



Agenda

Greenville City Council

May 10, 2010
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Joyner

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Consent Agenda

1. Minutes of the April 5, April 8, and April 19, 2010 regular City Council meetings and minutes of the April 19, April 22, and April 29 special City Council meetings
2. First reading of an ordinance granting a taxicab franchise to Melvin Elam Jr. and Melvin Elam Sr. d/b/a Red White and Blue
3. Ground Lease Agreement with the State of North Carolina for construction of a radio tower on City property at 2805 East 2nd Street
4. Bid award for the purchase of two ambulances
5. Ordinance amending the Manual of Fees related to the cemetery monument permit fee
6. Ordinance establishing speed limits for State Road 1203 (Allen Road) and State Road 1202 (MacGregor Downs Road) to concur with North Carolina Department of Transportation ordinances
7. Municipal Agreement with the North Carolina Department of Transportation to maintain the

landscape enhancement on Firetower Road

8. Supplemental Agreement with the North Carolina Department of Transportation for State Transportation Improvement Project U-5160 involving intersection improvements at Arlington Boulevard and Stantonsburg Road
9. Supplemental Agreement with the North Carolina Department of Transportation for State Transportation Improvement Project U-5161 BA for construction of a sidewalk on the east side of Arlington Boulevard from Stantonsburg Road to Dickinson Avenue
10. Supplemental Agreement with the North Carolina Department of Transportation for State Transportation Improvement Project U-5161 BB for construction of a sidewalk on the southwest side of Charles Boulevard from Greenville Boulevard to Red Banks Road
11. Resolution changing the appointment of the Commissioner to the North Carolina Eastern Municipal Power Agency
12. Series resolution authorizing heavy equipment purchases through installment purchase financing for Greenville Utilities Commission
13. Ordinance adopting an electric capital project budget for Greenville Utilities Commission's Substation Modernization Project
14. Ordinance amending Ordinance #08-121 electric capital project budget for Greenville Utilities Commission's Business Application Master Plan
15. Budget ordinance amendment #8 to the 2009-2010 City of Greenville General Fund and amendment to Ordinance #03-60, Administrative Facilities Capital Project Fund
16. Various tax refunds
17. Report on bid awarded

VII. New Business

18. Presentations by boards and commissions:
 - a. Mid-East Commission
19. Resolution authorizing the sale of electric distribution facilities and transfer of customers from Greenville Utilities Commission to the Town of Winterville
20. Presentation of the proposed fiscal year 2010-2011 operating budget and fiscal year 2011-2012 financial plan for:
 - a. Pitt-Greenville Convention and Visitors Authority
 - b. Sheppard Memorial Library

- c. Greenville Utilities Commission
- d. City of Greenville

- 21. Eastern Regional Basketball Tournament status report
- 22. Resolution of intent to close portions of Twelfth Street and Lawrence Street
- 23. Audit Services Contract

VIII. Review of May 13, 2010 City Council agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Closed Session

- To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Minutes of the April 5, April 8, and April 19, 2010 regular City Council meetings and minutes of the April 19, April 22, and April 29 special City Council meetings

Explanation: The minutes of the April 5, April 8, and April 19, 2010 regular City Council meetings and the minutes of the April 19, April 22, and April 29 City Council special meetings have been prepared and are ready for City Council consideration. Please note that the April 22 and 29 meetings are in one set since the April 29 meeting was a continuation of the April 22 meeting.

Fiscal Note: No direct cost.

Recommendation: Approve the minutes of the April 5, April 8, and April 19, 2010 regular City Council meetings and the minutes of the April 19, April 22, and April 29 special City Council meetings.

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

Attachments / click to download

- [April 5 2010 City Council Minutes 863534](#)
- [April 8 2010 City Council Minutes 865347](#)
- [April 19 2010 City Council Minutes 864772](#)
- [April 19 2010 Special Meeting Minutes 864805](#)
- [April 22 2010 and April 29 2010 Special Meeting City Council Minutes 865088](#)

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
April 5, 2010

The Greenville City Council met in a regular meeting on the above date at 6:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Patricia C. Dunn presiding. The meeting was called to order, followed by the invocation by Council Member Glover and the pledge of allegiance to the flag. The following were 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
Wayne Bowers, City Manager
Wanda T. Elks, City Clerk
David A. Holec, City Attorney

APPROVAL OF AGENDA

Motion was made by Council Member Joyner and seconded by Council Member Kittrell to approve the agenda as presented. Motion carried unanimously.

CONSENT AGENDA

City Manager Wayne Bowers introduced the following items under the consent agenda.

1. Minutes of the February 22, March 1, March 4, and March 22, 2010 City Council meetings
2. Agreements with East Carolina University to provide funding for construction of an elevator and fire escape at the Lessie Bass Building located at 1100 Ward Street (Contract Nos. 1851, 1851A, and 1851B)
3. Contract award to install a dedicated heating, ventilation, and air-conditioning system for the City Hall computer server room
4. Renewal of Microsoft Enterprise Agreement
5. Resolution authorizing the disposition of one surplus 1999 Ford Crown Victoria to the Town of Fountain (Resolution No. 10-24)
6. Budget ordinance amendment #7 to the 2009-2010 City of Greenville General Fund and ordinances establishing Special Revenue Funds for the Arlington Boulevard Turn Lane Improvements Project, Arlington Boulevard Sidewalk Construction Project, and Charles Boulevard Sidewalk Construction Project (Ordinance Nos. 10-24, 10-25, 10-26 and 10-27)
7. Various tax refunds

Payee	Description	Amount
Gavin Vaughn	Refund of City Taxes Paid	\$101.56
Pitt County Tax Collector	Refund of City Taxes Paid	\$163.04
S. G. Wilkerson & Sons Funeral Home	Refund of City Taxes Paid	\$120.98

8. Report on bids awarded

Motion was made by Council Member Joyner and seconded by Council Member Kittrell to approve all items under the consent agenda. Motion carried unanimously.

PRESENTATION BY BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Ms. Alice Faye Brewington, Chairperson, informed the Council that during the past twelve months, the Committee has been instrumental in assisting the City of Greenville Housing Division in its efforts to extend and strengthen partnerships among the public and private sector, to provide decent housing, and to establish and maintain a suitable living environment and expanding economic opportunities. During the past year, the Committee approved down payment assistance to five homebuyers, three in the University Area Program (\$28,125) and two citywide (\$40,000), for a total of \$68,125. The Committee set just compensation for acquisition of properties in the West Greenville 45-Block Area by approving eight property acquisitions and approved CDBG Public Service Category funding. CDBG Awards for 2008-2009 were provided to Greenville Housing Development Corporation (\$17,000 for Individual Development Accounts for homeownership and \$24,500 housing counseling program), Greenville Community Shelter (\$15,956 for alarm system upgrade), and Family Violence Program (\$25,000 for the Supervised Parent Visitation Program at the Family Center). CDBG Awards for 2009-2010 were provided to the Family Violence Program (\$25,000 for the supervised visitation program), L.I.F.E. of N.C. STRIVE (\$25,000 to prepare, train and support the “hardest to employ” individuals in the area). Thirteen applications for funding consideration for the 2010-2011 CDBG Awards have been received and reviewed. The Committee also reviewed the FY 2010-2011 Annual Action Plan, the FY 2008 Consolidated Annual Performance and Evaluation Report, and the new Local Realtor Program.

Youth Council

Ms. Tawanna Boone, Chairperson, informed the Council that in 2009, the Council participated in a number of activities and community service projects that affect youth. Youth Council members and their friends volunteered at the Annual National Night Out Against Crime; the Million Meals Challenge, which is an inter-collegiate venture between ECU, NC State and UNC Chapel Hill to bag one million meals for children in third world countries; the International Students Reception, which was hosted by the City; the International Festival/Pirate Fest; the Eastern NC Stop Human Trafficking Walk; the Inclusive Community Breakfast; and the Inclusive Community Walk. Members of the Council attended and participated in the North Carolina League of Municipalities Conference and the National League of Cities Conference in San Antonio, Texas, where the Youth Council members interacted with youth councils and

elected officials and served on a substance abuse panel to discuss how and why some youth get involved in drinking. The Council will continue to host its annual “Real World Youth Conference” and monthly “Diversity Youth Talk” events. It is preparing to host its first Professional Development Day and plans to invite professionals to discuss their success stories and to share information on how to develop what it takes to become successful with career choices. The Youth Council’s partnership with Pitt Community College will assist with the first Professional Development Day event. Other future activities include continuing to work with the Human Relations Council on a number of initiatives, such as the Inclusive Community Breakfast, the Inclusive Community Walk and the start of a new festival entitled “Celebrate Greenville”, which will take place on the Town Commons, following the Inclusive Community Walk. Members of the Youth Council look forward to bringing more events/festivals to the community and to the first “Community Café Dialogue”, which will provide an opportunity to communicate openly and honestly on issues that concern youth.

FIRE DEPARTMENT RATING SYSTEM

Interim Fire/Rescue Chief Sandy Harris reminded the Council that Council Member Joyner had asked for rating information from ISO.

Mr. Bryant Wallace from the Office of the State Fire Marshall informed the Council that he has been a Fire Ratings Inspector of the NC Department of Insurance, Office of State Fire Marshal (OSFM) since 2006. Prior to that, he served five years with the Greenville Fire/Rescue Department. On July 1, 2000, the North Carolina Department of Insurance became the agency responsible for the fire insurance rating of municipalities & fire districts with populations under 100,000 residents. The NCRRS is the North Carolina Response Rating System. The purpose of the North Carolina Response Rating System / Public Protection Classification Survey is to gather information needed to determine a fire insurance classification which may be used to develop property insurance premium calculations. It is not for property loss, prevention, or life safety purposes and no life safety or property loss recommendations will be made. Cycle inspections are conducted every five to seven years. Based on the inspection, reviews and issues, insurance rates for the current district and/or districts being served are determined. It allows departments the ability to receive improvements for future growth and expansion. Departments are notified several months before the inspection, allowing time to prepare needed documentation and staff participation. For municipal fire districts, there is a requirement that all properties within the corporate limits to be within five miles of a rated fire station. This includes all satellite annexations that may occur. Automatic Aid contracts may be required for corporate limits not within 5 miles of rated fire station. An example of this is Bradford Creek; the City has contracted with the Pictolus Volunteer Fire Department to provide the service.

Mr. Wallace informed the Council that the components of the North Carolina Response Rating System include communications (10%), fire department (50%), and water supply (40%). The points for communications come from credit for telephone service, credit for operators, and credit for dispatch circuits. The receiving and handling of fire alarms are done at the Pitt County Emergency 911 Center. The fifty percent for Fire Department is determined as follows:

- Credit for Engine Companies (locations covering every 1.5 miles)
- Credit for Reserve Pumpers (1 reserve for every 8 in-service engine companies)

- Credit for Pump Capacity (must meet the Basic Fire Flow)
- Credit for Ladder/Service Companies (locations covering every 2.5 miles)
- Credit for Reserve Ladder/Service Company (1 reserve for every 8 in-service ladder/service companies)
- Credit for Distribution (Hydrants covered by engine & service/ladder company locations. This determines the need for additional station locations)
- Credit for Company Personnel (Average on-duty response personnel and average on-call/volunteer personnel)
- Credit for Training (drills & company training, Haz-Mat, officer, pre-plans, recruit, driver operator; training facilities; and training aids and training manuals)

Mr. Wallace stated that Basic Fire Flow is based on the amount of water, expressed in gallons per minute (GPM), determined by the fifth highest Needed Fire Flow (NFF) for a given Fire Insurance District. Every structure requires a Needed Fire Flow. Maximum BFF shall not exceed 3,500 GPM. Water supply is 40% of the score, and credits are given as follows:

Credit for Supply System (how much water is available for fire suppression use).

Credit for Hydrants (installed properly and coverage of district)

Credit for Inspection and Condition of Hydrants (hydrant maintenance/inspection program)

Mr. Wallace explained that the classes are provided as follows:

<u>Class</u>	<u>%</u>
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99 (City of Greenville is here)
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99

In North Carolina, the classifications of fire districts below nine are as follows:

<u>Class</u>	<u>Number</u>
1	1
2	7
3	29
4	79
5	321
6	458
7	212
8	26

What that means to the community is increased or decreased insurance premiums and potential residential and commercial development. Local funding is tied to property development. A

chart comparing annual insurance premiums for a new wood frame home valued at \$100,000 with smoke detectors was displayed for Council.

ISO CLASS	AGENT 1	AGENT 2	AGENT 3
10	\$785.00	\$974.00	\$1,060.00
9E	\$627.00	\$777.00	\$839.00
9S	\$627.00	\$777.00	\$839.00
8	\$590.00	\$729.00	\$732.00
7	\$530.00	\$656.00	\$701.00
6	\$431.00	\$531.00	\$562.00
5	\$431.00	\$531.00	\$562.00
4	\$431.00	\$531.00	\$562.00
3	\$431.00	\$531.00	\$562.00
2	\$431.00	\$531.00	\$562.00
1	\$431.00	\$531.00	\$562.00

Mr. Wallace concluded by stating that the last survey was conducted October 2006. At that time, City Fire/Rescue staff received results along with an improvement statement. The Office of the State Fire Marshall staff will be glad to conduct a more specific meeting concerning the City of Greenville Fire/Rescue Department survey.

Upon being asked what other cities are in the same category as Greenville, Mr. Wallace responded that Jacksonville and Hickory are in the same category.

FUNDING REQUEST FROM THE REDEVELOPMENT COMMISSION TO PURCHASE PROPERTY FOR A SCIENCE MUSEUM AND EDUCATION CENTER – APPROVED

Urban Planner Carl Rees informed the Council that discussion about a science museum and education center has been a goal since the Redevelopment Plan was written in 2006. Also, the City Council adopted a resolution endorsing it in 2007. A science center has been in the Redevelopment Plan two of the four years.

Mr. John Meredith, Chairman of the Board of East Carolina Go Sciences, introduced those present representing GO-Science—Dennis Massey, Vickie Jones, Richard Eakin, Walter Williams and John Chaffee.

Mr. Roger Conner, Executive Director of GO-Science, informed the Council that GO-Science is a publicly supported 501(c)(3) social enterprise that provides informal science education experiences to the general public. It has been providing outreach services to 29 counties in eastern North Carolina for over 10 years. GO-Science has been a part of the City Council’s strategic initiatives since 2005. We are a project of high priority with the Redevelopment Commission of Greenville. GO-Science has progressed as follows:

- 2000-2001
 - GO-Science is founded and obtains provisional 501(c)(3) status.
 - GO-Science demonstrates public support to obtain complete 501(c)(3) status.
- 2001-2002

- The Regional Development Institute performs a comprehensive feasibility study.
- 2002-2003
 - Lord Cultural Resources performs a Science Center development study.
 - GO-Science begins the first portable full-dome digital planetarium outreach in North Carolina.
- 2003-2004
 - GO-Science recruits additional board members and performs board development.
- 2004-2005
 - Accepted as a member of the NC Grassroots Science Museum Collaborative.
 - City Council sets a strategic goal of attracting a Science Museum to Downtown.
- 2005-2006
 - GO-Science completes a concept refinement study for the Science Center.
 - GO-Science in partnership with ECU receives a Golden Leaf Grant for a summer science camp program.
- 2006-2007
 - Acquisition of a \$1.2 Million Challenger Learning Center Simulator.
 - City Council passes a resolution endorsing GO-Science as the Science Museum.
 - Strategic development study performed for the Challenger Learning Center.
- 2007-2008
 - Hiring of an Executive Director.
 - 1st Telescope Making Workshop in Eastern North Carolina.
 - Fundraising Feasibility Study Completed.
 - GO-Science Receives NASA Grant
- 2008-2009
 - Acquisition of \$875,000 Worth of Exhibits.
 - Science Café Program Started and Expanded
 - Accepted as one of only 11 UN Partners in the United States.
 - Accepted into the NSF NanoDays Program.
 - Business and Strategic Plan Revised
- 2009-2010
 - Location identified for science center development.
 - Interior design process initiated for facility.
 - Redevelopment rendering created for facility.
 - Facility acquisition price negotiated.
 - Request is made to City Council regarding the strategic acquisition of the facility.

Mr. Conner continued by stating that it has been a deliberate and collaborative process to get this far. The need for such a center is great as local high-tech industries can only recruit 25% of their workforce from the local populations. Seventy-eight percent of eighth graders are below proficiency in STEM (Science, Technology, Engineering, and Mathematics). Eastern North Carolina is below the median for North Carolina; North Carolina is below the median for the United States, and the United States is below the median internationally. The solution to this problem is to have a hands-on learning and science center providing a place where children and adults of all ages and abilities are encouraged to develop their full potential through interactive informal edutainment activities. The demand for GO-Science services is so high due to the dearth of students interested in the STEM disciplines that a physical presence is necessary to meet the identified need. A site has been located for the development of the science center, the

former Pugh's Tire Service, which contains approximately 8000 square feet of space with dedicated parking available in front and in back with City street parking available. The front façade enables the facility to be expanded to 10,000 to 12,000 square feet over time. It has a high ceiling (15 to 20 feet) and lift gate doors in back, which enable installation of current and future exhibits. The location is ideal because it is centrally located with easy access from the West Greenville Community, East Carolina University, the Center City, and Central Greenville. It is also close to the Library, Art Museum, and Theater. It is located in a block poised for both private and public development and redevelopment. Near-term developments will increase foot traffic. There are new cross-city linkages in this corridor.

Mr. Conner continued by stating that GO-Science is using a multi-phase approach towards the use and development of this facility. Phase I will use the currently available 2800 square foot of space and will include the Our Living Planet/Tornado Exhibit, Digital Planetarium, and hands-on programming. Phase II will involve use of the service bay area and warehouse. It will contain a Health Science exhibit, a developmental learning area (ComfyLand) and traveling exhibits. Phase III will involve capital addition and reorganization of exhibit space, the Challenger Learning Center Simulator, and expanded permanent and temporary exhibit space. GO-Science has received over \$2 million in contributions, including \$875,000 dollars worth of interactive exhibits, a \$1.2 million Challenger Learning Center, and \$200,000 worth of lighting for the exhibits. Continuance funding is received from the Department of Environment and Natural Resources for operations under the Grassroots Science Museum Collaborative. The Board of Directors has donated \$84,617 in the past three years, and the Board has plans to seek additional contributions for the facility once it is acquired including grant, private, and corporate donations. Go-Science will run the center. The City of Greenville will not be responsible for the operations of the Center. The operational funding will be comprised of a diversified funding stream including grants, personal contributions, corporate contributions, admission fees, and program fees. GO-Science would like to have Phase I of the facility operational as soon as possible, with a goal of Fall 2010. It will initially employ approximately one part-time and two full-time employees. It is conservatively estimated that the first year visitation to the Center will be 40,000 visitors. The center will be open Tuesday through Saturday from 10:00 a.m. to 5:00 p.m. and Sunday from 1:00 p.m. to 5:00 p.m. The location is important because of its accessibility, parking, and areas that will allow for bus drop-off for school visitations. The Science Center will be operated with a diversified income stream separate from the City.

Mr. John Chaffee, President and CEO of North Carolina's Eastern Region, stated that there has been an erosion of jobs. There are jobs making perishable goods and those that are STEM based that are dependent on the workforce. An initiative they have taken regionally is to encourage STEM education in different ways. GO-Science adds another dimension to that by getting children excited about it early. Go-Sciences are thriving because they have a talented workforce that is STEM based. In the life science sector, it is expected that beyond the healthcare industry, there will be a growth of about 1000 jobs in the vicinity of Greenville and Pitt County. The same is true in terms of the defense aerospace sector, conservatively estimated at about 1000 jobs. As one continues to see research conducted by scientists at East Carolina University and moving in terms of commercialization, this area has one of the best rated technology transfer offices in the State of North Carolina. They are number two in the nation in terms of efficiency. The issue is that there needs to be more product flowing through and that is what is being seen now. There is an increase in spinoffs from East Carolina University. That is the dawning of a new day for

Greenville and Pitt County. There is also the amount of money that Pitt County Memorial Hospital and University Health Systems have invested trying to work on workforce development in terms of the Health Sciences Academy in the public school system. Youth need to be captured before they get to high school. Hands-on contact in school or at a place like GO-Science is crucial to build the workforce that is needed today and tomorrow. From a regional economic development perspective, an investment needs to be made in education, science, technology, and math that will be needed going forward.

Mr. Conner stated that for every \$1 of public funds invested in science centers in North Carolina, \$14.80 is generated in economic flow-on. Science centers help create a workforce competent in STEM disciplines. When industry is looking to locate in communities, one of the key factors they look at is the workforce and whether it can meet the needs of the organization. Employers looking to relocate consider the quality of life in a community. GO-Science helps increase the quality of life in the community. Having the GO-Science will impact the economy of the region and bring in tourism dollars. GO-Science is focused on the younger students and getting them ready for the jobs of tomorrow. GO-Science aligns with some of the goals of the City Council:

- Revitalize Greenville's Center City. Science centers are transformative for city centers. They help to revitalize private investment and growth.
- Increasing foot traffic and safety. Science centers increase foot traffic through visitation and the connection with the center city business district. Increased foot traffic leads to better safety and a walkable community.
- Encouraging private business investment. Science centers spur private business investment. Retail businesses and restaurants are required to meet the needs of an increased visitor base.
- Promote the creation of livable spaces. The proposed redevelopment of the location helps to create a livable and welcoming community space.
- Adaptive reuse of existing structures. The GO-Science Center will help upgrade the use of the current property and transform it through adaptive reuse of the facility.
- Promote a safe community. Science centers are transformative for the communities in which they locate. As a keystone attraction, they directly increase the safety of the locating community. A great example is how Discovery Place helped increase safety in downtown Charlotte.
- Promote/strengthen economic development opportunities. Science centers are economic development engines.
- Enhance diversity and promote inclusiveness. African Americans and Latinos are significantly underrepresented in the high-tech STEM workforce. Through innovative community based initiatives, GO-Science will bring an unprecedented level of accessibility to these communities in Greenville. Only four percent of minority high school graduates have taken the math and science courses necessary to start working toward an engineering or science degree in college.
- Enhance cultural and recreational opportunities. Science centers are cultural attractions in their own right. This center will reflect the uniqueness of our own right. This center will reflect the uniqueness of our city and our region through innovative programming. The center will give science a place in the community.

- Promote effective partnerships. GO-Science will be a partnership clearinghouse for the community that will unite many different community-based organizations to address systemic problems.

Dr. Richard Eakin, Vice-Chair of the GO-Science Board of Directors, reemphasized the need to invest in the education of children, to deepen their understanding of the world around them and to help them develop an appreciation for science. Over the years, Greenville has established itself as an educational, medical center of eastern North Carolina through the presence of East Carolina University and its School of Medicine, Pitt Community College, and Pitt County Memorial Hospital. The GO-Science would serve as a powerful adjunct to the public and independent schools in Greenville, Pitt County, and the surrounding region. People are becoming more and more dependent on scientific knowledge and technical skills to achieve and maintain economic well being and prosperity. It is becoming more and more important to provide children with the tools necessary to succeed in a world where math and science are the key to success. If we are going to continue to attract science and math based businesses to our community and to meet the needs of those already here it will be essential to have a skilled, educated, and scientifically literate workforce. That means an investment in education at all levels—formal and informal. A science center is a basic element in that investment. Many cities have seen the value of science centers established in cooperation with organizations such as GO-Science. The Council is being invited to make an investment in the children and grandchildren. GO-Science gives the Council its commitment to be good stewards of its trust in them and their important work. GO-Science and its community-minded volunteers have served the city and region for ten years. It is amazing how much it accomplished without a home for its programs. The acquisition of the property will allow GO-Science to be a strong partner in the development of the center, will serve people with diverse backgrounds, and will be one more example of how Greenville is a leader in eastern North Carolina.

Urban Planner Rees stated that the Redevelopment Commission has been working with GO-Science at varying intensities for four years. They have been working together quite intensively for the past year to find a site, and it has been found, the Pugh's Tire site on Dickinson Avenue. The Redevelopment Commission had an appraisal done on the property, and it came in at \$315,000. The property is under contract for \$378,000, which falls within the Redevelopment Commission's negotiating limits for commercial real estate. Significant due diligence will be done. Following acquisition of the property, the site would be leased to GO-Science with a purchase option at market value at some time in the future (five years or so). One of the issues with available financing sources would be the location. It is located in the West Greenville Redevelopment Area. The distance between the boundary and the line between the West Greenville Redevelopment Area and the Center City Redevelopment Area is 275 feet. Staff has prepared a couple of options to fund the acquisition for Council to consider. The easiest would have been to use West Greenville bond funds had they been available; however, they have been exhausted. Urban Planner Rees presented two options to Council to consider.

Option 1 is to use money set aside in the Capital Reserve Fund designated for a parking deck to fund the purchase of the property located at 729 Dickinson Avenue. Should a parking deck need to be constructed in the near future, Center City bond funds could be used in addition to remaining reserve funds. The City Council may authorize the Redevelopment Commission to utilize up to \$378,000 from the parking deck fund to purchase the property.

Option 2 is to use funds from the 2004 General Obligation Bond issue for Center City revitalization to purchase the property located at 729 Dickinson Avenue. In order to exercise this option, the City Council must make a finding that the development of a science museum and education center at that location will promote Center City revitalization. With that finding, staff recommends that the City Council refer the acquisition back to the Redevelopment Commission for consideration of the purchase for a price not to exceed \$378,000.

Mr. Conner asked those in the audience that were present to support GO-Science to stand, and approximately 30 people stood.

Questions and concerns about the item were as follows:

Do you anticipate any difficulty with the three-year projections for revenues and expenditures? (RESPONSE BY MR. CONNER: GO-Science has looked at business plans for science centers in communities with similar size and scope that serve a similar population in order to come up with what it feels are considerable and reasonable. Using that information, this is what has been projected. It is difficult to get national operational figures, as each is a unique institution. GO-Science has compared with those centers to try to come up with what is reasonable and achievable. It will continue to revise this based on national data as it becomes available.)

Where did the information regarding 25% of the people for STEM jobs being found locally come from?

(RESPONSE BY MR. CONNER: It came from an economic development study that was done this year regarding STEM discipline.)

Do you have any ideas about how you can set membership to earn the revenue you need and would you have a free access day?

(RESPONSE BY MR. CONNER: GO-Science will try to put personal membership numbers in line with what they are in other centers across the State. In addition, it will be providing corporate memberships, where the corporation partners at the membership level to give employees access. Those are very profitable options for science centers throughout the state. There is also a free Sunday model where they give access for people to come to the science center free on Sundays. That has been very successful throughout the state. With free Sundays, they are able to reach out to communities that might not otherwise visit. That helps expand the base they are able to reach out to.)

What is your time frame for Phase III?

(RESPONSE BY MR. CONNER: Phase III, which involves bringing on the Challenger Learning Center will probably be three years out. It is intertwined with recovery and where the public school systems are, as the Challenger Learning Center business model is very closely tied to the public school systems. For that model to be successful at the level GO-Science would like for it to be successful, they need to wait for a recovery of the economic climate and the funding level for public and private schools.)

When will the building improvements be completed?

(RESPONSE BY MR. CONNER: The façade redevelopment doesn't make huge structural improvements in the facility. It adds a brick façade and awning with additional green space, and GO-Science would like to have that available as soon as possible. Improvements to the building may be done in phases.)

What is the term of the lease?

(RESPONSE BY CITY ATTORNEY DAVE HOLEC: The Redevelopment Commission will purchase the building and, as the owner, will lease it to GO-Science. It will be up to the Redevelopment Commission to negotiate that with GO-Science.)

Will the lease give GO-Science enough time to get through the three phases?

(RESPONSE BY URBAN PLANNER REES: The Redevelopment Commission is currently considering a five-year lease with a possible extension. It is taking the process in steps, beginning with finding the money to purchase the building. If due diligence comes through, it can go through with the purchase. The Redevelopment Commission wants to get the building on the GO-Science books as early as possible, but not before it is ready.)

Is a five-year lease okay with GO-Science?

(RESPONSE BY MR. CONNER: Generally, the leases for such centers are long-term, such as a ten-year lease. A ten-year lease is preferred.)

Has GO-Science thought about the impact this may have on the low-income neighborhoods surrounding the area with regard to it raising the property values to the point that the low-income people cannot afford to live there?

(RESPONSE BY MR. CONNER: GO-Science does not intend to do anything that would negatively impact existing neighborhoods in the community.

RESPONSE BY URBAN PLANNER REES: One of the key tenants of the Redevelopment Plan has been to try to maintain the neighborhoods of West Greenville for the people of West Greenville. All areas see a little rise of property tax value in time, including the neighborhoods in question. The Redevelopment Commission is working hard to prevent the scenario being described from happening. The particular site is buffered by other commercial properties. The Redevelopment Commission has always worked hard to ensure that people in the West Greenville neighborhood are not negatively impacted.)

Is the City being asked to endorse any support monetarily for refurbishing the facility?

(RESPONSE BY URBAN PLANNER REES: Renovations and maintenance will be the responsibility of GO-Science.)

Concern was expressed about paying 20% over the appraised value for the property.

If it is found that the cost is not suitable, is there a procedure in place to handle that?

(RESPONSE BY URBAN PLANNER REES: There will be a variety of due diligence, such as a survey, environmental research, etc. Through the Federal Brownfields Grant, the City can fund Phases 1 and 2 of the environmental studies. The Redevelopment Commission intends to do any and all of the environmental studies that are necessary. If there are problems, they will be turned over to the owners, and that may be a part of the negotiation process. If there are problems, the

Redevelopment Commission can choose to negotiate with the owners to have the price brought down or walk away.)

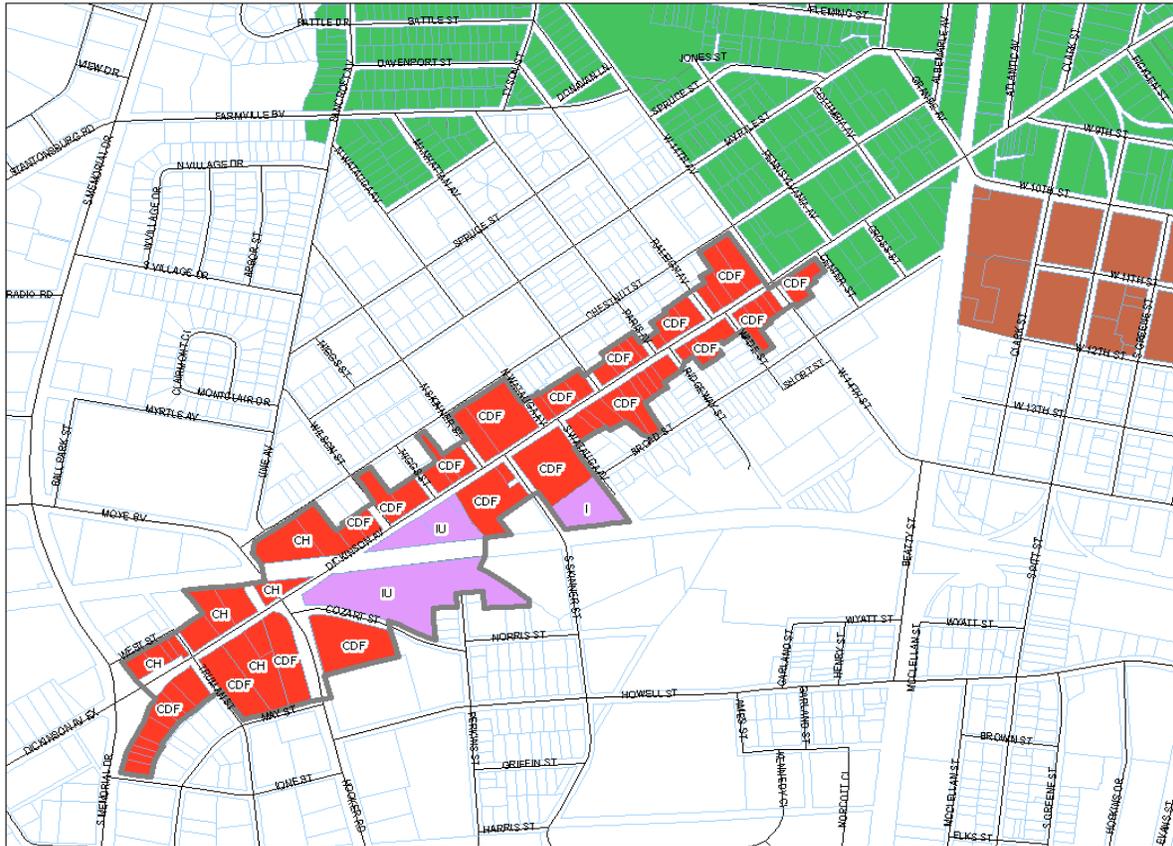
Motion was made by Council Member Glover and seconded by Council Member Joyner to make a finding that using the Center City Revitalization Bonds proceeds to purchase the property located at 729 Dickinson Avenue for the development of a science museum and education center will promote the Center City revitalizations and to approve the utilization by the Redevelopment Commission of \$378,000 from the Center City Revitalization Bonds proceeds for the purpose of purchasing the property located at 729 Dickinson Avenue for the development of a science museum and education center, and to request that the Redevelopment Commission concur that the Center City Revitalization Bonds proceeds should be used for the purchase of the property. Motion carried unanimously.

GO-Science was challenged to target the underserved in the community and to get the schools involved as it said it was going to do. It was also asked to provide a report later on about how the numbers have increased. Mr. Conner responded that GO-Science does measure its impact on the community and will share that with the Council.

DICKINSON AVENUE CORRIDOR GRANT PROGRAM – APPROVED

Urban Planner Carl Rees informed the Council that in response to input from businesses along the Dickinson Avenue corridor and at the request of City staff, the Redevelopment Commission developed and approved a grant program intended to provide funds to commercial building and business owners along Dickinson Avenue for exterior repairs and site renovations. The grant would be available to business and building owners along Dickinson Avenue from Fourteenth Street to Memorial Drive, an area not currently included in either the Façade Improvement Grant administered by the Historic Preservation Commission or the Building Blocks Grant Program administered by the Redevelopment Commission. Although the area of eligibility for this grant program is proposed to be outside of the recognized redevelopment areas, the City Council can authorize the Redevelopment Commission to administer the program without amending the Redevelopment Plan. The new grant program would provide funds to commercial business and building owners for exterior repairs and improvements such as painting, replacing doors and windows, new signs, landscaping, and even repairs to parking lots associated with the business. The grant program provides a direct grant of \$2,500 for eligible repairs and a dollar-for-dollar match of an additional \$7,500 for eligible repairs. Owners or tenants are eligible to apply for the grants; however, tenants would need to receive approval from the landlord. There will be two grant cycles per year. Funding for the program will come from the current adopted budget with City Council needing to approve future funding through the budget process. The Redevelopment Commission may be authorized by City Council to operate in the Dickinson Avenue area. Similar grant programs such as those referenced earlier have been used with great success both in Greenville and in other cities as a way to catalyze revitalization and leverage investment from the private sector. At the Redevelopment Commission's February 2, 2010 meeting, Commissioners unanimously recommended adoption of the Dickinson Avenue Corridor Pilot Grant Program. Dickinson Avenue is a visible corridor in West Greenville and a key artery into Greenville's central business district. Improvements to commercial buildings in the corridor spurred by this program will improve the image of the area and may lead to even greater investment by the private sector. Staff recommends approving the Redevelopment

Commission's Dickinson Avenue Corridor Pilot Grant Program, and this would be contingent upon the availability of funds. A map of the proposed boundary area was displayed.



Upon being asked how much would be budgeted, Urban Planner Rees replied that it would be \$15,000 per year. The typical outlay for one façade improvement is \$3,600.

Motion was made by Council Member Joyner and seconded by Council Member Glover to approve the Redevelopment Commission's Dickinson Avenue Corridor Pilot Grant Program. Motion carried unanimously. (Document No. 10-03)

CONTRACT AWARD FOR AUDITING SERVICES – CONTINUED TO APRIL 8, 2010

Financial Services Manager Kimberly Branch informed the Council that the City and Greenville Utilities Commission have engaged the services of Martin Starnes & Associates, CPAs, P.A. since 2003. This firm was initially awarded the audit services contract in 2003 through a competitive procurement process for five years. The City's five-year contract with Martin Starnes & Associates expired with the completion of the 2006-2007 audit. Subsequently, the engagement contract was extended for two additional years. Sheppard Memorial Library and the Greenville-Pitt Convention and Visitors Authority are included in the City and Greenville Utilities Commission's audit engagement contract. Staff from the four agencies has been pleased with the services provided and the working relationship maintained with Martin Starnes & Associates; however, the City and Greenville Utilities Commission's management decided to issue requests for proposals to audit firms since the original contract had expired. That process

allowed the City and Greenville Utilities to obtain competitive pricing as well as confirm the actual work quality and municipal/utility auditing experience that are expected to be provided during an audit engagement. Twenty-four requests for proposals for auditing services were mailed on February 8, 2010, and the proposal responses were opened on February 22. Proposal responses were received from five firms--Clifton Gunderson, LLP; McGladrey & Pullen, LLP; Martin Starnes & Associates, CPAs, P.A.; Dixon Hughes, PLLC; and Thompson, Price Scott, Adams & Co. The Auditing Services Selection Committee members included the Assistant City Manager, Assistant General Manager/COO of Greenville Utilities Commission, the Director of Financial Services for the City of Greenville, the Chief Financial Officer for Greenville Utilities Commission, the Financial Services Manager for the City, and the Director of Financial Services and Accounting for Greenville Utilities Commission. The main criteria considered in the evaluation of the firms in order of importance were municipal and utility audit experience, audit cost, firm references, and minority and women recruitment/participation. After reviewing the proposals and contacting firm references, the Auditing Services Selection Committee interviewed McGladrey & Pullen, LLP; Martin Starnes & Associates, CPAs, P.A.; and Dixon Hughes, PLLC. After carefully reviewing all responses, verifying references, and conducting interviews, the Committee created Martin Starnes and Associates as first and McGladrey & Pullen as second. The Audit Selection Committee recommends Martin Starnes & Associates be retained as auditors for the City, Greenville Utilities Commission, Sheppard Memorial Library, and the Convention and Visitors Authority and be awarded a five-year contract with the option to extend for two additional years. The cost would be as follows:

	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
City of Greenville	\$41,000	\$40,000	\$39,000	\$38,000	\$38,000
Greenville Utilities Commission	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000
Sheppard Memorial Library	\$4,500	\$5,000	\$5,500	\$6,000	\$6,000
Convention and Visitors Authority	\$4,500	\$5,000	\$5,500	\$6,000	\$6,000
Total	\$78,000	\$78,000	\$78,000	\$78,000	\$78,000

Mayor Pro-Tem Kittrell expressed that there needs to be a representative of the four governing boards on the committee deciding on the auditor. The governing boards are doing the hiring; however, they are not in the process. He suggested that this be tabled until April 8 and to have the three finalists send their proposals to the governing boards so they can see the proposals. He asked the City Attorney if this can be done.

The City Attorney advised that this could be done. He stated that the contract for the City's audit is between the auditor and the City. City Council selects the auditor and the report is made to the City Council. Similarly, Greenville Utilities Commission selects the auditor and a report is also made to the Greenville Utilities Commission.

Motion was made by Mayor Pro-Tem Kittrell and seconded by Council Member Joyner to have this continued to April 8, to have the three finalists' proposals sent to the City Council and Greenville Utilities Commissioners electronically and for the decision to be made at the April 8, 2010 City Council meeting. Motion carried unanimously.

Mayor Pro-Tem Kittrell stated that he would like for there to be a process whereby a representative from the City Council, Greenville Utilities Commission Board, and Sheppard Memorial Library Board are involved in the process and to have a strategy in the next six months.

Assistant City Manager Thom Moton explained that there are different approaches for hiring the auditors across the state, including it being a strictly Council process, a strictly staff process, or a hybrid of the two. It would be appropriate for the governing body to do it in the future.

RESOLUTION ACCEPTING DEDICATION OF RIGHTS-OF-WAY AND EASEMENTS FOR ALLEN RIDGE, REVISION OF SECTION 1 – ADOPTED

Director of Public Works Wes Anderson explained to the Council that in accordance with the City’s subdivision regulations, rights-of-way and easements have been dedicated for Allen Ridge, Revision of Section 1. Staff is working with Greenville Utilities Commission to address items they may have regarding Park West. It was determined that Ashley Place was intended to be accepted as a NCDOT street and has been removed from the list of unaccepted streets. The developer of Brighton Place is completing the necessary repairs per a final inspection. Letters will be sent to each of the developers of Carrington Square, Firetower Commercial Park, North Campus Crossing, University Suites, and Westpointe with a list of items that need to be completed for acceptance. Staff is identifying and preparing the lists. The unaccepted portions of streets within the Emerald Park subdivision currently do not have any residents on them and will be accepted upon completion of improvements. In follow-up to the information presented to the City Council on February 22, 2010, the status of the remaining unaccepted public streets within the City was presented to Council.

PROPOSED CITY ACCEPTANCE			
Development/ Developer	Streets	Last Action	Work Remaining
Allen Ridge Hodge & Morris, LLC	Allen Ridge Dr. Chestnut Ridge Ct. Egan Ct. Ellery Dr. Oak Ridge Ct.	Surety Expired 2-28-05	Turn Lane
PENDING CITY ACCEPTANCE			
Development/ Developer	Streets	Last Action	Work Remaining
Park West D. C. Development Co.	Park West Dr. Parkway Ct.	Surety Expired 10-18-97	Curb Repair Asphalt Repair
PENDING NCDOT ACCEPTANCE			
Development/ Developer	Streets	Last Action	Work Remaining
Ashley Place Steve Krapata	Ashley Pl.	Surety Expired 2005	BMP
DEVELOPER COMPLETING REPAIRS			
Development/ Developer	Streets	Last Action	Work Remaining

Brighton Place Brighton Park Apts., LLC	Brighton Park Dr. Melrose Dr.	Surety Expired 11-1- 2	Asphalt Repair Storm Drainage
DEVELOPER OUT OF BUSINESS			
Development/ Developer	Streets	Last Action	Work Remaining
Emerald Park Columbia Rim Construction, Inc.	Emerald Dr. Jade Ln. Rhinstone Dr.	Surety Expired 2008	BMP Curb Repair
CONTACTING DEVELOPER			
Development	Streets	Last Action	Work Remaining
Carrington Square	Russell Fleming	Surety Expired 6-13- 01	
Firetower Commercial Park	Shenandoah Investment Group, LLC	No Surety Issued	
North Campus Crossing	Phillip Carroll	Surety Expired 10- 21-06	
University Suites	Arthur Living Trust c/o Lois C. Arthur	Surety Expired, 12- 10-04	
Westpointe	White Oak Creek Condos, LLC	Surety Expired, 3-15- 02	

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to adopt the resolution accepting dedication of rights-of-way and easements for Allen Ridge, Revision of Section 1. Motion carried unanimously. (Resolution No. 10-25)

ORDINANCE AMENDING SECTION 12-1-18 OF THE GREENVILLE CITY CODE RELATING TO OBSTRUCTION OF SIDEWALKS

City Attorney Dave Holec informed the Council that Section 12-1-18 makes it unlawful for a person to obstruct any sidewalk owned or operated by the City. Obstruct is defined as “blocking, narrowing or otherwise impeding or in any manner contributing to the blocking, narrowing or impeding of the safe flow of pedestrian travel”. A review of the ordinance indicates that two changes are recommended to be made. First, the ordinance coverage should include sidewalks on all public streets, not just city-owned and operated sidewalks. Second, the penalty for a violation should be a civil violation rather than a criminal violation. Although the ordinance provides that a violation of the section is a criminal misdemeanor, this violation has traditionally not been processed criminally and, therefore, a civil violation is appropriate. In order to accomplish these changes, an amendment to the ordinance is necessary.

Motion was made by Council Member Blackburn and seconded by Council Member Smith to adopt the ordinance providing for a violation when obstruction occurs on any sidewalk within a public street and for a civil penalty for the violation of the City ordinance which makes it unlawful to obstruct a sidewalk. Motion carried unanimously. (Ordinance No. 10-28)

ORDINANCE AMENDING CHAPTER 1 OF TITLE 1 OF THE GREENVILLE CITY CODE WHICH STATES THE APPEAL PROCESS FOR CIVIL CITATIONS UNLESS AN APPEAL PROCESS IS OTHERWISE SPECIFIED – ADOPTED

City Attorney Dave Holec informed the Council that the City currently has methods to allow a person who is cited with a civil citation to appeal or dispute the issuance of the civil citation. Depending on the ordinance being violated, the methods range from the ability to appeal to a board consisting of citizen appointees (such as when a zoning violation citation is appealed to the Board of Adjustment) to an informal appeal to the City employee who issued the citation and the City employee's supervisor when the ordinance being violated does not specify an appeal process. It is necessary that there be an appeal process available in order to comply with due process requirements. Although the City does provide an available opportunity to appeal or dispute the issuance of civil citations, a review of these available appeal opportunities indicated the need to provide clarity that there is such an opportunity when the opportunity involves the informal method.

Motion was made by Council Member Blackburn and seconded by Council Member Mercer to adopt the ordinance stating the appeal process for civil citations unless an appeal process is otherwise provided. Motion carried unanimously. (Ordinance No. 10-29)

LEGISLATIVE INITIATIVES FOR THE 2010 SESSION OF THE NORTH CAROLINA GENERAL ASSEMBLY – PRELIMINARY APPROVAL; ORDINANCES TO BE CONSIDERED APRIL 8, 2010

City Attorney Dave Holec informed the Council that the North Carolina General Assembly will reconvene at noon on May 12, 2010. The 2010 Session is the short session and the matters that may be considered are limited. Discussion by Council of issues and local acts which it desires to pursue with the local legislative delegation during this session should occur at this time so that the City's legislative initiatives can be developed and identified. Upon Council reaching a consensus, resolutions for Council's consideration will be presented at its Thursday, April 8, 2010 meeting which will request the City's local legislative delegation to seek enactment of identified initiatives during the session. At its March 1, 2010 meeting, City Council approved a resolution which established one initiative to be included in the City's legislative initiatives. This resolution seeks enactment of legislation authorizing municipalities, at their option, to sponsor a public financing program for local elections. No further action on this initiative is required. The City is not alone in its efforts to secure legislation which will assist it in providing services to its citizens. The North Carolina League of Municipalities, in representing its more than 530 member cities, towns and villages, promotes the common interests of municipalities in the General Assembly. City Attorney Holec referred to the NCLM Advocacy Agenda 2009-2010 and the NCLM Core Municipal Principles 2009-2010 (Document No. 10-04)

City Attorney Holec reviewed the three potential legislative initiatives, which were commented on by Council.

Preservation of Municipal Revenue Sources

Support efforts to preserve the existing revenue sources of cities. The primary focus of the 2010 session will be adjusting the budget for the State. It is expected that 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 onto 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.

The consensus of the Council was for the City Attorney to draft a resolution for this item for consideration at the April 8, 2010 City Council meeting.

Update of Current law on City-Initiated Annexation

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 upon 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. During the 2009 Session, the North Carolina league of Municipalities worked with legislators and developed reasonable amendments to the law which were included in House Bill 524. However, the bill was amended to include a provision which permitted a referendum on City-initiated annexations. The referendum is triggered by a petition from 15% of the registered voters in the combined area of the annexing city and the proposed annexation area. The referendum itself is also in the combined area, and there is a single count of votes (not separate votes in the city and in the annexation area.) If the referendum goes against the city, the city is not permitted to begin annexation proceedings for the affected area for at least five years. This referendum provision caused the North Carolina League of Municipalities to change its position from supporting the bill to opposing the bill. The referendum provision is not considered as a reasonable adjustment which retains the general framework and principles of the current annexation law. The bill was approved by the House but was not acted upon by the Senate.

The consensus of the Council was for the City Attorney to draft a resolution for this item for consideration at the April 8, 2010 City Council meeting.

East Carolina University Capital and Operating Priorities

Support East Carolina University in its efforts to receive its capital and operating priorities for FY 2010-2011. Funding of these priorities will have a significant economic impact on the City of Greenville and, for some of the priorities, provide medical or dental service to underserved populations of North Carolina. The capital priority is a request for \$15 million in planning funds for the design and construction of a new life science and biotechnology building which will involve a total cost of \$151.6 million. The operating priorities include (1) a request for an additional \$3 million for FY 2010-2011 (\$2 million has already been allocated for FY 2010-2011) for the Brody School of Medicine to provide indigent care and (2) a request of \$11 million to assist in the implementation of the new School of Dentistry. (Document No. 10-05)

The consensus of the Council was for the City Attorney to draft a resolution for this item for consideration at the April 8, 2010 City Council meeting.

PREVIEW OF THE CITY'S PROPOSED OPERATING BUDGET FOR FY 2010-2011 AND FINANCIAL PLAN FOR FY 2011-2012

City Manager Bowers gave a preview of the City's proposed operating budget for FY 2010-2011 and the financial plan for FY 2011-2012. The approved FY 2009-2010 budget is \$71,133,682. The proposed FY 2010-2011 budget is \$552,478 less than that, at \$70,581,204. The proposed FY 2011-2012 plan is 1.7% or \$1,219,095 over what is proposed for FY 2010-2011, at \$71,800,299. The top five projected revenues for FY 2010-2011 are property tax (\$30,526,146), sales tax (\$13,153,874), utilities franchise tax (\$5,770,350), GUC turnover (\$4,882,059), and rescue service transport (\$2,626,000). Property tax for FY 2009-2010 was 3.77% over the previous year, and some of the reason for the increase was the First Place development. Property tax is projected to increase two percent in FY 2010-2011 to \$30,526,146 and another two percent in FY 2011-2012 to \$31,136,669. There used to be a minimum of five percent increase in growth; now that number is about two percent. All sales tax numbers given factor out the repayments in 2008 and 2009. The North Carolina League of Municipalities feels that the bottom has been hit on sales tax and they say you can put some growth in. A one percent increase has been put in for each of the next two years. Sales tax figures from FY 2006-2007 to 2007-2008 showed a 4.22% increase (\$13,559,138 to \$14,130,798). There was a 4.89% decrease by FY 2008-2009 (\$13,439,798 and a 3.10% decrease by FY 2009-2010 (\$13,023,638). Staff is projecting a one percent increase in the FY 2010-2011 budget (\$13,153,874) and a one percent increase in the FY 2011-2012 financial plan (\$13,285,412). The projected FY 2009-2010 utilities franchise tax was 6.05% over the previous year at \$5,521,866. A 4.5% increase is projected for FY 2010-2011 (\$5,770,350) and another 4.5% increase in FY 2011-2012 (\$6,010,016). The GUC turnover decreased 2.07 percent in the FY 2009-2010 budget (\$4,562,569); however, it is expected to increase by seven percent, to \$4,882,059, in FY 2010-2011 and 6.14% in FY 2011-2012 (\$5,181,644). Rescue revenues in FY 2009-2010 were down 9.52% from the previous year (\$2,600,000) partially because a full-time employee had been hired the year before to take care of the backlog of billing, and that backlog has been taken care of. A one percent increase in the rescue fees is projected for FY 2010-2011 (\$2,626,000) and FY 2011-2012 (\$2,652,260).

City Manager Bowers continued by addressing the building permit fees, which are almost half of what they were five years ago. The FY 2007-2008 actual amount was \$1,413,950, and the FY 2008-2009 actual amount was \$670,157. The projection for FY 2009-2010 was \$711,300. Included in the FY 2010-2011 budget is a projection of \$715,570, and the FY 2011-2012 plan has a projection of \$733,701. Motor vehicle tax revenues were \$847,965 in FY 2007-2008 and \$859,522 in FY 2008-2009. The projection for FY 2009-2010 was \$795,300. Projected in the FY 2010-2011 budget is \$767,309 and in the FY 2011-2012 plan is \$782,706. By department, the proposed expenses are broken down as follows: Police Department (31%), Fire/Rescue (18%), Public Works (12%), Recreation and Parks (9%), other departments (16%), and other expenditures (14%). In FY 2009-2010, expenses were broken down into personnel (64%), operating (21%), transfers (9%), and capital improvement program (6%). In the FY 2010-2011 budget and FY 2011-2012 financial plan, those numbers are projected to be 64% for personnel, 23% for operating, 8% for transfers, and 5% for CIP. Personnel costs are the bulk of the City's budget (64%). Those costs include new positions, retirement contributions, OPEB, health insurance, and salary adjustments. The twelve firefighters most recently hired impact the budget as follows:

	FY 2009-2010	FY 2010-2011	FY 2011-2012
Cost of 12 firefighters	\$494,861	\$529,501	\$566,567
SAFER Grant	\$445,375	\$416,100	\$260,040
City Costs	\$49,486	\$113,401	\$306,527

The City cost will increase for each of the three years as the cost provided by the grant goes down. City Manager Bowers stated that he does not plan to significantly add employees. Nor does he anticipate any reductions.

Staff was asked to provide final budget figures with and without salary adjustments. It was also asked to provide the Council with a report on fees charged by other cities (major cities).

City Manager Bowers stated that also included in the FY 2010-2011 budget and FY 2011-2012 financial plan are the increased retirement contributions being required by the State. The current contribution rate is 5.27% for police and 4.80% for general employees. That rate will increase on July 1, 2010 by 6.82% for police and 6.35% for general employees. That is a 1.55% increase, which will mean \$455,722 for the City. Also included in the FY 2010-2011 budget and FY 2011-2012 plan is the \$250,000 OPEB contribution each year. Health insurance increases in the amount of 5.75% (\$363,130) for FY 2010-2011 and 8.6% (\$464,241) for FY 2011-2012 have also been included. The cost of a 1.5% merit increase would be \$509,530, and the cost of a 1% market adjustment would be \$339,687. City Manager Bowers is working to try to fit in merit increases as a recommendation. The Joint Pay and Benefits Committee will meet on April 22, and a recommendation will be brought back to City Council. Included in the budget is \$100,000 for FY 2010-2011 and \$100,000 for FY 2011-2012 to implement the classification and compensation study. It is known what the actual cost will be; however, that is the amount budgeted.

City Manager Bowers reported on the operating costs. Utility and gas costs have gone up, and that increase has been implemented in the budget. Debt service is going down as some bonds are being paid off, and it will continue to go down unless new bonds are issued. The FY 2009-2010

budget included \$14,701,506 in operating costs. The FY 2010-2011 budget includes \$15,474,855, and the FY 2011-12 budget includes \$15,628,995. The transfers are as follows:

Transfers		
	2010-2011	2011-2012
Debt Service	\$3,971,805	\$3,853,310
Transit	-	-
Housing	\$309,739	\$310,075
Library	\$1,111,396	\$1,186,380
Total	\$5,392,940	\$5,349,765

The City has been transferring enough each year to cover the federal grants and has been getting more than it originally budgeted. The State is continuing to put additional funds in, and it has built up a fund balance in that fund that can be used for the next two years to meet obligations. City Manager Bowers stated that he will provide the Council with more information on that later. A decrease of 22.96% from the FY 2009-2010 budgeted amount of \$3,072,211 in the Capital Improvement Program has been included in the FY 2010-2011 proposed budget (\$2,366,690). The FY 2011-2012 proposed plan includes an additional 2.45% reduction or \$2,308,681. Contingency in the amount of \$200,000 was included in the FY 2009-2010 budget, and \$150,000 has been included in the FY 2010-2011 proposed budget and \$200,000 in the FY 2011-2012 proposed plan.

City Manager Bowers informed the Council that they would receive a copy of the proposed budget on May 5 and a presentation on May 10. City Council budget review will take place on May 24. The budget public hearing is scheduled for June 7, and consideration of the adoption of the budget is scheduled for June 10. City Manager Bowers concluded by stating that the City is in good financial shape; however, it is being challenged.

REVIEW OF APRIL 8, 2010 CITY COUNCIL AGENDA

The Council did a cursory review of the April 8, 2010 City Council agenda and reviewed the appointments to boards and commissions.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council provided general comments.

Motion was made by Council Member Glover and seconded by Council Member Blackburn to instruct staff to look into coming up with an ordinance prohibiting motorcycles from being on a front porch. Motion carried unanimously.

Motion was made by Council Member Blackburn and seconded by Council Member Glover for staff to give a presentation on what an ordinance regarding the separation of nightclubs would look like and for it to be placed on a May agenda. Motion carried unanimously.

CITY MANAGER'S REPORT

City Manager Bowers informed the Council that Congressman Butterfield will be at the Police-Fire/Rescue Building on April 6, 2010 to present the City a \$600,000 for the Emergency Operations Center. All Council Members have been invited.

City Manager Bowers informed the Council that Pitt County Commissioner David Hammond had attended the meeting hoping to speak during the public comment period. When he learned that there was not one on this agenda, he left silver coins for the Council Members commemorating Pitt County's 250th anniversary. City Manager Bowers distributed them to the Council.

CLOSED SESSION

Motion was made by Council Member Mercer and seconded by Council Member Smith to go into closed session (1) to prevent the disclosure of information that is privileged or confidential pursuant to the laws 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, and (2) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Motion carried unanimously.

RETURN TO OPEN SESSION

Motion was made by Council Member Joyner and seconded by Council Member Kittrell to return to open session. Motion carried unanimously.

ADJOURN

Motion was made by Council Member Joyner and seconded by Council Member Smith to adjourn the meeting at 10:25 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC
City Clerk

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC

April 8, 2010

The Greenville City Council met in a regular meeting on the above date at 7:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Patricia C. Dunn presiding. The meeting was called to order, followed by the invocation by Council Member Blackburn and the pledge of allegiance to the flag. The following were present.

Mayor Patricia C. Dunn
Mayor Pro-Tem J. Bryant Kittrell III
Council Member Max R. Joyner, Jr.
Council Member Marion Blackburn
Council Member Rose H. Glover
Council Member Calvin R. Mercer
Council Member Kandie Smith
Wayne Bowers, City Manager
Wanda T. Elks, City Clerk
David A. Holec, City Attorney

APPROVAL OF AGENDA

City Manager Wayne Bowers reminded the City Council that on April 5, 2010 the City Council requested to carry over item 15 regarding the Contract Award for Auditing Services. There has also been a request for a closed session to discuss a personnel matter at the end of the meeting.

Council Member Joyner stated that he would like to postpone item 8 regarding updates to the City of Greenville's Manual of Standard Designs and Details, because the people who were going to speak were not notified that the item would be on tonight's meeting.

Motion was made by Council Member Mercer and seconded by Council Member Joyner to move Item 8 to May, 2010. Motion carried unanimously.

Motion was made by Council Member Joyner and seconded by Council Member Mercer to approve the agenda with the changes noted by City Manager Bowers and Council Member Joyner. Motion carried unanimously.

SPECIAL RECOGNITIONS

Urban Development Planner Carl Rees stated that this evening the City will be celebrating donations from two organizations and each organization will be donating funds to go to Greenville's first art project, the Eppes Gateway Memorial in Thomas Foreman Park near the entrance of Memorial Drive. The overall project is part of the streetscape revitalization effort in the area. The keynote will be two pieces of public art, a carved gateway and a 70 footwall each of which depicts scenes of West Greenville. Representatives of the Eppes Organization and the

C. M. Eppes Alumni Association were present including Mr. James Harper who is President of the organization and Ms. Barbara Henderson who is Secretary of the organization and was also co-chair of the campaign to raise funds.

Ms. Barbara Henderson thanked the City of Greenville for the Project and what is being done for the community. Ms. Henderson also thanked all the Eppesonians who have made it possible to make this donation. Mr. Harper stated that he appreciated what the City of Greenville has done for the Eppes Alumni Association. Mr. Harper and Ms. Henderson presented a check to the City of Greenville in the amount of \$10,000.

The second donation was from the Pitt County Arts Council at Emerge. Ms. Holly Garriott, Director with the Pitt County Arts Council and Ms. Harvey Wooten, Vice President of the Board of Directors with the Arts Council, served as consultants with the project. Ms. Garriott stated that the project with West Fifth Street Gateway and the Memory Marker will make the entire community even better and will make the arts accessible to the entire community which is the Arts Council's mission in partnering with the City of Greenville. A check was presented by the Arts Council to the City of Greenville in the amount of \$8,500.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Board of Adjustment

Motion was made by Council Member Blackburn and seconded by Council Member Joyner to appoint Sharon Ferris to fill an unexpired term expiring 2010, replacing Susan Bailey who resigned. Motion carried unanimously.

Community Appearance Commission

Motion was made by Council Member Smith and seconded by Council Member Joyner to appoint Redeem Robinson to a first three year term expiring April 2013, replacing Noria Namaz who is ineligible for reappointment; to reappoint Myron Caspar for a first three-year term which expires April 2013; to reappoint Dana Coles for a second three-year term expiring April 2013; and to appoint Perry Kachroo to a second three-year term expiring April 2013. Motion carried unanimously.

Environmental Advisory Commission

Motion was made by Council Member Blackburn and seconded by Council Member Joyner to appoint James Holley to a first three-year term which expires April 2013; and to continue the replacement for Jessica Christie who is ineligible for reappointment. Motion carried unanimously.

Greenville Bicycle and Pedestrian Commission

Motion was made by Council Member Mercer and seconded by Council Member Joyner to appoint Gunnar Swanson to an initial three-year term expiring January 2013, replacing replacing Matthew Rosenbaum who resigned. Motion carried unanimously.

Historic Preservation Commission

Motion was made by Council Member Mercer and seconded by Council Member Blackburn to continue the appointment of a replacement for Minnie Anderson who resigned. Motion carried unanimously.

Human Relations Council

Council Member Joyner requested to continue the appointments for the Human Relations Council.

Public Transportation and Parking Commission

Motion was made by Council Member Smith and seconded by Council Member Joyner to appoint Mary Fedash to fill an unexpired term expiring January 2011, replacing Michael Glenn who resigned. Motion carried unanimously.

ORDINANCE REQUESTED BY EDWARDS COMMUNITIES DEVELOPMENT CO., LLC TO REZONE 0.25 ACRES LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LAWRENCE AND 11TH STREETS FROM OR TO OR-UC WITH AN URBAN CORE OVERLAY – ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on March 29 and April 5, 2010 setting this time, date and place for a public hearing to consider a request by Edwards Communities Development Co., LLC to rezone 0.25 acres located at the southeast corner of the intersection of Lawrence and 11th Streets from OR Residential to OR-UC with an urban core overlay.

Planner Chantae Gooby delineated the property on a map and explained the request. The rezoning is centrally located in the City, and it is approximately a quarter of an acre. The property currently contains the Real Crisis Center Intervention Office, and also contains a variety of uses - mostly multi-family. The property is not impacted by the floodway or floodplain, and this would be associated with the Green Mill Run. The map shows that the Green Mill Run is part of the Greenway System. There is an intermediate focus area located at the intersection of 14th Street and Charles Boulevard. Due to the small size of the property no traffic report was generated. The property is currently zoned for office and multi-family. The request is to add an urban core overlay which does not change the density, but does allow the building to be closer to the street. The Future Land Use Plan Map recommends office and multi-family in the area. There is an urban core overlay for the property and the Future Land Use Map recommends office

and multi-family. Planner Gooby informed the Council that in staff's opinion, the request is in compliance with Horizon's: Greenville's Community Plan and the Future Land Use Plan.

Mayor Dunn declared the public hearing open and solicited comments from the audience.

Mr. Durk Tyson stated that he represented Edwards Communities Development Company and was available to answer questions regarding the request.

Upon being asked if this request represents an extension of the project or something that was not a part of the original zoning, Mr. Tyson stated that the project was not part of the original rezoning and has since been brought into the overall project.

There being no further comment, the public hearing was declared closed.

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to adopt the rezone to rezone the 0.25 acres located at the southeast corner of the intersection of Lawrence and 11th Streets from OR to OR-UC with an urban core overlay. Motion carried unanimously. (Ordinance No. 10-30)

ORDINANCE REQUESTED BY ADRIAN WIKE TO REZONE 5.46 ACRES LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF BELVOIR HIGHWAY AND SUNNYBROOK ROAD FROM RA20 AND CG TO CH - ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on March 29 and April 5, 2010 setting this time, date and place for a public hearing to consider a request by Adrian Wike to rezone 5.46 acres located at the northeast corner of the intersection of Belvoir Highway and Sunnybrook Road from RA20 and intersection of Belvoir Highway and Sunnybrook Road from RA20 and CG to CH.

Planner Gooby stated that this rezoning is located in the northwest section of the City at the intersection of Belvoir Highway and Sunnybrook Road. The area mostly contains residential uses. There is a large portion of the area that is vacant. The property is located within the 500-year flood plain that will be associated with the Tar River. There is a neighborhood focus area located at the intersection of Belvoir Highway and Sunnybrook Road where commercial is anticipated and encouraged. This rezoning could generate a net increase of over 2,100 trips. The property is currently zoned residential-agricultural with a small area of general commercial along Highway 33. The requested zoning is heavy commercial. Planner Gooby informed the City Council that the property currently contains one outbuilding and the area also contains mostly residential properties with a large portion being vacant. Planner Gooby stated that the rezoning could generate a net increase of over 2,100 trips. The property is currently zoned for residential and agricultural and under the current zoning the property could accommodate 10 to 15 single-family lots and under commercial, the site could yield approximately 50,000 square feet of space. Planner Gooby informed the City Council that the Future Land Use Plan Map recommends commercial, and it is staff's opinion that the request is in compliance with Horizon's: Greenville's Community Plan and the Future Land Use Plan Map.

Mayor Dunn declared the public hearing open and solicited comments from the audience.

Mr. Adrian Wike, the property owner stated that the rezoning is consistent with the Future Land Use Plan.

There being no further comments, the public hearing was declared closed.

Motion was made by Council Member Mercer and seconded by Mayor Pro-Tem Kittrell to adopt the ordinance requested by Adrian Wike to rezone 5.46 acres located at the northeast corner of the intersection of Belvoir Highway and Sunnybrook Road from RA20 and CG to CH. Motion carried unanimously. (Ordinance No. 10- 31)

ORDINANCE REQUESTED BY THE REDEVELOPMENT COMMISSION OF GREENVILLE TO REZONE 0.59 ACRES LOCATED BETWEEN VANCE AND CONTENTNEA STREETS AND NORTH OF WEST FIFTH STREET FROM CDF AND R6 TO OR - ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on March 29 and April 5, 2010 setting this time, date and place for a public hearing to consider a request by the Redevelopment Commission of Greenville to rezone 0.59 acres located between Vance and Contentnea Streets and north of the West Fifth Street from CDF and R6 to OR.

Planner Gooby informed the City Council that the property is located in the City along West Fifth Street, between Vance and Contentnea Streets. Planner Gooby delineated the property on a map and explained the request. There are four different parcels and two of those are privately owned. The Redevelopment Commission and the property owner have gone together on the application for rezoning. Currently there is a commercial building, one vacant lot, a single vacant lot and an office. There are a variety of uses in the area and the property is not impacted by the flood plain. There is a focus area at the intersection of West Fifth Street and Tyson Street and West 14th Avenue. Since there was no change in density, a traffic report was not prepared. Currently, the property is zoned for commercial and also for multi-family. The commercial building could be converted to an office building and then for the properties that are zoned multi-family, they would now have an additional office option for them. The Future Land Use Map recommends mixed use along West Fifth Street. It is staff's opinion that this request is in compliance with Horizon's: Greenville's Community Plan, the Future Land Use Plan Map and the West Greenville Redevelopment Plan.

Mayor Dunn declared the public hearing open and solicited comments from the audience.

There being no comments, the public hearing was declared closed.

Motion was made by Council Member Mercer and seconded by Council Member Glover to adopt the ordinance to rezone 0.59 acres located between Vance and Contentnea Streets and

north of West Fifth Street between Vance and Contentnea Streets. Motion carried unanimously. (Ordinance No. 10-32)

ORDINANCE REQUESTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT TO AMEND THE ZONING REGULATIONS TO INCLUDE ADDITIONAL LAND USE INTENSITY SPECIAL USE PERMIT APPLICATION SUBMISSION STANDARDS, REQUIRED FINDINGS, AND PLANNING AND ZONING COMMISSION CONSIDERATION CRITERIA - ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on March 29 and April 5, 2010 setting this time, date and place for a public hearing to consider a request by the Community Development Department to amend the zoning regulations to include additional Land Use Intensity Special Use Permit application submission standards, required findings, and Planning and Zoning Commission consideration criteria.

Chief Planner Harry Hamilton stated that the Land Use Intensity Development is a multi-family option that is subject to Planning and Zoning Commission's special use permit approval. A public hearing is required as well as first class mail notice and advertisement in the newspaper. The Commission may attach reasonable conditions to the plan to insure compatibility. LUI developments may include both LUI 50 and traditional multi-family units where there are no more than three unrelated occupants per dwelling or it could be LUI 67 which is a dormitory development. There is no limit on the number of owner related occupants. A suite style configuration is common for bed/bathrooms sharing a central living area with a kitchen have been the arrangement in the past. The proposed ordinance does not affect the current LUI development standards or the current uses. The purpose of the proposed ordinance is to provide additional application information and criteria to assist the Planning and Zoning Commission in the Commission's evaluation of the impact of the future LUI developments.

Chief Planner Hamilton stated the special use permit application information site geometry requirements include location of all proposed and existing buildings, structures, streets, drives, parking, screening, berms, landscaping, open spaces, active recreation areas and facilities, storm water structures facilities, regulated wetlands, flood hazard areas, environmental limitations, utilities and other improvements per the Land Development Manual. The appearance related requirements include typical building and unit façade illustrations including balconies, porches, patios, decorative and/or functional walls and fences.

The ordinance also includes additional permit criteria to assist the Planning and Zoning Commission in the evaluation of health and safety, public welfare and nuisance or hazard conditions effecting and/or resulting from proposed LUI development.

There are 11 considerations that have been added to the ordinance text. Health and safety, nuisance and other considerations include:

- The number of persons who can reasonably be expected to occupy the development at any one time.

- The intensity of the proposed development in relation to the intensity of adjoining and area uses.
- The visual impact of the proposed development as viewed from adjacent properties and public street rights-of-way.
- The location and extent of exterior physical activities of the proposed use including common recreation areas and facilities, and common and/or private patios, porches, balconies and open spaces.
- The reasonably anticipated noise or other objectionable characteristics that will result from the proposed use, or as a result of any element of project design.
- The safe and convenient location of all on-site parking and drives.
- The existing vehicular traffic on area streets.
- The reasonably anticipated increase in vehicular traffic generated by the proposed development.
- The condition and capacity of area street(s) which will provide access to the proposed development.
- The visibility afforded to both pedestrians and operators of motor vehicles both on-site and off-site.
- The anticipated, existing and designed vehicular and pedestrian movements both on-site and off-site.

Chief Planner Hamilton stated that the Planning and Zoning Commission may, in its discretion, attach reasonable conditions to the special use permit and plan that exceed the minimum standards when it is found that such conditions are necessary to insure that the proposed development will be compatible with adjacent areas. In Staff's opinion the request is in compliance with Horizon's: Greenville's Community Plan.

Mayor Dunn declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Mercer and Council Member Blackman to approve the ordinance requested by the Community Development Department to amend the zoning regulations to include additional Land Use Intensity special use permit application submission standards, required findings, and Planning and Zoning Commission consideration criteria. Motion carried unanimously. (Ordinance No. 10-33)

ORDINANCE REQUESTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT TO AMEND VARIOUS ZONING ORDINANCE PROVISIONS TO INCLUDE SCREENING, SAFETY BARRIER, AND DWELLING UNIT SEPARATION STANDARDS FOR RECYCLING CENTERS AND COMPACTORS FOR BOTH MULTI-FAMILY RESIDENTIAL AND NONRESIDENTIAL DEVELOPMENT – ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on March 29 and April 5, 2010 setting this time, date and place for a public hearing to consider a request by the Community Development Department to amend various zoning ordinance provisions to include screening, safety barrier, and dwelling unit separation standards for recycling centers and compactors for both multi-family residential and nonresidential development.

Chief Planner Hamilton stated that the Title 9 Zoning Ordinance Amendment is associated with several amendments that will be considered tonight regarding the proposed amendment to Title 6, Garbage and Refuse Collections and Disposal as proposed by the Recycling Committee. Currently, garbage dumpsters are required, pursuant to Title 6 to service certain multi-family and non-residential uses. Where dumpsters are required visual screening, dwelling unit separation, and accessibility standards apply – per the Zoning Regulations. The proposed zoning ordinance will not change the current dumpster requirements either in Title 6 or Title 9.

Chief Planner Hamilton informed the Council that garbage compactors are often used by non-residential uses and compactors will be an option in the future for multi-family development. Recycling Centers as described by the Public Works Department will also be utilized in the future. The proposed zoning amendment will insure that compactors and recycling centers are screened and/are separated from the residential uses in the same or similar manner as required for dumpsters.

The purpose of the zoning ordinance amendment is to provide:

- Screening requirements for future recycling centers (same as currently required for garbage dumpsters – solid fence or screening vegetation on 3 sides)
- Screening and safety barrier requirements for compactors (solid masonry/wood wall and gate – 2' higher than compactor)
- Dwelling unit separation between recycling centers (20') or compactors and multi-family dwellings.

Upon being asked if the City was going to start having recycling centers, Chief Planner Hamilton replied that this is not regulatory from the standard of whether you can or cannot have recycling centers. The ordinance states if you have recycling centers then you have to screen them. Currently the separation for dumpsters is 20 feet and that also applies to the recycling centers. Because of the mechanical operation of the compactors, it is necessary to set the compactor further back than a recycling center or dumpster.

Public Works Director Wes Anderson stated that one of the requirements to have a compactor installed is to provide a plan which will be operational if the compactor breaks down. This has to be provided by the operator prior to staff's approval.

Upon being asked what times of the day a compactor would run, Public Works Director Anderson stated that it would depend on how the system is set up. A lot of compactors are key based, and if the property owner states the key will not be available but once a day then the management would have to submit it as part of the plan.

Upon being asked if the normal noise ordinance would apply, City Attorney Holec replied it would.

Mayor Dunn declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Kittrell and seconded by Council Member Blackburn to adopt the ordinance requested by the Community Development Department to amend various zoning ordinance provisions to include screening, safety barrier, and dwelling unit separation standards for recycling centers and compactors for both multi-family residential and nonresidential development. Motion carried unanimously. (Ordinance No. 10-34)

ORDINANCE TO ANNEX FOX CHASE, SECTION 2, LOT 32, INVOLVING 0.756 ACRES LOCATED EAST OF FOX CHASE LANE, SOUTH OF CHARLESTON VILLAGE, SECTION 1, PHASE 2, AND CHARLESTON VILLAGE, SECTION 2, PHASE 2 AND BOUNDED ON THE SOUTH, EAST, AND WEST BY FOX CHASE, SECTION 2 – ADOPTED

Director of Community Development Merrill Flood explained that advertisement was run in The Daily Reflector on March 29, 2010, setting this time, date and place for a public hearing for a request by Fox Chase, Section 2, Lot 32, to annex the property located east of Fox Chase Lane, south of Charleston Village, Section 1, Phase 2, and Charleston Village, Section 2, Phase 2 and bounded on the south, east, and west by Fox Chase, Section 2. This property is contiguous and contains 0.756 acres. It is located in Voting District 5. The property is currently vacant and it is anticipated that there will be a single-family residential dwelling. The property will be served by Station 2, which is 1.49 miles from the location. If approved, the effective date of annexation will be June 30, 2010.

Mayor Dunn declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Mayor Pro-Tem Kittrell and seconded by Council Member Joyner to adopt the ordinance to annex Fox Chase, Section 2, Lot 32, involving 0.756 acres located east of Fox Chase Land, south of Charleston Village, Section 1, Phase 2, and Charleston village, Section 2,

Phase 2, and bounded on the south, east, and west by Fox Chase, Section 2. Motion carried unanimously. (Ordinance No. 10-35)

UPDATES TO THE CITY OF GREENVILLE'S MANUAL OF STANDARD DESIGNS AND DETAILS - CONTINUED TO MAY 2010

ANNUAL ACTION PLAN FOR HOME INVESTMENT PARTNERSHIP AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS – ADOPTED

Housing Administrator Sandra Anderson stated that the Home Investment Partnership program and Community Development Block Grant funding requires the City and all participating jurisdictions to prepare and submit an Annual Action Plan specifying how the City will spend funds and specify expenditure purposes. The Housing Division is in the process of identifying activities for the upcoming 2010-2011 fiscal year in accordance with the City of Greenville Consolidated Plan, which covers fiscal years 2008-2013. An Annual Action Plan must be submitted for each year of the five-year Consolidated Plan.

As listed in the plan the priorities and goals remain the same:

- Owner occupied rehabilitation
- Homeownership
- Acquisition and demolition of substandard units
- New construction
- Conversion of Rental units to homeownership
- Development of Commercial Corridor
- Streetscape
- Support Nonprofits
- Eliminate lead-based paint hazards

Housing Administrator Anderson informed the City Council that the Annual Action Plan requires two public hearings to give citizens the opportunity to participate in the plan development process and provide comments. This is the final public hearing before staff submits the plan to the U.S. Department of Housing and Urban Development for approval.

The Schedule and Citizen Participation which has occurred so far is the first public hearing, non-profit funding approval process, Redevelopment Commission review, continuum of care review, Affordable Housing Loan Committee review, citizen comment period, final public hearing, City Council approval and submission to HUD for approval and implementation at the end of the year.

Housing Administrator Anderson further stated that Federal funding is contingent upon a Congressional budget appropriation to the U.S. Department of Housing and Urban Development. Staff initially estimated that 2010-2011 fiscal year HOME funds will be approximately \$750,000 and CDBG funding to be about \$814,000. The final award is subject to change pending the U.S. Department of Housing and Urban Development's final determination. Staff received

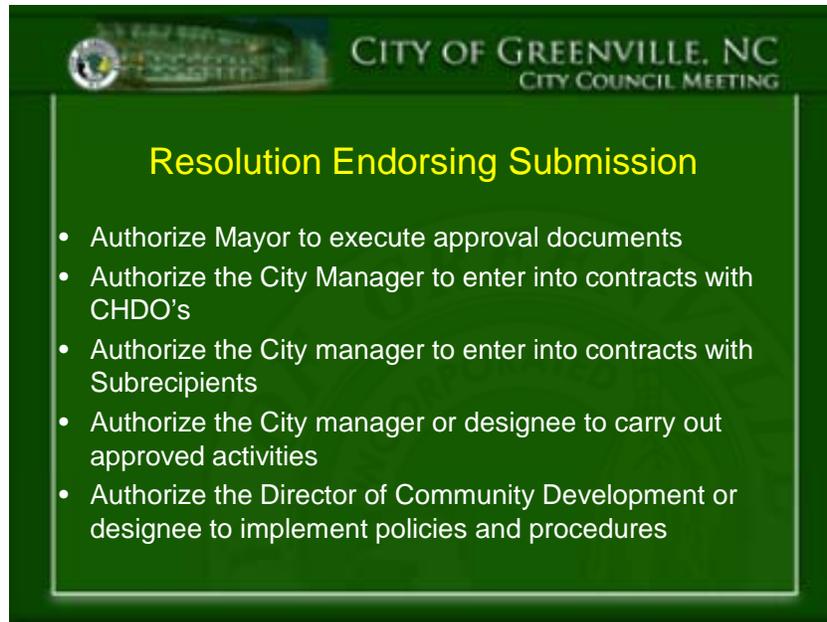
notification that 2010-2011 fiscal year Home Funds will be \$575,192 and CDBG funding to be \$887,849. The final award is subject to change pending the U.S. Department of Housing and Urban Development's final award.

Housing Administrator Sandra Anderson reminded City Council that in February she gave the City Council an estimated amount and Council has now received notification of the allocation and they are as follows and budgeted as follows:

UPDATED PROGRAM ACTIVITIES		
Activity	HOME Investment Partnership	CDBG
Planning and Administration	57,500	177,500
Housing Rehabilitation	150,000	400,000
Relocation	0	10,000
Acquisition	0	75,000
New Construction	150,000	0
Downpayment Assistance	100,000	0
Clearance/Demolition	0	45,349
Community Housing Development Corporation	117,692	0
Public Facilities Improvement	0	65,000
Public Service	0	115,000
Program Income	11,000	5,000
Total	586,192	892,849

Housing Administrator Anderson informed the City Council that the final award is subject to change pending the U.S. Department of Housing and Development's final award to the City, which will come at the beginning of the next fiscal year. An approval of the above is requested from the Council tonight.

The following explains the content of the resolution endorsing submission :



CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

Resolution Endorsing Submission

- Authorize Mayor to execute approval documents
- Authorize the City Manager to enter into contracts with CHDO's
- Authorize the City manager to enter into contracts with Subrecipients
- Authorize the City manager or designee to carry out approved activities
- Authorize the Director of Community Development or designee to implement policies and procedures

Housing Administrator Anderson stated that staff's recommendation is to hold a final public hearing for citizen participation, consider citizen input, and approve the proposed annual action plan authorizing the Mayor and City Manager to sign the resolution and required documents for submittal to US Department of Housing and Urban Development.

Mayor Dunn declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Joyner and seconded by Council Member Glover to hold a final public hearing for citizen participation, consider citizen input, and approve the proposed annual action plan authorizing the Mayor and City Manager to sign the resolution and required documents for submittal to US Department of Housing and Urban Development. Motion carried unanimously. (Resolution No. 10-26)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT FUNDING FOR 2010-2011 – APPROVED

Housing Administrator Anderson stated that the Affordable Housing Loan Committee met and recommended to the City Council that the following non-profit organizations be approved for funding. The non-profit organization funding request complies with the program rules, public facility improvements, and public services. When first looking at the Public Facilities improvement request as mentioned in the previous agenda item staff received notification of the award, and there was a slight change to the chart in terms of facility improvement. The public budget went from \$70,000 to 65,000 and the adjustment from the Affordable Housing Loan Committee recommendation was the contingency amount. The amount would now be \$13,534.16. Housing Administrator Anderson reviewed each applicant and their request and the recommendations were follows:

FISCAL YEAR 2010-2011 SUBRECIPIENT FUNDING REQUESTS
PUBLIC FACILITY IMPROVEMENT
AVAILABLE \$65,000

Agency Name	Request	Staff Recommendation	AHLC Recommendation
Operation Sunshine, Inc.	11,795.97	11,795.00	11,795.97
Center for Family Violence Prevention, Inc. (Safe House)	2,800.00	2,800.00	11,795.97
L.I.F.E. of NC. Inc.	20,344.50	20,346.00	10,172.25
Building Hope Community Life Center, Inc.	26,697.62	26,700.00	26,697.62
Contingency			13,534.16
Total	\$61,638.09	\$61,640.00	\$65,000.00

The total request for all the organizations was \$61,638.09. After discussion occurred regarding the Affordable Housing Loan Committee and the contingencies, a motion was made by Council Member Mercer and seconded by Council Member Smith to approve the staff's recommendation. Motion carried unanimously.

ORDINANCE AMENDING CHAPTER 3 OF TITLE 6 (SOLID WASTE COLLECTION) OF THE CITY CODE REQUIRING RECYCLING CENTERS AT MULTI-FAMILY DWELLINGS – ADOPTED

Public Director Wes Anderson stated that approximately a year ago staff made a presentation and City Council directed staff to improve recycling in family complexes. Staff has been working with a Multi-Family Recycling Committee and will present their recommendation tonight.

Sanitation Superintendent Delbert Bryant presented the recommendation for a multi-family recycling committee. Information on the recommendation was presented as follows:



BACKGROUND

- 2009 City Council Goals and Objectives to Involve All Citizens in Recycling
- In May 2009, Staff Presented Options For Increasing Residential Recycling to City Council and City Council Directed Staff to:
 - Develop an Education and Promotion Plan
 - Work with a Committee of Stakeholders to Explore Methods to Increase Multi-Family Recycling and Develop a Recommendation



BACKGROUND

- Recycling is Optional
- 67 Out of 225 Complexes Presently Have Recycling Centers
- 50 of These Complexes Constructed With Grant Funding
- State Law Bans Plastic Bottles, Aluminum Cans, and Cardboard from Landfill



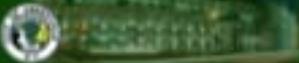
MULTI-FAMILY RECYCLING COMMITTEE

- Committee is Composed of:
 - Two Multi-Family Property Owners
 - Two Multi-Family Property Managers
 - Two Multi-Family Homeowner's Associations Members
 - One Environmental Advisory Commission Member
 - One Keep Greenville Beautiful Inc. Board of Directors Member



PROPOSED PLAN

- All Existing Multi-Family Complexes Must Provide A Location for City To Install Recycling Centers
- All New Multi-Family Complexes Must Install Recycling Centers During Construction
- Must Have A Minimum of One(1) 96 Gallon City Approved Roll-Out Container Per 20 Units for Recycling
- Complexes with Less Than 20 Units Must Have A Minimum of One City Approved Roll Out Cart for Recycling



CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

PROPOSED PLAN (CONTINUED)

- Existing Multi-Family Complexes
 - City of Greenville Will Install Recycling Centers Within Two Years
- New Multi-Family Complexes
 - Complexes Approved for Construction After July 1, 2010.
 - Developer or Builder Must Install Recycling Centers During Construction
- City Will Maintain All Recycling Centers*



CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

PROPOSED PLAN (CONTINUED)

- Funding For Construction of Recycling Centers Is Through A \$.42 Per Month Per Unit Surcharge on Multi-Family Refuse Fee
- Multi-Family Refuse Fee Surcharge is Proposed to Begin July 1, 2010 and Continue for Four (4) Years.
- After Four (4) Years the Surcharge Will Be Reduced to \$.09 Per Month Per Unit To Cover Maintenance of Centers

 CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

PROPOSED PLAN (CONTINUED)

- Installation Will Include:
 - Site Preparation
 - Concrete Pad
 - Signage
 - Fencing(4' Wood Fencing)
 - Roll Out Containers
 - Site Repair



 CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

PROPOSED PLAN (CONTINUED)

- Maintenance Includes:
 - Roll Out Containers
 - Signage
 - Fencing (4' Wood Fencing Only)
- Maintenance Does Not Include
 - Vegetation or Turf Around Recycling Center
 - Masonry or Specialized Fencing Enclosure



CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

CITY CODE

- Amendments to Section 6 Chapter 3 of the City Code
- Amendments to Section 9 Chapter 4 of the Zoning Regulations (Approved by Planning and Zoning Commission at Their March Meeting)



CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

PLAN PRESENTATIONS

- The Multi-Family Recycling Plan has been Presented to the Following Stakeholders:
 - Greenville Area Property Manager's Assoc.
 - Neighborhood Advisory Board
 - Public Meeting on February 23 at PWD
 - Environmental Advisory Commission
 - Planning and Zoning Commission
 - Letter sent to Pitt County Developer's Partnership



CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

TIMELINE

- Presentation to Stakeholders Jan-Feb 2010
- Public Meeting February 2010
- Multi-family Recycling Committee Meeting March 2010
- Present to P&Z Commission March 2010
- **Present to City Council April 2010**
- Education and Awareness May-June 2010
- Proposed Date of Effectiveness July 1, 2010



CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

RECOMMENDATION

Staff Recommends City Council Approve the Proposed Multi-Family Recycling Plan and the Proposed Amendments to the Solid Waste Collection Code of Ordinances

Upon being asked if there were any estimates on how this could improve the percentage of recycling, because one of the City's benchmarks is to increase the overall percentage of recycling which presently covers 10%.

Operational Manager Ken Jackson stated that staff did not presently know the exact diversion rate; however, staff does know that for multi-family there are presently 25 thousand units. This would mean that there would be a total of approximately 96 containers as part of the multi-family recycling program. Presently there are 251 so that would be an additional 750 needed for all of the multi-family locations to have recycling centers.

Upon being asked if a report could be brought back in six months, Mayor Dunn replied that a report could be given.

Operations Manager Jackson informed the City Council that there would not be additional staff added to handle the extra 750 more cans.

Motion was made by Council Member Joyner and seconded by Council Member Smith to adopt the ordinance amending Chapter 3 of Title 6 (Solid Waste Collection) of the City Code to require recycling centers at multi-family dwellings. Motion carried unanimously.

ORDINANCE AMENDING CHAPTER 3 OF TITLE 6 (SOLID WASTE COLLECTION) OF THE CITY CODE ALLOW USE OF COMPACTORS AT MULTI-FAMILY DWELLINGS-ADOPTED

Public Works Director Anderson gave the City Council the following background regarding the use of compactors at multi-family dwellings:



BACKGROUND

- City Does Not Allow Compactors in Multi- Family Complexes
- City Has Received a Number of Requests From Proposed Multi-Family Complex Owners and Developer's in the Past Several Years to Allow Compactors
- Reduced Space For a Compactor Compared To Dumpster Requirements is the Primary Reason



PURPOSE OF REQUEST

The Purpose of the Request is for an Amendment to The Solid Waste Ordinance Title 6 Chapter 3 to Allow Compactors in Multi-Family Complexes if Approved by the Director of Public Works or Designee(s)



COMPACTOR





CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

PROPOSED ORDINANCE AMENDMENTS

- Specifies Information a Requesting Owner or Developer Must Provide In Order for Director of Public Works to Consider Request
 - How Residents Will Dispose of Garbage If Compactor Fails
 - Specifications For Proposed Compactor
 - Location Plan
 - Access Plan for Residents and City to Service
 - Recycling Plan if Multi-Family Recycling Plan Approved



CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

RECOMMENDATION

City Council Approve the Ordinance Additions, Revisions, and Amendments to Allow Use of Compactors in Multi-Family Complexes With Director of Public Works or Designees Approval

City Council requested that staff look at what other towns are doing regarding the hours of operation or any other general rules.

Motion was made by Council Member Joyner and seconded by Council Member Smith to adopt the ordinance amending Chapter 3 of Title 6 of the Greenville City Code by rewriting certain sections which relate to solid waste collection in order to allow compactors at multi-family dwellings with an amendment to require the developer to submit a plan for a limitation to eliminate noise disturbance. Motion carried unanimously. (Ordinance No. 10-37)

ORDINANCE AMENDING SECTION 6-3-4 OF THE CITY CODE RELATING TO SOLID WASTE RECEPTACLES

Public Works Director Anderson stated that the City Council will consider a modification to the City Code relating to solid waste receptacles regarding the different sorts of trashcans and where the trashcans come from. The following information was presented.



The image is a presentation slide with a dark green background. At the top left is the City of Greenville logo. At the top right, the text reads "CITY OF GREENVILLE, NC" and "CITY COUNCIL MEETING". In the center, the word "AGENDA" is written in large, bold, yellow letters. Below this, a list of seven items is presented in white text, each preceded by a bullet point. The items are: Background, Purpose of Request, Pictures of City Roll- Out Containers, Benefits of Request, Comparison of Roll-Out Cart Costs, Proposed Ordinance Amendments, and Recommendation.

AGENDA

- Background
- Purpose of Request
- Pictures of City Roll- Out Containers
- Benefits of Request
- Comparison of Roll-Out Cart Costs
- Proposed Ordinance Amendments
- Recommendation



BACKGROUND

- Presently Residents Can Purchase Roll-out Containers at Several Local Vendors
- City has Experienced Problems Related to Containers
 - Containers Purchased From a Vendor May Not Be Compatible With Our Trucks
 - Resident Purchases Container from a Vendor and Does Not Request a “Cart Check” by Public Works
 - Containers Without a Serial Number



PURPOSE OF REQUEST

Require All Roll-out Containers Purchased for Residential Curbside Service After July 1, 2010 To Be Purchased From The City of Greenville Public Works Department

 CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

CITY ROLL-OUT CARTS



64 Gallon 96 Gallon

 CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

BENEFITS OF REQUEST

Citizens Benefit By:

- Reduces Number of Incorrect Billings for Citizens Who Buy A Roll-Out Container from Vendor and Does Not Notify the City
- Roll-out Containers are Delivered by the City if Requested by Citizen
- City Provides Warranty Repair Service on Containers It Sells
- Refuse Fee Changed At Time of Purchase
- City Roll-out Containers Are Generally Less Expensive

CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

COMPARISON OF ROLL OUT CART COST

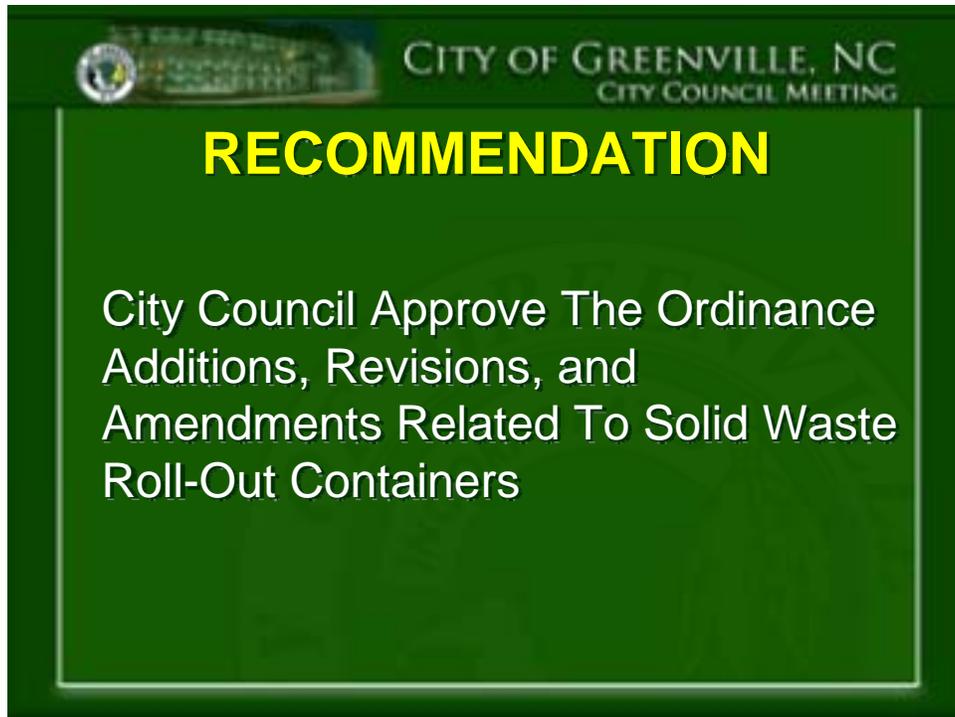
Cost of Roll-out Carts on March 25, 2010

VENDOR	50 GALLON	64 GALLON	96 GALLON
CITY OF GREENVILLE	NA	57.89	61.89
WAL-MART	NA	68.86	NA
LOWE'S HARDWARE	NA	69.00	89.00
HOME DEPOT	64.97	NA	NA

CITY OF GREENVILLE, NC
CITY COUNCIL MEETING

PROPOSED ORDINANCE AMENDMENTS

- Amend Section 6-3-4 of the Code of Ordinances to Require Any Roll-Out Container Purchased for Residential Curbside Service After July 1, 2010 to be Purchased From the Public Works Department and;
- Any Roll-Out Container Purchased From a Vendor Other Than Public Works Approved by the Director of Public Works or Designee On or Before July 1, 2010 For Use at The Resident's Dwelling Unit Will Be Allowed to be Used



Upon being asked how the City would accommodate the older residents who are not able to come into the Public Works Facility purchase a roll out cart. Public Works Director Anderson informed the Council that a system is already in place for anyone that has a doctor's note stating they are physically incapable of pushing a roll out cart to the curbside. A form is sent to the citizen and they must get a doctor's certification.

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to adopt the ordinance amending Section 6-3-4 of the City Code relating to solid waste receptacles. Motion carried unanimously.

RESOLUTIONS ESTABLISHING STATE LEGISLATIVE INITIATIVES - ADOPTED

City Attorney Holec informed the Council that resolutions had been prepared for the proposed 2010 legislative initiatives that Council had given direction on at the April 5, 2010 meeting. Those initiatives were as follows:

Preservation of Municipal Revenue Sources

Support efforts to preserve the existing revenue sources of cities. The primary focus of the 2010 session will be adjusting the budget for the State. It is expected that 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 onto 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.

Update of Current law on City-Initiated Annexation

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 upon 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. During the 2009 Session, the North Carolina League of Municipalities worked with legislators and developed reasonable amendments to the law which were included in House Bill 524. However, the bill was amended to include a provision which permitted a referendum on City-initiated annexations. The referendum is triggered by a petition from 15% of the registered voters in the combined area of the annexing city and the proposed annexation area. The referendum itself is also in the combined area, and there is a single count of votes (not separate votes in the city and in the annexation area.) If the referendum goes against the city, the city is not permitted to begin annexation proceedings for the affected area for at least five years. This referendum provision caused the North Carolina League of Municipalities to change its position from supporting the bill to opposing the bill. The referendum provision is not considered as a reasonable adjustment which retains the general framework and principles of the current annexation law. The bill was approved by the House but was not acted upon by the Senate.

East Carolina University Capital and Operating Priorities

Support East Carolina University in its efforts to receive its capital and operating priorities for FY 2010-2011. Funding of these priorities will have a significant economic impact on the City of Greenville and, for some of the priorities, provide medical or dental service to underserved populations of North Carolina. The capital priority is a request for \$15 million in planning funds for the design and construction of a new life science and biotechnology building which will involve a total cost of \$151.6 million. The operating priorities include (1) a request for an additional \$3 million for FY 2010-2011 (\$2 million has already been allocated for FY 2010-2011) for the Brody School of Medicine to provide indigent care and (2) a request of \$11 million

to assist in the implementation of the new School of Dentistry. (Document No. 10-05)

Motion was made by Council Member and seconded by Council Member to adopt the resolutions establishing State legislative initiatives. Motion carried unanimously. (Resolution Nos. 10-27, 10-28, and 10-29)

CONTRACT AWARD FOR AUDITING SERVICES- APPROVED

City Manager Bowers informed the Council that they had heard the presentations at the April 5th meeting and the Council had requested that the Manager provide a copy of the proposals from the three auditing firms, and that information was sent to Council on April 6.

Mayor Pro-Tem Kittrell stated that in the future the City should search at least every five years the engagement partner would change if a new firm was hired and representatives of the City Council, Greenville Utilities, Sheppard Memorial Library and the Convention and Visitors Bureau should meet with staff to go over the proposals and ask questions that they might have regarding the proposals and recommendations before awarding a contract so that the Council can have a hand in the decision making. Another option would be that we could hire Martin Starnes and Associates another year and let the Council and the boards make the decision next year on who Council could hire. The third option is Dixon and Hughes was the low bidder initially, and I think they are very qualified and the Council could hire them. These are just thoughts, not actions.

Council Member Joyner asked if the proposals were sealed proposals to start with, because it looked like one of the groups got a chance to counterproposal. Did all the groups have a chance to counterproposal?

Thom Moton stated that Martin Starnes was present at the bid opening, and proposals were opened and announced, and subsequent to hearing the proposals, Martin Starnes made an addendum to their proposal. Martin Starnes were the only ones in attendance. It has always been staff's expectation that with proposals you can negotiate the rates with whoever you select after the fact that you choose that individual to award the contract

Council Member Joyner replied why make a proposal if there is a chance to counter propose. Everyone should have given their best proposal on the first proposal but then if someone sees everybody else's numbers and then drop those numbers then those numbers are not the low proposal.

Assistant City Manager Moton stated that the proposal was requested to be in two sections with one being the actual response in terms of qualifications approached to do the work and the second one was the cost component. This is not a process where you award the low bidder. It is the best proposal and in that case you could have a very low proposal costs but the firm was unqualified. There were in fact two firms that as a collective group it was determined they did not meet the qualifications or expectations for the city. When we interviewed the three firms, it was asked whether the proposed fees are negotiable and they all had a chance to respond and

say yes or no and many said these are going to be firm for five years or no we could adjust it but typically you could not adjust the fees because you might find that we do not have the budget to do it. Martin Starnes was present and they observed the information provided, it does not preclude any other proposals or items.

Council Member Joyner asked if Martin Starnes saw the other two proposals, and Assistant City Manager Moton replied that the proposals were announced and the proposals were open so anyone could see proposals.

Initially staff took the five proposals that were submitted and compared them to the requirements that were requested, the RFP and then we did evaluations to score them and after scoring them it was felt that the two top firms were Martin Starnes and Associates and then McGladry Pullen. Subsequent to that there was a re-evaluation and staff added Dixon Hughes and those three were interviewed. However, once the interviews were completed there was a consensus, that was unanimous, on the order of ranking based on a demonstration in terms of commitment to doing municipal, utilities, Shepard Library and the Convention and Visitor's audits. Starnes first and McGladry Pullen second and then Dixon Hughes.

Council Member Mercer agreed with Mayor Pro-tem Kittrell to look at different processes.

Motion was made by Council Member Mercer and seconded by Council Member Joyner to have representatives of the City Council, Greenville Utilities Commission, the Library and the Convention and Visitors Authority to review with staff the proposals for auditing services and the recommendations by the Auditing Services Selection Committee for the award of the contract for auditing services. Motion carried unanimously. (Contract No. 1856)

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council gave general comments.

CLOSED SESSION

Motion was made by Council Member Mercer and seconded by Council Member Smith to go into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Motion carried unanimously.

RETURN TO OPEN SESSION

Motion was made by Council Member Joyner and seconded by Council Member Kittrell to return to open session. Motion carried unanimously.

ADJOURNMENT

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to adjourn the meeting at 10:35. Motion carried unanimously.

Respectfully submitted,

Patricia A. Sugg
Deputy City Clerk

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
April 19, 2010

The Greenville City Council met in a regular meeting on the above date at 6:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Patricia C. Dunn presiding. The meeting was called to order, followed by a moment of silence by Council Member Mercer and the pledge of allegiance to the flag. The following were 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
Wayne Bowers, City Manager
Wanda T. Elks, City Clerk
David A. Holec, City Attorney

APPROVAL OF AGENDA

City Manager Bowers informed the Council that an item needed to be added to the City Council agenda, that being “Sale of City-owned property at 903 Douglas Avenue”.

Motion was made by Council Member Joyner and seconded by Council Member Mercer to approve the agenda with the addition of “Sale of City-owned property at 903 Douglas Avenue”. Motion carried unanimously.

CONTRACT AWARD FOR AUDITING SERVICES

Assistant City Manager Thom Moton distributed to the Council a summary of external auditor observations and recommendations that had been received since 2002.

“COPY”

- ❖ Compliance with GASB Statements – Martin Starnes has advised and assisted with the implementation of all applicable GASB Statements adopted during their term of service including:
 - Statement 34 – The City and GUC were required to implement GASB Statement 34 for the fiscal year 2002, which was the last engagement year with our previous auditors (Cherry, Bekaert). This statement required substantial changes to the structure and composition of the audit report. During the audit for fiscal year 2003, Martin Starnes staff revealed to us that the changes implemented the previous year were insufficient to

completely comply with GASB 34. They advised and assisted us with the additional changes necessary.

- Statement 40 – Investment risk disclosures, implemented fiscal year 2005
 - Statements 43 and 45 – OPEB, implemented fiscal year 2008
- ❖ Internal Controls – Martin Starnes reviews our processes each year and advises us on ways to improve internal controls. Their advice has been instrumental in developing and updating internal control policies. Past suggestions include:
- Recommended the Financial Services Collection Supervisor prepare a turnover document for cash turned in from cashiers. Discussed policy for investigating short/overs and made suggestions for improvement.
 - Observed Collection Supervisor could work from other collectors' drawers in an emergency; thus violating control of separate cash drawers. Procedures have been implemented to mitigate this practice.
 - During a period of Financial Services staff turnover Martin Starnes detected that the former Financial Services Manager was manually maintaining report drafting work sheets and supporting schedules on her desktop computer and those records were not accessible without her password access. Procedures have been set in place to mitigate this practice.
- ❖ Internal Processes – At the request and/or recommendation of Martin Starnes, City staff has developed internal practices and reports that fully demonstrate how balances in the individual funds and fund types are combined and reconciled and implemented processes to increase control or security of City assets. The following findings have occurred over the past few years:
- Martin Starnes recommended the City conduct a capital asset inventory as one had not been done in several years. The concern was not related to financial reporting as much as it was safeguarding of assets and over/under insurance.
 - Performed cash receipts surprise testing at the golf course. Made recommendations regarding cash register close outs and daily cash drawer balancing. No errors or irregularities detected, just refining cash control procedures.
 - The most difficult portion of the audit was reconciling interfund transfers between the City and GUC as well as interfund charges for services provided, and interfund due to/from. Martin Starnes recommended at both exit conferences that City and GUC staff reconcile monthly so that discrepancies could be detected early and reduce the amount of transactions that must be researched in order to reconcile any discrepancy.
 - Management letter issued in 2008 regarding internal control over Police flash funds advised staff of procedural changes needed.
 - Martin Starnes has assisted staff with capital project close out accounting, and made recommendations regarding closing special revenue funds and maintaining minimum number of funds.
- ❖ General – Martin Starnes routinely apprises us of any information they receive that may impact our financial position or reporting. Noted topics have included:

- Security of deposits and ensuring banks have noted our accounts as public funds
- Actuarial valuations for OPEB
- New GASB pronouncements
- LGC requirements and recommendations

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Assistant City Manager Moton explained that there were no recommendations in 2009. Financial Services Director Bernita Demery explained that auditors make comments that don't make it to the level of a management letter; however, the City has received a management letter in some of the previous years, such as 2008. Financial Services Director Demery explained that auditing guidelines determine whether the auditors have to issue a management letter or not. In 2009 and several other years, there was nothing worthy of a management letter. There are things that the auditors and staff discuss back and forth; however, there has to be a certain degree of uncertainty to warrant a management letter. City Manager Bowers explained that there is a transmittal letter presented with the audit every year. The management letter is only issued if there is a management finding. Staff was asked to obtain a letter from the auditor every year, whether there are comments or not.

Motion was made by Council Member Glover to award a contract for auditing services to Martin Starnes & Associates, CPA's, PA.

Council Member Blackburn seconded the motion with the addendum that there be a new engagement partner for the audit.

Council Member Joyner stated that there had been discussion about changing the process. City Manager Bowers stated that was to be done informally and it would be done within 90 days. Council Member Joyner stated that he would like to see, as a part of the process, that there be a different accounting firm every five years.

Financial Services Director Demery explained that a limited number of auditing firms would be available to provide service to the city in governmental accounting. If the Council recommends changing every five years, the cost will go up substantially. The industry standard is for fees to go up when the City changes auditors frequently. There may even be fewer people bidding.

Council Member Kittrell stated that Martin Starnes reduced their cost by \$80,000. Other bids came in that could have been negotiated, also.

Council Member Glover expressed her concern with a competing firm that was not qualified calling the Council and the City Manager.

Discussion occurred about whether the motion was for a five-year period or a one-year period. City Manager Bowers explained that it is staff's intent to bring it back every subsequent year.

Council Member Glover restated the motion, which was seconded by Council Member Blackburn, as follows: to award a contract for auditing services to Martin Starnes & Associates, CPAs, P.A., said contract to be for an intended engagement period of five years but subject to

approval of a contract on an annual basis and with the condition that there be a different engagement partner from the FY 2008-2009 engagement partner commencing with the audit for FY 2009-2010. The motion was then voted on and carried with a 4:2 vote. Council Members Glover, Blackburn, Mercer and Smith voted in favor of the motion. Mayor Pro-Tem Kittrell and Council Member Joyner voted in opposition.

SALE OF CITY-OWNED PROPERTY AT 605 HUDSON STREET – APPROVED

Director of Community Development Merrill Flood explained that this is a request to authorize the Community Development Director to sign an "Offer to Purchase and Contract" for City-owned property located at 605 Hudson Street, parcel #007136, to Tyiana Bond. The new single-family structure is a three-bedroom, two-bath unit with fair market value previously set at \$100,000. The buyer is proposing a closing date on or before May 21, 2010. This contract will be contingent upon the buyer meeting requirements of the City's HOME program down payment assistance program and ability to obtain an FHA loan at an interest rate not to exceed 5.5%. Ms. Bond has provided a \$500.00 earnest money deposit, and she received preapproval from her mortgage lender. In addition, Ms. Bond plans to use the Federal New Home Buyer Tax Credit Program that expires April 30, 2010. In order for Ms. Bond to be considered for the tax credit program, she must execute a sales contract by April 30, 2010.

Motion was made by Council Member Joyner and seconded by Council Member Mercer to authorize the Community Development Director to sign the Offer to Purchase and Contract and other required paperwork to Ms. Tyiana Bond for the sale of 605 Hudson Street, with the condition that the sale is subject to approval by City Council after a public hearing held by City Council in May. Motion carried unanimously.

SALE OF CITY-OWNED PROPERTY AT 903 DOUGLAS AVENUE – APPROVED

Director of Community Development Merrill Flood explained that this is a similar request for the property located at 903 Douglas Avenue. An offer was received from Ms. Shawn Rascoe, who would like to purchase the home as her principal residence. She plans to utilize the Federal First Time Homebuyer Tax Credit Program. In order to participate in the tax credit program, she must secure an executed Offer to Purchase contract by April 30, 2010. The proposed closing date is May 17, 2010. She has provided an earnest money deposit of \$1000 and is expected to receive loan pre-qualification. Execution of the Offer to Purchase contract requires City Council approval. The disposition of the property will be considered by City Council at a public hearing during the May 13, 2010 City Council meeting.

Motion was made by Council Member Joyner and seconded by Council Member Smith to authorize the Community Development Director to sign the Offer to Purchase and other required paperwork for Ms. Shawn Rascoe for the sale of 903 Douglas Avenue, with the condition that the sale is subject to approval by City Council after a public hearing held by City Council in May. Motion carried unanimously.

After discussion about the desire for other homebuyers to be able to take advantage of the \$8000 tax credit for first-time homebuyers, motion was made by Council Member Joyner and seconded by Council Member Kittrell to authorize staff to enter into an Offer to Purchase and Contract on

the remaining homes so that the buyers may receive the \$8000 tax credit, subject to approval by City Council after a public hearing held by City Council. Motion carried unanimously.

RESOLUTION EXPRESSING APPRECIATION TO WANDA T. ELKS FOR HER SERVICE AS THE CITY CLERK OF THE CITY OF GREENVILLE – ADOPTED

Mayor Dunn read the following resolution.

“COPY”

RESOLUTION EXPRESSING APPRECIATION TO WANDA T. ELKS FOR
HER SERVICE AS THE CITY CLERK OF THE CITY OF GREENVILLE

WHEREAS, Wanda T. Elks has served the City of Greenville well for nineteen (19) years as the City Clerk and has announced her retirement to be effective on the 1st day of May, 2010;

WHEREAS, Ms. Elks commenced her employment with the City of Greenville on April 14, 1983, serving initially in the Planning Department as a Clerk-Typist and receiving promotions throughout the years including a promotion to Deputy City Clerk in 1989 and an appointment as City Clerk in 1991;

WHEREAS, during her tenure as City Clerk, Ms. Elks has served a critical role as a communication link between the city government and the citizens it serves, having interacted with the public in a businesslike and caring manner while ensuring that citizen inquiries and requests receive a prompt and appropriate response;

WHEREAS, during her tenure as City Clerk, Ms. Elks has served three (3) mayors and twenty-three (23) Council Members, addressing all of their diverse administrative and clerical needs in a fair and equitable manner so that the elected officials were equipped to serve the citizens of the City of Greenville;

WHEREAS, during her tenure as City Clerk, Ms. Elks has coordinated with other departments of the city to ensure the smooth running of city government, the effective and efficient delivery of services to the citizens of the City of Greenville, and the diligent execution of all of the responsibilities conferred upon the office of City Clerk by the North Carolina General Assembly;

WHEREAS, Ms. Elks earned her Master Municipal Clerk certification from the International Institute of Municipal Clerks in 2005, served as the President of the North Carolina Association of Municipal Clerks in 2001-2002, served as a member of the Board of Directors of the North Carolina League of Municipalities from 2003 to 2005, and served as a member of the Board of Trustees of the Firefighters Relief Fund of the City of Greenville from 1991 to 2009; and

WHEREAS, the performance of the complex duties and responsibilities of the office of City Clerk by Ms. Elks have been accomplished in a dedicated, resourceful, innovative and

professional manner so that the City of Greenville and its citizens have benefitted significantly from her service;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, on behalf of all of the citizens of the City of Greenville, that it does hereby express appreciation to Wanda T. Elks for her distinguished service to the City of Greenville and its citizens as City Clerk of the City of Greenville and do further highly commend her for the professional manner in which she has carried out her duties and responsibilities.

This the 19th day of April, 2010.

“COPY”

Motion was made by Council Member Joyner and seconded by Council Member Mercer to adopt the resolution expressing appreciation to Wanda T. Elks for her service as the City Clerk of the City of Greenville. Motion carried unanimously.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council provided comments about the City Clerk and made other general comments.

CITY MANAGER’S REPORT

The City Manager had no report to give.

ADJOURN

Motion was made by Council Member Joyner and seconded by Council Member Smith to adjourn the meeting at 6:45 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC
City Clerk

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
April 19, 2010

The Greenville City Council met in a special meeting on the above date at 8:30 AM in the conference room of the Pitt-Greenville Convention and Visitors Authority, with Mayor Patricia C. Dunn presiding. The meeting was called to order, and the following were 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
Wayne Bowers, City Manager
David A. Holec, City Attorney

CLOSED SESSION

Motion was made by Council Member Mercer and seconded by Council Member Glover to go into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Motion carried unanimously.

OPEN SESSION

Motion was made by Council member Mercer and seconded by Mayor Pro-Tem Kittrell to return to open session. Motion carried unanimously.

ADJOURN

Motion was made by Council Member Mercer and seconded by Council Member Joyner to adjourn the meeting at 12:45 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC
City Clerk

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
April 22, 2010

The Greenville City Council met in a special meeting on the above date at 8:30 AM in the conference room of the Pitt-Greenville Convention and Visitors Authority, with Mayor Patricia C. Dunn presiding. The meeting was called to order, and the following were 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
Wayne Bowers, City Manager
David A. Holec, City Attorney

CLOSED SESSION

Motion was made by Council Member Kittrell and seconded by Council Member Glover to go into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Motion carried unanimously.

RETURN TO OPEN SESSION

Motion was made by Council Member Joyner and seconded by Council Member Mercer to return to open session. Motion carried unanimously.

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to appoint Pat Sugg as Interim City Clerk effective on May 1, 2010, and continuing until the effective date of the appointment of a City Clerk with a 10% increase in pay during said period. Motion carried with a 5:1 vote. Mayor Pro-Tem Kittrell and Council Members Blackburn, Mercer, Smith and Joyner voted in favor of the motion. Council Member Glover voted in opposition.

CONTINUANCE OF MEETING

Motion was made by Council Member Mercer and seconded by Council Member Joyner to continue the meeting until Thursday, April 29, 2010 at 11:00 a.m. in Room 337 of City Hall. Motion carried unanimously.

RECONVENING OF MEETING

The Greenville City Council reconvened the special meeting on April 29, 2010 at 11:00 a.m. in Room 337 of City Hall, with Mayor Patricia C. Dunn presiding. The meeting was called to order, and all Council Members noted above were present.

CLOSED SESSION

Motion was made by Council Member Mercer and seconded by Council Member Blackburn to go into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Motion carried unanimously.

RETURN TO OPEN SESSION

Motion was made by Council Member Joyner and seconded by Council Member Blackburn to return to open session. Motion carried unanimously.

ADJOURN

There being no further business to discuss, the meeting adjourned.

Respectfully submitted,

Wanda T. Elks, MMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: First reading of an ordinance granting a taxicab franchise to Melvin Elam Jr. and Melvin Elam Sr. d/b/a Red White and Blue

Explanation: Melvin Elam Jr. and Melvin Elam Sr. d/b/a Red White and Blue have requested a taxicab franchise to operate a taxicab in the City of Greenville. Upon review of the application by the Financial Services, Police, and Community Development Departments, staff recommends approval of the request. The ordinance is scheduled for consideration on first reading at the May 10, 2010 City Council meeting, and the public hearing and second reading of the ordinance are scheduled for May 13, 2010. Notice of the public hearing was advertised in The Daily Reflector on May 3, 2010 and notification has been submitted to all taxicab franchisees.

Fiscal Note: No direct cost.

Recommendation: Approve on first reading the attached ordinance granting a taxicab franchise to Melvin Elam Jr. and Melvin Elam Sr. d/b/a Red White and Blue.

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

Attachments / click to download

[Backup information](#)

[Document to be approved on first reading for Melvin Elam Jr. and Melvin Elam Sr. d b a Red White and Blue 865646](#)

AN ORDINANCE GRANTING A TAXICAB FRANCHISE
TO MELVIN ELAM JR. AND MELVIN ELAM SR. D/B/A RED WHITE AND BLUE

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

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

WHEREAS, Melvin Elam Jr. and Melvin Elam Sr. d/b/a Red White and Blue are applicants for a franchise permitting the operation of one taxicab within the City limits; and

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

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

Section 1. A taxicab franchise is hereby issued to Melvin Elam Jr. and Melvin Elam Sr. d/b/a Red White and Blue to permit the operation within the City of Greenville of not more than two taxicabs.

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

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

Section 4. This ordinance shall become effective immediately upon its adoption.

First reading passed on the 10th day of May, 2010.

APPLICATION FOR TAXICAB FRANCHISE

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

To the Mayor and City Council of the City of Greenville

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

1. The applicant is familiar with the ordinances of the City of Greenville relating to liability insurance, drivers regulations, regulations of rates, and other matters pertaining to the operation of taxicabs.
2. The individual, corporate or trade name and business address of the applicant is:
Melvin Elam Jr., ~~Fast Express~~, 802 E 3rd Street #7
Red White and Blue
3. The Applicant is:
 - A. An individual and sole owner of the taxicab business to be operated under the above name.
 - B. A corporation chartered under the laws of the State of North Carolina in the year 2010, and the officers of the corporation are
Melvin Elam Jr.
 - C. A partnership, as shown by articles hereto attached, and the names of partners are:
Melvin Elam Sr.
4. The Applicant operates in the following cities: Greenville, NC
5. The Applicant is requesting franchise to operate 4 taxicabs.
6. In support of this application, the following Exhibits are attached.
 - Exhibit A. A full statement of facts which, if supported by substantial testimony at the hearing, will support a finding of public convenience and necessity for this operation.
 - Exhibit B. A complete list of Applicant's motor equipment showing year, make, model, and carrying capacity of each unit.
 - Exhibit C. Financial statement showing assets, liabilities and net worth of applicant.
 - Exhibit D. Statement showing applicant has made complete arrangement for off-street parking of all motor vehicles.
 - Exhibit E. Statement of proposed fares for transportation of persons and property.
 - Exhibit F. Statement of experience of applicant in conducting taxicab business.
 - Exhibit G. For persons who plan to be a driver: Official results of a drug screening for the applicant(s) from a practicing licensed physician AND a waiver from the physician who conducted the drug screening releasing those results to the Greenville Police Department

HAND PRINT OR TYPE

LAST NAME <u>Elam</u>		FIRST NAME <u>Melvin</u>		MIDDLE NAME <u>Lynn</u>	
ALIAS OR NICKNAME	SEX <u>M</u>	AGE <u>25</u>	WEIGHT <u>185</u>	HEIGHT <u>5'10</u>	ID NO.
ADDRESS <u>802 E 3rd Street #7</u>	HAIR <u>Black</u>	EYES <u>Brown</u>	COMPLEXION <u>Black</u>		
OCCUPATION <u>Taxi Driver</u>	DRIVERS LICENSE NO.		IDENTIFICATION NO.		
PLACE OF BIRTH <u>Chester, SC 29706</u>	DATE OF BIRTH		SOCIAL SECURITY NO.		

Signature of Applicant [Signature]

Subscribed and sworn to before me this 15th day of March, 2010.

My Commission Expires: 9-4-2011

[Signature]
 Notary Public

Item # 2

Dear Mayor Pat Dunn and The City Council of Greenville,

My name is Melvin Lynn Elam Jr. and I'm currently looking to start my own taxicab franchise. The name of my franchise will be called ^{Red White and Blue} ~~Fast Express~~ and the reason I choose this name is to assure the customer they will get to their destination on time and safely as possible. The reason I want to operate a taxicab service in Greenville, NC is to help the community to find a way of transportation for as getting to their job, school, sporting event, evening night out, and much more reasons. I'm currently employed at Courtesy Cab in Greenville, NC. I have been obtaining my full privileged driver's license for quite some time now. At the age of 15 I had a special privileged license. This was an essential part of my driving career because at the time I needed a job to help out my family. So at a young age I learned the responsibility of driving. I've always had a sense of exhilaration when it comes to driving.

I will be driving a 1989, blue, Crown Victoria. It has a maximum capacity of four people. I'm 25 years old and recently

enlisted in the National Guard. When I was a freshman in college at Vermilion Community College in Ely, Minnesota I acquired the highest GPA of college freshman athlete in the surrounding arrears. When it came to education, I've never been daft about the issue. My idea on establishing a taxi cab franchise has never been inferential. I've always had an ambition to own my business. I have the competency to manage and obtain a professional place of business. I have the drive and determination to keep a successful taxi cab franchise.

Under these certain circumstances, I would like to see my application reviewed for further reading and evaluation, so I can successfully upstart my new business.

Greenville, NC need more taxi service because Greenville is steadily expanding. Everybody doesn't own a vehicle therefore has no way of getting around. There are more college students enrolling at ECU and Pitt Community College every year and a lot of students need to find a way to get around. The locals' of Greenville also need away of transportation. The more transportation you have for a grown city the more money it brings in to the city so it works out hand in hand. The bus only takes you to certain location and only makes certain pickups. A taxi cab can pick you up and take you where ever you want. That's why Greenville need more taxi services. I own no property but pay rent for housing and have no outstanding loans.

TABLE B FARES

ATTACHMENT A

The following rates shall be applicable for each standard zone fare:

ZONES	1	2	3	4	5	6	7	8
1	4.00	4.35	4.70	5.05	5.40	5.75	6.10	6.50
2	4.35	4.70	5.05	5.40	5.75	6.10	6.50	
3	4.70	5.05	5.40	5.75	6.10	6.50		
4	5.05	5.40	5.75	6.10	6.50			
5	5.40	5.75	6.10	6.50				
6	5.75	6.10	6.50					
7	6.10	6.50						
8	6.50							

The fare charged shall be the amount of the highest zone which is traveled through.
Only one fare shall be charged for one or two persons traveling from the same point of origin to the same point of destination.

The following rates are for fares across town:

ZONES	1	2	3	4	5	6	7	8
1	4.00	4.60	5.20	5.80	6.40	7.00	7.60	8.20
2	4.60	5.20	5.80	6.40	7.00	7.60	8.20	8.80
3	5.20	5.80	6.40	7.00	7.60	8.20	8.80	9.40
4	5.80	6.40	7.00	7.60	8.20	8.80	9.40	10.00
5	6.40	7.00	7.60	8.20	8.80	9.40	10.00	10.60
6	7.00	7.60	8.20	8.80	9.40	10.00	10.60	11.20
7	7.60	8.20	8.80	9.40	10.00	10.60	11.20	11.80
8	8.20	8.80	9.40	10.00	10.60	11.20	11.80	12.50

- between Bradford Creek Standard Fare 6.50
- Across Town 12.50
- for two persons (per person extra) 1.50
- tips at route to destination 1.50
- waiting time (per hour) 16.50
- trials or footlockers (each) 2.00
- luggage (each) 1.25
- fare outside zones unless previously specified (per mile) 2.00

Rev. 6/06/00

NO PETS WITHOUT A PET LEASE!

Rental contract for

802-7 East 3rd Street

In consideration of the rent reserved and the mutual promises each to the other made herein, Pinnacle Property Management of NC, Inc., as Agent for the Landlord, does here by and through lease and rent to:

Melvin Lynn Elam

as Tenant ("Tenant") and Tenant does hereby lease and rent from Landlord the premises more particularly described below (the "Premises") in accordance with the standard provisions on the REVERSE SIDE HEREOF and upon the following terms and conditions:

1. THE PREMISES, Located in the City of Greenville, County of Pitt, State of North Carolina, being known as and more particularly described as Apartment # 7, 802 East 3rd St - Magnolia Place Apartments, Greenville, NC. 278 58

2. TERM: The term of this lease shall be for 1 year commencing 8-1-08 and expiring 7-31-09 (the Initial Term). The Tenant may terminate the tenancy at the expiration of the Initial Term by giving written notice, signed by all parties, to the Agent, at least 60 days, but not later than 30 days, prior to the expiration date of the Initial Term. If written notice is not received it is understood that the security deposit will be applied as a rental payment in order to satisfy the 30 day notice requirement. Failure to fulfill the initial term set forth above will result in immediate prosecution, credit reporting and any other agency necessary to acquire all money due resulting from the tenants abandonment.

3. RENT: Tenant shall pay, without notice, demand, or deduction to Landlord or as Landlord directs, monthly rentals in the amount of \$ 350. The first payment, which shall be prorated if the Initial Term commences on a day other than the first day of the applicable rental payment period, shall be due upon occupancy and shall constitute payment for the period ending 8/01. Thereafter all rentals shall be paid in advance on or before the first day of each subsequent calendar month for the duration of the tenancy.

4. SECURITY DEPOSIT: The tenant shall deposit with the Landlord the sum of \$ 350 to secure the faithful performance of the Tenants promises and duties contained herein (the "Security Deposit"). no 6/23/08

AFTER 72 HOURS, SECURITY DEPOSIT IS NON-REFUNDABLE
until fulfillment of lease agreement

The landlord will:

Deposit the Security Deposit in a trust account with Centura Bank, or 1st Citizens Bank or:

Furnish a bond from _____ to secure the performance of the landlord's obligation to refund the Security Deposit as herein provided.

The Security Deposit shall be held, and upon the termination of the tenancy be applied in the manner and for the purpose set forth in paragraph 3 of the REVERSE SIDE.

5. RULES AND REGULATIONS: The Tenant, his family, servants, guests, and agents shall comply with, and abide by all the Landlord's existing rules and regulations, and such future reasonable rules and regulations as the Landlord may from time to time at his discretion adopt, governing the use and occupancy of the Premises and any common areas used in connection with them (the Rules and Regulations). A copy of the existing rules and Regulations is attached hereto and the tenant acknowledges that he has read them. The rules and Regulations shall be deemed to be part of this Agreement and any violation of any of them shall constitute a breach of this Agreement giving to the Landlord all the rights and remedies herein provided. Loitering is prohibited. This includes gathering on the lawn, parking lot, balcony and/or stairwells.

6. ASSIGNMENT: The Tenant shall not assign this Agreement or sublet the Premises in whole or in part unless approved in writing by the Landlord.

7. PETS: The Tenant shall not keep or harbor in or about the premises any animals or pets of any kind including, but not limited to: dogs, cats, birds, and marine animals unless a pet lease is signed and addended to this contract. If a pet agreement has not been signed, and the required proof of insurance policy attached, it is the understanding of both parties that NO PETS ARE ALLOWED. Dogs breeds such as Rottweiler, Bulldog, Chow, Pincher or other "viscous" dogs are prohibited due to insurance regulations. Visiting pets are prohibited as well. The tenant will be fined \$200 for each day of violation of pet clause.

8. TERMINATION: In addition to all other termination rights, the Landlord may, with or without cause, terminate the tenancy during the Initial Term or during any extensions of holdover periods by giving written notice to the Tenant 30 days prior to the desired termination date. The Tenant may not terminate the tenancy during the Initial Term, but may terminate the tenancy thereafter as provided for in paragraph 2.

9. TENANTS DUTIES UPON TERMINATION: Upon any termination of the Tenancy created hereby whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall: (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued. (2) Vacate the Premises, removing there from all his personal property of whatever nature. (3) Properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves, and sinks, removing there from all rubbish, trash, and refuse. (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when this Agreement was executed, ordinary wear and tear excepted. (5) Fasten and lock all doors and windows. (6) Return to the Landlord the keys to the Premises **NO LATER THAN 2 PM ON MOVE OUT DAY.** (7) Notify the Landlord of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to sweep out and clean the Premises, appliances and fixtures, as herein provided, he shall become liable, without notice or demand, to the Landlord for a cleaning fee in the amount of \$350.00.

10. ACCEPTANCE OF PREMISES: The Tenant acknowledges that he has inspected the Premises and he agrees that the Premises and any common areas used in connection with them are in safe, fit and habitable condition and where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances furnished with the Premises are in a good and proper working order. The Tenant also acknowledges that no representation as to the condition or state of repair of the Premises has been made.



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Ground Lease Agreement with the State of North Carolina for construction of a radio tower on City property at 2805 East 2nd Street

Explanation: The Police and Fire-Rescue Departments began using the North Carolina Highway Patrol's VIPER radio system in 2009. The Highway Patrol desires to relocate one of the VIPER system transmitting towers to City property located at 2805 East 2nd Street near the Greenwood Cemetery. This property is part of an old landfill site. The property has not been used by the City for years. Due to its location and prior use as a landfill, the City has no plans to use the property in the future. To insure that the Police and Fire-Rescue Departments continue to have good radio reception, it would be advantageous for the City to have the new VIPER tower at this location.

Attached is a proposed Ground Lease Agreement that grants the State use of the property to construct and maintain a tower and equipment building for a period of 20 years. The final form of the Ground Lease Agreement has not yet been agreed upon. The City Attorney and City Manager are continuing to work with the State on the final form of the Ground Lease Agreement.

The Ground Lease Agreement provides that all costs associated with construction of the tower and equipment building will be the responsibility of the State of North Carolina.

The Ground Lease Agreement provides that if the City desires to place any communication equipment on the tower in the future, there will be no charge to the City. Any such installation, however, must result in no degradation of the State's radio system signal.

Fiscal Note: Rent for the site will be \$1.00.

Recommendation: Approve the City leasing property to the State of North Carolina for the

construction of a radio tower and equipment building for a twenty (20) year period in accordance with a lease agreement in substantially the form of the attached Ground Lease Agreement.

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

Attachments / click to download

 [Lease Agreement](#)

STATE OF NORTH CAROLINA
COUNTY OF PITT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between the **CITY OF GREENVILLE**, a North Carolina municipal corporation, hereinafter referred to as LESSOR; and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as LESSEE (Lessor and Lessee each individually referred to herein as a "Party" and collectively referred to herein as the "Parties");

WITNESSETH:

THAT WHEREAS, the North Carolina Department of Crime Control and Public Safety, Division of the State Highway Patrol, has requested and approved the execution of this instrument for the purposes herein specified; and,

WHEREAS, the execution of this Lease for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 2nd day of March, 2010; and,

WHEREAS, the Parties hereto have mutually agreed to the terms of this Lease as hereinafter set out.

NOW THEREFORE, in consideration of the Premises, as defined herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, the Premises with all rights, privileges and appurtenances thereto belonging, lying and being in the City of Greenville, Pitt County, North Carolina, and being more particularly described herein.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. **Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor a parcel of land containing 0.08 acres, more or less, having a physical street address of 2805 East 2nd Street, Greenville, Pitt County, North Carolina (the "Premises").
2. **Term.** The term of this Lease shall be for a period of twenty (20) years, commencing on the 1st day of April, 2010 and terminating on the 31st day of March, 2030 (the "Term").
3. **Rent.** Lessee shall pay to Lessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.
4. **Equipment / Use / Fixtures.** Lessee shall use the Site for the purpose of constructing and installing a 340' self-supported communications tower (the "Tower") and an equipment building (the "Building") and for the purpose of installing, operating,

maintaining, repairing, replacing and removing, intellirepeaters, microwave dishes, batteries, chargers, UPS, generator transfer switch(s), antennas, transmission lines, waveguides, cables, wires, receivers and generator(s) (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment"). Lessee intends to primarily use the Communications Equipment to support its Voice Interoperability Plan for Emergency Responders ("VIPER"), strategic communications system. Lessor agrees that the Tower, the Building, the Communications Equipment and any other items belonging to Lessee on the Premises, shall remain the property of Lessee and shall not be, become, or be deemed by Lessor to be fixtures upon the Premises.

5. **Utilities / Maintenance.** Lessee shall be responsible for the maintenance and operation of the Tower, the Building and the Communications Equipment, including, but not limited to all utility charges attributable to Lessee's use of the Premises. Lessee shall repair at its own expense damage to the Premises, the Tower, the Building or the Communications Equipment, which is the result of Lessee's use of the Premises except if such cost arises out of the negligent or wrongful acts or omissions of Lessor, its contractors or agents.

6. **Access.** Lessor grants to Lessee free and unrestricted ingress and egress to the Premises during the Term for the purpose of installing, maintaining, operating, repairing, replacing, upgrading and removing the Tower, the Building and the Communications Equipment. Lessor shall provide Lessee with legal and practical means of ingress and egress to the Premises and shall be responsible for the repair and maintenance of said means of ingress and egress. Lessor's grant of ingress and egress shall not be interpreted as a guarantee of Lessee's ability to access the Premises when weather conditions, road conditions and other elements outside of Lessor's control might affect Lessee's ability to access the Premises.

7. **Insurance & Liability.**

(a) Lessor agrees that Lessee's decision to self insure satisfies all insurance requirements of this Lease applicable to Lessee.

(b) As between Lessor and Lessee, Lessee, subject to the terms of this Lease, will be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which the Lessee may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act, and accordingly, Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

(c) Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this Lease, provided that Lessor could reasonably have complied with said requirement.

8. **Governmental Approvals & Compliance.** During the Term, Lessee shall comply with all applicable local, State and Federal laws and regulations applicable to the Premises. Lessee shall obtain any necessary State or Federal licenses or authorizations required for the installation and construction of the Tower, the Building or the Communications Equipment and shall comply with government regulations applicable to its operations, including those of the Federal Aviation Administration (“FAA”) and the Federal Communications Commission (“FCC”).

9. **Interference.** The Communications Equipment and any other equipment used by Lessee or Lessor on the Tower or in the Building shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices. Lessee shall be responsible for its Communications Equipment and use.

10. **Condition of Tower.** Lessee has the right and responsibility to repair and maintain the Tower. Subject to other provisions contained in this Lease, Lessee, at its sole cost, except if such cost arises out of a negligent or wrongful acts or omissions of Lessor, its contractors or agents, shall maintain and repair the Tower, such that Lessee may utilize the Premises for the purposes and to the extent herein permitted, including, without limitation, the Tower lighting system and markings and the structural integrity of the Tower. Installation, maintenance and repair of the Tower must comply with all local, State and Federal, ordinances, rules and regulations, applied in a manner consistent with standard industry practices. Such duties include, without limitation, but subject to the other provisions contained in this Lease, the maintenance of appropriate records and notifications to the FAA of any failure on Lessee’s part and repairs and correction of the same. Subject to the terms of this Paragraph, Lessee assumes all responsibility for any fines, levies and /or other penalties imposed as a result of non-compliance with said requirements of said authorities.

11. **Lessor’s Right to Sublease Tower and Building Space.** Subject to the conditions set forth herein, Lessor reserves the right, without charge, to sublease space on the Tower and in the Building from Lessee for the purpose of installing, operating, maintaining, repairing, replacing and removing antennas, microwave dishes, transmission lines, cables, wires, receivers, generator(s), transmitter(s), transfer switch(es) and accessories necessary to broadcast radio waves (all such equipment whether located in the Building or on the Tower being collectively referred to herein as “Lessor’s Communications Equipment”).

12. **Conditions Precedent to the Sublease of Tower and Building Space.** The Parties agree that Lessor’s reserved right to sublease space on the Tower and in the Building for Lessor’s Communications Equipment is conditioned upon (i) the prior receipt of all approvals for any such sublease as may be required by applicable law and (ii) the execution of a sublease agreement mutually agreed to by the Parties in a form substantially similar to the Sublease Agreement attached hereto and incorporated herein as **Exhibit A**.

13. **Security.** Lessor agrees and acknowledges that the Tower and the Building will be secured by a locked fenced.

14. **Taxes.** If applicable, Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to its interest in the Tower, the Building or the Communications Equipment.

15. **Right to Terminate.** Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days notice to Lessor, if:

- (a) Any governmental agency denies a request by Lessee for or revokes a permit, license or approval, which is required for Lessee to install or operate the Tower, the Building or the Communications Equipment on the Premises; or
- (b) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; or
- (c) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or
- (d) The Premises are damaged or destroyed to an extent, which prohibits or materially interferes with Lessee's use of the Premises; or
- (e) Lessee determines, in its sole discretion, that the Premises is no longer needed.

16. **Termination.** Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. It is understood and agreed that Lessee shall remove from the Premises: (i) the Tower; (ii) the Building and (iii) the Communications Equipment and any other items belonging to Lessee upon termination of this Lease or as soon thereafter as reasonably practical, unless otherwise agreed to by Lessor and Lessee. Lessee hereby agrees to repair to the reasonable satisfaction of Lessor any portion of the Premises damaged by the removal of the Tower, the Building or the Communications Equipment.

17. **Title & Quiet Possession.** Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and throughout the Term.

18. **Holdover**. Any hold over after the expiration of the Term, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

19. **Environmental Laws**. Lessee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. As between Lessor and Lessee, Lessee, subject to the terms of this Lease and to the extent permitted by the Tort Claims Act, will be primarily liable for the existence or discovery of any hazardous substance on the Premises or for the migration of any hazardous substance to other properties or for the release of any hazardous substance into the environment in violation of applicable environmental laws, arising solely from Lessee's use of the Premises. Notwithstanding the foregoing, Lessee shall not be liable for any investigation, cleanup, remediation, removal or restoration related to the violation of any environmental law or the release of any hazardous substance on or about the Premises caused by or within the control of Lessor.

20. **Availability of Funds**. Lessor and Lessee agree and understand that the continuation of this Lease for the Term, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. Lessor and Lessee also agree that in the event the agency of Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local operations that available funding for the payment of rents are insufficient to continue the operation of its local operations on the Premises, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee for the payment of rent or for any other matter unless specified in this Lease.

21. **Assignment and Subletting**. Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee, in its reasonable discretion, shall have the right to sublet the Premises in whole or in part.

22. **Prohibition on Gifts**. North Carolina General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

23. **Modification**. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

24. **Binding Effect**. Subject to the provisions herein, this Lease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.

25. **Applicable Law.** This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

26. **Effect of Waiver.** The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Lease shall not be construed as a waiver of the same in any other instance.

27. **Complete Agreement.** This Lease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

28. **Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

29. **Construction.** No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

30. **Interpretation.** The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

31. **Terms.** Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

32. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

33. **Memorandum of Lease for Recording.** At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set

forth the Parties, provide a description of the Site, specify the Term and incorporate this Lease by reference.

34. **Notices.** All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: City of Greenville
Attn: City Manager
Post Office Box 7207
Greenville, North Carolina 27835-7207

to Lessee: North Carolina Department of Crime Control and Public Safety
Attn: Lease Coordinator
4701 Mail Service Center
Raleigh, North Carolina 27699-4701

with copy to: State Property Office
Attn: Space Planning and Leasing Manager
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

IN TESTIMONY WHEREOF, this Lease has been executed by the Parties, in duplicate originals, as of the last date set forth in the notary acknowledgements below.

LESSOR:

CITY OF GREENVILLE

By: _____

Print Name: _____

Title: City Manager

ATTEST:

City Clerk

(Seal)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the City of Greenville and that by authority duly given and as an act of City of Greenville, the foregoing instrument was signed by _____, its City Manager, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 2010.

Notary Public

Print Name: _____

My Commission Expires: _____

LESSEE:

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

By: _____
Secretary of State

APPROVED AS TO FORM:
ROY COOPER, Attorney General

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for the County of _____ and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by BEVERLY E. PERDUE, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 2010.

Notary Public
Print Name: _____

My Commission Expires: _____

EXHIBIT A

STATE OF NORTH CAROLINA

SUBLEASE AGREEMENT

COUNTY OF PITT

THIS SUBLEASE AGREEMENT (“Sublease”) made and entered into as of the last date set forth in the notary acknowledgements below, by and between, the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as **SUBLESSOR**, and the **CITY OF GREENVILLE**, a North Carolina municipal corporation, hereinafter referred to as **SUBLESSEE** (Sublessor and Sublessee each individually referred to herein as a “Party” and collectively referred to herein as the “Parties”);;

WITNESSETH:

THAT WHEREAS, Sublessor leased from Sublessee that certain parcel of land containing Lessor a parcel of land containing 0.08 acres, more or less, having a physical street address of 2805 East 2nd Street, Greenville, Pitt County, North Carolina (the “Site”) in accordance with the terms of that certain Ground Lease Agreement dated _____, 2010 (the “Ground Lease”); and,

WHEREAS, Sublessor, subject to the terms and conditions set forth herein, now desires to sublet the Premises, as defined herein, to Sublessee; and,

WHEREAS, the North Carolina Department of Crime Control and Public Safety, Division of the State Highway Patrol, has requested and approved the execution of this instrument for the purposes herein specified; and,

WHEREAS, the execution of this Sublease for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the _____ day of _____, 20____; and,

WHEREAS, the Parties hereto have mutually agreed to the terms of this Sublease as hereinafter set out.

NOW THEREFORE, in consideration of the Ground Lease, the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Sublessor does hereby let and lease unto Sublessee and Sublessee hereby takes and leases from Sublessor for and during the period of time and subject to the terms and conditions hereinafter the Premises located in the City of Greenville, Pitt County, North Carolina, and being more particularly described herein.

1. **Premises.** Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor non-exclusive space (the "Tower Space") on that certain 340' self-supported communications tower (the "Tower") constructed by Sublessor on the Site and non-exclusive space within an equipment building (the "Building") constructed by Sublessor on the Site. The exact location of the Tower Space on the Tower and the space within the Building in which Sublessee may locate its Communications Equipment, as defined herein, shall be designated by Sublessor in its reasonable discretion. The Tower Space, the space in the Building allocated for Sublessee's Communications Equipment and Sublessee's right of access to the Site, as set forth below, are hereinafter collectively referred to as the "Premises."
2. **Ground Lease Term.** Pursuant to the Ground Lease, Sublessor leased the Site from Sublessee for a term of twenty (20) years, commencing on the 1st day of April, 2010 and terminating on the 31st day of March, 2030 ("Ground Lease Term").
3. **Term.** The term of this Sublease shall be for a period of _____ () years, _____ () months, commencing on the 1st day of _____, 20__ and terminating on the 31st day of March, 2030 (the "Term"). Upon the expiration of the Ground Lease Term or the earlier termination of the Ground Lease, this Sublease shall automatically terminate, subject to the terms and conditions set forth herein.
4. **Rent.** Sublessee shall pay to Sublessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.
5. **Condition of Premises.** Sublessor represents, subject to the terms of this Sublease, that the Premises are suitable for the uses described in Paragraph 7 below.
6. **Convenant of Quiet Enjoyment.** Sublessor warrants that Sublessee, upon paying the rent and performing its obligations hereunder, subject to the terms and conditions set forth herein, shall peacefully and quietly hold and enjoy the Premises for the Term without any hindrance, molestation or ejection by Sublessor, its successors or assigns.
7. **Use and Equipment.** Sublessee shall use the Premises for the purpose of installing, operating, maintaining, repairing, replacing and removing antennas, microwave dishes, transmission lines, cables, wires, receivers, generator(s), transmitter(s), transfer switch(es) and accessories necessary to broadcast radio waves (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment") and for no other purpose without the prior written consent of Sublessor. Sublessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose, nor for any purpose or in any manner which is in violation of any present or future Federal, State or local governmental laws or regulations, or which will constitute a public or private nuisance, nor for any business, use, or purpose deemed disreputable or extra hazardous. Sublessee shall not drill, cut, saw, burn, add to or remove any part of the Tower without the prior written consent of Sublessor. Sublessee agrees that the use and operation of any Communications Equipment installed on the Premises shall be consistent with the quiet use, enjoyment,

and occupancy of Sublessor. In order to maintain security at the Premises, Sublessee's personnel desiring access to the Premises shall obtain prior approval from Sublessor. Sublessor agrees that the Communications Equipment and any other items belonging to Sublessee on the Premises, shall remain the property of Sublessee and shall not be, become, or be deemed by Sublessor to be fixtures upon the Premises.

8. **Fixtures**. Sublessor hereby acknowledges and agrees that the Communications Equipment and any other items belonging to Sublessee on the Premises, shall remain the property of Sublessee and shall not be, become or be deemed by Sublessor to be fixtures upon the Premises.

9. **Conditions Precedent to Installation or Modification**. Notwithstanding anything to the contrary herein, the Parties agree that Sublessee's right to install its Communications Equipment or to make any modifications to its Communications Equipment at the Premises shall not commence until Sublessee, at its sole cost and expense, completes the following: (i) Tenth order inter-modulation study; (ii) update of the most recent Tower loading analysis; (iii) provision for commercial electric service and emergency power to operate its Communications Equipment; and (iv) receipt of all required permits (if any) for the installation of, or modification to, its Communications Equipment and all required regulatory or governmental approvals of Sublessee's proposed use of the Premises. Sublessor shall have the right to review said inter-modulation study, Tower loading analysis and governmental permits to determine if Sublessee's Communications Equipment will cause a degradation in Sublessor's Voice Interoperability Plan for Emergency Responders ("VIPER") strategic communications system or adversely affect the physical and structural capacity of the Tower. After reviewing said inter-modulation study, Tower loading analysis and governmental permits, if Sublessor determines in its sole discretion that the installation of, or modification to, Sublessee's Communications Equipment will result in a degradation of the VIPER system or adversely affect the physical and structural capacity of the Tower, Sublessee shall, at its sole cost and to the satisfaction of Sublessor, make any modifications, upgrades or improvements to its Communications Equipment necessary to prevent any disruption to the VIPER system or any impairment to the structural integrity of the Tower.

10. **Governmental Approvals and Compliance**. Sublessor agrees that the Tower and its operations shall meet applicable rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), as well as all applicable State codes and regulations. Sublessee, at its sole cost and expense, shall obtain any necessary governmental licenses or authorizations required for installation, repair, alteration, improvement, or expansion of its Communications Equipment and shall comply with government regulations applicable to its operations, including those of the FCC and FAA.

11. **Sublessor's and Sublessee's Rights in the Event of Interference**. The Communications Equipment shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good

engineering practices. Sublessee confirms to Sublessor that the installation and use of the Communications Equipment will not interfere with the operation of any other equipment on the Tower. In the event the Communications Equipment causes interference with other equipment on the Tower, Sublessee shall proceed immediately to correct and eliminate the interference. Sublessee shall cease operation of the Communications Equipment until the cause of such interference is removed. Should interference reasonably objectionable to Sublessee be caused by Sublessor's equipment, Sublessor shall cooperate with Sublessee to eliminate such interference. Sublessee expressly agrees to pay for such equipment as may be necessary to prevent its interference with any radio transmissions by Sublessor, and will also be responsible for purchasing any equipment to correct any interference that Sublessor's equipment may cause in Sublessee's use and operation of its Communications Equipment. If interference caused by the Communications Equipment is not corrected and eliminated within thirty (30) days after Sublessee is notified of the interference, then Sublessor may terminate this Sublease forthwith without liability to Sublessee.

12. **Repair and Maintenance.** Sublessor shall, at all times during the Term, at its own expense, put and maintain in thorough repair and in good and safe condition the Tower, the Building and the Site, whether such maintenance is necessitated by wear, tear, obsolescence, government regulation, or defects, latent or otherwise. Sublessee shall, at all times during the Term, at its own expense, maintain its Communications Equipment.

13. **Utilities and Other Services.** Sublessor shall permit Sublessee access to its electric power source so that Sublessee may obtain all electrical energy required to operate the Communications Equipment. Separate meters to measure electrical usage shall be installed and Sublessee agrees to pay for all electricity used within thirty (30) days of receipt of invoice. (PROVISION FOR UTILITIES TO BE DETERMINED BY MUTUAL CONSENT OF THE PARTIES PRIOR TO EXECUTION OF THIS SUBLEASE)

14. **Sublessor's Right of Access.** Sublessor or its agents shall have the right to enter the Premises at all times in order to examine it, or to make such alterations, repairs, improvements, or additions to the Premises as Sublessor may deem necessary or desirable, and Sublessor shall be allowed to take any and all materials into, on and through the Premises as may be required therefore without the same constituting an eviction of Sublessee in whole or in part, or a breach of this Sublease.

15. **Sublessee's Right of Access.** Sublessee, with Sublessor's prior approval, shall have the right of access to the Premises throughout the Term for the purposes of installing, inspecting, maintaining, operating, repairing, and removing the Communications Equipment. Provided, however, Sublessee's agents and employees shall not disturb or interfere with Sublessor's operations during such time as they are on the Premises.

16. **Sublessor's Right to Terminate.** In the event that Sublessor should elect, pursuant to the Ground Lease, to abandon its use of the Tower and the Building, this

Sublease shall terminate without liability to Sublessor. Sublessor shall give Sublessee not less than thirty (30) days written notice of its intent to abandon the Tower and the Building. Upon such abandonment and termination, Sublessee shall have the option to remain in possession of the Premises, provided that Sublessee shall assume and be responsible for all costs associated with the operation and maintenance of the Tower, the Building and the Site.

17. **Surrender Upon Termination of Sublease.** Upon termination of this Sublease, Sublessee shall surrender the Premises in as good condition as they were at the beginning of the Term, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Sublessee had no control or for which Sublessor is responsible pursuant to this Sublease, excepted. It is understood and agreed that Sublessee shall have the right to remove from the Premises, at Sublessee's own expense and without damage or injury to the Tower, the Building or any other property of Sublessor, the Communications Equipment and all items of personal property, trade fixtures, and other items belonging to Sublessee used in connection with Sublessee's operations on the Premises.

18. **Fire or Other Casualty Loss.**

a. If the Premises is totally or partially destroyed by wind, explosion, fire, or casualty of any kind, either Sublessor or Sublessee shall have the option of terminating this Sublease or any renewal thereof, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if this Sublease be so terminated, any rent payable hereunder shall cease as of the date of such destruction.

b. If the Premises should be partially damaged by wind, explosion, fire, or casualty (or if totally and completely destroyed) and neither Party elects to terminate this Sublease within the provisions of subparagraph (a) above, then in either event, Sublessor agrees, at Sublessor's sole cost and expense, to restore the Tower and the Building, as may be applicable, to a condition substantially similar to that immediately prior to such destruction or damage. Sublessor shall not be liable for any interruption of Sublessee's operations occasioned by electrical interference, wind, explosion, fire or other cause or casualty of any kind.

c. If Sublessor undertakes to restore, rebuild, or repair the Tower and the Building in accord with the provisions of subparagraph (b) above, and such restoration, rebuilding or repair is not accomplished within one hundred eighty (180) days from the date of the casualty, Sublessee shall have the right to immediately terminate this Sublease by written notice to Sublessor.

19. **Insurance.** During the Term, Sublessee and any permitted subtenant or assignee of Sublessee shall obtain the following insurance coverage: (i) statutory workers' compensation including \$500,000 employers' liability; (ii) comprehensive general liability including personal injury, broad form property damage, independent contractor, XCU and products/completed operations with limits not less than \$2,000,000 per occurrence; (iii) automobile liability with limits not less than \$1,000,000 per occurrence;

and (iv) fire and extended coverage insurance on all of Sublessee's improvements at the Premises including all of Sublessee's Communications Equipment and other personal property at the Premises. Promptly upon the writing of such policy or policies and prior to the expiration of the term of each such policy, certificate(s) of insurance shall be delivered to Sublessor. All such policies maintained by Sublessee shall be purchased only from insurers who are licensed to do business in the State of North Carolina, comply with the requirements thereof and who carry A.M. Best Company rating of ("A-IX" or "A+") and will provide that they may not be terminated nor coverage reduced except after thirty (30) days' prior written notice to Sublessor. Sublessee agrees to increase its insurance coverage as is equivalent to the then prevailing requirements in the relevant industry and community for the Premises and uses which are the subject of this Lease. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent the Sublessor in any and all litigation. The insurance requirements in this paragraph shall not be construed to limit or otherwise affect the liability of Sublessee.

20. **Indemnification of Sublessor.** Sublessee agrees to indemnify and save harmless Sublessor from and against any and all loss, damage, claim, demand, liability, or expense including reasonable attorney fees by reason of damage to person or property of Sublessor or its officers, agents, employees, guests, invitees, or any other person in or near the Premises, which may arise or be claimed to have arisen as a result of the occupancy or use of the Premises by Sublessee, except where such loss or damage arises from the willful or negligent misconduct of Sublessor, its agents or employees. Further, Sublessee specifically agrees to indemnify and hold harmless Sublessor from and against any and all loss, damage, claims, demand, liability, or expense, including reasonable attorney fees, by reason of damage to any person or property arising out of the installation, operation, repair, maintenance, inspection, or removal by Sublessee, its agents or employees of its Communications Equipment from the Premises. Sublessee shall further indemnify Sublessor against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable attorney fees arising out of its breach, violation, or default of any of the covenants or provisions of this Sublease.

21. **Environmental Laws.** Sublessee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. Sublessee will be liable for the existence or discovery of any hazardous substance on the Premises or for the migration of any hazardous substance to other properties or for the release of any hazardous substance into the environment in violation of applicable environmental laws, arising solely from Sublessee's use of the Premises. Sublessee shall be responsible for, and promptly conduct any investigation and remediation as required by any environmental law or common law, of all spills or other release of hazardous substances, that may occur as result of Sublessee's use of the Premises. Sublessee agrees, to indemnify Sublessor and hold Sublessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without

limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Sublessor with respect to, or as a direct or indirect result of the violation of any environmental laws applicable to the Premises, caused by or within the control of Sublessee. Sublessee's indemnification of Sublessor specifically includes cost incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority.

22. **Right to Assign and Sublease.** Sublessee shall not assign this Sublease or sublet the Premises or any part thereof without the prior written consent of Sublessor. However, Sublessor agrees that it will not unreasonably withhold or delay its consent to any such assignment or subletting.

23. **Prohibition on Gifts.** North Carolina General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of Sublessor of any gift from anyone with a contract with Sublessor, or from any person seeking to do business with Sublessor. By execution of this Sublease, Sublessee attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

24. **Modification.** No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

25. **Binding Effect.** Subject to the provisions herein, this Sublease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.

26. **Applicable Law.** This Sublease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

27. **Effect of Waiver.** The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Sublease shall not be construed as a waiver of the same in any other instance.

28. **Complete Agreement.** This Sublease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

29. **Severability.** In case any one or more of the provisions contained in this Sublease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Sublease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. **Construction.** No provision of this Sublease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

31. **Interpretation.** The use of headings, captions and numbers in this Sublease is solely for the convenience of identifying and indexing the various provisions in this Sublease and shall in no event be considered otherwise in construing or interpreting any provision in this Sublease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

32. **Terms.** Capitalized terms used in this Sublease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

33. **Counterparts.** This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

34. **Memorandum of Sublease for Recording.** At the request of either Party, Sublessor and Sublessee shall execute a memorandum of this Sublease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Sublease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Sublease by reference.

35. **Notices.** All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Sublessor: North Carolina Department of Crime Control and Public Safety
Division of Highway Patrol
Attn: Lease Coordinator
4701 Mail Service Center
Raleigh, North Carolina 27699-4701

with copy to: State Property Office
Attn: Space Planning and Leasing Manager
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

to Sublessee: City of Greenville
Attn: City Manager
PO Box 7207
Greenville, North Carolina 27835-7207

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

EXHIBIT

IN TESTIMONY WHEREOF, this Sublease has been executed by the Parties, in duplicate originals, as of the last date set forth in the notary acknowledgements below.

SUBLESSEE:

CITY OF GREENVILLE

By: _____

Print Name: _____

Title: City Manager

ATTEST:

(Seal)

City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the City of Greenville and that by authority duly given and as an act of City of Greenville, the foregoing instrument was signed by _____, its City Manager, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 20_____.

Notary Public

Print Name: _____

My Commission Expires: _____

SUBLESSOR:

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

By: _____
Secretary of State

APPROVED AS TO FORM:

ROY COOPER, Attorney General

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for the County of _____ and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by BEVERLY E. PERDUE, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 20 ____.

Notary Public
Print Name: _____

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Bid award for the purchase of two ambulances

Explanation: A formal bid process was completed with recommendation to purchase two Wheeled Coach brand ambulances from Select Custom Apparatus. Select Custom Apparatus met or exceeded all specifications of the bid package and submitted the low bid. Attached is a copy of the bid tabulation provided by Angelene Brinkley, Purchasing Agent, and a letter of recommendation from Lt. Charles Tripp who headed the Fire/Rescue Department purchase committee.

Fiscal Note: Funding for the purchase will come from two sources. One ambulance is a scheduled replacement and will be funded from the Vehicle Replacement Fund (\$226,000.) The other ambulance is an addition to fleet due to the addition of the fifth full-time EMS unit that was put into service in January 2010 and is funded through the General Fund Capital Reserve (\$250,000.) Radios for both units will result in the need for an additional \$6,765.16 for a total cost of \$177,000.16 per ambulance.

Recommendation: Award of the bid for two ambulances to Select Custom Apparatus in the adjusted amount of \$170,235 each.

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

Attachments / click to download

[Bid Tabulation Two Type III Ambulances 861810](#)

[EMS Committee Recommendations 863329](#)

April 02, 2010

Chief Harris,

First let me take this opportunity to thank you for allowing me to be a part of the EMS unit specification committee. As with our last units specifications, the committee was faced with many challenges that required due diligence to assure a quality ambulances will be constructed for fire/rescue. The committee also maintains a situational awareness of the economic status of our community and the cities financial constraints.

The EMS unit committee, which was comprised of FR-II Ricky Ellis, EMS Specialist Jay Morris and EMS Specialist Lester Layton equated to over a total 50 years of experience with our fire rescue department. The experience of the committee members and the support and guidance from Fleet Director, Brett Keese, and Purchasing Manager, Angelene Brinkley allowed the committee to prepare a complete and valid set of specifications.

On March 25th Southeastern Specialty Vehicles, who represents Road Rescue Ambulance and Select Custom Apparatus, who represents Wheel Coach Ambulance provided complete bid packages for two ambulances based upon the committee specifications. On April 1st the committee members and Brett met to review both bid packages and assure that the vendors had either met or exceeded specifications. After a thorough review of the vendors bid package, the committee unanimously recommends the bid be awarded to Select Custom Apparatus and Wheel Coach Ambulance. Select Custom Apparatus provided low bid and either met or exceeded specifications provided by the committee. Select Custom Apparatus was contacted during specification review by the EMS committee to clarify a few questions that were posed during meeting which is appropriate to do so with low bidder. Attached is the items discussed with Rick Chiavichien, Sales Rep for Select Custom Apparatus who provided needed information.

Please feel free to contact me if I can provide you with any further information that may be needed. It has been a pleasure to work with the committee members, Brett and Angelene on this project and provide the department with multiple units that are designed with the safety and comfort for fire/rescue personnel and the citizens.

Charles Tripp, Lt
EMS Unit Committee Chair

ct

EMS Committee Specification Review

April 01, 2010

COMMITTEE QUESTIONS FOR SELECT CUSTOM APPARATUS

1. **Alcoa Wheels Cost Difference and Michelin Tires vs. steel wheels and Phoenix Chrome simulators.**

Wheel Coach	\$3700.00/unit	Total \$ 7400.00 Savings
2. Stainless steel stretcher plates Can install:	COST \$129.00/unit	Total \$ 258.00
3. Remove the "A" bar from bench seat	Cost will be deducted from total	
4. The Stat Trac (86") cot mount is	COST \$806.00/unit	Total \$ 1612.00
5. Lamination Warranty not checked on pg. 72	Send warranty	

<u>Total Cost per unit:</u>		\$ 173,000.00
	Savings for wheels and tires:	- 3,700.00
	Addition for STAT-TRAC system	+ 806.00
	Addition for Stretcher plates:	+ <u>129.00</u>
Total after changes:		\$ 170,235.00



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Ordinance amending the Manual of Fees related to the cemetery monument permit fee

Explanation: The City of Greenville Manual of Fees includes a charge, under the Public Works Cemetery Fees section, for a monument permit fee of \$40. This fee is charged when any person requests to install a headstone, foot marker, or family monument in any of the City's Cemeteries. The City Manager received the attached request to exempt veteran markers from this fee.

Staff recommendation is to amend the language in the Manual of Fees cemetery markers section to indicate that a permit for a government-issued veteran's flush-mounted foot marker is required, but the fee will be waived. Typically, these markers are installed in addition to a family headstone. This change in the Manual of Fees would eliminate the second permit fee, as these veteran foot markers are rarely installed at the same time as the headstones. Individuals requesting a permit to install a government-issued veteran's headstone would still be charged the \$40 permit fee.

The change to the City of Greenville Manual of Fees for the cemetery monument fee will be effective upon approval by the City Council.

Fiscal Note: The average number of government-issued veteran foot marker permit requests per year is five (5). Therefore, revenue from cemetery monument permit fees would be reduced by approximately \$200 per year.

Recommendation: Approve the attached ordinance amending the City of Greenville Manual of Fees to waive the charge for a government-issued veteran's foot marker.

Attachments / click to download

 [Letter from Wilkerson's Funeral Home](#)

 [Amending the Manual of Fees Cemetary Monument Fee 866537](#)

ORDINANCE NO. 10-

AN ORDINANCE AMENDING THE MANUAL OF FEES RELATING TO
THE CEMETERY MONUMENT PERMIT FEE

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

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

<u>Account Number</u>	<u>Code</u>	<u>Service</u>	<u>Fee</u>
010-0000-340-06-00	C2	Monument Permit	\$40.00
			No fee for a government- issued veteran's foot marker

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

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

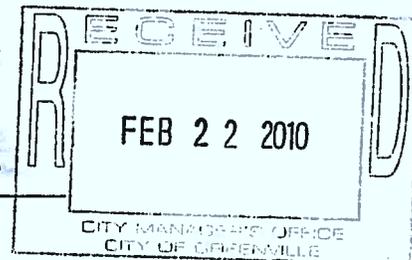
Section 4. This ordinance shall become effective immediately upon its adoption.

This the 10th day of May, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Patricia A. Sugg, Interim City Clerk



February 19, 2010

S.G. Wilkerson and Sons
Pinewood Memorial Park • Pinewood Mausoleum

Mr. Wayne Bowers, City Manager
City of Greenville
Post Office Box 7207
Greenville, North Carolina 27835-7207

Mr. Bowers,

I trust this letter finds you well. On the onset let me say thank you for your continued perseverance in making Greenville one of the finest communities in eastern North Carolina. I am sure the position you hold comes with enormous responsibilities that most cannot imagine.

Mr. Bowers, I am writing this request on behalf of families of deceased veterans who will be interred in any of Greenville's city cemeteries. My name is Rickey Abbott. I manage and oversee the ordering and receiving of veteran's markers and their installation for Wilkerson Funeral Home. As you may know, the city requires a permit fee of \$40.00 for markers and monuments to be installed within their cemeteries. This permit fee has now been waived by the city of Bethel who has their fee set at \$50.00 for all markers and monuments other than veteran's markers.

I am not a veteran, however I think if the city of Greenville could find it possible to waive this installation fee for all veteran markers that are installed flush with the ground within city cemeteries, and it would have great value to the families of the veterans who are leaving us at an overwhelming rate. A value that these families will cherish knowing that city of Greenville has done this for their loved one. It maybe that someone has already made a request to have the fee waived. I don't know. It may also be that no one has ever thought about doing so.

Please consider this request. I am not a lone voice; however I may be the only voice for families Black, White or Latino who is asking in a humble voice to please consider exempting veteran markers from this fee.

Thank you so much for taking time out of your busy day to read this letter.

Sincerely,

R. L. Abbott
S. G. Wilkerson & Sons Funeral Home

Item # 5



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Ordinance establishing speed limits for State Road 1203 (Allen Road) and State Road 1202 (MacGregor Downs Road) to concur with North Carolina Department of Transportation ordinances

Explanation: Attached for consideration is an ordinance establishing speed limits for SR 1203 (Allen Road) and SR 1202 (MacGregor Downs Road) in the City to concur with the North Carolina Department of Transportation's ordinances for the identified roads. The City must adopt the attached corresponding ordinance to be consistent with the changes made by NCDOT. The following are the locations that will be affected:

Speed Limit

<u>Route</u>	<u>Description</u>
SR 1203(Allen Road)	50 mph speed limit from SR 1467 (Stantonsburg Road) to SR 1202 (MacGregor Downs Road)
SR 1202 (MacGregor Downs Road)	50 mph speed limit from SR 1204 (B's Barbeque Road) to Arlington Boulevard

Fiscal Note: There are no direct costs associated with this request.

Recommendation: Adopt the attached ordinance establishing speed limits for SR 1203 (Allen Road) and SR 1202 (MacGregor Downs Road) in the City to concur with NC Department of Transportation ordinances.

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

Attachments / click to download

 [Speed Limit Ordinance 1061299](#)

 [Speed Limit Ordinance 1061300](#)

 [Declaring Ordinance for Speed Limits on State Roads 865021](#)

ORDINANCE NO. 10-
AN ORDINANCE DECLARING THE SPEED LIMITS
ON STATE-MAINTAINED ROADS

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

Section 1: A City speed limit of 50 miles per hour on the following is hereby
established:

<u>Route</u>	<u>Description</u>
Allen Road (SR 1203)	From SR 1467 (Stantonsburg Road) to SR 1202 (MacGregor Downs Road)
MacGregor Downs Road (SR 1202)	From SR 1204 (B's Barbeque Road) to Arlington Boulevard

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 10th day of May, 2010.

Patricia C. Dunn, Mayor

Patricia A. Sugg, Interim City Clerk

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1061299

Division: 2 **County:** PITT **Municipality:** GREENVILLE

Type: Municipal Speed Zones

Road: SR 1202 **Car:** 50 **MPH** **Truck:** 50 **MPH**

Description: From SR 1204 to Arlington Boulevard.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance/Resolution Number: _____

In witness whereof, I have hereunto set my

hand and the municipal seal this _____ day _____ (municipal seal)

of _____, 20_____.

(signature)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1061300

Division: 2 **County:** PITT **Municipality:** GREENVILLE

Type: Municipal Speed Zones

Road: SR 1203 **Car:** 50 **MPH** **Truck:** 50 **MPH**

Description: From SR 1467 to SR 1202.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20_____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance/Resolution Number: _____

In witness whereof, I have hereunto set my

hand and the municipal seal this _____ day (municipal seal)

of _____, 20_____.

(signature)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Municipal Agreement with the North Carolina Department of Transportation to maintain the landscape enhancement on Firetower Road

Explanation: The North Carolina Department of Transportation (NCDOT) has committed to a landscape beautification project for the Firetower Road median and select back slopes to be installed in late spring or early summer 2010.

NCDOT requires the City of Greenville to enter into a municipal agreement accepting maintenance of the installed landscaping and turf within the project limits.

The NCDOT will maintain the new landscape, including trees, shrubs, groundcover, and perennials, for one year to ensure the landscape is established. At the end of one year, the landscape maintenance will become the responsibility of the City of Greenville.

The proposed beautification project areas are the median and selected back slopes of the Firetower Road construction project. The beautification project will enhance this roadway and the image of Greenville.

Fiscal Note: NCDOT funds this project and will maintain the plantings for a one-year establishment period. The City has no cost share.

The maintenance cost of mowing is incorporated into the existing Public Works Department Buildings and Grounds Division budget. There will be long-term additional costs associated with plant replacement, weed control, and mulching. This will be included in future budgets.

Recommendation: Approve the attached Municipal Agreement with NCDOT for the maintenance of the Firetower Road landscape enhancement project.

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

Attachments / click to download

 [Landscape Agreement](#)

NORTH CAROLINA

LANDSCAPE AGREEMENT

PITT COUNTY

DATE: Revised 3/15/2010

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP U-3613

AND

WBS Elements: 34961.3.3

CITY OF GREENVILLE

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

WITNESSETH:

WHEREAS, the Municipality has requested the Department to include certain landscape plantings in conjunction with Project U-3613, in Pitt County; and,

WHEREAS, the Department and the Municipality have also agreed to the maintenance responsibilities for the plantings of said parties 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 THE PROJECT

1. The Project consists of plantings in raised median and select backslopes of Firetower Road construction project between NC 11 and just east of Corey Road (SR 1709).

PLANNING AND DESIGN

2. The Department shall, without expense to the Municipality, develop the landscape design and prepare the landscape plans and specifications in accordance with the Department's standard landscaping polices and procedures for highways. The landscape plans must be approved by the Department and the Municipality before planting.

RIGHT OF WAY AND UTILITIES

3. The Department shall, without expense to the Municipality, prepare the site and furnish and install the plantings in accordance with the approved project plans and provide a one-year establishment period. All work shall be performed within the existing right of way and in accordance with Departmental standards, policies and procedures. In the event any additional right of way or construction easement is required for the plantings, the Municipality shall provide said additional right of way/or easement at no expense or liability whatsoever to the Department. Acquisition of any right of way and/or easements shall be performed in accordance with all State and Federal procedures.
4. The Department does not anticipate the need to relocate and adjust any municipally-owned utilities at this time. If during the project it becomes necessary to adjust and relocate the municipally-owned utilities the Municipality, at no expense to the Department, shall be responsible for the relocation and adjustment of all utilities in conflict with the landscape planting.

CONSTRUCTION

5. The Department shall install, or cause to be installed, said plantings in accordance with the plans and specifications of said project as filed with, and approved by, the Department.
 - A. Any changes, revisions, or alterations to the landscaping shall require prior review and approval by the Department's Division Engineer prior to the work being initiated.
 - B. Upon completion of the planting, the Department shall maintain said planting areas for a period of one (1) calendar year, at no expense to the Municipality.
 - C. After the establishment period, the Municipality agrees to continually maintain all plantings within the municipal limits in accordance with the generally accepted horticulture practices. The Municipality agrees to mow areas where landscaping will prohibit the ability of NCDOT to effectively mow without damage to planting or equipment as mutually identified by the Department's Division Engineer and the Municipality. The Department shall have the right to periodically inspect the maintenance practices being utilized by the Municipality.

MAINTENANCE

6. At the end of the one (1) year establishment period, the Department shall notify the Municipality, in writing, of the date the Municipality shall assume responsibility for all maintenance and replacement of the landscape materials. Maintenance shall include, but not be limited to, the

following: watering, mulching, pruning, fertilizing, weeding, pest control, mowing, and replacing plant materials. All cost of maintenance shall be borne by the Municipality.

7. The Municipality agrees to continually maintain all plantings in accordance with generally accepted horticultural practices. The Department shall have the right to periodically inspect the maintenance practices being utilized by the Municipality.
8. If the Department determines that the Municipality is not properly maintaining the plantings, the Department shall notify the Municipality. If proper maintenance is not performed by the Municipality within a reasonable time after notification, the Municipality agrees that the Department shall perform the necessary maintenance, or at the Department's option, shall return the planted area to a natural condition (i.e. seeded and mulched, etc.). It is further agreed that the costs of the restoration shall be reimbursed to the Department by the Municipality. Reimbursement to the Department shall be made in one final payment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147.86.23.
9. If the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove 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 North Carolina General Statute, Section 136-41.1, until such time as the Department has received pay in full.
10. In the event these plantings require relocation or removal for highway construction, re-construction, maintenance or safety, the Municipality shall be given the option to remove or relocate any plantings it considers salvageable immediately upon notification by the Department, at no expense to the Department.

TRAFFIC

11. The Municipality, at no expense to the Department, shall provide traffic control during landscape maintenance procedures as required by the latest revision of the "Manual for Uniform Traffic Control Devices.

ADDITIONAL PROVISIONS

12. The Department, at the end of the one (1) year establishment period, will not be responsible for any damages to the plantings which may be done by third parties.

13. Provisions for routine mowing shall be handled under separate agreement between the Department's Division Engineer and the Municipality.
14. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
15. 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).
16. 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.

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.

L.S. ATTEST: CITY OF GREENVILLE
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____ 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.

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
City of Greenville

DEPARTMENT OF TRANSPORTATION
BY: _____
DATE: _____

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



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Supplemental Agreement with the North Carolina Department of Transportation for State Transportation Improvement Project U-5160 involving intersection improvements at Arlington Boulevard and Stantonsburg Road

Explanation: Attached for consideration is a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) for intersection improvements at Arlington Boulevard and Stantonsburg Road. At their meeting on August 10, 2009, the City Council approved a Federal Agreement administered through the NCDOT for State Transportation Improvement Project (STIP) U-5160. The project involves the widening and restriping of the southern approach of Arlington Boulevard at its intersection with Stantonsburg Road (SR 1467) for the purpose of installing an additional left turn lane for northbound traffic on Arlington Boulevard to travel west on Stantonsburg Road. The agreement approved in August identifies the responsibilities of NCDOT and the City as associated with this project. The City is responsible for the construction administration of the project in accordance with federal and state requirements.

Per the requirements presented in the Federal Agreement for the identified project, construction authorization from the Federal Highway Administration was received prior to October 1, 2009. Construction contracts were awarded prior to December 31, 2009. In review of this agreement, it was identified that the project was to be completed within four months from execution of the agreement by NCDOT. In staff's response to NCDOT, it was presented that this requirement could not have been met due to the amount of time required for the approval processes on this project. Authorization from the State to proceed with construction was not issued to the City until mid-December of 2009.

To address Federal requirements, NCDOT has determined that it is necessary to execute the attached Supplemental Agreement extending the completion date of the project. The completion date of the referenced project has been revised and will be extended to July 14, 2010.

Fiscal Note: Funding for this project is from the Federal American Recovery and

Reinvestment Act of 2009.

Recommendation: Approve the attached Supplemental Agreement with NCDOT for State Transportation Improvement Project (STIP) U-5160 involving intersection improvements at Arlington Boulevard and Stantonsburg Road.

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

Attachments / click to download

 [Supplemental Agreement](#)

NORTH CAROLINA
PITT COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 4/5/2010

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5160

AND

WBS ELEMENTS: PE 45187.1.ST1

ROW

CITY OF GREENVILLE

CON 45187.3.ST1

FEDERAL-AID PROJECT #: STM-0264(42)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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 City of Greenville, on 8/18/2009, entered into a certain Locally Administered Project Agreement for the original scope: widening and restiping the southern approach of Arlington Blvd. at the intersection with Stantonsburg Rd. (SR 1467) for the purpose of installing an additional left turn for northbound traffic on Arlington Blvd. to travel west on Stantonsburg Rd., programmed under Project U-5160; and,

WHEREAS, the Department and the City of Greenville have mutually agreed to extend the completion date of the Project; and,

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

RESPONSIBILITIES

5. TIME FRAME

The Municipality shall complete the construction of the Project by July 14, 2010.

22. OTHER PROVISIONS

GIFT BAN

By Executive Order 24, issued by Governor Purdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, 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).

Except as hereinabove provided, the Agreement heretofore executed by the Department, and City of Greenville on the 8/18/2009, is ratified and affirmed as therein provided.

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.

ATTEST:

CITY OF GREENVILLE

BY: _____

TITLE: _____

DATE: _____

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

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

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



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Supplemental Agreement with the North Carolina Department of Transportation for State Transportation Improvement Project U-5161 BA for construction of a sidewalk on the east side of Arlington Boulevard from Stantonsburg Road to Dickinson Avenue

Explanation: Attached for consideration is a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) for construction of a sidewalk on the east side of Arlington Boulevard from Stantonsburg Road to Dickinson Avenue. At their meeting on August 10, 2009, the City Council approved a Federal Agreement administered through NCDOT for State Transportation Improvement Project (STIP) U-5161 BA. The project involves the construction of 0.89 miles of sidewalk on the east side of Arlington Boulevard from SR 1467 (Stantonsburg Road) to US 13 (Dickinson Avenue). The agreement approved in August identifies the responsibilities of NCDOT and the City as associated with this project. The City is responsible for the construction administration of the project in accordance with federal and state requirements.

Per the requirements presented in the Federal Agreement for the identified project, construction authorization from the Federal Highway Administration was received prior to October 1, 2009. Construction contracts were awarded prior to December 31, 2009. In review of this agreement, it was identified that the project was to be completed within four months from execution of the agreement by NCDOT. In staff's response to NCDOT, it was presented that this requirement could not have been met due to the amount of time required for the approval processes on this project. Authorization from the State to proceed with construction was not issued to the City until mid-December of 2009.

To address Federal requirements, NCDOT has determined that it is necessary to execute the attached Supplemental Agreement extending the completion date of the project. The completion date of the referenced project has been revised and will be extended to June 23, 2010.

Fiscal Note: Funding for this project will be from the Federal American Recovery and

Reinvestment Act of 2009.

Recommendation: Approve the attached Supplemental Agreement with NCDOT for State Transportation Improvement Project (STIP) U-5161 BA for construction of a sidewalk on the east side of Arlington Boulevard from Stantonsburg Road to Dickinson Avenue.

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

Attachments / click to download

 [Supplemental Agreement](#)

NORTH CAROLINA
PITT COUNTY

SUPPLEMENTAL AGREEMENT

DATE:4/5/2010

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5161 BA

AND

WBS ELEMENTS: PE

R0W

CITY OF GREENVILLE

CON 45188.3.ST3

FEDERAL-AID PROJECT#: STM-1323(4)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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 City of Greenville, on 8/18/2009, entered into a certain Locally Administered Project Agreement for the original scope: the construction of 0.89 miles of sidewalk on the east side of Arlington Blvd. from SR 1467 (Stantonsburg Rd.) to US 13 (Dickinson Ave.), programmed under Project U-5161 BA; and,

WHEREAS, the Department and the City of Greenville have mutually agreed to extend the completion date of the Project; and,

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

RESPONSIBILITIES

5. TIME FRAME

The Municipality shall complete the construction of the Project by June 23, 2010.

22. OTHER PROVISIONS

GIFT BAN

By Executive Order 24, issued by Governor Purdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, 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).

Except as hereinabove provided, the Agreement heretofore executed by the Department, and City of Greenville on the 8/18/2009, is ratified and affirmed as therein provided.

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.

ATTEST:

CITY OF GREENVILLE

BY: _____

TITLE: _____

DATE: _____

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

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

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



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Supplemental Agreement with the North Carolina Department of Transportation for State Transportation Improvement Project U-5161 BB for construction of a sidewalk on the southwest side of Charles Boulevard from Greenville Boulevard to Red Banks Road

Explanation: Attached for consideration is a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) for construction of a sidewalk on the southwest side of Charles Boulevard from Greenville Boulevard to Red Banks Road. At their meeting on August 10, 2009, the City Council approved a Federal Agreement administered through the NCDOT for State Transportation Improvement Project (STIP) U-5161 BB. The project involves the construction of 0.53 miles of sidewalk on the southwest side of NC 43 (Charles Boulevard) from US 264A (Greenville Boulevard) to Red Banks Road. The agreement approved in August identifies the responsibilities of NCDOT and the City as associated with this project. The City is responsible for the construction administration of the project in accordance with federal and state requirements.

Per the requirements presented in the Federal Agreement for the identified project, construction authorization from the Federal Highway Administration was received prior to October 1, 2009. Construction contracts were awarded prior to December 31, 2009. In review of this agreement, it was identified that the project was to be completed within four months from execution of the agreement by NCDOT. In staff's response to NCDOT, it was presented that this requirement could not have been met due to the amount of time required for the approval processes on this project. Authorization from the State to proceed with construction was not issued to the City until mid-December of 2009.

To address Federal requirements, NCDOT has determined that it is necessary to execute the attached Supplemental Agreement extending the completion date of the project. The completion date of the referenced project has been revised and will be extended to June 29, 2010.

Fiscal Note: Funding for this project is from the Federal American Recovery and

Reinvestment Act of 2009.

Recommendation: Approve the attached Supplemental Agreement with NCDOT for State Transportation Improvement Project (STIP) U-5161 BB for construction of a sidewalk on the southwest side of Charles Boulevard from Greenville Boulevard to Red Banks Road.

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

Attachments / click to download

 [Supplemental Agreement](#)

NORTH CAROLINA
PITT COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 4/5/2010

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5161 BB

AND

WBS ELEMENTS: PE

R0W

CITY OF GREENVILLE

CON 45188.3.ST4

FEDERAL-AID PROJECT #: STM-0043(12)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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 City of Greenville, on 8/18/2009, entered into a certain Locally Administered Project Agreement for the original scope: the construction of 0.53 miles of 5-foot sidewalks on the southwest side of NC 43 (Charles Blvd.) from US 264A (Greenville Blvd.) to Red Banks Rd., programmed under Project U-5161 BA; and,

WHEREAS, the Department and the City of Greenville have mutually agreed to extend the completion date of the Project; and,

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

RESPONSIBILITIES

5. TIME FRAME

The Municipality shall complete the construction of the Project by June 29, 2010.

22. OTHER PROVISIONS

GIFT BAN

By Executive Order 24, issued by Governor Purdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manger, 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).

Except as hereinabove provided, the Agreement heretofore executed by the Department, and City of Greenville on the 8/18/2009, is ratified and affirmed as therein provided.

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.

ATTEST:

CITY OF GREENVILLE

BY: _____

TITLE: _____

DATE: _____

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

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

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



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Resolution changing the appointment of the Commissioner to the North Carolina Eastern Municipal Power Agency

Explanation: The North Carolina Eastern Municipal Power Agency (NCEMPA) is a coalition of 32 eastern North Carolina cities and towns that share ownership interest in five generating units built and operated by Progress Energy (formerly CP&L). Each member city/town has representation on the Board of Commissioners. The business and affairs of the NCEMPA are managed by the Board, which meets monthly. Meetings are normally held in Wilson.

Commissioners to the Board are appointed as outlined in Section 3 of the NCEMPA's Bylaws. The section reads as follows:

Appointment of Commissioners – The Board of Commissioners shall be appointed as provided herein. The governing body of each Member shall designate a commissioner to the Power Agency to serve at the pleasure of such governing board. Each commissioner shall be entitled to vote as described herein and shall, before entering upon his duties, take and subscribe to an oath before some person authorized by law to administer oaths to execute the duties of his office faithfully and impartially. A record of each such oath shall be filed with the governing body of the appointing Member and spread upon its minutes. The governing board of each Member may also appoint up to two alternate commissioners to act in lieu of its appointed commissioner when the appointed commissioner is unable for any reason to attend meetings of the Board of Commissioners or any committee thereof; provided, however, that in case of appointment of more than one alternate commissioner, the governing board of the Member shall designate them first or second alternate commissioner. Each alternate commissioner shall serve at the pleasure of the governing body by which he is appointed and shall take, subscribe to and file an oath in the same manner as prescribed for regularly appointed commissioners. Such alternate commissioner when acting in lieu of the regularly appointed commissioner shall be deemed to be the commissioner representing such Member, and shall have the rights, powers and authority of the regularly appointed commissioner, other than

such commissioner's position as an officer. Commissioners and alternate commissioners may, at the discretion of the appointing governing board, be an officer or employee of the appointing municipality.

Historically, GUC has maintained two representatives on the NCEMPA Board, one as Commissioner and one as Second Alternate. These positions have typically been for a GUC Board member to serve as Commissioner and the General Manager to serve as Second Alternate. The City of Greenville has historically maintained one representative on the NCEMPA Board as First Alternate Commissioner. This position has typically been held by a City Council Member and usually has been the Council's Liaison to GUC's Board. Attached is a history of GUC/Greenville's representation on the NCEMPA Board since 1980.

Greenville's current representation on the NCEMPA Board is as follows:

Lester Brown	NCEMPA Commissioner
Bryant Kittrell (GUC Liaison)	First Alternate Commissioner
Ron Elks	Second Alternate Commissioner

Lester Brown's term on the GUC Board is scheduled to expire at the end of June 2010, or when his replacement is named by the City Council.

GUC's Board, at their meeting on April 20, 2010, took action to adopt a resolution nominating J. Freeman Paylor to replace Commissioner Lester Brown on the NCEMPA Board when his term expires on the GUC Board and recommended similar action by the City Council. This action will allow Mr. Paylor to begin attending the NCEMPA Board meetings now for service continuity.

Fiscal Note: No cost to the City of Greenville.

Recommendation: Adopt attached resolution appointing J. Freeman Paylor as NCEMPA Commissioner.

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

Attachments / click to download

[History of NCEMPA Board Representation](#)

[Resolution for NCEMPA Commissioner](#)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE,
NORTH CAROLINA, CHANGING THE APPOINTMENT OF THE COMMISSIONER
TO THE NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

WHEREAS, the City Council of the City of Greenville, North Carolina, has heretofore adopted a resolution appointing Lester Z. Brown as Commissioner to the North Carolina Eastern Municipal Power Agency; and

WHEREAS, Lester Z. Brown's term on the Greenville Utilities Commission will be expiring on June 30, 2010, or when his appointment is named, and the Greenville City Council desires to appoint a new Commissioner to the North Carolina Eastern Municipal Power Agency;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that J. Freeman Paylor be appointed the Commissioner to the North Carolina Eastern Municipal Power Agency effective July 1, 2010, or at such time as a replacement is effective for Lester Z. Brown on the Greenville Utilities Commission, to serve at the pleasure of the City Council of the City of Greenville and the Greenville Utilities Commission until a successor is appointed and qualified.

Adopted this 10th day of May 2010.

Patricia C. Dunn, Mayor

ATTEST:

Patricia A. Sugg, Interim City Clerk

GUC HISTORY OF REPRESENTATION ON NCEMPA BOARD OF COMMISSIONERS

06/04/08

YEAR	COMMISSIONER	GUC Term Expiration	1ST ALTERNATE COMM.	2ND ALTERNATE COMM.
1980	Charles O’H. Horne, Jr. ^[1]		Thomas M. Shea ^[1]	N/A
1981				N/A
1982				N/A
1983	E. A. “Andy” Warren ^{[1][2]}	April 8, 1982 – Nov. 12, 1987 ^[3]		N/A
1984			Charles O’Horne, Jr. ^[1]	N/A
1985			Malcolm A. Green 07/18/85	N/A
1986				N/A
1987				N/A
1988	Jo D. Ball 01/19/88	March 1986 – March 1991		N/A
1989				N/A
1990				N/A
1991	Patrick N. Kelly 03/22/91	Nov. 1987 – June 1992		N/A
1992	William G. Blount 10/13/92	March 1988 – June 1993	Nancy M. Jenkins 09/21/92	Malcolm A. Green 10/13/92
1993	Jerry A. Carson 07/01/93	August 1992 – June 1997		
1994				
1995				
1996				
1997	Valerie J. Dixon 8/19/97	July 1993 – August 1999		
1998				
1999	Charles E. Davis 10/28/99	July 1997 – June 2003		
2000				
2001				
2002			Ric Miller 11/26/02	
2003	Jerry Wayne Powell 08/26/03	August 2000 – August 2006		
2004				Ronald D. Elks 04/13/2004
2005				
2006	L. H. Zincon, Jr. 10/17/06	July 2002 – June 2008	Chip Little 01/18/06	
2007				
2008	Lester Z. Brown 9/8/08	September 2008 -	J. Bryant Kittrell, III 9/8/08	

[¹] There is no signed oath of office for Horne (commissioner), Shea (alternate commissioner), Warren (commissioner), or Horne (alternate commissioner). However, the NCEMPA Board of Commissioners minutes reflect these persons were the voting commissioner or alternate commissioner at certain meetings.

[²] Andy Warren is first listed as commissioner on the roll call sheet of November 23, 1983. The last meeting he attended was December 23, 1987. Therefore, it appears that Andy served as commissioner for four years and two months. Andy was Secretary-Treasurer of the Power Agency for the years 1986 and 1987.

[³] Andy Warren's term on GUC's Board was originally scheduled from April 8, 1982 – March 19, 1987. According to records of GUC and the City, his term was apparently extended beyond March 1987 as a replacement was not named and he continued to serve on the GUC Board until November 12, 1987.



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Series resolution authorizing heavy equipment purchases through installment purchase financing for Greenville Utilities Commission

Explanation: At the outset of FY 2009-2010, GUC planned to obtain an installment purchase loan for approximately \$1,240,000 to procure several pieces of heavy equipment to sustain operations. During the year, additional vehicles and/or equipment were added to the proposed financing, increasing the anticipated installment purchase financing to \$1,436,600. Bid proposals received for the vehicles and equipment came in lower than expected at \$1,239,442.

A Request for Proposals for a 36-month and a 59-month installment loan for \$1,400,000 was distributed to eleven (11) banks with eight (8) responses being received. The proposal from Wells Fargo Bank, N.A. was determined to be the optimal fit for GUC at an interest rate of 2.56% for 59 months.

In addition to the vehicle and equipment costs (\$1,239,442), there will be some issuance and related costs associated with the installment financing. These costs are estimated to be approximately \$22,000. The total amount of the proposed installment financing is up to \$1,275,000.

The GUC Board, at their meeting on April 20, 2010, adopted a series resolution for the financing of up to \$1,275,000 and recommended similar approval by the City Council.

Fiscal Note: No cost to the City of Greenville.

Recommendation: Adopt the attached series resolution authorizing heavy equipment purchases through installment purchase financing for Greenville Utilities Commission.

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Attachments / click to download

 [Series Resolution](#)

A regular meeting of the City Council of the City of Greenville, North Carolina was held in the City Council Chamber at the City Hall in Greenville, North Carolina, the regular place of meeting, on May 10, 2010 at 6:00 P.M.

Present: Mayor Patricia C. Dunn, presiding, and Councilmembers

Absent: _____

* * * * *

Mayor Dunn introduced the following resolution, a copy of which had been provided to each Councilmember and which was read by its title:

RESOLUTION NO. 10-

SERIES RESOLUTION AUTHORIZING THE INCURRENCE OF ADDITIONAL INDEBTEDNESS THROUGH THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT WITH WELLS FARGO BANK, N.A. IN AN AMOUNT OF UP TO \$1,275,000 PURSUANT TO THE PROVISIONS OF SECTION 216 OF THE BOND ORDER ADOPTED BY THE CITY COUNCIL ON AUGUST 11, 1994, AMENDED AND RESTATED AS OF APRIL 13, 2000.

WHEREAS, the City of Greenville, North Carolina (the "City"), a municipal corporation in Pitt County, North Carolina, owns certain public utility or public service enterprise facilities comprising an electric system, a natural gas system, a sanitary sewer system and a water system, within and without the corporate limits of the City (collectively, the "Combined Enterprise System"), and

WHEREAS, in accordance with Chapter 861 of the 1992 Session Laws of North Carolina, the Greenville Utilities Commission (the "Commission") has been created for the proper management of the public utilities of the City, within and without the corporate limits of the City, with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the public utilities of the City, including the Combined Enterprise System; and

WHEREAS, the City Council of the City (the "City Council") adopted, on August 11, 1994, a bond order, which, among other things, authorizes and secures Greenville Utilities

Commission Combined Enterprise System Revenue Bonds of the City, which order was amended and restated as of April 13, 2000 (the "Order"); and

WHEREAS, Section 216 of the Order authorizes the incurrence or assumption of Additional Indebtedness (as defined in the Order) for any lawful purpose of the City related to the ownership or operation of the Combined Enterprise System (as defined in the Order); and

WHEREAS, the Commission and the City Council have determined that it is necessary to acquire certain equipment for the Combined Enterprise System, which equipment is described in Appendix A attached hereto; and

WHEREAS, the Commission and the City Council have determined to finance a portion of the cost of paying for such equipment by incurring Additional Indebtedness through the execution and delivery of an installment financing agreement, pursuant to Section 160A-20 of the General Statutes of North Carolina, with Wells Fargo Bank, N.A. referred to herein as the "2010 Installment Financing Agreement"; and

WHEREAS, the City Council has received information to the effect that the City will be able to satisfy the requirements of Section 216 of the Order with respect to the 2010 Installment Financing Agreement; and

WHEREAS, pursuant to Section 216 of the Order, the 2010 Installment Financing Agreement is to have such terms and provisions as may be provided by a series resolution to be adopted by the City Council prior to the incurrence of said Additional Indebtedness; and

WHEREAS, the Commission has adopted a resolution to the effect that it approves the provisions of this resolution and recommends to the City Council that the City Council adopt this series resolution authorizing and setting forth the terms and provisions of the 2010 Installment Financing Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA DOES HEREBY DETERMINE AND RESOLVE, as follows:

Section 1. Definitions. Capitalized words and terms used in this series resolution (this "Resolution") and not otherwise defined herein shall have the meanings given to them in the Order.

Section 2. Authorization of the 2010 Installment Financing Agreement. (A) The 2010 Installment Financing Agreement. Pursuant to the Enabling Act and Section 216 of the Order, the City Council hereby authorizes the incurrence of Additional Indebtedness through the execution and delivery of the 2010 Installment Financing Agreement with Wells Fargo Bank, N.A. in a principal amount of up to \$1,275,000 for the purpose of providing funds, together with any other available funds, for (1) paying, or reimbursing the Commission and the City for paying for certain equipment described in Appendix A hereto and (2) paying expenses incidental and necessary or convenient thereto.

(B) 2010 Installment Financing Agreement Provisions. The 2010 Installment Financing Agreement shall be executed on such date, be effective as of such date, shall bear interest at the

rate, shall be repaid, subject to prepayment, in the amounts and on the dates, all as hereinafter provided.

(C) Interest. Interest on the 2010 Installment Financing Agreement shall begin to accrue on the unpaid principal balance thereof from the date of execution of the Installment Financing Agreement and shall be payable annually on or before each interest payment date, determined pursuant to Section 3(C) hereof, until the principal balance of the 2010 Installment Financing Agreement is paid or prepaid in accordance with its terms.

(D) Principal. Principal on the 2010 Installment Financing Agreement shall be payable annually on or before each principal payment date, determined pursuant to Section 3(C) hereof, all as set forth in the 2010 Installment Financing Agreement.

(E) Prepayment of the 2010 Installment Financing Agreement. The 2010 Installment Financing Agreement shall be prepayable in accordance with its terms.

Section 3. Delegation and Standards. The City Council hereby delegates to any Authorized Officer of the Commission, the City Manager and the Director of Financial Services of the City, subject to the limitations contained herein, the power to determine and carry out the following with respect to the 2010 Installment Financing Agreement:

(A) Principal Amount. To determine the aggregate principal amount of the 2010 Installment Financing Agreement, such principal amount, up to \$1,275,000, to be sufficient for the purposes described in Section 2(A) of this Resolution;

(B) Interest Rates. To determine the interest rate on the 2010 Installment Financing Agreement, which interest rate shall not exceed 2.56% per annum assuming the bank qualification requirements set forth in Section 9 are fulfilled.

(C) Repayment of the 2010 Installment Financing Agreement. To determine the interest payment dates and principal payment dates for the payment of the Installment Financing Agreement, such payment dates not to extend more than 60 months after the date of execution of the 2010 Installment Financing Agreement;

(D) Execution Date and Effective Date. To determine the date of execution of the 2010 Installment Financing Agreement and the effective date of the 2010 Installment Financing Agreement;

(E) Other Provisions. To determine any other provisions deemed advisable and not in conflict with the provisions of this Resolution or the Order.

Section 4. Series Certificate. The General Manager of the Commission, an Authorized Officer of the Commission, the City Manager or the Director of Financial Services of the City shall execute a certificate or certificates evidencing determinations or other actions taken pursuant to the authority granted in this Resolution, and any such certificate or certificates shall be conclusive evidence of the action taken.

Section 5. Form of the 2010 Installment Financing Agreement. The 2010 Installment Financing Agreement shall be substantially in the form attached hereto as Appendix B, with such variations, omissions and insertions as are required or permitted by this Resolution or the Order and the City Manager and the Director of Financial Services of the City each are hereby authorized to execute the 2010 Installment Financing Agreement, such execution to be conclusive evidence of the approval thereof by the City. In addition, the General Manager of the Commission or an Authorized Officer of the Commission are hereby authorized to signify their approval of the 2010 Installment Financing Agreement by the execution of an approval thereof, such execution to be conclusive evidence of the approval of the Commission.

Section 6. Method of Payment of the 2010 Installment Financing Agreement. All principal and interest on the 2010 Installment Financing Agreement shall be made payable as specified in the 2010 Installment Financing Agreement on or before each principal and interest payment date.

Section 7. Application of Proceeds of the 2010 Installment Financing Agreement. Moneys received by the City or the Commission pursuant to the 2010 Installment Financing Agreement shall be deposited to the credit of an escrow account with Wells Fargo Bank, N.A. for the benefit of the City and Commission to be used to pay costs described in Section 2 hereof and the City Manager and the Director of Financial Services each are hereby authorized to execute an escrow agreement or similar agreement with Wells Fargo Bank, N.A. relating to such escrow account.

Section 8. Application of Certain Revenues. In accordance with the provisions of Section 507 of the Order and after making the payments required by paragraphs (a) - (e) thereof, the Commission shall withdraw from the Operating Checking Account moneys held for the credit of the Appropriate Operating Funds in such amounts as shall be necessary for the purpose of making principal and interest payments on the 2010 Installment Financing Agreement.

Section 9. Bank Qualification. The City hereby represents that it reasonably expects that it and all subordinate entities thereof will not issue more than \$30,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Internal Revenue Code of 1986 as amended, the "Code") during calendar year 2010. In addition, the City hereby designates the 2010 Installment Financing Agreement as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code.

Section 10. Authorization to City and Commission Officials. The officers, agents and employees of the City and the Commission are hereby authorized and directed to do all acts and things required of them by the provisions of the 2010 Installment Financing Agreement, the Order and this Resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein.

Section 11. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this the 10th day of May, 2010.

Patricia C. Dunn
Mayor

[SEAL]

ATTEST:

(name)
City Clerk

APPENDIX A

VEHICLE & EQUIPMENT

Bucket Truck
Line Truck
2-Ton Dump Truck
Construction Plow
Directional Drill
Combo Jet/Vac Sewer Truck
Single Axel 2-Ton Dump Truck
(2) Extended Cab 4 x4 Pick Up
(2) 4 x 4 Mid-Size SUV
Extended Cab Short Bed ½-Ton Pick Up

APPENDIX B

FORM OF INSTALLMENT FINANCING AGREEMENT

After consideration of the foregoing resolution, Councilmember _____ moved the passage thereof, which motion was duly seconded by Councilmember _____, and the foregoing resolution was passed by the following vote:

Ayes: _____
_____.

Noes: _____.

* * * * * *

I, _____, _____ City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the City Council of said City at a meeting held on May 10, 2010, said record having been made in Minute Book No. ___ of the minutes of said City Council, beginning at page ___ and ending at page ___, and is a true copy of so much of said proceedings of said City Council as relates in any way to the passage of the resolution described in said proceedings.

I DO HEREBY FURTHER CERTIFY that a schedule of regular meetings of said City Council, stating that regular meetings of said City Council are held in the City Council Chamber in the City Hall in Greenville, North Carolina on the second Thursday of each month, the Monday preceding the second Thursday of each month and the second Monday after such second Thursday at 7:00 P.M., has been on file in my office as of a date not less than seven days before the date of said meeting in accordance with G.S. §143-318.12.

WITNESS my hand and the official seal of said City, this ___ day of May, 2010.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Ordinance adopting an electric capital project budget for Greenville Utilities Commission's Substation Modernization Project

Explanation: This project includes the engineering, design, and installation of new breakers, protective relays (128 total), and remote communication infrastructure (13 total) at 15 electric distribution substations. The remaining substations are new or recently modernized. The project targets the following:

- * The removal of older vintage oil circuit reclosers with 31 new vacuum circuit breakers to improve interrupting capacity and speed;
- * The removal of electromechanical relays with 128 new microprocessor relays to increase functionality leading to better infrastructure protection and system reliability; and
- * The installation of 13 new communication remote terminal units to increase the quantity, speed, and reliability of data received by the electric system dispatcher, as well as to provide the capability of remotely accessing records for analyzing system events.

The GUC Board, at their meeting on April 20, 2010, adopted an Electric Capital Projects Budget for the Substation Modernization and recommended similar action by the City Council.

Fiscal Note: No cost to the City of Greenville.

Recommendation: Approve the attached ordinance adopting an electric capital project budget for Greenville Utilities Commission's Substation Modernization Project.

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 [Electric Capital Project Budget Ordinance](#)

ORDINANCE NO. 10-_____

FOR ELECTRIC CAPITAL PROJECT BUDGET
SUBSTATION MODERNIZATION PROJECT

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

Section 1. Revenues. Revenues of Electric Capital Project Budget, Substation Modernization Project, is hereby established to read as follows:

Revenue:

Long Term Financing	<u>\$3,000,000</u>	
Total Revenue	<u>\$3,000,000</u>	<u><u>\$3,000,000</u></u>

Section 2. Expenditures. Expenditures of the Electric Capital Project Budget, Substation Modernization Project, is hereby established to read as follows:

Expenditures:

Project Cost	<u>\$3,000,000</u>	
Total Expenditures	<u>\$3,000,000</u>	<u><u>\$3,000,000</u></u>

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

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the _____ day of _____, 2010.

Patricia C. Dunn, Mayor

ATTEST:

_____, _____ City Clerk



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Ordinance amending Ordinance #08-121 electric capital project budget for Greenville Utilities Commission's Business Application Master Plan

Explanation: Since November 2008, GUC staff has been working to develop a technology application master plan (renamed "Business Application Master Plan") that will provide the road map for streamlining and integrating workflows and technology initiatives at GUC. A multi-phase approach over the next several years will be used to implement the Plan. The proposed 5-year capital improvements plan includes specific projects recommended to streamline and automate workflows and replace aging information systems. GUC is now ready to move into Phase I, which is the program initiation and preliminary design. This phase is anticipated to last approximately six (6) to eight (8) months.

An initial capital project budget was established in late 2008 in the amount of \$244,732. In order to move forward with Phase I of the project, the capital project budget needs to be amended by \$1,121,514 for a revised budget of \$1,366,246. The amended amount includes the estimated costs for the design, data collection & conversion, configuration/programming, deployment/training (\$959,514), along with GUC costs to set up the project environment workspace (cabling, computers, telephones, desks, chairs, cubicles, etc.) (\$162,000).

The GUC Board, at their meeting on April 20, 2010, amended the Information Technology Application Master Plan Budget (Business Application Master Plan) and recommended similar action by the City Council.

Fiscal Note: No cost to the City of Greenville.

Recommendation: Approve the attached ordinance amending Ordinance #08-121 electric capital project budget for Greenville Utilities Commission's Business Application Master Plan.

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 [Capital Project Budget Ordinance](#)

ORDINANCE NO. _____
AMENDING ORDINANCE NO. 08-121
FOR ELECTRIC CAPITAL PROJECTS BUDGET
INFORMATION TECHNOLOGY APPLICATION MASTER PLAN

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

Section 1. The Electric Capital Project Budget is amended, so that as amended it shall read as follows:

	Current Budget	Change	Proposed Revised
Revenue:			
Long Term Debt	\$244,732	\$1,121,514	\$1,366,246
Total Revenue	\$244,732	\$1,121,514	\$1,366,246
 Expenditures:			
Project Costs	\$244,732	\$1,121,514	\$1,366,246
Total Expenditures	\$244,732	\$1,121,514	\$1,366,246

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 _____, 2010.

Patricia C. Dunn, Mayor

ATTEST:

_____, _____ City Clerk



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Budget ordinance amendment #8 to the 2009-2010 City of Greenville General Fund and amendment to Ordinance #03-60, Administrative Facilities Capital Project Fund

Explanation: Attached is an ordinance that contains an amendment to the 2009-2010 budget ordinance and an amendment to ordinance #03-60, Administrative Facilities Capital Project Fund. These amendments are for consideration at the May 10, 2010, City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To allocate Federal Forfeiture funds to purchase two licenses of Crime View software. This software is to assist with crime analysis. (Total - \$27,000).

B To appropriate grant funds to be received from East Carolina University to construct an elevator and fire escape at the Lessie Bass Building. This grant was originally granted to the University from the Perkins, Wells, and West charitable foundations. This agreement was introduced and approved during the April 5, 2010 City Council meeting. (Total - \$170,000).

C To appropriate \$248,608 from fund balance to install a dedicated City Hall computer server room heating, ventilation, and air-conditioning system. Partial funding for this project (\$300,412) will be provided from the balance of Administrative Facilities Capital Project Fund. The \$248,608 is part of the undesignated Capital Reserve funds that were approved by the City Council on November 9, 2009. The City Council approved the project bid for \$549,020 at its April 5, 2010, City Council meeting. (Total - \$248,608).

Fiscal Note: The budget ordinance amendment affects the following funds: increase General Fund by \$445,608 and increase the Administrative Facilities Capital Project Fund by \$549,020.

--	--	--	--

<u>Fund Name</u>	<u>Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
General Fund	\$ 74,409,818	\$ 445,608	\$ 74,855,426
Administrative Facilities Capital Project Fund	12,798,920	549,020	13,347,940

Recommendation: Approve the attached ordinance that contains amendment #8 to the 2009-2010 City of Greenville General Fund and an amendment to ordinance #03-60, Administrative Facilities Capital Project Fund.

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Attachments / click to download

 [Budget Amendments FY 2009 2010 838154](#)

ORDINANCE NO. 10-_____
CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#8) AMENDING ORDINANCE NO. 09-53 AND AMENDMENT TO ORDINANCE NO. 03-60

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance 09-53, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2009-2010 BUDGET		#8 Amended May-10	Total Amendments	Amended 2009-2010 Budget
<u>ESTIMATED REVENUES</u>					
Property Tax	\$ 29,641,438			\$ -	\$ 29,641,438
Sales Tax	13,736,686			-	13,736,686
Utilities Franchise Tax	5,338,099			-	5,338,099
Other Unrestricted Intergov't Revenue	2,634,640			(223,205)	2,411,435
Powell Bill	1,901,793			-	1,901,793
Restricted Intergov't Revenues	847,977	A,B	197,000	1,357,435	2,205,412
Building Permits	730,735			-	730,735
Other Licenses, Permits and Fees	2,269,768			-	2,269,768
Rescue Service Transport	2,409,670			-	2,409,670
Other Sales & Services	1,738,944			(262,313)	1,476,631
Other Revenues	287,502			2,900	290,402
Interest on Investments	1,464,348			-	1,464,348
Transfers In GUC	5,250,135			1,606	5,251,741
Other Financing Sources	805,041			1,363,847	2,168,888
Appropriated Fund Balance	2,076,906	C	248,608	1,481,475	3,558,381
TOTAL REVENUES	\$ 71,133,682		\$ 445,608	\$ 3,721,744	\$ 74,855,426
<u>APPROPRIATIONS</u>					
Mayor/City Council	\$ 428,288			\$ (25,000)	\$ 403,288
City Manager	1,086,153			51,461	1,137,614
City Clerk	275,445			-	275,445
City Attorney	435,459			-	435,459
Human Resources	2,101,831			-	2,101,831
Information Technology	2,907,322			-	2,907,322
Fire/Rescue	12,127,343			209,177	12,336,520
Financial Services	2,218,950			2,900	2,221,850
Recreation & Parks	6,197,166			150,293	6,347,459
Police	20,677,674	A	27,000	678,823	21,356,497
Public Works	9,653,824			203,021	9,856,845
Community Development	1,628,898			374,843	2,003,741
Contingency	828,687			(328,999)	499,688
Capital Improvements	4,099,961	B	170,000	1,797,716	5,897,677
Total Appropriations	\$ 64,667,001		\$ 197,000	\$ 3,114,235	\$ 67,781,236
<u>OTHER FINANCING SOURCES</u>					
Debt Service	\$ 4,270,892			\$ -	\$ 4,270,892
Transfers to Other Funds	2,195,789	C	248,608	607,509	2,803,298
	\$ 6,466,681		\$ 248,608	\$ 607,509	\$ 7,074,190
TOTAL APPROPRIATIONS	\$ 71,133,682		\$ 445,608	\$ 3,721,744	\$ 74,855,426

Section II: Estimated Revenues and Appropriations. Administrative Facilities Capital Project Fund, of Ordinance 03-60, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJ. BUDGET	#3 Amended May-10	Total Amendments	Amended Budget
<u>ESTIMATED REVENUES</u>				
State/Loc/Federal Grants	\$ 121,028	\$ -	\$ -	\$ 121,028
Plans and Specification Fee	-	C 32,216	32,216	32,216
Investment Earnings	558,550	C 268,196	268,196	826,746
Transfer from General Fund	970,000	C 248,608	248,608	1,218,608
Bond Proceeds	11,148,942	-	-	11,148,942
TOTAL REVENUES	\$ 12,798,520	\$ 549,020	\$ 549,020	\$ 13,347,540
<u>APPROPRIATIONS</u>				
Acquisition	\$ 950,000	-	-	\$ 950,000
Bond Administrative Costs	250,000	-	-	250,000
Engineering	1,115,000	-	-	1,115,000
Construction	9,252,523	C 549,020	549,020	9,801,543
Capital Outlay	1,230,997	-	-	1,230,997
Total Expenditures	\$ 12,798,520	\$ 549,020	\$ 549,020	\$ 13,347,540
TOTAL APPROPRIATIONS	\$ 12,798,520	\$ 549,020	\$ 549,020	\$ 13,347,540

Section III: All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section IV: This ordinance will become effective upon its adoption.

Adopted this 10th day of May, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Patricia A. Sugg, Interim City Clerk



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Various tax refunds

Explanation: The Director of Financial Services reports the refund of the following taxes:

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Pitt County Tax Collector	Refund of City Taxes Paid	\$ 258.35
Daimler Chrysler Financial Services	Refund of City Taxes Paid	\$ 231.56

Fiscal Note: The total amount to be refunded is \$489.91.

Recommendation: Approval of taxes refunded.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Report on bid awarded

Explanation: The Director of Financial Services reports that the following bid was awarded during the month of March 2010 and is to be reported in the City Council agenda for informational purposes.

Date Awarded	Description	Vendor	Amount	M/WBE Yes/No
3/31/10	Playground equipment and installation for West Meadowbrook Park. This vendor was the 2nd low bidder. A memo of explanation is included with this item.	Playworld Carolinas	\$79,862.55	No

Fiscal Note: An expenditure of \$85,000 was appropriated in the 2009-2010 budget for purchase and installation of playground equipment.

Recommendation: That the bid award information be reflected in the City Council minutes.

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Attachments / click to download

[Bid Tabulation West Meadowbrook Park Equipment 865141](#)



Greenville Recreation & Parks Department

P.O. Box 7207
Greenville, NC 27835-7207

Phone (252) 329-4567
Fax (252) 329-4062

To: Mrs. Angelene Brinkley, *Purchasing Manager*
City of Greenville Financial Services

From: Lamarco M. Morrison, *Parks Planner* 
Greenville Recreation & Parks Department

Date: March 17, 2010

RE: West Meadowbrook Park Playground

The Greenville Recreation and Parks Department (GRP) accepted proposals for the West Meadowbrook Park Playground on March 12, 2010. GRP received three proposals for the referenced projects from the following vendors:

- 1). Piedmont Parks, Inc. \$79,501.00
- 2). Playworld Carolinas \$79,862.55
- 3). Cunningham Associates Inc. \$84,992.50

Please refer to attached proposals and quotes from the three referenced vendors.

Based on the criteria set for in the Request for Proposals (RFP) submitted on March 5, 2010, Parks staff recommends that the City accepts the proposal submitted by Playworld Carolinas in the amount of \$79,862.55. Though the proposal submitted by Piedmont Parks, Inc. cost \$361.55 less than the proposal submitted by Playworld Carolinas, their submittal did not meet the requirement in the RFP Scope of Work, Section 2.0, 2.1 "Provide no less than eight (8) climbing apparatuses including at least three (3) climbing rocks/walls or approved equals".

Since the RFP was performance based, with a consideration for cost, GRP feels that it is within its right to select Playworld Carolinas as the preferred proposal. If you have any questions regarding this matter, please feel free to contact us.

*Working to positively impact the health, economy, natural environment & well being
of the Greenville Community.*



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Presentations by boards and commissions:

a. Mid-East Commission

Explanation: Tim Ware, Executive Director of the Mid-East Commission, will provide an update on the Commission's activities.

Fiscal Note: The City pays an annual assessment to the Mid-East Commission (\$18,779 for 2010-2011).

Recommendation: Receive report on the Mid-East Commission's activities.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Resolution authorizing the sale of electric distribution facilities and transfer of customers from Greenville Utilities Commission to the Town of Winterville

Explanation: The Town of Winterville has offered to purchase GUC electric distribution lines along Laurie Ellis Road and Church Street in Winterville, along with the transfer of 15 residential customers served from these lines. The transfer includes the right of Winterville to serve all future customers in the immediate area of these facilities consistent with the terms of the territorial settlement agreement dated September 21, 1994. Currently, both Winterville and GUC have existing distribution lines along these streets (see attached map).

The sale, reconfiguration of facilities by GUC, and transfer of customers and service territory is in consideration of a payment of \$93,738.07 by Winterville to GUC. This amount is equivalent to the original installed cost of the GUC facilities. The facilities were constructed in 1988 (\$60,964.28) and 1994 (\$32,773.79), and are fully depreciated.

Revenues, energy sales, and estimated gross margins from the customers are .02% or less of the totals for GUC. The disposition of facilities will reduce GUC's operating and maintenance expenses, including repairs and replacements.

GUC retained Booth and Associates, Consulting Engineers, to perform an analysis and review the proposed sale of these assets and disposition of the customer accounts for the net effect on GUC's Electric System. Booth and Associates supports GUC's determination that the proposed action will not have a material adverse effect on the revenues and operation, or materially increase the operating and maintenance expenses of the Electric System (see attached letter from Booth).

GUC's Board, at their meeting on April 20, 2010, adopted a resolution authorizing the sale of these distribution facilities to the Town of Winterville and transfer of affected customer accounts and recommended similar action be

taken by the City Council.

If approved by the City Council, the documentation will be presented to the NCEMPA Board for approval and then presented for filing with the N.C. Utilities Commission on territorial/customer exchange. Following that, GUC would provide notification to the customers of the pending transfer to the Town of Winterville.

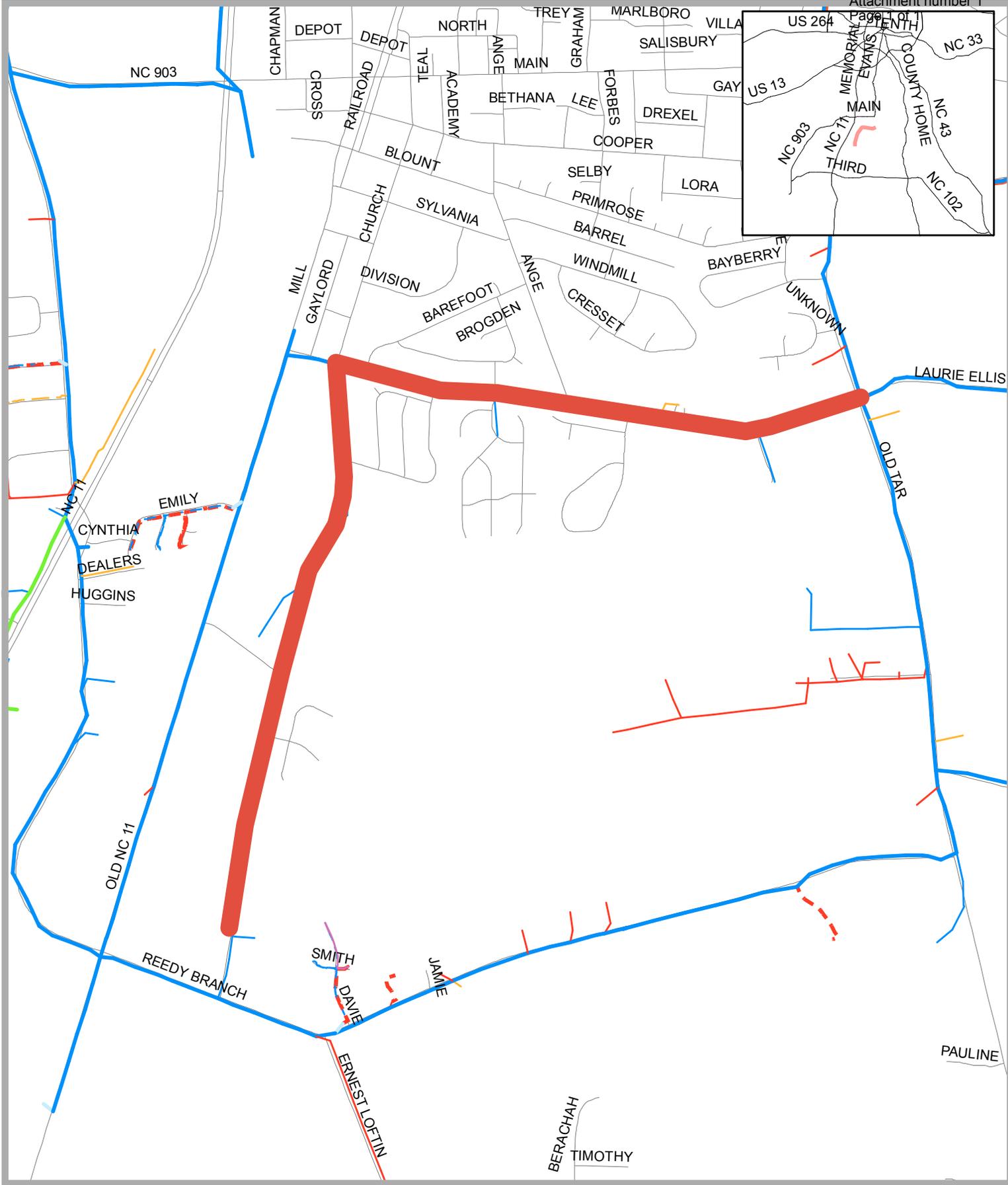
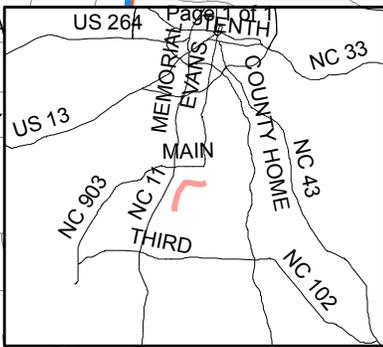
Fiscal Note: No cost to the City of Greenville.

Recommendation: Adopt attached resolution approving the sale of electric distribution facilities and transfer of customers from Greenville Utilities Commission to the Town of Winterville.

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

Attachments / click to download

- [Map](#)
- [Booth & Associates Letter](#)
- [Resolution Authorizing Sale of Electric Distribution Facilities](#)



Greenville Utilities - Electric Engineering Department
PO Box 1847
Greenville, NC 27835-1847
April 13, 2010

Source: Parcel Map, Pitt County
NAD_1983_StatePlane_North_Carolina_FIPS_3200_Feet
R:\CADDATA\Electric_Maps\GIS\Electric_PDFs\
PropSaleDistFacToWinterville_2010.pdf
M. Cristiano for J. Worrell

GUC Electric Department Proposed Sale of Distribution Facilities to Town of Winterville

(Portions of Laurie Ellis Road & Church Street)



Item # 19



Greenville Utilities

December 2, 2009

Mr. Roger G. Jones, PE
Director of Electric Systems
Greenville Utilities Commission
Post Office Box 1847
Greenville, North Carolina 27835-1847

Subject: Greenville Utilities Commission
Greenville, North Carolina
Sale of Distribution Facilities and
Transfer of Customers to Town of Winterville

Dear Roger:

Enclosed is the impact analysis requested in connection with the planned sale of distribution facilities along Church Street and Laurie Ellis Road in Winterville and transfer of fifteen (15) residential customers served from the lines to Winterville. The transfer includes the right of Winterville to serve all future customers in the immediate area of the facilities, consistent with the terms of the territorial settlement agreement dated September 21, 1994.

The sale, reconfiguration of facilities by GUC, and transfer of customers and service territory is in consideration of the payment by Winterville to GUC of an amount equivalent to the original installed cost of the GUC facilities (\$93,738.07). The facilities were constructed in 1988 (\$60,964.28), and 1994 (\$32,773.79), and are fully depreciated.

Revenues, energy sales, and estimated gross margins from the customers are .02% or less of the totals for GUC. The disposition of facilities will reduce GUC's operating and maintenance expenses, including repairs and replacements. Overall, the net present value of projected contribution margins from the customers is less than the proceeds of the sale net of the estimated cost of reconfiguration of the facilities (\$5,000).

Based on the analysis of past and current operating results of GUC's Electric System and any replacements or intended replacements, as required by Section 6(d)(2) of GUC's power supply agreement with North Carolina Eastern Municipal Power Agency, we support GUC's determination that "the proposed action will not have a material adverse effect on the Revenues or the operation of the Electric System, or materially increase the operating and maintenance expenses of its Electric System".

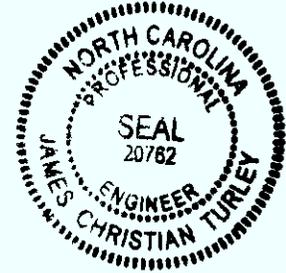
Mr. Roger Jones
December 2, 2009
Page 2

Please let us know if we may help further in this matter.

Sincerely,

BOOTH & ASSOCIATES, INC.


James C. Turley, PE



jct/kpp

cc: Mr. John T. Worrell
Mr. Cecil Rhodes
Mr. Mike Colo
Mr. Richard K. Booth, PE
Mr. Dwight E. Davis

09-6972-0001/140

Greenville Utilities Proposed Sale of Facilities and Transfer of Customers to Winterville

Summary: *Sale and reconfiguration of electric facilities serving fifteen customers to Town of Winterville. Discontinuance of service in area along Church Street and Laurie Ellis Road in which customers are located. Area is inside Winterville Town limits and subject to transfer in accordance with terms of territorial dispute settlement. Price of transaction, including facilities and reconfiguration, is equivalent to original cost basis of facilities (\$93,738.07). Facilities were constructed in 1988 (\$60,964.28) and 1994 (\$32,773.79) and are fully depreciated.*

	Customers			Greenville Utilities		
	FY 2006-07	FY 2007-08	FY 2008-09	FY 2006-07	FY 2007-08	FY 2008-09
Energy Sales (MWh)	180	166	222	1,561,876	1,629,620	1,633,476
Revenues	\$ 22,037	\$ 20,390	\$ 29,774	\$ 155,822,851	\$ 161,481,186	\$ 179,336,252
Power Costs:						
NCEMPA	\$ 18,658	\$ 17,044	\$ 25,379	\$ 126,522,400	\$ 130,805,532	\$ 151,809,682
SEPA	-	-	-	516,229	661,525	529,918
Total	\$ 18,658	\$ 17,044	\$ 25,379	\$ 127,038,629	\$ 131,467,058	\$ 152,339,601
Gross Margin	\$ 3,378	\$ 3,346	\$ 4,395	\$ 28,784,222	\$ 30,014,128	\$ 26,996,651

Energy %	0.01%	0.01%	0.01%
Revenue %	0.01%	0.01%	0.02%
Gross Margin %	0.01%	0.01%	0.02%

Average Gross Margin	\$ 3,707
Less: Operating Expenses [1]	450
Net Customer Contribution	<u>\$ 3,257</u>
Estimated Annual Growth [2]	1.0%

Ten Year NPV (6.0%)	\$ 25,206
Twenty Year NPV (6.0%)	\$ 40,754

[1] Allowance for variable operating expenses.

[2] Based on customer sales growth only. No allowance for additional customers.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE MAKING CERTAIN DETERMINATIONS AND FINDINGS AND AUTHORIZING THE SALE OF A PORTION OF THE CITY'S ELECTRIC DISTRIBUTION SYSTEM AND CUSTOMER ACCOUNTS

WHEREAS, the Greenville Utilities Commission ("GUC") of the City of Greenville (the "City") has caused an analysis and study to be made of the effects of the sale of a portion of the GUC's electric distribution facilities and approximately 15 customer accounts related to such facilities (the "System Assets"); and

WHEREAS, the sale of the System Assets is part of the consideration to be exchanged by the GUC and the Town of Winterville in connection with a territorial agreement they have negotiated and intend to execute; and

WHEREAS, Booth & Associates, Inc., GUC's consulting engineer, has undertaken the analysis and study and presented its conclusions to GUC and this Council, and

WHEREAS, as a result of the conclusions reached by GUC's consulting engineer, GUC determined that it would be in the best interest to sell the System Assets; and

WHEREAS, as a result of the conclusions reached by GUC's consulting engineer, and the determination made by the GUC, this Council believes that it would be in the best interests of GUC to sell the System Assets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

(1) It is hereby found and determined that the sale of the System Assets is in the best interest of GUC and that such sale:

(a) Will not have a material adverse effect on the revenues or the operation of GUC's electrical system; and

(b) Will not materially increase the operating and maintenance expenses of GUC's electric system.

(2) In making the foregoing determination, this Council has reviewed the analysis and study of the effects of the proposed sale undertaken and prepared by GUC's consulting engineer, the conclusions reached therein, and GUC's determination made as a result of such conclusions, and has taken into account, among other things, the past and current operating results of GUC's electric system and any replacements or intended replacements for the portion of the electric system to be sold.

(3) The Mayor is hereby authorized and directed to transmit a copy of this resolution to the Board of Directors of North Carolina Eastern Municipal Power Agency (the "Power Agency"), together with a copy of the aforementioned analysis and study, with the request that said Board concur in writing with the determination made herein in accordance with the provisions of

Section 6(d)(2) of the Project Power Sales Agreement, dated July 30, 1981, as amended, by and among the City, GUC, and the Power Agency.

(4) The Mayor is further authorized and directed to proceed with the sale of the System Assets upon receipt of the written concurrence of the Power Agency's Board of Directors.

(5) This action shall become effective upon its adoption.

Adopted this ____ day of _____, 2010.

Patricia C. Dunn, Mayor

SEAL

Attest:

Patricia A. Sugg, Interim City Clerk



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Presentation of the proposed fiscal year 2010-2011 operating budget and fiscal year 2011-2012 financial plan for:

- a. Pitt-Greenville Convention and Visitors Authority
- b. Sheppard Memorial Library
- c. Greenville Utilities Commission
- d. City of Greenville

Explanation: As provided in the approved budget schedule, staff will present the proposed fiscal year 2010-2011 operating budget and the fiscal year 2011-2012 financial plan during the May 10, 2010, City Council meeting. Representatives from the Pitt-Greenville Convention and Visitors Authority, Sheppard Memorial Library, and Greenville Utilities Commission will also present their budgets at the meeting.

The proposed budgets will be scheduled for additional discussion/comment during the May 13 and May 24, 2010, City Council meetings. In compliance with Section 160A-148(5) of the North Carolina General Statutes, the City Council will conduct a public hearing on June 7 and consider adopting the annual budget ordinance on June 10.

Fiscal Note: The final amount for each of the budgets will be determined by City Council action at the June 10, 2010, City Council meeting.

Recommendation: Receive presentations on the proposed fiscal year 2010-2011 operating budgets and fiscal year 2011-2012 financial plans.

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Eastern Regional Basketball Tournament status report

Explanation: For many years the North Carolina High School Athletic Association's Eastern Regional Basketball Tournament has been hosted in Greenville. This was made possible through corporate sponsorships along with the support and involvement of the City of Greenville, Pitt County Schools, East Carolina University, the Greenville-Pitt County Chamber of Commerce, and the Convention and Visitors Bureau.

The latest contract for this event expired following the 2010 tournament. While the City has the option to request renewal of this contract, economic conditions have resulted in the loss of the tournament's corporate sponsors.

This briefing will update City Council on the status of the search to secure other sponsors and the anticipated future of the tournament here in Greenville.

Fiscal Note: The 2010 tournament generated \$173,803 in revenues and approximately \$189,800 in expenditures, for a total City subsidy of about \$16,000.

Recommendation: Receive a report from staff.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Resolution of intent to close portions of Twelfth Street and Lawrence Street

Explanation: Attached for City Council's consideration is a resolution of intent to close a portion of Twelfth Street from Charles Street to Lawrence Street and a portion of Lawrence Street from Eleventh Street to Twelfth Street. The City received the attached petition from the Board of the Greenville Masonic Temple located at 1104 Charles Street on behalf of the Edwards Communities Development Company of Columbus, Ohio, requesting the closure and abandonment of the segments of streets. The attached proposed Street Closing Map prepared by Rivers & Associates presents the identified street segments requested to be closed.

The Edwards Communities Development Company is pursuing the development of a new student living complex in Greenville. The proposed site is located north of 14th Street, east of Charles Boulevard, south of Eleventh Street, and west of Green Mill Run. The developer has identified that it will be necessary to acquire various properties, portions of properties, and portions of street rights-of-way to facilitate the construction of this proposed development. The attached vicinity map identifies the parcels associated with this development. The developer is also in the process of pursuing the necessary permits for the project.

Based on the proposed site plans for the development, staff does not have an objection to the request for closing the public rights-of-way associated with the identified street segments of Twelfth Street and Lawrence Street. The petition included a request to close a portion of the public right-of-way at the intersection of Anderson Street and Eleventh Street. Staff identified that it would not be prudent to abandon this portion of the public right-of-way and there was a need to retain the public right-of-way for the existing utilities infrastructure. This matter has been discussed with the developer's representatives. The portion of the public right-of-way at the intersection of Anderson Street and Eleventh Street requested to be closed was removed with the agreement of the developer. Therefore, the Street Closing Map was revised accordingly and resubmitted. (Please refer to the attached.)

The attached resolution declaring the intent to close the portion of Twelfth Street from Charles Street to Lawrence Street and the portion of Lawrence Street from Eleventh Street to Twelfth Street begins the public input process. This Notice of Intent will be advertised in The Daily Reflector on four consecutive Mondays (May 17, May 24, May 31, and June 7, 2010). Signs will also be posted at the locations of closing advertising the public hearing. City Council will hold a public hearing on Thursday, June 10, 2010, to hear from affected persons and to consider closing the streets. City staff has reviewed the request and, based on input from all departments, there are no objections to the closing.

The order closing the public rights-of-way for the identified street segments of Twelfth Street and Lawrence Street shall become effective when the following condition is met:

The recordation of a final plat in accordance with the Subdivision Regulations for Greenville, North Carolina, which combines the lots, as identified with the Pitt County Register of Deeds Office, consisting of Parcels 32776, 19412, 01661, 24471, 19730, 01428, and the eastern portion of Parcel 29048, so that said lots are one lot of record.

Please refer to the attached vicinity map.

The final plat will include dedicated utility easements for all utilities to remain, as reflected on the street closing map.

Fiscal Note:

Upon recordation of a final plat, the City will not be responsible for the maintenance of the identified street segments of Twelfth Street and Lawrence Street and will not receive Powell Bill funds for these street segments.

Recommendation:

Adopt the attached resolution of intent to close a portion of Twelfth Street from Charles Street to Lawrence Street and a portion of Lawrence Street from Eleventh Street to Twelfth Street.

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

Attachments / click to download

- [📄 Street Closing Map](#)
- [📄 Aerial Street Closing Map](#)
- [📄 Petition for 12th and Lawrence](#)
- [📄 Resolution of Intent to Close Portions of Twelfth and Lawrence Streets 865402](#)

RESOLUTION NO. 10-____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
DECLARING ITS INTENT TO CLOSE
PORTIONS OF TWELFTH STREET AND LAWRENCE STREET

WHEREAS, the City Council has received a petition to close a portion of Twelfth Street from Charles Street to Lawrence Street and a portion of Lawrence Street from Eleventh Street to Twelfth Street; and,

WHEREAS, the City Council intends to close said streets, in accordance with the provisions of G.S. 160A-299;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it is the intent of the City Council to close said street rights-of-way, more particularly described as follows:

To Wit: The 60 foot wide right of way of a portion of the 500 block of Twelfth Street, the 50 foot wide right of way of the 1100 block of Lawrence Street, and a the 60 foot right of way of a portion of the 500 block of Charles Street as shown on the plat entitled, "Street Closing Map For A Portion Of Lawrence Street, Twelfth Street and Charles Street", prepared by Rivers and Associates, Inc. Drawing No. Z-2527, dated March 18, 2010, last revised April 21, 2010.

Location: Lying and being in the City of Greenville, Pitt County, North Carolina, south and east of Charles Street, generally bounded on the north and west by the Greenville Masonic Temple – no deed recovered and the Alpha Xi Delta Building Corporation property recorded in Deed Book C 35, Page 701; and bounded generally on the east and south by the Green Mill Run, LLC property recorded in Deed Book 1650, Page 820; the Peggy S. Corbitt, etal property recorded in Deed Book 900, Page 809; the Eric Maertz property recorded in Deed Book 2592, Page 683; the Morris Moye, Jr., etux property recorded in Deed Book 2182, Page 863; the Robert Montaquila, etux property recorded in Deed Book 596, Page 203; and the Frank Hart Trust property recorded in Deed Book 1359, Page 266 and more accurately described as follows:

BEGINNING at an existing iron pipe, said pipe being located in the eastern right of way of Twelfth Street said point further being the northwest corner of the Greenville Masonic Temple property and the southwest corner of the Gamma Rho Housing Corporation recorded in Deed Book 270, Page 578, thence from said POINT OF BEGINNING and with the right of way of Twelfth Street $S10^{\circ}42'38''$ W - 208.72 feet; thence running with a sight distance triangle $S 22^{\circ}53'48''$ E - 18.07 feet to a point in the northern right of way of Twelfth Street; thence continuing with the right of way $S 79^{\circ}01'13''$ E - 292.22 feet to the intersection of the northern right of way of Twelfth Street and the western right of way of Lawrence Street; thence with the western right of way of Lawrence Street $N 10^{\circ}24'12''$ E - 224.02 feet to an existing iron pipe, the northeast corner of the Greenville Masonic Temple property, said point also being the southeast corner of the Alpha Xi Delta Building Corporation property; thence continuing with the western right of way of Lawrence Street $N11^{\circ}01'37''$ E - 146.33 feet to the intersection of the western right of way of Lawrence Street and the southern right of way of Eleventh Street, said point also being the northeast corner of the Alpha Xi Delta Building Corporation property; thence with a new line $S 78^{\circ}49'17''$ E - 50.00 feet to the intersection of the southern right of way of Eleventh Street and the eastern right of way of Lawrence Street, said point also being the northwest

corner of the Peggy S. Corbitt, etal property; thence with the eastern right of way of Lawrence Street S 11°00'36" W - 144.89 feet to an existing axle, said point being the common property corner between the Peggy S. Corbitt, etal property and the Green Mill Run, LLC property; thence continuing with the eastern right of way of Lawrence Street S10°24'12" W - 359.25 feet to a point, said point being the southwest corner of the Green Mill Run, LLC property and being on the northern property line of the Cheyenne Court, Inc. property recorded in Deed Book 2656, Page 113; thence with the Cheyenne Court, Inc. property line N 79°51'59" W - 53.26 feet to a point in the western right of way of Lawrence Street, said point also being the southeast corner of the Eric Maertz property; thence with the western right of way of Lawrence Street N 10°48'29" E - 74.91 feet to the intersection with the southern right of way of Twelfth Street; thence cornering and running with the southern right of way of Twelfth Street N 79°11'31" W - 61.73 feet to a point, said point being the common corner of the Eric Maertz property and the Morris Moye, Jr., etux property; thence continuing with the southern right of way of Twelfth Street N 79°01'13"W - 123.09 feet to a point, said point being the common corner of the Robert Montaquila, etux property and the Frank Hart Trust property; thence continuing with the southern right of way of Twelfth Street N 79°07'57" W - 119.71 feet to a point, said point being the northwest corner of the Frank Hart Trust property; thence with a new line N 35°53'01" W - 69.29 feet to a point; thence continuing with a new line N 10°42'38" E - 124.00 feet to a point in the eastern right of way of Charles Street; thence with a curve in a counter-clockwise direction, having a radius of 206.39 feet, a chord bearing of N 34°42'05" E, and a distance of 122.97 feet to the POINT OF BEGINNING; containing 1.3 acres more or less, and as shown on "A Street Closing Map For A Portion Of Lawrence Street, Twelfth Street and Charles Street", prepared by Rivers & Associates Inc., Drawing No. Z-2527 dated March 18, 2010, last revised April 21, 2010.

BE IT FURTHER RESOLVED that a public hearing will be held in the Council Chamber, City Hall, Greenville, North Carolina, on the 10th day of June, 2010 at 7:00 p.m., to consider the advisability of closing portions of the aforesaid streets. At such public hearing, all objections and suggestions will be duly considered.

BE IT FURTHER RESOLVED that a copy of this resolution be published once a week for four (4) consecutive weeks in The Daily Reflector; that a copy of this resolution be sent by certified mail to the owners of property adjacent to the above described street, as shown on the County tax records, and that a copy of this resolution be posted in at least two (2) places along the portion of the street to be closed.

Duly adopted this the 10th day of May, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Patricia A. Sugg, Interim City Clerk

LEGEND

- TP ○ TELEPHONE PEDESTAL
- ☆ LIGHT POLE
- ⊙ SANITARY SEWER MANHOLE
- WM ○ WATER METER
- WV ⊞ WATER VALVE
- WMV ⊞ WATER METER VAULT
- ⊞ CATCH BASIN
- ⊞ STORM DRAINAGE MANHOLE
- SIGN
- SD SATELLITE DISH
- MW MONITORING WELL
- UTILITY POLE
- LIGHT POLE / UTILITY POLE
- EXISTING LOT NUMBER
- EXISTING BLOCK NUMBER
- W — WATER LINE
- UGE — UNDERGROUND ELECTRIC
- OHE — OVERHEAD ELECTRIC
- ==== STORM DRAINAGE LINES
- S — SANITARY SEWER MAIN
- OHT — OVERHEAD TELEPHONE
- G — UNDER GROUND GAS/SERVICE

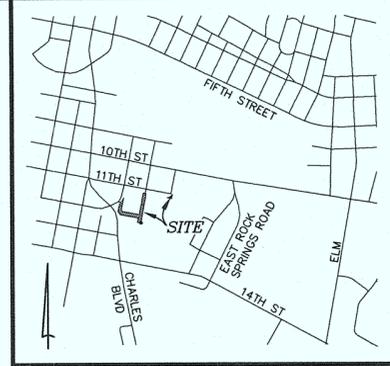
- ASPHALT
- CONCRETE
- GRAVEL
- F.P. FLAG POLE
- E.I.P. EXISTING IRON PIPE
- I.P.S. IRON PIPE SET
- N.P.S. NO PIPE SET
- N/F. NOW OR FORMERLY
- P.N. PARCEL NUMBER
- M.B. MAP BOOK
- P.G. PAGE
- D.B. DEED BOOK
- CLF CHAIN LINK FENCE
- EX. EXISTING
- E. AXLE EXISTING AXLE
- R/W RIGHT OF WAY
- B/B BACK TO BACK
- AKA ALSO KNOWN AS
- CO ○ CLEAN OUT
- CONC. CONC.
- C.P. CONCRETE PIPE
- FH FIRE HYDRANT
- T ELECTRIC TRANSFORMER
- ESB ELECTRIC SERVICE BOX
- D.P. DUMPSTER PAD
- W.P. WOOD POST
- 50' INGRESS/EGRESS & GENERAL UTILITY EASEMENT
- 30' SANITARY SEWER EASEMENT
- GENERAL UTILITY EASEMENT

REFERENCES

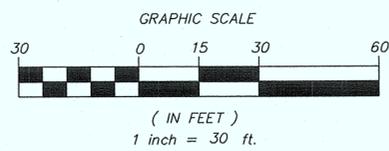
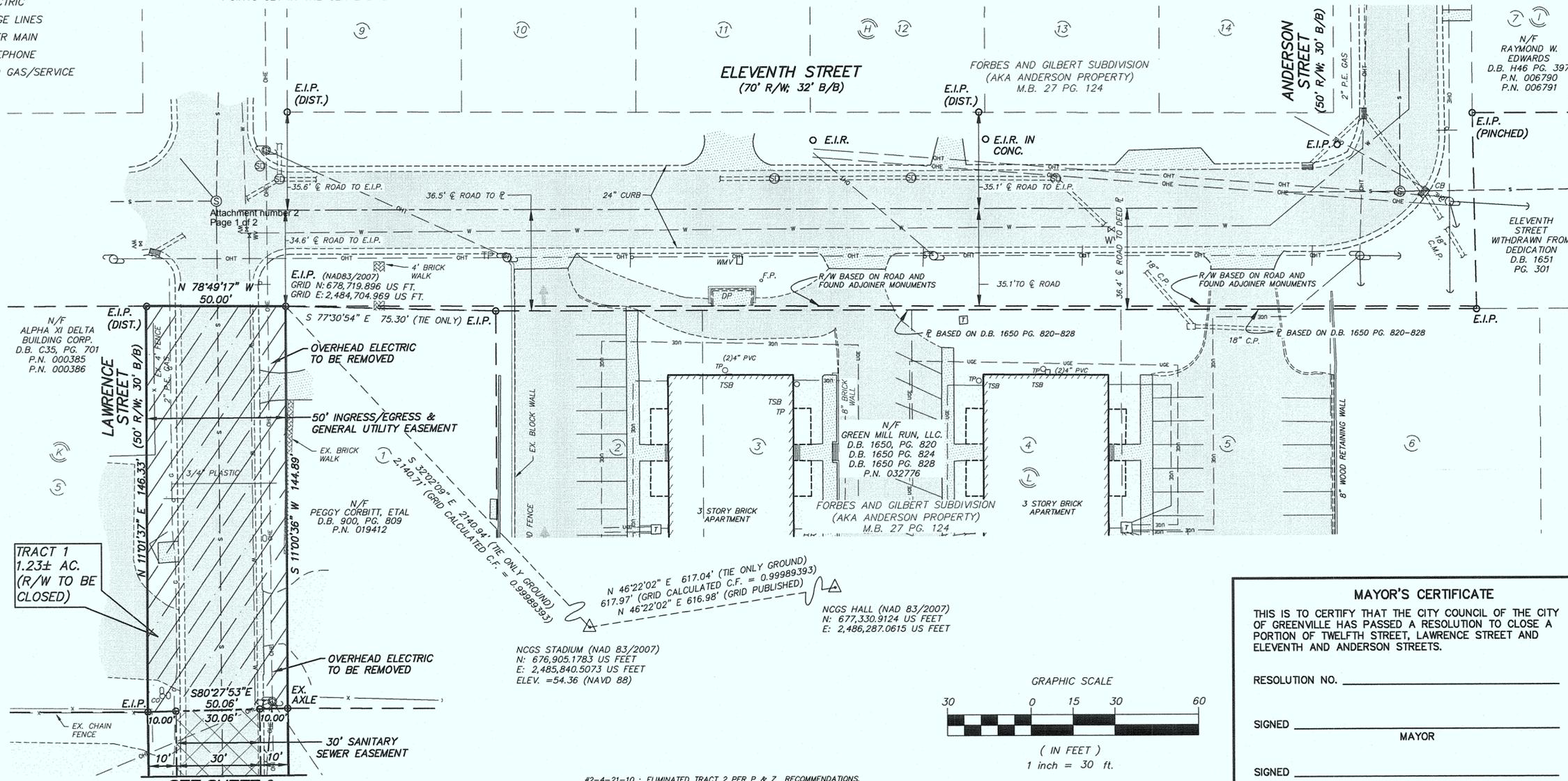
- D.B. 2656 PG. 113
- D.B. 1711 PG. 465
- D.B. 1650 PG. 820
- D.B. 1650 PG. 824
- D.B. 1650 PG. 828
- D.B. H46 PG. 397
- D.B. 2592 PG. 683
- D.B. 2182 PG. 863
- D.B. 596 PG. 203
- M.B. 31 PG. 90
- M.B. 27 PG. 124A
- D.B. V 32 PG. 516
- D.B. 615 PG. 254
- D.B. D 33 PG. 662
- D.B. Y 33 PG. 258
- D.B. Y 33 PG. 245
- M.B. 10 PG. 130
- STATE HIGHWAY BOOK 1 PAGE 17
- STATE HIGHWAY BOOK 2 PAGE 22-B
- RIVERS & ASSOCIATES DRAWING W-950-A
- RIVERS & ASSOCIATES DRAWING E-287-B

NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS, IN FEET.
2. AREA DETERMINED BY COORDINATES.
3. 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.
4. 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.
5. 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.
6. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN ARE COMPRISED OF ALL SUCH UTILITIES IN THE AREA OF SURVEY EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR DOES HEREBY CERTIFY THAT ALL UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY UNCOVERED AND LOCATED ANY UNDERGROUND UTILITIES).
7. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS, OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
8. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS, AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES, AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.



Vicinity Map
SCALE: 1" = 2000'



MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF TWELFTH STREET, LAWRENCE STREET AND ELEVENTH AND ANDERSON STREETS.

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

#2-4-21-10 : ELIMINATED TRACT 2 PER P & Z RECOMMENDATIONS.
REVISIONS: #1-4-09-10 : REVISED PER MASONIC LODGE TITLE PACKAGE, ADDITIONAL LOCATIONS AND CITY REVIEW COMMENTS.

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____
A REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
DATE _____

SOURCE OF TITLE

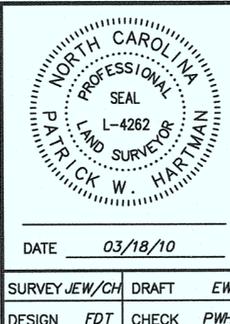
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: (AS NOTED ABOVE)

PROFESSIONAL LAND SURVEYOR _____
REGISTRATION NO. L-4262

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY CHAD HOLLAND AND JAMES E. WHITE FROM 12/23/09 - 1/12/10 ; 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) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18TH DAY OF MARCH, 2010.

PROFESSIONAL LAND SURVEYOR _____
REGISTRATION NUMBER L-4262



Rivers & Associates, Inc.
107 East Second Street
Greenville, NC 27658 (252) 752-4135

Engineers
Planners
Surveyors
N.C. LIC. NO. F-0334

6131 Falls of Neuse Road, Suite 300
Raleigh, NC 27609 (919) 849-3347

STREET CLOSING MAP FOR
A PORTION OF LAWRENCE STREET, TWELFTH STREET AND CHARLES STREET

CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

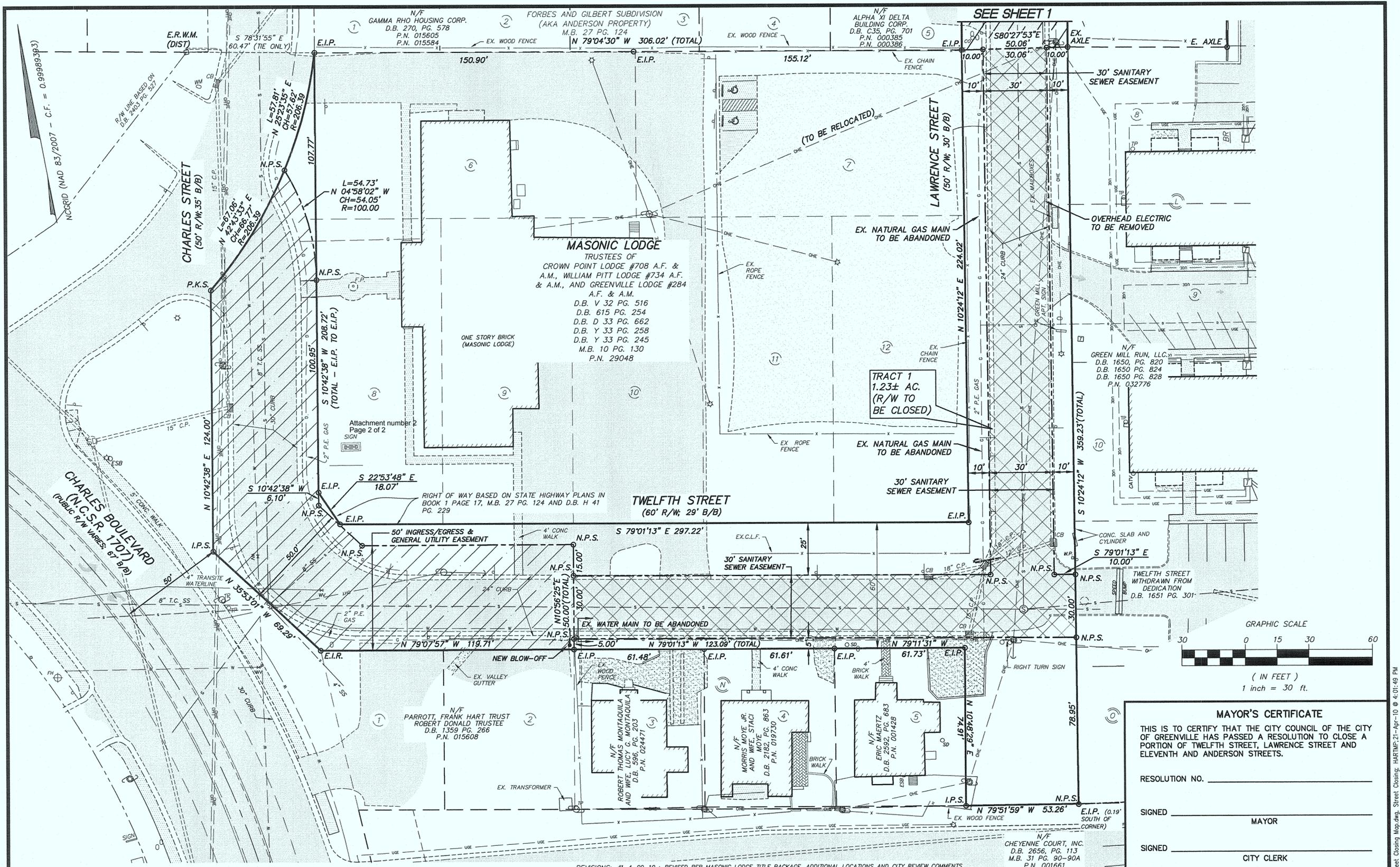
DATE 03/18/10

SURVEY/JEW/CH DRAFT EW
DESIGN FDT CHECK PWH

SCALE 1" = 30'

DRAWING NO. Z-2527

SHEET 1 OF 2



MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GREENVILLE HAS PASSED A RESOLUTION TO CLOSE A PORTION OF TWELFTH STREET, LAWRENCE STREET AND ELEVENTH AND ANDERSON STREETS.

RESOLUTION NO. _____

SIGNED _____ MAYOR

SIGNED _____ CITY CLERK

REVISIONS: #1-4-09-10 : REVISED PER MASONIC LODGE TITLE PACKAGE, ADDITIONAL LOCATIONS AND CITY REVIEW COMMENTS.

LEGEND
SEE SHEET 1

REFERENCES
SEE SHEET 1

NOTES
SEE SHEET 1

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____
A REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
DATE _____

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS: (AS NOTED ABOVE)

PROFESSIONAL LAND SURVEYOR _____
REGISTRATION NO. L-4262

NORTH CAROLINA, PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY CHAD HOLLAND AND JAMES E. WHITE FROM 12/23/09 - 1/12/10 ; 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) THAT THIS SURVEY IS OF ANOTHER CATEGORY, BEING A SURVEY FOR A STREET CLOSING. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18TH DAY OF MARCH, 2010.

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

DATE 03/18/10

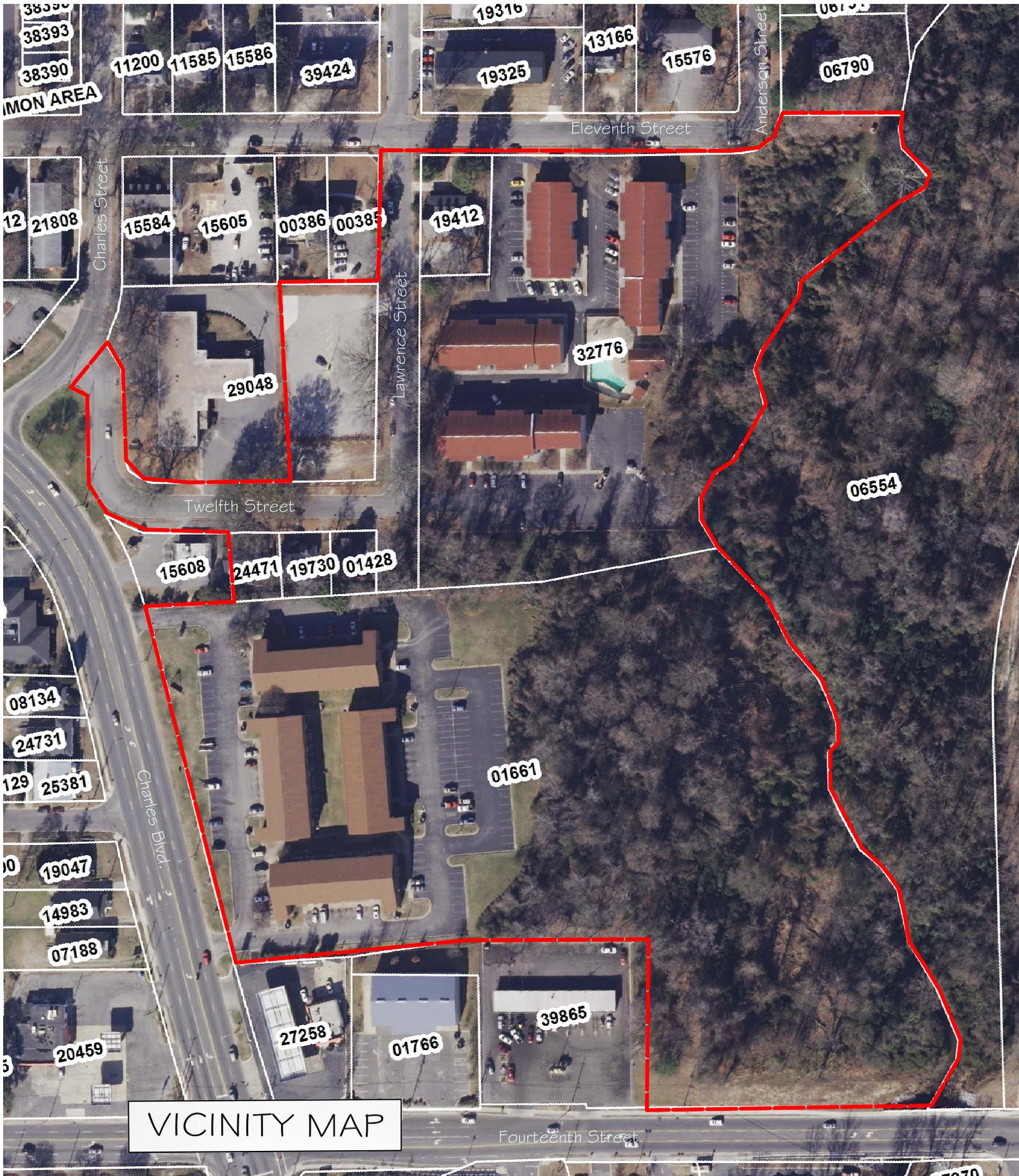
SURVEY JEW/CH DRAFT EW
DESIGN FDT CHECK PWH

STREET CLOSING MAP FOR
A PORTION OF LAWRENCE STREET, TWELFTH STREET AND CHARLES STREET
 CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SCALE 1" = 30'

DRAWING NO. Z-2527

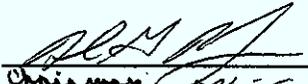
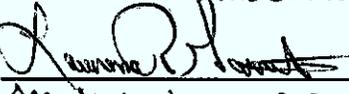
SHEET 2 OF 2



PETITION FOR PROPERTY OWNERS TO CLOSE
A STREET

We the undersigned owner(s) of real property adjoining 500 block(s) of East Twelfth Street and 1100 block(s) of Lawrence Street and a portion of the Eleventh Street / Anderson Street intersection, do hereby petition the City Council of the City of Greenville, North Carolina to permanently close the street as described on Exhibit "A" attached.

Signatures of the person(s) requesting the street closing shall be as follows: Property owned by more than one individual shall be signed by all owners. Property owned by husband and wife (tenants in common) both shall sign the petition. Property owned by corporation shall be signed by president or vice president and secretary. Signatures of all remaining property owners should be listed on the attached sheet.

<u>Signature</u>	<u>Name</u>	<u>Address</u>	<u>PIN</u>
 Chairman <u>Alvis G. Roberson, Jr.</u>	Greenville Masonic Temple Board	1104 Charles Street Greenville, NC 27834	029048
 Secretary <u>Lawrence R. Garrett</u>			

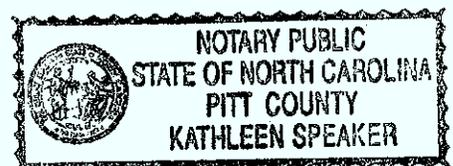
North Carolina
Pitt County

I, Kathleen Speaker, a Notary Public in and for the aforesaid County and State, do hereby certify that Lawrence R. Garrett, Secretary & Alvis G. Roberson, Jr., Chairman of the Greenville Masonic Temple Board, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 22nd day of March, 2010

MY COMMISSION EXPIRES 9-17-2011

NOTARY PUBLIC



Item # 22

Petition to Close the 500 block of East Twelfth Street
and the 1100 block of Lawrence Street
and a portion of Eleventh Street / Anderson Street

ADJACENT PROPERTY OWNER LIST

Listed below are the signatures of all property owners adjacent to the portion of the street to be closed as shown on tax records in the Pitt County Tax Supervisor's Office:

<u>Signature</u>	<u>Name</u>	<u>Address</u>	<u>PIN</u>
	Frank Hart Trust Donald Parrott, Trustee	1003 Red Banks Road Greenville, NC 27858	15608
<i>Robert T. Montaquila</i> <i>Lucy G. Montaquila</i>	Robert T. Montaquila and Lucy G. Montaquila	568 Whitehorse Drive Greenville, NC 27834	24471
	Morris Moye, Jr. and Staci Moye	PO Box 1704 Greenville, NC 27834	19730
<i>Eric Maertz</i>	Eric Maertz	510 East Twelfth Street Greenville, NC 27858	01428
	Green Mill Run, LLC	PO Box 9886 Greensboro, NC 27429	32776
	Alpha Xi Delta Building Corporation	2855 Charles Boulevard Greenville, NC 27858	00385
<i>Herbert M. Wilkerson by</i> <i>Christine Edwards, POA</i>	Peggy S. Corbitt and Herbert M. Wilkerson	306 Granville Drive Greenville, NC 27858	19412

Petition to Close the 500 block of East Twelfth Street
and the 1100 block of Lawrence Street
and a portion of Eleventh Street / Anderson Street

ADJACENT PROPERTY OWNER LIST

Listed below are the signatures of all property owners adjacent to the portion of the street to be closed as shown on tax records in the Pitt County Tax Supervisor's Office:

<u>Signature</u>	<u>Name</u>	<u>Address</u>	<u>PIN</u>
	Frank Hart Trust Donald Parrott, Trustee	1003 Red Banks Road Greenville, NC 27858	15608
	Robert T. Montaquila and Lucy G. Montaquila	568 Whitehorse Drive Greenville, NC 27834	24471
	Morris Moye, Jr. and Staci Moye	PO Box 1704 Greenville, NC 27834	19730
	Eric Maertz	510 East Twelfth Street Greenville, NC 27858	01428
	Green Mill Run, LLC	PO Box 9886 Greensboro, NC 27429	32776
	Alpha Xi Delta Building Corporation	2855 Charles Boulevard Greenville, NC 27858	00385
	Peggy S. Corbitt and Herbert M. Wilkerson	306 Granville Drive Greenville, NC 27858	19412

Petition to Close the 500 block of East Twelfth Street
and the 1100 block of Lawrence Street
and a portion of Eleventh Street / Anderson Street

ADJACENT PROPERTY OWNER LIST

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	Robert T. Montaquila and Lucy G. Montaquila	568 Whitehorse Drive Greenville, NC 27834	24471
	Morris Moye, Jr. and Staci Moye	PO Box 1704 Greenville, NC 27834	19730
	Eric Maertz	510 East Twelfth Street Greenville, NC 27858	01428
<i>Joseph M. Brantley</i> <i>Manager Member</i>	Green Mill Run, LLC	PO Box 9886 Greensboro, NC 27429	32776
	Alpha Xi Delta Building Corporation	2855 Charles Boulevard Greenville, NC 27858	00385
	Peggy S. Corbitt and Herbert M. Wilkerson	306 Granville Drive Greenville, NC 27858	19412

Petition to Close the 500 block of East Twelfth Street
and the 1100 block of Lawrence Street
and a portion of Eleventh Street / Anderson Street

ADJACENT PROPERTY OWNER LIST

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	Frank Hart Trust Donald Parrott, Trustee	1003 Red Banks Road Greenville, NC 27858	15608
	Robert T. Montaquila and Lucy G. Montaquila	568 Whitehorse Drive Greenville, NC 27834	24471
	Morris Moye, Jr. and Staci Moye	PO Box 1704 Greenville, NC 27834	19730
	Eric Maertz	510 East Twelfth Street Greenville, NC 27858	01428
	Green Mill Run, LLC	PO Box 9886 Greensboro, NC 27429	32776
<i>Anna M. Weaver</i>	Alpha Xi Delta Building Corporation	2855 Charles Boulevard Greenville, NC 27858	00385
	Peggy S. Corbitt and Herbert M. Wilkerson	306 Granville Drive Greenville, NC 27858	19412

EXHIBIT "A"

To Wit: The 60 foot wide right of way of a portion of the 500 block of Twelfth Street, the 50 foot wide right of way of the 1100 block of Lawrence Street, and a portion of the right of way at the intersection of Eleventh Street and Anderson Street as shown on the plat entitled, "Street Closing Map For Edwards Communities Development Company", prepared by Rivers and Associates, Inc. Drawing No. Z-2527, dated February 26, 2010.

Location: Lying and being in the City of Greenville, Pitt County, North Carolina, south and east of Charles Street, generally bounded on the north and west by the Greenville Masonic Temple – no deed recovered and the Alpha Xi Delta Building Corporation property recorded Deed Book C 35, Page 701; and bounded generally on the east and south by the Green Mill Run, LLC property recorded in Deed Book 1650, Page 820; the Peggy S. Corbitt etal property recorded in Deed Book 900, Page 809; the Eric Maertz property recorded in Deed Book 2592, Page 683; the Morris Moye, Jr. etux property recorded in Deed Book 2182, Page 863; the Robert Montaquila etux property recorded in Deed Book 596, Page 203; and the Frank Hart Trust property recorded in Deed Book 1359, Page 266 and more accurately described as follows:

Tract 1

BEGINNING at a set iron pipe, said pipe being located in the eastern right of way of Twelfth Street said point further being the northwest corner of the Greenville Masonic Temple property and the southwest corner of the Gamma Rho Housing Corporation recorded in Deed Book 270 Page 578, thence from said POINT OF BEGINNING and with the right of way of Twelfth Street S 10°42'38" W 208.72 feet; thence running with a sight distance triangle S 34°09'17" E 21.26 feet to a point in the northern right of way Twelfth Street; thence continuing with the right of way S 79°01'13" E 292.22 feet to the intersection of the northern right of way of Twelfth Street and the western right of way of Lawrence Street; thence with the western right of way of Lawrence Street N 10°24'12" E 224.02 feet to the northeast corner of the Greenville Masonic Temple property, said point also being the southeast corner of the Alpha Xi Delta Building Corporation property; thence continuing with the western right of way of Lawrence Street N 11°01'37" E 146.18 feet to the intersection of the western right of way of Lawrence Street and the southern right of way of Eleventh Street, said point also being the northeast corner of the Alpha Xi Delta Building Corporation property; thence with a new line S 78°59'24" E 50.00 feet to the intersection of the southern right of way of Eleventh Street and the eastern right of way of Lawrence Street, said point also being the northwest corner of the Peggy S. Corbitt etal property; thence with the eastern right of way of Lawrence Street S 11°00'36" W 144.89 feet to an existing axle, said point being the common property corner between the Peggy S. Corbitt etal property and the Green Mill Run, LLC property; thence continuing with the eastern right of way of Lawrence Street S 10°24'12" W 359.25 feet to an existing iron pipe, said point being the southwest corner of the Green Mill Run, LLC property and being on the northern property line of the Cheyenne Court, Inc. property recorded in Deed Book 2656, Page

113; thence with the Cheyenne Court, Inc. property line N 79°51'59" W 53.26 feet to a point in the western right of way of Lawrence Street, said point also being the southeast corner of the Eric Maertz property; thence with the western right of way of Lawrence Street N 10°48'29" E 74.91 feet to the intersection with the southern right of way of Twelfth Street; thence cornering and running with the southern right of way of Twelfth Street N 79°11'31" W 61.73 feet to a point, said point being the common corner of the Eric Maertz property and the Morris Moye, Jr. etux property; thence continuing with the southern right of way of Twelfth Street N 79°01'13" W 123.09 feet to a point, said point being the common corner of the Robert Montaquila etux property and the Frank Hart Trust property; thence continuing with the southern right of way of Twelfth Street N 79°07'57" W 119.71 feet to a point, said point being northwest corner of the Frank Hart Trust property; thence with a new line N 35°53'01" W 69.29 feet to a point; thence continuing with a new line N 10°42'38" E 124.00 feet to a point in the eastern right of way of Charles Street; thence with a curve in a counter-clockwise direction, having a radius of 206.39 feet, a chord bearing of N 34°42'05" E, and a distance of 122.97 feet to the POINT OF BEGINNING; containing 1.227 acres more or less, and as shown on "A Street Closing Map For Edwards Communities Development Company", prepared by Rivers & Associates Inc., Drawing No. Z-2527 dated February 26, 2010.

Tract 2

BEGINNING at an existing iron pipe, said pipe being located in at the intersection of the eastern right of way of Anderson Street and the southern right of way of Eleventh Street, thence from said POINT OF BEGINNING and with the right of way of Eleventh Street N 78°57'04" E 72.29 feet; thence leaving the right of way of Eleventh Street and with a new curve in a counter-clockwise direction, having a radius of 70.91 feet, a chord bearing of N 56°02'56" E, and a chord distance of 100.28 feet to point in the eastern right of way of Anderson Street, said point also being the southwest corner of the Raymond W. Edwards property recorded in Deed Book H 46 Page 397; thence with the eastern right of way of Anderson Street S 09°56'13" W 70.92 feet to the POINT OF BEGINNING; containing 0.026 acres more or less, and as shown on "A Street Closing Map For Edwards Communities Development Company", prepared by Rivers & Associates Inc., Drawing No. Z-2527 dated February 26, 2010.



City of Greenville, North Carolina

Meeting Date: 5/10/2010
Time: 6:00 PM

Title of Item: Audit Services Contract

Explanation: The City Council approved awarding the fiscal year 2009-2010 Audit Services Contract to Martin Starnes and Associates at its April 19, 2010 meeting with a condition. The Council's action was as follows, "to award a contract for auditing services to Martin Starnes & Associates, CPAs, P.A., said contract to be for an intended engagement period of five years but subject to approval of a contract on an annual basis and with the condition that there be a different engagement partner from the FY 2008-2009 engagement partner commencing with the audit for FY 2009-2010".

Staff has been in regular contact with Martin Starnes & Associates (MSA) representative, Paula Hodges, Audit Director, since that time attempting to obtain a response from MSA about its ability to assign another engagement partner to the City's audit contract. Ms. Hodges advised staff on May 3, 2010, that MSA has only two partners and that Bryan Starnes is the only partner qualified to oversee the City's audit contract. A copy of Ms. Hodges' letter is attached.

As an alternative, MSA proposes that the City Council accept its amended proposal to reflect that the City's Audit Team will not have an engagement partner assigned to it. Instead, MSA proposes that Ms. Hodges assume the duties assigned to Mr. Starnes as engagement partner that was contained in the firm's original proposal. A copy of the original proposal is attached and labeled, "ORIGINAL"; the amended proposal is attached and labeled, "AMENDED". Ms. Hodges has performed the role of audit director for the City's audit for the past seven years.

Since the requirements of the City Council's motion cannot be met by MSA, staff seeks guidance from the City Council as to how to proceed.

Fiscal Note: Funds are included in the operating budget for the annual audit.

Recommendation: Select one of the following options:

1. Withdraw the award of the contract for Auditing Services made at the April 19, 2010, meeting due to the inability of Martin Starnes CPA's, P.A. to be able to comply with a condition of the award and award the contract for Auditing Services to Martin Starnes & Associates, CPA's, P.A., said contract to be for an intended engagement period of five (5) years but subject to approval of a contract on an annual basis and with Paula P. Hodges, as Audit Director, directing the audit for FY 2009-2010 without an engagement partner.
2. Withdraw the award of the contract for Auditing Services made at the April 19, 2010, meeting due to the inability of Martin Starnes CPAs, P.A. to be able to comply with a condition of the award and award the contract for Auditing Services to McGladrey & Pullen, LLP, said contract to be for an intended engagement period of five (5) years but subject to approval of a contract on an annual basis and with Lou Cannon as the designated engagement partner for the audit for FY 2009-2010.

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

Attachments / click to download

-  [Original Proposal](#)
-  [Amended Proposal](#)
-  [Letter from Martin Starnes](#)

**CITY OF GREENVILLE, NORTH CAROLINA
GREENVILLE UTILITIES COMMISSION
SECTION II – AUDIT APPROACH AND COST ESTIMATE**



**Requirement A
Audit Programs**

We use “canned programs” from Practitioner’s Publishing Company (PPC) for administrative purposes. The audit programs for the balance sheet analysis will either be internally developed or a modified version of PPC’s audit programs. We will modify those audit programs to specifically address the identified risks of the engagement and to meet the specific needs of the City, GUC, Library, and CVA’s fund and accounting structure. Our substantive analytic review procedures are designed specifically for the City and GUC and are approved by the Senior Manager during the planning stages of the audit. We will interview many members of the City and GUC’s staff to document our understanding of internal controls and accounting procedures. We DO NOT use “mind-numbing” checklist to fill our work papers with forms. Every procedure we perform will have a specific purpose and audit objective in mind.

**Requirement B
Audit Team Organization**

<u>Staff Assigned</u>	<u>Percentage Of Time</u>
Bryan W. Starnes, Engagement Partner	5%
Paula P. Hodges, Audit Director	10%
Senior Audit Manager	25%
Senior Accountant/ Audit Manager	35%
Staff Accountant	25%

The Senior Accountant /Audit Manager will supervise the on-site fieldwork with close oversight by the Senior Audit Manager.

**Requirement C
Client Assistance**

To expedite the audit, we need the final trial balance in electronic format (preferably Excel) one week before final fieldwork is scheduled to begin. This allows us to import your trial balance into our audit software and begin identifying our risk areas before fieldwork actually begins. We will also download your interim trial balance for risk assessment and planning purposes as of 12/31, 4/30, and 6/30 (unadjusted).

We also prefer all of the client assistance outlined in the RFP to be provided in electronic format wherever possible. The City and GUC can expedite the audit process by minimizing immaterial post-final AJE’s and providing all items on the “Prepared By Client” list before fieldwork begins.



**Requirement A
Audit Programs**

We use “canned programs” from Practitioner’s Publishing Company (PPC) for administrative purposes. The audit programs for the balance sheet analysis will either be internally developed or a modified version of PPC’s audit programs. We will modify those audit programs to specifically address the identified risks of the engagement and to meet the specific needs of the City, GUC, Library, and CVA’s fund and accounting structure. Our substantive analytic review procedures are designed specifically for the City and GUC and are approved by the Senior Manager during the planning stages of the audit. We will interview many members of the City and GUC’s staff to document our understanding of internal controls and accounting procedures. We DO NOT use “mind-numbing” checklist to fill our work papers with forms. Every procedure we perform will have a specific purpose and audit objective in mind.

**Requirement B
Audit Team Organization**

<u>Staff Assigned</u>	<u>Percentage Of Time</u>
Paula P. Hodges, Audit Director	15%
Senior Audit Manager	25%
Senior Accountant/ Audit Manager	35%
Staff Accountant	25%

The Senior Accountant /Audit Manager will supervise the on-site fieldwork with close oversight by the Senior Audit Manager.

**Requirement C
Client Assistance**

To expedite the audit, we need the final trial balance in electronic format (preferably Excel) one week before final fieldwork is scheduled to begin. This allows us to import your trial balance into our audit software and begin identifying our risk areas before fieldwork actually begins. We will also download your interim trial balance for risk assessment and planning purposes as of 12/31, 4/30, and 6/30 (unadjusted).

We also prefer all of the client assistance outlined in the RFP to be provided in electronic format wherever possible. The City and GUC can expedite the audit process by minimizing immaterial post-final AJE’s and providing all items on the “Prepared By Client” list before fieldwork begins.

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

May 3, 2010

Dear Bernita;

In response to the question asking if we could list Victoria Martin as the engagement partner for the City's audit, we said no for the following reasons:

Ms. Martin has not met the continuing education requirements to supervise a Yellow Book engagement. She does not serve as the engagement partner on any of our audits.

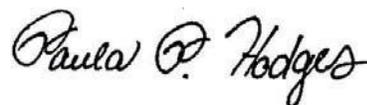
Let's discuss what partner means. The term partner is a legal term referring to equity ownership. The term director **is a commonly used term to delineate non-equity "owners"** of the firm, much like the term Executive Vice President at a bank or Officer of a corporation.

May I also re-emphasize the semantics of the term partner? We are an S-corp. in our legal formation; therefore, we do not legally have partners, though we have shareholders. If we were a LLC, we would have members, not partners or shareholders. The Board of CPA Examiners have instructed firms to preserve the term "partner" in its generic form to equity owners, therefore, the birth of the term director. It delineates the most senior member of the firm from the generic term management and complies with the Board's request on the term partner.

Ultimately, the Council requested a rotation of the person responsible for the oversight, supervision, planning, and approval of the audit engagement. We have removed Bryan Starnes from the audit team and replaced his role with me. I am empowered to act in this manner in our quality control document. Therefore, I will be the signing member of our firm for the next five years.

SAS 58 is the prevailing guidance for audit opinions. It addresses that CPA's sign the opinion. Since we are a CPA firm and our signature is a representation of the firm (thus the word "we" in the audit opinion letter), we as a firm decide who can authorize the issuance of an audit opinion as a representation of the firm.

Our firm documents that decision in its quality control document, which is subject to peer review every three years. The peer review not only compares our firm work product to the professional standards we must adhere to, it determines that our quality control document is designed to assure that our work product complies with professional standards. Our quality control document expressly permits partners and directors to authorize the release of audit opinions, which is the act of signing the opinion letter.



Paula Hodges
Audit Director
Martin Starnes & Associates, CPAs, P.A.