°57'05"E	140.00
L16	N01°57'05"E	140.00
L17	N01°57'05"E	140.00
L18	N01°57'05"E	140.00
L19	N01°57'05"E	140.00
L20	N01°57'05"E	136.92
L21	N01°57'05"E	178.88
L22	N01°57'05"E	125.02
L23	N01°57'05"E	125.00
L24	N01°57'05"E	125.00



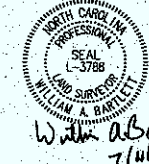
NOTE: DISTANCES SHOWN IN () ARE DISTANCES FROM IRON AT R/W TO REFERENCE IRON ALONG PROPERTY LINE.

CERTIFICATION

I, William A. Bartlett, certify that this survey creates a subdivision of land within an area of a county or municipality that has an ordinance that regulates parcels of land.

I, William A. Bartlett, certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of precision as calculated by latitudes and departures is 1/10,000; that the boundaries not surveyed are shown as broken lines plotted from information found in Book 68, Page 153-154 of the Register of Deeds for the County of Pitt, North Carolina, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 7/11/07 day of JULY, 2007.

William A. Bartlett
 Professional Land Surveyor L-3788



REVIEW OFFICER'S CERTIFICATE

I, Andrew Thomason, Review Officer of Pitt County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Reviewed on 8/10/07 day of AUGUST, 2007.

Andrew Thomason
 Review Officer L-58

NORTH CAROLINA, PITT COUNTY
 Filed for registration this 11 day of JULY, 2007, at 10:00 o'clock AM,
 Judy Turk, Register of Deeds

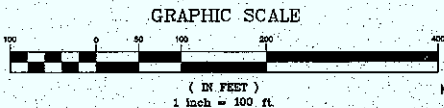
By: _____
 Register of Deeds

SHEET 1 OF 2
FINAL PLAT PARCEL #20522

ALLEN RIDGE SUBDIVISION
 SECTION TWO

REFERENCE: MAP BOOK 62 PAGE 102 OF THE PITT COUNTY REGISTRY
 DEED BOOK 1845 PAGE 170

GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA



OWNER: HODGE & MORRIS, LLC.
 ADDRESS: 1708 TRAWICK ROAD, SUITE 209
 RALEIGH, N.C. 27604
 PHONE: (919) 369-1443

BARTLETT ENGINEERING & SURVEYING, PC
 1805 HICK STREET NORTH
 WILSON, N.C. 27603-1726
 TELE: (252) 380-0704

DATE: APRIL 2007 PROJECT: 04-432
 SCALE: 1" = 100' CLIENT: HODMOR
 DRAWN: LR DWG FILE: 04432FP1
 SURVEYED: KP, JB

SOURCE OF TITLE

This is to certify that the last instrument(s) in the chain of title(s) of this property as recorded in the Pitt County Registry at Greenville, North Carolina is:

Deed Book 1845	Page 170
Deed Book 1250	Page 111
Deed Book 1059	Page 692
Deed Book 1061	Page 572
Deed Book 908	Page 647

NC Registration No. L-3788

OWNERS STATEMENT

This is evidence that this subdivision is made at the request of

c. Ralph Hodge
 sworn and subscribed before me this 11 day of July, 2007.

Debra Capps
 Notary Public
 My commission expires: 4/20/2011

APPROVAL

This Final Plat No. 07-54 was approved by the Subdivision Review Board in accordance with Title 8, Chapter 5 of the Greenville City Code the 22 day of MAY, 2007.

Signed *W. A. Bartlett*
 City Planner

DEDICATION

The undersigned hereby acknowledges this plot and allotment to be their free and clear deed, and hereby dedicates to public use as streets, parks, playgrounds, open spaces and easements forever all areas so shown or so indicated on said plat.

Signed: *C. Ralph Hodge*
 Attest: _____

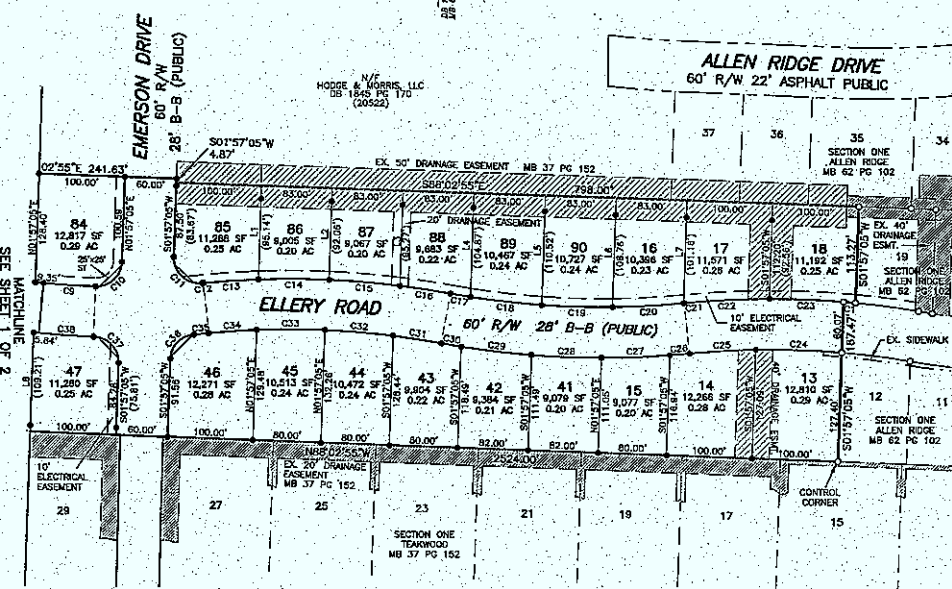
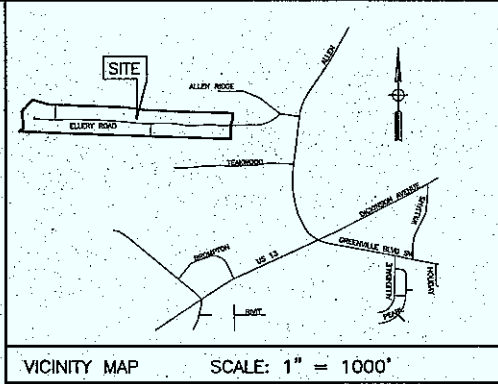
SITE DATA

TOTAL AREA 18.21 AC.
 NUMBER OF LOTS CREATED 56
 AREA IN COMMON AREAS 0
 AREA IN PARKS, RECREATION AREAS 0
 CEMETERIES AND THE LIKE 0

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING	CHORD BEARING
C1	14.62	1030.00	624.47	7.01	N89°52'28"W
C2	50.02	30.00	59.127	33.04	S42°48'43"E
C3	26.30	970.00	172.02	12.55	S85°40'00"E
C4	42.18	1030.00	122.46	21.10	S86°56'16"E
C5	89.08	1030.00	677.19	40.07	S88°20'13"E
C6	3.87	1030.00	63.14	1.35	S89°00'00"E
C7	28.43	1030.00	128.12	13.32	S87°18'27"E
C8	33.73	1030.00	136.35	18.87	S85°24'32"E
C9	89.83	970.00	228.30	30.42	S85°30'30"E
C10	45.99	30.00	89.454	23.87	S46°48'37"E
C11	51.10	30.00	97.389	34.28	S48°20'20"E
C12	1.85	970.00	108.36	0.82	N84°19'12"E
C13	64.50	1030.00	232.22	32.29	S88°03'04"E
C14	83.86	1030.00	437.14	41.55	S89°24'24"E
C15	83.12	1030.00	432.25	41.86	S89°15'11"E
C16	39.58	1030.00	170.12	30.20	S81°14'22"E
C17	23.67	970.00	123.84	11.85	S82°16'17"E
C18	83.30	970.00	490.12	41.67	S83°25'41"E
C19	20.03	970.00	124.13	11.34	S89°20'38"E
C20	83.37	970.00	490.28	41.71	S83°45'11"E
C21	0.71	970.00	100.21	0.35	N84°15'21"E
C22	89.20	1030.00	439.46	48.89	S87°20'36"E
C23	86.62	1030.00	442.02	43.04	S87°49'29"E
C24	100.04	970.00	454.34	50.67	S88°15'25"E
C25	27.81	970.00	130.03	30.82	S89°11'47"E
C26	24.52	1030.00	116.32	11.47	S89°52'25"E
C27	80.24	1030.00	427.46	40.14	S87°44'43"E
C28	101.52	1030.00	533.89	41.67	S88°13'17"E
C29	82.31	1030.00	454.51	41.15	S87°19'15"E
C30	24.91	1030.00	118.28	11.78	S89°13'40"E
C31	87.12	970.00	492.82	48.57	S84°19'28"E
C32	80.11	970.00	443.62	40.65	S85°18'43"E
C33	80.67	970.00	443.47	40.66	S87°27'28"E
C34	56.45	970.00	326.65	35.51	S85°19'28"E
C35	17.49	1030.00	158.22	8.74	S86°44'33"E
C36	43.92	30.00	84.133	28.67	S42°30'22"E
C37	47.24	30.00	90.112	30.12	S42°30'22"E
C38	54.89	1030.00	133.34	32.05	S86°29'13"E
C39	23.73	970.00	124.93	11.89	S89°24'18"E
C40	23.43	970.00	124.92	16.97	N87°04'30"E
C41	72.55	970.00	434.11	35.80	S88°39'24"E
C42	47.33	970.00	240.29	30.52	S88°06'26"E
C43	38.10	1030.00	174.79	19.52	S89°15'42"E
C44	80.16	1030.00	427.21	40.67	S88°12'37"E
C45	7.83	1030.00	63.14	2.01	S89°00'00"E
C46	48.44	55.00	100.222	25.91	S86°42'38"E
C47	54.46	55.00	104.322	26.70	S89°17'02"E
C48	21.92	55.00	50.000	21.07	S45°10'00"E
C49	83.28	55.00	164.334	81.84	S83°26'39"E
C50	8.64	25.00	39.473	4.36	S82°58'30"E
C51	21.62	25.00	48.114	11.84	S83°10'00"E
C52	47.12	30.00	80.000	30.00	S45°57'02"E

- NOTES**
- AREAS COMPUTED BY COORDINATE CALCULATIONS
 - NO GRID MONUMENT FOUND WITHIN 200'
 - ALL DISTANCES SHOWN ARE HORIZONTAL
 - ALL RIGHT-OF-WAYS ARE PUBLIC UNLESS NOTED OTHERWISE
 - IRONS SET AT ALL CORNERS
 - NO CEMETERIES VISIBLE ON THIS PROPERTY
 - NO WETLANDS WERE DELINEATED ON THIS PROPERTY
 - THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA COMMUNITY PANEL NO. 3720466700 J PITT COUNTY, DATED NOVEMBER 3, 2004.
 - THIS PROPERTY IS NOT LOCATED IN A PROTECTED WATERSHED AREA
 - THIS PLAT IS SUBJECT TO ALL EASEMENTS, AGREEMENTS AND RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT.
 - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE.

Doc ID: 031499510002 Type: CRP
 Recorded: 06/10/2007 at 12:20:05 PM
 Fee Amt: \$40.00 Page: 1 of 2
 Pitt County, NC
 Judy J. Tart, Registrar of Deeds
 Br 68 Pg 153-154



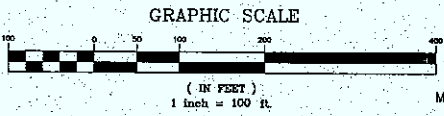
LEGEND

- NEW IRON PIPE
- EXISTING IRON PIPE

LINE TABLE

LINE	BEARING	LENGTH
L1	S01°57'05"W	113.33
L2	S01°57'05"W	107.75
L3	S01°57'05"W	111.86
L4	S01°57'05"W	123.17
L5	S01°57'05"W	128.82
L6	S01°57'05"W	128.44
L7	S01°57'05"W	126.88
L8	N01°57'05"E	116.37
L9	N01°57'05"E	121.04
L10	N01°57'05"E	125.71
L11	N01°57'05"E	130.39
L12	N01°57'05"E	135.05
L13	N01°57'05"E	139.74
L14	N01°57'05"E	144.00
L15	N01°57'05"E	140.00
L16	N01°57'05"E	140.00
L17	N01°57'05"E	140.00
L18	N01°57'05"E	140.00
L19	N01°57'05"E	140.00
L20	N01°57'05"E	136.80
L21	N01°57'05"E	128.50
L22	N01°57'05"E	125.02
L23	N01°57'05"E	125.00
L24	N01°57'05"E	125.00

NOTE: DISTANCES SHOWN IN () ARE DISTANCES FROM IRON AT R/W TO REFERENCE IRON ALONG PROPERTY LINE.



Professional Seal for William A. Bartlett, Professional Land Surveyor, License No. L-3788, dated 7/11/07.

CERTIFICATION

I, William A. Bartlett, certify that this survey creates a subdivision of land within an area of a county or municipality that has an ordinance that regulates parcels of land.

I, William A. Bartlett, certify that this plat was drawn under my supervision from an actual survey made under my supervision; that the ratio of reduction as calculated by latitudes and departures is 1/10,000; that the boundaries not surveyed are shown as broken lines plotted from information found in Books A & C of the Reg. of Deeds; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 11th day of July, 2007.

William A. Bartlett
 Professional Land Surveyor L-3788

REVIEW OFFICER'S CERTIFICATE

I, Andrew Thompson, Review Officer of Pitt County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Andrew Thompson 8/10/07
 Review Officer
 NORTH CAROLINA, PITT COUNTY
 filed for registration this 10th day of August, 2007, at 10:00 o'clock, AM.
 Judy Tart, Registrar of Deeds

SHEET 2 OF 2
FINAL PLAT PARCEL #20522

ALLEN RIDGE SUBDIVISION
 SECTION TWO

REFERENCE: MAP BOOK 62 PAGE 102 OF THE PITT COUNTY REGISTRY DEED BOOK 1845 PAGE 170

GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: HODGE & MORRIS, LLC.
 ADDRESS: 1708 TRAWICK ROAD, SUITE 209 RALEIGH, N.C. 27604
 PHONE: (919) 369-1443

SOURCE OF TITLE
 This is to certify that the last instrument(s) in the chain of title(s) of this property as recorded in the Pitt County Registry at Greenville, North Carolina is:
 Deed Book 1845 Page 170
 Deed Book 1260 Page 111
 Deed Book 1099 Page 685
 Deed Book 1061 Page 575
 Deed Book 908 Page 647

OWNERS STATEMENT
 This is evidence that this subdivision is made at the request of:
C. Ralph Hodge
 sworn and subscribed before me this 11th day of July, 2007.
 Notary Public: *Dennis Capps*
 My commission expires: 6/22/2011

APPROVAL
 This Final Plat No. 07-54 was approved by the Subdivision Review Board in accordance with Title 5, Chapter 5 of the Greenville City Code the 23rd day of May 2007.
 Signed: *Al Self*
 City Planner

DEDICATION
 The undersigned hereby acknowledges this plat and covenants to be their free act and deed, and hereby dedicates to public use as streets, parks, playgrounds, open spaces and easements forever all areas so shown or so indicated on said plat.
 Signed: *C. Ralph Hodge*
 Attest:

DATE: APRIL 2007 PROJECT: 04-432
 SCALE: 1" = 100' CLIENT: HODMOR
 DRAWN: LR DWG FILE: 04432P1
 SURVEYED: KP, JB

BARTLETT ENGINEERING & SURVEYING, PC
 1806 NASH STREET NORTH
 WILSON, N.C. 27693-1728
 TEL: (252) 389-0704



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Agreement with the North Carolina Department of Transportation for resurfacing the intersection of Arlington Boulevard and Evans Street

Explanation: Attached for consideration is a proposed municipal agreement with the North Carolina Department of Transportation (NCDOT) to mill and resurface the intersection of Arlington Boulevard and Evans Street (SR 1702). The contract will be administered by NCDOT. The purpose of the agreement is to partner with NCDOT to improve the intersection which has severe rutting. The project limits are 190 feet to the west and 70 feet to the east of the intersection on Arlington Boulevard, and 124 feet to the north and 175 feet to the south on Evans Street. This agreement sets out the responsibilities of NCDOT and the City.

The estimated cost of the work is \$75,000. The City's share of the work is forty-five percent (45%) of the actual cost of the project including administrative costs. The City will submit a check in the amount of \$33,750 to the NCDOT Division Engineer upon execution of this Agreement by the City. If the costs exceed the amount of payment, the City shall reimburse NCDOT any underpayment within sixty (60) days invoicing by NCDOT. If the actual cost of the work is less than the estimate, NCDOT will reimburse the City's prorated share of the overpayment.

Fiscal Note: The City's share of the project, estimated to be \$33,750, will be funded from the FY 2010-2011 street resurfacing project in the Capital Improvement Program.

Recommendation: Approve the attached municipal agreement with NCDOT for resurfacing the intersection of Arlington Boulevard and Evans Street.

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

Attachments / click to download

 [Arlington & Evans Resurfacing Agreement](#)

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE
CONTRACT RESURFACING AGREEMENT**

PITT COUNTY

DATE: 12/15/2010

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 2SP.20741.1

CITY OF GREENVILLE

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

WITNESSETH:

WHEREAS, the parties have agreed to make certain improvements within the Municipality under WBS Element 2SP.20741.1 in Pitt County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the Municipality have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

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

SCOPE OF PROJECT

1. The Project consists of milling and resurfacing of the intersection of Arlington Blvd and SR 1702 (Evans St). Arlington Blvd will be milled and resurfaced 190 feet to the west and 70 feet to the east, and Evans St will be milled and resurfaced 124 feet to the north and 175 feet to the south. (hereinafter the "Project").

PHASES OF THE WORK

2. The Department shall be responsible for phases of the project which include planning, design, construction and contract administration. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

UTILITIES AND RIGHT OF WAY

3. It is understood by the parties hereto that all work shall be contained within the existing right of way and that there are no utilities in conflict with the installation of the signs. However, should it become necessary, the Department shall be responsible for providing any additional right of way and relocate any utilities.

CONSTRUCTION

4. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall enter into and shall administer the construction contract for said Project. I

FUNDING

5. The Municipality shall reimburse the Department forty-five percent (45%) of the actual cost of all work performed by the Department, including administrative costs in the amount of \$33,750.00

(estimated costs are \$75,000.00). Based on the estimated costs, the Municipality shall submit a check for \$33,750.00 to the Department's Division Engineer upon execution of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. If the actual cost of the work is less than \$33,750.00, the Department shall reimburse the Municipality any overpayment. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23..

6. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement.

TRAFFIC

7. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

8. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

9. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

10. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Municipality certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.

11. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.

12. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

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

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

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

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

L.S. ATTEST: CITY OF GREENVILLE

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

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

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____

(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Agreement with the North Carolina Department of Transportation for the installation of a new traffic signal at the intersection of Evans Street and Regency Boulevard (Thomas Langston Road Extension)

Explanation: Attached for City Council's consideration is a proposed municipal agreement with the North Carolina Department of Transportation (NCDOT) to install a new traffic signal at the intersection of SR 1700 (Evans Street) and Thomas Langston Road Extension (SIN #02-0884). The work under this agreement will ultimately include the installation of metal poles with mast arms and installation of a fiberoptic interconnect; however, the initial installation will be on wood poles in anticipation of the future NCDOT project, Evans Street widening Project (U-2817), estimated to be let 04-21-2020. Additionally the City agrees to reimburse NCDOT for acquisition and installation of metal poles/mast arms and foundations as well as any additional right-of-way required, under a separate agreement for this future widening project. The future Evans Street widening contract will be administered by NCDOT. This agreement establishes the NCDOT's and the City's responsibilities for installing the new signal at this intersection when the road widening project occurs.


NCDOT's estimated cost for reviewing the plans and inspecting the signal work is \$10,000. The City is responsible for 100% of NCDOT's actual costs including administrative costs. The City will submit a check in the amount of \$10,000 to the NCDOT Division Engineer upon execution of this agreement by the City. If the costs exceed the amount of payment, the City shall reimburse NCDOT any underpayment within sixty (60) days of invoicing by NCDOT. If the actual costs are less than the estimate, NCDOT will reimburse the City's overpayment.

Fiscal Note: This project will be funded from the FY 2010-11, Thomas Langston Road Extension, Phase II, Capital Improvement Program.

Recommendation: Approve the attached municipal agreement with NCDOT for the installation of a new traffic signal at the intersection of SR 1700 (Evans Street) and Thomas Langston Road Extension (SIN #02-0884).

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

Attachments / click to download

 [Traffic Signal at Evans and Thomas Langston Road](#)

NORTH CAROLINA
PITT COUNTY

TRAFFIC – REVIEW AND INSPECTION AGREEMENT

DATE: 3/3/2011

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 36249.2849

CITY OF GREENVILLE

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

WITNESSETH:

WHEREAS, the Department and the Municipality propose to make certain traffic control improvements under said project in Pitt County; and,

WHEREAS, the Municipality has agreed to participate in the cost of the project as hereinafter set out.

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

SCOPE OF PROJECT

1. The Project consists of the installation of a new traffic signal, including installation of a fiber interconnect, on SR 1700 (Evans St) at the new intersection with Thomas Langston Rd Extension (SIN # 02-0884). The initial installation of signal will be using wooden poles. During construction of the future Evans St widening Project (U-2817), estimated to be Let 4/21/2020, the Municipality agrees to reimburse the Department for acquisition and installation of metal poles/mast arms and foundations and for any additional right of way needed, to be handled under separate agreement.

DESIGN AND EQUIPMENT PROCUREMENT

2. Project plans and traffic signal designs shall be prepared by the Municipality, including electrical and programming details, (if applicable) metal poles with mast arm shop drawings, foundation designs, utility make-ready plans, communications cable routing plans, traffic signal coordination timing plans and Project Special Provisions (including, but not limited to: providing Synchro/TSPpd files and programming data sheets; coordination timing plans, graphics package,

downloading coordination timing plans onto system cabinets and/or onto central computer). All work shall be performed in accordance with Departmental standards and specifications. Said plans and design shall be submitted to the Department for review and approval prior to any work being performed by the Municipality. All work shall be done at no expense to the Department.

3. The Municipality, at no expense to the Department, shall purchase or furnish from stock all traffic signal equipment necessary for the traffic signal revision. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the Department. The Department reserves the right to reject the use of any equipment and materials it deems functionally inferior.

UTILITIES AND RIGHT OF WAY

4. The Municipality, shall accomplish the relocation or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the Department, and without cost to the Department.
5. It is understood by the parties hereto that all work shall be contained within existing right of way. However, should it become necessary, the Municipality, shall provide any required right of way and/or construction easements at no cost or liability whatsoever to the Department. Acquisition of right of way shall be accomplished in accordance with State procedures. The Municipality, shall indemnify and save the Department harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.
6. The Municipality, as part of the Department's future Evan St widening Project U-2817, shall reimburse the Department for any right of way acquisition needed to accommodate the installation of the metal poles. This is limited to needed right of way located outside the standard width required for the widening project that is to be handled under a separate agreement.

CONSTRUCTION

7. The Municipality, at no expense to the Department, shall enter into and administer the contract for the installation of all equipment and perform such other work as required on the project in accordance with the approved project plans, the NCDOT "Standard Specifications for Roads and Structures", July 2006, "Roadway Standard Drawings", July 2006 and any addendum, all local codes and ordinances, and the procedures set out herein below shall be followed:

- A. No work shall be performed by the Municipality prior to approval of the traffic signal design by the Department.
 - B. Installation shall be done by a licensed electrical contractor familiar with traffic signal construction.
 - C. All preliminary and construction engineering, supervision, and labor pertaining to the signal installation will be furnished by the Municipality.
 - D. The Department's Division Engineer shall have the right to inspect, sample or test, and approve or reject any materials or construction methods used during the construction of the project.
 - E. Upon completion of the project, and prior to final acceptance by the Department, the Municipality, will furnish to the Department's Division Engineer one (1) signal inventory control sheet and one (1) set of "Plan of Record" plans.
 - F. Prior to final acceptance by the Department, the Division Engineer shall have the right to make a final inspection of the completed work.
 - G. Failure on the part of the Municipality, to comply with any of these provisions will be grounds for the Department to terminate the project.
 - H. The Municipality, agrees to pursue the completion of the work covered by this Agreement as expeditiously as feasible and to complete all work no later than June 30, 2012,
8. During installation of the signal equipment, the Department shall inspect the work being performed by the Municipality to ensure compliance with the project plans, the current NCDOT traffic signal specifications, and the terms of this Agreement.
9. The Municipality shall install thermoplastic pavement markings where pavement markings are required on the project.

FUNDING

10. The Municipality shall reimburse the Department one hundred percent (100%) of the actual cost of all work performed by the Department, including administrative costs. Based on the estimated costs, the Municipality shall submit a check for \$10,000.00 to the Department's Division Engineer upon execution of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any

underpayment within sixty (60) days of invoicing by the Department. If the actual cost of the work is less than \$10,000.00, the Department shall reimburse the Municipality any overpayment. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23.

MAINTENANCE

11. Upon completion of the project, the Department shall own and control the traffic signal and maintenance will be accomplished in the same manner as maintenance of other state system signalized intersections.
12. In the event of damage to the metal poles, the Department shall install "in-kind" metal poles if funding is available from the damage claim or the Developer. However, if said funding is not available, the Department reserves the right to install wooden poles in lieu of metal poles (if applicable).

ADDITIONAL PROVISIONS

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

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department and the Municipality is subject to the conditions of this Agreement.

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

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

Approved by _____ of the local governing body of the City of Greenville

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

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

Federal Tax Identification Number

(SEAL)

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Agreement with University Residences-ECU, LLC, for public improvements on Charles Street, Anderson Street, Eleventh Street, and Tenth Street

Explanation: Attached for consideration is a proposed Municipal Agreement with University Residences-ECU, LLC to place sidewalk along several City streets and to landscape a new pedestrian island. The contract will be administered by the City of Greenville. The sidewalk will be constructed on the east side of Charles Street from Eleventh Street to Tenth Street; the east side of Anderson Street from Tenth Street to Eleventh Street; on the south side of Eleventh Street from Lawrence Street to Charles Street; and landscaping the new pedestrian island on Tenth Street adjacent to Anderson Street. The City and NCDOT identified that the developer would be required to make these improvements to the public right-of-way during the site approval process. University Residences-ECU, LLC management asked if City staff would construct the off-site improvements if they funded the cost of construction. The City agreed. This document formalizes that agreement.

The sidewalk improvements will be included in this fiscal year's sidewalk improvement project.

The estimated cost of the work is \$34,000. University Residences-ECU, LLC will submit a check in the amount of \$34,000 to the City of Greenville upon execution of this Agreement by the City. If the costs exceed the amount of payment, the City will be responsible for the additional incurred expenses. If the actual cost of work is less than the estimate, the remaining funds will be placed in the City's general fund account.

Fiscal Note: University Residences-ECU, LLC is funding all of the costs of these improvements. City staff will monitor construction of the sidewalk improvements as part of this fiscal year's sidewalk construction project.

Recommendation: Approve the attached Municipal Agreement with University Residences-ECU, LLC for public improvements on Charles Street, Anderson Street, Eleventh Street, and Tenth Street.

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

Attachments / click to download

[📎 Agreement City and University Residences ECU LLC 886975](#)

NORTH CAROLINA
PITT COUNTY

AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of April, 2011, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter sometimes referred to as the CITY, and University Residences-ECU, LLC, a North Carolina limited liability company, Party of the Second Part and hereinafter referred to as the OWNER;

WITNESSETH

WHEREAS, the OWNER is developing a private land development project consisting of a student housing development known as The Province of Greenville which requires certain public improvements in accordance with the Subdivision Regulations for Greenville, North Carolina;

WHEREAS, there are certain street improvements which are adjacent or ancillary to the development of The Province of Greenville and which would be appropriate for the CITY to assist in the design and construction;

WHEREAS, the OWNER will pay the CITY the estimated costs incurred by the CITY associated with the design and construction of certain street improvements agreed to be accomplished by the CITY pursuant to this Agreement and, therefore, the cost to the CITY will not exceed the estimated cost of providing for said street improvements through a public contract bid pursuant to the provisions of G.S. Chapter 143, Article 8; and

WHEREAS, Section 3-1-12 of the Greenville City Code authorizes the CITY to enter into this Agreement with the OWNER for public intersection or roadway improvements that are adjacent or ancillary to a private land development project;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the CITY and the OWNER agree as follows:

1) Design and Construction. The CITY will design and construct the hereinafter listed street improvements which are adjacent to or ancillary to the development by the OWNER of The Province of Greenville:

- 1) Sidewalk on the east side of Charles Street from Eleventh Street to Tenth Street;
- 2) Sidewalk on the east side of Anderson Street from Tenth Street to Eleventh Street;
- 3) Sidewalk on the south side of Eleventh Street from Lawrence Street to Charles Street; and
- 4) Landscaping for the new Pedestrian Island on Tenth Street adjacent to Anderson Street.

The location of said street improvements being shown on the attached map consisting of two (2) pages, entitled "Sidewalk Improvements The Province of Greenville", attached hereto and labeled as Exhibit A.

2) Payment for Design and Construction Expense by OWNER. The OWNER shall pay the City the sum of THIRTY FOUR THOUSAND and NO/100THS DOLLARS no later than the 30th day of April, 2011, said sum being the estimated expense for the street improvements specified in section 1 of this Agreement as shown on the attached sheet entitled "The Province at Greenville Off-Site Sidewalk Improvements Preliminary Opinion of Construction Costs", attached hereto and labeled as Exhibit B.

3) Time for Construction. It is anticipated that the CITY will commence the construction of the street improvements specified in section 1 of this Agreement during July or August, 2011, and complete the construction within sixty (60) days after commencement. The CITY will assert its reasonable efforts to have completed the improvements specified in section 1 of this Agreement as soon as reasonably and practically possible. It is understood and agreed that the completion of the street improvements specified in section 1 of this Agreement shall not be required for a Certificate of Occupancy to be issued for the private development known as The Province of Greenville.

4) Other Improvements by OWNER. The OWNER shall be responsible for all improvements required by the Subdivision Regulations for Greenville, North Carolina, and the development regulations of the CITY associated with the development and subdivision of the property of the OWNER as shown on the map entitled "The Province at Greenville" recorded in Map Book 73, at Pages 111-112, Pitt County Registry, except for the street improvements specified in section 1 of this Agreement.

5) Assessments. It is understood and agreed that there will be no assessments or other charges imposed by the CITY to the property of the OWNER, as shown on the map entitled "The Province at Greenville" recorded in Map Book 73, at Pages 111-112, Pitt County Registry relating to the construction of the street improvements specified in section 1 of this Agreement.

6) Notices. All notices required under this Agreement shall be deemed to be sufficiently given when presented personally or sent by mail, addressed as follows or to such other address as either the CITY or the OWNER may subsequently designate by this notice procedure. Addresses for the purpose of this section can be changed by written notice to the other party.

TO CITY:

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

TO OWNER:

Registered Agent
University Residences-ECU, LLC
150 Fayetteville St., Box 1011
Raleigh, NC 27601

7) Amendment. The conditions, covenants, and terms of this Agreement may only be waived, altered or modified by an instrument in writing signed by the CITY and the OWNER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

CITY OF GREENVILLE

BY: _____ (SEAL)
Wayne Bowers, City Manager

UNIVERSITY RESIDENCES-ECU, LLC

BY: _____ (SEAL)

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

NORTH CAROLINA
_____ COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that _____ of University Residences-ECU, LLC, a limited liability company, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

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

Notary Public

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Wayne Bowers, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

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

Notary Public

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Contract award for the design of storm drainage improvements for Eastwood Subdivision

Explanation: The Public Works Department in March 2009 received proposals for Engineering Services associated with drainage improvements for the Eastwood and Lakewood Pines Subdivisions. The consultant would provide design services for each of the subdivisions in a two phase process. The first phase consisted of evaluating the existing stormwater drainage systems in each area, developing possible solutions, and identifying recommended improvements. The second phase would then involve developing and preparing the necessary construction documents for each project, obtaining all applicable permits, and assisting with the bid process. Seventeen (17) consulting firms submitted proposals. After evaluating the proposals, AMT (A. Morton Thomas and Associates, Inc.) was selected as the firm best qualified to perform the assessments and designs for these two drainage projects. AMT was contracted to perform the Phase I portion of each of Eastwood and Lakewood Pines projects. Final Reports were submitted in August 2010 and November 2010 respectively. Based upon the recommendations in the Final Report for Eastwood Subdivision, the Public Works Department is moving forward with Phase II of the project for design, and development of plans/specifications and contract/bid documents as well as permitting.

The proposed contract with AMT is attached. The proposed contract is for a lump-sum fee in the amount of \$30,935 for surveying and design. Also included in the proposal are prices for additional services for such items as subsurface investigations, bidding services, water quality and control design for a wetland area and construction phase services. Should the City require these additional services, they are proposed on a Time and Materials Basis, not to exceed the value provided. The design is scheduled to begin in April 2011, and it is expected to be completed by July 2011. After completing the design and obtaining all applicable permits, the project is expected to go out for bids in August 2011 with construction starting in September 2011.

Fiscal Note:

The proposed budget follows:

A lump-sum amount of \$30,935 based on the following estimated distribution of work:

1. Surveying: \$ 4,750
2. Engineering: \$26,185

The Eastwood Subdivision Drainage Project is in the Capital Improvement Program, and design costs will be funded by programmed Stormwater Utility Funds.

Recommendation:

Approve the proposed budget and award a professional services contract to AMT (A. Morton Thomas and Associates, Inc.) in the amount of \$30,935 for design of the Eastwood Subdivision Drainage Improvements Project.

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

Attachments / click to download

 [Eastwood Drainage Improvements Contract](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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www.nspe.org

American Council of Engineering Companies
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(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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

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

_____ (“Owner”) and

_____ (“Engineer”).
A. Morton Thomas and Associates, Inc.

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

_____ Eastwood Subdivision Drainage Improvements ("Project").

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

_____ Drainage evaluation and study.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs,

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. ~~*Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

- time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and regulations.
 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

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

6.04 *Insurance*

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

the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

- D. ~~Owner and~~ Engineer shall ~~each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
- a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~**
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or

entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

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

11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such

construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

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

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

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

Owner: City of Greenville

Engineer: A. Morton Thomas and Associates, Inc.

By: Patricia C. Dunn

By: Michael J. Wiercinski, P.E.

Title: Mayor

Title: Principal

Date

Date March 30, 2011

Signed: _____

Signed: 

Engineer License or Firm's Certificate No. F-1049

State of: North Carolina

Address for giving notices:

Address for giving notices:

1500 Beatty Street

8601 Six Forks Road

Greenville, NC 27834

Suite 400

Raleigh, NC 27615

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Scott P.M. Godefroy

Tim Riordan

Title: City Engineer

Title: Associate

Phone Number: 252-329-4525

Phone Number: 919-855-9989

Facsimile Number: 252-329-4535

Facsimile Number: 919-882-2059

E-Mail Address: sgodefroy@greenvillenc.gov

E-Mail Address: triordan@amtengineering.com

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A. Engineer shall:

1. Survey

- a. Field surveying will be performed to provide an accurate base map of existing utility lines in the area of proposed construction. Existing utilities, water, sewer, storm drain, and gas, will be painted by AMT team and paint marks will be picked up by field survey and incorporated into existing City CADD mapping.
- b. Field surveying will be performed to obtain a topographic base map of the existing dry farm pond and embankment of approximately two acres;
- c. Prepare an updated survey base map in AutoCAD;

2. Prepare final design drawings based on approved conceptual layout consisting of the following:

- a. Demolition Plans
- b. Erosion and Sediment Control Plans
- c. Maintenance of Traffic Plans
- d. Plan and Profiles
- e. Detail Plans

3. Prepare cost estimate, specifications, and bid documents.

4. Prepare Permit applications with documentation as applicable, submit and follow through approval.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Bidding Services - Assist the City of Greenville in advertising for bids and selection of contractor. *(hourly not to exceed)*
 - a. AMT will help advertise and distribute the project for a competitive public bidding. This will include attending the Pre-Bid meeting, preparing Bid Addenda (as needed), and making a recommendation for award.
 - b. The City will be responsible for coordination throughout the bid phase, and awarding the construction contract afterwards. Up to four (4) sets of bid documents will be provided for distribution by a reprographics company to prospective bidders. Costs for purchasing bid sets will be the responsibility of prospective bidders.
3. Subsurface Utility Engineering Services
 - a. Subsurface utility locating will be performed to obtain exact horizontal and vertical locations of existing utility lines in Kent Road. A maximum of four (4) test pits are included in this proposal. This will facilitate the design of the proposed storm drain system and eliminate conflicts in the final design;
 - b. *Test pits for the existing house connections that need to cross the proposed storm drain line have been excluded from this proposal. Identification through as-builts records if possible.*
4. Water Quality and Quantity Control *(hourly not to exceed)*
 - a. Embankment Design and Riser Design will be provided so the existing dry farm pond can be utilized for quantity and quality control for storm runoff to be conveyed by the proposed storm drain system.
5. Construction Phase Services *(hourly not to exceed)*
 - a. Upon the city's issuance of a notice to proceed to the selected Contractor, AMT will help coordinate a pre-construction meeting.
 - b. AMT will then review shop drawings and other submittals by the contractor throughout the project.
 - c. AMT will also review monthly pay requests and help coordinate and attend monthly meetings with the contractor

- d. AMT will help develop a project punch list after substantial completion and help coordinate final completion and project closeout
 - e. A total of up to three (3) visits to the site are planned during construction to accomplish the scope of services described above. Additional site visits, if required, will be billed at an hourly basis in accordance with the attached hourly rate schedule. Construction stakeout, inspection services, construction materials testing, and construction management are not included in this proposal
6. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 7. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 8. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 9. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 10. Providing renderings or models for Owner's use.
 11. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 12. Furnishing services of Consultants for other than Basic Services.
 13. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 14. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 15. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

16. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
17. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
18. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
20. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
21. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
22. Preparation of operation and maintenance manuals.
23. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
24. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
25. Assistance in connection with the adjusting of Project equipment and systems.
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
28. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

- B. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer

shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

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

Owner's Responsibilities

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

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

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

COMPENSATION: Basic Services – Lump Sum

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$30,935 based on the following estimated distribution of compensation:
 - a. Surveying \$ 4,750
 - b. Engineering \$ 26,185
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION:
Additional Services**

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

Compensation for Additional Services – Lump Sum

A. Owner shall pay Engineer for Additional Services on a lump sum basis as stipulated in the any subsequent contract amendment.

1. A Lump Sum amount of \$2,400 based on the following distribution of compensation:

a. Subsurface Utility Designation w/ 4 Test Pits: \$2,400

Compensation for Additional Services – Standard Hourly Rates Method of Payment

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

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

2. Standard Hourly Rates:

a. Principal	\$195.00 per hour
b. Project Manager	\$145.00 per hour
c. Senior Engineer	\$125.00 per hour
d. Senior CADD Operator	\$70.00 per hour
e. Administrative	\$45.00 per hour
f. Licensed survey crew	\$175.00 per hour

3. An hourly not to exceed amount of \$28,020 based on the following distribution of compensation:

a. Bidding Services	\$4,500
b. Water Quality and Quantity Control Design for Farm Pond	\$14,740
c. Construction Phase Services	\$8,780

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.

C. Other Provisions Concerning Payment For Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Each Accident: \$ 1,000,000
 - 2) Disease, Policy Limit: \$ 500,000
 - 3) Disease, Each Employee: \$ 500,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000
 - 2) General Aggregate: \$ 2,000,000
- d. Excess or Umbrella Liability --
 - 1) Each Occurrence: \$ 5,000,000
 - 2) General Aggregate: \$ 5,000,000
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$ 1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$ 2,000,000
 - 2) Annual Aggregate \$ 2,000,000
- g. Other (specify): \$ _____

B. *Additional Insureds:*

The Owner shall be listed on Engineer's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.A.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

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

2. *Description of Modifications:*

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

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

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Sanitary sewer service request in the extraterritorial jurisdiction at 211 Buckingham Drive

Explanation: On March 16, 2011, the City received the attached request from Eric and Linda Kehew to allow Greenville Utilities Commission (GUC) to provide sewer service to property located at 211 Buckingham Drive in the Windsor subdivision (Windsor, Section V, Phase II, Block B, Lot 151). Service would be provided by a pump station and force main that will be installed, operated, and maintained by the property owners. GUC staff are working with Mr. and Mrs. Kehew and have indicated that sewer could be provided contingent upon City Council approval.

A map illustrating the property is attached. The Kehews' property is located in the City's extraterritorial jurisdiction (ETJ) and within the area of the City's 2011 Resolution Identifying Areas Under Consideration for Annexation. Receipt of sanitary sewer service from GUC is contingent on the property owners submitting a Petition for Voluntary Annexation.

Fiscal Note: There will be no cost to the City. A Sewer Outfall Acreage Fee and Connection Fee would be applicable to the proposed sewer service. Currently, the Sewer Outfall Acreage Fee is assessed at \$1,800 per acre and would be approximately \$1,100 for the subject parcel. The Sewer Connection Fee based on a 3/4 inch metered water service would be \$4,114.

Recommendation: Approval of the request to provide sanitary sewer service to this property by the Greenville Utilities Commission subject to compliance with Commission requirements and City's requirement that a future annexation agreement be executed prior to sanitary service provision commencing.

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

Attachments / click to download

 [Kehew Letter To the City of Greenville](#)

 [Kehew GUC Contract](#)

 [Kehew- Windsor Lot](#)

Eric W. Kehew & Linda M. Kehew
211 Buckingham Drive
Winterville, NC 28590

March 16, 2011

City of Greenville
c/o Mr. Merrill Flood, Director of Community Services
PO Box 7207
Greenville, NC 27835

**Re: Request for sewer service for property located at 211 Buckingham Drive,
Winterville, NC 28590 - Pitt County Tax Parcel #44891**

Dear Mr. Flood:

We have attached a copy of the contract agreement, prepared by Greenville Utilities Commission, to provide a sanitary sewer service connection for the property we own at 211 Buckingham Drive, Winterville, NC. The contract provides details regarding issues with our current on-site septic system.

Item #5 of the attached contract requires that we submit a Petition of Voluntary Annexation to the City of Greenville. We agree to comply with all of the items set forth in the attached contract and with the City of Greenville's annexation agreement submission requirements and procedures.

We respectfully ask that you place this request for sanitary sewer service for our property on the City of Greenville's City Council agenda as soon as possible.

Sincerely,



Eric W. Kehew



Linda M. Kehew

Attachment



401 S. Green Street - PO Box 1847
Greenville, NC 27835-1847
Ph: (252) 551-1551, Fax: (252) 551-1598

To: Steve Janowski, P.E.

LETTER OF TRANSMITTAL

Date: 3/8/11	Job No.
Attention:	
Re: Kehew Sewer Service Contract	

Gentlemen:

We Are Sending You:

Copies	No.	Rev./Date	Description
2			Original for execution and a copy for your file

These Are Transmitted As Checked Below

- | | | |
|--|---|---|
| <input type="checkbox"/> For Approval Only | <input type="checkbox"/> For Review And Comment | <input type="checkbox"/> Resubmit ___ Copies For Approval |
| <input type="checkbox"/> For your Use | <input type="checkbox"/> Approved As Submitted | <input type="checkbox"/> Submit ___ Copies For Distribution |
| <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Returned For Corrections | <input type="checkbox"/> Return ___ Corrected Prints |
| <input type="checkbox"/> Approved As Noted | <input type="checkbox"/> Revise And Resubmit | <input type="checkbox"/> As Noted Above |

Remarks:

Copies: File

With best regards,

Cliff H. Cahoon, P.E.
Water Resources Department
Construction/Contracts Engineer

NORTH CAROLINA

COUNTY OF PITT

THIS CONTRACT, made and entered into this the ____ day of _____, 20__, by and between GREENVILLE UTILITIES COMMISSION of the City of Greenville, North Carolina, hereinafter called "Commission" and Eric W. Kehew and wife Linda M. Kehew, hereinafter collectively called "Owner" all of Pitt County, North Carolina,

WITNESSETH:

THAT WHEREAS, Owner presently owns that certain tract or parcel of land lying and being situate in Pitt County, North Carolina, and being Pitt County Tax Parcel # 44891, more particularly described as, Windsor, Section V, Phase II, Lot 151, Block B, as shown on the Map of Record recorded in Map Book 35, Page 6, of the Office of the Register of Deeds of Pitt County, North Carolina.

WHEREAS, said parcel is situated within the area of Extraterritorial Jurisdiction (ETJ) of the City of Greenville; and

WHEREAS, Owner has an existing single family residence upon said property with public water service supplied by the Commission and sanitary sewer service supplied by a private on-site septic disposal system; and

WHEREAS, the existing on-site septic system, having been repaired/expanded in the past, is currently failing operationally, and recent site analysis recommends extensive repairs/expansion with added effluent pretreatment; and

WHEREAS, Owner desires to abandon the on-site septic system and to discharge their sewerage to the Commission's public sanitary sewer collection system; and

WHEREAS, public sewer is not currently available at the subject property and the nearest available point of connection is within the adjacent Windsor Downs Subdivision; and

WHEREAS, the Owner desires to construct a private pumping station and force main to convey their sewerage to the public sewer system and expressly agrees that the Owner will own, operate, and maintain said system now or hereafter; and

WHEREAS, the Commission's point of sewer service shall be located on the eastern right-of-way line of Southlea Drive, five feet (5') north of the common property corner between lots 33 and 34 as shown on a map entitled Windsor Downs, Phase 1 and recorded in Map Book 56, Page 125, of the Office of the Register of Deeds of Pitt County, North Carolina; and

WHEREAS, the proposed private sewer force main routing will cross multiple private properties and the NCSR-1709 (Corey Road) right-of-way and it is expressly agreed that the Owner will be responsible for securing all necessary permits, private easements and any necessary North Carolina Department of Transportation Encroachment Agreements; and

WHEREAS, Commission has approved such an arrangement so long as Owner reduces the agreement between the parties to writing by the execution of this Contract, which said Contract shall be binding upon Owner and Owner's

successor(s) in interest and assigns, and therefore, said Contract shall be duly recorded in the office of the Register of Deeds of Pitt County, North Carolina;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, the receipt of which is hereby respectively acknowledged by each of the parties hereto, Commission and Owner do hereby agree each with the other as follows:

1. The parties acknowledge that public sanitary sewer facilities are not currently available at the subject property, but are available within the adjacent Windsor Downs Subdivision. Since Owner desires and has elected to convey their sewerage to the public sanitary sewer system at a remote location, Owner and Owner's successor(s) in interest and assigns agree, jointly and severally, to assume sole and complete responsibility for the operation and maintenance of such private sewer conveyance lines and facilities now or hereafter constructed, operated, and maintained and Commission shall not have any liability therefore whatsoever.

2. Owner hereby agrees to construct and install, and thereafter to operate, maintain and repair sewer lines and facilities which are deemed necessary in the sole and absolute discretion of Commission to adequately convey sewerage from the subject property, being Pitt County Tax Parcel # 44891, more particularly described as, Windsor, Section V, Phase II, Lot 151, Block B, as shown on the Map of Record recorded in Map Book 35, Page 6, of the Office of the Register of Deeds of Pitt County, North Carolina, to the

Commission's point of service located on the eastern right-of-way line of Southlea Drive, five feet (5') north of the common property corner between lots 33 and 34 as shown on a map entitled Windsor Downs, Phase 1 and recorded in Map Book 56, Page 125, of the Office of the Register of Deeds of Pitt County, North Carolina, and it is expressly understood and agreed that Commission shall have no liability or responsibility therefor, except to install and thereafter to operate, maintain, repair and if necessary, replace sewer facilities and lines which are necessary to adequately serve the subject property up to the above described Commission's point of service, but no further.

3. Owner hereby agrees that this Contract and the responsibility for the operation and maintenance of such sewer facilities shall be binding upon Owner, and their successor(s) in interest and assigns. Provided however, that Commission hereby agrees that the responsibility of the operation and maintenance of such sewer facilities may be transferred by Owner and properly and legally assumed by Owner's successor(s) in interest or assigns, so long as such responsibility is expressly assumed by Owner's successor(s) in interest or assigns, by an agreement, in writing, duly recorded in the office of the Register of Deeds of Pitt County, North Carolina, following written notification to the Commission, and express written approval of such assumption by Commission.

4. It is expressly agreed that Commission shall, at no time, have any responsibility or obligation whatsoever to install, and thereafter to operate, to maintain, to repair or, if necessary, to replace the herein described private sewer

conveyance facilities to be constructed, installed, operated, maintained and repaired by Owner or Owner's successor(s) in interest and assigns.

5. Prior to the receipt of sanitary sewer service from the Commission, Owner shall submit a Petition of Voluntary Annexation to the City of Greenville as a further condition of this Contract.

6. Prior to connection to the Commission's sanitary sewer system, Owner shall file an application for sanitary sewer service with the Commission's Customer Service Department and shall pay all applicable service connection fees.

IN TESTIMONY WHEREOF, Commission by these presents has caused this Contract to be executed in its name by its General Manager/CEO and attested by its Executive Secretary and its official seal to be hereto affixed all by authority duly given, and each Owner has adopted the word "(SEAL)" as his or her official seal and has caused these presents to be executed for the purposes herein expressed effective on this the day and year first above written.

GREENVILLE UTILITIES COMMISSION

BY _____
Ronald D. Elks, General Manager/CEO

ATTEST:

Amy C. Quinn, Executive Secretary

(S E A L)

APPROVED AS TO FORM:

Phillip R. Dixon, Commission Attorney

OWNER

Eric W. Kehew (SEAL)

Linda M. Kehew (SEAL)

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, hereby certify that Amy C. Quinn personally appeared before me this day and acknowledged that she is Executive Secretary of Greenville Utilities Commission, and that by authority duly given and as the act of the Commission, the foregoing instrument was signed in its name by its General Manager/CEO, and attested by Amy C. Quinn, its Executive Secretary, who has affixed the official seal of the Commission as provided by law.

Witness my hand and Notarial Seal on this the ____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission expires:

NORTH CAROLINA
PITT COUNTY

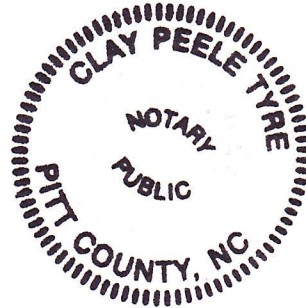
I, Clay Peele Tyre, a Notary Public of the aforesaid County and State, do hereby certify that ERIC W. KEHEW personally appeared before me this day and acknowledged the due execution of the foregoing and annexed document for the purposes therein expressed.

Witness my hand and Notarial Seal on this the 14th day of March, 20 11.

Clay Peele Tyre
NOTARY PUBLIC

My Commission expires:

May 7, 2014



NORTH CAROLINA
PITT COUNTY

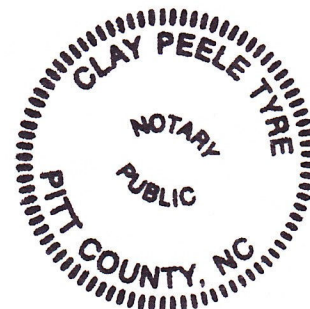
I, Clay Peele Tyre, a Notary Public of the aforesaid County and State, do hereby certify that LINDA M. KEHEW personally appeared before me this day and acknowledged the due execution of the foregoing and annexed document for the purposes therein expressed.

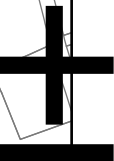
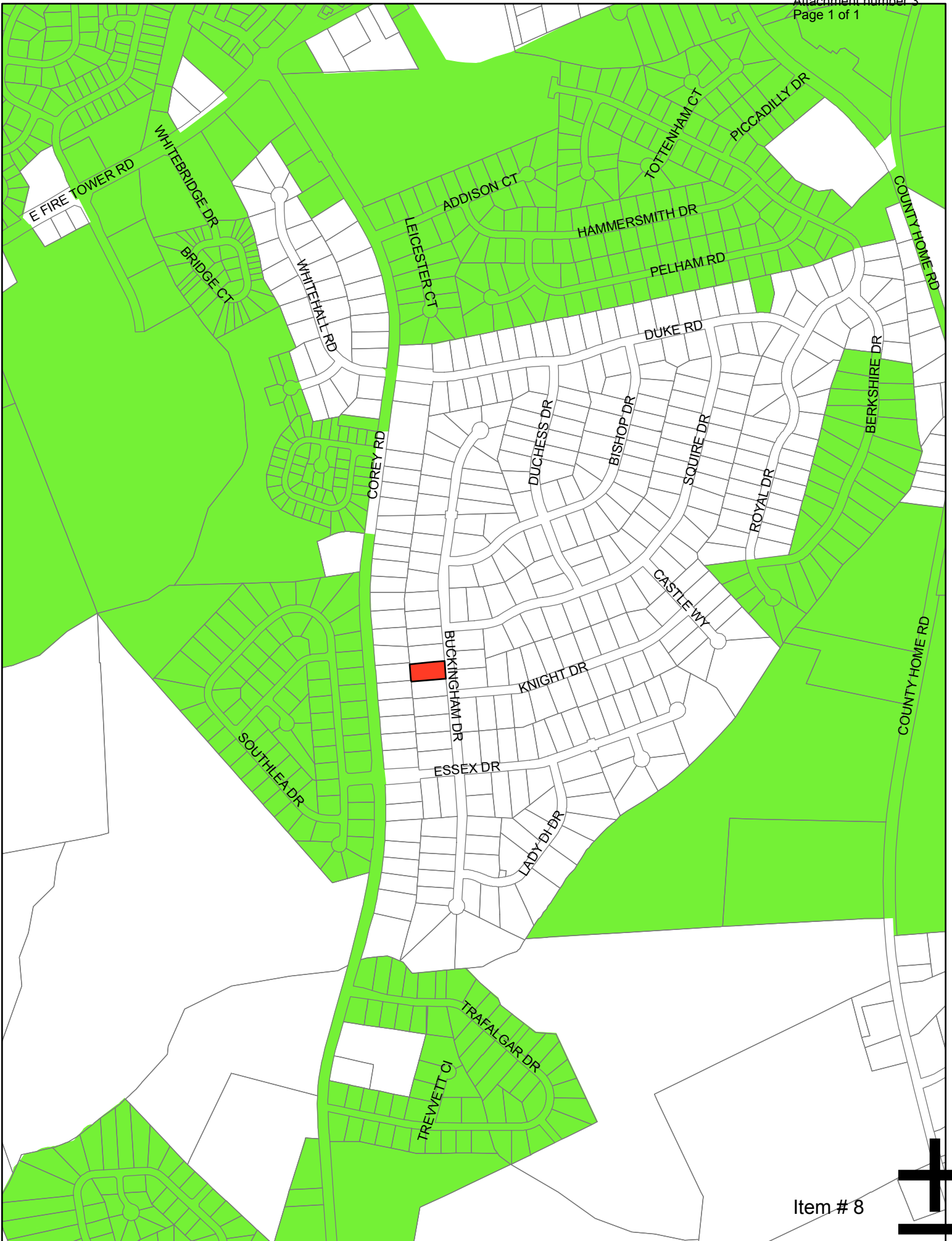
Witness my hand and Notarial Seal on this the 14th day of March, 20 11.

Clay Peele Tyre
NOTARY PUBLIC

My Commission expires:

May 7, 2014







City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Resolution and deed of release for the abandonment of a utility easement at The Province

Explanation: Greenville Utilities Commission has received a request to abandon a portion of a 20' wide sanitary sewer easement at the site of the new apartment complex project named The Province located near the intersection of Charles Boulevard and 14th Street. The project design included the relocation of the majority of the 24" sewer outfall crossing the property. That work is now complete, and the old piping has been removed. New easements associated with the relocated outfall piping on this site have been granted by the developer.

The staff has reviewed this request and has no objections to the requested action. These easements were granted at no costs to GUC and the City in 1983 as part of the project development process. At the March 15, 2011 regular meeting, the Board of Commissioners of the Greenville Utilities Commission approved proceedings for the abandonment of the utility easement at the site of the new apartment complex project named The Province at Greenville and recommended similar action by the City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached resolution abandoning a portion of the existing sanitary sewer easement and approve the attached deed of release.

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

Attachments / click to download

-  [Resolution to Abandon Utility Easement The Province at Greenville](#)
 -  [Deed of Release Abandonment of Utility Easement The Province at Greenville](#)
 -  [Map 1 of 2 The Province at Greenville](#)
 -  [Map 2 of 2 The Province at Greenville](#)
-

RESOLUTION _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, ABANDONING A PORTION OF A 20' WIDE PERMANENT SANITARY SEWER EASEMENT SHOWN ON MAP BOOK 73 AT PAGE 111, AND DESCRIBED IN DEED BOOK B33 AT PAGE 646, AND AS SHOWN ON MAP BOOK 31 AT PAGE 90, PITT COUNTY PUBLIC REGISTRY, AND HEREINAFTER DESCRIBED AS TO BE ABANDONED, AND AUTHORIZING EXECUTION OF DEED OF RELEASE TO UNIVERSITY RESIDENCES-ECU, LLC IN CONNECTION WITH THE DEVELOPMENT OF THE PROJECT COMMONLY KNOWN AS THE PROVINCE AT GREENVILLE STUDENT HOUSING APARTMENTS

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained 20' wide permanent sanitary sewer easement as shown on Map Book 73 at Page 111, and further described in Deed Book B33 at Page 646, and shown on Map Book 31 at Page 90, Pitt County Public Registry; and

WHEREAS, a portion of such 20' wide permanent sanitary sewer easement heretofore granted to Commission is no longer needed by Commission; and

WHEREAS, Commission anticipates no use or need now or in the future for the portion of such 20' wide permanent sanitary sewer easement to be abandoned; and

WHEREAS, Commission desires to abandon a portion of such 20' wide permanent sanitary sewer easement, all as is shown as to be abandoned on that certain plat entitled "Sewer Easement Map, The Province at Greenville, Greenville Township, Greenville, Pitt Co., North Carolina," dated February 7, 2011, denominated drawing number FP-720-2, Sheets 1 and 2, prepared by Patrick W. Hartman, Professional Land Surveyor, No. L-4262, Rivers & Associates, Inc., Engineers, Planners, Surveyors, 107 E. Second Street, Greenville, NC 27858, telephone (252) 752-4135, which appears of record in Map Book 74, at Pages 73-74, Pitt County Public

Registry, and to which reference is hereby made for a more particular and accurate description of the portion of the 20' wide permanent sanitary sewer easement to be abandoned, and which are shown thereon on the easement legend of such plat by diagonal lines as "EXISTING EASEMENT TO BE ABANDONED." Reference is hereby made to the recorded plat for a more particular and accurate description of the portion of the 20' wide permanent sanitary sewer easement to be abandoned; and

WHEREAS, the current owner of such property, University Residences-ECU, LLC, has requested the City of Greenville and Greenville Utilities Commission to abandon the portion of such 20' wide permanent sanitary sewer easement shown on such plat as to be abandoned, as shown on Map Book 74, at Pages 73-74, Pitt County Public Registry, and has requested the City of Greenville to acknowledge such abandonment and execute a Deed of Release of the portion of such 20' wide permanent sanitary sewer easement shown on such plat as to be abandoned; and

WHEREAS, Greenville Utilities Commission deems such abandonment to be reasonable and in the best interests of the Commission and all parties, and has requested the City of Greenville to acknowledge such abandonment and release of the portion of such 20' wide permanent sanitary sewer easement as shown on such plat as to be abandoned appearing of record on Map Book 74, at Pages 73-74, Pitt County Public Registry.

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

1. That the City Council of the City of Greenville does hereby abandon a portion of the 20' wide permanent sanitary sewer easement previously granted as shown on Map Book 73, at Page 111, and described in Deed Book B33, at Page 646, and as shown on Map Book 31, at

Page 90, Pitt County Public Registry, and which portion of such 20' wide permanent sanitary sewer easement to be abandoned is shown on that certain plat entitled "Sewer Easement Map, The Province at Greenville, Greenville Township, Greenville, Pitt Co., North Carolina," dated February 7, 2011, denominated drawing number FP-720-2, Sheets 1 and 2, prepared by Patrick W. Hartman, Professional Land Surveyor, No. L-4262, Rivers & Associates, Inc., Engineers, Planners, Surveyors, 107 E. Second Street, Greenville, NC 27858, telephone (252) 752-4135, which appears of record in Map Book 74, at Pages 73-74, Pitt County Public Registry, and to which reference is hereby made for a more particular and accurate description of the portion of such 20' wide permanent sanitary sewer easement to be abandoned.

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to University Residences-ECU,LLC, the current owner of the property encumbered by the portion of such 20' wide permanent sanitary sewer easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City might have in and to the portion of such 20' wide permanent sanitary sewer easement to be abandoned as shown on Map Book 74, at Pages 73-74, Pitt County Public Registry, as hereinabove described.

Adopted this the ____ day of _____, 2011.

PATRICIA C. DUNN, MAYOR

ATTEST:

CAROL L. BARWICK, CITY CLERK

[SEAL]

F:\WP\PRD\GUCU RESIDENCES-ECU CTY(RES)

Deed of Release
Page 1

Prepared by: Phillip R. Dixon, Attorney
Dixon Law Group, PLLC
110 E. Arlington Boulevard
Greenville, NC 27858
Return to: File

NORTH CAROLINA
PITT COUNTY

DEED OF RELEASE

THIS DEED OF RELEASE, made and entered into this the ____ day of _____, 2011, by and between the City of Greenville, North Carolina, a body politic in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and University Residences-ECU, LLC, a Limited Liability Company, with offices at 495 South High Street, Suite 150, Columbus, OH (614) 241-2070, party of the second part (hereinafter called GRANTEE).

W I T N E S S E T H

THAT WHEREAS, the City of Greenville for the use and benefit of Greenville Utilities Commission of the City of Greenville ("Commission") currently owns a 20' wide permanent sanitary sewer easement across property now commonly referred to as The Province at Greenville, a student housing project, currently owned by University Residences-ECU, LLC, which is shown on Map Book 73 at Page 111, and further described in Deed Book B33 at Page 646, and shown on Map Book 31 at Page 90, Pitt County Public Registry; and

WHEREAS, the City of Greenville and Greenville Utilities Commission desire to abandon a portion of such 20' wide permanent sanitary sewer easement as shown on a map legend with diagonal lines as an "EXISTING EASEMENT TO BE ABANDONED" on a plat entitled "Sewer

Deed of Release
Page 2

Easement Map, The Province at Greenville, Greenville Township, Greenville, Pitt Co., North Carolina,” dated February 7, 2011, denominated drawing number FP-720-2, Sheets 1 and 2, prepared by Patrick W. Hartman, Professional Land Surveyor, No. L-4262, Rivers & Associates, Inc., Engineers, Planners, Surveyors, 107 E. Second Street, Greenville, NC 27858, telephone (252) 752-4135, which appears of record in Map Book 74, at Pages 73-74, Pitt County Public Registry, and to which reference is hereby made for a more particular and accurate description of the portion of the 20' wide permanent sanitary sewer easement to be abandoned; and

WHEREAS, the current owner of the underlying fee interest in the property subject to said 20' wide permanent sanitary sewer easement is now University Residences-ECU, LLC; and

WHEREAS, Commission has no further use or need for a portion of said 20' wide permanent sanitary sewer easement to be abandoned; and

WHEREAS, Commission has requested the Grantor to indicate formally that it has no claims or interest in such property encumbered by a portion of said 20' wide permanent sanitary sewer easement as shown on a map legend with diagonal lines as “EXISTING EASEMENT TO BE ABANDONED” on Map Book 74, at Pages 73-74, Pitt County Public Registry; and

WHEREAS, Commission has, therefore, requested that Grantor execute a Deed of Release to University Residences-ECU, LLC, to indicate its abandonment and release of a portion of said 20' wide permanent sanitary sewer easement as shown to be abandoned on Map Book 74, at Pages 73-74, Pitt County Public Registry; and

WHEREAS, the City Council of Grantor, acting on the recommendation of the Commission, has duly adopted a Resolution abandoning, conveying and releasing to University Residences-ECU, LLC, such portion of the said 20' wide permanent sanitary sewer easement shown on such plat, appearing of record on Map Book 74, at Pages 73-74, Pitt County Public

Deed of Release
Page 3

Registry, as to be abandoned, a copy of which said Resolution is attached hereto as Exhibit "A" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, Grantor does hereby remise, release, discharge and forever quitclaim unto Grantee, University Residences-ECU, LLC, its successors and assigns, all the Grantor's rights, title, and interest in a portion of the said 20' wide permanent sanitary sewer easement shown as "EXISTING EASEMENT TO BE ABANDONED" on the map legend of such plat by diagonal lines. Reference is hereby made to the recorded plat for a more particular and accurate description of the portion of the 20' wide permanent sanitary sewer easement to be abandoned, which appears of record in Map Book 74, at Pages 73-74, Pitt County Public Registry. The singular shall include the plural. Any reference to gender shall include masculine, feminine and neuter.

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

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
PATRICIA C. DUNN, MAYOR

[SEAL]

Attest:

CAROL L. BARWICK, City Clerk

Deed of Release
Page 4

NORTH CAROLINA

PITT COUNTY

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

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

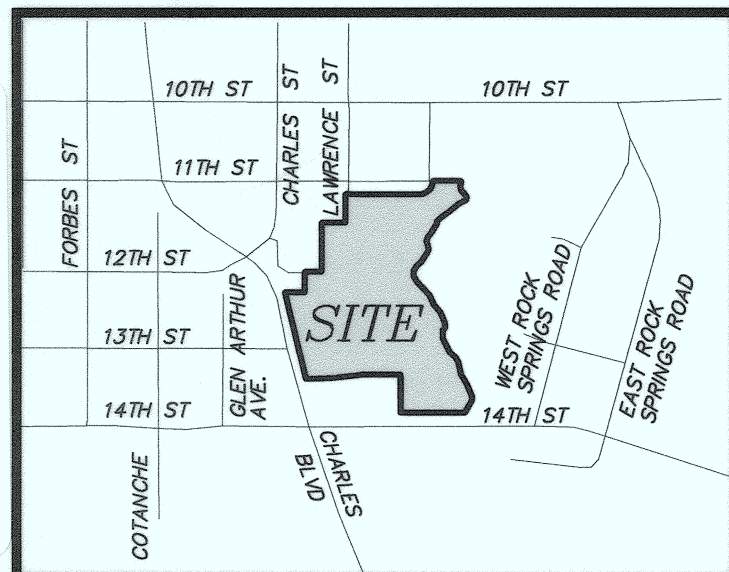
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My Commission Expires:

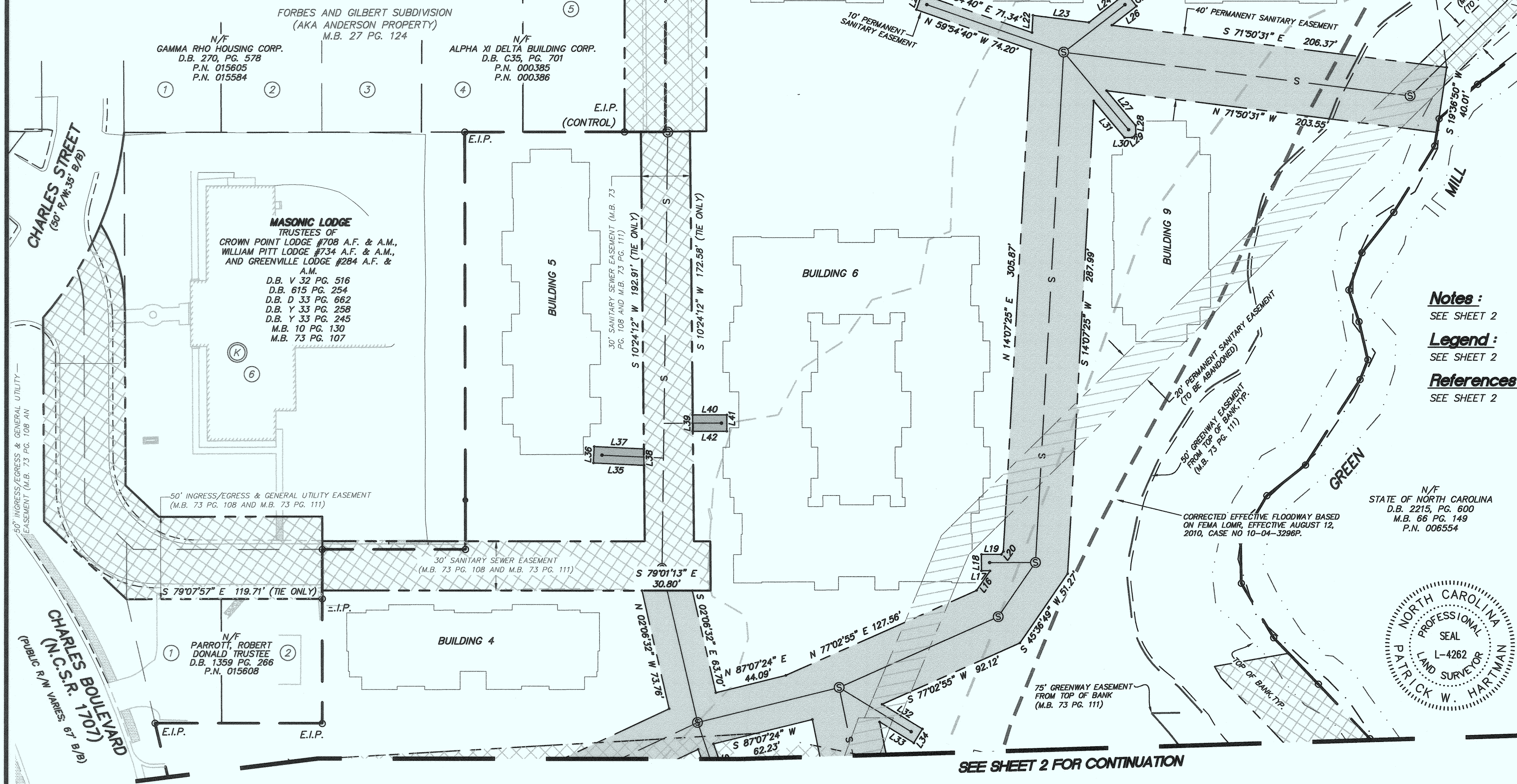
NOTARY PUBLIC

F:\WP\PRDIGUCIU RESIDENCES-ECU(DOR)

Doc ID: 01063470002
 Date: 2/25/2011 10:42:09 AM
 Fee Amt: \$42.00 Page 1 of 2
 Pitt County, NC
 Deborah T Barrington REG OF DEEDS
 BK 74 Pg 73-74



Vicinity Map
 SCALE: 1" = 1000'

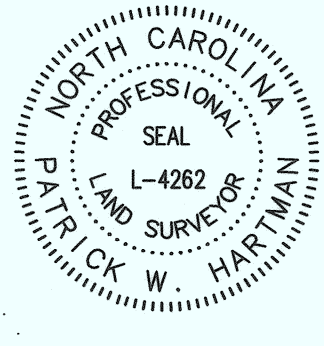


LINE	BEARING	LENGTH
L1	N 00°36'05" W	6.07
L2	N 77°37'55" W	17.53
L3	N 12°22'05" E	10.00
L4	S 77°37'55" E	15.22
L5	S 82°01'23" W	10.00
L6	N 89°56'33" E	27.47
L7	S 89°56'33" W	26.69
L8	S 00°33'27" E	10.00
L9	S 04°30'03" E	11.55
L10	S 85°30'23" W	25.68
L11	N 04°29'37" W	10.00
L12	N 85°30'23" E	25.68
L13	S 87°14'49" W	27.03
L14	N 02°45'11" W	10.00
L15	N 87°14'49" E	26.73
L16	N 45°36'49" E	14.42
L17	N 79°07'38" W	5.23
L18	N 10°52'22" E	10.00
L19	S 79°07'38" E	12.17
L20	N 45°36'49" E	2.15
L21	N 30°05'20" E	10.00
L22	N 14°07'25" E	10.54
L23	S 71°50'31" E	34.45
L24	N 63°16'10" E	29.01
L25	S 26°43'50" E	10.00
L26	S 63°16'10" W	18.97
L27	S 29°02'47" E	27.72
L28	S 10°52'22" W	5.51
L29	S 60°57'13" W	3.02
L30	N 79°07'38" W	4.49
L31	N 29°02'47" W	28.34
L32	S 47°33'59" E	28.86
L33	N 47°33'59" W	24.58
L34	S 42°26'01" W	10.00
L35	N 76°24'30" W	30.92
L36	N 13°35'30" E	10.00
L37	S 76°24'30" E	30.36
L38	S 10°24'12" W	10.02
L39	N 10°24'12" E	10.00
L40	S 79°07'38" E	20.92
L41	S 10°52'22" W	10.00
L42	N 79°07'38" W	20.84
L43	S 62°06'45" E	10.19
L44	S 31°50'14" W	30.07
L45	N 62°06'45" W	3.49

Notes:
 SEE SHEET 2

Legend:
 SEE SHEET 2

References:
 SEE SHEET 2



CERTIFICATION
 NORTH CAROLINA PITT COUNTY

I, **PATRICK W. HARTMAN** CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY CH/JEW FROM DEED DESCRIPTIONS RECORDED IN BOOK AS NOTED, PAGE; THAT THE RATIO OF PRECISION IS 1:10,000 +; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)d.: THIS SURVEY IS OF ANOTHER CATEGORY (EASEMENT MAP) OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 5TH DAY OF FEBRUARY, 2011.

SIGNED *Patrick W. Hartman*
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-4262

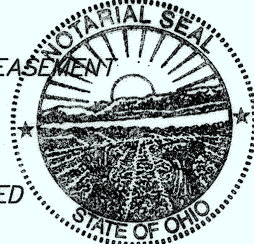
NORTH CAROLINA PITT COUNTY

I, **ANDREW THOMAS, JR.**
 A REVIEW OFFICER OF PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

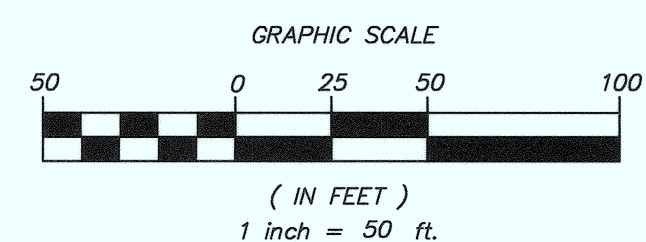
BY *Andrew Thomas, Jr.*
 REVIEW OFFICER
 DATE 2/25/11

Easement Legend:

- NEW PERMANENT SANITARY SEWER EASEMENT
- EXISTING EASEMENTS TO REMAIN
- EXISTING EASEMENT TO BE ABANDONED



SUSAN WILGUS
 Notary Public
 in and For the State of Ohio
 My Commission Expires
 June 25, 2015



REVISIONS: #1 - 2-16-11: REVISED PER G.U.C. COMMENTS

SEWER EASEMENT MAP

THE PROVINCE AT GREENVILLE

GREENVILLE TOWNSHIP, GREENVILLE, PITT CO., NORTH CAROLINA

OWNER **UNIVERSITY RESIDENCES - ECU, LLC**
 ADDRESS 495 SOUTH HIGH STREET, SUITE 150, COLUMBUS, OH
 PHONE (614) 241-2070

Rivers & Associates, Inc.
 Engineers Planners Surveyors
 107 East Second Street
 Greenville, NC 27858
 (252) 752-4135

SURVEYED CH/JW
 DRAWN AAS/KTW
 CHECKED PWH

APPROVED FDT
 DATE 2/7/2011
 SCALE 1" = 50'

SEE TITLE REFERENCES
 SHEET 2
 NORTH CAROLINA LIC. NO. L-4262

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

SEE TITLE REFERENCES
 SHEET 2
 NORTH CAROLINA LIC. NO. L-4262

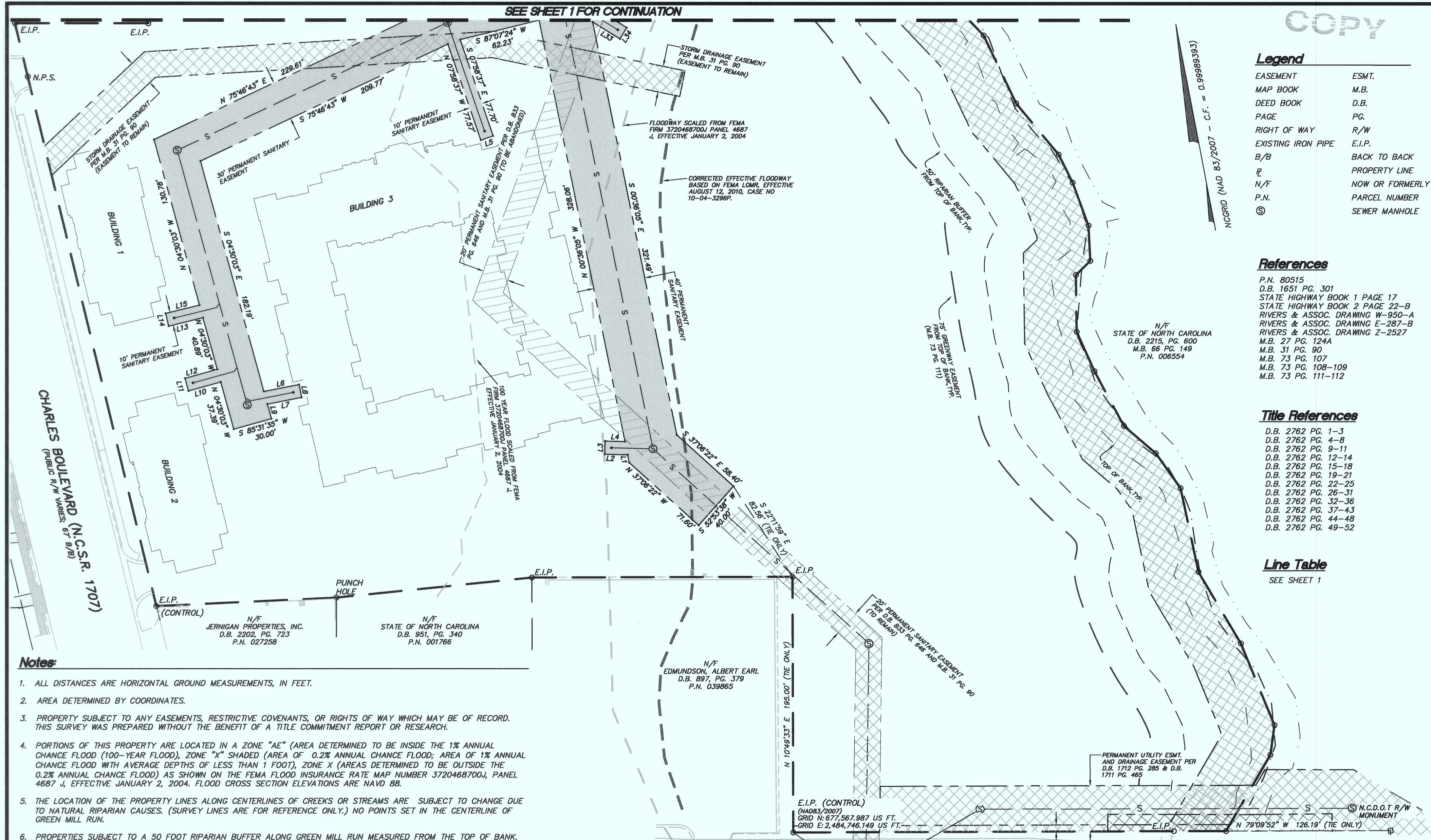
OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF *Peter H. Edwards*
 PETER H. EDWARDS, MANAGER
 SWORN TO AND SUBSCRIBED BEFORE ME THIS 22ND DAY OF February, 2011.
Susan Wilgus
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 6-25-2015

APPROVAL
 I HEREBY CERTIFY THAT NO APPROVAL IS REQUIRED BY THE CITY OF GREENVILLE PLANNING DEPARTMENT.
Andrew Thomas, Jr.
 CITY OF GREENVILLE PLANNING DEPARTMENT

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES, AND EASEMENTS FOREVER, ALL AREAS SHOWN OR SO INDICATED ON SAID PLAT.
 SIGNED *Peter H. Edwards*
 PETER H. EDWARDS, MANAGER
 ATTEST *Susan Wilgus*

Doc ID: C1084070002 Type: CRP
 Recorded: 03/02/2011 at 08:42:09 AM
 Fee Amt: \$42.00 Page 1 of 2
 Pitt County, NC
 Deborah T. Barrington REG OF DEEDS
 BK 74 Pg 73-74

COPY



Notes:

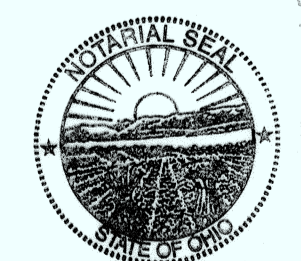
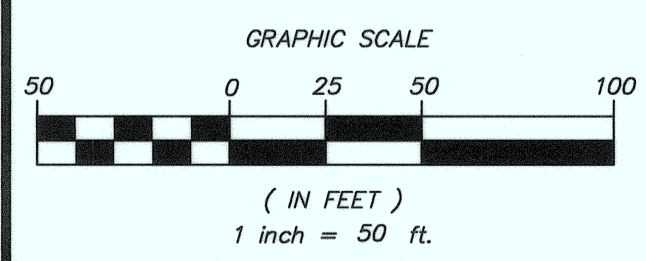
- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS, IN FEET.
- AREA DETERMINED BY COORDINATES.
- PROPERTY SUBJECT TO ANY EASEMENTS, RESTRICTIVE COVENANTS, OR RIGHTS OF WAY WHICH MAY BE OF RECORD. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT OR RESEARCH.
- PORTIONS OF THIS PROPERTY ARE LOCATED IN A ZONE "AE" (AREA DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ZONE "X" SHADED (AREA OF 0.2% ANNUAL CHANCE FLOOD; AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT), ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD) AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NUMBER 3720468700J, PANEL 4687 J, EFFECTIVE JANUARY 2, 2004. FLOOD CROSS SECTION ELEVATIONS ARE NAVD 88.
- THE LOCATION OF THE PROPERTY LINES ALONG CENTERLINES OF CREEKS OR STREAMS ARE SUBJECT TO CHANGE DUE TO NATURAL RIPARIAN CAUSES. (SURVEY LINES ARE FOR REFERENCE ONLY.) NO POINTS SET IN THE CENTERLINE OF GREEN MILL RUN.
- PROPERTIES SUBJECT TO A 50 FOOT RIPARIAN BUFFER ALONG GREEN MILL RUN MEASURED FROM THE TOP OF BANK.
- BUILDING OUTLINES ARE SHOWN FOR REFERENCE ONLY BASED ON DESIGN LOCATION; SITE IS UNDER CONSTRUCTION, WITH THE EXCEPTION OF THE SEWER OUTFALL, NO EXISTING IMPROVEMENTS HAVE BEEN FIELD LOCATED.

REVISIONS: #1 - 2-16-11: REVISED PER G.U.C. COMMENTS

SEWER EASEMENT MAP

THE PROVINCE AT GREENVILLE

GREENVILLE TOWNSHIP, GREENVILLE, PITT CO., NORTH CAROLINA



SUSAN WILGUS
 Notary Public
 In and For the State of Ohio
 My Commission Expires
 June 25, 2015

NCGS STADIUM (NAD 83/2007)
 N: 676,905,178.3 US FEET
 E: 2,485,840,507.3 US FEET
 ELEV. = 54.36 (NAVD 88)

N 46°22'02" E 617.04' (TIE ONLY GROUND)
 617.97' (GRID CALCULATED C.F. = 0.99989393)
 N 46°22'02" E 616.98' (GRID PUBLISHED)

NCGS HALL (NAD 83/2007)
 N: 677,330,912.4 US FEET
 E: 2,486,287,061.5 US FEET

OWNER **UNIVERSITY RESIDENCES - ECU, LLC**
 ADDRESS 495 SOUTH HIGH STREET, SUITE 150, COLUMBUS, OH
 PHONE (614) 241-2070

Rivers
 & Associates, Inc.
 107 East Second Street
 Greenville, NC 27858
 (252) 752-4135

SURVEYED	APPROVED
CH/JW	FDT
DRAWN	DATE
AAS/KTW	2/7/2011
CHECKED	SCALE
PWH	1" = 50'

Item # 9

SOURCE OF TITLE

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

SEE TITLE REFERENCES

NORTH CAROLINA LIC. NO. L-4246

OWNERS STATEMENT

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

Peter H. Edwards
 PETER H. EDWARDS, MANAGER
 SWORN TO AND SUBSCRIBED BEFORE ME THIS 2nd DAY OF February 2011.

Susan Wilgus
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 6-25-2015

APPROVAL

I HEREBY CERTIFY THAT NO APPROVAL IS REQUIRED BY THE CITY OF GREENVILLE PLANNING DEPARTMENT.

Arden Shom J.
 CITY OF GREENVILLE PLANNING DEPARTMENT

DEDICATION

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

SIGNED *Peter H. Edwards*
 PETER H. EDWARDS, MANAGER

ATTEST *Susan Wilgus*

CERTIFICATION

NORTH CAROLINA PITT COUNTY

Arden Shom J.
 A REVIEW OFFICER OF PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

BY *Arden Shom J.*
 REVIEW OFFICER

DATE 2/25/11



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Ordinance amending Greenville Utilities Commission's Water Capital Project Budget for the Tar River Temporary Dam Drought Mitigation Project

Explanation: At the September 16, 2008 Greenville Utilities Commission meeting, the Board adopted a water capital project in the amount of \$220,000 for the Tar River Temporary Dam Drought Mitigation Project. Fund balance in the capital project fund was appropriated by the Board as a funding source for this project. As of January 31, \$198,000 has been expended, and the estimated completion date for the project is June 30, 2011. Based on review of GUC's remaining outstanding bond proceeds, it is recommended that the revenue source for this project be changed from fund balance in the capital project fund to 2008 bond proceeds.

Fiscal Note: No costs to the City.

Recommendation: At the March 15, 2011 regular meeting, the Board of Commissioners of Greenville Utilities Commission adopted the proposed Water Capital Project Budget Amendment and recommended similar action by the City Council.

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

Attachments / click to download

[Ordinance - Amending Ordinance No. 08-106 Tar River Temporary Dam Drought Mitigation Project](#)

ORDINANCE NO. _____
AMENDING ORDINANCE NO. 08-106
FOR WATER CAPITAL PROJECT BUDGET
TAR RIVER TEMPORARY DAM DROUGHT MITIGATION PROJECT

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

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

	Current Budget	Change	Proposed Revised
Revenue:			
2008 Revenue Bonds	\$220,000	\$0	\$220,000
Total Revenue	\$220,000	\$0	\$220,000
 Expenditures:			
Project Cost	\$220,000	\$0	\$220,000
Total Expenditures	\$220,000	\$0	\$220,000

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

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

Adopted this the _____ day of _____, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Acceptance of the donation of property at 1604 Henry Street

Explanation: Wells Fargo has offered to donate to the City the residential property at 1604 Henry Street. This property is located south of the Public Works compound between Howell Street and Wyatt Street (see attachment). Code Enforcement has an on-going minimum housing action on the property as it has not been maintained.

Staff recommends accepting the donation of this property since it is in a location that could support the expansion of the Public Works compound in the future. Accepting the property at this time will minimize the City's land acquisition costs if the Public Works compound has to be expanded at some time in the future.

Wells Fargo has estimated the cost of demolition at \$5,000. This is a reasonable estimate based on the City's experience with demolishing similar structures in the past. Wells Fargo is also donating \$2,500 towards the cost of demolishing the building. The remainder of the funds required for demolition will be funded out of the Public Works operating budget.

Public Works will maintain the lot with its in-house work force after the property has been transferred to the City.

Copies of the two agreements with Wells Fargo to accept donation of this property are attached.

Fiscal Note: Public Works will fund the cost of demolishing the house on the lot out of its operating budget. The cost of maintaining the lot in the future will also be funded out of the Public Works operating budget.

Recommendation: Accept Wells Fargo's donation of the property at 1604 Henry Street and authorize the City Manager to sign the attached agreements with Wells Fargo.

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

Attachments / click to download

- [Henry Street](#)
 - [Agreement with Wells Fargo for 1604 Henry Street 893460](#)
 - [1604 Henry Street Addendum to Donation Agreement with Wells Fargo 893446](#)
-

DONATION AGREEMENT

This is a Donation Agreement (the "Donation Agreement") for certain real property located at **1604 HENRY STREET, GREENVILLE, NC, 27834** ("Property"), dated and effective as of this 8TH day of MARCH, 2011, between **Wells Fargo Bank, N.A.**, a national banking association ("Donor") and **CITY OF GREENVILLE**, a municipality ("Donee").

RECITALS

This Donation Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. Donor acquired the Property(ies) identified on Exhibit A through the foreclosure process.
- B. Donor did not originally construct any of the improvements forming part of any Property. Donor has not occupied any Property for its own use.
- C. Due to Donor's lack of familiarity with the Properties, Donor is unwilling to make any representations or warranties whatsoever regarding the Properties and Donor is only willing to grant Donee the Properties on an "**as is, where is**" and "**with all faults**" basis.
- D. Donee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties whatsoever regarding the Property and on an "**as is, where is**" and "**with all faults**" basis.

AGREEMENT

1. DONATION.

- 1.1 **Closing Costs.** Donor shall pay all costs associated with the transfer of the Property, including but not limited to attorney's fees, agents fees and recording costs ("Closing Costs").
- 1.2 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release and indemnity set forth in Section 2.2 of this Donation Agreement.
- 1.3 **Title.** Title shall be transferred on the Closing Date via a quit claim deed or its equivalent.

- 1.4 **Further Assurances.** Donee and Donor agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGMENTS, RELEASE AND INDEMNITY.**

- 2.1 **DONEE'S ACKNOWLEDGMENTS.** **DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO ANY PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:**

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.
- (f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.
- (g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.
- (h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

- (i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.
- (j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.
- (k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.
- (l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.
- (m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.
- (n) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 RELEASE AND INDEMNITY.

- (a) **RELEASE. DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SECTION 2.1 ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.**

- (b) **MEANING.** FOR PURPOSES OF THIS SECTION 2.2, ALL REFERENCES TO "DONOR" SHALL INCLUDE: (A) DONOR'S PARENT, SUBSIDIARY AND AFFILIATE CORPORATIONS, (B) DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND (C) THE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF DONOR'S DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS.
- (c) **EFFECTIVENESS.** THE PROVISIONS OF THIS SECTION 2 SHALL BE EFFECTIVE AS OF THE CLOSING DATE AND SHALL SURVIVE THE CLOSING DATE OR TERMINATION OF THIS DONATION AGREEMENT.

3. **CLOSING DATE.** IF THE CLOSING DATE DOES NOT TIMELY OCCUR DUE TO THE DEFAULT OF DONEE, (A) DONEE SHALL HAVE NO FURTHER RIGHT TO RECEIVE THE PROPERTY AND (B) DONOR SHALL BE FREE TO DISPOSE OF THE PROPERTY IN ANY WAY IT SEES FIT.

4. **GENERAL PROVISIONS**

- 4.1 **Successors and Assigns.** This Donation Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notwithstanding the foregoing, Donee may not transfer, assign or encumber Donee's rights under this Donation Agreement without Donor's prior written approval.
- 4.2 **Entire Agreement.** This Donation Agreement contains the entire agreement between the parties concerning the Donation and sale of the Portfolio, and supersedes all prior written or oral agreements between the parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.
- 4.3 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Donation Agreement and that the failure to timely perform any of the terms and conditions by either party shall constitute a breach and default under this Donation Agreement by the party failing to so perform.
- 4.4 **Partial Invalidity.** If any portion of this Donation Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Donation Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Donation Agreement.

- 4.5 **Governing Law.** The parties intend and agree that this Donation Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.
- 4.6 **No Third Parties Benefits.** No person other than Donor and Donee, and their permitted successors and assigns, shall have any right of action under this Donation Agreement.
- 4.7 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.
- 4.8 **Captions.** The captions and Section numbers of this Donation Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Donation Agreement.
- 4.9 **Counterparts.** To facilitate execution, this Donation Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.
- 4.10 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Donation Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Donation Agreement would be construed or interpreted against the party causing the document to be drafted.
- 4.11 **Notices.** Any notices or other communication required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donee: **CITY OF GREENVILLE**
Director of Public Works
200 W. 5th Street
Greenville, NC 27834

If to the Donor:
Wells Fargo Bank, N.A.
1 Home Campus
Des Moines, Iowa 50328-0001
Attention: Alex Krog , MAC# X2301-049

With a copy to:
Wells Fargo Bank, N.A.
1 Home Campus
Des Moines, Iowa 50328-0001
Attention: General Counsel, MAC X9903-03K

- 4.12 **Joint and Several.** If more than one person or entity has executed this Donation Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several.

[Signatures on the next page]

DONEE:

CITY OF GREENVILLE

Signature: _____

Print Name: _____

Title: _____

DONOR:

WELLS FARGO BANK, N.A.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPERTY ADDRESS

1604 HENRY STREET
GREENVILLE, NC 27834

LEGAL DESCRIPTION

Being all of Lot 10 of the Western Block of the subdivision of the Lands of W.B. & James Brown, as per plat thereof recorded in Map Book 2, Page 110, and being the identical property as described in a deed to Richard S. Curry, said deed dated 9-27-2005 and recorded in Book 1992, Page 264, Pitt County Registry. Reference to said instruments is hereby made for a more perfect description

OFAC CERTIFICATE

Pursuant to the Bank Secrecy Act and requirements specified by the Department of the Treasury's Office of Foreign Assets Control ("OFAC"), Wells Fargo Bank, N.A. will not engage in any transactions with any individual or entity that either appears on the list of Specially Designated Nationals and Blocked Persons, Specially Designated Terrorists, Specially Designated Narcotics Traffickers or that Wells Fargo Bank, N.A. suspects to be involved in a suspicious transaction or one in violation of federal law. Therefore, the following information must be provided. If Buyer fails to provide this information, Wells Fargo Bank, N.A. will not consider your offer. This information will only be used for the sole purpose of screening against OFAC and WorldCheck lists.

Please provide the following information:

Buyer 1			
First Name:	Middle Name:	Last Name: The City of Greenville	
Address: 200 W. 5th Street	City: Greenville	State: North Carolina	Zip: 27834
Country:	DOB:	Phone #:	

Buyer 2			
First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer 3			
First Name:	Middle Name:	Last Name:	
Address:	City:	State:	Zip:
Country:	DOB:	Phone #:	

Buyer's Agent Information			
First Name:	Last Name:	Company:	
Address:	City:	State:	Zip:
Email:	Phone #:	Fax # :	

Buyer's Company/Corporation/Partnership
If buyer is a Company/Corporation/Partnership or is not purchasing as an individual, buyer must provide full company/ corporation name and Articles of Incorporation and signing authority. **Full Name of Company/ Corporation and Address:**

List All Principal Owners of Partnership or LLC. Include individual tax ID, address and dates of birth for each. If the buyer is a non-profit organization, please list all signer's names (including non-board members) as well as all individuals with principal ownership or financial interest in the non-profit organization.:

Corporation Tax ID:

If Wells Fargo Bank, N.A. finds in its sole and absolute discretion that any purchaser meets the criteria as described above, the offer, purchase agreement or other documents executed in connection with the purchase of the property shall be of no effect, and shall be immediately cancelled. No party shall be liable to the other party in any way, for any claims whatsoever. Any earnest money shall be returned.

ADDENDUM TO DONATION AGREEMENT

PROPERTY ADDRESS: 1604 HENRY STREET, GREENVILLE, NC 27834_____

DATE OF PURCHASE AND SALE AGREEMENT: _____

PURCHASER City of Greenville _____

SELLER Wells Fargo & Co._____

Closing date to be extended to on or before: _____

Adjusted sales price to be: _____

Other: Wells Fargo to pay \$2,500.00 to the City of Greenville to assist in the cost of demolishing the property located at 1604 HENRY STREET, GREENVILLE, NC 27834

SELLER:
Wells Fargo & Co.
By: _____

PURCHASER:
City of Greenville
By: _____

Its: _____

Its: _____

Date: _____

Date: _____



AMES ST

GARLAND ST

GARLAND ST

HENRY ST

HOWELL ST

WYATT ST

WYATT ST

MCCLELLAN ST

BEATTY ST

SCHOOL

Item # 11



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

-
- Title of Item:** Resolution declaring police canine Bono as surplus property and authorizing his disposition to Officer Tim McLaughlin
- Explanation:** Police canine Bono has served with Officer Tim McLaughlin for eight and a half years. The canine is being retired. Officer McLaughlin is interested in the continued care of the police canine at his home.
- Fiscal Note:** No direct cost to the City.
- Recommendation:** Approve the attached resolution declaring police canine Bono as surplus property and selling him to Officer Tim McLaughlin for one dollar (\$1.00).
-

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Attachments / click to download

[Canine Bono Resolution 891326](#)

RESOLUTION NO.
RESOLUTION DECLARING A POLICE CANINE AS SURPLUS AND AUTHORIZING HIS
DISPOSITION TO OFFICER TIM MCLAUGHLIN

WHEREAS, the police canine for the Greenville Police Department, K-9 Bono, has retired;

WHEREAS, Officer Tim McLaughlin has been K-9 Bono's handler for eight years and six months and he has expressed an interest that Bono be released to his care for the remainder of Bono's life; and

WHEREAS, North Carolina General Statute 160A-267 permits City Council to authorize the disposition of property valued at less than thirty thousand dollars (\$30,000) by private sale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that K-9 Bono be and is hereby declared surplus to the needs of the City and is authorized to be conveyed to Officer Tim McLaughlin for one dollar (\$1.00).

This the 11th day of April, 2011.

Patricia C. Dunn, Mayor

ATTEST:

Carol Barwick, City Clerk

891326



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Presentations by boards and commissions:

- a. Affordable Housing Loan Committee
- b. Youth Council

Explanation: The Affordable Housing Loan Committee and the Youth Council will make their annual presentations to City Council on April 14, 2011.

Fiscal Note: N/A

Recommendation: Hear the annual presentations of the Affordable Housing Loan Committee and the Youth Council

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City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Recommendation from the Recycling Committee on Alternative Ways to Increase Recycling

Explanation: The 2010 and 2011 City Council Goals include a goal to increase residential recycling to reduce the per capita volume of solid waste being disposed of in landfills. Present collection methods make it easy for our residents to recycle; however, the City's present diversion rate of 10.5% is below typical level for a community. The City's diversion rate, which was 6% in 2000, 8% in 2008, and 10.5% in 2010 is increasing at a slow rate. The intent of the recommendation is to increase the City's recycling rate faster.

An increase in recycling will potentially add jobs at Eastern Carolina Vocational Center, reduce the County's landfill costs, reduce the environmental impact of disposing of solid waste, and reduce the energy required to produce new products. Increased recycling will also improve the environment by reducing air/water pollution and greenhouse gas emissions. One of the US Mayor's Climate Protection goals is to increase recycling rates in the City's operations and the community.

The City Council's 2010 and 2011 Goals directed staff to coordinate with a committee of stakeholders to develop a recommendation. In March of 2009, an ad-hoc recycling subcommittee of the Environmental Advisory Commission and Keep Greenville Beautiful completed a proposed recommendation to increase recycling. City Council approved portions of the recommendation at the May 2009 City Council meeting. The recommendations approved included developing a recycling promotional campaign and working with a committee of multi-family stakeholders to develop a multi-family recycling center installation program recommendation. These recommendations have been implemented.

The plan recommended by the 2010-11 Recycling Committee is to implement a Recycling Rewards Program in the City of Greenville as a pilot program. This recommendation develops a structure to reward City residents for recycling. The plan does not result in a net increase in the Sanitation Division budget. The

Committee proposes funding the Recycling Rewards Program's estimated cost of \$31,250 out of the \$40,000 allocated for recycling promotion in the FY 2011-2012 budget recommendation. The Recycling Rewards Program will be evaluated after a six-month period by staff in order to recommend to City Council if the program should continue beyond the initial one-year pilot period.

Staff will continue to promote recycling through publicity generated by the rewards program, free promotion venues, and utilizing the remaining funds to continue promotions on television, radio, and printed media.

The recommendation from the Recycling Committee is attached. Staff believes the Recycling Committee's recommendation will increase the recycling and diversion rate at a greater pace by increasing awareness of the importance of recycling while minimizing the cost to City residents. The Recycling Committee believes that the plan, if implemented, will achieve the goal set by the City Council for 2010 and 2011.

Fiscal Note:

The recommendation will not result in a net increase in the Sanitation Enterprise Fund budget.

The \$31,250 budget for this program, if approved, will be funded out of the promotional budget of \$40,000 that is allocated in the Sanitation Enterprise Fund FY 2011-2012 budget plan.

Recommendation:

Approve the Recycling Rewards Program for implementation in FY 2011-2012 as a pilot program.

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 [Recycling Committee Proposal 885525](#)

PROPOSED
CITY OF GREENVILLE
RECYCLING REWARDS PROGRAM

March 2011

Description of Program:

The City of Greenville Recycling Committee recommended at its February 22, 2011, Recycling Committee meeting that the City implements a Recycling Rewards Program. The goal of this program would be to increase the recycling and landfill diversion rates within our City. The "Put It in the Cart" rewards program was implemented at two Greenville Housing Authority complexes from December 2009 until June 2010 by Keep Greenville Beautiful through a grant from United Parcel Service (UPS). This program increased recycling set out rates and increased awareness of the importance of recycling in those communities. Based on this experience and successful similar programs in other cities, the Recycling Committee projects this proposed program would increase the rates of recycling and diversion rates among single-family households within the City of Greenville.

The Recycling Rewards Program would reward up to thirty-two randomly selected citizens per week if they are properly recycling. Each reward would be valued at twenty dollars (\$20). The thirty-two citizens will be selected at random weekly from each of the four recycling routes on each of the four recycling service days. Two citizens from each of the routes on each service day would be selected. This program would be heavily promoted utilizing promotional items, City website, G-TV 9, City Page, City Recycling Truck promotional magnets, and advertising in several publications within the City.

The Public Works Department will develop a database with all single-family addresses separated by each service day routes. A process will be developed to randomly select two addresses from each service day route. The addresses will be given to the crew driver that services each route each day to verify the citizen is properly recycling. The crew driver will notify the supervisor at the end of each day which addresses residents are participating in the recycling program. The Recycling Coordinator will present a twenty dollar (\$20) reward to the selected residents who are recycling. The residents that were not recycling when checked will be sent a letter encouraging them to recycle and letting the resident know they could have won a reward had they been recycling on this particular week. This process will be repeated for fifty (50) weeks during the first year. The weeks of Thanksgiving and Christmas are the two weeks that the program will not operate.

The Committee's recommendation centers on creating a heightened awareness of recycling through communications among citizens about this program, and the possibility of receiving a reward for recycling. The committee recommends this program be created

as a pilot program during FY 11/12. After six (6) months, the following measures will be compiled:

1. Recycling tonnage collection data will be analyzed to determine if recycling has increased in comparison with the same six (6) month period in the two previous years.
2. Recycling crews will be surveyed to find out if they perceive increases in participation.
3. Number of recycling sticker requests with reference to the reward incentive program.

At that time, staff will make recommendations to City Council as to the continuance of the program in future fiscal years.

The information below describes the steps needed prior to implementation and the fiscal effects of this proposed Recycling Rewards Program:

Steps to Implement Program:

- | | |
|--|------------|
| 1. Present to City Council requesting approval
If approved, the following steps will be taken. | April 2011 |
| 2. Develop Data Base for Selection of Addresses
- This will be accomplished by staff utilizing
the City's GIS system. | April 2011 |
| 3. Develop Process for Selection of Potential
Recipients | April 2011 |
| 4. Develop Process for Verification of Recycling
- Staff will develop process utilizing recycling
crews. | April 2011 |
| 5. Develop Process for Giving Out Award or
Notification of the Fact that Citizen could have
received an Award
- Recycling Coordinator | April 2011 |
| 6. Develop Public Relations Campaign for the Program | May 2011 |
| 7. Promote Program | June 2011 |
| 8. Implement Program | July 2011 |

Awards:

The two award types that would be utilized in this program are listed below. Each will be utilized for a period of six months during the pilot program one-year term. Award type one will be utilized the first six months, and Award type two will be utilized the second six months.

Award Type 1- Debit Card that can be utilized at any business that accepts a debit card. Each debit card will be valued at \$20

Fiscal Note: Card purchase fee of approximately \$2 per card

Cost per debit card: \$22

Award Type 2- Credit on Greenville Utilities Electrical Bill for \$20 per Award

Fiscal Note: No charge for credit process

Cost per credit: \$20

Proposed Budget:

• Awards per year	(1,250 @ \$20.00)	\$ 25,000
○ Based on an average of 25 per week from 32 potential recipients		
○ Proposed award would be a \$ 20.00 per award		
• Mailing Cost		\$ 2,000
• Cost of Debit Card for six (6) months	625@ \$2.00	\$ 1,250
• Advertising		\$ 0
○ Will be tied into existing promotion campaign		
• Promotional items		<u>\$ 3,000</u>
Total Budget for Program		\$ 31,250

Note: The Recycling Rewards Program is proposed to be funded through promotion and advertising funds that are presently budgeted for FY 11/12 in the Sanitation Fund.



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Recommendation from the Special Task Force on Public Safety to contract with East Carolina University to conduct a survey of community perceptions of crime

Explanation: One charge of the Special Task Force on Public Safety was to "Study the perception of crime and how that perception impacts the community's image." In response to that charge, the Task Force recommends that an entity not affiliated with the City conduct a survey to help better understand perceptions and issues relating to crime and the community.

Dr. William Bloss, Chair of East Carolina University's Department of Criminal Justice, has submitted a proposal to conduct that survey. Two options were presented, and both options use the same methodology. Option #1 is to proceed beginning in May 2011. Due to the lack of available student workers, this option will require more paid personnel. Option #2 is to proceed beginning in August 2011 using more student workers and, therefore, decrease costs. A copy of the proposal is attached.

Fiscal Note: Two proposal options submitted:

Option #1 will cost \$17,564

Option #2 will cost \$11,346

Funds for the contract are available in the Police Department's asset forfeiture account.

Recommendation: Authorize the Police Department to contract with ECU for this survey using proposal option #2.

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Attachments / click to download

 [ECU Survey Proposal](#)



City of Greenville, North Carolina
Community Fear of Crime Study
Research Proposal and Budget

~

March 7, 2011

Department of Criminal Justice

245 Rivers Building

Greenville, NC 27858-4353

(252) 328-4192 office

(252) 737-1769 fax

JUST@ecu.edu

**City of Greenville, North Carolina
Community Fear of Crime Study
Research Proposal**

Submitted to: Chief William J. Anderson
Greenville, NC Police Department
William Koch
Co-Chair, City of Greenville, NC Special Task Force on Public Safety
Anne Briley
Co-Chair, City of Greenville, NC Special Task Force on Public Safety

Submitted by: William P. Bloss, PhD
Professor and Chair
Department of Criminal Justice
East Carolina University
245 Rivers Building
Greenville, NC 27858-4353
Office (252) 328-1447
Fax (252) 737-1769
blossw@ecu.edu

Research Principal Investigator: William P. Bloss, PhD
Research Co-principal Investigators: Mark Jones, PhD; Patrice Morris, PhD; Daniel Lytle, MS

Introduction

Public safety plays an important role in determining overall community stability and a sense of personal well-being. It can be described using measures of actual crime or as an artifact of perceived individual crime risk and fear of crime. Either way, interpretation of crime risk and public safety are relative to the context in which they are framed and can be examined at various levels, i.e., city-wide, neighborhood, or individual. In the case of fear of crime, it is a multi-dimensional phenomenon whose effects range from crime victimization to quality of life indicators. Researchers have found that individual-level perceptions of crime risk and fear of crime are influenced by a number of factors such as feelings of vulnerability, demographics, information input, ecological conditions, community disorder, incivility, degrees of community social integration, and police intervention (Wyant, 2008). Whether based on crime data or individual perception, citizen beliefs about personal crime risk affect community cohesion, lifestyle choice, and attitude about the quality of public services. Hence, public safety decision makers need to be informed about citizen perceptions of crime risk, fear of crime, and police service since they are a gauge of community well-being and inextricably linked to broader crime control goals.

Research Proposal

Researchers from the Department of Criminal Justice at East Carolina University (hereafter Offeror) offer to conduct a research study titled “Community Fear of Crime” for the City of Greenville, NC (hereafter City). This proposal describes the research study components including research questions, research design and methodology, expected outcomes, and project timeline.

Background

Members of the City of Greenville, NC Special Task Force on Public Safety (hereafter Committee), in collaboration with the City of Greenville, NC Police Department (hereafter GPD), invited offeror to submit a proposal to conduct a research study on citizen fear of crime and safety perception in the city of Greenville, North Carolina. Offeror met with Committee and GPD representatives on several occasions to ascertain the desired focus of the study.

City representatives described a two-prong need for the research study. First, the study should collect data about citizen fear of crime perception. Particularly, insight is wanted into the comparative perceptions among four distinct neighborhood areas of the city. Relative to the area, the study should explore three facets of the fear of crime perception 1) crime risk in their resident neighborhood area; 2) crime risk in the city’s downtown area; and 3) information source that contributed to individual crime risk perception. In regards to resident neighborhood and downtown area perceptions, the survey will gather responses on specific types of crime or incivility.

Second, GPD wants data on citizen satisfaction with police service and performance, relative to safety and security, in three measures 1) resident neighborhood; 2) downtown area; and 3) city-wide. As indicated in Appendix A, survey questions measure the multiple dimensions of the bi-part study focus as well as related indicators. Additionally, the questionnaire collects demographic data to facilitate correlation analysis of respondent characteristics with perceptions and attitudes.

Relevant Literature

Researchers have studied the relationship between crime and location for decades. Although the research literature is replete with such studies, two seminal works help frame modern understanding of neighborhood-level crime effects. In the 1920s, social disorganization theory posited that crime was a consequence of weakened neighborhood social controls (Shaw and McKay, 1929). Later, Wilson and Kelling (1982) proffered the “broken windows” concept in an effort to explain how neighborhood disorder affected area crime. In search of greater insight, researchers have analyzed the fear of crime construct to uncover its causes and effects. For example, studies have examined the association between fear of crime and environmental correlates (Foster, Giles-Corti, & Knuiman, 2010), neighborhood conditions (Roman & Chalfin, 2008), incivility (Lewis & Maxfield, 1980), individual characteristics (Scarborough, Like-Haislip,

Novak, Lucas, & Alarid, 2010), and police intervention (Hinkle & Weisburd, 2008) to discover the various dimensions of the phenomenon.

Two overarching themes emerge from the extant research. First, it shows that fear of crime has a profound effect on individual lifestyle decision making, feeling of well-being, and overall quality of life. Second, citizen fear of crime is dramatically greater than official measures of crime. Even though fear of crime perception is not congruent with official empirical evidence, it nonetheless, has an adverse effect on citizen feeling of well-being and police-citizen relations. Given these realities, police leaders recognize the importance of addressing fear of crime as a symptom of underlying causes of community dysfunction to the extent that it hinders community policing efficacy.

Research Questions

The central focus of the study is to assess citizen fear of crime in Greenville, NC. Several dimensions and derivatives of citizen crime risk perception are subsumed within this construct. This study aims to answer these questions:

- What is the citizen's fear of crime and safety perception in their resident neighborhood?
- What is the citizen's fear of crime and safety perception in Greenville's downtown area?
- What is the citizen's fear of crime and safety perception as it relates to police competence and performance?
- What is the citizen's level of satisfaction with police services?
- What effect does neighborhood social and physical disorder have on citizen fear of crime and safety perception?
- What effect does neighborhood cohesion have on citizen fear of crime and safety perception?
- What effect does neighborhood disadvantage have on citizen fear of crime and safety perception?
- What is the variance among the four city neighborhood areas in terms of citizen fear of crime and safety perception and police competence, performance, and service?
- What is the source of information that contributes to the formulation of a citizen's fear of crime and safety perception?

Sample data will be analyzed to understand three measures of citizen perception 1) individual; 2) neighborhood area; and 3) city-wide. Additionally, characteristic and neighborhood area correlations and comparisons will be analyzed to provide insight into inter-area variations in crime risk/safety and police performance perceptions and attitudes.

Research Methodology

Methods

The data for this study will be collected using telephone surveys. The surveys will be conducted with the assistance of the Center for Survey Research, East Carolina University. The Center will survey approximately 500 residents of Greenville, NC with special attention devoted to collecting data from respondents in each of the four distinct areas, as determined by the Greenville Police Department (GPD) patrol district/neighborhood designation. We will survey one person at least 18 years of age or older per household contacted. A random sample will be drawn from each of the four areas.

We will also conduct face to face in-depth interviews with residents from each of the four designated areas. This data will be used in conjunction with the survey data to capture inter-area variation in fear of crime across the four designated areas. We plan to interview at least 30 people from each area. Together, the data obtained from both methods will provide a composite picture of the fear of crime measures. The primary statistical technique used to analyze the data will be ordinary least squares regression.

Dependent Variable

The primary dependent variable for this study is the respondent's general fear of crime. This variable is measured on a four-point Likert scale with 1 indicating "not afraid at all" and 4 indicating "very afraid." Lower levels of this measure indicate less fear than greater values. Additionally, we will measure respondent's fear of property and violent crime specifically using the same four-point Likert scale.

Independent Variables

This study measures two types of independent variables 1) demographic characteristics; and 2) neighborhood conditions.

Demographic Characteristics

We will measure several individual level characteristics. These measures include: age, gender, education level, race, ethnicity and victim status. *Age* is measured as a continuous variable. *Gender* is measured as a dichotomous variable; male is 0 and female is 1. *Education* is measured as a Likert scale item where 1 indicates "less than a high school education," 2 indicates "high school or GED equivalent," 3 indicates "some college" and 4 indicates a 'college degree or greater.'" *Race and ethnicity* are each measured dichotomously with 0 indicating white and 1 indicating non-white for race and 0 indicating non-Hispanic and 1 indicating Hispanic for ethnicity, respectively. *Victim status* is measured dichotomously with 0 indicating not a victim and 1 indicating that the respondent has been the victim of a crime within the past 24 months.

Neighborhood Conditions

We will measure several neighborhood level conditions. These conditions include: police satisfaction, social disorder, physical disorder, neighborhood cohesion, crime rate, and disadvantage index. *Police satisfaction* is measured using a series of questions asking respondents to rate how strongly they agree with the following statements: 1) "police officers treat citizens with respect," 2) "police treat citizens fairly," 3) "police officers generally help people," 4) "police officers act professionally," and 5) "police officers act according to my value system." These measures are consistent with previous studies on perceptions of fear. Greater scores on this composite measure indicate a greater satisfaction with the police. The measure of *social disorder* asks respondents to rate how much of a problem particular situations are in their neighborhood. Each rating uses a four-point Likert scale where 1 indicates "not a problem at all" and 4 indicates the issue is a "major problem." The problems in this measure are: drinking in public, speeding/reckless driving, stealing of car registration stickers, gang presence, prostitution, loud music/parties, homelessness, begging, loitering, and truancy. Higher values on this measure indicate a greater level of social disorder. This measure is consistent with other measures of social disorder when examining fear of crime. *Physical disorder* is measured in a manner similar to social disorder. Respondents are asked to rate how much of a problem particular situations are in their neighborhood. Each rating uses a four-point Likert scale item with 1 being "not a problem at all for my neighborhood" and 4 being this issue is a "large problem for my neighborhood." The problems in the *physical disorder* measure are: vandalism, garbage, litter, abandoned cars, illegally parked cars, rundown buildings and homes, overgrown weeds and shrubs, and graffiti. Larger values of this measure indicate greater levels of physical disorder in the respondent's neighborhood.

We will use several measures to indicate levels of *neighborhood cohesion*. First, we ask respondents to identify the number of non-familial neighbors they know. Second, we ask respondents a series of attitudinal questions. These questions ask respondents how likely they would intervene in the series of situations. A respondents' likelihood is measured on a four-point Likert scale with 1 indicating "not likely at all" and 4 indicating "extremely likely." The questions are: 1) "I would intervene if my neighbor's child, who is not a member of my family, was acting inappropriately," 2) "I would help my neighbor, who is not a member of my family, if they were having a personal emergency," 3) "I would intervene if my neighbor, who is not a member of my family, was the victim of a crime." Higher levels of this variable indicate a greater level of social cohesion. *Crime rate* is measured based on the most recent Uniform Crime Report data for Greenville. Finally, neighborhood disadvantage is based on US Census data for the following measures: percent black, percent unemployed, percent poverty, and percent single-headed households. This measure of neighborhood disadvantage is generally consistent with other studies of fear of crime and neighborhood disadvantage.

Expected Outcomes

Data analysis will center on four principal areas 1) citizen fear of crime and safety perception; 2) information sources(s) that contribute to the formulation of citizen fear of crime and safety

perception; 3) effect of demographic characteristic and neighborhood condition on citizen fear of crime and safety perception; and 4) citizen satisfaction with police competence, performance, and service.

The findings of this study will provide City officials with objective and scientifically valid information that can be used to inform and guide operational and policy decisions regarding the 1) efficacy of crime control measures in improving citizen feelings of safety and well-being; 2) effect of police service on citizen feelings of safety; 3) effect of neighborhood disorder on citizen fear of crime; 4) official intervention methods needed to reduce citizen fear of crime; 5) police deployment strategies needed to improve citizen crime risk perception; 6) community relations applications likely to reduce citizen fear of crime; and 7) citizen survey data necessary for the GPD 2011 CALEA assessment. Together, the study findings will provide decision makers with a deeper level of understanding about citizen perceptions and attitudes regarding the effects of crime in a manner that moves far beyond what the official crime record reveals.

Project Timeline (May-December 2011)

The planned timeline for conducting the one-time cross-sectional research study is:

2011

May-July	Survey questionnaire development; sample designation/classification by pre-determined four-part areas
July-Aug	Pre-test validation; telephone survey and field interview data collection in all areas
Aug-Oct	Data coding, input, and analysis
Oct-Dec	Report of findings; policy and practice recommendations; consultation with GPD

Using this research design and sampling strategy, a longitudinal study could easily be implemented which would collect data from similar respondents and city areas over a long-term period. Although this proposal is for an initial one-time cross-sectional study, it could be replicated over multiple time frames. And future questionnaire contents can be modified to gather data on different issues once the project is begun.

Research Budget

Two budget options are listed below. The principal difference is the variation in personnel costs caused by a lack of available unpaid student interviewers in the summer period mid-May to mid-August. In order to get the needed interviewers during those months it is necessary to hire student workers to collect data. Beginning the data collection in June, as opposed to August, enables the researchers to perform the analysis and report their findings sooner.

In Option 1, personnel costs include a request for \$6,459 to pay telephone and field interviewers during the summer; whereas, Option 2 requests \$807 for paid interviewers with the remaining workers being unpaid research assistants that are available in the fall semester (August-December 2011).

OPTION 1

I. Personnel Cost

Ms. Mande Lancaster will provide 5% effort on this project. She will act as survey manager with the duties of respondent sampling as well as training, supervising, and coordinating the collection of data by the project assistants and interviewers. A salary of \$1,099 and benefits of \$322 for a total of \$1,421 is requested.

Graduate Assistant (GA) 1 will provide 25% effort on this project for 3 months. The GA will be responsible for training, and helping to coordinate, the interviewers. A salary of \$1,250 and benefits of \$96 for a total of \$1,346 is requested.

Graduate Assistant (GA) 2 will provide 100% effort on this project. This GA will be responsible for data management (i.e., coding and input) and assisting in the data analysis. A salary of \$5,333 and benefits of \$408 for a total of \$5,741 is requested.

Phone interviewers will provide 400 hours of effort for this project, at \$10/hour plus benefits. Total of \$4,306 is requested for phone interviewers.

Field interviewers will provide 200 hours of effort for this project at \$10/hour plus benefits. Total of \$2,153 is requested for field interviewers.

Total personnel requested: \$14,967

II. Sample Purchase

A scientifically valid sample of respondents must be obtained to enable collection of the data needed for the study. The Center for Survey Research will purchase respondent information (i.e., name, residential address and telephone number) of residents in the City of Greenville, North Carolina from a commercial company. The representative sample will be determined by the research methodology in terms of numbers and resident location. Interviewers will use this sample data to survey respondents by telephone and in the field. A total of \$950 is requested for the sample purchase.

III. Printing and Binding Costs

Costs for printing and binding are based upon projected use of print materials for data collection, coding, and analysis reporting. \$50 is requested for printing costs.

IV. Facilities and Administrative Costs

Costs are based on 10% of total modified direct costs. \$1,597 is requested.

Total requested: \$17,564

OPTION 2

I. Personnel Cost

Ms. Mande Lancaster will provide 5% effort on this project. She will act as survey manager with the duties of respondent sampling as well as training, supervising, and coordinating the collection of data by the project assistants and interviewers. A salary of \$1,099 and benefits of \$322 for a total of \$1,421 is requested.

Graduate Assistant (GA) 1 will provide 25% effort on this project for 3 months. The GA will be responsible for training, and helping to coordinate, the interviewers. A salary of \$1,250 and benefits of \$96 for a total of \$1,346 is requested.

Graduate Assistant (GA) 2 will provide 100% effort on this project. This GA will be responsible for data management (i.e., coding and input) and assisting in the data analysis. A salary of \$5,333 and benefits of \$408 for a total of \$5,741 is requested.

Phone interviewers will provide 50 hours of effort for this project, at \$10/hour plus benefits. Total of \$538 is requested for phone interviewers.

Field interviewers will provide 200 hours of effort for this project at \$10/hour plus benefits. Total of \$269 is requested for field interviewers.

Total personnel requested: \$9,315

II. Sample Purchase

A scientifically valid sample of respondents must be obtained to enable collection of the data needed for the study. The Center for Survey Research will purchase respondent information (i.e., name, residential address and telephone number) of residents in the City of Greenville, North Carolina from a commercial company. The representative sample will be determined by the research methodology in terms of numbers and resident location. Interviewers will use this sample data to survey respondents by telephone and in the field. A total of \$950 is requested for the sample purchase.

III. Printing and Binding Costs

Costs for printing and binding are based upon projected use of print materials for data collection, coding, and analysis reporting. \$50 is requested for printing costs.

IV. Facilities and Administrative Costs

Costs are based on 10% of total modified direct costs. \$1,031 is requested.

Total requested: \$11,346

References

- Foster, S., Giles-Corti, B., & Knuiiman, M. (2010). Neighbourhood design and fear of crime: A social-ecological examination of the correlates of residents' fear in new suburban housing developments. *Health & Place*, 16, 1156-1165.
- Hinkle, J. C. & Weisburd, D. (2008). The irony of broken windows policing: A micro-place study of the relationship between disorder, focused police crackdowns, and fear of crime. *Journal of Criminal Justice*, 36, 503-512.
- Lewis, D.A. & Maxfield, M.G. (1980). Fear in the neighborhood: An investigation of the impact of crime. *Journal of Research in crime and Delinquency*, 17, 160-189.
- Roman, C. G. & Chalfin, A. (2008). Fear of walking outdoors: A multilevel ecologic analysis of crime and disorder. *American Journal of Preventive Medicine*, 34, 306-312.
- Scarborough, B., Like-Haislip, T. Z., Novak, K., Lucas, W.L., & Alarid, L.F. (2010). Assessing the relationship between individual characteristic, neighborhood context, and fear of crime. *Journal of Criminal Justice*, 38, 819-826.
- Shaw, C. R. & McKay, H.D. (1929). *Delinquency areas*. Chicago: University of Chicago Press.
- Wilson, J.Q. & Kelling, G.L. (1982). Broken windows: The police and neighborhood safety. *Atlantic Monthly*, 249, 29-38.
- Wyant, B. R., (2008). Multilevel impacts of perceived incivilities and perceptions of crime risk on fear of crime. *Journal of Research in Crime and Delinquency*, 45, 39-64.

SAMPLE

Appendix A
Community Fear of Crime Survey

This questionnaire is part of a research study which examines community perception of crime. Your participation is strictly **voluntary** and will be kept **confidential**. Please select the response or answer that most closely represents your personal point of view.

Thank you for your willingness to participate in this study.

Section A: Neighborhood

1. My neighborhood is safe.
Strongly Disagree Disagree Agree Strongly Agree
2. My neighborhood is safer than other neighborhoods in Greenville.
Strongly Disagree Disagree Agree Strongly Agree
3. I feel safe in downtown Greenville during the day.
Strongly Disagree Disagree Agree Strongly Agree
4. I feel safe in downtown Greenville at night.
Strongly Disagree Disagree Agree Strongly Agree
5. Drugs can be easily obtained in my neighborhood.
Strongly Disagree Disagree Agree Strongly Agree
6. Violent crime is a serious problem in my neighborhood.
Strongly Disagree Disagree Agree Strongly Agree
7. Theft is a serious problem in my neighborhood.
Strongly Disagree Disagree Agree Strongly Agree

8. How serious of a problem are the following conditions in your neighborhood?
 1= Not a Problem at All 2=Minor Problem 3=Somewhat of a Problem
 4=Major Problem

Physical Disorder

1. Vandalism	1	2	3	4
2. Garbage	1	2	3	4
3. Litter	1	2	3	4
4. Abandoned cars	1	2	3	4
5. Rundown and abandoned buildings	1	2	3	4
6. Poorly kept yards	1	2	3	4
7. Graffiti on sidewalks and walls	1	2	3	4

Social Disorder

1. Unsupervised teenagers	1	2	3	4
2. Drinking in public	1	2	3	4
3. Speeding/reckless driving	1	2	3	4
4. Loud or noisy neighbors	1	2	3	4
5. Homelessness	1	2	3	4
6. Begging	1	2	3	4
7. Loitering	1	2	3	4

9. Please rate your response to the following statements:

1. I would intervene if my neighbor's child, who is not a member of my family, was acting inappropriately.

Strongly Disagree Disagree Agree Strongly Agree

2. I would help my neighbor, who is not a member of my family, if they were having a personal emergency.

Strongly Disagree Disagree Agree Strongly Agree

3. I would intervene if my neighbor, who is not a member of my family, was the victim of a crime.

Strongly Disagree Disagree Agree Strongly Agree

10. Most of the information I get about crime in my neighborhood comes from:

Personal experience Family members Media (TV, newspaper) Neighbors

Community leaders Police officers Friends from other neighborhoods

Section B: Police

1. The Greenville Police Department treats citizens with respect.
Strongly Disagree *Disagree* *Agree* *Strongly Agree*

2. The Greenville Police Department treats citizens fairly.
Strongly Disagree *Disagree* *Agree* *Strongly Agree*

3. The Greenville Police Department generally helps people.
Strongly Disagree *Disagree* *Agree* *Strongly Agree*

4. The Greenville Police Department act professionally.
Strongly Disagree *Disagree* *Agree* *Strongly Agree*

5. The Greenville Police Department police officers act according to my value system.
Strongly Disagree *Disagree* *Agree* *Strongly Agree*

6. I would feel comfortable calling the Greenville Police Department for assistance.
Strongly Disagree *Disagree* *Agree* *Strongly Agree*

Section C: Demographics

1. What is your age?
18-24 years 25-34 years 35-44 years 45-54 years 55-64 years 65+years

2. What is your education level?
Some High School H.S. Diploma or GED Some College Associate's Degree
Bachelor's Degree Master's Degree and/or PhD

3. What is your racial/ethnic background?
White African American Hispanic Asian American Indian
Other _____

4. What is your gender?
Male Female

5. Are you currently employed?
Yes No

6. What is your annual income?
Under \$10,000 \$10,000-19,000 \$20,000-49,000 \$50,000-99,000
\$100,000+

7. How long have you lived at your current residence? _____

8. Do you own or rent?

Homeowner

Renter

9. Have you ever been a victim of crime in the past 24 months?

Yes

No



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Establishment of Audit Committee

Explanation: During the discussion of awarding a contract for auditing services in 2010, a request was made for staff to propose a new process for auditor selection. City staff reviewed the auditor selection process in other cities and the process used in Greenville in the past. Attached is a proposal to create a new Audit Committee that would be responsible for the review of all aspects of the independent audit process.

The proposed Audit Committee would collaborate with Greenville Utilities Commission during the auditor selection process. A copy of the proposed Audit Committee process was provided to GUC for review and comment. At the March 15, 2011 GUC Board meeting, the GUC Chair indicated that if the City Council created the Audit Committee, the GUC Finance Committee would represent GUC in the process.

Fiscal Note: No direct cost to create the Audit Committee.

Recommendation: Consider the staff proposal and take appropriate action.

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Attachments / click to download

[Audit Committee Proposal 891172](#)

City of Greenville

Audit Committee Proposal

The Audit Committee shall be composed of the Mayor, Mayor Pro Tem, and one Council Member appointed by the City Council. The Mayor and Mayor Pro Tem shall serve by virtue of their office. The City Council appointee shall be appointed by City Council in January of even numbered years and shall serve at the pleasure of City Council. The Mayor shall serve as chair of the Audit Committee. Meetings shall be conducted on an as-needed basis upon the call of the Mayor or two members of the Committee. Staff to the Committee shall be designated by the City Manager. The Committee shall report directly to the City Council on all matters assigned.

The Audit Committee is responsible for the following:

- In consultation with the GUC Finance Committee or other designated GUC representatives, recommend to the City Council and GUC Board the selection process to select an independent firm of certified public accountants, qualified to perform the annual audit of the City/GUC;
- Following the process approved by the City Council and GUC Board, meet with the GUC Finance Committee or other designated GUC representatives to recommend to the City Council and GUC Board an independent firm of certified public accountants, qualified to perform the annual audit of the City/GUC;
- Review the arrangements for the scope of the annual audit, accounting principles (including alternatives), materiality limits incorporated in the audit, and to determine the reasonableness and adequacy of the audit fee;
- Review the terms of an engagement letter from the selected independent auditors;
- Meet with the selected independent auditors during the annual audit to discuss the auditing process including the examination of internal controls currently prescribed by the City;
- Review the auditors' report and audited financial statements to determine that these financial statements present fairly the financial position and results of operations and that the independent auditors have no reservations about them and to make such recommendations thereon to the City Council as deemed necessary by the Committee;
- Make recommendations, if any, to the City Council regarding the following financial documents:
 - a. Annual audited financial statements,
 - b. Management letter submitted by the independent auditors,
 - c. Response to management letter submitted by City staff, and
 - d. Financial management policies;

- Review component unit information as necessary in relation to the City's annual audit report;
- Determine whether there are any unresolved issues between the staff and the independent auditors, which could affect the financial statements;
- Make reports and recommendations to the City Council on other matters referred to it by the City Council.



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Naming the former school building at the Lucille W. Gorham Intergenerational Center as the Mary Maurice Ward Building

Explanation: On September 20, 2010, the City received the attached letter from Curtis Ward and the family of Mary Maurice Ward, SCC requesting that one of the buildings on the campus of the Lucille W. Gorham Intergenerational Center be named in honor of Mary Maurice Ward. The letter explains the reason that this honor should be bestowed on Sister Mary Maurice Ward.


The request has been reviewed by the staff and advisory groups at the Intergenerational Center who recommended that the former school building be named the Mary Maurice Ward Building.

The Memorandum of Understanding between the City and East Carolina University for operation of the Center provides that the City has the right to name the Center and the buildings that comprise the Center. The Memorandum of Understanding also provides that the City must consult with ECU prior to naming any buildings at the Center. Attached is a letter from ECU Chancellor Steve Ballard endorsing the naming of the former school building in honor of Mary Maurice Ward.

Fiscal Note: No direct costs are associated with this request.

Recommendation: Approve the request to name the former school building at the Lucille W. Gorham Intergenerational Center as the Mary Maurice Ward Building.

Attachments / click to download

 [IGC Naming Request](#)

September 15, 2010

Wayne Bowers, City Manager
City of Greenville
Greenville City Hall
Greenville, NC 27834

Dear Mr. Bowers,

I hope this correspondence finds you and your family well. I am writing to the City Manager for the City of Greenville in order to request that one of the buildings contained within the campus of the LUCILLE W. GORHAM INTERGENERATIONAL COMMUNITY CENTER (formerly Saint Gabriels Church Property) be named in honor of my sister ***Mary Maurice Ward***.

At this time, I explain my reason for this request. On December 6, 1939, Doris Marie Ward was born to my parents, Mr. William Ward and Ms. Addie M. Ward. At the age of nine, on June 13 1948, she was baptized as a member of Saint Gabriels Church. In 1958 she entered into the Order of the Sisters of Christian Charity (SCC), to train and serve as a nun for the Catholic Church . Upon her graduation, she became the first black female from Greenville to become a nun and she served Saint Gabriel Church and this city. She also honored our priest, Father Maurice of Greenville by adopting his name and served until her untimely death on October 4, 1966. As you can see, my family and I are very proud of my sister and her accomplishments. I believe it a very fitting honor for her legacy that a building be named the ***Mary Maurice Ward Building*** as a remembrance to the many varied and vital services given to this city and its citizens. My family and I thank you for your time and consideration in this important request and feel free to call me at 252 355 8075 should you have any questions or concerns in this matter.

Sincerely Yours,

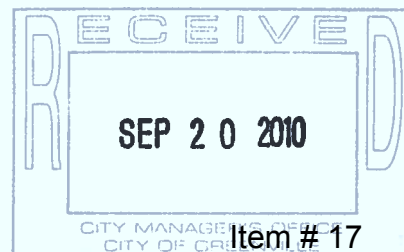


Curtis Ward

and the family of *Mary Maurice Ward* , SCC

408 Sedgefield Drive

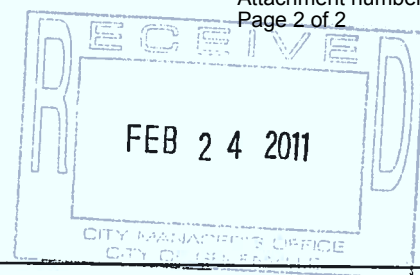
Greenville, NC





Office of the Chancellor

East Carolina University
105 Spilman Building • Greenville, NC 27858-4353
252-328-6212 office • 252-328-4155 fax
www.ecu.edu



February 21, 2011

Mr. Wayne Bowers
City Manager
P. O. Box 7207
Greenville, NC 27835

Dear Mr. Bowers:

Thank you for your letter dated February 9, 2011, seeking comments from ECU regarding the naming of the former school building at the Lucille Gorham Intergenerational Center in honor of Mary Maurice Ward. I consulted with Provost Marilyn Sheerer and Dr. Judy Siguaw, dean of the College of Human Ecology, and I am pleased to let you know that there are no objections to naming the school building in honor of Miss Ward. This would be a fitting tribute to a special citizen of the Greenville community.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steve Ballard'.

Steve Ballard
Chancellor

pc: Dr. Marilyn Sheerer
Provost and Senior Vice Chancellor for Academic and Student Affairs

Dr. Judy Siguaw
Dean, College of Human Ecology



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Funding for the Drew Steele Center

Explanation: A need to expand recreational services for citizens with disabilities was expressed by some area residents in 2006, and a proposal to turn the Elm Street Gym into a "special needs facility-for-all" - the Drew Steele Center - was born. Fundraising began at that time, and with the 2010 approval of an additional \$500,000 NC Parks and Recreation Trust Fund (PARTF) grant, Recreation and Parks staff is ready to move forward with construction.

A status report and projected costs regarding the Drew Steele Center are attached.

Transforming the Elm Street Gym into the Drew Steele Center will make the facility accessible to people with disabilities, and enable it to become the City's "focal point" for recreational services for those with special needs. But the project also represents a long-awaited opportunity to address many substandard conditions within the building and park. Originally constructed in 1962, the Elm Street Gym is not Americans with Disabilities Act accessible, lighting is extremely poor, there is no air conditioning, the gym playing surface (carpeting) is old and tattered, there is no fire suppression system, offices are poorly designed and located, and the parking lot pavement is quite deteriorated.

This project involves the facility's complete renovation. The community took a lead role in raising associated funds, generating over \$500,000. Though \$45,000 of this was previously donated to the City for special needs projects, the balance will go towards matching the \$500,000 PARTF grant. With these funds in place, Jimmy Hite of Hite Associates and Ric Miller of R.R. Miller Construction agreed to donate project design and management services, valued in excess of \$100,000. With \$963,826 identified (donation amount of \$463,826 + \$500,000 PARTF grant), preliminary design was finalized, which allowed the establishment of a Guaranteed Maximum Price for building construction at \$1,297,275.

This leaves a construction budget shortfall of \$333,449. Funding this amount will allow construction/renovation of the building, which is anticipated to take approximately 18 months.

PARTF grant requirements stipulate that the funded project be completed within three (3) years of the award or the grant funds be forfeited. The community donation stipulated that construction begin within two (2) years of the contribution or be subject to being returned.

A future consideration: Other required project elements (unrelated to building construction), with an estimated value up to \$228,500, will be needed in the latter stages of construction, in mid FY 2012-2013. Since a significant portion of these funds may be raised through in-kind services or donations, the exact amount needed cannot be quantified at this time. This additional need is likely to be significantly less than the amount specified above, and staff will work with the Recreation and Parks Commission to identify donors for specific fixtures, projects or equipment.

Fiscal Note: \$333,449 is the amount now needed for building construction. Up to \$228,500 may be needed in FY 2012-2013 for additional required project elements.

Recommendation: Approve \$333,449 from the undesignated fund balance in the General Fund for construction of the Drew Steele Center.

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Attachments / click to download

 [DSC Council Brief 889586](#)

 [DSC Projected Costs 3 25 11 893711](#)

Status Report—The Drew Steele Center Project

Greenville Recreation & Parks

- In early '06, an idea for expanding special needs recreation services was announced.
 - A committee composed of Henry Hinton, Mike Steele, Ray Craft and Skip Holtz met with then Rec & Parks Director Boyd Lee to discuss this issue.
 - A golf tournament to raise money for this purpose was organized; netted \$165,000.
 - The committee decided to have both **short term** and **long term** goals.
 - **Short term goal** that year was to **make playgrounds accessible**.
 - \$15,000 was donated to create paved connectors from parking lot to playgrounds at West Haven, Peppermint, S. Greenville & Thomas Foreman Parks.
 - **Long term goal** was to develop **a center for people with disabilities**.
 - The Greenville City Council minutes of the November 9, 2006 meeting note, *“This has been needed for a long time, and the City hasn’t been able to fund it.”*
 - The remaining \$150,000 was set aside to support this goal.
 - Sites considered: Boyd Lee Park, Perkins Complex, Elm Street Gym, Jaycee Park.
 - A gym was thought to be essential, so Elm Street Gym was selected.
 - Jimmy Hite began donating his services to develop a schematic level of design.
 - He’s continued to donate his company’s design services ever since.
 - At the time, projected total cost for the project was approximately \$1M.
 - However, no specific project components had been determined, so there was no “architectural backup” for this figure.
 - The November 9, 2006 minutes also noted that *“The building was built 40 years ago and is in need of refurbishing.”*
 - Note: The gym nevertheless continues to have “regional appeal,” attracting users from across the City for men’s and youth basketball programs, indoor soccer, free play (basketball, table games), Special Olympics, and an occasional special event.
 - Recreation & Parks Commission recommended that once construction began, the gym be renamed the “Drew Steele Center.”

- On November 9, 2006, Council voted to rename the gym *The Drew Steele Special Needs Center*, “once the renovations have begun.”
- There have been 2 more golf tournaments since, & many associated fundraising activities.
 - Countless individuals, companies, & non-profits have contributed immense support.
- In early 2007, ground was broken in Elm Street Park for a related project, the *Sarah Vaughn Field of Dreams*, a wheelchair accessible baseball/softball diamond.
 - The approximate value of this project was \$600,000.
 - The City provided \$125,000 towards the cost of a new restroom/storage/ concession building.
 - Funds remaining after completion of the Field of Dreams were directed toward the construction of *CommonGround*, a totally accessible playground at Elm Street Park.
 - In 2008, \$30,000 in Drew Steele funds were donated in support of the *CommonGround* project.
 - The \$225,000 project was completed in May 2008, requiring only \$40,000 in city funds.
- From the start, the Drew Steele Center project was considered as potentially worthy of a matching grant from the NC Parks & Recreation Trust Fund (PARTF).
 - Previously, the City had applied for approximately 6 PARTF grants & received 4.
 - Those four: Guy Smith Park (\$250,000), River Park North (\$250,000), Boyd Lee Park (\$250,000), & Greenville Aquatics & Fitness Center (\$500,000).
 - In early 2005, the Greenville Recreation and Parks Comprehensive Master Plan, which included no reference to the Drew Steele Center, became 5 years old.
 - Because of the plan’s age, any PARTF application for Drew Steele Center funding would not generate significant planning points, & be less likely to be approved for funding.
 - But by early 2007, funds were in the budget for updating the Comprehensive Master Plan.
 - So we initially decided to wait until the update was completed before again applying for PARTF funds.
 - However, we were encouraged to apply anyway, & in January 2008 did so (even though Master Plan update had not be completed), hosting all the required public meetings, & again working with Mr. Hite on design issues.

- By then it had become clear that the cost of all the components desired & required for such a project would necessitate phasing, so the grant application was submitted only for “Phase I.”
- That 2008 application was not selected for funding, nor was our 2009 application.
 - Each time funding was denied, we met with PARTF staff to determine how many points our application had generated, & how we might generate additional points in the next application.
- We were told that competition for PARTF dollars was continually intensifying, so we worked to include as many point-generating components in our project as possible.
- We decided we’d submit our 3rd PARTF application for this project in January, 2010.
 - More public input was sought through the required public meetings.

THE CHALLENGE WAS THREEFOLD:

- **(1) Create a “Phase One” that would have enough point-generating components to be selected for funding.**
- **(2) Assure that, once completed, Phase I would result in a product that would be ENTIRELY FUNCTIONAL “as is,”** even if Phase II didn’t follow for some time.
- **(3) Limit the project & grant application to the \$1,000,000 maximum allowed.**
 - # 1 & #3, above, were in conflict with each other.
 - Each additional “point- generating component” also added cost.
 - But removing them to lower costs would lower the chances of receiving a grant award.
 - Additionally, **specific, detailed costs** would not be known until construction documents were developed.
 - And without assurance of grant approval, the architect was hesitant to donate the many hours required to develop those documents. That was understandable.

- But the project cost in the application couldn't exceed \$1,000,000 anyway, unless our local match exceeded \$500,000 by an equivalent amount. It did not.
 - (Example: *In order to submit a project with a \$1.4 million cost estimate, we would have to show that we had a local match of \$900,000 to couple with the \$500,000 maximum PARTF grant.*)
- However, there was some hope that during construction, further corporate support might be received (actual dollars or in-kind services) that could offset some additional costs.
 - That remains a hope, but, with the uncertainties of the economy, it's not one we're overly optimistic about.
 - Some earlier Drew Steele Center corporate partners have actually gone out-of-business.

-
- In order to keep the \$500,000 PARTF dollars intact, the **total project** must be completed by August 2013.
 - Moving forward with construction of the building requires assurance that the total amount for building construction is available, even if no additional community support is received.
-

SINCE RECEIVING NOTICE OF PARTF GRANT APPROVAL . . .

- Construction documents have been developed by Hite Associates. They divide the project's cost into:
 - (1) **IMMEDIATE NEED / BUILDING COSTS -** (Required in order to initiate construction of the building itself.)
 - a. **Guarantee Maximum Price for building construction: \$1,297,275**
(See budget attached)
 - b. **Available funds: \$963,826** (\$500,000 in PARTF monies + \$463,826 contribution — Funds remaining after previously mentioned \$15,000 and \$30,000 donations to the City for playground accessibility and the CommonGround playground project)
 - c. \$36,174 would have been needed to bring the current "local share" to \$500,000, even if the project budget did not exceed \$1,000,000.

- d. **Additional funds beyond this amount needed to begin construction:** \$297,265, for a total of \$333,439.

(2) **FUTURE NEED / OTHER REQUIRED PROJECT ELEMENTS** --

Support/funding for these elements is not needed until building work is completed, approximately 18 months from the start of construction. (\$228,500 – Budget attached). However, these elements must be completed by August 2013.

- a. Includes 3 outdoor components, specifically included as grant “point-generators.”
- b. Includes furnishings, weight equipment, bleachers, gym divider curtain, etc.

NOTES

Some costs could not be anticipated prior to a comprehensive building design & detailed analysis being completed by Hite Associates.

- For example, it was found that a required sprinkler system will necessitate the installation of an 8” water main across Elm Street (\$30,000).
- Numerous facility and park issues would have to be addressed even if there wasn’t a Drew Steele Center project. For example:
 - Parking Lot - Deteriorating rapidly; past due for renovation (\$45,000).
 - ADA requirements – Gym has numerous accessibility issues. In addition, restrooms & upstairs offices/game area are not accessible. (Specific costs undetermined.)

CLOSING COMMENTS

- Throughout the life of this proposal, there has always been a concern among staff that \$1,000,000 would not be enough to cover the project, even when the project was split into phases.
- As design information and issues progressively came to light, this concern grew.
- For that reason, the Drew Steele Center was included in a variety of documents with **a progressively higher cost estimate:**
 - The 2008-2013 CIP: \$1,200,000 (*Estimate based on early conceptual plans*)
 - The 2009 Recreation and Parks Capital Needs Assessment: \$1,250,000
 - The current CIP (2011-2015): \$1,800,000 (on page RP-26 of the 2011-2015 Capital Improvement Program.) *This estimate was based on a “per square foot cost,” once the square footage of the project had been determined.*

- The total additional funds need to complete the project – beyond the **\$963,826** currently available -- are now estimated at \$525,775. As noted above, \$333,439 must be appropriated at this time in order to begin construction.
- The additional needs (\$228,500) could possibly be reduced through a variety of means, between now and completion of construction (estimated to be October 2012).
 - The Recreation and Parks Commission will consider appointing a task force to work over the next 18 months on identifying ways of reducing these costs.

For more information, contact Gary Fenton at the Recreation and Parks Department, 329-4567.

Phase I; Drew Steele Center – Projected Cost Revised March 25, 2011

Doc #893711

Building Costs; Required to go to Construction (Include specific units - sizes, numbers, lengths, etc. - for each item.)	Unit	Total Item Cost
Renovation Component: Multipurpose Gym Floor (3,612 sq ft), new HVAC, new accessible restrooms, office, multi-purpose meeting room and weight room.	1	\$1,060,000
Utilities & Site Work: New plumbing, updated electrical, water, parking improvements & gas lines.	1	\$140,000
Planning and Development Costs		
Planning/ site planning, architectural design and civil	1	\$30,000
Owner's Contingency (soft cost associated with printing, duplication, materials testing & unforeseen conditions)	1	\$67,275
Subtotal Building Cost		\$1,297,275

Available funds for Construction =	\$963,826
Building Construction Cost =	(\$1,297,275)
Required to go to Construction; Need =	(\$333,449)

Other Project Elements Required after Building Construction		
Equipment: Weight training equipment, resilient flooring	1	\$56,000
Shuffleboard Renovation: Renovation of shuffleboard area.	1	\$12,500
Outdoor Arbor Area: Outdoor classroom area for interpretive horticultural activities and instruction.	1	\$42,000
Trail Construction: Paved , ADA compliant, asphalt trail to outdoor activities	1	\$35,000
Fixtures: Bleachers	1	\$17,000
Curtain Wall	1	\$30,000
Furniture	1	\$20,000
Interior Finishes	1	\$16,000
Subtotal "Other Required Project Elements		\$228,500
***GRAND TOTAL PROJECT COST		\$1,525,775



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Bradford Creek Public Golf Course maintenance equipment lease

Explanation: As with any golf course operation, quality conditions are the result of staff's ability to adhere to strict schedules of mowing, spraying, and other critical maintenance functions. Having functional, dependable equipment is essential to success in this area. Unfortunately, much of Bradford Creek's equipment dates from when the course was originally constructed over 15 years ago, which puts this equipment significantly past the typical replacement age. Breakdowns and resulting "out-of-service" equipment are becoming commonplace, resulting in specific maintenance functions being delayed, customer complaints, and a decline in overall course conditions and playability.

This negatively impacts revenues and the course's ability to reach its goal of a self-sustaining operation. While this lease will result in an increase in operational expenditures, not addressing the issue will likely result to a greater extent in a reduction in revenues and make attaining the course's financial goals close to impossible.

Attached is the bid tabulation results from the formal bid process managed through Purchasing indicating Revels Turf and Tractor as the lowest responsible bidder and best value for the City. Also attached is a listing of the specific equipment within this lease. (A list that was already "pared down" to basic, essential equipment items, each with a specific, individual work function. Eliminating an item eliminates that work function -- See "Equipment Purpose" and "Justification" columns).

This lease period is five (5) years, with a clause that permits all the equipment to be acquired at the end of the lease for \$1.00. The lease will contain a "non-appropriation clause" for governmental entities so the City can be released from the lease if funds are not appropriated that would allow its continuance. While the lease term, specific equipment, and lease cost have been determined, the legal details of the lease document will be finalized after funding is approved.

Fiscal Note: The lease cost is \$25,530.93 per year for five (5) years, or a total cost of \$127,654.65. Amount needed for the balance of FY10-11 is \$4,255. 00.

Recommendation: Approve the Bradford Creek maintenance equipment lease with Revels Turf and Tractor conditioned upon approval of its associated item in Budget Amendment #9 and authorize the City Manager to negotiate and sign the lease agreement.

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 [BCGC Equipment Lease Bid Tabulation](#)

 [BCGC - Equipment Requested](#)

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

Description: Formal Bid# 10-11-51 for Lease of Golf Course Equipment for Bradford Creek Per Specifications

Bid Due Date: Tuesday, March 22, 2011 @ 2:00 P.M.

Contractor	Address	Bid Bond	Unit Price	Total Bid Price	Delivery	Comments
Smith Turf & Irrigation (STI)	7401 ACC Boulevard Raleigh, NC 27617	N/A		*\$168,300.56		*Add full mkt. value for equip & 5th yr.
Revels	2217 N. Main Street Fuquay- Varina, NC 27526	N/A		\$127,655		
Doc#893252						

 Angelene E. Brinkley, CLGPO, MPA Purchasing Manager

Date: _____

BRADFORD CREEK PUBLIC GOLF COURSE; EQUIPMENT LEASE REQUEST #878617

UNIT	VENDOR	EQUIPMENT PURPOSE	JUSTIFICATION	ANNUAL LEASE COST	LEASE TERM	TOTAL LEASE COST	EQUIPMENT PURCHASE COST
John Deere 5065M utility tractor	John Deere	General course "workhorse". Basic equipment.	Tractors operate continuously; 40 hours/week. Basic, essential equipment. Significant downtime on one unit this year.				\$24,000
Land Pride AFM 4216 bat wing mower	John Deere	Gang mower for mowing roughs.	Current mower down for significant periods of time this summer generating complaints due to poor playing conditions. \$12,000 to date spent repairing the old mower. New purchase cost is \$18,000.				\$17,500
ProGator 2020A truckster to transport spray unit	John Deere	Truckster used to transport spray unit for greens spraying. Will support other maintenance functions.	Required to operate the sprayer & top dresser attachments (below).				\$18,700
John Deere HD200 SelectSpray pesticide sprayer	John Deere	Spray tank for pesticide spraying on greens. Very fundamental unit.	A dedicated greens spray rig is required to prevent killing greens with residual chemical present in the fairway sprayer (ProGator attachment).				\$9,850
Greens top dresser	John Deere	Improves greens playability, prevents disease.	Basic golf course greens maintenance equipment item (ProGator attachment).				\$13,500
Agri-metal FA720 TW Fairway Aerifier	John Deere	used to aerify fairways (pulls plugs creating holes).	Reduces weed infestations & encourages turf growth by loosening the soil. Basic golf course maintenance equipment.				\$7,550
Salsco 9067-N greens roller	John Deere	smoothes & shapes greens after aerification	Basic golf course greens maintenance equipment item.				\$11,250
Total Lease Cost:				\$25,531	5 years	\$ 127,654	\$102,350
NOTE: All equipment requested replaces equipment from original course construction prior to acquisition. Items requested are all very basic to golf course operation if a quality course is desired.							
NOTE: Lease cost was quoted as a package & not broken out individually as a condition of the bid.							
NOTE: Lease buy out for all units will be \$1. at the end of the lease term.							



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Policy for Public Comment

Explanation: At its March 3, 2011, meeting, City Council approved a motion made by Council Member Glover that the Policy for Public Comment be placed on the next City Council agenda.

Attached is the following:

- 1) G.S. 160A-81.1 which is the state statute requiring City Council to have a public comment period.
- 2) Greenville City Council Policy for Public Comment which is the Council approved policy on public comment periods.

Fiscal Note: There is no fiscal impact with discussing the Policy.

Recommendation: Discuss the Policy for Public Comment.

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Attachments / click to download

[General Statute 160A-81.1.](#)

[City of Greenville Policy for Public Comment 573173](#)

GREENVILLE CITY COUNCIL POLICY FOR PUBLIC COMMENT

In accordance with the provisions of North Carolina General Statute 160A-81.1, the following policy is hereby established for a Public Comment Period during meetings of City Council.

1. A period reserved for comments from the public will be included as an item of business on the agenda as Public Comment Period for the City Council meeting held on the second Thursday of the month. If this Thursday meeting is not held, the Public Comment Period will be placed on the agenda for the Monday meeting prior to the second Thursday of the month. If neither of these meetings are held, the Public Comment Period will be placed on the agenda for the meeting held on the second Monday after the second Thursday of the month. If none of these meetings are held, there will be no Public Comment Period for the month.
2. The Public Comment Period will be placed on the agenda after the public hearings and prior to Other Items of Business on the agenda.
3. The Public Comment Period shall not exceed a total of thirty minutes, unless the City Council, by a majority vote, extends this limit.
4. Each individual will be allowed no more than three minutes for comments, unless the City Council, by a majority vote, extends this limit.
5. An individual wishing to address the Council during the Public Comment Period shall register with the City Clerk prior to the opening of the meeting by signing his or her name, address and a short description of his or her topic on a sign-up sheet stationed on the podium at the entrance to the Council Chambers.
6. If the thirty minutes allocated to the Public Comment Period has not expired after the individuals who have registered have spoken, individuals who fail to register before the meeting may speak during the Public Comment Period. These individuals will speak following those who registered in advance. If time remains, the Mayor will ask if any other individual wishes to address the Council during the Public Comment Period. An individual wishing to speak should raise his or her hand and ask to be recognized by the Mayor. After being recognized by the Mayor, the individual should state his or her name, address and the topic to be addressed.
7. Items that were the subject of public hearings conducted at the same meeting shall not be discussed during the Public Comment Period.
8. Action on items brought up during the Public Comment Period will be at the discretion of the City Council. If the City Council deems that the comment requires action, rarely will action be taken at the meeting when it is presented. It will likely be referred to staff for review and recommendation.

This policy, adopted August 8, 2005, supercedes previous policies for public comment during meetings of City Council on matters which are not the subject of a public hearing.

§ 160A-81.1. Public comment period during regular meetings.

The council shall provide at least one period for public comment per month at a regular meeting of the council. The council may adopt reasonable rules governing the conduct of the public comment period, including, but not limited to, rules (i) fixing the maximum time allotted to each speaker, (ii) providing for the designation of spokesmen for groups of persons supporting or opposing the same positions, (iii) providing for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the hall, and (iv) providing for the maintenance of order and decorum in the conduct of the hearing. The council is not required to provide a public comment period under this section if no regular meeting is held during the month. (2005-170, s. 3.)



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Discussion of clubs helping to pay for downtown police costs

Explanation: Council Member Glover has requested that an item be placed on the agenda for the City Council to discuss the downtown clubs helping pay for the additional costs of providing police in the downtown area.

The City Council has requested that the General Assembly grant the City authority to levy a tax or fee on the sale of alcoholic beverages at all or a class of establishments having ABC permits to generate funds for law enforcement purposes. A bill to grant this authority has been introduced in the State Senate.

Council Member Glover also requested that the City Council discuss the ordinance drafted previously that would require clubs having amplified audio entertainment to provide an off-duty law enforcement officer or licensed security guard under certain conditions. A copy of this draft ordinance is attached.

Fiscal Note: No cost to discuss this issue. Current Police Department downtown deployments costs are approximately \$500,000 per year.

Recommendation: Discuss clubs helping to pay for downtown police costs.

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[AN ORDINANCE AMENDING TITLE 11 OF THE GREENVILLE CITY CODE BY ESTABLISHING SAFETY REGULATIONS FOR CERTAIN](#)

ORDINANCE NO. 10-

AN ORDINANCE AMENDING TITLE 11 OF THE GREENVILLE CITY CODE BY
ESTABLISHING SAFETY REGULATIONS FOR ESTABLISHMENTS
HAVING AMPLIFIED AUDIO ENTERTAINMENT LATE AT NIGHT

WHEREAS, the City Council of the City of Greenville has determined that there is a need to implement measures which will promote a safe environment in the areas where establishments having amplified audio entertainment late at night are located, particularly when the establishments having amplified audio entertainment late at night are concentrated in an area or when the establishments having amplified audio entertainment late at night are located near residential areas;

WHEREAS, there are approximately sixteen (16) establishments having amplified audio entertainment late at night located in approximately a four (4) block area in the downtown area and this concentration of establishments having amplified audio entertainment late at night has created issues such as crowd control, noise, public intoxication, altercations, and potential violence;

WHEREAS, establishments having amplified audio entertainment late at night located near residential areas also have created a quality of life concern for the nearby neighborhoods as a result of issues such as crowd control, noise, public intoxication, altercations and potential violence;

WHEREAS, the City of Greenville has deployed a significant amount of law enforcement resources to address the issues created by establishments having amplified audio entertainment late at night concentrated in the downtown area and by establishments having amplified audio entertainment late at night located near residential areas;

WHEREAS, establishing reasonable safety regulations for establishments having amplified audio entertainment late at night is in the public interest to protect the health, safety, and welfare of the patrons of the establishments having amplified audio entertainment late at night, the citizens of the city, and surrounding neighborhoods; and

WHEREAS, North Carolina General Statute §160A-181 authorizes the City of Greenville, by ordinance, to regulate places of amusement including coffee houses, cocktail lounges, nightclubs, beer handlers, and similar establishments, North Carolina General Statute §160A-194 authorizes the City of Greenville, by ordinance, to regulate and license occupations, businesses, trades and professions and to prohibit those which may be inimical to the public health, welfare, safety, order, or convenience and North Carolina General Statute §160A-174 authorizes the City of Greenville, by ordinance, to define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA:

Section 1: That Title 11 of the Code of Ordinances, City of Greenville is hereby amended by adding a Chapter 13 entitled "SAFETY REGULATIONS FOR ESTABLISHMENTS HAVING AMPLIFIED AUDIO ENTERTAINMENT LATE AT NIGHT," said chapter to read as follows:

CHAPTER 13. SAFETY REGULATIONS FOR ESTABLISHMENTS HAVING AMPLIFIED AUDIO ENTERTAINMENT LATE AT NIGHT.

Section 11-13-1. Purpose

In order to protect the health, safety, and welfare of the city and its citizens, it is the purpose of this chapter to establish reasonable and uniform requirements in order to address the harmful effects associated with establishments at which amplified audio entertainment occurs late at night and at which a large number of patrons congregate late at night.

Section 11-13-2. Definitions

As used in this chapter the following terms shall have the following meanings unless the context clearly indicates that a different meaning is intended:

Amplified audio entertainment means 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 systems operating at a low amplification shall not be deemed amplified audio entertainment.

Dining and entertainment establishment means an establishment which is a dining and entertainment establishment as defined by the Zoning Ordinance for Greenville, North Carolina.

Downtown area means the geographic area within the CD zoning district as defined by the Zoning Ordinance for Greenville, North Carolina.

Low amplification means sound level which is not either (i) above a decibel level of sixty (60) dB measured at least five (5) feet from the source of the sound or (ii) audible at a distance of fifteen (15) feet or more from any entrance to the public or private club, dining and entertainment establishment, or restaurant.

Public or private club means an establishment which is a public or private club as defined by the Zoning Ordinance for Greenville, North Carolina.

Residential zoning district means the RA20, R6MH, R6, R6A, R6A-RU, R6N, R6S, R9, R9S, R15S, PUD, MR, and MRS zoning districts as defined by the Zoning Ordinance for Greenville, North Carolina.

Restaurant means an establishment which is either a restaurant, conventional or restaurant, fast food as defined by the Zoning Ordinance for Greenville, North Carolina.

Section 11-13-3. Security Requirement

- (a) A public or private club, dining and entertainment establishment, or restaurant which provides or utilizes amplified audio entertainment or any form of live entertainment on any day at any time during the period between 11:00 PM to the close of business shall be subject to a security

requirement during and after such period of amplified audio entertainment or live entertainment as follows:

1. A public or private club, dining and entertainment establishment, or restaurant located in the downtown area that has an approved occupancy of more than 50 total persons but not more than 300 total persons as determined by the building inspector shall employ not less than one (1) uniformed off-duty law enforcement officer, or not less than one (1) uniformed security guard provided by a security guard and control profession licensed in accordance with the provisions of Chapter 74C of the North Carolina General Statutes, to patrol inside the public or private club, dining and entertainment establishment, or restaurant or the area outside the public or private club, dining and entertainment establishment, or restaurant near the main entrance to the public or private club, dining and entertainment establishment, or restaurant during the period between 11:00 PM to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises. The required security personnel shall remain on duty and visible either inside or outside the public or private club, dining and entertainment establishment, or restaurant and shall be accessible to law enforcement officers at all time. This requirement shall apply regardless of the number of patrons actually within the public or private club, dining and entertainment establishment, or restaurant.
2. A public or private club, dining and entertainment establishment, or restaurant located in the downtown area that has an approved occupancy of more than 300 total persons as determined by the building inspector shall employ not less than two (2) uniformed off-duty law enforcement officers, or not less than two (2) uniformed security guards provided by a security guard and control profession licensed in accordance with the provisions of Chapter 74C of the North Carolina General Statutes, to patrol inside the public or private club, dining and entertainment establishment, or restaurant or the area outside the public or private club, dining and entertainment establishment, or restaurant near the main entrance to the public or private club, dining and entertainment establishment, or restaurant during the period between 11:00 PM to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises. The required security personnel shall remain on duty and visible either inside or outside the public or private club, dining and entertainment establishment, or restaurant and shall be accessible to law enforcement officers at all time. This requirement shall apply regardless of the number of patrons actually within the public or private club, dining and entertainment establishment, or restaurant.
3. A public or private club, dining and entertainment establishment, or restaurant not located in the downtown area that (i) is located within a five hundred (500) foot radius, including street rights-of-way, of a residential zoning district as measured from the building or structure containing the public or private club, dining and entertainment establishment, or restaurant to the nearest residential zoning district boundary and (ii) has an approved occupancy of more than 50 total persons but less than 200 total persons as determined by the building inspector shall employ not less than one (1) uniformed off-duty law enforcement officer, or not less than one (1) uniformed security guard provided by a security guard and control profession licensed in accordance with the provisions of Chapter 74C of the North Carolina General Statutes, to patrol the parking lot, and to

disperse the crowd, and to direct traffic during the period between 11:00 PM 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 public or private club, dining and entertainment establishment, or restaurant and shall be accessible to law enforcement officers at all time. This requirement shall apply regardless of the number of patrons actually within the public or private club, dining and entertainment establishment, or restaurant.

4. A public or private club, dining and entertainment establishment, or restaurant not located in the downtown area that (i) is located within a five hundred (500) foot radius, including street rights-of-way, of a residential zoning district as measured from the building or structure containing the public or private club, dining and entertainment establishment, or restaurant to the nearest residential zoning district boundary and (ii) has an approved occupancy of 200 or more total persons as determined by the building inspector shall employ not less than two (2) uniformed off-duty law enforcement officers, or not less than two (2) uniformed security guards provided by a security guard and control profession licensed in accordance with the provisions of Chapter 74C of the North Carolina General Statutes, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period between 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 public or private club, dining and entertainment establishment, or restaurant and shall be accessible to law enforcement officers at all time. This requirement shall apply regardless of the number of patrons actually within the public or private club, dining and entertainment establishment, or restaurant.

(b) Notwithstanding the provisions of subsection (a), a public or private club, dining and entertainment establishment, or restaurant located in the downtown area may participate in a pool account in cooperation with other public or private clubs, dining and entertainment establishments, or restaurants in accordance with the provisions of this subsection in lieu of providing the security required by subsection (a). The pool account must be established with an entity which has entered into a written contract with the city for the city to provide law enforcement services in the downtown area that involves financial participation by public or private clubs, dining and entertainment establishments, or restaurants located in the downtown area. The entity contracting with the city must pay to the city an amount determined by the city and agreed to in the contract between the city and the entity contracting with the city. The contract shall provide that the entity contracting with the city will identify the public or private clubs, dining and entertainment establishments, or restaurants participating in the pool account in lieu of providing the security required by subsection (a). The payments shall be paid in advance to the city by the entity contracting with the city on a quarterly basis no later than the 20th day of March for the quarter consisting of the months of April, May, and June, the 20th day of June for the quarter consisting of the months of July, August, and September, the 20th day of September for the quarter consisting of the months of October, November, and December, and the 20th day of December for the quarter consisting of the months of January, February, and March. In the event the payment by the entity contracting with the city is not made to the city by the due date established by this subsection or the contract with the entity contracting with the city is terminated or expires, the public or private clubs, dining and entertainment establishments, or restaurants participating in the pool account with the entity contracting with the city shall provide

security as required by subsection (a). In the event the entity contracting with the city notifies the city that a public or private club, dining and entertainment establishment, or restaurant is no longer participating in the pool account, that public or private club, dining and entertainment establishment, or restaurant shall provide security as required by subsection (a).

Section 11-13-4. Enforcement

(a) A police officer or other person authorized by the city manager to enforce the provisions of this chapter may issue a written citation for a violation of the provisions of this chapter.

(b) The owner and the manager of the public or private club, dining and entertainment establishment, or restaurant are responsible for compliance with the provisions of this chapter. A written citation for a violation of the provisions of this chapter may be issued to the owner or the manager of the public or private club, dining and entertainment establishment, or restaurant and the owner or the manager who is issued the citation will suffer the penalties and be subject to the remedies as set forth in section 11-13-5.

(c) An owner or a manager who has been issued a citation may appeal the citation to the chief of police or designee. Written notice of appeal must be filed within ten (10) days of the date of the issuance of the citation.

Section 11-13-5. Penalties

(a) Any violation of the provisions of this chapter or a failure to comply with any of its requirements shall subject the offender to a civil penalty as follows:

- (1) In the amount of fifty dollars (\$50.00) for each offense on the first day of such offense; and
- (2) In the amount of one hundred dollars (\$100.00) for each offense either (i) on the second day of such offense or (ii) when the offense is a second offense within a twelve (12) month period; and
- (3) In the amount of two hundred and fifty dollars (\$250.00) for each offense either (i) on the third day and on each subsequent day of such offense or (ii) when the offense is the third or subsequent offense within a twelve (12) month period.

(b) Violators shall be issued a written citation which must be paid within seventy-two (72) hours. If a person fails to pay the civil penalty within seventy-two (72) hours, the city may recover the penalty, together with all costs and reasonable attorneys' fees, by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

(c) This chapter may also be enforced by any appropriate equitable action.

(d) Each day that any violation continues shall be considered a separate offense for purposes of the penalties and remedies specified in this section. Notwithstanding the foregoing, the escalating civil penalties authorized by subsection (a) may be invoked whenever the violation continues and there has been sufficient time for the violation to be corrected after notification that such violation exists or whenever the violation has occurred previously during a twelve (12) month period.

(e) Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce this chapter.

(f) Any violations of the provisions of this chapter shall be deemed a non-criminal violation and shall not be a misdemeanor or infraction pursuant to North Carolina General Statute 14-4.

Section 11-13-6. No Effect on ABC Permits

The provisions of this chapter are not intended or designed to establish rules on the manufacture, sale, purchase, transportation, possession, consumption or other use of alcoholic beverages. The provisions of this chapter apply to a public or private club, dining and entertainment establishment, or restaurant whether or not the public or private club, dining and entertainment establishment, or restaurant has been issued an ABC permit by the North Carolina Alcoholic Beverage Control Commission. Any violation of the provisions of this chapter shall not affect any ABC permit issued to the public or private club, dining and entertainment establishment, or restaurant by the North Carolina Alcoholic Beverage Control Commission.

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 will become effective on the _____ day of _____, 2010.

This the _____ day of _____, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Budget ordinance amendment #9 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57)

Explanation: Attached is an amendment to the 2010-2011 budget ordinance for consideration at the April 11, 2011, City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the below explanation:

A To appropriate funds to be received from the North Carolina Department of Transportation (NCDOT) to widen and resurface Persimmons Place from Winding Branches Drive to Pine Branches Circle. (Total - \$149,000).

B To allocate contingency funds to cover cost of extending Uptown Greenville services contract as approved by the City Council on March 3, 2011. (Total - \$12,500).

C To increase anticipated revenues and appropriate funds to lease golf course maintenance equipment for the remainder of the fiscal year (two months). The annual lease budgetary impact is \$25,530 and will be appropriated in fiscal year 2011-2012. (Total - \$4,255).

D To adjust Sheppard Memorial Library's budget to exclude Pitt County's portion of personnel merit adjustment that was not reinstated this fiscal year. This adjustment was approved during the Library's Board of Trustees meeting on March 16, 2011. (Total - \$5,310).

E To appropriate a portion of Sheppard Memorial Library's fund balance to fund work needed to solve a flooding problem in the Library's basement. This adjustment was approved during the Library's Board of Trustees meeting on March 16, 2011. (Total - \$13,996).

Fiscal Note:

The budget ordinance amendment affects the following funds: increases General Fund by \$149,000, increases the Bradford Creek Golf Course Fund by \$4,255 and increases the Sheppard Memorial Library budget by a net of \$8,686.

<u>Fund Name</u>	<u>Adj. / Orig. Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
General	\$ 77,335,357	\$ 149,000	\$77,484,357
Bradford Creek Golf Course	\$ 809,097	\$ 4,255	\$ 813,352
Sheppard Memorial Library	\$ 2,365,327	\$ 8,686	\$ 2,374,013

Recommendation:

Approve the attached budget ordinance amendment #9 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57).

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 [Budget Amendments FY 2010 2011 872820](#)

ORDINANCE NO. 11-014
CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#9) AMENDING THE 2010-2011 BUDGET (ORDINANCE NO. 10-57)

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

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

	ORIGINAL 2010-2011 BUDGET	#9 Amended 4/11/2011	Total Amendments	Amended 2010-2011 Budget
<u>ESTIMATED REVENUES</u>				
Property Tax	\$ 30,453,036	\$ -	\$ -	\$ 30,453,036
Sales Tax	13,125,147	-	-	13,125,147
Utilities Franchise Tax	5,770,350	-	-	5,770,350
Other Unrestricted Intergov't Revenue	2,513,907	-	-	2,513,907
Powell Bill	1,910,210	-	-	1,910,210
Restricted Intergov't Revenues	1,565,038	A 149,000	1,789,872	3,354,910
Building Permits	715,570	-	-	715,570
Other Licenses, Permits and Fees	2,771,954	-	-	2,771,954
Rescue Service Transport	2,626,000	-	-	2,626,000
Other Sales & Services	976,309	-	-	976,309
Other Revenues	212,085	-	-	212,085
Interest on Investments	1,865,731	-	-	1,865,731
Transfers In GUC	5,521,506	-	-	5,521,506
Other Financing Sources	789,786	-	752,511	1,542,297
Appropriated Fund Balance	2,983,066	-	1,142,279	4,125,345
TOTAL REVENUES	\$ 73,799,695	\$ 149,000	\$ 3,684,662	\$ 77,484,357
<u>APPROPRIATIONS</u>				
Mayor/City Council	\$ 383,212	\$ -	\$ -	\$ 383,212
City Manager	1,091,722	-	-	1,091,722
City Clerk	300,600	-	-	300,600
City Attorney	445,528	-	-	445,528
Human Resources	2,514,736	-	(75,000)	2,439,736
Information Technology	3,200,339	-	-	3,200,339
Fire/Rescue	12,652,643	-	154,186	12,806,829
Financial Services	2,285,851	-	127	2,285,978
Recreation & Parks	6,186,925	-	48,318	6,235,243
Police	22,393,782	-	926,339	23,320,121
Public Works	8,661,389	-	796,232	9,457,621
Community Development	1,628,061	B 12,500	298,349	1,926,410
OPEB	250,000	-	-	250,000
Contingency	949,440	B (12,500)	(57,439)	892,001
Capital Improvements	5,141,327	A 149,000	825,921	5,967,248
Total Appropriations	\$ 68,085,555	\$ 149,000	\$ 2,917,033	\$ 71,002,588
<u>OTHER FINANCING SOURCES</u>				
Debt Service	\$ 4,021,368	\$ -	\$ -	\$ 4,021,368
Transfers to Other Funds	1,692,772	-	767,629	2,460,401
	\$ 5,714,140	\$ -	\$ 767,629	\$ 6,481,769
TOTAL APPROPRIATIONS	\$ 73,799,695	\$ 149,000	\$ 3,684,662	\$ 77,484,357

Section II: Estimated Revenues and Appropriations. **Bradford Creek Golf Course Fund**, of Ordinance 10-57, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2010-2011 BUDGET		Amended 4/11/2011	Total Amendments		Amended 2010-2011 Budget
<u>ESTIMATED REVENUES</u>						
Golf Fees	\$ 585,097	C	\$ 4,255	\$ 4,255	\$	589,352
Concessions	63,000		-	-		63,000
Other (Tournaments, Rentals)	128,000		-	-		128,000
Pro Shop Sales	33,000		-	-		33,000
TOTAL REVENUES	\$ 809,097		\$ 4,255	\$ 4,255	\$	813,352
<u>APPROPRIATIONS</u>						
Bradford Creek Golf Course	\$ 809,097	C	4,255	\$ 4,255	\$	813,352
Total Expenditures	\$ 809,097		\$ 4,255	\$ 4,255	\$	813,352
TOTAL APPROPRIATIONS	\$ 809,097		\$ 4,255	\$ 4,255	\$	813,352

Section III: Estimated Revenues and Appropriations. **Sheppard Memorial Library Budget**, of Ordinance 10-57, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2010-2011 BUDGET		Amended 4/11/2011	Total Amendments		Amended 2010-2011 Budget
<u>ESTIMATED REVENUES</u>						
City of Greenville	\$ 1,116,388		\$ -	\$ -	\$	1,116,388
Pitt County	563,504	D	(5,310)	(5,310)		558,194
Other Local Governments	163,064		-	-		163,064
State Aid Desk Receipts	202,448		-	-		202,448
Other Revenues	211,553		-	-		211,553
Appropriated Fund Balance	108,370	E	13,996	13,996		122,366
TOTAL REVENUES	\$ 2,365,327		\$ 8,686	\$ 8,686	\$	2,374,013
<u>APPROPRIATIONS</u>						
Sheppard Memorial Library	\$ 2,365,327	D,E	\$ 8,686	\$ 8,686	\$	2,374,013
Total Expenditures	\$ 2,365,327		\$ 8,686	\$ 8,686	\$	2,374,013
TOTAL APPROPRIATIONS	\$ 2,365,327		\$ 8,686	\$ 8,686	\$	2,374,013

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

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

Adopted this 11th day of April, 2011.

Patricia C. Dunn

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Preview of the City's proposed operating budget for fiscal year 2011-2012

Explanation: As required in the approved budget schedule, City staff will present a preview of the budget changes to the previously approved fiscal year 2011-2012 financial plan. The presentation will highlight budgetary issues such as major revenue sources and revisions to expenditure items.

Budgets for the City, Greenville Utilities Commission, Sheppard Memorial Library, Convention and Visitors Authority, and Airport Authority will be distributed to City Council on Wednesday, May 4, 2011. All of these budgets will be presented at the May 9 City Council meeting. An optional budget session is included on the schedule for May 23. As required by Section 160A-148(5) of the North Carolina General Statutes, the City Council will hold a public hearing on June 6 and consider adopting the annual budget ordinance on June 9.

Fiscal Note: The amount of the 2011-2012 budget will be determined by City Council action in June.

Recommendation: Receive a staff presentation previewing the proposed fiscal year 2011-2012 operating budget.

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City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: Establishing public forums on proposed redistricting plan

Explanation: The City's redistricting consultant (Chris Heagarty of Mel Black & Associates) is proceeding with developing a proposed redistricting plan. He is utilizing the Criteria for Redistricting approved by City Council at its March 3, 2011, meeting. The anticipated schedule for consideration of the redistricting plan is as follows:

<u>DATE</u>	<u>ACTION</u>
May 9, 2011, Council Meeting	- Proposed Plan Reviewed
May 16, 2011 at 7:00 p.m. Building	- Public Forum at Barnes-Ebron-Taft Community 120 Park Access Road
May 17, 2011 at 7:00 p.m.	- Public Forum at CM Eppes Recreation Center 400 Nash Street
May 18, 2011 at 7:00 p.m.	- Public Forum at Jaycee Park Auditorium 2000 Cedar Lane
May 19, 2011 at 7:00 p.m. Latter Day Saints	- Public Forum at Church of Jesus Christ of 307 Martinsborough Road
May 23, 2011, Council Meeting	- Public Hearing
ASAP after Approval	- Plan Approval or Other Action - Submission to Department of Justice

This schedule conforms to the schedule utilized in 2001 in which the redistricting plan was adopted and precleared in sufficient time for the 2001 municipal election to be conducted during its regularly scheduled time.

Council approval of the dates and locations of the public forums is requested at this time so that there will be sufficient opportunity for publicity.

Fiscal Note: There is a minimal expense associated with conducting the public forums.

Recommendation: Approve the dates and locations of the public forums on the proposed redistricting plan.

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City of Greenville, North Carolina

Meeting Date: 4/11/2011
Time: 6:00 PM

Title of Item: City Manager 2011 goals and performance objectives

Explanation: The City Manager's employment agreement provides in Section 5(b) that the Council and City Manager shall annually define goals and performance objectives in writing to be used as the basis for an annual City Manager performance evaluation. A draft list of goals and performance objectives for 2011 is attached for your review and consideration.

Some of the City Council objectives and action items adopted on February 21, 2011 have been incorporated into the proposed City Manager goals and performance objectives.

A status report on progress made toward completing the approved goals and performance objectives will be prepared in November 2011 and will serve as the basis for the annual City Manager performance evaluation.

Fiscal Note: Approval of the goals and performance objectives has no fiscal impact. The financial implications of a specific goal or performance objective will be determined as each is addressed during the year.

Recommendation: Approve the City Manager 2011 goals and performance objectives.

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[City_Manager_Goals_2011_893796](#)

DRAFT
CITY MANAGER GOALS AND PERFORMANCE OBJECTIVES
2011

1. Continue to monitor the redevelopment efforts for the 45 Block Revitalization Program and provide regular status updates to the City Council
2. Work with the Redevelopment Commission to develop a plan to restore the former White's (Park) Theater as a performing arts venue
3. Increase police and code enforcement presence in the Frontgate Drive/Kristin Drive area
4. Develop with the Police Department an implementation strategy for any recommendations of the Special Task Force on Public Safety adopted by the City Council
5. Implement social media tools such as Facebook and Twitter for City government by April 2011
6. Prepare for City Council consideration a comprehensive annexation plan to address areas in the ETJ that meet legal requirements for annexation
7. Continue to assist the NCDOT and CSXT with relocating the railroad switching yard to a new location north of the Tar River by October 2011
8. Continue process for constructing an Intermodal Bus Transportation Center with: completion of the environmental regulatory review and receive authorization to acquire property by May 2011; and make initial property acquisition purchase offers by September 2011
9. Complete construction of the South Tar River Greenway Phase 1 by May 2011
10. Complete design of the Green Mill Run Greenway Phase II Project from Charles Boulevard to Evans Park by August 2011
11. In consultation with The Ferguson Group pursue funding for projects included in the City's FY 2012 federal agenda
12. Assist the City Council with making decisions on addressing the City's OPEB (retiree health insurance) liability by July 2011
13. Complete the Classification and Compensation Study by July 2011
14. Present to the City Council by May 4, 2011 proposed budget adjustments to the 2011-2012 previously approved financial plan with no increase in the property tax rate
15. Monitor the dual option self funded health insurance program and provide to City Council a status report with recommended rates for 2012 by October 2011