



Agenda

Greenville City Council

February 11, 2010
7:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Mercer

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

- Kathy Moore, N.C. State Chapter Director of Honor and Remember

VII. Appointments

1. Appointments to Boards and Commissions
2. Appointment of City Council representative to the Pitt County Advisory Board to End Chronic Homelessness
3. Appointment of City Council representative to the Taxicab Appeal Board
4. Appointment of Tenth Street Connector Citizen Advisory Committee membership replacements

VIII. Consent Agenda

5. Minutes of the January 11, 2010 City Council meeting

6. Ordinance adopting the Code of Ordinances of the City of Greenville, North Carolina, revising, amending, restating, codifying and compiling certain existing general ordinances of the City of Greenville dealing with subjects embraced in such Code of Ordinances
7. Award of bid for three rear-loading refuse trucks
8. Contract award for architectural/engineering services for design/construction/inspection services of the elevator and fire escape project at the Lucille W. Gorham Intergenerational Center Lessie Bass Building
9. Rejection of all bid proposals for the construction contract for HVAC System for City Hall IT Server Room Project
10. Contract award for the South Tar River Greenway Project - Phase II
11. Resolution approving the execution of a municipal agreement with NCDOT for Section 5303 Planning Grant funds
12. Resolution authorizing the Director of Public Works to sign and execute all papers and documents in connection with the FY 2011 application for State aid for mosquito control
13. Ordinance adopting a sewer capital project budget for Greenville Utilities Commission's Wastewater Treatment Plant Headworks Improvement Project
14. Ordinance adopting a water capital project budget for Greenville Utilities Commission's Thomas Langston Road Water Main Extension Project

IX. Old Business

15. Uptown Greenville Contract for Services
16. Ordinance amending the zoning regulations to include a five-hundred (500) foot minimum separation requirement between "public or private clubs"

X. New Business

Public Hearings

17. Ordinance requested by Edwards Community Group to amend the zoning ordinance to establish a new overlay district entitled "Urban Core (UC) Overlay" and standards applicable within the area bound by 10th Street, the CSXT Railroad, 14th Street, and Green Mill Run/ECU easement
18. Ordinance requested by Edwards Communities Development Company to rezone 16.14 acres located along the eastern right-of-way of Charles Boulevard, between 10th and 14th Streets, and west of Rock Spring Subdivision from OR (Office-Residential) to OR-UC (Office-Residential)

with a UC (urban core) overlay

19. Ordinance requested by Thomas F. Taft, Sr., Manager/Partner for Atlantic Avenue Holding Co., LLC to rezone 6.34 acres located along Atlantic Avenue between Dickinson Avenue and Bonners Lane from CDF (Downtown Commercial Fringe) and IU (Unoffensive Industry) to CD (Downtown Commercial)
20. Ordinance to annex the Reggie Spain Construction, LLC property, involving 0.9643 acres located south of MacGregor Downs Road approximately 1,052 feet east of its intersection with B's Barbecue Road, north and east of Cascade subdivision, Phases 1 and 2
21. Ordinance to annex Gateway West, Lot 10 and a portion of Gateway Drive, involving 4.15 acres located south of Stantonsburg Road and east of Park West and Park West 2 subdivisions
22. 2010-2011 Annual Action Plan for federal HOME Investment Partnership Program and Community Development Block Grant (CDBG)

Public Comment Period

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

Other Items of Business

23. Resolution affirming support and partnership with the 2010 Census
24. Resolution approving a lease agreement with American Legion Post 160 for property located on the northeast corner of Chestnut Street and North Skinner Street
25. Memorandum of understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center
26. Resolution approving a lease agreement with the State of North Carolina for the first floor of the Lessie Bass Building located at 1100 Ward Avenue
27. Resolution approving a lease agreement with Lucille W. Gorham Intergenerational Community Center, Inc. for the second floor of the Lessie Bass Building located at 1100 Ward Avenue
28. Funding for emergency repairs at the Extreme Park
29. Landscape maintenance of railroad rights-of-way within the City of Greenville

XI. Comments from Mayor and City Council

XII. City Manager's Report

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments or reappointments need to be made to the Affordable Housing Loan Committee, Community Appearance Commission, Environmental Advisory Commission, Greenville Bicycle and Pedestrian Commission, Historic Preservation Commission, Human Relations Council and Youth Council, and a recommendation needs to be made to fill the County vacancy on the Pitt-Greenville Convention and Visitors Authority.

Fiscal Note: No fiscal impact.

Recommendation: To make appointments or reappointments to the Affordable Housing Loan Committee, Community Appearance Commission, Environmental Advisory Commission, Greenville Bicycle and Pedestrian Commission, Historic Preservation Commission, Human Relations Council and Youth Council, and to make a recommendation to fill the County vacancy on the Pitt-Greenville Convention and Visitors Authority.

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[Appointments To Boards and Commissions City Council Meetings Agenda Deadline Material 138519](#)

Appointments to Boards and Commissions

February 11, 2010

Affordable Housing Loan Committee

Council Liaison: Council Member Kandie Smith

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Howard Conner	Filling unexpired term	Eligible	February 2010
Melissa Grimes	Filling unexpired term	Eligible	February 2010

Community Appearance Commission

Council Liaison: Council Member Kandie Smith

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Evon Zell	First term	Resigned	July 2011

Environmental Advisory Commission

Council Liaison: Council Member Marion Blackburn

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
J. Stephen Janowski (5)	First term	Moved out of city limits	April 2012

(5) A professional engineer

Greenville Bicycle and Pedestrian Commission

Council Liaison: Council Member Calvin Mercer

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Available Slots (5)			

Historic Preservation Commission

Council Liaison: Council Member Calvin Mercer

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Ashley Wetherington	First term	Resigned	January 2012

Human Relations Council

Council Liaison: Council Member Max Joyner, Jr.

Regular Members

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
James Cox	Second term	Resigned	September 2010
Franchine Pena	Second term	Ineligible	September 2009
Shane Martin	Filling unexpired term	Moved out-of-state	September 2011

Student Representative from Higher Educational Institution (Pitt Community College)

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Keisha Staton	Third term	Resigned	October 2009

Pitt Greenville Convention and Visitors Authority

Council Liaison: Council Member Rose Glover

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Marion Blackburn (County Member)	First term	Elected as City Council Member	July 2010

Youth Council

Council Liaison: Council Member Rose Glover

<u>Name</u>	<u>Current Term</u>	<u>Reappointment Status</u>	<u>Expiration Date</u>
Available Slots (11)			

Applicants for Affordable Housing Loan Committee

Valerie Guess 3915 Sterling Pointe Drive Winterville, NC 28590	227-4991	Application District: #5	6/9/2009
Justin Mullarkey 1509 East 5th Street Greenville, NC 27858	364-1183	Application District: #3	6/10/2009

Applicants for Community Appearance Commission

Teasha Barrett 1216-B Allen Road Greenville, NC 27834	414-2844	Application Date: 9/23/2009 District: #1
Valerie Guess 3915 Sterling Pointe Drive Winterville, NC 28590	227-4991	Application Date: 6/9/2009 District: #5
Jeffrey Johnson 2008 Pinecrest Drive Greenville, NC 27858	355-0644	Application Date: 2/12/2009 District: #4
Jeremy Jordan 707 West 4th Street Greenville, NC 27834	341-3066	Application Date: 6/25/2009 District: #1
Justin Mullarkey 1509 East 5th Street Greenville, NC 27858	364-1183	Application Date: 6/10/2009 District: #3
Ray M. Spears 3609 Prestwick Place Greenville, NC 27834	364-2565	Application Date: 9/18/2009 District: #1
Wayne M. Whipple 3102 Cleere Court Greenville, NC 27858	321-0611	Application Date: 3/9/2009 District: #4

Applicants for Environmental Advisory Commission

Ann Eleanor 102 Lindenwood Drive Greenville, NC 27834	848-4257	Application Date: 2/10/2009 District: 5 Occupation: Retired
Valerie Guess 3915 Sterling Pointe Drive Winterville, NC 278590	227-4991	Application Date: 6/9/2009 District: 5 Occupation: Retired US Army Veteran
James Holley 1906 Fairview Way Greenville, NC 27858	215-0065	Application Date: 10/18/2009 District: 4 Occupation: Hydrogeologist

Applicants for Greenville Bicycle and Pedestrian Commission

Mitchell Craib 1625 Longwood Drive Greenville, NC 27858	364-1950	Application Date: 10/6/2009 District: #4
Christopher Davis 311 Lori Drive Greenville, NC 27858	227-4970	Application Date: 1/4/2010 District: #4
John Kenney 1001 Johnston Street Greenville, NC 27858	413-0319	Application Date: 10/19/2009 District: #3
Matthew Rosenbaum 104 Williamsburg Drive Greenville, NC 27858	970-232-8995	Application Date: 10/8/2009 District: #4

Applicants for Historic Preservation Commission

Emily Carter
113 Avon Lane
Greenville, NC 27858

919-356-6687

Application Date: 1/15/2010
District: #4

Applicants for Human Relations Council

Regular Member Candidates:

Teisha Lavaughn Barrett 1216-B Allen Road Greenville, NC 27834	414-2844	Application Date: 9/23/2009 District: #1
Gloria Brewington-Person 1005 Cortland Road Greenville, NC 27834	321-3227	Application Date: 10/1/2009 District: #2
Brian Brown 2237 Penncross Drive Greenville, NC 27834	367-5831	Application Date: 9/11/2009 District: #5
Emily Carter 113 Avon Lane Greenville, NC 27858	919-356-6687	Application Date: 1/15/2010 District: #4
Ronnie Christian 2608 Mulberry Lane Greenville, NC 27858	561-5405	Application Date: 7/2/2008 District: #5
Ann Eleanor 102 Lindenwood Drive Greenville, NC 27834	848-4257	Application Date: 2/10/2009 District: #5
Corey Rhodes 3911 Sterling Pointe Drive, #006 Winterville, NC 28590	916-4523	Application Date: 2/11/2009 District: #5

Student Member Candidates from Higher Educational Institutions: NONE

Applicants for Pitt-Greenville Convention and Visitors Authority (County)

Debbie Avery

3010 Sapphire Lane
Winterville NC 28590

Race: White

Day Phone: (252) 531-4590

Evening Phone: (252) 756-9832

Fax:

E-mail: davery60@hotmail.com

Gender: F

District: 4

Applicant's Attributes:

Priority:

Application received/Applied for this board on: 1/16/2009 updated: 01/16/2009

County Planning Jurisdiction

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)

Organization Description Date(s)

Education: East Carolina BS - Education

Education: Ayden Grifton High

Experience: First State Bank 1978-1984

Experience: ECU School of Medicine Standardized Patient 2007-present

Experience: Pitt County Schools Middle School Science Teacher 30 years

Experience: Winterville Chamber of Commerce Executive Director

Volunteer/Prof. Associations Winterville Kiwanis Club

Volunteer/Prof. Associations Winterville Watermelon Festival

Brian Cooper

1149 Mulberry Lane #34G

Greenville NC 27858

Race: White

Day Phone: (252) 439-0651

Evening Phone: (252) 439-0651

Fax:

E-mail: Brianevans_99@yahoo.co

Gender: M

District: 5

Applicant's Attributes:

Priority: 0

Applied for this board on: 12/23/2009 Application received/updated: 12/23/2009

District 5

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)

Organization Description Date(s)

Princeton University Education AB-History

Education University of Michigan MA

Education: Sewanhaka High

Experience: Self-Employed - Cooper Pearson Writer-Editor & Marketing currently

Experience: Air Force ROTC 2 years

Experience: Hill & Knowlton/New York Senior Account Executive 1984-1985

Experience: St. Regis Paper Company/New Y PR Project Manager 1978-1984

Experience: Harcourt Brace Jovanovich/New Asst. to the CEO 1976-1978

Experience: The Port Authority 1972

Experience: Industry Experience Publishing,Media, Airport Mang., Hea

Experience: Treadway Ins. & Resorts Marketing & Communications Directo 1976

Volunteer/Prof. Associations: Princeton Club of New York Member, Board of Governors 1975-1990

Volunteer/Prof. Associations: The International Center English/language tutor

Volunteer/Prof. Associations: The Network of Independent Pub 1986-1988

Volunteer/Prof. Associations: Literacy Tutor/Orange County

Volunteer/Prof. Associations: Radio Reading Services of Easter

Volunteer/Prof. Associations: Greenville Writers Group Member

Volunteer/Prof. Associations: American Society of Journalists Member

Applicants for Youth Council

NONE



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Appointment of City Council representative to the Pitt County Advisory Board to End Chronic Homelessness

Explanation: The "10-Year Plan to End Chronic Homelessness" is a strategy to reduce homelessness and improve the delivery of services to the homeless populations in Greenville and Pitt County. The plan to eliminate homelessness was approved by the City of Greenville and Pitt County in 2009. The City of Greenville is a partner with Pitt County and several human service organizations in this initiative.

At the April 6, 2009, meeting of City Council, a resolution was adopted to create the 10-Year Plan to End Chronic Homelessness Advisory Board. The purpose of the Advisory Board is to provide direction in the implementation of actions steps identified in the plan to end chronic homelessness. The Advisory Board also provides strategic leadership, policy guidance, and results monitoring. Advisory Board members may serve up to two, three-year terms. City Council appointed seven City representatives to the Advisory Board. One of the representatives was a member of the Greenville City Council. Former Mayor Pro-Tem Mildred Council was the City Council member appointed to the Advisory Board.

Since Ms. Council is no longer a member of the City Council, another member of City Council needs to be appointed to fill the vacancy.

Fiscal Note: No direct costs are associated with the request.

Recommendation: Appointment of a member of City Council to fill the vacancy on the Pitt County Advisory Board to End Chronic Homelessness

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City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Appointment of City Council representative to the Taxicab Appeal Board

Explanation: Section 11-1-67 of the City Code of Ordinances establishes a Taxicab Appeal Board composed of the City Manager or designee, a member from the Greenville Taxicab Association, and a designated member from the City Council. The purpose of this board is to hear appeals from any decision of the Chief of Police to refuse the issuance of a taxi driver's permit. Previously, Mayor Pro-Tem Mildred Council was the designated member from the City Council. Since she is no longer on the City Council, a replacement needs to be appointed.

Fiscal Note: No direct cost to make this appointment.

Recommendation: The City Council designate a member of City Council to serve on the Taxicab Appeal Board.

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City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Appointment of Tenth Street Connector Citizen Advisory Committee membership replacements

Explanation: On August 11, 2005, City Council appointed the Tenth Street Connector Citizen Advisory Committee to assist staff and consultants with developing the Tenth Street Connector Project. The Committee, made up of 18 members, has met six times as part of the project's Public Involvement Program. Attached is the current membership list.

The Citizens Advisory Committee for the Tenth Street Connector Project has provided the project team with valuable feedback and has served as an important link to the community. Committee members' attendance at these meetings is important to maintaining this link. A review of attendance records determined that some members have only attended a few meetings in the beginning of the project or have not attended at all.

A letter was sent to six members inquiring if they wished to maintain an active membership on the project's Citizens Advisory Committee. It was requested that they contact the City by December 15, 2009 regarding their desire to maintain an active membership. The letters also informed the six members that the City would interpret no response as a desire not to continue participating and that the City would proceed with new appointments. Two of the six responded that they wished to continue their participation on the Committee.

In consideration of the non-responses, it is requested that two new members be appointed at this time to fill the vacant positions. Staff anticipates that it will be necessary to conduct two more Committee meetings during the remaining time for the project. Mr. William Gorham of Air Mania Custom Printing located at 1307 Fourteenth Street and Pastor Ronald Williams of the Sycamore Chapel Missionary Baptist Church located at 1610 Farmville Boulevard have consented to submit their names in consideration of appointment to the Tenth Street Connector Citizen Advisory Committee.

Fiscal Note: There is no direct expense to the City for these appointments.

Recommendation: Appoint Mr. William Gorham of Air Mania Custom Printing located at 1307 Fourteenth Street and Pastor Ronald Williams of the Sycamore Chapel Missionary Baptist Church located at 1610 Farmville Boulevard to the Tenth Street Connector Citizen Advisory Committee.

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 [Tenth Street Connector Citizen Advisory Committee as of January 27 2010 855217](#)

**TENTH STREET CONNECTOR PROJECT
CITIZEN ADVISORY COMMITTEE**

Mrs. Ida Williams
1230 Farmville Boulevard
Greenville, NC 27834
752-2552

Mr. Aaron Shambley
1204 Farmville Boulevard
Greenville, NC 27834
758-0335

Ms. Rena Louise Payton
1205 Farmville Boulevard
Greenville, NC 27834
752-6108

Mr. Bill Sanders
1202 Farmville Boulevard
Greenville, NC 27834
752-3641

Mr. Ozie Hall
PO Box 8034
400 Nash Street
Greenville, NC 27835
902-4595

Ms. Louvenia Sutton
206 Farmville Boulevard
Greenville, NC 27834

Mr. Christopher Taylor
503 Queen Annes Road
Greenville, NC 27858
355-5517

Mr. Herbert Corey
313 Scottish Court
Greenville, NC 27858
916-7139

Mr. Sammy Pugh
2108 Bloomsbury Road
Greenville, NC 27858
756-1946

Ms. Louise Duncan
1005 E. Rock Spring Road
Greenville, NC 27858
758-8881

Mr. R.J. Hemby
PO Box 1842
Greenville, NC 27834
916-0395

Mr. Howard Conner
1211 Drexel Lane
Greenville, NC 27834
756-8594

Ms. Janette Cox
420 Line Avenue
Greenville, NC 27834

Ms. Ferdonia Stewart, Principal
Sadie Salter School
1019 Fleming Street
Greenville, NC 27834
758-4621



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Minutes of the January 11, 2010 City Council meeting

Explanation: A draft of the January 11, 2010 City Council minutes has been prepared and is ready for City Council consideration.

Fiscal Note: No direct cost.

Recommendation: Approval of the attached January 11, 2010 City Council minutes.

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[January_11_2010_City_Council_Minutes_854104](#)

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
January 11, 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 the Municipal Building, with Mayor Patricia C. Dunn presiding. The meeting was called to order, followed by the invocation by Mayor Dunn and the pledge of allegiance to the flag. The following were present.

Mayor Patricia C. Dunn
Mayor Pro-Tem Bryant Kittrell
Council Member Marion Blackburn
Council Member Rose H. Glover
Council Member Max R. Joyner, Jr.
Council Member Calvin 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 Blackburn to approve the agenda as presented. Motion carried unanimously.

CONSENT AGENDA

The items listed under the consent agenda included:

1. Minutes of the November 9, November 23, December 7, and December 10, 2009 City Council meetings
2. First reading of an ordinance granting a taxicab franchise to Valentine Long Perkins d/b/a Earlybirds Transportation and Taxi Service
3. Municipal agreement with the North Carolina Department of Transportation for a Safe Routes to School Infrastructure Grant for the construction of sidewalk improvements along the south side of Red Banks Road between Charles Boulevard and Fourteenth Street (Contract No. 1832)
4. Municipal agreement with the North Carolina Department of Transportation for the construction of sidewalk improvements along the north side of NC Highway 43 (W. Fifth Street) from Memorial Drive (NC Highway 11-903) to Mattox Road and along the south side from Arlington Boulevard to B's Barbeque Road (Contract No. 1833)
5. Ordinance rescinding speed limit ordinances for portions of Fourteenth Street and Memorial Drive in the City to concur with North Carolina Department of Transportation ordinances (Ordinance No. 10-01)

6. Memorandum of agreement between the North Carolina Geodetic Survey, the City of Greenville, and East Carolina University to facilitate the expansion of the Global Positioning System network of base stations in eastern North Carolina (Contract No. 1834)
7. Amendment of water capital projects budget for Greenville Utilities Commission's Solar Powered Mixing System for Eastside Water Tank Rehabilitation Project (Ordinance No. 10-02)
8. Resolution authorizing the disposition of one surplus 2005 Harley Davidson motorcycle to the Town of Fountain (Resolution No. 10-01)
9. Budget ordinance amendment #5 to the 2009-2010 City of Greenville General Fund and an ordinance establishing the Energy Efficiency Block Grant Special Revenue Fund (Ordinance No. 10-03)
10. Various tax refunds

Payee	Description	Amount
Pitt County Tax Collector	Refund of City Taxes Paid	\$101.60
Hazel Bland	Refund of City Taxes Paid	\$116.47
Lloyd P. Sloan, Jr. & Nellie Hungate	Refund of City Taxes Paid	\$191.65

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

PRESENTATIONS BY BOARDS AND COMMISSIONS

Community Appearance Commission

Chairperson Dana Coles informed the Council that the most significant change this year has been in the by-laws. Revisions were made to update information and officially document changes voted on by the members. The number of members officially changed to 11, changing the number for a quorum to 6. Ex-officio members were eliminated in order to ensure a quorum at every meeting. Also, changes to the Community Appearance Commission Awards Program took place in August 2009, reducing the number of awards from three a month to one a month. It was felt that would promote exclusiveness of the award and would increase the pool of nominations. Changes were also made in August 2009 to the Neighborhood Grant Program to assist citizens in determining eligibility and in being more knowledgeable regarding program rules and to protect the Commission from sponsoring unsound projects. Two new committees were recently formed—Community Service and Bylaws and Policy Committees. During the spring cycle, eight grants were awarded in the Neighborhood Grant Program. There was \$3,638.35 available, and grants were awarded to the following subdivisions: Colonial Heights, Glen Arthur, Higgs, Red Oak, Tar River/TRUNA, and Treetops. Six hundred and fifty dollars was awarded to each of the following: College Court/Coghill, Colonial Heights, Tar River/University/TRUNA, Elmhurst/Englewood, Old Westhaven, and Lake Ellsworth. The Subcommittee's recommendation is to always find the top competitive projects, physical improvements, projects where neighborhoods are making contributions, and to encourage participation in neighborhood projects. In the fall, two Adopt-A-Street agreements were adopted. The Commission members are currently working with staff on an Adopt-A-Flower Bed Program and to plant foliage in vacant lots in the city. The Commission will continue to sponsor and will participate in the Citywide Spring Clean-Up.

Environmental Advisory Commission

Chairperson Wayne Caldwell informed the Council that Environmental Advisory Commission Awards were awarded in four areas (Individual—Dr. Jill Twark; Institution—ECU Recycling Department, Terry Little; Business—Cypress Glen, Laurie Stallings, Jim Sakell, Reginald Gray; Organization—TRUNA, Brandi Dudley). The City's stormwater program is recognized as the best in eastern North Carolina. The City also has an Energy Star and Environmental Purchasing Policy. The points of pride of the Environmental Advisory Commission include the recycling progress, especially in multi-family residences and schools; building E-300 homes in West Greenville; greenway and sidewalk expansion; GCPP Energy Conservation Brochure; Energy Efficiency Conservation Block Grant; reduced pollution and impact on Sadie Saulter as a result of the Tenth Street connector; LEED (Green) Municipal building policy; City purchase of fuel efficient/hybrid cars, buses, and trucks; and the Earth Day Celebration. The single-family recycle rate is stagnant after three years of it being a goals and objectives priority for the City Council. The City has not made the environment a high enough priority. Mr. Caldwell stated that the 2020 vision for Greenville is to have an educated public with a commitment to the environment, more preservation of green spaces, increased energy efficiency of all new buildings (E300 or LEED certification), safe biking and walking that interconnects areas and provides access to businesses and provides an alternative to driving, high energy efficiency, low emissions transportation, and 100% recycling of recyclable materials. The 2010 objectives are to increase City leadership on environmental initiatives (treat the environment as one leg of a stool, get all departments involved, and provide resources and priority for improvement through a budget for the Commission through Public Works) and to develop and implement an incentive-based, cost effective recycling plan to reduce waste and save money. The recycling rate has been constant at 10%. A successful recycling program requires easy use, education of citizens, and financial incentive. EPA software shows that if Greenville recycled what it could, energy needs to produce these goods would be reduced by the equivalent of 3,000,000 gallons of gasoline every year (recycled versus virgin). Another objective is to educate citizens about environmental opportunities to reduce costs, improve health, and improve the environment through the public information office, a monthly summary of the Environmental Advisory Commission meetings, and environmental education spots by Environmental Advisory Commission members. He encouraged the City to support state and local building code regulation changes and developers that promote increased building energy/resource efficiency. Mr. Caldwell concluded by stating that the Commission will accelerate and expand ongoing initiatives (Horizons Plan, coordinate transportation systems, and bikeable/walkable community). He encouraged the Council to look for opportunities to showcase building and transportation energy conservation. Greenville is making steady progress but could be doing so much more to influence and help others and the environment. Now is the time for City leadership to view environmental needs with higher priority. Mr. Caldwell encouraged the Council to turn to the Commission for information and recommendations when environmental opportunities arise. He also encouraged the Council to think about the opportunity to set aside some funding for the Commission as the budget is being put together.

Upon being asked if a budget is available for the Community Appearance Commission, Ms. Coles responded that there is a \$3,750 per cycle budget for the grant program and \$250 to \$300 for the awards program.

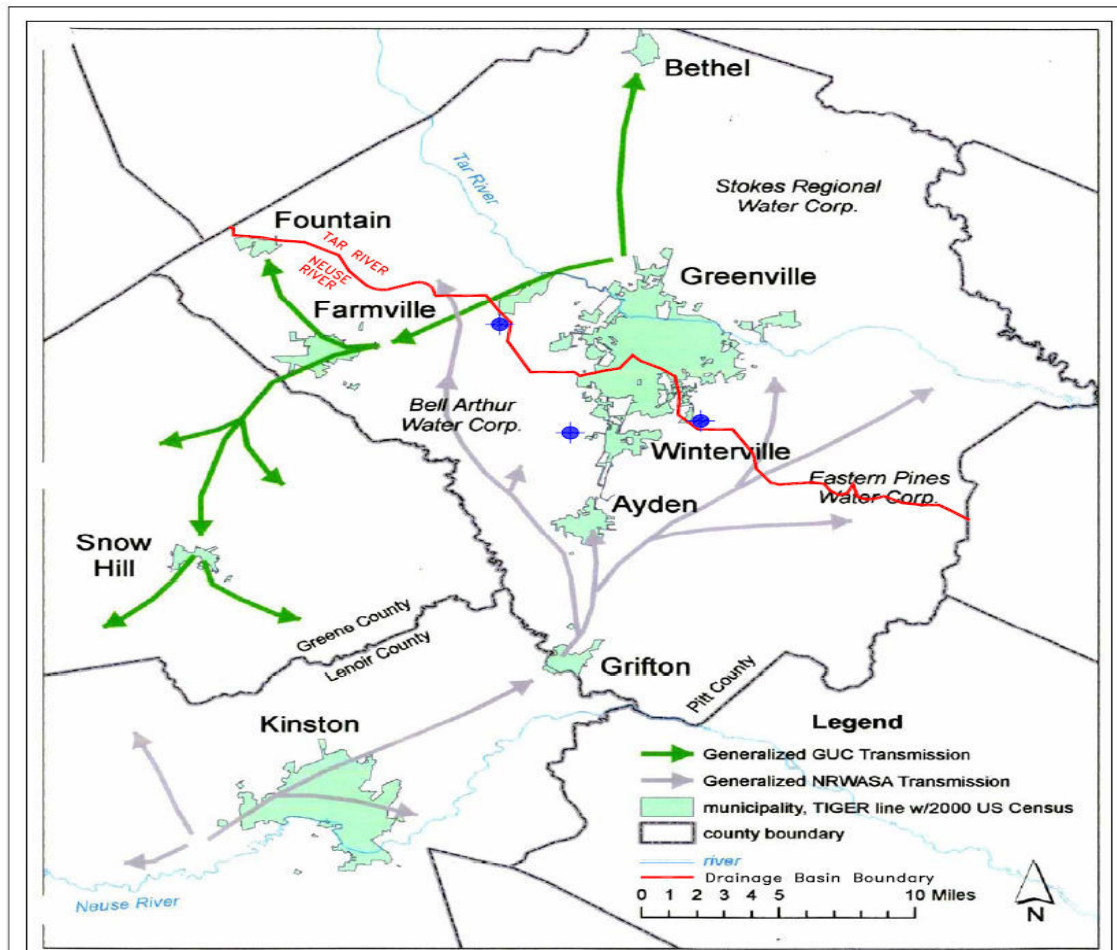
PRESENTATION ON INTERBASIN WATER TRANSFER CERTIFICATE

Greenville Utilities Commission Assistant General Manager Tony Cannon informed the Council that legislation was enacted in 2002 to address aquifers being depleted at a faster rate than they are naturally recharging. The rule impacts 15 counties, including Pitt, that pull water from the Black Creek and upper and lower Cape Fear aquifers. There is a requirement that groundwater withdrawals be reduced by 25% in 2008, 2013 and 2018 in 15 counties, for a total reduction of 75%. Greenville Utilities was approached by other water providers to become part of a regional solution to meet the rule requirements. Currently, Greenville Utilities has 34,000 water customer connections. The water treatment plant has a 22.5 mgd capacity, and the deep wells hold 2 mgd. The average amount of water treated is 10.8 mgd. The maximum daily usage is 16.2 mgd, and that happens about one month per year. The average amount of wastewater treated is 9 mgd. A solution has been crafted to provide sources that are sufficient to meet the need for a number of years. Interbasin transfer (IBT) is the transfer of surface water from one river basin to another basin. Transfers of more than 2 mgd require a certificate issued by the North Carolina Environmental Management Commission. There is a unique tidal influence on the Greenville Utilities Commission water intake on the Tar River. Surface water withdrawals are typically based on stream flow whereby the Tar River at Greenville behaves like a reservoir. The aquifer storage reservoir (ASR) used with variable withdrawal rate would allow for storage during high river flow/low demand periods and recovery during low flow periods to meet peak demands. Greenville Utilities' mission is to continue to provide customers with a safe, dependable supply of drinking water now and in the future, just as it has done for more than 100 years.

Dr. Richard Spruill, a hydrogeologist, explained to the Council that the Tar River flows east from Oxford through the Tar River Basin to Highway 17 in Washington. The Pamlico River begins at about the bridge on Highway 17. Tar River is freshwater that comes about from runoff from streams, etc. Greenville is in a unique position regarding the Tar River. On most days, the Pamlico River has brackish water, and the salt water and fresh water interface. Greenville is about 20 miles upstream from Washington. The amount of water that flows down the river is discharge. When there are drought conditions, groundwater contributes less to the water system, and the saltwater wedge starts to work its way up to Greenville. The Tar River then flows upstream on a six hour cycle, six hours going and six hours coming, experiencing the tidal cycle. Water ordinarily flowing in the river is held as a reservoir. At low flow, it cycles back and forth. There were about 100 mgd of water stored between the two at one time.

Dr. Spruill stated that aquifers are below the ground in the Tar River Pamlico Basin. The Tar River is not at the center of the basin. It has migrated across the area leaving the flat area to the north of the river and the Tar River has migrated to the south and abuts against an area of high relief. It is asymmetrical in the Tar Pamlico River Basin system. It is close to a boundary between the Tar Pamlico Boundary and the Neuse River Basin. At Winterville and Ayden, they are in the Neuse River Basin. All surrounding areas use groundwater. Kinston had 22 wells in the same aquifer as Greenville. It is a groundwater area. Kinston has planned to build a water treatment plant like the one in Greenville. Recently, Greenville Utilities has started providing water to Bethel and Stokes, and there are plans to expand to further areas. Dr. Spruill explained that he is a champion for regional resources. He displayed a map that shows the generalized

Greenville Utilities Commission and Neuse River Water and Sewer Authority transmission systems for Pitt, Lenoir and Greene Counties.



Dr. Spruill stated that the red lines represent the dividing line of the Tar River Basin and Neuse River Basin. Any time water is taken out of one basin and put it in another, it is an interbasin transfer. Water is being moved from basin to basin in a roughly circular motion. He is a champion of this, because it allows for water resources to be used in a conjunctive manner. The City of Greenville has not pumped water from ground water in many years. Greenville Utilities has obtained permission from the State to pull water from the aquifer and store it for future use. In the meantime, water is being used from the Tar River for its supply. The Neuse River Water and Sewer Authority decided to do the same thing and built the Neuse Treatment Plant. There are few interconnection systems between the two. If there are problems in the Neuse River, through interconnection and conjunctive use, they could try to improve that supply with water from the Tar River, which is a logical way to solve regional problems in terms of water supply. The transfer of over two million gallons per day requires an interbasin transfer certificate from the State. That extensive process was explained by Dr. Spruill, who concluded by stating that through innovative long-range planning, Greenville Utilities has sought to create a regional water supply that is both environmentally and economically sustainable.

Greenville Utilities Commission Assistant General Manager Tony Cannon stated that within the next few months, Greenville Utilities will begin pumping treated water into the underground aquifer for the first time in the State. One hundred million gallons per year can be stored. Greenville Utilities is leading the way in evaluating how river systems operate and working with the State. When the Tar River flow is real low, Greenville Utilities doesn't have to supply water to people it has contracts with. Water can be pumped out of the ground. Greenville Utilities Commission has interruptible water sales contracts to provide supplemental water to Bethel, Stokes, Winterville, Farmville, and Greene County. Greenville Utilities believes that it has come up with a solution that makes this economically feasible for this region. Because Greenville Utilities has implemented a water supply strategy that utilizes the unique geographical advantages, along with cutting edge technology and industry leading supply concepts, it is in a position to be a regional water supplier and protect water resources. This provides a win-win situation for its customers, neighbors and the environment.

Concerns expressed and responses given included:

- We have to look at the long-term effects of what we do to the environment down the road. Can the coming full circle be quantified to show that what is going out and what is coming in is the same? (RESPONSE BY MR. CANNON: There is a need to quantify. Greenville Utilities is working with people who have a need for waste treatment. Neighbors have needs, too. Greenville Utilities is working with them on solutions to bring the water back into the basin. Greenville Utilities is putting together numbers back 40 years.)
- I hope we can get a message of conservation and wise use of resources. (RESPONSE BY MR. CANNON: Greenville Utilities has been working on that and strongly believes in conservation.)
- Can we cut off our water supply with people contracting with us? How long can they last without being on our system? (RESPONSE BY MR. CANNON: They can actually go longer than 36 to 37 days per year if they need to, as they are not being taken offline. This is to help them to comply with the capacity use rule.)
- Can the water in the underground aquifer storage be used after it has been stored or does it have to be treated? (RESPONSE BY MR. CANNON AND DR. SPRUILL: The water coming out of the aquifer storage has to be re-disinfected. Treatment has to do with removing things from the water, and disinfection is adding something at the end of the process to make sure that nothing like bacteria or viruses grows in the system. The goal is to have potable water going in and out of the ground. The disinfectant will go away. When it is pumped back out of the ground, it will be disinfected again.)
- How will this help lower water and sewer costs to customers? (RESPONSE BY MR. CANNON: It is estimated that, based on the amount of water Greenville Utilities has contracted to provide for 40 years, it is worth \$40 million to the City of Greenville.)
- How much more will it be in Snow Hill? (RESPONSE BY MR. CANNON: We don't know what rates they charge. When we price them out, it is based on the cost we have to recover. We charge that to the system and recover that at a wholesale level.)

- The primary concern is to take care of the citizens of Greenville. Who pays for the pipes, getting the cost there, etc. (RESPONSE BY MR. CANNON: They do. They are charged at the cost to serve level.)
- Does this have to be approved by City Council? (RESPONSE BY MR. CANNON: No. It was approved by the Greenville Utilities Commission Board. This presentation is for information only.)
- What happens if we start to reach our capacity and what happens to other cities? (RESPONSE BY MR. CANNON AND DR. SPRUILL: We cut them off for 36 days. We are not through developing the water supply. This is one step in the process. Mr. Cannon is not aware that this is going on anywhere else. We have to focus on the finite nature of water resources. All we can do is plan in a maximum way to preserve what we have. We sell 10 to 11 million gallons per day, and almost all of that is treated and discharged back to the river. Even if it comes from other basins, shouldn't our goal be a wash, the amount of water we treat gets treated to a high standard and placed back in the river. Shouldn't we in the state be for wise use of water? When we do that we have come full circle.)
- If we have an extended drought, do we still have to provide water to the agencies we have contracts with? (RESPONSE BY MR. CANNON: That is what the contract says; however, there are ways for forfeiture. The other water suppliers have to maintain the capacity to treat well beyond that.)
- It looks like it would make more sense for Kinston to serve Snow Hill and for Greenville Utilities to serve Eastern Pines. (RESPONSE BY MR. CANNON AND DR. SPRUILL: Some of that had to do with the financial situation. The decision by Eastern Pines or Bell Arthur to purchase from the Neuse system is based on so many factors, and it gives us an opportunity to have a truly regional system. If we take steps to interconnect, it is quite simple. The water moves west from Greenville and from north to the Neuse River. A regional system will have a connectivity system that is unparalleled in the State.)
- It looks inefficient to be going from Greenville to Snow Hill and from Kinston to Eastern Pines. Why is the answer economics? (RESPONSE FROM DR. SPRUILL AND MR. CANNON: You really have to look at the totality of water lines, etc. There is a complicated history to water resources in this area. All systems are not physically connected. There are trading agreements with systems in Snow Hill, Greene County, and Farmville to take more or less of the groundwater because it is in the same aquifer. You are achieving the same results. It allows them to trade credits, so overall they achieve the 75% reduction.)
- Where does Bell Arthur get its water from? (RESPONSE FROM DR. SPRUILL: Bell Arthur taps the same aquifer that Greenville Utilities and Eastern Pines uses. It is 500 feet below the land surface in Greenville and is shallower in Bell Arthur. They are in the same capacity use area that we are in, and they can't meet their demand for the future with their water supply level.)

- Were there other options available to the rural water suppliers when they were trying to get water? (RESPONSE FROM DR. SPRUILL: I don't know what other options were available to them in terms of water supply. Bell Arthur looked at other aquifers as a solution, and those aquifers aren't capable of meeting the existing or future needs of Bell Arthur. The state probably would not allow any new water intakes on the Tar River at this time. The opportunities of Bell Arthur and Eastern Pines were quite limited.)
- These water issues are nothing compared to what other countries have, and it needs to be kept in perspective. I am really happy to see the regional aspect, and it is a positive move. (RESPONSE FROM DR. SPRUILL: Water resources are where they are and people are where they are. The Tar River doesn't belong to citizens of Greenville. It flows all through the county. There is not a major river flowing through Greene County, so its only alternatives are groundwater systems and sharing resources with communities that happen to have major rivers flowing through them. This is like us sharing gas, uranium, etc. with places that have that commodity. Greenville does not have or produce those items, so it has to be shared with communities that do. He is pleased about Greenville Utilities having the foresight to store underground water and pump it back out when needed. The concept of the aquifer storage is an incredible concept.)
- Greenville is a growing city and region. My concern is that we not treat water like a charge card that we don't have limits on now because we have it. We need to continue to be good stewards because these are changing, and as we grow, they will continue to grow. The comment period has been extended by the Division of Environmental Health and Natural Resources to January 19, so anybody can comment on the application for the certificate.
- It is a smart thing you have done as far as managing our water and being able to supply it to other areas. We need to look out for other areas that are not able to have this water supply that we have. It is important to look after your neighboring communities. This addresses those issues. When you look at neighboring communities, those small towns have small budgets and need resources we have to give them. You have worked hard to make this happen and it is appreciated.

ORDINANCE AMENDING ARTICLE C OF CHAPTER 3 OF TITLE 2 OF THE CITY CODE
RELATING TO THE CREATION AND DUTIES OF THE PUBLIC TRANSPORTATION
AND PARKING COMMISSION – ADOPTED

Director of Public Works Wes Anderson stated that the Public Transportation and Parking Commission is currently responsible for investigating, reviewing, and studying the transit needs for the citizens of Greenville and public parking needs in Uptown Greenville. During the process that resulted in the recent change to the City's ordinance on controlled residential parking areas, the Commission determined that neither their Commission nor any other City commission or committee was responsible for reviewing proposed policy changes to on-street public parking outside of the Uptown Greenville area. Thus, there was no opportunity for public input other than staff prior to an action being submitted to City Council. The Commission believed that it was essential that residents have an opportunity to express their positions to a commission of the City Council prior to an action's submission to City Council. The Commission, in coordination with Public Works staff, developed the proposed change that adds

to the Commission's purpose statement the task of investigating, reviewing, and studying on-street public parking policy throughout the City. The proposed change does not interfere with Public Works Department staff's ability to implement changes to on-street parking that are within existing policies, ordinances and laws.

Motion was made by Council Member Joyner and seconded by Council Member Mercer to adopt the ordinance amending Article C of Chapter 3 of Title 2 of the City Code relating to the creation and duties of the Public Transportation and Parking Commission. Motion carried unanimously. (Ordinance No. 10-04)

RESOLUTION APPROVING INTERLOCAL TAX COLLECTION AGREEMENT WITH PITT COUNTY – ADOPTED

City Attorney Dave Holec reminded the Council that Pitt County has been collecting property taxes levied by the City pursuant to an agreement dated January 28, 1991. The agreement was renewed by a memorandum between the City and County Managers in 1995 with the renewal being for an indefinite period until either party terminates it by the provision of at least six months notice with a termination to only be effective at the end of a fiscal year. Pitt County has requested that there be a new collection agreement. Highlights of the agreement are as follows:

- County continues to collect property taxes levied by the City. The County Tax Collector is designated as the City Tax Collector and serves in this capacity in the collection of taxes.
- County continues to collect other taxes and fees which it previously collected such as property taxes on motor vehicles, annual license tax on motor vehicles (\$20), and gross receipts tax on short term rentals and heavy equipment.
- County will collect special assessments and a municipal service district tax, if the City levies such.
- County continues to receive one and one half percent of the amount collected as compensation for its services.
- If an annexation is effective on any date other than during the month of June, City will reimburse the County for additional costs relating to prorations and billing for such an annexation.
- The agreement is effective as of January 1, 2010, and continues until June 30, 2020.
- The agreement can be terminated sooner by either the City or County effective on July 1 of any year by the provision of at least 14 months prior notice.
- There is a specific provision relating to the manner to treat a different discount rate between the City and County. This issue occurred last year. As a reminder, the discount rate applies if the taxpayer pays the taxes prior to September 1. For FY 2009-10, the County initially reduced its discount rate from 2% to 1% and asked the City to make a similar reduction. At its April 21, 2009 meeting, City Council determined to not reduce its 2% discount rate. Because the county's software would not allow collection at differing rates, the County Manager/Chief Financial Officer Melanie Bryant indicated that the County plans on having software which will allow varying discount rates and once this upgrade is in place, the County plans to revisit its discount rate and potentially reduce it for Fiscal Year 2010-11. Deputy County Manager/Chief Information Officer Mike Taylor advises that the North Carolina Property Tax System (North Carolina Association of County Commissioners collaborative property tax system) is currently writing an upgrade to the software to allow the

collection at differing discount rates, and Pitt County has asked for this enhancement to be included in its software. He further advises that it is expected that this will be accomplished, but it is not yet operational and, therefore, he has a temporary fix for Pitt County to support multiple discount rates, if necessary. He states that “bottom line, Pitt County can support a different discount rate for the city of Greenville should they decide not to adopt the same discount rate as the County.” However, in the event there is an unforeseen occurrence where this is not accomplished, the agreement has a mechanism to address different scenarios relating to differing discount rates as follows:

- If the County has software which allows collection at differing rates, the County will collect at the differing rates and the agreement continues.
- If the County has software which does not allow collection at differing rates and there are differing rates as of March 30, the City has until May 1 to adopt the same rate as the County. If the City adopts the same rate as the County, the agreement continues. If the City does not adopt the same rate as the County, then the agreement will terminate as of July 1 (60 days later). In effect, this provision would require the City to adopt the same rate as the County for the first fiscal year to which the changed discount rate will apply since the City would not have sufficient time to hire the personnel and secure the equipment and software to bill and collect the taxes in such a short timeframe. However, for a subsequent fiscal year, the City could decide to terminate the agreement and collect its own taxes.
- If the County has software which does not allow collection at differing rates and there are differing rates adopted after March 30, then the County will collect at the rates in effect the previous year. In effect, this provision would not allow the City or County to change its discount rate after March 30.

The Pitt County Board of Commissioners unanimously approved the interlocal tax collection agreement at its December 21, 2009 meeting. The County does an excellent job in collecting taxes. It allows citizens to receive one bill and make one payment at one location. This is a customer-friendly arrangement.

Motion was made by Council Member Joyner and seconded by Council Member mercer to adopt the resolution approving the interlocal tax collection agreement with Pitt County. Motion carried unanimously. (Resolution No. 10-02; Contract No. 1835)

REVISIONS TO THE CITY INVESTMENT POLICY AND SUBMISSION OF CERTIFICATION APPLICATION - APPROVED

Director of Financial Services Bernita Demery informed the Council that staff reviews the Investment Policy at least annually to ensure continued compliance with state and local regulations. The revised policy will reflect recent changes that further restrict the investments of City funds. The policy applies to the investment of all operating funds of the City and certain bond proceeds. Where applicable, this revised policy incorporates the Government Accounting Standards Board Statement No. 31 (Accounting and Financial Reporting for Certain Investments and External Investment Pool) and Government Accounting Standards Board Statement No. 40 (Deposit and Investment Risk Disclosure). After review and approval of the revised Investment policy, staff will submit it to the Association of Public Treasurers of the United States and

Canada (APTUS&C) for certification. As of November 30, 2009, the City's investment portfolio was approximately \$63 million.

Motion was made by Council Member Mercer and seconded by Council Member Joyner to approve the revised Investment Policy for the City of Greenville and submission of the Policy for certification to the Association of Public Treasurers of the United States and Canada. Motion carried unanimously. (Document No. 10-01)

REVIEW OF JANUARY 14, 2010 CITY COUNCIL AGENDA

Upon a recommendation by the City Manager to add "Drew Steele Fund Offer of Gift" as Item 9 on the January 14, 2010 agenda, motion was made by Council Member Joyner and seconded by Council Member Blackburn to do so. Motion carried unanimously.

The appointments were reviewed and the Council did a cursory review of the January 14, 2010 City Council agenda.

Upon recommendation to let the Public Safety Task Force elect the co-chairs, motion was made by Council Member Kittrell and seconded by Council Member Blackburn to add to the January 14, 2010 agenda to let the Task Force make the appointment of the co-chairs to the group. Motion carried unanimously.

Council Member Blackburn asked for an update on how the recycling stickers are working that are being put on the trashcans from Public Works.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council made general comments.

CITY MANAGER'S REPORT

City Manager 2010 Goals and Performance Objectives

City Manager Bowers presented his 2010 goals and performance objectives to Council.

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1. Continue to monitor the redevelopment efforts for the 45 Block Revitalization Program and provide regular status updates to the City Council
2. Work with the Redevelopment Commission to attract a residential condominium project to the uptown area
3. Prepare for City Council consideration by September 2010 a comprehensive annexation plan to address areas in the ETJ that meet legal requirements for annexation

4. Coordinate with the Police Department staff the deliberations of the Special Task Force on Public Safety throughout 2010
5. Complete the hiring process for Fire Rescue Chief by June 2010
6. Continue to assist the NCDOT with constructing the improvements that will reduce the impact of the railroad switching yard operations on City streets; first phase of construction to be completed by March 2010 and second phase construction started by December 2010
7. Continue process for constructing an Intermodal Bus Transportation Center with:
 - (a.) completion of the Federal Transit Administration, North Carolina Department of Transportation, and North Carolina Department of State Historic Preservation Office regulatory review and receive authorization to acquire property by May 2010, and
 - (b.) completion of initial property acquisition purchase offers by September 2010
8. Complete construction of the South Tar River Greenway Phase 1 by September 2010
9. Obtain grant funding for construction of the Drew Steele Center at Elm Street Park by June 2010
10. In consultation with The Ferguson Group pursue funding for projects included in the City's FY 2011 federal agenda
11. Present to the City Council by May 5, 2010 proposed budgets with no increase in the property tax rate for 2010-2011 and 2011-2012
12. Monitor the new dual option self funded health insurance program and provide to City Council a status report by October 2010

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Motion was made by Council Member Joyner and seconded by Council Member Mercer to approve the City Manager's 2010 goals and performance objectives. Motion carried unanimously.

Upcoming Meetings/Events

City Manager Bowers reminded the Council of the Leadership Institute Local Government Day being held in the Third Floor Gallery of City Hall at 8:15 a.m. on Wednesday, January 13, 2010. All Council Members were invited.

City Manager Bowers reminded the Council of the joint meeting with Greenville Utilities Commission at 6:00 p.m. on January 14, 2010, in Room 337 in City Hall and of the regular City Council meeting at 7:00 p.m. on the same day.

ADJOURN

Motion was made by Council Member Joyner and seconded by Council Member Mercer at 8:15 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks

Wanda T. Elks, MMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Ordinance adopting the Code of Ordinances of the City of Greenville, North Carolina, revising, amending, restating, codifying and compiling certain existing general ordinances of the City of Greenville dealing with subjects embraced in such Code of Ordinances

Explanation: Cities typically have their Code of Ordinances codified periodically, typically about every ten years. There are several reasons for codification, some of which include:

- (1) To ensure that appropriate references to revised, new or revoked state and federal law changes have been incorporated,
- (2) To ensure that when changes were made to the Code, they were made in all areas of the Code that address that topic, and
- (3) To ensure consistency throughout the Code

The City Attorney and City Clerk have worked with the City departments and with American Legal Publishing Company on the codification process, and a completed Code has been presented to the City of Greenville. Please note that codification does not change regulations that have been adopted by City Council. Adoption of this ordinance would adopt the Code of Ordinances as they have been codified. A copy of the revised Code of Ordinances is on file in the City Clerk's Office. If approved by City Council, the newly codified Code of Ordinances will be placed on the City's website and will replace the previous Code.

Fiscal Note: The cost of the codification was \$20,350, which was paid over two budget years.

Recommendation: Adopt the attached ordinance adopting the Code of Ordinances of the City of Greenville, North Carolina, revising, amending, restating, codifying and compiling certain existing general ordinances of the City of Greenville dealing with subjects embraced in such Code of Ordinances.

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 [ORDINANCE ENACTING A CODE OF ORDINANCES CODIFICATION ORDINANCE 855018](#)

ORDINANCE NO. 10-_____
AN ORDINANCE ADOPTING THE CODE OF ORDINANCES OF THE
CITY OF GREENVILLE, NORTH CAROLINA, REVISING, AMENDING,
RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL
ORDINANCES OF THE CITY OF GREENVILLE DEALING WITH SUBJECTS
EMBRACED IN SUCH CODE OF ORDINANCES

WHEREAS, North Carolina General Statute 160A-77 empowers and authorizes the City of Greenville to adopt and issue a code of its ordinances in book form.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

Section 1. The general ordinances of the City of Greenville as revised, amended, restated, codified, and compiled in book form are hereby adopted as and shall constitute “the Code of Ordinances of the City of Greenville, North Carolina.”

Section 2. Such Code of Ordinances as adopted in Section 1 shall consist of the following Titles:

- Title 1: General Provisions
- Title 2: Government And Administration
- Title 3: Financial Administration
- Title 4: Personnel Administration
- Title 5: Public Safety
- Title 6: Public Works
- Title 7: Parks, Recreation And Cultural Affairs
- Title 8: Public Utilities
- Title 9: Building, Planning And Development Regulations
- Title 10: Transportation And Traffic
- Title 11: Licensing And Regulatory
- Title 12: Offenses And Public Nuisances

Section 3. All prior ordinances pertaining to the subjects treated in such Code of Ordinances which were adopted on or before October 8, 2009, shall be deemed repealed from and after the effective date of this ordinance except as they are included and reordained in whole or in part in such Code of Ordinances; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance, nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing territory, granting franchises, authorizing public improvements, authorizing the issuance of bonds or certificates of participation or any evidence of indebtedness or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land to public use, closing or setting boundaries of streets or other public places, zoning or rezoning property, adopting or amending the comprehensive land use plan, establishing rates or fees including, but not limited to, rates and fees set forth in the Manual of Fees, adopting or amending the assignment of classes to salary grades and ranges,

adopting or amending a drug free workplace program or policy or substance abuse policy applicable to employees including, but not limited to, safety sensitive transit system employees and employees who are safety sensitive motor vehicle operators who possess a commercial driver's license, adopting or amending a schedule of traffic regulations, and ordering the repair or demolition of any dwelling, abandoned structure or nonresidential building or structure, nor shall such repeal affect any ordinances which are codified by appropriate entries upon official map books, nor shall such repeal affect any other ordinance of a temporary or special nature or pertaining to subjects not contained in or covered by such Code of Ordinances.

Section 4. Such Code of Ordinances shall be deemed published as of the day of its adoption and approval by the City Council of the City of Greenville and the City Clerk of the City of Greenville is hereby authorized and ordered to file a copy of such Code of Ordinance in the Office of the City Clerk.

Section 5. Such Code of Ordinances shall be in full force and effect upon its adoption, and such Code of Ordinances shall be evidence in all actions or proceedings before courts and administrative bodies of the ordinance and all provisions, sections, penalties and regulations therein contained.

Section 6. This ordinance shall become effective upon its adoption.

This the 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Award of bid for three rear-loading refuse trucks

Explanation: The Public Works Department requests approval to purchase three rear-loading refuse trucks. These trucks will replace three existing sanitation vehicles. The lowest responsive bidder was White's International Trucks of Greensboro, North Carolina, for an International chassis equipped with Pak-Mor refuse bodies at \$132,718 per truck for a total bid of \$398,154. The bid tabulation is attached.

The Public Works Department additionally recommends that the City purchase the optional 60-month/200,000 mile extended warranty on the International engine at the cost of \$2,350 per unit. This is a worthwhile investment as the 2010 emission engines incorporate new technology with unproven reliability or longevity. The extended engine warranty will cover all major engine components including the injectors, turbocharger, and water pump for five years versus three years for the standard warranty.

The Public Works Department also recommends that the City exercise the option to deduct the cost of two sets of engine and transmission diagnostic software and cables from the bid for a credit of -\$4,690.90. Since all three units use the same software and cables, one set will meet all Fleet Maintenance requirements.

The extended warranty option and the credit received from deleting the software package bring the total cost of the three units to \$400,514.

Fiscal Note: The three refuse trucks are replacement vehicles and are included in the City's approved FY 2009-2010 Vehicle Replacement Program as a component of the FY 2009-2010 budget.

Recommendation: Authorize the purchase of three International rear-loading refuse trucks from White's International Trucks of Greensboro, North Carolina, in the amount of \$400,514.

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 [Bid Tab Sheet](#)

**CITY OF GREENVILLE, NORTH CAROLINA
FINANCIAL SERVICES/PURCHASING
BID TABULATION**

DESCRIPTION:

Three (3) ea. 25 CY Rear Loading Refuse Trucks
Per Owner's Specifications
Formal Bid# 2009/10-05

January 7, 2010 @ 10:00 AM.**BID OPENING DATE & TIME**

COMPANY	BASE BID	ALTERNATE BID	DELIVERY DATE	COMMENTS
Triple-T International 2715 Hwy. 421 N Wilmington, NC 28402	\$400,306.89 2011 Int'l. w/ Pak-More RHC225B	\$406,845- 2011 Int'l. w/ E-Z Pak \$416,546.49- 2011 Int'l. w/ New Way Cobra \$435,511.89- 2011 Int'l. w/ McNeilus 2511	December 15, 2010. Did not give a stated delivery date.	Exceptions- stated that a lift axle is needed in order to comply with bridge law requirements. This is an additional cost of \$6,300.
Triple-T Freightliner 2715 Hwy. 421 N Wilmington, NC 28402	\$399,036 2011 Freightliner w/ Pak-Mor RHC225B	\$405,576- 2011 Freightliner w/ E-Z Pak G-300 \$413,580- 2011 Freightliner w/ New Way Cobra	December 15, 2010. Did not give a stated delivery date.	Exceptions- stated that a lift axle is needed in order to comply with bridge law requirements. This is an additional cost of \$6,300.
Tri-Point Truck Ctr. 3500 Yonkers Road Raleigh, NC 27604	\$404,934 Freightliner w/ Heil Body	\$409,551 Freightliner w/ Nu Life Cobra \$406,056 Freightliner w/ E-Z Pak	January, 2011	Exception taken to delivery and liquidated damages clause.
Volvo and GMC Truck Center 3880 Jeff Adams Drive Charlotte, NC 28256	\$504,372 2011 Volvo w/ New Way Body	\$502,377 2011 Volvo w/ E-Z Pak	December 15, 2010	No Exceptions taken

COMPANY	BASE BID	ALTERNATE BID	DELIVERY DATE	COMMENTS
Rush International Truck Center of Charlotte 3510 Jeff Adams Dr. Charlotte, NC 28206	\$392,735 Int'l. 7400 w/ Pak-More RHC- 225B	\$398,835 Int'l. 7400 w/ E-Z Pak	210 Days Special Note: "Bid is only good while 2007 Engine is still available."	Exception taken to 2010 Engine .
White's International Trucks P.O. Box 18605 Greensboro, NC 27419	\$403,594 International w/ Heil Body	\$402,870- Int'l. w/ E-Z Pack \$398,154- Int'l. w/ Pak-Mor Body	December 15, 2010	No Exceptions taken
Lodal South	No Bid			

Angela Brinkley
Purchasing Manager



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Contract award for architectural/engineering services for design/construction/inspection services of the elevator and fire escape project at the Lucille W. Gorham Intergenerational Center Lessie Bass Building

Explanation: The installation of an elevator and construction of a fire escape at the Intergenerational Center's Lessie Bass Building are necessary to allow for full use of the building's second floor. Second floor access for public activities must meet American with Disabilities Act (ADA) access and fire code exit requirements.

Staff recommends JKF Architecture be awarded this contract under the sole source provisions of the North Carolina General Statute for the following reasons:

1. The firm is qualified.
2. JKF Architecture has previously completed the preliminary design for the elevator and fire escape, and is most familiar with the building design and layout.
3. The need for expedient completion of the project to utilize grant funding to meet the rapidly expanding demand for the Center's services.

JKF Architecture's fee for this work is \$39,711. The work includes, but is not limited to, design and preparation of bid documents, bidding and construction contract negotiation, and construction administration services for the project.

Initial estimates for the project are \$200,000 for construction costs, \$20,000 as contingency, and the \$39,711 fee for design and construction administration. The total preliminary estimate for the project is \$259,711.

In order to legally award this contract without going through a qualification-based procurement process, City Council must adopt a resolution exempting this project from the statutory procurement process for architectural/engineering services. This is an authority granted to cities by statute, provided that City

Council adopts a resolution which includes the reasons and circumstances relating to exemption. A proposed resolution is attached for consideration.

Fiscal Note:


The City has been notified of a grant from the Perkins, Wells, and West Trusts through East Carolina University for design and construction of this project in the amount of \$170,000. The grant documents will be submitted for City Council approval at a future meeting. The remaining amount required for construction of the project will need to come from capital reserve funds, and a recommendation to appropriate these funds will be brought to the City Council after the construction bids are received.

Recommendation:

Adopt the attached resolution exempting the Lucille W. Gorham Intergenerational Center Lessie Bass Building Elevator and Fire Escape Project from the Statutory Procurement Process for Architectural and Engineering Service, and award a professional service contract to JKF Architecture for the design and construction administration of the Elevator and Fire Escape Project in the amount of \$39,711.

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

Attachments / click to download

 [Proposal for Intergenerational Center Elevator](#)

 [Lessie_Bass_Building_855152](#)

RESOLUTION NO. 10-____
RESOLUTION EXEMPTING THE INTERGENERATIONAL CENTER LESSIE BASS
BUILDING ELEVATOR AND FIRE ESCAPE PROJECT
FROM THE STATUTORY PROCUREMENT PROCESS FOR
ARCHITECTURAL AND ENGINEERING SERVICES

WHEREAS, the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes establish a process for the procurement of architectural and engineering services from which particular projects may be exempted in the sole discretion of the unit of local government; and

WHEREAS, it is appropriate to exempt the Intergenerational Center Lessie Bass Building Elevator and Fire Escape Project from the statutory procurement process for architectural and engineering services since preliminary plans have already been prepared by the firm for this project and expedient completion of the project is required to take advantage of grant funding;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby exempt the Intergenerational Center Lessie Bass Building Elevator and Fire Escape Project from the statutory procurement process for architectural and engineering services in accordance with the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes.

Adopted this 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



January 21, 2010

Mr. Wesley Anderson, PE
City of Greenville
Public Work Department
1500 Beatty Street
Greenville, NC 27834

RE: City of Greenville Intergenerational Center Building Elevator Addition
JKF Proposal

Dear Mr. Anderson:

As requested by Ken Jackson, please accept our proposal for the above project as requested for the above project.

1) Scope of the Work:

- a) Add a 2-stop elevator to the existing Intergeneration Center Building to serve the first and second floors. A new exterior shaft will be required, final location determined by the Architect and Owner, and generally in accordance with preliminary feasibility design prepared by JKF Architecture in 2007.
- b) Elevator for the building will tie into the existing fire alarm system. The building is fully protected with a sprinkler system. The new elevator shaft and machine room shall have new mechanical (stand-alone) HVAC system, possibly new electrical service, power, and lighting, and necessary life-safety features.
- c) Minimal renovations shall be required to the interior layout as necessary to facilitate access to the new elevator.

2) Scope of Professional Services:

- a) Field measure the existing two-story building with partial basement, and update CADD floor plans and exterior elevations to be used in the development of the design. Initial plans and elevations were previously prepared by JKF Architecture in 2007.
- b) Perform Building Code Analysis to determine life safety parameters.
- c) The proposed design will be in accordance with Feasibility Plans Prepared by JKF Architecture in 2007. JKF Architecture will confirm the scope requirements via an initial scope confirmation meeting with City staff and users. Minor alterations and variations may be considered.
- d) JKF Architecture shall facilitate a design review meeting at approximately 35% completion of the design and construction document process to review details and design with City staff/users. Comments shall be incorporated into the final construction documents.
- e) Prepare construction documents for Informal Bidding utilizing shortened format for general conditions. All technical specifications will be placed on the drawings except as

ARCHITECTURE
PLANNING
DESIGN

P.O. Box 20662
Greenville, NC 27858
Phone: 252-355-1068
Fax: 252-355-0216
jkf@jkf-arch.com (e-mail)
www.jkf-arch.com (Website)

Item # 8

January 21, 2010
Greenville Elevator
Page 2 of 3

determined by the Architect. Elevator specifications will be based on NC Department of Labor standard specifications for elevators.

- f) JKF Architecture shall facilitate a final construction document review meeting with City staff/users. Any comments shall be incorporated into the final documents.
 - g) A list of activities and anticipated architectural drawings is attached. Structural and PME consultants have also been included and shall follow the Architect's drawing format as required.
 - h) Provide Informal Bid Documents to qualified bidders. Our effort does not include advertising for bids. Invitations will be sent to at least three local bidders. Owner will meet MBE requirements. JKF Architecture will facilitate receipt of Informal Bid Documents, evaluate and recommend approval of the lowest bidder. Bid Form will be formatted so the Owner can execute the Bid Form as an agreement by signing the Bid Form. We will solicit other required documents for the contract including Certificates of Insurance. Performance and Payment Bonds are not normally required for projects under \$300,000 unless requested by the Owner.
 - i) Issue a notice to proceed to the contractor and conduct pre-construction conference, review shop drawings, review and approve pay applications, respond to RFI's and field conditions. Provide administration of the construction contract including up to 6 site visits by architect, 3 by structural engineer, and 3 by PME engineer.
 - j) Perform a final inspection for acceptance of the work.
 - k) Solicit necessary close-out documents.
 - l) Services do not include discovery, identification, or abatement design of hazardous material including asbestos and lead paint. We would recommend the Owner acquire a hazardous materials survey. We can facilitate a firm to perform this inspection upon direction from the Owner.
- 3) Names of Consultants:
- a) Engineering Source; Greenville, NC (PME Engineering)
 - b) RPA Engineering; Greenville, NC (Structural Engineering)
- 4) Based on our estimated effort for professional services per the attached task sheet, we propose a Lump Sum Fee of **\$39,770** for our services. This fee may be broken down as follows:
- a) Design and Construction Documents (74%): \$29,430
 - b) Informal Bidding (7%): \$ 2,784
 - c) Construction Administration (19%): \$ 7,556
 - d) Includes printing & reproduction costs for informal bidding up to 12 total sets of drawings and specifications. Additional sets, if required, will be invoiced at cost as reimbursable expense.
 - e) Changes to scope based on existing conditions and scope, if required, shall be performed on an hourly basis utilizing rates on the attached task sheet.

January 21, 2010
Greenville Elevator
Page 3 of 3

- 5) Based on the scope of the original feasibility plan prepared by this office, we would estimate the project budget as follows:
 - a) Construction cost, \$200,000
 - b) Contingency, \$20,000
 - c) Proposed Design Fee, \$39,711
 - d) TOTAL PROJECT, \$259,711**
- 6) Invoices shall be submitted to the owner on a monthly basis and are due within 21 days of invoice.
- 7) Schedule of critical dates:
 - a) Initial scope meeting, upon notice to proceed (NTP).
 - b) Design review meeting at 35%, 30 days after NTP.
 - c) Final Construction Documents review, 75 days after NTP.
 - d) Construction Documents: Complete within 90 days of NTP.
 - e) We would then estimate 30 days for Informal Bidding, 30 days for contracts, and 150 days for construction.

We look forward to starting work immediately and discussing a more detailed schedule with you. Please contact me at your convenience should you wish to discuss this proposal in more detail.

Sincerely,

John K. Farkas, AIA
President

xc:

- Ken Jackson

Attach:

- Task Worksheet

file: c:\jkf briefcase\marketing\cog intergenerational center elevator addition\013-001.doc
Proposal Accepted by The City of Greenville

Name/ Title (Printed)

Name/ Title

Date

CITY OF GREENVILLE
INTERGENERATIONAL CENTER
ELEVATOR ADDITION

Activity	Personnel									
	Principal Architect	Designer III	Designer II	Designer I	Administrative	Total Estimated M.Hrs	Total Est. Hrly. Rate Cost			
1/15/2010 (2010 #02)										
DESIGN DEVELOPMENT	START:									
CODE REVIEW & ANALYSIS	4									
CONSULTANT COORDINATION	4	2	2							
OWNER COORDINATION/MEETINGS	4									
COST ESTIMATE	4									
DRAWINGS INCL. DESIGN TIME & PRODUCTION										
T1.0 TITLE SHEET		1	1	1						
T1.1 CODE SHEET	2	3	3	3						
A1.1 FIRST & SECOND FLOOR/RCP PLAN	3	8	8	8						
A2.1 EXTERIOR ELEVATIONS	3	6	6	6						
A3.1 WALL SECTIONS	3	5	5	5						
A7.1 FIRE CODE DETAILS/SCHEDULES	2	3	3	3						
INFORMAL SPECIFICATIONS	4					2				
FIELD CONDITIONS	2	3	3	3						
SUBTOTAL ESTIMATED HOURS	35	31	31	31	2	130	\$9,300			34%
CONSTRUCTION DOCUMENTS	START:									
CODE REVIEW & ANALYSIS	2									
CONSULTANT COORDINATION	4	2	2	2						
OWNER COORDINATION/MEETINGS	4									
COST ESTIMATE	4									
DRAWINGS INCL. DESIGN TIME & PRODUCTION										
T1.0 TITLE SHEET		1	1	1						
T1.1 CODE SHEET	1	2	2	2						
A1.1 FIRST & SECOND FLOOR/RCP PLAN	4	10	10	10						
A2.1 EXTERIOR ELEVATIONS	3	8	8	8						
A3.1 WALL SECTIONS	3	8	8	8						
A7.1 FIRE CODE DETAILS/SCHEDULES	2	6	6	6						
INFORMAL SPECIFICATIONS	12					4				
SUBTOTAL ESTIMATED HOURS	39	37	37	37	4	154	\$10,850			40%
BIDDING	START:									
*Solicit MBA for bidding										
*Distribute Bid Documents									4	
*Conduct Pre-Bid Conference incl. MBA	2									
*Bid Clarifications & Addenda	2	2	2	2		2				
*Advertise									2	
*Conduct Bid Opening	2									
*Evaluate Bids	0.5									
*Recommend Award	0.5									
*Issue Award Letter	0.5									
*Prepare Contracts	0.5									
*										
*										
SUBTOTAL ESTIMATED HOURS	8	2	2	2	8	22	\$1,790			7%
CONSTRUCTION ADMINISTRATION	START:									

CITY OF GREENVILLE
INTERGENERATIONAL CENTER
ELEVATOR ADDITION

Activity	Personnel					Total Estimated M.Hrs	Total Est. Hrly. Rate Cost
	Principal Architect	Designer III	Designer II	Designer I	Administrative		
1/15/2010 (2010 #02)							
*Preconstruction Conference	2						
*Inspections (G)	12						
*Shop Drawings	8	2	2	2	6		
*RFI's, SI's, CO's	4						
*Payment Applications							
*Pre-Final	4						
*Final Inspection	4						
SUBTOTAL ESTIMATED HOURS	34	2	2	2	6	46	\$4,920

18%

PROJECT MANAGEMENT	4	0	0	0	0	4	\$500
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TOTAL HOURS BY STAFF	120	72	72	72	20	356	\$27,360
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OTHER EXPENSES:		
ENGINEERING SOURCE		\$4,600
RPA ENGINEERING		\$5,000
x		\$0
x		\$0
Subtotal		\$9,600
Consultant Mark-up	20%	\$1,920
Printing/P#H		\$250
Mileage	0 Mi. @ \$0.50	\$0
Expense Mark-up	20%	\$50
Contingency	5%	\$591
TOTAL FEE ESTIMATE		\$39,771

Hourly Rate Data:	
Principal Architect	\$125.00
Designer III	\$70.00
Designer II	\$50.00
Designer I	\$35.00
Administrative	\$60.00



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Rejection of all bid proposals for the construction contract for HVAC System for City Hall IT Server Room Project


Explanation: The Public Works Department pre-qualified three contractors to bid on the contract for installing the HVAC System for City Hall Server Room Project. The request for proposals was issued to the three contractors on January 6, 2010. Bids were received and opened on January 22, 2010. Attached is a bid tabulation. The lowest bid was received from American Builders, Inc. of Greenville, in the amount of \$491,500. The lowest bidder and the next lowest bidder, Southern Piping Company of Wilson, were determined as non-responsive due to failure of providing a completed non-collusion affidavit form with their bid proposals. The third bidder, Central Heating and A/C of Kinston, met all bid requirements. Central Heating's bid proposal was in the amount of \$543,340. The difference between the lowest and highest bid is \$51,840. The City has the potential for savings of limited construction funds given the difference in bid amount between the lowest and highest bidders. Based on these results, staff recommends that City Council reject all bids and re-advertise the project.

The Department plans on advertising the project to a wider audience to increase participation. In summary, if the City Council approves this recommendation, advertising for the project will begin at the end of February. The City Council could consider award of a contract for this project in April 2010.

Fiscal Note: The minor costs associated with re-advertising the project will be funded from the project account.

Recommendation: Reject all bids for the construction contract for the HVAC System for City Hall IT Server Room Project and direct staff to re-advertise the project.

Attachments / click to download

 [HVAC Bid Tab Sheet](#)

HVAC System for Greenville City Hall IT Server Room Project

BID TABULATION SHEET City of Greenville, North Carolina Engineering Division

Bid Opening: January 22, 2010 2:00 p.m.

Contractor	5% Bid Bond		Received Addendum		M/WBE		NCA Form		Total Base Bid
	Yes	No	Yes	No	Yes	No	Yes	No	
American Builders, Inc	X		X		X			X	\$491,500.00
Southern Piping Co	X		X		X			X	\$497,800.00
Central Heating & A/C Inc	X		X		X		X		\$543,340.00

David T. Brown
David T. Brown, PE, City Engineer

Jan. 22, 2010
Date



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Contract award for the South Tar River Greenway Project - Phase II

Explanation: Bids for the South Tar River Greenway Project - Phase II (STIP No. E-4702) were received on Thursday, January 21, 2010. Five bids were received and opened. One bidder failed to submit a completed bid tabulation and was identified as non-responsive. The bid tabulation is attached. The lowest responsive base bid was submitted by Greenville Paving & Contracting, Inc. of Greenville, NC, in the amount of \$893,940.69.

Phase II of the project will involve the construction of 2 ½ miles of a 10-foot wide asphalt greenway along the south side of the Tar River beginning at a point just east of N. Warren Street and ending at the Green Mill Run Greenway located in Green Springs Park adjacent to E. 5th Street. This phase includes the installation of 445 LF of wood boardwalk and associated appurtenances. The project will also include all site preparation, grading, asphalt and concrete work, and the installation of 400 LF of storm drainage pipe.

In December 2004, the South Tar River Greenway Project was included in the Federal FY 2005 Appropriations Act that identified \$1,488,000 in the Federal Highway Administration (FHWA) budget for this project. In June 2005, the City Council approved a municipal agreement with the North Carolina Department of Transportation (NCDOT) that set out the City's and NCDOT's responsibilities to accomplish this project. Under this agreement, the City is responsible for administration and management of project design and construction. NCDOT will administer the disbursement funds to the City on a reimbursement basis.

Fiscal Note: In accordance with the municipal agreement with NCDOT for this project, the City shall be reimbursed one hundred percent (100%) of the costs up to the maximum amount of \$1,488,000. The proposed budget for this project is as follows:

Expenditures

Greenway Construction Contract \$893,940.69

Project Contingency (5%)	\$ 44,697.03
Total Project Cost	\$938,637.72

Revenues

Federal Grant	\$938,637.72
---------------	--------------

With the completion of Phase I, the balance of the identified grant should be sufficient to cover the total project cost presented above. However, if the project expenditures exceed this amount, the City is permitted to utilize funds from another Federal grant that was received for the Green Mill Greenway Project. This is an 80/20 cost share grant in which the City is responsible for matching 20% of the grant funds expended for a project.

Recommendation: Award a construction contract for the South Tar River Greenway Project - Phase II to Greenville Paving & Contracting, Inc. in the amount of \$893,940.69 and approve the attached resolution requesting a Concurrence in Award from NCDOT.

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

Attachments / click to download

- [South Tar River Greenway Bid Tab](#)
- [Resolution for South Tar River Greenway 854637](#)

RESOLUTION NO. 10-__

**RESOLUTION REQUESTING A CONCURRENCE IN AWARD
FROM THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
FOR THE SOUTH TAR RIVER GREENWAY PROJECT – PHASE II**

WHEREAS, the North Carolina Department of Transportation and the City of Greenville have entered into a municipal agreement to design and construct the South Tar River Greenway Project, Project No. E-4702; and,

WHEREAS, the City has prepared the project construction documents and received bids from contractors in accordance with the City's formal bid process; and,

WHEREAS, the City has reviewed and identified Greenville Paving & Contracting, Inc. as the lowest responsible bidder;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the contract for the construction of Project No. E-4702 in Pitt County is hereby awarded to Greenville Paving & Contracting, Inc. and that the Mayor of the City of Greenville is hereby authorized to execute an agreement with Greenville Paving & Contracting, Inc. for the construction of said project in the amount of \$893,940.69 provided that a Concurrence in Award for the project is received from the North Carolina Department of Transportation.

ADOPTED this 11th day of February 2010.

PATRICIA C. DUNN, MAYOR

ATTEST: _____
WANDA T. ELKS, CITY CLERK

South Tar River Greenway Project Phase II

BID TABULATION SHEET City of Greenville, North Carolina Engineering Division

Bid Opening: January 20, 2010 2:00 p.m.

Contractor	5% Bid Bond		Received Addendum		DBE		NCA Form		Total Base Bid
	Yes	No	Yes	No	Yes	No	Yes	No	
Greenville Paving & Contracting, Inc	X		X		X		X		\$893,940.69
Allen Grading Company, Inc	X		X		X		X		\$927,726.00
PLT Construction Company, Inc	X		X		X		X		\$934,546.31
Hine Sitework, Inc	X		X		X		X		\$1,049,196.00
Burney & Burney Construction, Inc	X			X	X		X		Non-responsive Incomplete Package

David T. Brown
David T. Brown, PE, City Engineer

Jan. 20, 2010
Date



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Resolution approving the execution of a municipal agreement with NCDOT for Section 5303 Planning Grant funds

Explanation: The City annually is awarded a planning grant to assist in conducting short term and long range planning for the City's bus service. The City's request for planning funds is submitted as part of the Greenville Urban Area Metropolitan Planning Organization annual Planning Work Program (PWP). This agreement provides Greenville Area Transit (GREAT) planning funds for FY 2010. The Federal Transit Administration and the North Carolina Department of Transportation are the approving agencies for this grant. The Federal portion of the grant funds 80% of the cost of the program while the state funds 10%. These funds are used to support the salaries of the Transit Manager and the system planner.

<u>Fiscal Note:</u>	Federal Share	\$26,432
	State Share	\$ 3,304
	Local Share	\$ 3,304
	TOTAL	\$33,040

Recommendation: Adopt the attached resolution approving the municipal agreement for the Section 5303 Planning Grant funds and authorizing the Mayor to execute the Agreement between the City and the North Carolina Department of Transportation.

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

Attachments / click to download

- [Resolution for 5303 Funds](#)
- [Contract for 5303 Funds](#)

AUTHORIZING RESOLUTION

**THE FY2010 PLANNING WORK PROGRAM
OF THE GREENVILLE URBAN AREA.**

5303 Grant Program
10-08-011

A motion was made by _____
and seconded by _____ for the
adoption of the following resolution, and upon being put to a vote was duly adopted.

Whereas, a comprehensive and continuing transportation planning program must be carried out cooperatively in order to ensure that funds for transportation projects are effectively allocated to the Greenville Urban Area.

Whereas, the City of Greenville has been designated as the recipient of Federal Transit Administration Metropolitan Planning Program funds.

Whereas, the City of Greenville will comply with all requirements as set forth in the 5303 Planning Grant Program and appropriate applicable regulations or guidance.

NOW, THEREFORE, BE IT RESOLVED BY THE GREENVILLE CITY COUNCIL.

1. That the Mayor is authorized to execute this Agreement for Transit funding under the 5303 Planning Grant Program.
2. That the Mayor and/or City Manager are authorized to submit any additional information as the Federal Transit Administration or the North Carolina Department of Transportation may require in connection with this project.

ADOPTED this the ____ day of February, 2010

Patricia C. Dunn, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on February _____, 2010.

Wanda T. Elks, City Clerk

Date

STATE OF NORTH CAROLINA
COUNTY OF WAKE

METROPOLITAN PLANNING PROGRAM
GRANT AGREEMENT FOR
PUBLIC BODY ORGANIZATIONS

**NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

CFDA NUMBER: 20.505

and

PROJECT NUMBER: 10-08-011

**CITY OF GREENVILLE
On behalf of
GREENVILLE URBAN AREA
METROPOLITAN PLANNING
ORGANIZATION**

WBS ELEMENT: 36230.17.8.6

PO NUMBER: TBD

THIS AGREEMENT made this the ___ day of _____, 20__, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF GREENVILLE**, [acting in its capacity as the designated Federal Transit Administration (FTA) Planning Program (49 U.S.C. 5303) recipient for the **GREENVILLE URBAN AREA MPO**, hereinafter referred to as the "Contractor"].

WHEREAS, the Contractor has been selected by principal elected officials as the designated transportation Lead Planning Agency for **GREENVILLE URBAN AREA MPO**; and

WHEREAS, certain funds may be made available to designated transportation Lead Planning Agencies for supporting the "3-C" Process pursuant to 49 U.S.C. 5303; and

WHEREAS, the Department receives funds from FTA which includes 49 U.S.C. 5303 funds which may be made available to the Contractor for transportation planning for the **GREENVILLE URBAN AREA MPO**; and

WHEREAS, 49 U.S.C. 5303 promulgates that it is declared to be in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner that will serve the states and local communities efficiently and effectively; and

WHEREAS, the purposes of 49 U.S.C. 5303 are to assist in the development of improved public transportation facilities, equipment, techniques, and methods with the cooperation of public transportation companies both public and private; to encourage the planning and establishment of area-wide urban public transportation systems needed for transportation companies both public and private; and to provide assistance to state and local governments and their instrumentalities in financing such systems, to be operated by public or private public transportation companies as determined by locals needs; and

WHEREAS, various federal urban transportation planning regulations require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process (commonly referred to at the "3-C" process); and

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes designates the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, effective February 14, 1986, the Governor of the State of North Carolina designated the Department as the single State Agency specifically authorized to administer Planning Program and Statewide Planning funds for urbanized areas; and

WHEREAS, the Governor of North Carolina, in accordance with Section 5303 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, and the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178, June 1998, as amended, has designated the Department as the agency to receive and administer Federal funds under this program; and

WHEREAS, the Department and the Contractor desire to secure and utilize funds for the above referenced purposes;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of public transportation studies described in each cycle of the Planning Work Program (commonly and herein after referred to as "PWP") properly developed, endorsed, approved, and transmitted by the Contractor to the Department, and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the PWP will be undertaken and completed.

Section 2. Project Scope & Implementation. Contractor agrees at all times to comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Contractor and NCDOT/FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to do so shall constitute a material breach of this contract.

The Contractor agrees to carry out the Project as follows:

The Contractor agrees to carry out the Project as follows:

a. Scope of Project. The Contractor shall undertake and complete the public transportation planning work described in such respective sections of the PWP, filed with and approved by the Department and specifically incorporated herein by reference, in accordance with the terms and conditions of this Agreement. The planning funds referred to herein shall be 49 U.S.C. 5303 funds passed through the Department to the Contractor under this Agreement, and any planning funds provided to the Contractor under this Agreement shall be used for only transportation planning related activities and in accordance with the most current approved PWP. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations. The Contractor shall undertake and complete the public transportation planning work described in the PWP in accordance with the procedures and guidelines set forth in the following documents:

- (1) FTA Circular 8100.1C, dated September 1, 2008, at (www.fta.dot.gov/publications/publications_circulars_guidance.html);
- (2) FTA Master Agreement, dated October 1, 2008, Document Number FTA MA (15), at www.fta.dot.gov/documents/15-Master.pdf;
- (3) The Section 5303 grant application

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

b. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any sub recipient, third party contractor, lessee or other person or entity that is

not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, sub agreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any sub recipient, third party contractor, or lessee.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

c. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations; and agrees to inform the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum.

d. Limitations of Agreement. This Agreement shall be subject to the availability of Federal and State funds, and contingent upon the terms and conditions of the Master Agreement between the FTA and the Department and the action of the NC General Assembly

Section 3: Project Budget/Cost of Project. The total cost of the Project approved by the Department is **THIRTY-THREE THOUSAND FORTY DOLLARS (\$33,040)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A

(1) Federal Share. The Department shall provide, from Federal funds, **EIGHTY PERCENT (80%)** of the actual net cost of the Project, not in excess of **TWENTY-SIX THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS (\$26,432)**.

(2) State Share. The Department shall provide, from State funds, **TEN PERCENT (10%)** of the actual net cost of the Project, not in excess of **THREE THOUSAND THREE HUNDRED FOUR DOLLARS (\$3,304)**. The Department does not provide matching funds for non-transit planning activities. The Contractor shall be responsible for any remaining costs.

(3) Local Share. The Contractor hereby agrees that it will provide **TEN PERCENT (10%)** of the actual net cost of the Project and any amounts in excess of the Department's maximum. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost. The Contractor shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs at the time directed.

Section 4: Period of Performance.

This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2009 TO JUNE 30, 2010**, unless written authorization to the contrary is provided by the Department. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

Section 5: Contractor's Capacity.

a. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

- (1) Plan, manage, and complete the Project;
- (2) Carry out the safety and security aspects of the Project; and
- (3) Comply with the terms of this agreement, the Master Agreement between the

FTA and the Department, the Approved Project Budget, the Project schedules, and applicable Federal and State laws, regulations, and directives.

b. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

(1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 at (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>).

(2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (<http://reports.oah.state.nc.us/ncac.asp>).

c. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

d. Contractor's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, the Master Agreement between the FTA and the Department, and this Agreement, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the FTA and the Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

Section 6: Subcontractors & Lessees

a. Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor, the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

b. Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance

with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

c. Significant Participation by a Lessee of a Contractor. Although the contractor may lease project property and delegate some or many project responsibilities to one or more lessees, the Contractor agrees that it, rather than any lessee, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

d. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants (such as subcontractors, third party contractors, lessees, or other) will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and state laws, regulations and directives affecting Project implementation, except to the extent FTA and the Department determines otherwise in writing. In addition, if any entity other than the Contractor is expected to fulfill responsibilities typically performed by the Contractor, the Contractor agrees to assure that the entity carries out the Contractor's responsibilities as set forth in this Grant Agreement for the Project or the FTA Master Agreement.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(a) Required Contract Clauses. The Contractor agrees to use a written document (such as a subagreement, lease, third party contract or other) including appropriate clauses stating the entity's (subrecipient, lessee, third party contractor or other) responsibilities under Federal and state laws, regulations, or directives, except to the extent that FTA determines otherwise in writing.

(b) Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as the Department determines otherwise in writing.

Section 7: Ethics

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, sub agreements, or leases financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier, any sub recipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor

may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.

(1) Gifts. It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, 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). This prohibition covers those vendors and contractors who:

- (a) have a contract with a governmental agency; or
- (b) have performed under such a contract within the past year; or
- (c) anticipate bidding on such a contract in the future.

State Executive Order 24 and G.S. Sec. 133-32.

b. Conflict of Interest Policy. In accordance with N.C.G.S. 143-6.2(b1), the Contractor shall file with the Department a copy of Contractor's policy addressing conflicts of interest that may arise involving the Contractor's management, employees, and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Contractor's employees or members of its board or other governing body, from the Contractor's disbursing of Federal/State funds and shall include actions to be taken by the Contractor or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds.

(1) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or sub agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub recipient or impair its objectivity in performing the contract work.

c. Debarment and Suspension.

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995 , or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940,180.935 and 180.945.

The Contractor agrees to comply, and assures the compliance of each third party contractor, sub-recipient, or lessee at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29, Subpart C and 49CFR29, Subpart C in any lower tier covered transaction it enters into. The Contractor agrees to, and assures that its third party contractors, sub-recipients, and lessees will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.

d. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal/State assistance application for the Project.

e. Lobbying Restrictions. The Contractor agrees that:

- (1) In compliance with 31 U.S.C. 1352(a), as amended by the Lobbying Disclosure Act of 1955, that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies it will not use and has not used Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;
- (2) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
- (3) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

f. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k) (2) (B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

g. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent

claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate. The Contractor agrees to comply with the requirements of 49 CFR29, Subpart C throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 8. Project Expenditures & Reimbursement.

a. General. The Department shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement which shall be financed with Federal Section 5303 funds and State matching funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved PWP and approved Project Budget included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department. All payments issued by the Department will be on a reimbursable basis unless the Contractor requests and the Department approves an advance payment. The Department allows grantees in good standing to request advance payment (prior to issuing payment to the vendor) for vehicles and other high-cost capital items. The Contractor agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Contractor shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Contractor.

b. Payment and Reimbursement. The Contractor shall submit itemized invoices requesting reimbursement to the Department for the Period Covered not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. Expenditures submitted for reimbursement shall include all eligible costs incurred within the Period Covered. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Failure to request reimbursement for eligible projects costs incurred within the Period Covered as outlined may result in non-payment and/or termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms.

Failure to request reimbursement for eligible project costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

c. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:

(a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;

(b) Any cost that is not included in the latest Approved Project Budget;

(c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;

(d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and

(e) Any cost ineligible for FTA/Department participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor shall limit reimbursement for meals, lodging and travel to the rates established by the State of North Carolina Travel Policy. Costs incurred by the Contractor in excess of these rates shall be borne by the contractor.

(3) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the Federal/State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the Federal/State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal/State Government determines that the Contractor is not entitled to receive any portion of the Federal/State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the Federal/State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal/State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the Federal/State Government may recover any Federal/State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal/State Government may have against the Contractor.

d. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the Federal/State Government, whether for excess payments of Federal/State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23.

(3) Payment to FTA. The Department shall be responsible to remit amounts owed to FTA, after receipt of repayment from the Contractor.

e. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

Section 9. Accounting Records.

a. Accounting System. The Contractor will be responsible for having an adequate cost accounting system, and the ongoing burden of proof of adequacy for such system shall be upon the Contractor. The Department will determine whether or not the Contractor has an

adequate cost accounting system. Such determination shall be documented initially prior to payment of any invoices pursuant to the Agreement, and from time to time as deemed necessary by the Department. In the event of a negative finding during such determining proceedings, the Department may suspend, revoke, or place conditions upon its determination, and/or may recommend or require remedial actions as appropriate.

b. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved budget and shall be reported to the Department in accordance with invoicing forms provided by the Department and the approved PWP.

c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, the Office of Management and Budget Circulars A-87, "Costs Principles for State, Local, and Indian Tribal Governments" and A-102 "Grants and Cooperative Agreements with State and Local Governments."

d. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

(1) Based on work completed to the satisfaction of the Department within the timeframe established by the most current approved PWP, and further be made in conformance with the PWP Description and the PWP Budget and all other provisions of this Agreement;

(2) Necessary in order to accomplish the Project;

(3) Reasonable in amount for the goods or services purchased;

(4) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;

(5) Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received;

(6) In conformance with the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments;"

(7) Satisfactorily documented; and

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department.

Section 10. Reporting

a. Reports. The Contractor shall advise the Department regarding the progress of the Project at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not limited to meetings and progress reports. The Contractor shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of

contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

Section 11. Record Retention, Access to Records.

a. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule -- Public Transportation Systems and Authorities, April 1, 2006," at (<http://www.ah.dcr.state.nc.us/records/local/>).

b. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

c. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

Section 12. Project Completion, Audit, Settlement, and Closeout.

a. Project Completion. Within ninety (90) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

b. Financial Reporting and Audit Requirements. In accordance with OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," revised on June 27, 2003, and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of OMB Circular A-133 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." The cost of any audit not conducted in accordance with OMB Circular A-133 and N.C.G.S. 159-34 is unallowable and shall not be charged to State or Federal grants.

d. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 8d of this Agreement.

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 13. Civil Rights. The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

d. Disadvantaged Business Enterprises.

(1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific DBE goals are not established for this project, the Department encourages the Contractor to have participation from DBE contractors and/or suppliers

(4) Listing of DBE Subcontractors. The contractor, at the time the Letter of Interest is submitted, shall submit a listing of all known DBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no DBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

(5) Certified Transportation Contractor Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only contractors identified as DBE certified in the Directory shall be listed in the proposal.

The listing of an individual contractor in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels (Contractor, subconsultant or subcontractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no DBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Contractor, subconsultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

e. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any subsequent amendments to these acts.

g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq.*, January 22, 2001.

h. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.

i. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 14. Planning and Private Enterprise.

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006, and other subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the

SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 14a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

c. Infrastructure Investment. During the implementation of the Project, the Contractor agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 15. Preference for United States Products and Services. To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

Section 16. Procurement. To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal Standards. The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 19.40 through 19.48 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department or the FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.

e. In-State Bus Dealer Restrictions. The Contractor agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. chapter 53.

f. Neutrality in Labor Relations. To the extent permitted by law, the Contractor agrees to comply with Executive Order No. 13202, "Preservation of Open Competition and Government

Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," Executive Order No. 13202, as amended by Executive Order No. 13208, 41 U.S.C. § 251 note, which among other things prohibits requirements for affiliation with a labor organization as a condition for award of any third party contract or subcontract for construction or construction management services, unless the Federal Government determines otherwise in writing.

g. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.

h. Force Account. The Contractor agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

i. Department Technical Review. The Contractor agrees to permit the Department to review and approve the Contractor's technical specifications and requirements to the extent the Department believes necessary to ensure proper Project administration. The Contractor agrees to submit the following to the Department for its review and approval prior to solicitation:

(1) New/adapted specifications for equipment, supplies, apparatuses and new-type rolling stock. This requirement does not apply to equipment, supplies, or apparatuses with cost of less than \$30,000; or to Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).

(2) Drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters.

j. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following:

(1) All new-type rolling stock, excluding Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).

(2) All construction projects equal to or greater than \$30,000;

(3) Any "brand name" product or sole source purchase equal to or greater than \$3,000;

(4) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$3,000;

(5) Any procurement equal to or greater than \$90,000;

(6) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.

k. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

l. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

m. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and sub agreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

n. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.

o. Rolling Stock. In acquiring rolling stock, the Contractor agrees as follows:

(1) Method of Acquisition. The Department's Public Transportation Division, through the North Carolina Department of Administration, Purchase and Contract Division, awards vehicle contracts for its grant recipients to purchase public transit vehicles. These vehicle contracts comply with FTA and State requirements. The Contractor will utilize these vehicle contracts to purchase public transit vehicles included in the Approved Budget for this Project. For public transit vehicles not included in these contracts, the Contractor shall conduct a competitive procurement process in accordance with this Agreement.

(2) Multi-year Options. In accordance with 49 U.S.C. § 5325(e)(1), the Contractor may not enter into a multi-year contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.

(3) Pre-Award and Post-Delivery Requirements. The Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663 and, when promulgated, any amendments to those regulations. The Contractor understands and agrees that to the extent the provisions of 49 U.S.C. § 5323(m), as amended by SAFETEA-LU conflict with FTA's implementing regulations, as currently promulgated, the provisions of 49 U.S.C. § 5323(m), as amended, prevail.

(4) Bus Testing. To the extent applicable, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

p. Bonding. For construction projects, the Contractor agrees to provide bid guarantee bond (5% of bid price) and performance and payment bonds (100% of contract price) and comply with any other construction bonding provisions as the Department may determine.

q. Architectural, Engineering, Design, or Related Services. For all architectural, engineering, design, or related services the Contractor shall use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Brooks Act] procedures. The Contractor shall follow applicable statutes, N.C.G.S. 143-64.31-34 and requirements set forth in FTA Circular 4220.1F, to retain a qualified, registered architect or professional engineer.

(1) The Contractor agrees to comply with qualifications-based competitive proposal procedures, which require:

- (a) An offeror's qualifications be evaluated;
- (b) Good faith effort to use minority-owned businesses;
- (c) Price be excluded as an evaluation factor;
- (d) Negotiations be conducted with only the most qualified offeror;
and
- (e) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable.

(2) Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The Contractor acknowledges and agrees that qualifications-based competitive proposal procedures can only be used for procurement of the following services:

- (a) Program management;
- (b) Construction management;
- (c) Feasibility studies; and
- (d) Preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

(4) The Contractor also agrees to:

- (a) Include applicable Federal requirements and certifications in the solicitation;
- (b) Submit procurement documents to the Department for its review and approval prior to the award of any contract for A&E services for the Project; and
- (c) Maintain written documentation to support each step of the procurement process.

r. Design-Bid-Build Projects. The Design-Bid-Build method of construction is where there are separate contracts and procurement processes for the design and construction. Typically the designer coordinates the numerous prime contractors that are involved in the construction process. The Contractor may use design-bid-build procurements to implement its projects after it has complied with applicable Federal and State requirements and obtains approval from the Department prior to solicitation and award of the contract.

s. Design-Build Projects. The Design-Build method of construction is where a single contractor is given responsibility for both design and construction, thus eliminating an intermediate procurement step with possible time saving, and more effective coordination and opportunities for cost savings. Currently, this procurement method is not an allowable method of procurement by the State of North Carolina. The Contractor may request to use the design-build method as an "alternate" method. Submission of justification must be presented to the State Building Commission for a 2/3-majority vote of approval. One of the drawbacks of design-build is that the owner does not have an independent source (the A/E in traditional construction) overseeing design implementation and verifying conformance with the drawings and specifications.

t. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

- (a) Construction/repair work; or
- (b) Purchase of apparatus, supplies, materials or equipment. See Subsection 16t(2), this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information

processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1F, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 16t(1) and 16t(2) of this Agreement. For all architectural, engineering, design, or related services, the Contractor agrees that the qualifications-based competitive proposal process shall be used (see Subsection 16q, this Agreement).

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

- (a) Normally conducted with more than one source submitting an offer (proposal);
- (b) Either fixed price or cost reimbursement type contract will be used;
- (c) Generally used when conditions are not appropriate for use of sealed bids;
- (d) Requests for proposals will be publicized;
- (e) All evaluation factors will be identified along with their relative importance;
- (f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;
- (g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;
- (h) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and
- (i) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

u. Award to Other than the Lowest Bidder. In accordance with Federal and State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

v. Award to Responsible Contractors. The Contractor agrees to award third party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over \$25,000, the Contractor shall comply, and assure the compliance of each third party contractor and sub recipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over \$25,000, which are funded in part with Federal funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: <http://epls.arnet.gov/>.

w. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Contractor agrees to:

- (1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- (2) Express the said amount as a percentage of the total costs of the planned acquisition.

x. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

y. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the Federal and State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 17. Leases.

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto. All lease agreements must be approved by the Department prior to execution.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 18. Insurance & Real Property.

a. Insurance. The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment

are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement.

In addition, other insurance requirements may apply, the Contractor agrees as follows:

(1). Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

(2). Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

b. Real Property. For real property acquired with Federal assistance, the Contractor agrees as follows:

(1). Land Acquisition. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

(2). Covenant Assuring Nondiscrimination. The Contractor agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

(3). Recording Title to Real Property. To the extent required by FTA and the Department, the Contractor agrees to record the Federal and/or State's interest in title to real property used in connection with the Project and/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.

(a) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever comes first.

(4). Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

e. Disposal of Real Property.

(1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.

(2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for

a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

Section 19. Patent Rights. If any invention, improvement, or discovery of the Contractor or any third party contractor or any subrecipient at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the Department immediately and provide a detailed report in a format satisfactory to the Department. The Contractor agrees that its rights and responsibilities, and those of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with 37 C.F.R. Part 401 and any applicable Federal and State laws, regulations, including any waiver thereof.

Section 20. Rights in Data and Copyrights.

a. Data. The term "subject data," as used in this Section 20 of this Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration. The Contractor acknowledges that, regarding any subject data first produced in the performance of this Agreement for the Project, except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Department, unless the Department has previously released or approved the release of such data to the public.

b. Copyrights. The Contractor acknowledges that the FTA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under this Agreement or subagreement/subcontract; and

(2) Any rights of copyright to which the Contractor or its subrecipients/subcontractors purchase ownership with funds awarded for this Project.

c. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA or the Department determines otherwise in writing, upon request by the Federal or State Government, the Contractor agrees to indemnify, save, and hold harmless the Federal and State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the Federal or State Government for any such liability caused by the wrongful acts of Federal or State employees or agents.

Section 21. Employee Protections.

a. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

b. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

Section 22. Environmental Protections. The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Contractor understands and agrees that those laws, regulations, and directives may not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Contractor's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as to amendments to 23 U.S.C. § 138, environmental decision making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(1) The Contractor agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Historic Preservation. The Contractor agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.

(2) The Contractor agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

Section 23. Energy Conservation. The Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Section 24. Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.

b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 25. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

Section 26. Protection of Sensitive Security Information. To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 27. Disputes, Breaches, Defaults, or Other Litigation. The Contractor agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the Federal/State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so. In turn, the Department shall be responsible for notifying FTA.

b. Federal/State Interest in Recovery. The Federal/State Government retains the right to a proportionate share, based on the percentage of the Federal/State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the Federal/State share to the Department.

c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.

d. FTA and Department Concurrence. The FTA and the Department reserve the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 33. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: MR. CHARLIE WRIGHT Title: FINANCIAL MANAGER Agency: NCDOT/PTD MSC: 1550 MSC City/Zip: RALEIGH NC 27699-1550 Phone: 919-733-4713, EXTENSION 277 Fax: 919-733-2304 Email: CCWRIGHT@NCDOT.GOV	Name: MR. CHARLIE WRIGHT Title: FINANCIAL MANAGER Agency: NCDOT/PTD Street: TRANSPORTATION BLDG Address: 1 S WILMINGTON ST RM 524 City: RALEIGH NC

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Nancy Harrington Title: Transit Manager Agency: City of Greenville Postal: PO Box 7207 Address: City/Zip: Greenville, NC 27835 Phone: (252) 329-4047 Fax: (252) 329-4535 Email: nharrington@greenvillenc.gov	Name: Nancy Harrington Title: Transit Manager Agency: City of Greenville Street: 1500 Beatty Street Address: City: Greenville, NC 27834

Section 34. Federal Certification Regarding Lobbying. The Contractor certifies, by signing this Agreement, its compliance with Subsection 7e of this Agreement.

Section 35. Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 16c of this Agreement.

Section 36. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 13f of this Agreement.

Section 37. Ethics Acknowledgement Policy on Gifts. "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."

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

CITY OF GREENVILLE
On behalf of
GREENVILLE URBAN AREA
METROPOLITAN PLANNING ORGANIZATION

CONTRACTOR'S FEDERAL TAX ID NUMBER: 566000229
CONTRACTOR'S FISCAL YEAR END: JUNE 30

BY: _____

TITLE: MAYOR

(SEAL)

ATTEST: _____
TITLE: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: DEPUTY SECRETARY FOR TRANSIT

ATTEST: _____
TITLE: SECRETARY

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 10-08-011
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2009

PROJECT SPONSOR: CITY OF GREENVILLE
PROJECT DESCRIPTION: FY2010 METROPOLITAN PLANNING PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4526 PLANNING I -	36230.17.8.6	\$33,040
PERIOD OF PERFORMANCE JULY 01, 2009 - JUNE 30, 2010		

II. TOTAL PROJECT FUNDING

	<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
	100%	80%	10%	10%
PLANNING - 36230.17.8.6				
PURCHASE ORDER	\$33,040	\$26,432	\$3,304	\$3,304
 TOTAL	 \$33,040	 \$26,432	 \$3,304	 \$3,304

RESOLUTION NO. 2009-02-GUAMPO

**APPROVING THE FY 2010 (2009-2010) PLANNING WORK PROGRAM OF THE
GREENVILLE URBAN AREA METROPOLITAN PLANNING ORGANIZATION**

WHEREAS, the Transportation Advisory Committee has found that the Metropolitan Planning Organization is conducting a continuing, cooperative, and comprehensive transportation planning program in order to insure that funds for transportation projects are effectively allocated to the Greenville Urban Area; and

WHEREAS, the City of Greenville has been designated as the recipient of Federal Transit Administration Metropolitan Planning Program Funds; and

WHEREAS, members of the Transportation Advisory Committee for the Greenville Urban Area agree that the Planning Work Program will effectively advance transportation planning for SFY 2010; and

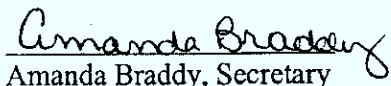
WHEREAS, the Transportation Plan has a planning horizon of 2030 and meets all the requirements for an adequate Transportation Plan; and

WHEREAS, the Transportation Advisory Committee for the Greenville Urban Area has certified the transportation planning process for SFY 2010 (2009-2010);

NOW THEREFORE, BE IT RESOLVED that the Transportation Advisory Committee for the Greenville Urban Area hereby approves and endorses the Planning Work Program for SFY 2010 (2009-2010) for the Greenville Urban Area Metropolitan Planning Organization on this the 17th day of March 2009.



Mayor Patricia C. Dunn, Chairperson
Transportation Advisory Committee
Greenville Urban Area



Amanda Braddy, Secretary



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Resolution authorizing the Director of Public Works to sign and execute all papers and documents in connection with the FY 2011 application for State aid for mosquito control

Explanation: Attached for City Council consideration is a resolution authorizing and empowering the Director of Public Works to sign and execute all papers and documents necessary in connection with the FY 2011 application to the Division of Environmental Health, North Carolina Department of Environment and Natural Resources, for aid in control of mosquitoes.

The City annually applies for and receives State funding assistance in its mosquito control efforts. This application if approved defrays some of the City's cost in conducting mosquito control efforts.

Fiscal Note: Last year the City received \$7,492, and this year the City anticipates receiving \$5,000.

Recommendation: Approve the attached resolution designating the Director of Public Works as the authority to sign and execute all papers and documents in connection with the FY 2011 application for State aid for mosquito control.

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

Attachments / click to download

[Mosquito Control Application Resolution for 2010_2011_853441](#)

RESOLUTION NO. 10-____

A RESOLUTION BY THE CTY COUNCIL OF THE CITY OF GREENVILLE
DESIGNATING OFFICIAL TO SIGN NECESSARY PAPERS AND TO OTHERWISE
REPRESENT BOARD IN CONNECTION WITH MOSQUITO CONTROL

Upon motion of _____, seconded by _____,
it is hereby ordered that Wesley B. Anderson, Director of Public Works, as agent for the City of
Greenville, is hereby authorized and empowered to sign and execute all papers and documents
necessary in connection with the request made to the Division of Environmental Health, North
Carolina Department of Environment and Natural Resources, for aid in control of mosquitoes.
He is further authorized and required to carry out all agreements stipulated in the project
application submitted by us to the Division of Environmental Health, North Carolina Department
of Environment and Natural Resources, and to perform other acts that are proper and necessary
in connection with the operation of this project. Acts of said person on behalf of the City of
Greenville are in all respects validated, approved, and confirmed.

The undersigned Wanda T. Elks, Clerk of the City of Greenville, hereby certifies that the
foregoing is a true copy of the resolution of the City of Greenville at a meeting held on the 11th
day of February, 2010.

Adopted the 11th day of February 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Ordinance adopting a sewer capital project budget for Greenville Utilities Commission's Wastewater Treatment Plant Headworks Improvement Project

Explanation: The headworks structure at Greenville Utilities Commission's Wastewater Treatment Plant (WWTP), constructed in 1996, provides preliminary screening for large debris and grit removal. A chemical odor control system was added in 2000 to reduce hydrogen sulfide odors.

The proposed project consists of (1) replacement of the painted steel climber screen bar rake and support structure with new corrosion resistant equipment, (2) upgrade of the odor control system to adequately treat increasing hydrogen sulfide concentrations, and (3) installation of a dedicated septage receiving station to accommodate increasing discharge from septage haulers.

The GUC Board, at their meeting on January 19, 2010, adopted a proposed Sewer Capital Project Budget and recommended similar action by the City Council.

Fiscal Note: No cost to the City of Greenville

Recommendation: Adopt attached sewer capital projects budget ordinance for GUC's Wastewater Treatment Plant (WWTP) Headworks Improvement Project.

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Attachments / click to download

ORDINANCE NO. 10-_____

FOR SEWER CAPITAL PROJECT BUDGET
WWTP HEADWORKS IMPROVEMENTS PROJECT

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

Section 1. Revenues. Revenues of Sewer Capital Project Budget, WWTP Headworks Improvements Project, is hereby established to read as follows:

Revenue:

Long-term Financing	<u>\$180,000</u>	
Total Revenue		<u><u>\$180,000</u></u>

Section 2. Expenditures. Expenditures of the Sewer Capital Project Budget, WWTP Headworks Improvements Project, is hereby established to read as follows:

Expenditures:

Design & Engineering	<u>\$180,000</u>	
Total Expenditures		<u><u>\$180,000</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:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Ordinance adopting a water capital project budget for Greenville Utilities Commission's Thomas Langston Road Water Main Extension Project

Explanation: An application for funding under the American Recovery and Reinvestment Act of 2009 (ARRA) was submitted to the N.C. Department of Environment & Natural Resources (NCDENR) - Public Water Supply Section for the Thomas Langston Road Water Main Extension in February 2009. The project is part of the City's Thomas Langston Road Extension Capital Improvements Project.

GUC has received an offer for ARRA or State Revolving Fund (SRF) funding for a total of \$444,214, to include all construction, engineering services and NCDENR loan fees.

The GUC Board, at their meeting on January 19, 2010, adopted a water capital project budget for this water main extension project and recommended similar action by the City Council.

Fiscal Note: No cost to the City of Greenville.

Recommendation: Adopt the attached water capital projects budget ordinance for the Thomas Langston Road Water Main Extension Project.

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[Water Capital Project Budget - Thomas Langston Road Water Main Extension](#)

ORDINANCE NO. 10-_____

FOR WATER CAPITAL PROJECT BUDGET
THOMAS LANGSTON ROAD WATER MAIN EXTENSION PROJECT

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

Section 1. Revenues. Revenues of Water Capital Project Budget, Thomas Langston Road Water Main Extension Project, is hereby established to read as follows:

Revenue:

SRF Loan	<u>\$310,000</u>	
Total Revenue		<u>\$310,000</u>

Section 2. Expenditures. Expenditures of the Water Capital Project Budget, Thomas Langston Water Main Extension Project, is hereby established to read as follows:

Expenditures:

Project Cost	<u>\$310,000</u>	
Total Expenditures		<u>\$310,000</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:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Uptown Greenville Contract for Services

Explanation: On August 10, 2009, the City Council considered a request to execute a contract for services with Uptown Greenville. After deliberations, the City Council determined that input from of the Redevelopment Commission was essential to its decision making process. The Redevelopment Commission considered the request at its January 5, 2010, meeting and unanimously approved recommending to the City Council that the contract be executed.

In the attached July 22, 2009, letter to the Mayor and City Council, Uptown Greenville requested \$50,000 in recognition of services provided to the City of Greenville over the course of one year. Services are detailed in the attached contract proposal, which include business recruitment and retention, beautification projects, management of special events and promotions, along with organization and management of public input for infrastructure projects in the district.

Attached is a packet of information along with a letter dated January 20, 2010, from Eric Clark, President of Uptown Greenville, seeking the City Council's support of the proposed contract. Uptown Greenville's packet includes the following:

1. January 20, 2010 Cover Letter and Draft Contract for Services,
2. Uptown Greenville Budget Information,
3. Estimate of Volunteer Hours provided by Uptown Greenville,
4. Robert Parrott Letter of Support,
5. Jehu Taff Letter of Support,
6. Jeff Githens Letter of Support,
7. Mike McCarty Letter of Support,
8. Rex Todd Letter of Support,
9. Holly Garriott Letter of Support,
10. Judi Miller Letter of Support,
11. Tom Powell Letter of Support,

12. Information on selected North Carolina Cities Contributions to Non-Profits,
13. NC Main Street Local Program Budgets for 2009 and 2008.

Information from the North Carolina Main Street organization shows that at least 40 local governments in North Carolina provide various levels of financial support to organizations like Uptown Greenville. Annual municipal support ranges from \$2,500 to nearly \$400,000. The Main Street survey information also reveals that 25 downtown promotion organizations also receive funding from municipal service districts (MSD). North Carolina law allows municipalities to levy a special tax on property located in a defined district for downtown revitalization.

An MSD is an available option for future funding of Uptown Greenville revitalization efforts. The proposed contract requires Uptown Greenville to work towards gaining property owner support for the establishment of a downtown MSD. Uptown Greenville has operated without direct local government financial support, but is now requesting that the City provide funds as other municipal governments do because Uptown's traditional corporate financial support has been significantly reduced over the last two years because of the recession. Additionally, Uptown Greenville's role in managing events and promoting the Center City has steadily grown.

Fiscal Note:


Funds to cover the \$25,000 contract are available within the Community Development Departments 2009-1010 budget, as a result of the Redevelopment Commission's decision to provide Center City Bond funds to cover the Facade Improvement Grant program for this fiscal year.

Recommendation:

Authorize the City Manager to enter into the attached one-year contract for professional services with Uptown Greenville for \$25,000.

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Attachments / click to download

-  [Uptown July 22, 2009 letter](#)
-  [RDC January 5, 2010 minutes](#)
-  [Uptown packet](#)

uptown
GREENVILLE
We're moving *up*. Join us.

July 22, 2009

Mayor Pat Dunn and City Council
City of Greenville
Greenville, NC 27858

Dear Mayor Dunn and City Council:

The Board of Directors of Uptown Greenville respectfully requests that the City of Greenville enter into a contract for services with Uptown Greenville during fiscal year 2009/2010. Uptown Greenville, a 501(c)(3) non-profit organization first received non-profit status as Evergreen of Greenville in 1984. After a fairly dormant time, the organization was brought back to life as Uptown Greenville as an initiative by Mayor Nancy Jenkins in 1994. The organization's first significant project to help revitalize the center city was a grassroots effort that raised over \$300,000 in private funds to help fund the restoration of Evans Street for pedestrian and vehicular traffic. Over the years Uptown Greenville has developed programs and annual community events and contributed private dollars to make the heart of Greenville a vibrant and economically stable area that attracts residents and visitors throughout the year.

Additionally, Uptown Greenville and the City working together, established a façade improvement grant program for the purposes of restoring the historical integrity and promoting the adaptive reuse of many of our historic buildings. Uptown Greenville has contributed over \$50,000 of private funds to this program over several years. The Self Help Building, The McLellan's Building, Jefferson's Blount-Harvey, the Brody Building, The Renaissance, The Emerge Gallery, Wavelength, Dale's Indian Cuisine, and now the building of First Street Place encouraged by the adaptive reuse of these beautiful and historic buildings has added approximately 20 million dollars to our tax base in Uptown Greenville. It is important to note that when we first began work on the mall removal project Evans Street was composed of vacant and deteriorating buildings and is now used as cover material for publications promoting the quality of life in Greenville.

Improvements to the center city, or Uptown district, are important for several reasons. First, a vibrant downtown district helps to increase the quality of life for residents and visitors and can aid in attracting new residents and businesses to Greenville. Second, by creating a stronger downtown core, we are able to increase the tax base which generates public dollars. Third, a vibrant and active downtown that attracts residents, pedestrians, and businesses active day and night helps to create a safer district.

Uptown Greenville is requesting \$50,000 in return for services provided over the course of one year, to the City of Greenville. Services are detailed in the contract proposal, but include business recruitment and retention, Uptown beautification, events and promotions, and guidance for public infrastructure projects. Information from the North Carolina Main Street organization

look. play. eat. shop. relax.

shows that at least 41 local governments in North Carolina provide funds to organizations like Uptown Greenville in amounts ranging from \$2,500-\$392,786 per year.

Uptown Greenville's current operating budget is \$130,000. Historically Uptown Greenville has depended on private funds from individuals and sponsors to generate program funding. In addition to the time and assistance on past projects that have helped restore economic stability in the district, Uptown Greenville has contributed over \$350,000 private dollars to the City of Greenville for infrastructure improvements and Façade Improvement Grants.


We ask for the support of the City Council to provide funding necessary to continue Uptown Greenville's work to revitalize the center city. Uptown Greenville is working to create a vibrant historic arts and cultural district for all members of our community and we need the support of community stakeholders in order to make this a reality.

Thank you for your consideration.

Sincerely,



Eric Clark
President, Uptown Greenville



Denise Walsh
Executive Director, Uptown Greenville

cc: Wayne Bowers

**DRAFT OF MINUTES PROPOSED FOR ADOPTION BY THE
GREENVILLE REDEVELOPMENT COMMISSION**

January 5, 2010
Greenville, NC

The Greenville Redevelopment Commission met on the above date for a meeting at 5:30 p.m. in the City Council Chambers of the City Hall Building located at 200 West Fifth Street.

COMMISSION MEMBERS PRESENT:

Melissa Hill Dennis Mitchell, Chair Terri Williams
Evan Lewis Robert Thompson, Vice-Chair

COMMISSION MEMBERS ABSENT:

Chris Mansfield Don Mills

STAFF MEMBERS PRESENT: Sandra Anderson, Senior Planner; Wayne Bowers, City Manager; Sandy Gale Edmundson, Secretary; Jonathan Edwards, Audio; Merrill Flood, Director of Community Development; Niki Jones, Planner I; Thom Moton, Assistant City Manager; and Carl Rees, Urban Development Planner

OTHERS PRESENT: Don Edwards, Uptown Greenville; Todd Hickey, Uptown Greenville; Max Joyner, Councilmember; Kathryn Kennedy, Daily Reflector; Albi McLawhorn, Center City Design Guidelines Committee Member; and Denise Slaughter, Uptown Greenville

APPROVAL OF MINUTES OF DECEMBER 1, 2009:

Motion was made by Mr. Robert Thompson and seconded by Ms. Terri Williams to approve the December 1, 2009 minutes. Motion carried unanimously.

PRESENTATION BY UPTOWN GREENVILLE

Mr. Rees: Two members, Mr. Don Edwards and Mr. Todd Hickey, of the Uptown Greenville Board will speak to the Commission tonight.

Mr. Edwards: Uptown Greenville is a private, nonprofit corporation established to develop plans and implement actions necessary to revitalize and to ensure continued growth of the Uptown Business District of Greenville, NC. Uptown Greenville was established by Mayor Nancy Jenkins and the City Council out of recommendations from a Downtown Steering Committee in 1994. Public investment included staff, policy and capital projects. Private ventures included civic leaders, business risk, volunteers, private investment and funding for public projects. A total of \$350,000.00 was raised by

the private sector for a public project for the removal of Evans Street Mall. A total of 4,700 volunteer hours have been contributed. Uptown is valuable to the whole community. The Façade Improvement Grant Program was founded in 1995 as a partnership between Uptown Greenville and the City of Greenville. This program led to the central business district listing on the National Register of Historic Places. The program enables properties within the district to qualify for major federal and state rehabilitation tax credits. The tax base in Uptown Greenville doubled in the past nine years. In 2000, the tax base for Uptown Greenville was \$206,020.00 and in 2009, the tax base was \$1,073,092.00. The tax value of Self Help (former Proctor Hotel) went from \$231,480.00 in 2000 to \$1,905,197 in 2009. Jehu Taff and Chris Woelkers of Taff Office in the Cupola Building said they were pleased to be a part of the Uptown Greenville business community and the Uptown Greenville organization was instrumental in motivating us to pursue the project. Effective 2009, the Cupola Building now bolsters the city with approximately \$10,000 annually in tax revenues. Mr. Taff and Mr. Woelkers believe the Uptown Greenville organization needs the support of our City and Community Leaders to continue with its important work. In 2009, First Street Place Properties has a tax value of \$12,306,729 while in 2000, the tax value was \$354,020. Jeff Githens of Place Properties said that Uptown Greenville was instrumental in helping us build relationships with East Carolina University and Greenville community leaders. There is great potential in the downtown area especially under the stewardship of Uptown Greenville. There is no reason why Greenville cannot become the next great college town. The economic impact on the tax base increase in the Uptown District from 2000 to 2009 is \$36,202,468. The total taxable value in the Uptown Commercial Business District is \$72,226,585. Mr. Todd Hickey, Vice-President of Cancer Services at Pitt County Memorial Hospital, will speak about why Uptown Greenville is requesting funds.

Mr. Hickey: We need to be able to bring health care professionals to the area. We are doing a great job, but we are at a point when it is time to reinvest and reinvent. The Uptown Greenville Board is a good steward of its budget and that dense, urban development yields higher tax dollars per acre. The City governments of Chapel Hill, Goldsboro, Kinston, New Bern, Rocky Mount and Wake Forest give money to downtown revitalization groups. In 2009, over 30 Uptown Greenville events attracted over 40,000 attendees with event attendees spending an estimated \$651,000 at Uptown businesses. Who benefits from the work done by Uptown Greenville: neighborhoods; residents; economic and community development groups; merchants, business owners and managers; property owners; elected and appointed officials; civic organizations; chamber of commerce; preservationists; bankers; schools; media; religious institutions; Greenville Utilities; Pitt County Memorial Hospital; and East Carolina University. Uptown Greenville Contract for Services include business recruitment and retention; uptown beautification; special events, promotions and private support such as Pirate Fest, Freeboot Friday, Uptown Umbrella Market; and guidance for public infrastructure projects. Reaffirm the partnership between the City and Uptown Greenville to improve the economic viability of uptown Greenville for all citizens and businesses. Uptown Greenville's request is for the City to fund Uptown Greenville \$25,000.00 for the 2010

fiscal year. Uptown Greenville will explore the creation of the Municipal Service District and the City matching program for subsequent years.

Mr. Thompson: What will be different if the City grants \$25,000 to Uptown Greenville?

Mr. Hickey: This will be used to invest.

Mr. Edwards: Without funding, Uptown Greenville will have to scale back.

Mr. Thompson: What is going to be different with additional funding?

Mr. Edwards: There will be better events such as Freeboot Friday, beautification, plantings and banners. The Pitt County Historical Society has approached Uptown Greenville for assistance.

Mr. Hickey: The differentiation can be addressed.

Mr. Lewis: What would not happen without the money? Mr. Thompson addressed my question.

Mr. Thompson: A suggestion would be to know what the differentiation would be, so the differentiation can be addressed at the City Council meeting.

PUBLIC COMMENT

There was no public comment.

CONSIDERATION OF RECOMMENDATION FOR UPTOWN GREENVILLE CONTRACT

Mr. Rees: City Council has requested the Commission's recommendation regarding approval of a contract for services with Uptown Greenville.

Ms. Williams: Under the section about reports, during the first six months, could there be an updated report as to the money spent and info on how the money was spent.

Mr. Mitchell: What direct impact on businesses coming downtown did Uptown Greenville have?

Mr. Rees: Place properties and several restaurants were directly impacted by Uptown Greenville.

Mr. Edwards: Self-Help, Taff Office, Topsy Teapot and Emerge Gallery would be some of the businesses brought in by Uptown Greenville.

Mr. Lewis: What is MSD?

Mr. Rees: MSD is a Municipal Services District that allows for public improvements and promotions.

Motion was made by Mr. Robert Thompson and seconded by Ms. Melissa Hill to endorse the Uptown Greenville contract for \$25,000 to be paid by the City of Greenville. Motion carried unanimously.

CONSIDERATION OF CENTER CITY DESIGN GUIDELINES

Mr. Rees: Center City Design Guideline Committee members were Ms. Betsy Daniels, Ms. Inez Fridley, Mr. Albi McLawhorn, Mr. Justin Moore, Ms. Yaprak Savut, Ms. Myriah Shewchuk, and Mr. Tom Wisemiller. The goals of the Committee were to create an economically and culturally vibrant downtown; promote safety; reinforce public nature of downtown; and encourage quality design and building practices. According to the Center City – West Greenville Revitalization Plan (2006), "Design guidelines can be used to control the quality of future investment and to protect the values of existing properties and buildings." A draft copy was brought before the Commission in December, so this is the second hearing on the guidelines. The Commission is being asked to adopt the Design Guidelines as an advisory document applicable to all development within the Center City Revitalization area.

Motion was made by Ms. Melissa Hill and seconded by Mr. Evan Lewis to adopt the Design Guidelines as an advisory document applicable to all development within the Center City Revitalization Area. Motion carried unanimously.

CONSIDERATION OF DICKINSON AVENUE CORRIDOR GRANT PROGRAM

Mr. Jones: The proposed Dickinson Avenue Corridor Grant Program is being presented to the Commission tonight. The program is for up to \$10,000.00 to complete exterior improvements to buildings and grounds within the Dickinson Avenue Corridor Area with a \$2,500.00 direct grant and up to \$7,500.00 matching grant. It is an economic incentive to renovate and construct new facades and common areas, encourage good design and renovation projects, preserve and enhance buildings. Owners or tenants are eligible to apply for Building Blocks grants. There are two (2) grant cycles per year in March and September. Funding for the program comes from current adopted budget with City Council needing to approve future funding. The Redevelopment Commission is authorized by charter to operate the Dickinson Avenue area. The proposed program boundary is from South Memorial Drive to West 14th Street. No comments were received by Commission members on the program. Staff recommends adoption of the Dickinson Avenue Corridor Building Blocks Grant Program.

Motion was made by Mr. Robert Thompson and seconded by Ms. Melissa Hill to approve the Dickinson Avenue Corridor Grant Program. Motion carried unanimously.



Letter from Uptown
Greenville, Inc.

January 20, 2010

Mayor Pat Dunn and Members of the Greenville City Council
200 West Fifth Street
Greenville, NC 27834

Re: Letter of Support for Uptown Greenville

Dear Mayor Dunn:

Enclosed, please find a packet of information that we hope you will find helpful in making your upcoming decision on providing funding for Uptown Greenville. We have summarized this information into the following major points listed below:

Uptown Greenville's request for funding has been unanimously supported by the Redevelopment Commission to the City of Greenville.

Uptown Greenville played a vital role in securing \$10,000,000 in funding for the new "Tenth Street Connector", which will soon be constructed linking ECU and Pitt County Memorial Hospital. A testimonial letter is included from former Mayor Don Parrott, stating the funding for this fabulous new thoroughfare would not have been obtained without the help of Uptown Greenville.

We have included a testimonial letter from Rex Todd of Todd Development, Inc. stating how important the role of Uptown Greenville was in obtaining \$5,600,000 in NCHF housing and loans. It is very likely that the best affordable housing in Greenville would not have been possible without the help of Uptown Greenville.

Enclosed, you will find a letter of support from the Pitt County Arts Council at Emerge stating that without Uptown Greenville the Pitt County Arts Council at Emerge would not exist.

The tax base in the central business district has increased by almost \$40,000,000 in the last nine years. Most of this increase is in numerous "signature projects." Uptown Greenville has been helpful in the success of almost every signature project. Enclosed you will find numerous letters stating such and we will soon have letters of support from University Health Systems at PCMH and ECU.

Our request is for a contract of services with the City of Greenville, which insures outstanding value for our citizens. Last year volunteers worked more than 4600 hundred hours in support of downtown revitalization. At the September 10, 2009 meeting we requested \$50,000 for a contract for services. We have revised that request downward to \$25,000, but would perform similar services on a smaller scale and comply with the same terms specified in that original contract. We have enclosed this contract for services, stating explicitly what the city will be receiving for their investment.

Thank you for all that you do for our city, and for your careful consideration in this most important matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Clark", written in a cursive style.

Eric Clark, President, Uptown Greenville

NORTH CAROLINA
PITT COUNTY

DRAFT

CONTRACT FOR SERVICES

This CONTRACT is made the _____ day of _____, 2010, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and Evergreen of Greenville, Inc. doing business as Uptown Greenville, a North Carolina nonprofit corporation (UPTOWN);

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by UPTOWN for the CITY, and the sum of \$25,000 paid by the CITY to UPTOWN.

2. General Work to be Performed.

UPTOWN will use its best efforts to publicize the economic, educational, social, and cultural benefits of the Uptown business district of Greenville; assist in recruiting business and residents to the Uptown area; and provide information on the Uptown business district of Greenville to prospective businesses and residents. UPTOWN will publicize and promote the Center City–West Greenville Revitalization Plan through the normal business activities of UPTOWN.

3. Specific Work to be Performed

UPTOWN will perform the following specific services:

I. BUSINESS RECRUITMENT AND RETENTION:

- A. Identify types of retail/restaurants that will fill areas of wants, needs or leakage in the Uptown business district of Greenville; utilizing data collected from shopper surveys and market analysis.
- B. Contact appropriate businesses/companies/corporations and promote vacant properties within the Uptown business district of Greenville.
- C. Maintain up-to-date information for use by prospective new businesses on downtown demographics, traffic counts, populations, and vacant properties for lease or sale to be used in but not limited to:
 - Flyers
 - Postcards
 - UPTOWN website
- D. Market the Uptown business district of Greenville to the local community as well as to neighboring cities/counties through television, print media,

websites, etc.

- E. Continue to work with CITY staff and the Pitt County Development Commission to recruit new businesses and help make their experience pleasant.
- F. Continue to bring arts into the Uptown business district of Greenville by working with Pitt County Arts Council at Emerge Gallery & Art Center, Greenville Museum of Art and Magnolia Arts Center.

II. UPTOWN BEAUTIFICATION:

- A. Continue and expand marketing and communication efforts regarding the Façade Improvement Grant program workshops, deadlines and resources.
- B. Encourage new and vibrant seasonal window displays through award program.
- C. Encourage a brighter Uptown after dark by continuing to add LED lights to trees located throughout the Uptown business district of Greenville.
- D. Add to destination feel of Uptown by providing colorful event and district lamp post banners throughout the Uptown business district of Greenville.

III. SPECIAL EVENTS, PROMOTIONS & PRIVATE SUPPORT

- A. Serve as organizer or sponsor for PirateFest, Freeboot Friday, and the Uptown Umbrella Market.
- B. Provide assistance regarding permits and approvals needed to outside organizations interested in holding special events in the Uptown business district of Greenville.
- C. Credit the CITY as a major sponsor of PirateFest, Freeboot Friday, and the Uptown Umbrella Market.

IV. GUIDANCE FOR PUBLIC INFRASTRUCTURE PROJECTS

- A. Build consensus for public infrastructure projects in the form of public input gathering, surveying and communication of plans.
- B. Coordinate and conduct Public Input Forums regarding future redevelopment plans.
- C. Gather input from local, professional design experts regarding design strategies (Visioning Process).
- D. Develop and distribute design guidelines.
- E. Continue facilitation of public input for Five Points Plaza.

4. Municipal Service District

UPTOWN will develop a strategy and implement a plan to generate support from property owners in the Uptown business district of Greenville for the establishment by the CITY of a municipal service district. The purpose of the municipal service district will be to generate funds for downtown revitalization promotion and developmental activities as defined in NC General Statute

160A-536.

5. Schedule of Payments.

Payment of \$12,500 will be made by the CITY to UPTOWN on a semi-annual basis with the first payment to be made within 30 days of the effective date of this contract for services, and the second and final payment to be made on or about six months following the first payment.

6. Reports.

At the end of the contract period, UPTOWN shall report to the City Council of the CITY the significant achievements of UPTOWN with regard to the work performed under Sections 2, 3, and 4 of this CONTRACT.

7. Duration, Termination, and Amendment.

This CONTRACT shall commence on _____, 2010 and terminate on _____, 2011. This CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

IN WITNESS WHEREOF, the parties hereto have executed this contract, in duplicate originals, this the day and year first written above.

EVERGREEN OF GREENVILLE, INC.
doing business as UPTOWN GREENVILLE

Eric Clark, President

ATTEST:

Holly Garriott, Secretary

CITY OF GREENVILLE

Wayne Bowers, City Manager

ATTEST:

Wanda T. Elks, City Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

782610

Budget presented by Uptown
Greenville, Inc.
Page 1

2010 DRAFT Uptown Budget	2009	2009	2009	2010	Proposed	Uptown
Description	Approved (\$) as of 1/22/09	Monthly(\$)	Amended Expense Projection 8/25/2009	2010 Expense Projection 8/25/2009	City Contract Funding	Greenville Funds
Operating						
Rent- Self Help	\$ 6,105.00	510	\$ 6,105.00	\$ 6,480.00	\$ -	\$ 6,480.00
Insurance Expense	\$ 3,429.00	285.75	\$ 2,700.00	\$ 2,030.00	\$ -	\$ 2,030.00
Telephone/Wireless	\$ 1,056.00	88	\$ 1,030.00	\$ 1,500.00	\$ -	\$ 1,500.00
Staff costs including taxes	\$ 31,867.00	2656	\$ 31,867.00	\$ 32,000.00	\$ 2,000.00	\$ 30,000.00
Design services	\$ 1,000.00	84	\$ 800.00	\$ 800.00	\$ -	\$ 800.00
additional funding for staff needs	\$ 1,200.00	100	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00
Office Supplies	\$ 500.00	42	\$ 380.00	\$ 800.00	\$ -	\$ 800.00
Daily Reflector	\$ 132.00	11	\$ -	\$ -	\$ -	\$ -
Printing	\$ 600.00	\$50	\$ 600.00	\$ 600.00	\$ -	\$ 600.00
Postage	\$ 300.00	25	\$ 300.00	\$ 300.00	\$ -	\$ 300.00
Web site hosting and maintenance	\$ 120.00	10	\$ -	\$ 120.00	\$ -	\$ 120.00
Accounting	\$ 1,800.00	150	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 1,800.00
non-profit indicia	\$ 175.00		\$ -	\$ 175.00	\$ -	\$ 175.00
Dues to professional organization	\$ 400.00		\$ 400.00	\$ 400.00	\$ -	\$ 400.00
Dues to area organizations	\$ 200.00		\$ 100.00	\$ 600.00	\$ -	\$ 600.00
Staff/Board Development	\$ 300.00		\$ 300.00	\$ 400.00	\$ -	\$ 400.00
Program Management Tracking				\$ 360.00	\$ -	\$ 360.00
Travel	\$ 80.00		\$ 20.00	\$ 100.00	\$ -	\$ 100.00
Misc	\$ 800.00	67	\$ 400.00	\$ 400.00	\$ -	\$ 400.00
Category Total	\$ 50,064.00	4078.75	\$ 47,802.00	\$ 49,865.00	\$ 2,000.00	\$ 47,865.00
Marketing & Promotions						
Website Design				\$ -		
Advertising	\$ 10,000.00		\$ 4,000.00	\$ 10,000.00	\$ 2,000.00	\$ 8,000.00
Postcards	\$ 700.00		\$ 600.00	\$ 600.00	\$ -	\$ 600.00
Brochure - MSD	\$ -			\$ 1,000.00	\$ 1,000.00	\$ -
Banners	\$ 4,300.00		\$ 6,500.00	\$ 1,800.00	\$ -	\$ 1,800.00
e-newsletter	\$ 150.00	10	\$ 230.80	\$ 280.00	\$ -	\$ 280.00
Uptown Business Map	\$ 2,000.00		\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
Category Total	\$ 17,150.00		\$ 12,830.80	\$ 15,180.00	\$ 3,000.00	\$ 12,180.00
Design						
Concensus building - public infrastructure projects				\$ 2,500.00	\$ 2,000.00	\$ 500.00
Visioning Process for public projects				\$ 2,000.00	\$ 1,000.00	\$ 1,000.00

Budget presented by Uptown
Greenville, Inc.
Page 2

2010 DRAFT Uptown Budget	2009	2009	2009	2010	Proposed	Uptown
Description	Approved (\$) as of 1/22/09	Amended Expense Projection 8/25/2009	2010 Expense Projection 8/25/2009	City Contract Funding	Greenville Funds	
	Monthly(\$)					
Façade Improvement Grant Marketing			\$ 1,000.00	\$ 500.00	\$ 500.00	
District lamppost banners- Seasonal			\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	
Design Committee Meetings	\$ -		\$ 100.00		\$ 100.00	
Design related conferences	\$ -					
Capital improvements for Reade Cir & Five Points		\$ -	\$ 2,000.00		\$ 2,000.00	
Uptown flower bed plantings		\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	
Contribution towards wayfinding	\$ -					
Category Total	\$ -	\$ 500.00	\$ 13,600.00	\$ 6,500.00	\$ 7,100.00	
Economic Development						
district data collection			\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	
available property promotion			\$ 2,000.00	\$ -	\$ 2,000.00	
Streetscape	\$ 1,000.00	\$ 500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,500.00	
Mosely Lot	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	
Category Total	\$ 3,500.00	\$ 3,000.00	\$ 6,500.00	\$ 2,000.00	\$ 4,500.00	
Membership						
Recruitment	\$ 150.00	\$ 100.00	\$ 500.00	\$ -	\$ 500.00	
Membership insert	\$ 400.00	\$ 300.00	\$ 500.00	\$ -	\$ 500.00	
Letterhead/appeal letter printing	\$ 200.00	\$ 200.00	\$ 1,200.00	\$ -	\$ 1,200.00	
Membership Packet postage	\$ 1,200.00	\$ 1,000.00	\$ 800.00	\$ -	\$ 800.00	
Category Total	\$ 1,950.00	\$ 1,600.00	\$ 3,000.00	\$ -	\$ 3,000.00	
Events						
Freeboot (5)	\$ 26,000.00	\$ 33,400.00	\$ 32,000.00	\$ 2,500.00	\$ 29,500.00	
Socials (4)	\$ 800.00	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	
ArtWalk (12)	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 3,000.00	
Umbrella Market	\$ 3,000.00	\$ 3,450.00	\$ 3,000.00	\$ 2,000.00	\$ 1,000.00	
Holiday Celebration	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 500.00	\$ 500.00	
PirateFest/Arts Festival	\$ 30,000.00	\$ 33,892.00	\$ 35,000.00	\$ 5,000.00	\$ 30,000.00	
storage unit for tables, umbrellas	\$ 200.00	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	
LED Lighting supplies	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 500.00	\$ 500.00	
Category Total	\$ 62,700.00	\$ 73,242.00	\$ 76,800.00	\$ 11,500.00	\$ 65,300.00	
Agencies						
sponsorships for agencies, non-f	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	
Category Total	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	
TOTAL EXPENSES	\$ 135,864.00	\$ 139,474.80	\$ 165,445.00	\$ 25,000.00	\$ 140,445.00	

2009 Uptown Greenville Volunteer Hour Estimates

Volunteer hours document
from Uptown Greenville, Inc.

PIRATEFEST:

UG time: 2 staff (1 paid 1 student), 25hrs/week for 12 weeks = 600; 15 hours for 12 weeks = 360 + 5 hrs/week for 12 weeks = 120 = 1080

Total Staff time = 1,080

Marketing Committee = 2 people @ 8 hrs/week for 12 weeks and 5 hrs/week for 8 weeks = 272

Steering Committee = 14 people @ 2 hour / week for 12 weeks = 336

Event chairs – 4 people @ 6hours /week for 12 weeks = 288 and 4 people @ 10 hrs/week for 8 weeks = 320 = 608

Prof volunteer hours estimate = 1216

Event Volunteers:

180 @ 4 hours = 720

13 @ 14 hours = 182

48 @ 4 hours = 192

Estimate = 1094 vol. PF hours

Total paid and volunteer estimate = 3,390

Total Volunteer estimate = 2,790

FREEBOOT:

Organizer hours = 2 persons (1paid, 2 volunteers) @ 20 hours/week for 5 weeks = 200; 1 person @ 15 hours/week for 5 weeks = 75 = 275

3 people @ 8 hours /week for 8 weeks = 192

Event volunteers = 40 people @ 4 hours by 5 events = 800

Total paid and volunteer estimate = 1,267

Total Volunteer estimate = 1,067

Umbrella Market:

1 organizer @ 20 hours/week for 20 weeks = 400

Committee members = 3 people @ 5 hours per week for 20 weeks = 300

Volunteers event day = 4 people x 4 hours x 10weeks = 160

Total paid and volunteer estimate = 860

Total Volunteer estimate = 460

Uptown Holiday events:

1 organizer @ 4 hours/week for 8 weeks = 32

Committee members = 4 people @ 2 hours/week for 5 weeks = 40

Event volunteers = 15 people@4 hours = 60

Total paid and volunteer estimate = 132

Total volunteer estimate = 100

2009 Student Hours

Spring 09 Semester – Recreation & Leisure Studies = 350 hours

Summer 09 Semester – 2 marketing students = 90 hours

Fall 09 Semester – 2 marketing students = 200 hours

Total 2009 student hours = 670 (4 of the students received course credit from ECU and 1 student was doing the internship for experience alone). *Note, student hours (395) assigned to specific projects above will be subtracted from figure below to avoid duplication).*

TOTAL 2009 VOLUNTEER & VOLUNTEER STUDENT HOURS = 4,692

Mayor Pat Dunn and the Greenville City Council
200 West Fifth Street
Greenville, NC 27834

Letter of support provided by
Uptown Greenville, Inc.

Re: Uptown Greenville

Dear Mayor Dunn and Greenville City Council:

I am writing you to outline my support for Uptown Greenville and to encourage each of you to seriously consider financial support of this group by the City of Greenville. Support for such nonprofit groups is not without precedence. Towns from Wilmington to Raleigh to Winston Salem and all across North Carolina have seen the value of financial support for this type of nonprofit group and we should be so enlightened.

I know the very real time constraints each of you feel in your service on the council and as mayor. "Not enough hours in the day" does not even begin to cover it. The role that Uptown Greenville can and does play in helping you stretch those hours is real and tangible. By interfacing with new businesses and encouraging and helping to establish relationships between them and community leaders, ECU and civic clubs and groups, they help to ensure that those new businesses will be successful and want to stay in Greenville. New businesses mean increased revenue for the city. New businesses mean improved quality of life for our citizens. New businesses mean continued success for revitalizing our downtown.

Uptown Greenville also brings real value through its facilitation of housing tax credits and funding won for Greenville. Their tireless efforts on behalf of the city and in actual dollars spent to fund planning and facilitate articulating a vision for our city is invaluable. As with any nonprofit, they have to constantly refill their coffers and for the value received, the City should certainly consider helping to support them financially.

Lastly, there is no greater "cheerleader" for the city than Uptown Greenville has been. They do not just sit on the sidelines and cheer however. They love this city and are active in providing special events, business recruitment and retention, beautification, guidance for public infrastructure projects - all to the betterment of Greenville. The funding of these activities is a public private partnership that has been heavy on the private. It is time to add a more public component to this funding mix.

I commend each of you for the time and service you give to the community. I urge you to commend Uptown Greenville for its time and service by supporting them with public funds.

Sincerely,

Robert D. Parrott
Former Mayor, Greenville, NC

Letter of support provided
by Uptown Greenville, Inc.

TAFF OFFICE

PRODUCTS | SOLUTIONS | ENVIRONMENTS

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October 12, 2009

Mayor Pat Dunn and the Greenville City Council Members
200 West 5th Street
Greenville, NC 27834

Dear Mayor Dunn and Greenville City Council Members:

We are very pleased to be part of Uptown Greenville business community. Our recent center city project, the renovation of "The Cupola Building" is truly indicative of our long term commitment to this area. The Cupola Building now bolsters the city with approximately \$10,000 annually in tax revenues effective 2009. Prior to the renovation, the building yielded less than \$2000 annually in tax revenues. It was also vacant, boarded up and added little to the historic character of this area.

The Uptown Greenville organization was instrumental in motivating us to pursue this project. They work to make Greenville's center city an attractive and enjoyable destination for residents and visitors alike. The Uptown Greenville organization acts as a partner with the city and other civic clubs/groups to work to bring positive change to the area. They coordinate and sponsor events such as Freeboot Friday, Art Walks, the Umbrella Market, Pirate Fest, and others. These events add to our citizens' quality of life and are instrumental in the recruitment of qualified employees to major employers in the area.

The Uptown Greenville organization needs the support of our City and Community Leaders to continue with its important work. We have a strong commitment to this area and encourage you to realize that downtown revitalization is a positive benefit to all.

We have great potential in our Uptown area. Please support the Uptown Greenville organization and its mission to create a more vibrant and healthy city center.

Sincerely,

Jehu Taff
Chris Woelkers
Taff Office Equipment
Cupola Building/ 8th Street Investments

Letter of support provided by
Uptown Greenville, Inc.

 **Place Properties**

Two Live Oak Center
3445 Peachtree Rd NE, Suite 1400
Atlanta, GA 30326
404.495.7500

August 19, 2009

Mayor Pat Dunn and the Greenville City Council
200 West Fifth Street
Greenville NC 27834

Re: Uptown Greenville

Dear Mayor Dunn and Greenville City Council:

We are very pleased to be a part of the Greenville Downtown with the recent opening of our apartment community, First Street Place. I also want to relay to you the tremendous support that the Uptown Greenville organization provided us throughout the process. Our project would not have been as successful without their assistance.

They were instrumental in helping us build relationships with ECU and Greenville community leaders. They helped us gain shuttle service to our site, marketed the project to key groups, and facilitated meetings with City staff to discuss safety and future redevelopment plans.

You have great potential in the downtown area, especially under the stewardship of Uptown Greenville. We now have a vested interest in your community and want to encourage continued downtown revitalization to the benefit of all. A few areas where we have particular interest include:

- Revitalization and increased use of the Town Commons
- Improved street lighting and Downtown safety
- Sensible infill development
- Tighter integration of the ECU Main Campus and the Downtown area
- Pedestrian and bike path extensions

The best way to achieve these goals is with continued City support of the Uptown Greenville organization. There is no reason why Greenville cannot become the next great college town on par with Chapel Hill, NC, Athens, GA, Oxford, MS, and Charlottesville, VA.

We look forward to being an active member of the Greenville community for many years to come.

Sincerely,



Jeff Githens

Place Properties
3445 Peachtree Street NE
Suite 1400
Atlanta, GA 30326
404-495-7616

Letter of support provided by
Uptown Greenville, Inc.

----- Forwarded message -----

From: **Mike McCarty** <michael.mccarty@gmail.com>

Date: Thu, Oct 1, 2009 at 11:17 AM

Subject: Uptown Greenville Ltr - a ROUGH Draft

To: Tom Taft <ttaftoffice@yahoo.com>, Frankie Cash-Langley <frankie@tfonc.com>

Dear Mayor Dunn and Council-Members,

As we begin our foray into uptown development, we have begun to fully realize the value of civic partners like Uptown Greenville in navigating this very complicated undertaking. Throughout this planning process, Uptown Greenville has provided tremendous guidance to build community support for not only our project, but also all uptown development. Having been residents of Greenville for most of our lives, we have seen the ebb and flow of progress and growth in our Uptown district over the past 25 years. Greenville needs a sense of neighborhood and community in this area, and the only organization that has actively been a unrelenting advocate is Uptown Greenville.

We face many obstacles in moving forward with Uptown development including pedestrian access, lighting and security, and creating a sustainable and safe link for our ECU students and faculty that live and work in the University Area. The Uptown Greenville organization is working with us on all of these fronts because these are the critical pieces that make any development successful. Greenville's Uptown can thrive just as those of other University town's have all across the Southeast.

There is a tremendous amount of momentum in our City's revitalization. To withdraw support, financial or otherwise, from an organization that works so hard to bring a sense of community back to Greenville is truly a travesty. As Jane Jacobs, the famous urban planner and theorist of the 20th Century says in her book The Death and Life of Great American Cities, "You can't rely on bringing people downtown, you have to put them there." Uptown Greenville is putting people here.

Mike McCarty
Project Manager
Taft Family Offices
PO Box 566
Greenville NC 27835
michael.mccarty@gmail.com
(252) 752-7101
FAX: (252) 758-1002
Mobile: (252) 412-8669

Letter of support provided by
Uptown Greenville, Inc.

THE LANDMARK GROUP

www.landmarkdevelopment.biz

406 E. Fourth St., Winston-Salem, NC 27101 (336) 722-9871

through its affiliate

Todd Development, Inc

132 Luxorwind Dr., Garner, NC 27529 xerddot@yahoo.com
office (919) 329-0702 fax: (919) 329-0703 mobile (919) 621-3563

January 8, 2010

Mayor Pat Dunn and Members of the Greenville City Council
200 West 5th Street
Greenville, NC 27834

RE: Letter of Support for Uptown Greenville

Dear Mayor Dunn:

It was my pleasure to share the podium with you, City Manager Bowers and Pastor Rodney Coles, Sr. yesterday at the groundbreaking ceremony of Nathaniel Village, forty-eight units of affordable housing featuring "mansion house" architecture that fits so well with the large, majestic homes that remain on West 5th Street in downtown Greenville.

The Landmark Group was drawn to Greenville because it's a fine city. It developed in Greenville because of a public-private partnership that was willing to produce real dollars as well as words and relationships. Such partnerships don't just happen...they are created and nurtured. This one began with vision and dedication of an upstart non-profit group that truly believes in the revitalization of your central city known as "Uptown Greenville".

From their impetus followed the establishment of sound planning principles to guide infill development and the creative commitment of resources (in this case a ground-lease and low interest loan from the City) to entice the caliber of development the City desires. These commitments were fundamental in leveraging \$5.6 MM NCHFA housing tax credits and loans, and private financing to build Nathaniel Village.

In my opinion, based on many years as a Director of Community Development & Planning, Economic Development Director and now as a Developer, I understand how the work of Uptown Greenville, over time, laid the foundation for many of the great strides upon which the City of Greenville and its Redevelopment Commission have built. Undoubtedly, their continued efforts to coordinate and sponsor events downtown, to provide guidance to developers, and to stimulate Town-and-Gown partnerships with East Carolina University will continue to build the community around Nathaniel Village. Such makes our development more attractive to tenants and protects our investment in your community.

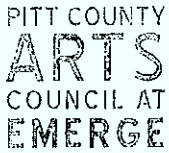
Uptown Greenville has been an advocate of the central city to the Landmark Group and has championed our efforts to bring the best of our developers, architects, builders, and now property managers to your central city. 48 families will have safe, attractive and affordable housing within walking/shopping distance of downtown employment, services and amenities. Uptown Greenville is worthy of continued City support.

Thank you for the warm welcome that the City of Greenville has provided us at Nathaniel Village and the invitation for the Landmark Group to come back and do more downtown development. Your message and that conveyed by Uptown Greenville are certainly well received.

Sincerely,

Rex Todd

Rex H. Todd, AICP, EDFP, Todd Development, Inc., a Landmark Group affiliate
C: Dewey Anderson, President, Blackpine Development – Landmark Asset Services



Letter of support provided by
Uptown Greenville, Inc.

December 2009

To Whom it May Concern:

I am writing this letter in support of Uptown Greenville. I can undeniably say that without Uptown Greenville, the Pitt County Arts Council at Emerge would not exist. I can also say that having been in the downtown district for nearly 10 years, I have seen the vast improvements Uptown Greenville has created such as opening the road, improving lighting, creating and operating events, helping businesses open and retaining those businesses, as well as increasing safety and positive marketing.

Emerge Gallery was formed in 2000, from good ideas and passion for the arts. However, I can remember when I went to my first Uptown Greenville meeting when Emerge was only an idea. From that meeting came investors, networking, support and also a way to get involved in helping bring the arts to the downtown area and Greenville. Within a year, Emerge Gallery formed and continued to work with Uptown Greenville, now as the Pitt County Arts Council at Emerge, with Freeboot Fridays, Uptown ArtWalks, PirateFest, Umbrella Markets along with many other programs and events.

In 2009, our organization became our county's local arts council, thus becoming the Pitt County Arts Council at Emerge. Our county had not had a local arts council in over 10 years, and when the N.C. Arts Council began working with us to take on this responsibility, one asset they said we had was the close relationship we had with Uptown Greenville and the fact that we were located in our downtown district.

Through the many years of volunteerism and true dedication and service, Uptown Greenville has built a prominence in our city and has tirelessly built community events and programs. They also funded for many years the Façade Program (of which the PCAC at Emerge has utilized), as well as offering funding to our Youth Public Arts Program and ArtWalks. As a non-profit I know the challenges of a growing budget and staff, however, when an organization truly offers services to our citizens and city, I feel as though there should be compensation for services rendered.

Uptown Greenville is not only an asset to the City of Greenville, it has the potential to grow and continue to serve and improve our Center City. Uptown Greenville will continue to help bring new businesses, increased safety, renovations and cultural events to the Center City for all of our citizens and tourists to enjoy.

Sincerely,

A handwritten signature in black ink, appearing to read "Holly M. Garriott". The signature is fluid and cursive, written over a horizontal line.

Holly M. Garriott
Executive Director

January 13, 2009

Letter from Don Edwards provided by
Uptown Greenville, Inc.

Ms. Judi Miller
400 N. Greene Street
Greenville, NC 27858

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Dear Judi,

I am writing this letter to you because of the deep respect and the appreciation that I have for you. You have been an outstanding citizen and done so much for Greenville for so many years. I hope that I can persuade you to change your mind about Uptown Greenville's request for funding from the city. I hope this letter will help you understand the broad value of Uptown Greenville and exactly how important it is to all of our citizens.

A few years ago, when Don Parrott was the mayor and Ric was on the city council, Don came to me with a request for Uptown Greenville. He was concerned about West Greenville in general, but also concerned about the negative impression this blighted area created for all visitors as they entered Greenville from the west. I have enclosed a letter from Tom Powell, then Admissions Director at ECU that clearly explains what a problem this is for ECU and how important it is to improve our gateway to the city.

Don was also working on improving relationships with between the city and ECU and working on joint master planning between the two. He had formed a relationship with a talented architect with planning experience that he thought could help the city in articulating this vision, primarily with creative renderings. With a swiftness and efficiency simply not possible in city government, Uptown Greenville facilitated and FUNDED visionary plans that, working together with PCMH and ECU, the city used to secure TEN MILLION dollars from NCDOT for a new "tenth street connector" through West Greenville.

While road building moves slowly, we will soon have a beautiful new thoroughfare welcoming potential new students, faculty, athletes, physicians, and business leaders to Greenville. Equally important, this fabulous new boulevard is being designed with pedestrian, bicycle, and mass transit planning principles. This is indeed, environmentally sound smart growth for the city of Greenville.

Please also find a letter from Rex Todd, one of the developers of Nathaniel Village, the fabulous new affordable housing, urban-infill project in Uptown Greenville. Most anytime at your convenience, I would be delighted to show you this remarkable new development similar to others in Raleigh, Charlotte, Winston Salem and other leading cities in North Carolina. This is clearly not a "project", it is built in the private sector with outstanding architecture and beautiful grounds. It is also managed in the private and that is the key to its long-term success. There is no reason to think this project will not flourish, just as similar projects have flourished in the cities listed above. Rex's letter clearly articulates the vital role of Uptown Greenville in laying the foundation for this crucial and beautiful project. It is quite likely Greenville would not have secured more than FIVE MILLION DOLLARS in affordable housing tax credits needed to fund this fabulous new development. These credits would simply have gone to another city.

I am sure your have noticed many of the beautiful buildings that have been recently restored in Uptown Greenville. Historic buildings that represent our best architecture, such as the Jefferson-Blount Harvey Building, the Self Help Credit Union, the Emerge Gallery, the Taff Office Cupola Building, and many, many more. So many more, that coupled with new construction encouraged by our revitalization, that the Uptown tax base has more than doubled in the last nine years, and increased by almost FORTY MILLION dollars. Perhaps what is most compelling though, it is the smartest growth in the county. First Street Place, recently valued at over 12 million dollars is on three acres. Jefferson's, now valued after renovations at 1.1 million dollars is on .2 acres! Now our tax base in Uptown Greenville is almost one million dollars per acre, fifty times the county average.

Edwards letter
Page 2

I have enclosed a list of the funding that other cities provide their downtown non-profit organizations. The first list is cities under 50,000 people, and the second list is the largest cities in North Carolina. Please note the very near unanimous majority of cities that fund their downtown non-profits.

In a recent trip to New Bern, a city with beautiful downtown we heard their city manager proudly state that they provide their non-profit, Swiss Bear with about \$50,000 in unrestricted funding every year, and have done so for over 20 years. That is over one million dollars compared to the zero dollars Greenville has provided their non-profit. When we questioned this investment, his response was the non-profit can do this more effectively than the government. The investment in downtown over this period has been in excess of one hundred million dollars.

Why does the city of Raleigh fund the Downtown Raleigh Alliance with almost \$500,000 per year? Sure, it is because they want a great downtown, but equally important is that they believe it is **SOUND FISCAL POLICY. WORTH THE INVESTMENT.** Urban revitalization drives the tax base. While downtown Raleigh only contains 1% of the area of Wake County it provides 10% of the property taxes. This same phenomenon is happening in Greenville. Please help us continue it!

Lastly, we want to make sure that everyone understands that Uptown Greenville is requesting funds for a contract for services for the City of Greenville. The contract outlines more specifics of how the funding will be used, but the main areas include business recruitment and retention, Uptown beautification (seasonal plantings, lighting, lamp post banners), Special events and promotions to support the organization and execution of free, community events such as PirateFest, Freeboat Friday, the Uptown Umbrella Market and Uptown Art Walks. Finally guidance for public infrastructure projects including coordination of public input gathering and visioning. The funding of these events and programs is a true public private partnership, with the overwhelming majority of the money coming from the private sector. Uptown Greenville is able to leverage volunteer support (both professionals and students) and is able to show results with a very efficient use of funds.

The very best places to live in American have similar programs and events and almost all are funded through their downtown non-profits. Please don't underestimate these events, as they improve the quality of life and lay a foundation for economic development in the heart of our city. Please support our efforts as we strive to become the best college town in America and one of the best places to live in the entire country.

With best regards,

Don Edwards



Office of Admissions
East Carolina University
Whitcomb Building • Greenville, NC 27838-4353
252-328-6640 office • 252-328-6945 fax
www.ecu.edu

Edwards letter
Page 3

October 21, 2003

Don Edwards
President of the Uptown Greenville Association

Dear Don,

Thank you so much for the wonderful presentation you recently gave our staff concerning the exciting vision being developed for downtown Greenville, and thus East Carolina University. It is impossible to separate the two, as we are so codependent one upon the other. The hard work that you, our Mayor, Don Parrot, and many others are doing to revitalize our core city is extremely important. We in the Admissions office know that our ability in the long run to successfully attract students to East Carolina University is directly tied to your successes.

Each year our office hosts thousands of visitors to the City of Greenville. Just last week alone we gave tours to over one hundred families visiting East Carolina University from as far away as Wisconsin, Ohio, Connecticut, and Florida. The impressions that we leave with these families about our city and university impact not only the size and quality of our student body, but surely can ripple in many ways into the potential overall economic development of our entire region.

While our staff is very excited about the vision that is being developed for our City, it is unfortunate that each day we are confronted with current shortfalls. Each time we give directions for entering or leaving Greenville we find ourselves describing circuitous routs. We often have to explain away impressions that visitors develop upon arriving in Greenville. This problem accrues so often that I hold training sessions with our staff for dealing with these issues. Your efforts one day will eliminate the need for such training.

Once again, thank you for the time you shared with us, and please know that our staff was extremely excited about our potential future. The vision that you shared when realized will communicate a sophisticated, vibrant and progressive environment which one expects to find when visiting a major educational community like ours. Once again hats off to you and so many others for their fine work. If I or anyone on our staff can be of assistance, please do not hesitate to ask.

Sincerely,

Tom Powell,
Director of Admissions
East Carolina University

Item # 15

City Contributions to Non-Profits In North Carolina's Largest Cities

From Public Interest Project, Inc

Raleigh	\$484,589.00
Greensboro	\$255,000.00
Winston-Salem	\$27,500.00
Durham	\$158,000.00
Fayetteville	.00
Cary	\$3,491,189.00
Wilmington	\$81,000
High Point	\$200,000.00
Greenville	.00

Note: Charlotte is not in this survey due to population ^{Item # 15}

N.C. Main Street Local Program Budgets February 2009

Main Street program funding
information provided by Uptown
Greenville, Inc.
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February 2009

Community	City	County	Private	MSD	¢ per \$100	Free Ofc Space	Other Funds	Other Funds Source	Total
						yes/city			
Albemarle	\$43,000	\$0	\$19,885	\$39,100	0.10	yes/city	\$51,050	fundraising, events, interest	\$153,035
Boone	\$0	\$0	\$15,000	\$110,582	0.21		\$0		\$125,582
Brevard	\$15,000	\$0	\$0	\$95,000	0.31		\$30,000	festivals	\$140,000
Clayton	\$106,000	\$0	\$0	\$0		no	\$0		\$106,000
Clinton	\$0	\$0	\$0	\$27,000	0.20	yes/city	\$0		\$27,000
Concord	\$50,000	\$0	\$44,600	\$71,000	0.18	yes/city	\$21,400	sponsorships, reimbursements	\$187,000
Eden	\$181,200	\$0	\$0	\$9,000	0.10	yes/city	\$0		\$190,200
Edenton	\$68,500	\$0	\$0	\$0			\$0		\$68,500
Elizabeth City	\$17,000	\$2,000	\$0	\$30,000	0.07	yes/city	\$10,000	fundraiser	\$59,000
Elkin	\$37,562	\$0	\$0	\$14,732	0.10	yes/city	\$25,000	NC Rural Ctr/Step Landscape	\$77,294
Fuquay-Varina	\$36,000	\$0	\$0	\$0			\$36,000	fundraiser	\$72,000
Goldsboro	\$392,786	\$0	\$58,000	\$76,000	0.25	yes/county	\$0		\$526,786
Henderson	\$50,720	\$1,650	\$1,300	\$0			\$0		\$53,670
Hendersonville	\$0	\$0	\$30,000	\$100,000	0.25		\$0		\$130,000
Hertford	\$61,507	\$0	\$0	\$0			\$0	event revenue	\$61,507
Hickory	\$50,000	\$0	\$10,000	\$0		yes/city	\$47,000		\$107,000
Kinston	\$84,200	\$0	\$60,000	\$52,000	0.27		\$283,769	fund balance, rental revenue, etc.	\$479,969
Lenoir	\$125,500	\$0	\$0	\$50,400	0.25	yes/city	\$0	fund balance	\$175,900
Lexington	\$40,500	\$0	\$51,560	\$87,926	0.20	no	\$45,422		\$225,408
Lumberton	\$20,000	\$0	\$0	\$0		yes/city	\$0		\$20,000
Marion	\$72,000	\$100	\$20,000	\$0		yes/city	\$0	Christmas ornament sales	\$92,100
Mocksville	\$25,000	\$11,000	\$0	\$0		yes/city	\$500		\$36,500
Monroe	\$303,484	\$0	\$0	\$34,700	0.20	yes/city	\$0		\$338,184
Moorestville	\$52,000	\$0	\$0	\$60,000	0.16	yes/city	\$0		\$112,000
Morganton	\$381,149	\$0	\$0	\$109,269	0.14	yes/city	\$0		\$490,418
New Bern	\$45,000	\$20,000	\$10,000	\$10,000			\$90,000	festivals & donations	\$175,000
Newton	\$42,700	\$0	\$0	\$0			\$0		\$42,700
North Wilkesboro	\$25,000	\$0	\$5,000	\$0			\$10,000		\$40,000
Oxford	\$62,933	\$20,000	\$0	\$29,038	0.20		\$0		\$111,971
Reidsville	\$130,150	\$0	\$0	\$32,500	0.25		\$0		\$162,650
Rocky Mount	\$135,000	\$6,500	\$9,000	\$0			\$0		\$150,500
Rutherfordton	\$43,700	\$0	\$15,000	\$12,000			\$0		\$70,700
Salisbury	\$98,500	\$0	\$30,000	\$127,750	0.16		\$24,600		\$280,850
Sanford	\$50,000	\$0	\$1,805	\$55,933	0.13		\$0		\$107,738
Shelby	\$35,500	\$0	\$40,000	\$141,000	0.22		\$45,000		\$261,500
Smithfield	\$75,000	\$0	\$0	\$76,500	0.19		\$93,000		\$244,500
Southport	\$2,500	\$0	\$0	\$0			\$42,075		\$44,575
Sparta	\$17,500	\$0	\$0	\$0			\$0		\$17,500
Spruce Pine	\$52,600	\$0	\$0	\$0			\$0		\$52,600
Statesville	\$23,811	\$0	\$0	\$97,212	0.10		\$16,640		\$137,663
Sylva	\$12,000	\$0	\$8,000	\$0			\$5,400	fundraiser & special event revenue	\$25,400
Wake Forest	\$102,724	\$0	\$41,200	\$0	0.10		\$0		\$143,924
Waynesville	\$12,000	\$0	\$50,920	\$86,000	0.23		\$9,625		\$158,545
Average	\$79,743	\$8,750	\$26,054	\$64,946			\$46,657		\$146,102
Number of Cities	40	7	20	26			19		43
Minimum	\$2,500	\$100	\$1,300	\$141,000			\$500		\$17,500
Maximum	\$392,786	\$20,000	\$60,000	\$9,000			\$183,769		\$526,786

N.C. Main Street Local Program Budgets
March 2008

Community	City	County	Private	MSD	¢ per \$100	Free Office Space	Other	Total
Albemarle	\$40,900	\$0	\$0	\$38,200	0.10	City - \$9,000	\$68,625	\$147,725
Brevard	\$15,000	\$0	\$0	\$90,000	0.305		\$52,500	\$157,500
Clayton	\$130,700	\$0	\$0	\$0		Town	\$0	\$130,700
Concord	\$50,000	\$0	\$46,000	\$78,000	0.21		\$6,000	\$180,000
Eden	\$84,300	\$0	\$0	\$0			\$0	\$84,300
Elkin	\$35,356	\$0	\$0	\$10,086	0.10	Town - \$1,300 Private - \$3,600	\$4,095	\$49,537
Franklin	\$85,000	\$0	\$28,000	\$0			\$0	\$113,000
Fuquay-Varina	\$36,000	\$0	\$38,000	\$0			\$0	\$74,000
Goldsboro	\$291,358	\$0	\$46,000	\$71,000	0.25	County - 7,200 City - \$3,200	\$0	\$408,358
Henderson	\$22,980	\$1,650	\$3,600	\$0			\$2,500	\$30,730
Hendersonville	\$0	\$0	\$30,000	\$92,970	0.25	Chamber - \$6,000	\$0	\$122,970
Hertford	\$58,576	\$0	\$0	\$0			\$0	\$58,576
Hickory	\$50,000	\$0	\$10,000	\$0			\$47,200	\$107,200
Lenoir	\$99,200	\$0	\$0	\$50,400	0.25	City - 3,000	\$0	\$149,600
Lexington	\$40,500	\$0	\$10,000	\$84,900	0.20		\$51,200	\$186,600
Lincolnton	\$199,900	\$12,000	\$75,000	\$0			\$0	\$286,900
Marion	\$48,000	\$100	\$0	\$0		City - 6,000	\$0	\$48,100
Mocksville	\$25,000	\$11,000	\$0	\$0		Town - 24,000	\$1,500	\$37,500
Morganton	\$410,722	\$0	\$0	\$68,000	0.14	City - \$17,600		\$478,722
New Bern	\$55,000	\$20,000	\$16,000	\$0			\$75,000	\$166,000
North Wilkesboro	\$20,000	\$0	\$5,000	\$0		Private - 4,200	\$20,000	\$45,000
Oxford	\$58,798	\$20,000	\$0	\$21,000	0.20	City	\$0	\$99,798
Reidsville	\$35,000	\$0	\$0	\$32,500	0.25	City - \$3,000	\$0	\$67,500
Rocky Mount	\$135,115	\$2,500	\$10,000	\$0		City - \$4,800	\$1,000	\$148,615
Roxboro	\$24,000	\$19,000	\$40,000	\$0			\$0	\$83,000
Salisbury	\$90,000	\$0	\$30,000	\$125,350	0.16		\$15,000	\$260,350
Sanford	\$150,000	\$0	\$7,971	\$0	0.13		\$0	\$207,971
Shelby	\$33,500	\$0	\$0	\$132,800	0.22		\$122,635	\$288,935
Smithfield	\$75,000	\$0	\$0	\$73,500	0.19		\$77,000	\$225,600
Southport	\$8,500	\$0	\$0	\$0		City	\$37,600	\$46,100
Sparta	\$10,500	\$0	\$0	\$0		Town	\$0	\$10,500
Spruce Pine	\$40,000	\$0	\$0	\$0		Town	\$8,800	\$48,800
Statesville	\$23,812	\$0	\$0	\$95,101	0.10		\$0	\$118,913
Sylva	\$2,000	\$0	\$11,000	\$0			\$5,000	\$18,000
Wake Forest	\$108,500	\$0	\$30,000	\$77,000	0.17		\$0	\$215,500
Waynesville	\$12,000	\$0	\$45,560	\$86,800	0.23	Town - \$8,000	\$1,750	\$146,110
Wilson	\$50,000	\$26,880	\$0	\$66,350	0.17		\$0	\$143,230
Average	\$73,756	\$12,570	\$26,785	\$70,740			\$33,189	\$140,323
Number of Cities	36	9	18	19			18	37
Minimum	\$2,000	\$100	\$3,600	\$10,086			\$1,000	\$10,500
Maximum	\$410,722	\$26,880	\$75,000	\$132,800			\$122,635	\$408,358



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Ordinance amending the zoning regulations to include a five-hundred (500) foot minimum separation requirement between “public or private clubs”

Explanation: At its November 9, 2009, meeting and after consideration of various options to improve public safety within the downtown and other areas wherein entertainment establishments are permitted, the City Council determined to proceed with consideration of an amendment to the zoning regulations that will require all new public or private clubs to be separated by not less than 500 feet as measured between the closest property line.

This new requirement will apply to all public or private clubs located both within the downtown commercial district and the rest of the city's zoning jurisdiction.

Prior to its November 9, 2009, meeting, the City Council requested and received a report on possible actions to improve public or private club safety from the City Attorney which included the following option: "7) Enact a zoning ordinance which establishes a minimum separation requirement for the location of public or private clubs in order to reduce the adverse impact which is caused by the concentration of such clubs. The concentration of public or private clubs within an area has an adverse impact from a land use perspective in addition to the adverse impact that the concentration creates for law enforcement purposes. There are sixteen (16) public or private clubs located in approximately a four (4) block area of the downtown area. Establishment of a separation requirement in the zoning ordinance would disperse these uses and minimize their adverse impact. A separation requirement would apply to the location of new establishments and the expansion of existing establishments. Current establishments would be grandfathered. A separation requirement would not have an immediate impact but it would ensure that additional public or private clubs would not be located in the immediate area."

On November 20, 2009, the City Attorney's office mailed notice of City Council's determination to proceed with consideration of ordinances that apply to all public or private clubs to the owners and managers of all clubs. The notice invited the club owners and managers to attend the scheduled meetings of the

Planning and Zoning Commission and the City Council when these proposed ordinances would be considered and voice their opinion on these and related proposals if they so desired.

Excerpt from the City Attorney's Planning and Zoning Commission meeting notice to the club owners and managers is included below.

"The Planning and Zoning Commission of the City of Greenville will hold a public meeting on the 15th day of December, 2009, at 6:30 p.m. in the Council Chambers of City Hall, 200 West Fifth Street, in order to consider a recommendation to City Council on a proposed ordinance amending the Zoning Ordinance which establishes a minimum separation requirement for the location of public or private clubs so that no new club and no addition to an existing club will be allowed unless the club meets the minimum separation requirement. Existing clubs in their current location and size are "grandfathered" and may continue operation indefinitely provided that club activity does not cease for a period of six (6) months. A change in ownership does not impact this "grandfather" protection. A copy of the proposed ordinance is enclosed. On the basis of objections, debate and discussion at the hearing, changes may be made from what has been proposed. If you have any questions, please do not hesitate to contact me at 252-329-4426."

As summarized in the above meeting notice, (i) no new club and no addition to an existing club will be allowed unless the club meets the minimum 500-foot separation requirement, and (ii) existing clubs in their current location and size are "grandfathered" and may continue operation indefinitely provided that club activity does not cease for a period of six (6) months. A change in ownership does not impact this "grandfather" protection. This proposed spacing requirement is an amendment to the zoning ordinance.

Other related ordinances, not involving amendment of the zoning regulations or review and recommendation of the Planning and Zoning Commission, which the City Council has determined to also consider include the following: (1) a prohibition on a public or private club employing a person as a bouncer who has been convicted of certain crimes and a requirement that a public or private club conduct criminal record checks of each person employed as a bouncer and (2) a prohibition on a public or private club employing a person as a bouncer who has not completed a training program for bouncers conducted by the police department within certain time frames and a requirement that a bouncer employed at a public or private club annually complete a training program for bouncers conducted by the police department.

The above options (1) and (2) were considered and approved by City Council at its December 10, 2009, meeting. On November 20, 2009, the City Attorney's office provided written notice to the owners and managers of all public and private clubs concerning these proposed amendments to the city code. Although related to the common goal of increased downtown public safety, the City Council's approval of the aforementioned actions is separate from the proposed public or private club spacing requirement.

At the December 15, 2009, Planning and Zoning Commission meeting, the Commission did not approve a motion to recommend adoption of the original draft ordinance requiring a five-hundred (500) foot spacing requirement between public or private clubs in all districts. In addition, the Planning and Zoning Commission approved a motion recommending approval of a substitute ordinance requiring a five-hundred (500) foot spacing requirement between public or private clubs located only in the CD (downtown commercial) district.

Both the original draft ordinance (doc #841377) and the Planning and Zoning Commission recommended substitute ordinance (doc #851388) are attached for City Council consideration.

On December 18, 2009, the City Attorney's office mailed notice of the public hearing to consider adoption of the proposed ordinance amending the zoning ordinance to require spacing between public or private clubs to the property owners and the club owners and managers of all clubs. The notice invited the property owners and club owners and managers to attend the public hearing and voice their opinion on this proposal if they so desire.

On January 14, 2010, the City Council held and closed the public hearing on the adoption of the subject ordinance. Following the public hearing, the City Council continued the item for consideration at the February 11, 2010, City Council meeting.

Fiscal Note:

No direct cost to the City.

Recommendation:

In staff's opinion, both the original draft ordinance (doc #841377) and the Planning and Zoning Commission recommended substitute ordinance (doc #851388) are in compliance with Horizons: Greenville's Community Plan.

The Planning and Zoning Commission did not recommend approval of the original draft ordinance (doc #841377) at its December 15, 2009 meeting.

Following Planning and Zoning Commission action on the original draft ordinance, the Commission did recommend approval of a substitute ordinance (doc #851388) at its December 15, 2009 meeting that limited the scope of the proposed ordinance to the downtown commercial district.

If City Council determines to approve the amendment request that applies to all public or private clubs, a motion to adopt the attached original ordinance (841377) will accomplish this. If City Council determines to approve the amendment request as recommended by the Planning and Zoning Commission that applies only within the downtown commercial district, a motion to adopt the revised attached ordinance (851388) will accomplish this. The ordinances include the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

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

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

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

Attachments / click to download

- [Letter from ECU Chancellor concerning spacing requirement](#)
 - [Original Club Spacing Ordinance 841377](#)
 - [Pand Z Recommended Club Spacing Ordinance 12_15_09 851388](#)
 - [Excerpt from December 15 2009 Planning and Zoning Minutes spacing requirement 851895](#)
 - [Restaurant Dand E Club regulations 849164](#)
 - [Official List of All Public Private Clubs Spreadsheet 841247](#)
 - [Nightclub and Restaurant Survey 740703](#)
-

Original Draft Ordinance

ORDINANCE NO. 10 - ____
AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on February 11, 2010 at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

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

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

Section 1: That Title 9, Chapter 4, Article E, Section 9-4-86(f), of the City Code, is hereby amended to include a new subsection (6) to read as follows:

“(6) No public or private club located in any district shall be located within a five-hundred (500) foot radius of an existing or approved public or private club as measured from the nearest lot line in accordance with the following. When a public or private club is located or to be located on a lot exclusive to itself, the measurement shall be from the perimeter lot line of the exclusive lot. When a public or private club is located or to be located in a separate structure exclusive to itself on a lot containing multiple uses, the measurement shall be from the perimeter lot line of the lot containing multiple uses. When a public or private club is located or to be located in a common structure with other uses such as a shopping center on a common lot, the measurement shall be from the perimeter lot line of the common lot.”

Section 2: That all ordinances and sections of ordinances in conflict with this ordinance are hereby repealed.

Section 3: That this ordinance shall become effective upon its adoption.

This 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

Planning and Zoning Commission recommended substitute ordinance (12/15/09)

ORDINANCE NO. 10 - ____
AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on February 11, 2010 at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

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

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

Section 1: That Title 9, Chapter 4, Article E, Section 9-4-86(f), of the City Code, is hereby amended to include a new subsection (6) to read as follows:

“(6) No public or private club located in a CD (downtown commercial) district shall be located within a five-hundred (500) foot radius of an existing or approved public or private club located within any CD (downtown commercial) district as measured from the nearest lot line in accordance with the following: When a public or private club is located or to be located on a lot exclusive to itself, the measurement shall be from the perimeter lot line of the exclusive lot. When a public or private club is located or to be located in a separate structure exclusive to itself on a lot containing multiple uses, the measurement shall be from the perimeter lot line of the lot containing multiple uses. When a public or private club is located or to be located in a common structure with other uses such as a shopping center on a common lot, the measurement shall be from the perimeter lot line of the common lot.”

Section 2: That all ordinances and sections of ordinances in conflict with this ordinance are hereby repealed.

Section 3: That this ordinance shall become effective upon its adoption.

This 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

851388

Excerpt from December 15, 2009 Planning and Zoning Commission Minutes

Text Amendments

Request by the Community Development Department, at the initiation of City Council, to amend the zoning regulations to include a 500 foot minimum separation requirement between “public or private clubs”.

Mr. Hamilton said he had received a letter from the ECU Chancellor voicing support for this amendment. The letter was included in the Commissions agenda materials. He said following a public hearing on November 9, 2009, and after consideration of various options to improve public safety within the downtown and other areas wherein entertainment establishments are permitted, the City Council determined to proceed with consideration of an amendment to the zoning regulations that will require all new public or private clubs to be separated by not less than 500 feet as measured between the closest property line. Other related ordinances, not involving amendment of the zoning regulations or review and recommendation of the Planning and Zoning Commission, which the City Council approved on December 10, 2009 include the prohibition of a club employing a person as a bouncer who has been convicted of certain crimes and the prohibition of a club employing a person as a bouncer who has not completed an annual training program for bouncers conducted by the police department.

On November 20, 2009 the City Attorney's office mailed notice of City Council's determination to proceed with consideration of ordinances that apply to all public or private clubs to the owners and managers of all clubs operating in Greenville's jurisdiction. The notice invited the club owners and managers to attend both the Planning and Zoning Commission and City Council meetings and voice their opinion on the proposed regulations if they so desired.

Mr. Hamilton stated the proposed spacing requirement would mean no new club and no addition to an existing club will be allowed unless the club meets the minimum 500 foot separation requirement (between clubs), and existing clubs in their current location and size are “grandfathered” and may continue operation indefinitely provided that club activity does not cease for a period of six months. He said a change in ownership does not impact this “grandfather” protection.

Mr. Hamilton stated several other uses in Greenville have spacing standards such as family care homes which must have at least ¼ mile (1,320 feet) between homes. He said a survey of club spacing requirements in other area NC cities was conducted and staff found that clubs in Cary, if outside activities are utilized, must be 100 feet from all residential zones. There is no spacing requirement for Chapel Hill, Jacksonville, Rocky Mount or Wilmington. The City of Fayetteville requires a public or private club that includes adult entertainment be at least 500 feet from daycares, schools and places of worship. In Garner, if the club is a permitted (by-right) use, such club must be at least 500 feet from all residential zones or residential uses. Kinston's requirement is at least 300 feet from another club. In Washington a club cannot be located within 500 feet of another club and in Wilson clubs cannot be located within 500 feet of a residence, church or public park. Mr. Hamilton stated the proposed spacing requirement will apply to all public or private clubs located within the downtown and within the outlying areas of the city's jurisdiction. He said there are currently 25 public or private clubs located in Greenville's jurisdiction. Mr. Hamilton stated a public or private club is defined as an establishment whose principal use is entertainment. A club does not have a minimum food sales requirement as is required for dining and entertainment establishments and restaurants. Mr. Hamilton said the highest concentration of public or private clubs is in the downtown area. He said the proposed amendment would restrict additional clubs from locating in this area. He said the Commission needed to vote on the proposed amendment as presented. He also stated that if the Commission decided not to recommend the request, the Commission could, by separate motion and vote, recommend an alternative spacing requirement to City Council.

Mr. Thomas asked what goal the City had in mind when recommending this change.

Mr. Hamilton said the intent is to increase public safety and to prohibit a high concentration of clubs in one area.

Mr. Thomas said it seemed like it would be harder for the police to control a more widespread area.

Mr. Hamilton said the Police Department had addressed that issue and in the opinion of the Chief of Police less concentration of clubs was recommended.

Mr. Ramey asked what staff recommended.

Mr. Hamilton said staff supported the ordinance as proposed and believe it would prohibit a high concentration of clubs in any one area.

Mr. Bell asked if existing clubs would be able to move downtown or if existing clubs could expand.

Mr. Hamilton said the 500 foot spacing from existing clubs does not cover the entire downtown. He said there were some other available areas outside the four block area of high club concentration.

Mr. Randall asked where staff come up with 500 feet.

Mr. Hamilton said a block length in the downtown area was about 300 feet so anything less than that would mean a couple of clubs per block face and 500 feet better ensures no more than one club per block face.

Mr. Randall asked if a shopping center with a club in it such as Tiebreakers had a new center develop across the street from it if that new center could house a public or private club.

Mr. Hamilton said if the perimeter boundaries of the lots were less than 500 feet apart it could not.

Mr. Thomas asked if staff inquired as to why two other college towns, Wilmington and Chapel Hill, did not have spacing requirements.

Mr. Hamilton said staff did not ask that specific question.

Mr. Tozer asked if there had been significant growth of public or private clubs in the area in the last five to ten years.

Mr. Hamilton said there had been a few clubs added but would not say there had been significant growth.

Mr. George Saieed spoke in opposition to the request. He said he owned a club in the downtown area and represented several property owners with clubs on their property in the downtown area. Mr. Saieed did not list the properties or persons he represented. He said there haven't been any new clubs open in the downtown area in several years. He said he didn't see how safety would be any better with the proposed ordinance. He asked if the clubs that were under a special use permit in the downtown area would be grandfathered in.

Mr. Hamilton said any club that doesn't currently meet the spacing requirement would be grandfathered, those with or without a special use permit.

Mr. Saieed said one of the goals of the old Horizon's Plan was to concentrate clubs to the downtown area to make it safer and easier to control and this was a total contradiction to that.

Mr. Hamilton said there was no guarantee that the number of clubs would be reduced in the downtown area. He said the main purpose of the amendment was to not have additional clubs in the area of concentration. He said some clubs may be phased out through attrition and conversion to other uses, but that is up to the property owners.

Mr. Saieed asked if notice was sent out to the property owners or to the clubs because he didn't receive a notice.

Mr. Holec said notice was mailed to the owners and managers of the public or private clubs, though it was not required.

Mr. Jeremy King spoke in opposition to the request. He said he was an attorney with an office on South Pitt Street. He said he was opposed to the ordinance because he didn't think it would do what it intended. He felt it would transfer property rights for all the neighboring property owners of the clubs and decrease the value of neighboring properties by limiting their use.

Mr. Lehman closed the public hearing and called for board discussion.

Mr. Bell asked Mr. Holec if there had been any contact with the property owners downtown other than by legal advertisement.

Mr. Holec said this was not a rezoning, therefore mail notice was not required.

Mr. Gordon asked if there had been any contact with any of the other property owners in the area.

Mr. Hamilton said there had not. He said everyone is concentrating on the downtown area, but there were hundreds of acres of land scattered across the city that could potentially be locations for public or private clubs and they would have to notify an extraordinary number of people to include everyone that could possibly be affected. The ordinance applies to the entire city not just the downtown.

Motion was made by Mr. Ramey to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters.

Mr. Tozer stated he had issues with the strip mall example where a new development couldn't rent to a club if one was located right across the street.

Mr. Thomas asked if they could still have discussion.

Mr. Holec said they needed a second before they could have further discussion.

Mr. Gordon seconded the motion.

Mr. Thomas said staff had done a great job on the proposal; however he would like to see more study done on this issue. He said he would like to hear from more property owners because they are the ones being impacted the most.

Mr. Randall agreed. He stated he was not in favor of the motion to approve the request..

Mr. Ramey asked if anyone on the board knew what it took to control five thousand people.

Mr. Parker said working at UBE he could understand what it was like. He said it was hard to control a crowd that large. He said it would be easier to send two officers out to enforce a small crowd than to try and control a crowd of five thousand.

Mr. Bell said he agreed with having some type of containment in the downtown area.

Mr. Lehman called for a vote on Mr. Ramey's motion. Mr. Gordon, Ms. Rich and Mr. Ramey voted in favor of the motion. Mr. Bell, Mr. Thomas, Ms. Basnight, Mr. Tozer and Mr. Randall voted in opposition to the motion. Motion fails.

Following the first motion and vote, motion was made by Mr. Tozer, seconded by Mr. Bell, to approve a substitute amendment, specifically that the spacing requirement only apply to the CD district, and to advise that the amendment is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters.

Mr. Randall said he felt five hundred feet as proposed was very restrictive and it should be adjusted.

Mr. Ramey stated five hundred feet was necessary to restrict further concentration of clubs in the downtown area.

Mr. Gordon said it wouldn't matter if it was three hundred or five hundred feet, the neighboring property still wouldn't be able to be a club.

Mr. Thomas said he felt all the property owners should have been notified and he felt economics would decide if more clubs came to the area or not, not the spacing requirement.

Mr. Lehman called for a vote on the motion. Ms. Rich, Mr. Bell, Mr. Gordon, Mr. Tozer and Ms. Basnight voted in favor of the motion. Mr. Thomas, Mr. Randall and Mr. Ramey voted in opposition to the motion. Motion carried.

Greenville, NC Zoning Ordinance excerpts – 11/17/09

Public or private club. An establishment of which the principal use is entertainment and which meets all of the following:

- (1) May be open to the general public;
- (2) May require a membership, cover, or minimum charge for admittance or service during regular or special periods of operation;
- (3) May provide live or recorded amplified music;
- (4) May provide a floor show;
- (5) May provide a dance area;
- (6) May offer a full service bar;
- (7) May offer food services;
- (8) May provide food attendant (waiter/waitress) table ordering and busboy services; and
- (9) Does not qualify under the definition of “restaurant, fast food” or “restaurant, conventional” or “dining and entertainment establishment”, as contained herein;
- (10) Any proposed or established “dining and entertainment establishment” that does not comply with the definition, standards or requirements applicable to “dining and entertainment establishments” as contained herein shall be classified as a “public or private club” for purposes of zoning regulation.

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

- (1) May require a membership, cover, or minimum charge for admittance or service during special periods of operation in accordance with this Chapter;
- (2) Has sales of prepared and/or packaged foods, in a ready to consume state, in excess of thirty (30) percent of the total gross receipts for such establishment during any month. In determining the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready to consume state, the following sales shall be included: (i) food prepared in the establishment's kitchen and served as a meal to be consumed on the premises or as a take-out order, (ii) packaged food sold to accompany the meal, and (iii) non-alcoholic beverages sold to accompany the meal. The following shall not be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready to consume state: (i) mixed alcoholic beverages, including the mixer, (ii) any other alcoholic beverage, (iii) grocery items not ordered and purchased with meals, and (iv) any other product, item, entertainment, service, or gratuity which is not specified in this subsection (2) as a sale to be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready to consume state. A membership, cover, or minimum charge for admittance or service shall not be included in either the total gross receipts for such establishment or in the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready to consume state. For purposes of determining compliance under this subsection (2), the zoning enforcement officer may utilize and rely upon any routine or special audit report prepared by a department, division of a department, or agency of the State of North Carolina;
- (3) Does provide sit down dining area(s);
- (4) May provide food attendant (waiter/waitress) table ordering and busboy services;
- (5) May offer food in disposable containers;
- (6) May offer carry-out and/or off-site delivery services;

- (7) Does not offer drive-in attendant services;
- (8) May exhibit one (I) but not both of the following operational functions or characteristics:
 - (a) Drive thru service.
 - (b) Over the counter service. For purposes of this section the term "over the counter service" shall include both customer ordering and the receipt of food, excepting beverages, condiments, utensils, etc., from an order/delivery station or counter remote to the on-site place of consumption;
- (9) May have one or more of the following activities or services, which is open to the establishments patrons and general public and is limited to the hours of operation of complete food services including regular menu food ordering, food preparation and on-premise food consumption, except as otherwise provided in this subsection (9): full service bar, live or recorded amplified music, floor show and dancing area. Complete food services including regular menu food ordering, food preparation and on-premise food consumption services may be suspended at the option of the owner/operator not less than one (1) hour prior to the close of business each evening. For purposes of interpretation of this section, when a dining and entertainment establishment closes for business at 12:00 AM (midnight) complete restaurant services including regular menu food ordering, food preparation and on-premise food consumption shall be provided until not less than 11:00 PM of the same day;
- (10) Shall be limited to a maximum mechanically conditioned floor area requirement and shall comply with a minimum separation and security requirement as specified under sections 9-4-86 and 9-4-103;
- (11) Does not qualify under the definition of "restaurant, fast food" or "restaurant, conventional" as contained herein; and
- (12) Any dining and entertainment establishment that does not meet the aforesaid requirements shall be classified as a "public or private club" for purposes of zoning regulation.

Restaurant, conventional. An eating establishment open to the general public of which the principal use is food services including food ordering, food preparation and on-premise food consumption, and which meets all the following:

- (1) Does not require a membership, cover, or minimum charge for admittance or service during regular or special periods of operation;
- (2) Has sales of prepared and/or packaged foods, in a ready to consume state, in excess of fifty (50) percent of the total gross receipts for such establishment during any month. In determining the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready to consume state, the following sales shall be included: (i) food prepared in the establishment's kitchen and served as a meal to be consumed on the premises or as a take-out order, (ii) packaged food sold to accompany the meal, and (iii) non-alcoholic beverages sold to accompany the meal. The following shall not be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready to consume state: (i) mixed alcoholic beverages, including the mixer, (ii) any other alcoholic beverage, (iii) grocery items not ordered and purchased with meals, and (iv) any other product, item, entertainment, service, or gratuity which is not specified in this subsection as a sale to be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready to consume state. For purposes of determining compliance under this section, the zoning enforcement officer may utilize and rely upon any routine or special audit report prepared by a department, division of a department, or agency of the State of North Carolina;
- (3) May offer food in disposable containers;

- (4) Does provide sit down dining area(s);
- (5) Does provide table cleaning and clearing (busboy) services;
- (6) Does provide attendant (waiter/waitress) food delivery services, unless over the counter service is provided in accordance with subsection 9 below;
- (7) May offer carry-out and/or off-site delivery services provided such food service is an accessory activity;
- (8) Does not offer drive-in attendant services;
- (9) May exhibit one (1) but not both of the following operational functions or characteristics:
 - (a) Drive thru service.
 - (b) Over the counter service. For purposes of this section the term “over the counter service” shall include both customer ordering and the receipt of food, excepting beverages, condiments, utensils, etc., from a order/delivery station or counter remote to the on-site place of consumption; and
- (10) May have as an ancillary or accessory use a full service bar, live or recorded amplified music, floor show and dancing area which is open to the restaurant patrons and general public and is limited to the hours of operation of the principal use restaurant.

Restaurant, fast food. An eating establishment open to the general public of which the principal use is food services including food ordering, food preparation and on-premise food consumption, and which meets all of the following:

- (1) Does not require a membership, cover, or minimum charge for admittance or service during regular or special periods of operation;
- (2) Has sales of prepared and/or packaged foods, in a ready to consume state, in excess of fifty (50) percent of the total gross receipts for such establishment during any month. In determining the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready to consume state, the following sales shall be included: (i) food prepared in the establishment’s kitchen and served as a meal to be consumed on the premises or as a take-out order, (ii) packaged food sold to accompany the meal, and (iii) non-alcoholic beverages sold to accompany the meal. The following shall not be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready to consume state: (i) mixed alcoholic beverages, including the mixer, (ii) any other alcoholic beverage, (iii) grocery items not ordered and purchased with meals, and (iv) any other product, item, entertainment, service, or gratuity which is not specified in this subsection as a sale to be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready to consume state. For purposes of determining compliance under this subsection, the zoning enforcement officer may utilize and rely upon any routine or special audit report prepared by a department, division of a department, or agency of the State of North Carolina;
- (3) Does not qualify as a conventional restaurant by definition; and
- (4) May have as an ancillary or accessory use a full service bar, live or recorded amplified music, floor show, and dancing area which is open to the restaurant patrons and general public and is limited to the hours of operation of the principal use restaurant.
- (5) The following is not considered a “restaurant, fast food” under this definition.
 - (a) Ancillary or accessory food service for a permitted principal use where such food service is open to the general public such as an employee and/or patron cafeteria or eating area;
 - (b) Temporary food service as part of permitted temporary uses such as carnivals, fairs, street fairs, circuses, athletic events, community events, concerts, nonprofit fund raising events, emergency shelters, and the like; or
 - (c) Any establishment where the preparation of food is merely incidental to the sale of food such as a grocery store or food market and the like.

Restaurant and/or dining and entertainment establishment; outdoor activities. A principal and/or accessory use associated with or utilized in conjunction with a conventional or fast food restaurant or a dining and entertainment establishment which is intended for the temporary or permanent conduct of activities relative to the sale, transfer or enjoyment of products and/or services to persons located on the business premises and which is open and unenclosed on one (1) or more sides or which is without a complete roof structure. For purposes of this section, all areas not constituting “mechanically conditioned area” as determined by the building inspector shall be considered open and unenclosed. Additionally, fences and/or wire or plastic mesh screens shall be considered open and unenclosed for purposes of this section. Use of any amplified outdoor audio sound system including loud speakers, audio speakers or other electronic or mechanical sound transmission devices shall be considered as an “outdoor activity” for purposes of this definition.

Restaurant; and/or dining and entertainment establishment; regulated outdoor activities. Any “restaurant and/or dining and entertainment establishment; outdoor activity”, as defined herein, which is located within three hundred (300) feet, as measured to the closest point, of any residential district, excepting CDF, which allows single-family dwellings as a permitted use.

Table of uses (P = permitted by-right, S = special use permit of the Board of Adjustment required)

		(6) Recreational/Entertainment.																													
USE		LUC#	R A20	R 15S	R 9S	R 6S	R 6N	R 9	R 6	R 6A	R 6MH	M I	M S	M O	M C G	M R	M C H	M R S	O R	O	C D	C D F	C G	C N	C H	I U	I	P I U	P I		
a.	Golf course; 18-hole regulation length (see also section 9-4-103)	1	S	S	S	S		S	S	S								S													
a.(1)	Golf course; 9-hole regulation length (see also section 9-4-103)	1	S	S	S	S		S	S	S								S													
b.	Golf course; par three	2																								P					
c.	Golf driving range	3																								P					
c.(1)	Tennis club; indoor and outdoor facilities	3	S	S	S	S		S	S	S						S		S	S							P					
d.	Game center	3																				S	S	S		S					
e.	Miniature golf or putt-putt course	3																								P	S	S			
f.	Public park or recreational facility	2	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
g.	Private noncommercial park or recreational facility	2	P	P	P	P	P	P	P	P	P			P		P		P	P	P	P	P	P				P	P	P	P	P
h.	Commercial recreation; indoor only, not otherwise listed	3																	S			P		P		P					

development or his authorized representative as a result of this annual review shall be compiled in a written staff report.

- (c) At a meeting of the board of adjustment, the director of community development or his authorized representative shall present to the board of adjustment the staff report of a public or private club for which the annual review includes a finding of one or more instances of non-compliance with applicable laws, codes, and ordinances including, but not limited to, noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. The special use permit holder as specified under subsection (4) below shall be provided notice of the meeting and a copy of the staff report.
- (d) Based on the staff report, the board of adjustment, by a majority vote, may either determine that a rehearing is not required for the special use permit or order a rehearing on the special use permit. An order for a rehearing shall be based upon a determination by the board of adjustment that either (i) the use of the property is inconsistent with the approved application, (ii) the use is not in full compliance with all specific requirements set out in Title 9, Chapter 4 of the Greenville City Code, (iii) the use is not compliant with the specific criteria established for the issuance of a special use permit including conditions and specifications, health and safety, detriment to public welfare, existing uses detrimental, injury to properties or improvements, and nuisance or hazard, or (iv) the use is not compliant with any additional conditions of approval established by the board and set out in the order granting the permit. The rehearing shall be in the nature of, and in accordance with the requirements for a hearing upon a special use permit application. After the rehearing and in accordance with the provisions of section 9-4-81, the board of adjustment may grant a special use permit with conditions imposed pursuant to this subsection (f) and section 9-4-82 or deny the special use permit. The grant or denial of the special use permit by the board of adjustment after the rehearing shall constitute a revocation of the previously granted special use permit for a public or private club.
- (e) The requirements and standards set forth in this subsection (f)(1) are in addition to other available remedies and nothing herein shall prohibit the enforcement of applicable codes, ordinances and regulations as provided by law.
- (2) The owner(s) and operator(s) of a public or private club shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 AM each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public right-of-ways or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a public or private club shall comply with the provisions of Title 11, Chapter 9 of the City Code whether or not the establishment is a nightclub, bar or tavern.
- (3) In addition to subsection (2) above, the board of adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.
- (4) The special use permit shall be issued to the property owner as listed on the tax records of the county. When the ownership of any property, which has a special use permit for a

public or private club, is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the director of community development an acknowledgement of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgement shall be made on forms provided by the planning office.

- (5) Any public or private club that has been issued a special use permit by the board of adjustment, that is subject to mandatory annual renewal, shall continue under the terms and conditions of the issued special use permit, until the expiration of said permit. All subsequent special use permit approvals for said location shall be subject to the specific criteria set forth under this subsection (f). (Ord. No. 06-75, §1, 8-10-06)

(f)1. Dining and entertainment establishments.

- (1) (a) A special use permit for a dining and entertainment establishment is subject to revocation in accordance with the provisions of this subsection (f)(l). Nothing herein shall prohibit or restrict the authority of the board of adjustment to rescind or revoke a special use permit for a dining and entertainment establishment in accordance with the provisions of section 9-4-83.

(b) An annual review shall be conducted by the director of community development or his authorized representative of a dining and entertainment establishment which has received a special use permit for the purpose of determining and ensuring compliance with applicable laws, codes, and ordinances including, but not limited to, noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. The findings of the director of community development or his authorized representative as a result of this annual review shall be compiled in a written staff report.

(c) At a meeting of the board of adjustment, the director of community development or his authorized representative shall present to the board of adjustment the staff report of a dining and entertainment establishment for which the annual review includes a finding of one or more instances of non-compliance with applicable laws, codes, and ordinances including, but not limited to, noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. The special use permit holder as specified under subsection (4) below shall be provided notice of the meeting and a copy of the staff report.

(d) Based on the staff report, the board of adjustment, by a majority vote, may either determine that a rehearing is not required for the special use permit or order a rehearing on the special use permit. An order for a rehearing shall be based upon a determination by the board of adjustment that either (i) the use of the property is inconsistent with the approved application, (ii) the use is not in full compliance with all specific requirements set out in Title 9, Chapter 4 of the Greenville City Code, (iii) the use is not compliant with the specific criteria established for the issuance of a special use permit including conditions and specifications, health and safety, detriment to public welfare, existing uses detrimental, injury to properties or improvements, and nuisance or hazard, or (iv) the use is not compliant with any additional conditions of approval established by the board and set out in

the order granting the permit. The rehearing shall be in the nature of, and in accordance with the requirements for a hearing upon a special use permit application. After the rehearing and in accordance with the provisions of section 9-4-81, the board of adjustment may grant a special use permit with conditions imposed pursuant to this subsection (f)1 and section 9-4-82 or deny the special use permit. The grant or denial of the special use permit by the board of adjustment after the rehearing shall constitute a revocation of the previously granted special use permit for a dining and entertainment establishment.

(e) The requirements and standards set forth in this subsection (f)(1) are in addition to other available remedies and nothing herein shall prohibit the enforcement of applicable codes, ordinances and regulations as provided by law.

- (2) The owner(s) and operator(s) of a dining and entertainment establishment shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 AM each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public right-of-ways or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a dining and entertainment establishment shall comply with the provisions of Title 11, Chapter 9, of the City Code entitled Litter Control in Parking Lots.
- (3) In addition to subsection (2) above, the board of adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.
- (4) The special use permit shall be issued to the property owner as listed on the tax records of the county. When the ownership of any property, which has a special use permit for a dining and entertainment establishment, is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the director of community development an acknowledgement of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgement shall be made on forms provided by the planning office.
- (5) May require a membership, cover, or minimum charge for admittance or service during regular or special periods of operation.
- (6) Weekdays. Except as further provided under subsection (8) below, dining and entertainment establishments shall not have amplified audio entertainment after 11:00 PM each Monday, Tuesday, Wednesday, and Thursday night and before 11:00 AM of the next day. For purposes of this section "amplified audio entertainment" shall mean any type of music or other entertainment delivered through and by an electronic system, provided however televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment.
- (7) Weekends. Except as further provided under subsection (8) below, dining and entertainment establishments shall not have amplified audio entertainment after 2:00 AM each Friday and Saturday night and before 11:00 AM of the next day, and shall not have amplified audio

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

- (8) Special period of operation. The allowable period of amplified audio entertainment may be extended, at the option of the owner/operator, from the times specified under subsections (6) and (7) above to not later than 2:00 AM and before 11:00 AM of the next day on the following day: December 31st (New Years Eve).
- (9) Shall have sales of prepared and/or packaged foods, in a ready to consume state, in excess of thirty (30) percent of the total gross receipts for such establishment during any month. In determining the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready to consume state, the following sales shall be included: (i) food prepared in the establishment’s kitchen and served as a meal to be consumed on the premises or as a take-out order, (ii) packaged food sold to accompany the meal, and (iii) non-alcoholic beverages sold to accompany the meal. The following shall not be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready to consume state: (i) mixed alcoholic beverages, including the mixer, (ii) any other alcoholic beverage, (iii) grocery items not ordered and purchased with meals, and (iv) any other product, item, entertainment, service, or gratuity which is not specified in this subsection as a sale to be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready to consume state. A membership, cover, or minimum charge for admittance or service shall not be included in either the total gross receipts for such establishment or in the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready to consume state. For purposes of determining compliance under this subsection, the zoning enforcement officer may utilize and rely upon any routine or special audit report prepared by a department, division of a department, or agency of the State of North Carolina.
- (10) Records related to the sale of prepared and/or packaged food in a ready to consume state and the sale of all other products and services shall be maintained on premises for not less than one (1) year and shall be open for inspection or audit at all reasonable hours during any period of establishment operation by the zoning enforcement officer. The zoning enforcement officer may view the records on the premises of the establishment or may request copies of such written records be delivered to the city. Records of sales of prepared and/or packaged food in a ready to consume state and the sale of all other products and services shall be filed separate and apart from all other records maintained on the premises. The requirements of this subsection shall be for the purpose of determining compliance with subsection (9) above. Failure to provide all records required by this subsection in a timely manner, to be determined by the city, upon written request of the zoning enforcement officer shall constitute a violation of the zoning regulations.
- (11) A lighting plan shall be submitted to the director of community development, or authorized agent for review and approval and lighting fixtures shall be installed and maintained pursuant to such approved plan which illuminates all exterior portions of the building, lot area and parking

lot as determined appropriate by the director of community development, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section 9-4-104.

- (12) A parking plan which conforms to the provisions of Article O, Parking, shall be submitted to the director of community development, or authorized agent for site plan review and approval in accordance with the provisions of the Land Development Administrative Manual. The exemption provisions of section 9-4-243(2) shall not apply to a dining and entertainment establishment and each establishment shall provide all required parking spaces specified under section 9-4-252 on-site or in an approved remote parking facility in accordance with section 9-4-250.
- (13) No dining and entertainment establishment located in a CN (neighborhood commercial) district shall contain more than 7,000 total square feet of mechanically conditioned floor area, including but not limited to any activity area, kitchen, restroom, interior walk-in storage room, hallway, foyer, bar and serving station, seating area, dance floor, and sound stage.
- (14) No dining and entertainment establishment located in a CN (neighborhood commercial) district shall be located within a two-hundred (200) foot radius of an existing or approved dining and entertainment establishment located within any CN (neighborhood commercial) district as measured from the nearest lot line.
- (15) When a dining and entertainment establishment (i) is located within five-hundred (500) foot radius, including street right-of-ways, of a residential zoning district as measured from the building or structure containing a dining and entertainment establishment to the nearest residential zoning district boundary, and (ii) such establishment provides or utilizes amplified audio entertainment as defined herein after 11:00 PM on any day, such establishment shall be subject to a security requirement during and after such period of amplified audio entertainment as follows:
 - a. Establishments that have an approved occupancy above 50 but less than 200 total persons as determined by the building inspector shall employ not less than one (1) uniformed off-duty law enforcement officer, or not less than one (1) uniformed security guard provided by a security guard and control profession licensed in accordance with the provisions of Chapter 74C of the North Carolina General Statutes, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period 11:00 PM to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.
 - b. Establishments that have an approved occupancy of 200 or more total persons as determined by the building inspector shall employ not less than two (2) uniformed off-duty law enforcement officers, or not less than two (2) uniformed security guards provided by a security guard and control profession licensed in accordance with the provisions of Chapter

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

c. For purposes of this section the term “residential zoning district” shall include the following districts: RA20, R6MH, R6, R6A, R6A-RU, R6N, R6S, R9, R9S, R15S, PUD, MR, and MRS. (Ord. No. 09-27, § 7, 4-9-08)

(q) *Restaurant; conventional or fast food.*

- (1) Except as further provided, whenever a proposed restaurant is to be located adjacent to a permitted residential use, or a residential zoning district, the following minimum standards shall be required:
 - (a) The restaurant principal structure shall maintain a public street (front yard) setback not less than the adjoining residential zoning district;
 - (b) The restaurant principal structure shall maintain a side and rear yard setback not less than twenty-five (25) feet from any property line which abuts a residential zoning district or a permitted residential use;
 - (c) The maximum height of the restaurant principal and/or accessory structure(s) shall not exceed thirty-five (35) feet; and
 - (d) Any exterior menu reader board or order station which contains an audio speaker(s) shall be setback not less than fifty (50) feet from any side or rear property line which abuts a permitted residential use or residential zoning district, and such speaker shall be oriented and directed away from any adjacent permitted residential use or residential zoning district in a manner approved by the director of community development or the director’s authorized representative and such requirements shall be indicated upon an approved site plan. Separation of such speaker from an adjacent permitted residential use or residential zoning district by an intervening nonresidential building or structure of sufficient dimension to negate or block the transmission of sound may, upon approval of the director of community development or representative, substitute for the speaker setback, orientation and direction standards of this section. No exterior menu reader board or order station shall be utilized or operated in a manner which constitutes a nuisance or hazard to the general public.
- (2) No new restaurant within any MS zoning district shall be located within five hundred (500) feet of any existing or vested restaurant in any zoning district or within one thousand (1000) feet of any existing or vested restaurant in any MS district, as measured between the nearest enclosed structural part of such establishments.
- (3) Within any MO zoning district no fast food restaurant shall be located in a freestanding detached structure exclusive to such use. All fast food restaurants in any MO zoning district shall be located within and be part of an attached multi-unit structure which contains not less than three (3) individual units occupied by, or are available for sale or lease, to separate establishments. (Ord. No. 06-75, §1, 8-10-06)

Sec. 9-4-103. Special standards for certain specific uses. (Permitted Uses – i.e. P)

(o) Restaurant; fast food and/or restaurant; conventional utilizing drive-thru services

1. Except as further provided, whenever a proposed restaurant is to be located adjacent to a permitted residential use, or a residential zoning district, the following minimum standards shall be required:

- a. The restaurant principal structure shall maintain a public street (front yard) setback not less than the adjoining residential zoning district;
- b. The restaurant principal structure shall maintain a side and rear yard setback not less than twenty-five (25) feet from any property line which abuts a residential zoning district or a permitted residential use;
- c. The maximum height of the restaurant principal and/or accessory structure(s) shall not exceed thirty-five (35) feet; and
- d. Any exterior menu reader board or order station which contains an audio speaker(s) shall be setback not less than fifty (50) feet from any side or rear property line which abuts a permitted residential use or residential zoning district, and such speaker shall be oriented and directed away from any adjacent permitted residential use or residential zoning district in a manner approved by the Director of Community Development or his designee and such requirement shall be indicated upon an approved site plan. Separation of such speaker from an adjacent permitted residential use or residential zoning district by an intervening nonresidential building or structure of sufficient dimension to negate or block the transmission of sound may, upon approval of the Director of Community Development or his designee, substitute for the speaker setback, orientation or direction standards of this section. No exterior menu reader board or order station shall be utilized or operated in a manner which constitutes a nuisance or hazard to the general public. (Ord. No. 06-75, §1, 8-10-06)

(o.1) Restaurant; conditional and/or restaurant; fast food records retention requirement.

1. Records related to the sale of prepared and/or packaged food in a ready to consume state and the sale of all other products and services shall be maintained on premises for not less than one (1) year and shall be open for inspection or audit at all reasonable hours during any period of establishment operation by the zoning enforcement officer. The zoning enforcement officer may view the records on the premises of the establishment or may request copies of such written records be delivered to the city. Records of sales of prepared and/or packaged food in a ready to consume state and the sale of all other products and services shall be filed separate and apart from all other records maintained on the premises. The requirements of this section shall be for the purpose of determining the portion of sales attributed to the sale of prepared and/or packaged food in a ready to consume state. Failure to provide all records required by this section in a timely manner, to be determined by the city, upon written request of the zoning enforcement officer shall constitute a violation of the zoning regulations.

(t) Dining and entertainment establishment not subject to Article E Standards and Criteria for Special Uses shall comply with all of the following:

(1) When a dining and entertainment establishment (i) is located within five-hundred (500) foot radius, including street right-of-ways, of a residential zoning district as measured from the building or structure containing a dining and entertainment establishment to the nearest residential zoning district boundary, and (ii) such establishment provides or utilizes amplified audio entertainment as defined herein after 11:00 PM on any day, such establishment shall be subject to a security requirement during and after such period of amplified audio entertainment as follows:

a. Establishments that have an approved occupancy above 50 but less than 200 total persons as determined by the building inspector shall employ not less than one (1) uniformed off-duty law enforcement officer, or not less than one (1) uniformed security guard provided by a security guard and control profession licensed in accordance with the provisions of Chapter 74C of the North Carolina General Statutes, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period 11:00 PM to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.

b. Establishments that have an approved occupancy of 200 or more total persons as determined by the building inspector shall employ not less than two (2) uniformed off-duty law enforcement officers, or not less than two (2) uniformed security guards provided by a security guard and control profession licensed in accordance with the provisions of Chapter 74C of the North Carolina General Statutes, to patrol the parking lot, and to disperse the crowd, and to direct traffic during the period 11:00 PM to the close of business and later to such time that all patrons and other persons, other than employees, have vacated the premises and associated parking area. The required security personnel shall remain on duty and visible outside the establishment, and shall be accessible to law enforcement officers at all time. This section shall apply regardless of the number of patrons actually within the establishment at the time of amplified audio entertainment.

c. For purposes of this section the term “residential zoning district” shall include the following districts: RA20, R6MH, R6, R6A, R6A-RU, R6N, R6S, R9, R9S, R15S, PUD, MR, and MRS.

(2) The owner(s) and operator(s) of a dining and entertainment establishment shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 AM each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public right-of-ways or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a dining and entertainment establishment shall comply with the provisions of Title 11, Chapter 9, of the City Code entitled Litter Control in Parking Lots.

(3) May require a membership, cover, or minimum charge for admittance or service during regular or special periods of operation.

(4) Weekdays. Except as further provided under subsection (6) below, dining and entertainment establishments shall not have amplified audio entertainment after 11:00 PM each Monday, Tuesday, Wednesday, and Thursday night and before 11:00 AM of the next day. For purposes of this section “amplified audio entertainment” shall mean any type of music or other entertainment delivered through and by an electronic system, provided however televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment.

(5) Weekends. Except as further provided under subsection (6) below, dining and entertainment establishments shall not have amplified audio entertainment after 2:00 AM each Friday and Saturday night and before 11:00 AM of the next day, and shall not have amplified audio entertainment after 11:00 PM each Sunday night and before 11:00 AM of the next day. For purposes of this section “amplified audio entertainment” shall mean any type of music or other entertainment delivered through and by an electronic system, provided however televisions operating with no amplification other than their internal speakers or televisions connected to a master sound system operating at low amplification and indoor background music system operating at a low amplification and not intended as a principal form of entertainment shall not be deemed amplified audio entertainment.

(6) Special period of operation. The allowable period of amplified audio entertainment may be extended, at the option of the owner/operator, from the times specified under subsections (4) and (5) above to not later than 2:00 AM and before 11:00 AM of the next day on the following day: December 31st (New Years Eve).

(7) Shall have sales of prepared and/or packaged foods, in a ready to consume state, in excess of thirty (30) percent of the total gross receipts for such establishment during any month. In determining the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready to consume state, the following sales shall be included: (i) food prepared in the establishment’s kitchen and served as a meal to be consumed on the premises or as a take-out order, (ii) packaged food sold to accompany the meal, and (iii) non-alcoholic beverages sold to accompany the meal. The following shall not be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready to consume state: (i) mixed alcoholic beverages, including the mixer, (ii) any other alcoholic beverage, (iii) grocery items not ordered and purchased with meals, and (iv) any other product, item, entertainment, service, or gratuity which is not specified in this subsection as a sale to be included in the portion of sales that can be attributed to the sales of prepared and/or packaged food in a ready to consume state. A membership, cover, or minimum charge for admittance or service shall not be included in either the total gross receipts for such establishment or in the portion of sales that can be attributed to the sale of prepared and/or packaged food in a ready to consume state. For purposes of determining compliance under this subsection, the zoning enforcement officer may utilize and rely upon any routine or special audit report prepared by a department, division of a department, or agency of the State of North Carolina.

(8) Records related to the sale of prepared and/or packaged food in a ready to consume state and the sale of all other products and services shall be maintained on premises for not less than one (1) year and shall be open for inspection or audit at all reasonable hours during any period of establishment operation by the zoning enforcement officer. The zoning enforcement officer may view the records on the premises of the establishment or may request copies of such written records be delivered to the city. Records of sales of prepared and/or packaged food in a ready to consume state and the sale of all other products and services shall be filed separate and apart from all other records maintained on the premises. The requirements of this subsection shall be for the purpose of determining compliance with subsection (7) above. Failure to provide all records required by this subsection in a timely manner, to be determined by the city, upon written request of the zoning enforcement officer shall constitute a violation of the zoning regulations.

(9) A lighting plan shall be submitted to the director of community development, or authorized agent for review and approval and lighting fixtures shall be installed and maintained pursuant to such approved plan which illuminates all exterior portions of the building, lot area and parking lot as determined appropriate by the director of community development, or authorized agent. Lighting shall be located and shielded to prevent the light cone of all exterior fixtures from encroaching beyond the property boundary line and into any adjacent public right-of-way, property or dwelling. Required or additional optional lighting shall comply with this subsection and section 9-4-104.

(10) A parking plan which conforms to the provisions of Article O, Parking, shall be submitted to the director of community development, or authorized agent for site plan review and approval in accordance with the provisions of the Land Development Administrative Manual. The exemption provisions of section 9-4-243(2) shall not apply to a dining and entertainment establishment and each establishment shall provide all required parking spaces specified under section 9-4-252 on-site or in an approved remote parking facility in accordance with section 9-4-250.

COMPLIANCE WITH 500 FOOT SEPERATION
PROPOSED ORDINANCE

NAME (Doc. # 841247) Downtown Clubs	PIN	PHYSICAL ADDRESS	CLUB TYPE	COMPLIANCE WITH 500 FOOT SEPERATION PROPOSED ORDINANCE
The Phoenix	02465	209 E 5th Street(Same Parcel)	Pre-Existing Clubs	Non-Compliant
Lucky's	02465	209 E 5th Street (Same Parcel)	Pre-Existing Clubs	Non-Compliant
Levels	07686	109 E 5th Street	Pre-Existing Clubs	Non-Compliant
Rumors (former Elbow)	12630	417 Cotanche Street	Pre-Existing Clubs	Non-Compliant
Five 19	07591	519 S. Cotanche Street	Pre-Existing Clubs	Non-Compliant
Mac's Billiards	16125	517 S. Cotanche Street	Pre-Existing Clubs	Non-Compliant
The Tank	05343	420 Cotanche St	Pre-Existing Clubs	Non-Compliant
Still Life	11036	511 S. Cotanche Street	Special Use Permit	Non-Compliant
Tavern on 4th	23601	110 E. 4th Street	Special Use Permit	Non-Compliant
Rehab Lounge	20035	218 E. 5th Street	Special Use Permit	Non-Compliant
Pantana Bob's	11031	513 S. Cotanche Street	Special Use Permit	Non-Compliant
5th St. Distillery	71721	120 E. 5th Street(Same Parcel)	Special Use Permit	Non-Compliant
Catch 22	71721	122 E. 5th Street	Special Use Permit	Non-Compliant
Pirates Den	12848	113 E. Fifth St.	Special Use Permit	Non-Compliant
The Other Place	02607	207 E. 5th Street	Special Use Permit	Non-Compliant
The Boiler Room (The Corner)	20036	220 E Fifth Street	Special Use Permit	Non-Compliant
Clubs not in Downtown				
Club Fuzion	17033	Clubs not in Downtown 1311 W. Fifth Street	Pre-Existing Clubs	2,940ft (Closest Club is Great American Mining Co.)
Club Gas (Two Step)	35573	507 N. Greene Street	Special Use Permit	3,280ft (Closest Club is Tavern on the 4th)
Faces	16501, 16472	2713 E. Tenth St.	Special Use Permit	8,620ft (Closest Club is the Boiler Room)
Live	42243	2120 E. Firetower Road (Bells Fork Square)	Special Use Permit	1,166ft (Closest Club is Tiebreakers)
City Hotel & Bistro (Club)	16261	203 SW Greenville Boulevard	Special Use Permit	4,155ft (Closest Club is Pastimes Billiards & Pub)
Great American Mining CO	01634	1008 Dickinson Avenue	Pre-Existing Clubs	2,765ft (Closest Club is Five 19)
Tie Breakers Billiards / Bar	59669	1920-B Symthwycck Drive	Special Use Permit	1,166ft (Closest Club is Live)
Player's Choice Billiards	62278	4052 S. Memorial Drive	Special Use Permit	5,162ft (Closest Club is Pastimes Billiards & Pub)
Pastimes Billiards and Pub	34297	3400 S. Memorial Drive	Pre-Existing Clubs	4,155ft (Closest Club is City Hotel & Bistro)

Survey of Nightclub & Restaurant Zoning Requirements City of Greenville, Planning Division January 31, 2008

The term “nightclub” as used in this survey includes public or private club, bar, pub, etc.

Survey conducted by Mike Dail, Zoning Administrator

Cary, NC

Percentage of food sales required to be considered a restaurant: 51% (taken from definition of nightclub/bar)

Can a restaurant charge an admittance or cover charge: Although not specified in the zoning regulations a restaurant may occasionally charge a cover provided however if a restaurant operates as a nightclub, based on activity or frequency, the establishment would be considered a nightclub regardless of the food sales percentage

Are nightclubs a permitted uses or special uses: Nightclubs are a permitted use in some commercial zoning districts and special uses in other commercial districts

Are there any additional specific requirements for nightclubs: If a nightclub has outdoor activities it must be located at least a 100 feet from any residential zoning district

Chapel Hill, NC

Percentage of food sales required to be considered a restaurant: The zoning ordinance does not specify a minimum food sales percentage

Can a restaurant charge an admittance or cover charge: Restaurants can charge a cover

Are nightclubs a permitted uses or special uses: No specific requirement for nightclubs – all nonresidential land uses are subject to either Planning Commission (site plan) approval or City Council special use permit approval, the approval method being dependent on the building size and/or amount of land disturbance and the land use intensity rating of the existing and proposed use; nonresidential developments that contain more than 20,000 sq. ft. of building floor area or involve more than 40,000 sq. ft. of land disturbance, and which involve a change in land use intensity require City Council special use permit approval

Are there any additional specific requirements for nightclubs: No additional requirements

Fayetteville, NC

Percentage of food sales required to be considered a restaurant: The zoning ordinance does not specify a minimum food sales percentage

Can a restaurant charge an admittance or cover charge: Restaurants can charge a cover

Are nightclubs a permitted use or special use: Permitted use

Are there any additional specific requirements for nightclubs: Clubs and other places of entertainment operated as commercial enterprises except clubs and places of entertainment defined under section 30-125 (Adult Establishments) shall be located 500 feet or more from daycares, schools or places of worship as measured from the exterior walls of such uses.

Garner, NC

Percentage of food sales required to be considered a restaurant: 51% (specified in the zoning regulations)

Can a restaurant charge an admittance or cover charge: Although not specified in the zoning regulations a restaurant may occasionally charge a cover provided however if a restaurant operates as a nightclub, based on activity or frequency, the establishment would be considered a nightclub regardless of the food sales percentage

Are nightclubs a permitted use or special use: Nightclubs are a permitted use in some industrial zoning districts and special use in some commercial districts

Are there any additional specific requirements for nightclubs: Nightclubs located in industrial districts (permitted use category) cannot be located within 500 feet of a residential use or residential zoning district

Jacksonville, NC

Percentage of food sales required to be considered a restaurant: 30% (specified in the zoning regulations)

Can a restaurant charge an admittance or cover charge: Restaurants cannot charge a cover

Are nightclubs a permitted use or special use: Special use

Are there any specific requirements for nightclubs: No additional requirements

Kinston, NC

Percentage of food sales required to be considered a restaurant: The zoning ordinance does not specify a minimum food sales percentage

Can a restaurant charge an admittance or cover charge: Restaurants cannot charge a cover

Are nightclubs a permitted use or special use: Nightclubs are a permitted use in some commercial zoning districts and a special uses in other commercial districts

Are there any additional specific requirements for nightclubs: Nightclubs cannot be located within 300 feet of another nightclub

Rocky Mount, NC

Percentage of food sales required to be considered a restaurant: The zoning ordinance does not specify a minimum food sales percentage

Can a restaurant charge an admittance or cover charge: Restaurants cannot charge a cover

Are nightclubs a permitted use or special use: Nightclubs are a permitted use in some commercial districts

Are there any additional specific requirements for nightclubs: No additional requirements

Washington, NC

Percentage of food sales required to be considered a restaurant: 50% (specified in the zoning regulations)

Can a restaurant charge an admittance or cover charge: Restaurants cannot charge a cover

Are nightclubs a permitted use or special use: Nightclubs are a special use in some commercial zoning districts

Are there any additional specific requirements for nightclubs: Nightclubs cannot be located within 500 feet of another nightclub

Wilmington, NC

Percentage of food sales required to be considered a restaurant: The zoning ordinance does not specify a minimum food sales percentage

Can a restaurant charge an admittance or cover charge: Although not specified in the zoning regulations a restaurant may occasionally charge a cover provided however if a restaurant operates as a nightclub, based on activity or frequency, the establishment would be considered a nightclub regardless of the food sales percentage

Are nightclubs a permitted use or special use: Nightclubs are a permitted use in some commercial zoning districts and special uses in other commercial districts

Are there any additional specific requirements for nightclubs: No additional requirements

Wilson, NC

Percentage of food sales required to be considered a restaurant: 30% (specified in the zoning regulations)

Can a restaurant charge an admittance or cover charge: Restaurants cannot charge a cover

Are nightclubs a permitted use or special use: Nightclubs are a special use in some commercial zoning districts

Are there any additional specific requirements for nightclubs: Nightclubs cannot be located within 500 feet of a residence, church or public park

Greenville, NC

Percentage of food sales required to be considered a restaurant: Greater than 50% (specified in the zoning regulations)

Can a restaurant charge an admittance or cover charge: Restaurants cannot charge a cover

Are nightclubs a permitted uses or special uses: Nightclubs are a special use some commercial zoning districts (CD, CDF, CG and CH only)

Are there any additional specific requirements for nightclubs: Yes -- see Section 9-4-86(f) below:

“(f) Public or private club.

- (1) (a) A special use permit for a public or private club is subject to revocation in accordance with the provisions of this subsection (f)(1). Nothing herein shall prohibit or restrict the authority of the board of adjustment to rescind or revoke a special use permit for a public or private club in accordance with the provisions of section 9-4-83.
- (b) An annual review shall be conducted by the director of community development or his authorized representative of a public or private club which has received a special use permit for the purpose of determining and ensuring compliance with applicable laws, codes, and ordinances including, but not limited to, noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. The findings of the director of community development or his authorized representative as a result of this annual review shall be compiled in a written staff report.
- (c) At a meeting of the board of adjustment, the director of community development or his authorized representative shall present to the board of adjustment the staff report of a public or private club for which the annual review includes a finding of one or more instances of non-compliance with applicable laws, codes, and ordinances including, but not limited to, noise regulations, litter control regulations, fire codes, building codes, nuisance and public safety regulations, and special use permit conditions of approval. The special use permit holder as specified under subsection (4) below shall be provided notice of the meeting and a copy of the staff report.
- (d) Based on the staff report, the board of adjustment, by a majority vote, may either determine that a rehearing is not required for the special use permit or order a rehearing on the special use permit. An order for a rehearing shall be based upon a determination by the board of adjustment that either (i) the use of the property is inconsistent with the approved application, (ii) the use is not in full compliance with all specific requirements set out in Title 9, Chapter 4 of the Greenville City Code, (iii) the use is not compliant with the specific criteria established for the issuance of a special use permit including conditions and specifications, health and safety, detriment to public welfare, existing uses detrimental, injury to properties or improvements, and nuisance or hazard, or (iv) the use is not compliant with any additional conditions of approval established by the board and set out in the order granting the permit. The rehearing shall be in the nature of, and in accordance with the requirements for a hearing upon a special use permit application. After the rehearing and in accordance with the provisions of section 9-4-81, the board of adjustment may grant a special use permit with conditions imposed pursuant to this subsection (f) and section 9-4-82 or deny the special use permit. The grant or denial of the special use permit by the board of adjustment after the rehearing shall constitute a revocation of the previously granted special use permit for a public or private club.
- (e) The requirements and standards set forth in this subsection (f)(1) are in addition to other available remedies and nothing herein shall prohibit the enforcement of applicable codes, ordinances and regulations as provided by law.

- (2) The owner(s) and operator(s) of a public or private club shall collect and properly dispose of all litter and debris generated by their establishment or patrons immediately following the closure of business or not later than 7:00 AM each morning following any period of operation. All litter or debris shall be collected from within the boundaries of the establishment, associated parking areas, adjacent sidewalks and public right-of-ways or other adjacent public property open to the public. In addition, the owner(s) and operator(s) of a public or private club shall comply with the provisions of Title 11, Chapter 9 of the City Code whether or not the establishment is a nightclub, bar or tavern.
- (3) In addition to subsection (2) above, the board of adjustment may establish specific and reasonable litter and trash mitigation standards or requirements.
- (4) The special use permit shall be issued to the property owner as listed on the tax records of the county. When the ownership of any property, which has a special use permit for a public or private club, is transferred to a new owner by sale or other means, the new owner shall sign and file with the office of the director of community development an acknowledgement of the rights, conditions and responsibilities of the special use permit prior to operation of the use under the permit. The acknowledgement shall be made on forms provided by the planning office.
- (5) Any public or private club that has been issued a special use permit by the board of adjustment, that is subject to mandatory annual renewal, shall continue under the terms and conditions of the issued special use permit, until the expiration of said permit. All subsequent special use permit approvals for said location shall be subject to the specific criteria set forth under this subsection (f).”

OTHER

To qualify as a restaurant, under the current State Alcoholic Beverage Control Commission (ABC) regulations, an establishment must have sales of prepared and/or packaged foods, in a ready to consume state, in excess of thirty (30) percent of the total gross receipts. For purposes of this rule alcoholic beverages and blinded non-alcohol mixers do not constitute “food”. This State ABC requirement is separate from any city/county zoning standard unless such standard is specifically adopted by the jurisdiction. Under Greenville’s zoning requirements a restaurant must have sales of prepared and/or packaged foods, in a ready to consume state, in excess of fifty (50) percent of the total gross receipts for such establishment during any month..

State Alcohol Law Enforcement (ALE) officers routinely inspect and audit restaurant establishments for compliance with State ABC requirements (i.e. 30% rule) and other matters. The frequency of such inspection is determined by ALE. The City may also request ALE inspection of establishments and review audit results to determine compliance with local zoning requirements. When the City suspects that an establishment is not in compliance with the zoning regulation (50% rule), either as a result of staff observation of reoccurring nightclub type activity or neighborhood resident complaint of such activity, ALE has, at the request of the city, conducted an inspection at the next available opportunity and provided audit result to the City.

Restaurants which sale alcoholic beverages are subject to periodic ALE inspection, at a frequency determined by ALE, and the City may review the results of any audit to determine compliance with local zoning requirements.

Below are excerpts from the Alcoholic Beverage Control Commission (ABC) website concerning audits and record keeping requirements (emphasis added) :

The ABC Commission's Audit Division through financial and inventory audits ensures that ABC permit holders comply with the ABC laws and rules. ABC permittees are required to maintain certain qualifications that are monitored through required reports and verified by routine visits to the business location. All ABC businesses are subject to being audited, however, those that possess mixed beverage permits receive the most scrutiny.

The ABC Commission rules require all mixed beverage permittees to maintain full and accurate monthly records of their finances and to submit reports on their financial and inventory on a schedule set by the Audit Division. In addition, the ABC statutes require businesses to meet certain criteria by definition. For example, Mixed Beverage Restaurants shall have gross receipts from food sales of not less than thirty percent (30%) of the business's total gross receipts. Once the application requirements are met and a retail ABC permit is issued, an ABC auditor will visit the location to discuss the ABC regulations.

Restaurants, Hotels: Record Keeping

Monthly Records. Restaurants, hotels and tour boats holding Mixed Beverages Permits shall maintain full and accurate monthly records of their finances, separately indicating each of the following:

1. Amounts expended for the purchase of spirituous liquor from ABC stores and the quantity of spirituous liquor purchased;
2. Amounts collected from the sale of mixed beverages and, by brand and container size, the quantity of spirituous liquor sold;
3. If a guest room cabinet permittee, the amounts collected from the sale of liquor from guest room cabinets, and by container size, the quantity of liquor sold from cabinets;
4. The quantity of spirituous liquor, by brand and container size, that was not sold but is no longer on the premises due to stated reasons, such as breakage or theft;
5. If a restaurant, amounts collected from the sale of
 - A. Food and non-alcoholic beverages;
 - B. Items other than food and beverages of all kinds; and
 - C. Malt beverages, unfortified wine and fortified wine;
6. If a hotel, amounts collected from:
 - A. Furnishing lodging;
 - B. Sale of meals;
 - C. Sale of malt beverages, unfortified wine and fortified wine; and
 - D. All other sources.

Segregation of Records. Records of purchases of spirituous liquor and sales of alcoholic beverages shall be filed separate and apart from all other records maintained on the premises.

Retention and Inspection of Records. Records, including original invoices related to alcoholic beverages and mixed beverages, shall be maintained on the premises for three years and shall be open for inspection or audit.

Submission of Financial records. A restaurant or hotel holding a Mixed Beverages Permit shall submit to the Commission for its review, on forms provided by the Commission, regular reports summarizing the information required to be maintained by this Rule. These reports shall be submitted on a schedule set by the Commission.



Office of the Chancellor
East Carolina University
105 Spilman Building • Greenville, NC 27858-4353
252-328-6212 office • 252-328-4155 fax
www.ecu.edu

December 9, 2009

William Lehman, Chairman
Planning and Zoning Commission
City of Greenville
P.O. Box 7207
Greenville, North Carolina 27835

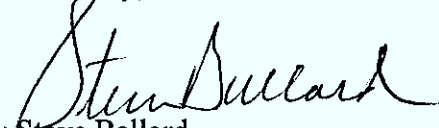
Dear Mr. Lehman:

This letter is to express the support of East Carolina University for the ordinance being considered by the Planning and Zoning Commission proposing the establishment of a minimum separation requirement for the location of public or private clubs in the City of Greenville.

East Carolina University supports the City of Greenville and Mayor Dunn in their efforts to reduce the adverse impact which is caused by the concentration of such clubs. We especially endorse your efforts to limit the negative impact that the concentration creates for law enforcement purposes. The safety of our students and the growth of our university are at stake; we must work together to enhance the face of our community.

Thank you for considering this proposal.

Sincerely,


Steve Ballard
Chancellor

pc: Merrill Flood, Community Development Director



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Ordinance requested by Edwards Community Group to amend the zoning ordinance to establish a new overlay district entitled "Urban Core (UC) Overlay" and standards applicable within the area bound by 10th Street, the CSXT Railroad, 14th Street, and Green Mill Run/ECU easement

Explanation: The purpose and intent of the urban core (UC) overlay district and requirements is to allow modification of specific site development standards of the underlying zoning district which are designed to facilitate development and redevelopment of in-fill sites in a designated area in proximity to the urban core.

An urban core (UC) overlay district is defined as an overlay zoning district adopted in conjunction with a CDF, and/or OR underlying general purpose district wherein the zoning rights, standards, restrictions and requirements as set forth for the common general purpose district shall extend to the urban core (UC) overlay district zoned area.

All urban core (UC) overlay district(s) shall be restricted to the land area located within the following boundary: south of Tenth Street, east of the CSXT Railroad, north of Fourteenth Street, west of Green Mill Run and ECU Easement (tax parcel 73545, DB 2215 – PG 597) as existing on the date of adoption of the ordinance. No urban core (UC) overlay district shall be located outside of the designated area described above. An urban core (UC) overlay district shall be established within the designated area upon City Council adoption of an individual zoning ordinance which defines the boundary of the specific urban core (UC) district located within the designated area boundary.

If the ordinance is approved, high-density residential development including standard multi-family housing and Land Use Intensity (LUI) residential development located within a future UC district may be subject to reduced street setbacks, street bufferyards, and parking space to dwelling separation setbacks at the option of the property owner as follows:

- Principal and accessory structure public street right-of-way and private street easement setbacks may be reduced at the option of the owner to not less than 5 feet.
- Applicable 6 foot and/or 10 foot street bufferyard width may be reduced at the option of the owner to not less than 5 feet regardless of lot size.
- Bufferyard width modification shall not exempt or reduce any vegetation requirement applicable to any street bufferyard, as required prior to the application of this provision. Parking space to dwelling unit separation may be reduced at the option of the owner to not less than 5 feet.

Fiscal Note: No direct cost to the City.

Recommendation: In staff’s opinion, the request is in compliance with Horizons: Greenville’s Community Plan.

The Planning and Zoning Commission recommended approval of the ordinance amendment at their January 19, 2010, meeting.

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

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

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

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

Attachments / click to download

[Designated Area for Urban Core \(UC\) Overlay](#)

[UC Urban Core Overlay District ordinance 848200](#)

[Excerpt from January 19 2010 Planning and Zoning Minutes for Edwards Community Group 854324](#)

ORDINANCE NO. 10 - ____
AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on February 11, 2010 at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

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

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

Section 1: That Title 9, Chapter 4, Article D, of the City Code, is hereby amended to include a new section 9-4-77 entitled “UC urban core overlay”, to read as follows:

“9-4-77. UC urban core overlay.

The purpose of the UC urban core overlay district is to allow modification of residential development standards of the underlying zoning district(s) which are designed to facilitate development and redevelopment of in-fill sites.”

Section 2: That Title 9, Chapter 4, Article L, of the City Code, is hereby amended to include a new section 9-4-200.1 entitled “Urban Core (UC) overlay district standards”, to read as follows:

“**Sec. 9-4-200.1 Urban Core (UC) overlay district standards.**

(a) Purpose and intent; definition; designated area.

(1) Purpose and intent. The purpose and intent of the urban core (UC) overlay district and requirements set forth under this section is to allow modification of specific site development standards of the underlying zoning district(s) which are designed to facilitate development and redevelopment of in-fill sites in the designated area specified under subsection (3) below.

(2) Definition. An urban core (UC) overlay district is defined as an overlay zoning district adopted in conjunction with a CDF, and/or OR underlying general purpose

district as listed under Article D, Part 2, Sections 9-4-62 and 9-4-67 wherein the zoning rights, standards, restrictions and requirements as set forth for the common general purpose district shall extend to the urban core (UC) overlay district zoned area in accordance with subsection (b) below.

- (3) Designated area. All urban core (UC) overlay district(s) shall be restricted to the land area located within the following boundary: south of Tenth Street, east of the CSXT Railroad, north of Fourteenth Street, west of Green Mill Run and ECU Easement (tax parcel 73545, DB 2215 – PG 597) as existing on the date of adoption of this ordinance. No urban core (UC) overlay district shall be located outside of the designated area described by this subsection. An urban core (UC) overlay district shall be established within the designated area upon City Council adoption of an individual zoning ordinance which defines the boundary of the specific urban core (UC) district located within the designated area boundary.

(b) Standards.

- (1) Initiation of a petition for an urban core (UC) overlay district zoning map amendment shall be made in accordance with section 9-4-331.
- (2) If any portion of a lot, parcel or tract is zoned as urban core (UC) overlay the entire lot, parcel or tract shall be included in the urban core (UC) overlay.
- (3) All urban core (UC) overlay districts shall be delineated upon the official zoning map as both the underlying general purpose district and UC overlay district. The general purpose district title shall be followed by “-UC” in all areas zoned urban core (UC) overlay district
- (4) The zoning rights, standards, restrictions and requirements of the underlying general purpose district shall extend to the urban core (UC) overlay district, except as provided herein.
- (5) Within any urban core (UC) overlay district multi-family development, land use intensity multi-family (LUI) development rating 50, and land use intensity dormitory (LUI) development rating 67, as listed under sections 9-4-78(f)(2)c, d, and e, shall be subject to modified standards as listed under subsection (6) below. All other standards, requirements and conditions of the underlying general purpose district not included under and modified by subsection (6) shall continue to apply.
- (6) Modified standards. The following standards specified in this subsection are hereby adopted as substitute minimum requirements within the urban core (UC) overlay district for the uses listed under subsection (5) above.
 - a. Principal and accessory structure public street right-of-way setback per section 9-4-145(b)(1) : The minimum setback may be reduced at the option of the owner to not less than 5 feet.

- b. Principal and accessory structure private street easement setback per section 9-4-145(b)(2): The minimum setback may be reduced at the option of the owner to not less than 5 feet.
- c. Principal and accessory structure public street right-of-way and private street easement setback per section 9-4-181(a): The minimum setback may be reduced at the option of the owner to not less than 5 feet.
- d. Bufferyard A per section 9-4-119(a): The applicable 6 foot and/or 10 foot bufferyard width may be reduced at the option of the owner to not less than 5 feet regardless of lot size. Bufferyard width modification shall not exempt or reduce any vegetation requirement applicable to any bufferyard A., as required prior to the application of this subsection.
- e. Parking space to dwelling structure separation per section 9-4-251(b)(9): The minimum separation requirement may be reduced at the option of the owner to not less than 5 feet.”

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

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

ADOPTED this 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

Excerpt from January 19, 2010 Planning and Zoning Commission Draft Minutes for Edwards Community Group

Text Amendments

Request by Edwards Community Group to amend the zoning ordinance to establish a new overlay district entitled “Urban Core (UC) Overlay” and standards applicable within the area bound by 10th Street, the CSXT Railroad, 14th Street, Green Mill Run and ECU easement.

Mr. Hamilton stated this is a text amendment to the zoning regulations. He said the next item on the agenda is a request to zone a specific property to this overlay zone. He said any site specific issues related to a particular piece of property should be addressed during the zoning hearing. Mr. Hamilton said the purpose and intent of the urban core (UC) overlay district and requirements is to allow modification of select site development standards of the underlying zoning district which are designed to facilitate development and redevelopment of in-fill sites in a designated area in proximity to the urban core. An urban core (UC) overlay district is defined as an overlay zoning district adopted in conjunction with a underlying general purpose district (CDF, and/or OR only) wherein the zoning rights, standards, restrictions and requirements as set forth for the common general purpose district shall extend to the urban core (UC) overlay district zoned area. All urban core (UC) overlay district(s) shall be restricted to the land area located within the following boundary: south of Tenth Street, east of the CSXT Railroad, north of Fourteenth Street and west of Green Mill Run / ECU Easement (former RR spur) as existing on the date of adoption of the ordinance. Mr. Hamilton said no urban core (UC) overlay district shall be located outside of the designated area described above. He said the majority of the area in the Urban Core is zoned Commercial. There is some OR including the East Carolina University Campus and along the river. Areas located to the east and west of Evans Street Extension from Tenth Street to Fourteenth Street are zoned CDF. Mr. Hamilton said the Comprehensive Land Use Plan Map recommends extending the CD zoning as far south as Tenth Street. He said areas to the south of Tenth Street should remain CDF or OR.

An urban core (UC) overlay district shall be established within the designated area upon City Council adoption of an individual zoning ordinance which defines the boundary of the specific urban core (UC) district. If UC overlay zoning is approved for a specific site, high-density residential development including standard multi-family housing and Land Use Intensity (LUI) residential development located on the site may be subject to the following:

- reduced street setback (25 ft. to 5 ft.)
- reduced street bufferyard (6 ft. / 10 ft. to 5 ft.)
- reduced parking space to dwelling separation setback (15 ft. to 5 ft.)

Mr. Hamilton said all reductions are at the option of the property owner. Mr. Hamilton said if this ordinance is approved and a property owner within the boundary requests the UC Overlay it would have to be reviewed by the Planning and Zoning Commission with the recommendation sent to City Council. If City Council zones a specific property to the UC designation the right-of-way setbacks, street bufferyards and the dwelling unit to parking separation setback could be reduced to not less than five feet.

Mr. Hamilton said, as an example, the First Place Properties development on the corner of First and Pitt Streets is located in the CD district, where no setbacks are required. He said any property included in the UC Overlay can take advantage of not less than a five foot right-of-way setback. All other zoning and site development requirements continue to apply.

Mr. Ramey asked if anything would be done in the Green Mill area so it wouldn't flood that area.

Mr. Hamilton said Green Mill Run includes a flood hazard area and these changes would not affect the Flood Damage Prevention ordinance requirements in any way.

Mr. Tozer asked if the developer decided to take advantage of the five foot setback how far it would be from the curb line.

Mr. Hamilton said it would depend on the street. He said in urban areas where the roads have been widened there were some locations where the right-of-way line is only a few feet behind the curve. In others, like Charles Boulevard, it may be as much as ten or fifteen feet.

Mr. Randall said there would be very few areas where they would actually be within five feet of the street or back of curb.

Mr. Tozer asked if the current urban core area was mapped out in the city.

Mr. Hamilton said Urban Core was just a reference to the general geographical location that they are speaking of.

Mr. Tozer asked what the height of the building could be within five foot of the setback.

Mr. Hamilton said the height could be thirty-five feet with a five foot setback. He said the ordinance provides that increasing the setback may allow a proportional increase in height.

Mr. Gordon asked what advantages staff saw to making this change.

Mr. Hamilton said a significant amount of multifamily development, including student housing, has been built on green sites in the periphery of the city. He said staff would encourage more pedestrian oriented residential development, specifically student housing, in close proximity to the campus. This ordinance will provide greater development flexibility often necessary to facilitate in-fill and redevelopment of previously built sites.

Mr. Randall asked if the Planning Department considered expanding the area to something other than this specific spot.

Mr. Hamilton said the areas that are anticipated to be CD in the future extend from downtown, west to the railroad track, south to Tenth Street and CD zoning already allows zero setbacks. The proposed designated area is the only remaining multi-family zoned area adjacent to the downtown.

Mr. Bell asked about the parking.

Mr. Hamilton said parking would be required on-site.

Steve Simonetti, Vice President of Land Acquisition and Development for Edwards Communities Development Company, spoke on behalf of the applicant. He said they do all of their own construction, labor and management. He said they do not build to sell, but to own and operate their developments.

Mr. Ramey asked if they were still managing all of their developments.

Mr. Simonetti said they had only sold one of their student housing projects. He said the project was not for sale but Mr. Edwards was made an offer he couldn't refuse.

Mr. Ramey said he wondered if they were going to build and then sell.

Mr. Simonetti said they planned to build, own and operate this long term, just as they have all their other locations.

Mr. Holec reminded the board that they could not rely upon any information regarding the development of the property. He said development can occur as long as it complies with the ordinance requirements.

Mr. Matthew Shulman spoke in opposition to the request. He said he wasn't sure yet if he was for or against the amendment, but he had some questions that he would like to have answered. He said it was his understanding that the sole issue of this amendment was whether or not to waive certain setback requirements. He asked the planning staff to address the pluses and minuses of the waiver of setbacks. He said appreciated all information given by the planning department. He said this was powered by select site development, not a result of the planning departments continuing review process as to what is best for the city.

Mr. Simonetti spoke in favor in rebuttal to Mr. Shulman's comments. He said the main benefit of what they were doing was recognizing that the lot sizes are smaller. In order to be able to take what is there and improve upon it, you need to be able to take advantage of the density that has been approved for that and locate the buildings and accommodate the parking so that you can meet all of the city's requirements.

Ms. Camilla Davis spoke in opposition to the request. She stated she wasn't really opposed to the whole project but wasn't sure why the city would change the rules for one developer and for one project.

Mr. Hamilton said the ordinance applies to potentially several different projects, not just the area the applicant has interests in. He said it was much easier for people to build in remote areas on green sites. He said in the urban core area there were a lot of constraints on properties and few large tracts available. Reducing the setbacks was not drastically different than the CD district. Staff encourages redevelopment in the center city and downtown area.

Mr. Gordon asked how this amendment came about.

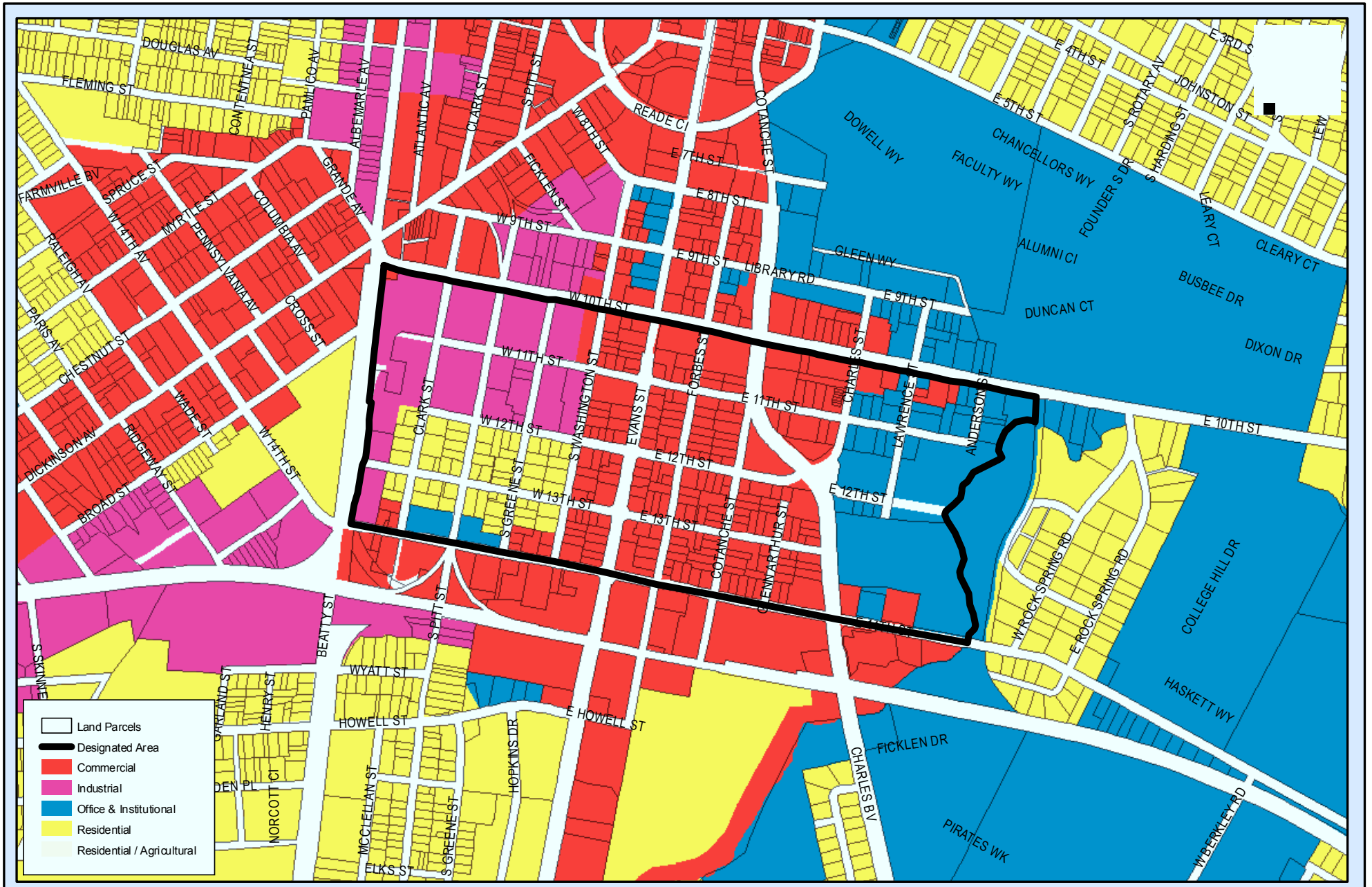
Mr. Hamilton said the applicant approached the city about redevelopment in the area and identified the required street setbacks as an issue.

Mr. Shulman spoke in opposition in rebuttal. He said it seemed the setback regulations were somehow linked to height regulations. He said he understood heights could increase as you increase the setback and wanted to call that to the attention of the commission.

With no further comment, Mr. Lehman closed the public hearing and called for board discussion.

Mr. Bell said he saw a lot of advantages to allowing the UC Overlay.

Motion was made by Mr. Randall, seconded by Mr. Thomas to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Mr. Tozer and Ms. Basnight voted in opposition, all others voted in favor. Motion passes.





City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Ordinance requested by Edwards Communities Development Company to rezone 16.14 acres located along the eastern right-of-way of Charles Boulevard, between 10th and 14th Streets, and west of Rock Spring Subdivision from OR (Office-Residential) to OR-UC (Office-Residential) with a UC (urban core) overlay

Explanation:

Required Notices:

Planning and Zoning meeting notice (adjoining property owner letters) mailed on January 4, 2010.

On-site sign(s) posted on January 4, 2010.

City Council public hearing notice (adjoining property owner letters) mailed on January 26, 2010.

Public hearing legal advertisement published on February 1 and 8, 2020.

Comprehensive Plan:

The subject property is located in Vision Area I.

Charles Boulevard is a "gateway corridor" from its beginning at East 10th Street and continuing south. Gateway corridors serve as primary entrance ways into the City and help define community character. These corridors are also designed to carry large volumes of high-speed traffic. East 10th Street, between Memorial Drive and Greenville Boulevard, is considered a "connector corridor".

Connector corridors are anticipated to contain a variety of higher intensive uses.

The Future Land Use Plan Map recommends commercial (C) at the northeast corner of the intersection of Charles Boulevard and East 14th Street with office/institutional/multi-family (OIMF) in the interior areas. Further, the Future Land Use Plan Map recommends conservation/open space (COS) along Green Mill Run, which is the eastern boundary of Tract 1.

The Future Land Use Map identifies certain areas for conservation/open space uses. The map is not meant to be dimensionally specific, and may not

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

There is an intermediate focus area located at the intersection of Charles Boulevard and 14th Street. Intermediate focus areas generally contain between 50,000-150,000 square feet of conditioned floor space.

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

There is no increase in the allowable densities with the proposed zoning overlay; therefore, a traffic report was not generated.

During the review process, measures to mitigate the traffic will be determined. These measures may include constructing a turn lane into the development on Charles Boulevard and may require traffic signal modifications at the signalized intersections of East 14th Street/ Charles Boulevard and East 10th Street/Charles Boulevard. Prior to development approval, a Traffic Impact Study and analysis will be required to assess the impacts. Access to Charles Boulevard will be assessed. It is not likely access to East 14th Street will be permitted due to the location of the floodway for Green Mill Run.

History/Background:

The subject tracts were zoned O&I (office-multi-family) on the 1969 series zoning map.

Present Land Use:

Currently, the property contains Green Mill Run Apartments, King's Arms Apartments, the Masonic Lodge and four (4) single-family residences.

Water/Sewer:

Water is located along Charles Boulevard. Sanitary sewer is located on-site.

Historic Sites:

There is no known effect on historic sites

Environmental Conditions/Constraints:

The eastern boundary of Tract 1 is impacted by the flood hazard area of Green Mill Run. This environmentally sensitive area contains a floodway, 100- and 500- year floodplains. Furthermore, this area is part of the City's (adopted) proposed greenway system. Tar-Pamlico water quality stream buffers also apply

along the associated watercourse.

Surrounding Land Uses and Zoning:

North: OR - Three (3) greek housing facilities, two (2) apartment complexes (total of 14

units), one (1) single-family residence, Real Crisis Center; CDF - East Coast Music

South: CN - Convenience store, car wash, and an ECU facility and parking lot; OR - Two

(2) ECU facilities
East: OR - State of NC property (wooded)

West: CDF - Convenience store/bus station, one (1) office building, one (1) duplex

building, two (2) single-family residences and an ECU facility; CN - one (1) duplex

building and one (1) single-family residence; OR - Dominos Pizza

Density Estimates:

Both the existing and proposed zoning allow the same maximum number of units (up to 17 multi-family units per acre). The UC (urban core) overlay does not affect the density.

* Please see attached Urban Core Explanation.

Staff would anticipate the subject tracts to be cleared of the current structures and re-developed. Staff would anticipate the subject tracts to yield 200-240 multi-family units (1, 2, and 3 bedrooms). At maximum density, the subject tracts could yield 265-275 multi-family units (1, 2, and 3 bedrooms).

Fiscal Note:

No cost to the City.

Recommendation:

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

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

The Planning and Zoning Commission, at their January 19, 2010 meeting, voted approve the request.

Note: In addition to other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the

existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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

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

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

Attachments / click to download

[Location Map](#)

[Survey](#)

[Bufferyard and Residential Charts](#)

[Ordinance Edwards Communities Development 854321](#)

[Excerpt from January 19 2010 Planning and Zoning Minutes for Edwards Communities Development 854382](#)

[List of Uses OR to CG 687929](#)

[Urban Core ordinance explanation 853325](#)

ORDINANCE NO. 10-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on February 11, 2010, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

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

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

Section 1. That the following described territory is rezoned from OR (Office-Residential) to OR-UC (Office-Residential) with an Urban Core Overlay.

TO WIT: Cheyenne Court, Incorporated, Robert T. and Lucy G. Montaquila, Morris and Staci Moye, Jr., Eric Maertz, Green Mill Run, LLC and Raymond Wardell Edwards Properties, Tract 1.

LOCATION: Located along the eastern right-of-way of Charles Boulevard, the northern right-of-way of East 14th street, south of East 10th Street and along Green Mill Run.

DESCRIPTION:

All that certain tract or parcel of land lying and being situated in the City of Greenville, Greenville Township, Pitt County, North Carolina and being described by metes and bounds as follows:

Beginning at a point where Lawrence Street right-of-way terminates in the line of Cheyenne Court, Inc., recorded in Deed Book 2656, Page 113, said point being the southwestern property corner of Green Mill Run, LLC recorded in Deed Book 1650, Page 820, Page 824, and Page 828; thence from the **POINT OF BEGINNING** with westerly line of Green Mill Run, LLC which is

common to the easterly right-of-way of Lawrence Street N 10°24'14" E, 359.53 feet to a point, the southwestern property corner of William S. Corbitt, Jr. Etal property, recorded in Deed Book 900, Page 809, thence cornering and leaving the easterly right-of-way of Lawrence Street with the southern line of Corbitt S 78°40'51" E, 75.32 feet to a point, the southeastern property corner of Corbitt, thence cornering with the eastern line of Corbitt N 10°55'28" E, 145.18 feet to a point, in the southerly right-of-way of Eleventh Street, the northeastern property corner of Corbitt, a common corner of Green Mill Run, LLC., recorded in Deed Book 1650, Page 820, Page 824, and Page 828, thence cornering with the northern and western line of Green Mill Run, LLC., two (2) calls, (1) S 78°38'27" E, 351.38 feet to a point marking the intersection of the southerly right-of-way of Eleventh Street and easterly right-of-way of Anderson Street, (2) N 10°12'23 " E, 71.10 feet to a point, the Southwestern property corner of Raymond W. Edwards property, recorded in Deed Book H46, Page 397, thence continuing with the western line of Edwards which is common to the easterly right-of-way of Anderson Street N 11°02'26" E, 150.70 feet to a point, the southwestern property corner of Theta PI of Kappa Sigma Alumni Association property recorded in Deed Book A 37, Page 21; thence cornering and leaving the easterly right-of-way of Anderson Street with the southern line of Theta PI of Kappa Sigma Alumni Association property S 78°57'34" E, 150.00 feet to a point in the western line of Brody Properties, LLC recorded in Deed Book 1097, Page 77; thence cornering with the western line Brody Properties, LLC S 11°02'26" W, 141.78 feet more or less to a point in the center of Green Mill Run, marking with westerly property line of the State of North Carolina Property recorded in Deed Book 2215, Page 600; thence continuing with the westerly line of the State of North Carolina or the center line of Green Mill Run more or less the next forty (40) calls, (1) S 22°29'09" W, 33.62 feet to a point, (2) S 02°53'45" W, 23.52 feet to a point, (3) S 34°54'04" E, 20.22 feet to a point, (4) S 27°04'19" E, 25.11 feet to a point, (5) S 24°45'17" W, 15.17 feet to a point, (6) S 74°36'50" W, 18.93 feet to a point, (7) S 71°19'35" W, 23.21 feet to a point, (8) S 62°29'22" W, 58.78 feet to a point, (9) S 64°24'11" W, 53.06 feet to a point, (10) S 59°20'55" W, 31.57 feet to a point, (11) S 20°06'28" W, 16.77 feet to a point, (12) S 42°51'45" W, 47.47 feet to a point, (13) S 49°26'15" W, 31.41 feet to a point, (14) S 30°31'52" W, 23.93 feet to a point, (15) S 06°52'44" E, 20.28 feet to a point, (16) S 02°03'05" E, 23.77 feet to a point, (17) S 32°41'12" W, 12.97 feet to a point, (18) S 43°44'55" W, 61.74 feet to a point, (19) S 62°46'47" W, 30.10 feet to a point, (20) S 41°35'47" W, 31.67 feet to a point, (21) S 09°52'56" W, 25.95 feet to a point, (22) S 19°45'49" E, 38.60 feet to a point, (23) S 33°00'18" E, 39.33 feet to a point, (24) S 32°24'56" E, 45.88 feet to a point, (25) S 14°34'21" E, 57.53 feet to a point, (26) S 28°47'03" E, 50.95 feet to a point, (27) S 15°28'34" E, 23.78 feet to a point, (28) S 09°22'33" E, 34.99 feet to a point, (29) S 08°06'27" W, 26.94 feet to a point, (30) S 56°57'19" W, 15.44 feet to a point, (31) S 10°15'54" W, 43.38 feet to a point, (32) S 13°15'50" E, 33.15 feet to point, (33) S 17°18'59" E, 47.20 feet to a point, (34) S 38°30'17" E, 32.12 feet to a point, (35) S 24°31'53" E, 32.71 feet to a point, (36) S 00°58'55" E, 65.47 feet to a point, (37) S 19°37'40" E, 63.65 feet to a point, (38) S 11°25'04" E, 67.29 feet to a point, (39) S 18°46'26" W, 22.62 feet to a point, (40) S 41°25'43" W, 68.16 feet to a point, the southwesterly corner of the State of North Carolina property located in the northerly right-of-way of Fourteenth Street; thence cornering and running with the with the northerly right-of-way of Fourteenth Street N 79°25'25" W, 334.03 feet to a point, the eastern line of the Albert Earl Edmundson property, recorded in Deed Book 897, Page 379, thence cornering with and leaving the northerly right-of-way of Fourteenth Street (N.C.S.R. 1703) with the eastern line of Edmundson N 10°35'47" E, 195.00 feet to a point, thence cornering with the northern line of Edmundson N 79°24'13" W, 200.00 feet to a point, a common corner of State of North Carolina

property, recorded in Deed Book 951, Page 340, thence Continuing along the northern line of State of North Carolina N 85°06'51" W, 150.75 feet to a point, a common corner of Jernigan Properties, Inc., recorded in Deed Book 2202, Page 723, thence continuing along the northern line of Jernigan N 81°59'13" W, 138.08 feet to a point in the eastern right-of-way of Charles Boulevard (N.C.S.R. 1707); thence cornering with the eastern line of Charles Boulevard (N.C.S.R. 1707) two (2) calls, (1) N 03°02'43" W, 415.55 feet to a point, (2) N 02°19'43" W, 41.81 feet to a point; thence cornering and leaving with easterly right-of-way of Charles Boulevard S 79°17'12" E, 111.10 feet to a point, the southeasterly corner of Robert D. Parrott, Trustee property recorded in Deed Book 1359, Page 266; thence coming and running with the easterly line of Parrott N 10°35'32" E, 75.94 feet to a point in the southerly right-of-way of Twelfth Street; thence cornering and running with the southerly right-of-way of Twelfth Street S 79°32'16" E, 184.80 feet to a point, a point of intersection of the southerly right-of-way of Twelfth Street and the westerly right-of-way of Lawrence Street; thence cornering with the westerly right-of-way of Lawrence Street S 10°27'44" W, 75.00 feet to a point located in the northerly line of Cheyenne Court, Inc., recorded in Deed Book 2656, Page 113; thence cornering with the southerly terminus of Lawrence Street and the northern property line of Cheyenne Court, Inc. S 81°01'09" E, 50.02 feet to a point to the **POINT OF BEGINNING**, containing 14.51 acres more or less and being that property owned by Green Mill Run, LLC recorded in Deed Book 1650, Page 820, Page 824 and Page 828, further identified as Pitt County Parcel Number 32776, that property owned by Cheyenne Court, Inc. recorded in Deed Book 2656, Page 113 further identified as Pitt County Parcel Number 01661, that property owned by Eric Maertz recorded in Deed Book 2592, Page 683 further identified as Pitt County Parcel Number 01428, that property owned by Morris Moye, Jr. and wife, Staci Moye recorded in Deed Book 2182, Page 863 further identified as Pitt County Parcel Number 19730, that property owned by Robert Thomas Montaquila and wife, Lucy G. Montaquila recorded in Deed Book 596, Page 203 further identified as Pitt County Parcel Number 24471, and that property owned by Raymond W. Edwards recorded in Deed Book H 46, Page 397 further identified as Pitt County Parcel Numbers 06790 & 06791, all being shown on a Rezoning Map prepared for Cheyenne Court, Inc., Etal. by Rivers and Associates, Inc, drawing Z-2521, dated December 14th 2009, which by reference is made a part hereof.

Section 2. That the following described territory is rezoned from OR (Office-Residential) to OR-UC (Office-Residential) with an Urban Core Overlay.

TO WIT: Masonic Lodge Property, Tract 2.

LOCATION: Located at the northwest corner of the intersection of East 12th Street and Lawrence Street.

DESCRIPTION:

All that certain tract or parcel of land lying and being situated in the City of Greenville, Greenville Township, Pitt County, North Carolina and being described by metes and bounds as follows:

Beginning at a point where the westerly right-of-way of Lawrence Street intersects with the northerly right-of-way of Twelfth Street; thence from the **POINT OF BEGINNING** with the northerly right-of-way of Twelfth Street N 79°32'16" W, 293.00 feet to a point; thence running with a sight distance triangle N 34°09'43" W, 21.34 feet to a point in the easterly right-of-way Charles Street; thence cornering and running with the easterly right-of-way of Charles Street N 10°29'49" E, 210.00 feet to a point, the southwesterly corner of the Gamma Rho Housing Corp. recorded in Deed Book 270, Page 578; thence cornering and running with the southerly line of Gamma Rho Housing Corp. and Alpha Xi Delta Building Corp. recorded in Deed Book C 35, Page 701 S 79°32'16" E, 308.00 feet to the southeasterly corner of the Alpha Xi Delta Building Corp, said point being located in the westerly right-of-way of Lawrence Street; thence cornering with the westerly right-of-way of Lawrence S 10°27'44" W, 225.00 feet to a point to the **POINT OF BEGINNING**, containing 1.63 acres more or less and being that property owned by the Masonic Lodge and identified as Pitt County Parcel Number 29048 all being shown on a Rezoning Map prepared for Cheyenne Court, Inc., Etal. by Rivers and Associates, Inc, drawing Z-2521, dated December 14th 2009, which by reference is made a part hereof.

Section 3. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 4. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall become effective upon its adoption.

ADOPTED this 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

Excerpt from the draft Planning and Zoning Commission meeting minutes (1/19/10)

Ordinance requested by Edwards Communities Development Company to rezone 16.14 acres located along the eastern right-of-way of Charles Boulevard, between 10th and 14th Streets, and west of Rock Spring Subdivision from OR (Office-Residential) to OR-UC (Office Residential) with an Urban Core overlay.

Ms. Chantae Gooby said this rezoning request was to add an Urban Core Overlay to the existing zoning. She stated the overlay reduced setbacks, but does not affect the density. The property is centrally located in the city along Charles Boulevard, between 10th and 14th Streets, west of Rock Springs Subdivision. Currently, the subject property contains King's Arms Apartments, Green Mill Run Apartments, the Masonic Lodge and four single-family homes. Ms. Gooby said the area contains a variety of uses. There is a commercial node at the intersection of Charles Boulevard and 14th Street. No traffic report was generated because the overlay does not affect the density. Ms. Gooby said staff anticipates the site would be cleared of the current buildings and redeveloped. The Future Land Use Plan Map recommends commercial at the northeast corner of the intersection of Charles Boulevard and East 14th Street with office/institutional/multi-family (OIMF) in the interior areas. The Future Land Use Plan Map also recommends conservation/open space (COS) along Green Mill Run. In staff's opinion, this request is in compliance with Horizon's: Greenville's Community Plan and the Future Land Use Plan Map.

Mr. Randall asked if any development could occur within the floodway.

Mr. Gooby said it could not.

Mr. Gordon asked where the current apartments were located in regards to the floodplain area.

Ms. Gooby said King's Arms apartments are located out of the floodplain; however, a portion Green Mill Run Apartments is located in the 100-year floodplain.

Durk Tyson, Rivers & Associates, spoke on behalf of the applicant. He said if there were portions in the floodplain that are to be redeveloped; they would be redeveloped under the new standards.

Mr. Ramey asked why the Masonic Lodge was included.

Mr. Tyson explained that not all of the properties in the request were under contract with Edwards Communities. He said they had all been contacted by the applicant to see if they were interested in selling. The Masonic Lodge allowed their property to be included in the rezoning, but may not sell the property to the applicant. However, the Masonic Lodge saw the advantage in having the overlay applied to their property.

Mr. George Hamilton spoke in opposition to the request. He said there were a lot of good features to the plan but had specific concern with properties being placed in the floodway and floodplain. He said that would have a very adverse effect on Green Mill Run. He asked to what height they could go to the floodway.

Mr. Tim Corley, City of Greenville Engineer, said the floodway could not be touched. He said there were certain permits to develop in the floodplain but added they were very difficult to get. He said he did not foresee them getting anything that would allow them to develop within that area. Any development in the 100-year floodplain would be required to meet the city's Flood Damage Prevention Ordinance.

Mr. George Hamilton asked how far the 100-year floodplain extended back from the floodway.

Mr. Corley said he could not tell him that by looking at the map. He said it reached to almost the entire width of the property at its center.

Mr. George Hamilton said his biggest concern was continually filling the floodplain; therefore compromising its ability to absorb water.

Mr. Corley said they would still have to provide information to the Engineering Department showing that the floodplain is not being affected.

Mr. Thomas said they would actually be reducing the impacts.

Mr. Corley said that was correct.

Mr. George Hamilton asked about the height of the building.

Mr. Harry Hamilton said the maximum height was 35 feet, but it could be increased if you increased the setback.

Mr. James Robbins spoke in opposition to the request. He asked if the floodplain could be clear cut. He said there were wild animals there and felt the area was an asset to the city. He said he was concerned that the area would be destroyed as part of the development.

Mr. Corley said there was a riparian buffer on the property which is a state regulated area 50' on either side of the stream. He said the first 30' could not be touched at all and only certain things were allowed in the remaining 20', such as a greenway.

Mr. Robbins said he would like to be a good neighbor and hoped the representative from Edwards would meet with the neighborhood and get some input.

With no further comments, Mr. Lehman closed the public hearing and called for board discussion.

Mr. Ramey said he was concerned about the Masonic Lodge.

Mr. Parker said he believed the Lodge was contacted and agreed to be included.

Mr. Ramey said he still had concerns with them selling it.

Motion was made by Mr. Bell, seconded by Mr. Randall to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Mr. Tozer, Ms. Basnight and Mr. Ramey voted in opposition to the request. Mr. Thomas, Ms. Rich, Mr. Bell, Mr. Gordon and Mr. Randall voted in favor. Motion passed.

PERMITTED AND SPECIAL USES FOR THE OR DISTRICT

OR (Office-Residential)

Permitted Uses

(1) General:

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

(2) Residential:

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

(3) Home Occupations (see all categories):

*None

(4) Governmental:

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

(5) Agricultural/ Mining:

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

(6) Recreational/ Entertainment:

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

(7) Office/ Financial/ Medical:

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

(8) Services:

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

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

(9) Repair:

* None

(10) Retail Trade:

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

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

* None

(12) Construction:

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

(13) Transportation:

* None

(14) Manufacturing/ Warehousing:

* None

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

* None

OR (Office-Residential)

Special Uses

(1) General:

* None

(2) Residential:

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

(3) Home Occupations (see all categories):

* None

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

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

(7) Office/ Financial/ Medical:

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

(8) Services:

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

(9) Repair:

- * None

(10) Retail Trade:

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

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

- * None

(12) Construction:

- * None

(13) Transportation:

- h. Parking lot or structure; principle use

(14) Manufacturing/ Warehousing:

- * None

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

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

Urban Core Overlay District

The purpose and intent of the urban core (UC) overlay district and requirements is to allow modification of specific site development standards of the underlying zoning district which are designed to facilitate development and redevelopment of in-fill sites in a designated area in proximity to the urban core.

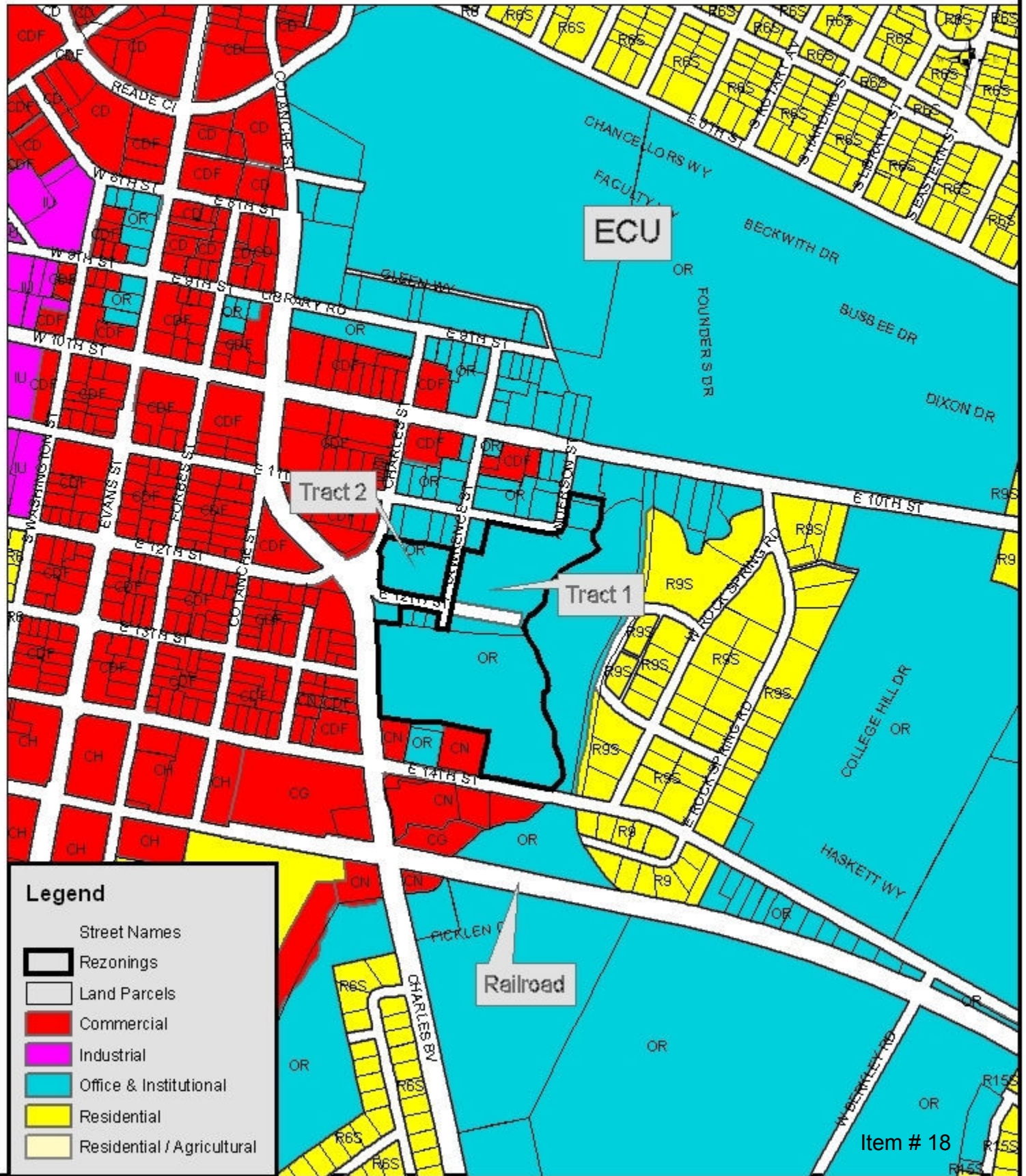
An urban core (UC) overlay district is defined as an overlay zoning district adopted in conjunction with a CDF, and/or OR underlying general purpose district wherein the zoning rights, standards, restrictions and requirements as set forth for the common general purpose district shall extend to the urban core (UC) overlay district zoned area.

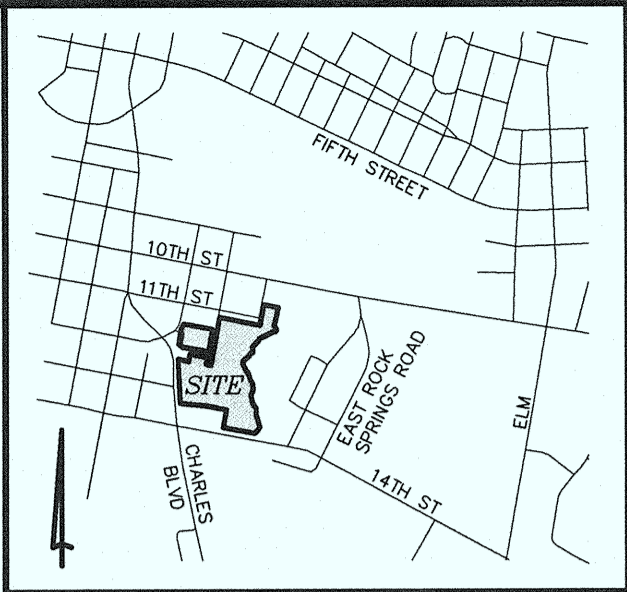
All urban core (UC) overlay district(s) shall be restricted to the land area located within the following boundary: south of Tenth Street, east of the Norfolk Southern Railroad, north of Fourteenth Street and west of Green Mill Run as existing on the date of adoption of the ordinance. No urban core (UC) overlay district shall be located outside of the designated area described above. An urban core (UC) overlay district shall be established within the designated area upon City Council adoption of an individual zoning ordinance which defines the boundary of the specific urban core (UC) district located within the designated area boundary.

If the ordinance is approved, high-density residential development including standard multi-family housing and Land Use Intensity (LUI) residential development located within a future UC district may be subject to reduced street setbacks, street bufferyards and parking space to dwelling separation setbacks at the option of the property owner as follows:

- Principal and accessory structure public street right-of-way and private street easement setbacks may be reduced at the option of the owner to not less than 5 feet.
- Applicable 6 foot and/or 10 foot street bufferyard width may be reduced at the option of the owner to not less than 5 feet regardless of lot size. Bufferyard width modification shall not exempt or reduce any vegetation requirement applicable to any street bufferyard, as required prior to the application of this provision.
- Parking space to dwelling unit separation may be reduced at the option of the owner to not less than 5 feet.

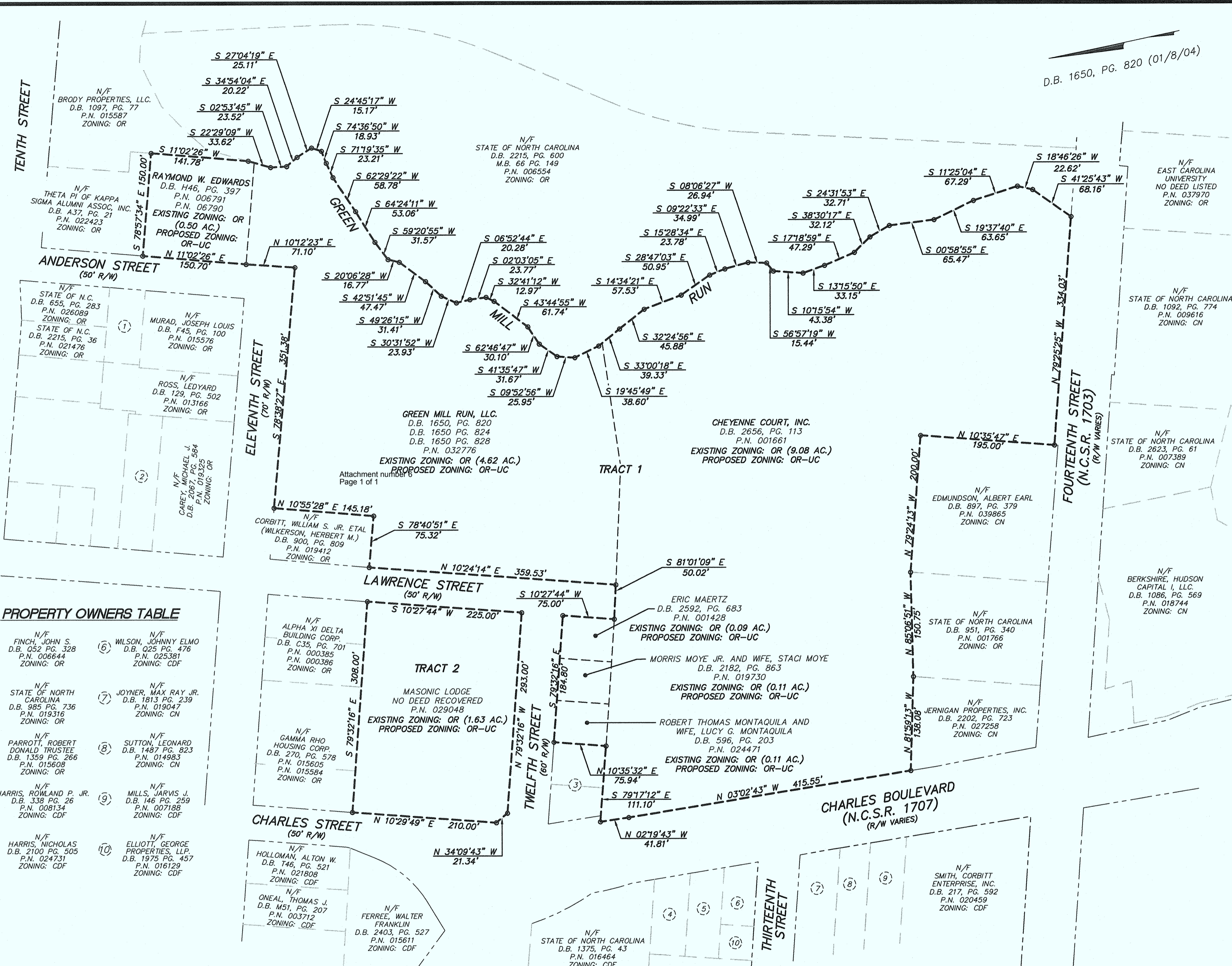
Edwards Communities Development Company
From: OR to OR-UC
16.14 acres
January 4, 2010





Vicinity Map
SCALE: 1" = 2000'

D.B. 1650, PG. 820 (01/8/04)



PROPERTY OWNERS TABLE

① N/F FINCH, JOHN S. D.B. 052 PG. 328 P.N. 006644 ZONING: OR	⑥ N/F WILSON, JOHNNY ELMO D.B. 025 PG. 476 P.N. 025381 ZONING: CDF
② N/F STATE OF NORTH CAROLINA D.B. 985 PG. 736 P.N. 019316 ZONING: OR	⑦ N/F JOYNER, MAX RAY JR. D.B. 1813 PG. 239 P.N. 019047 ZONING: CN
③ N/F PARROTT, ROBERT DONALD TRUSTEE D.B. 1359 PG. 266 P.N. 015608 ZONING: OR	⑧ N/F SUTTON, LEONARD D.B. 1487 PG. 823 P.N. 014983 ZONING: CN
④ N/F HARRIS, ROWLAND P. JR. D.B. 338 PG. 26 P.N. 008134 ZONING: CDF	⑨ N/F MILLS, JARVIS J. D.B. 146 PG. 259 P.N. 007188 ZONING: CDF
⑤ N/F HARRIS, NICHOLAS D.B. 2100 PG. 505 P.N. 024731 ZONING: CDF	⑩ N/F ELLIOTT, GEORGE PROPERTIES, LLP D.B. 1975 PG. 457 P.N. 016129 ZONING: CDF

TRACT 2
MASONIC LODGE
NO DEED RECOVERED
P.N. 029048
EXISTING ZONING: OR (1.63 AC.)
PROPOSED ZONING: OR-UC

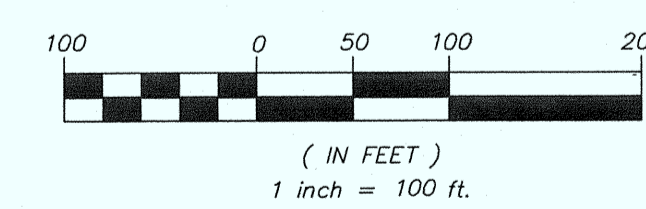
TRACT 1
EXISTING ZONING: OR (4.62 AC.)
PROPOSED ZONING: OR-UC

LEGEND

P.N.	PARCEL NUMBER
N/F	NOW OR FORMERLY
M.B.	MAP BOOK
PG.	PAGE
D.B.	DEED BOOK

REZONING AREA SUMMARY

EXISTING OR ZONING	16.14 ACRES
PROPOSED OR-UC ZONING	16.14 ACRES



NOTES

- AREA DETERMINED BY COORDINATES.
- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
- NO POINT SET AT ANY CORNER UNLESS OTHERWISE NOTED.
- THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
- EXISTING ZONING WAS TAKEN FROM THE CITY OF GREENVILLE SPATIAL DATA EXPLORER WEB SITE.
- BOUNDARY INFORMATION TAKEN FROM DEEDS AND MAPS REFERENCED HEREON; NO FIELD WORK WAS PERFORMED FOR THIS MAP.
- ADJOINING OWNERSHIP INFORMATION TAKEN FROM THE PITT COUNTY GIS SITE. TITLE DEED INFORMATION HAS NOT BEEN VERIFIED.

REFERENCES

- D.B. 2656 PG. 113
- 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

NORTH CAROLINA
PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM DEEDS AND MAPS AS REFERENCED HEREON; 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; I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(d) AS TO THE FOLLOWING; THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 14TH DAY OF DECEMBER, 2009.

Patrick W. Hartman
PROFESSIONAL LAND SURVEYOR REGISTRATION NO. L-4262

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL
L-4262
PATRICK W. HARTMAN
DATE 12/14/09

SURVEY	DRAFT	AAS
DESIGN	CHECK	PWH

Rivers & Associates, Inc.
Engineers Planners Surveyors
N.C. LIC. NO. F-0334
107 East Second Street Greenville, NC 27858 (252) 752-4135
6131 Falls of Neuse Road, Suite 300 Raleigh, NC 27609 (919) 848-3347

REZONING MAP FOR EDWARDS COMMUNITIES DEVELOPMENT COMPANY
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SCALE	1" = 100'	DRAWING NO.	Z-2521	SHEET	1 OF 1
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04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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

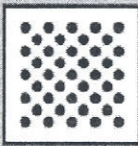
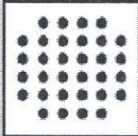
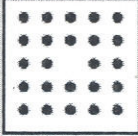
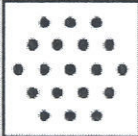
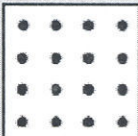
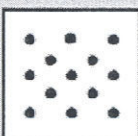
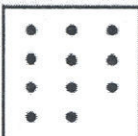
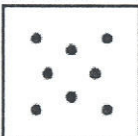
Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons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

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Ordinance requested by Thomas F. Taft, Sr., Manager/Partner for Atlantic Avenue Holding Co., LLC to rezone 6.34 acres located along Atlantic Avenue between Dickinson Avenue and Bonners Lane from CDF (Downtown Commercial Fringe) and IU (Unoffensive Industry) to CD (Downtown Commercial)

Explanation:

Required Notices:

Planning and Zoning meeting notice (owner and adjoining property owners letters) mailed on January 4, 2010.

On-site sign(s) posted on January 4, 2010.

City Council public hearing notice (owner and adjoining property owners letters) mailed on January 26, 2010.

Public hearing legal advertisement published on February 1 and 8, 2010.

Comprehensive Plan:

The subject property is located in Vision Area G.

Dickinson Avenue is considered a "connector corridor" from Reade Circle to Arlington Boulevard. These roads are designed to carry high volumes of traffic through and across the city.

The subject tracts are located in the designated regional focus area described as the central business district.

The Future Land Use Plan Map recommends commercial in the central business district.

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

Based on the possible uses permitted by the requested rezoning category, the

proposed category could generate 2,082 trips to and from the site on Dickinson Avenue, which is a net increase of 1,468 additional trips per day.

During the review process, measures to mitigate traffic analysis impacts will be determined. These measures may include modifications on Dickinson Avenue at its intersection with Atlantic Avenue and may require traffic signal modifications at the Dickinson Avenue/East 10th Street and Dickinson Avenue/Reade Circle signalized intersections. Prior to development approval, a Traffic Impact Study and analysis will be required to assess the impacts. Access to the tracts from Dickinson Avenue will be reviewed.

History/Background:

The subject tracts were zoned CDF and IU on the 1969 series zoning map.

Present Land Use:

Currently, the property contains the remnants of the Imperial Tobacco Warehouse, which was damaged by fire.

Water/Sewer:

Water and sanitary sewer are located in the right-of-way of Atlantic Avenue.

Historic Sites:

The subject tracts contain remnants of the Imperial Tobacco Warehouse that was destroyed by fire. Due to the extensive damage, most of the warehouse has already been removed.

Environmental Conditions/Constraints:

There are no known environmental constraints.

Surrounding Land Uses and Zoning:

North: CD - Nathaniel Village Apartments (48 multi-family units); IU - Warehouse; CDF - Vacant lot

South: CDF - Five (5) commercial buildings and a barber shop

East: IU - Six (6) vacant lots, three (3) single-family residences, one (1) duplex building, two (2) warehouses, one (1) office building, and one (1) commercial building

West: IU - Three (3) warehouses, former Roxy Theatre, two (2) vacant lots, and the Seaboard and Coastline Railroad

Density Estimates:

Tract 1

Total Acreage: 2.46 acres

Current Zoning: 1.77 acres - CDF

0.69 acres - IU
Requested Zoning: 2.46 acres - CD

Under the current zoning (CDF), the site could yield 30 multi-family units (1, 2 and 3 bedrooms). There is no residential option under the IU zoning district.

Under the proposed zoning (CD), the site could yield 60 multi-family units (1, 2 and 3 bedrooms). At maximum density, the site could yield 120 multi-family units (1, 2 and 3 bedrooms) based on similar site comparison of First Street Apartments.

Tract 2

Total Acreage: 3.88 acres
Current Zoning: 2.77 acres - CDF
1.11 acres - IU
Requested Zoning: 3.88 acres - CD

Under the current zoning (CDF), the site could accommodate 47 multi-family units (1, 2 and 3 bedrooms). There is no residential option under the IU zoning district.

Under the proposed zoning (CD), the site could yield 97 multi-family units (1, 2 and 3 bedrooms). At maximum density, the site could yield 194 multi-family units (1, 2 and 3 bedrooms) based on similar site comparison of First Street Apartments.

The anticipated build-out time is 1-2 years.

Additional Comments:

In recent years, many of the properties in the central business district have been rezoned to the CD district.

The CD district allows zero (0) lot line building construction and no vegetation requirements. Non-residential uses are exempt from parking requirements. The CD district allows commercial and residential uses.

Fiscal Note: No cost to the City.

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

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

public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission, at their January 19, 2010 meeting, voted to approve the request.

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

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

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

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

Attachments / click to download

- [📎 Location Map](#)
- [📎 Survey](#)
- [📎 Bufferyard and Residential Charts](#)
- [📎 Ordinance for Thomas Taft 854316](#)
- [📎 Rezoning Case 09 10 Thomas Taft Sr Atlantic Ave Holding 852169](#)
- [📎 Excerpt from January 19 2010 Planning and Zoning Minutes for Thomas F. Taft Sr. 854402](#)
- [📎 List of Uses CDF and IU to CD 719111](#)

ORDINANCE NO. 10-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on February 11, 2010, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

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

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

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

Section 1. That the following described territory is rezoned from CDF (Downtown Commercial Fringe) and IU (Unoffensive Industry) to CD (Downtown Commercial).

TO WIT: Earl C. Wilson Property, Tract 1.

LOCATION: Located along the western right-of-way of Atlantic Avenue between Dickinson Avenue and Bonners Lane.

DESCRIPTION:

All that certain tract or parcel of land lying and being situated in the City of Greenville, Greenville Township, Pitt County, North Carolina and being described by metes and bounds as follows:

Beginning at a point where the southern right-of-way line of South Alley, having a right-of-way width of 40 feet, intersects with the western right-of-way line of Atlantic Avenue, having a right-of-way width of 40 feet; thence from said Point of Beginning with the western right-of-way line of Atlantic Avenue S 10°00'00" W, 809.31 feet to the northeastern corner of the Richard H. Duncan and wife, Louise Fink Duncan property recorded in Deed Book W 53, Page 717; thence leaving the western right-of-way line of Atlantic Avenue and running with the northern property

line of Duncan, N 80°00'00" W, 132.25 feet to a point, inside the existing CSX Rail Road, formerly Seaboard Coastline Rail Road, Right-of-Way described in Deed Book J 8, Page 338 and Deed Book J6, Page 425; thence cornering N 10°00'37" E, 809.31 feet to a point in the southern right-of-way line of South Alley; thence cornering and running with the southern right-of-way line of South Alley S 80°00'00" E, 132.11 feet to the **POINT OF BEGINNING**, containing 2.46 acres more or less and being all Tract 1 and Tract 3 of the Earl C. Wilson Property described in Deed Book 2686, Page 547 and Deed Book U 54, Page 751 and further identified as Pitt County Parcel Number 11698, and shown on a Rezoning Map prepared for Earl C. Wilson by Rivers and Associates, Inc, drawing Z-2520, dated November 23, 2009, which by reference is made a part hereof.

Section 2. That the following described territory is rezoned from CDF (Downtown Commercial Fringe) and IU (Unoffensive Industry) to CD (Downtown Commercial).

TO WIT: Earl C. Wilson Property, Tract 2.

LOCATION: Located along the eastern right-of-way of Atlantic Avenue between Dickinson Avenue and Bonners Lane.

DESCRIPTION:

All that certain tract or parcel of land lying and being situated in the City of Greenville, Greenville Township, Pitt County, North Carolina and being described by metes and bounds as follows:

Beginning at a point where the southern right-of-way line of Bonners Alley intersects with the eastern right-of-way line of Atlantic Avenue, said Atlantic Avenue right-of-way having a width of 40 feet, said point being located at the back of the existing concrete curb; thence from the point of beginning with southern right-of-way line of Bonners Alley, common to the existing back of concrete curb S 78°30'17" E, 133.90 feet to a point, S 75°19'27" E, 47.60 feet to a point, the northwestern property corner of the City of Greenville property, recorded in Deed Book 1050, Page 785; thence cornering with the western property line of the City of Greenville S 14°34'13" W, 73.85 feet to a point, the southwestern corner of the City of Greenville property; thence cornering with the southern line of the City of Greenville S 71°05'56" E, 27.70 feet to a point, the northwestern corner of Darden Properties, LLC, recorded in Deed Book 2374, Page 756; thence cornering and running with the western line of Darden Properties, LLC S 14°04'38"W, 32.92 to point, the southwestern corner of Darden Properties, LLC and the northwestern corner of Federal National Mortgage Association property recorded in Deed Book 2688, Page 586; thence continuing with the western line of Federal National Mortgage Association property S 14°04'38" W, 49.48 feet to a point; thence with the southern line of Federal National Mortgage Association property S 74°47'30" E, 20.50 feet to a point, the northwestern corner of the City of Greenville property recorded in Deed Book X 21, Page 346; thence cornering and running with the western line of the City of Greenville property S 15°17'09" W, 82.55 feet to an existing iron pipe located in the northern line of the City of Greenville property recorded in Deed Book 1635, Page 117; thence cornering and running with northern property line of the City of Greenville N 74°34'06" W, 42.11 feet to a point, the

northwestern corner of the City of Greenville property; thence with the western line of the City of Greenville recorded in Deed Book 1635, Page 117 and Deed Book 1393, Page 80 S 14°54'55" W, 55.84 feet to a point; thence with the line of the City of Greenville S 74°42'20" E, 41.83 feet to a point; thence S 14°48'13" W, 27.18 feet to a point, the southwestern corner of the City of Greenville property, the northwestern corner of a 10 foot alley recorded in Map Book 3, Page 106; thence with the western terminus of the 10 foot alley, the western line of the City of Greenville property recorded in Deed Book 1393, Page 77, the western line of Bennie Robert Rountree property recorded in Deed Book K 48, Page 78 and, the western line of Joseph Marvin Taft, Etal, recorded in Deed Book G 34, Page 134 S 14°48'13" W, 179.24 feet to an a point, the southwestern corner of the Taft property and located at the northern edge of an area being maintained by Bagwell Realty Pitt, LLC; thence cornering with the area being maintained Bagwell Realty Pitt, LLC N 74°47'25" W, 81.40 feet to a point, the northwestern corner of the Bagwell Realty Pitt, LLC property, recorded in Deed Book 1703, Page 575; a corner with Earl C. Wilson and wife, Jackie B. Wilson property recorded in Deed Book 132, Page 268; thence with the line of Wilson three (3) calls, (1) N 74°47'25" W, 9.81 feet to a point, (2) S 14°36'10" W, 49.99 feet to a point, (3) S 14°29'07" W, 114.67 feet to the northwestern corner of the Norman B. Keller and wife, Jane H. Keller property recorded in Deed Book 69, Page 378; thence with the western line of Keller property S 15°55'25" W, 50.17 feet to a point, the southwestern corner of the Keller property and the northwestern corner of the Mario E. Perez and wife, Brenda Godsby Perez property, recorded in Deed Book 1968, Page 488; thence with the western line of the Perez property S 18°05'28" W, 76.46 feet to a point, the southwestern corner of Perez; thence with the southern line of the Perez property S 71°27'59" E, 75.49 feet to a point; thence cornering and leaving the line of Perez S 15°32'17" W, 1.55 feet to a point, the northwestern corner of the Derrick Williams property recorded in Deed Book 2286, Page 539; thence running with western line of Derrick Williams S 15°32'17" W, 115.30 feet to a point; thence S 10°04'38" W, 56.59 feet to a point, the southwestern corner of the Derrick Williams property; thence cornering with the Williams property S 74°09'16" E, 102.96 feet to a point, the southeastern property corner of the Derrick Williams property recorded in Deed Book 2286, Page 539 and marking where the western right-of-way line of Clark Street intersects with the northwestern right-of-way line of Dickinson Avenue; thence running with the northerly Dickinson Avenue S 58°50'57" W, 132.97 feet to a point; thence continuing with the of Dickinson Avenue right-of-way S 58°47'55" W, 172.06 feet to a point, the intersection of the eastern right-of-way line of Atlantic Avenue and the northwestern right-of-way line of Dickinson Avenue; thence cornering and running with the eastern right-of-way line of Atlantic Avenue N 09°21'46" E, 96.92 feet to a point; thence N 10°00'00" E, 810.19 feet to a point; thence N 09°27'16" E, 282.53 feet to the **POINT OF BEGINNING**, containing 3.88 acres more or less and being Tract 2 of the Earl C. Wilson Property described in Deed Book 2686, Page 547 and Deed Book U 54, Page 751 and further identified as Pitt County Parcel Number 34561, and all of the Earl C. Wilson Deed Book 2686, Page 545 and Deed Book 348, Page 287 and further identified as Pitt County Parcel Number 16548, all being shown on a Rezoning Map prepared for Earl C. Wilson by Rivers and Associates, Inc, drawing Z-2520, dated November 23, 2009, which by reference is made a part hereof.

Section 3. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 4. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall become effective upon its adoption.

ADOPTED this 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

Case No: 09-10

Applicant: Thomas F. Taft, Sr., Manager/Partner of Atlantic Avenue Holding Co.

Property Information

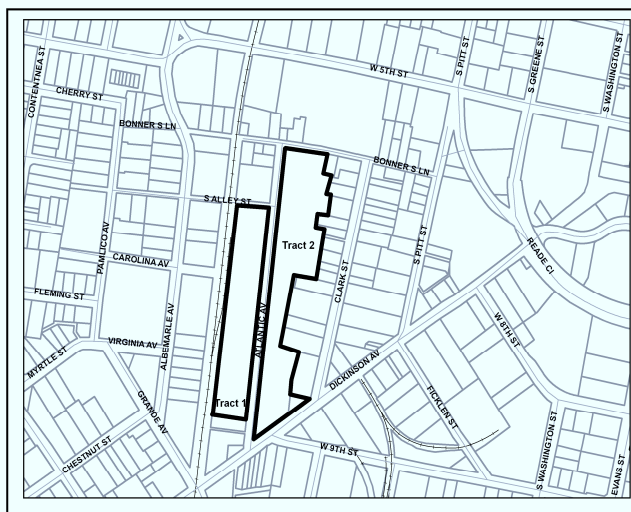
Current Zoning: Tract: 1 +2 CDF (Downtown Commercial Fringe) and IU (Unoffensive Industry) (both tracts)

Proposed Zoning: Tract: 1 CD (Downtown Commercial)
Tract: 2 CD (Downtown Commercial)

Current Acreage: Tract: 1 2.46 acres
Tract: 2 3.88 acres

Location: Dickinson Ave

Points of Access: Dickinson Ave



Location Map

Transportation Background Information

1.) Dickinson Ave.- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2 lanes	2 lanes
Right of way width (ft)	50	50
Speed Limit (mph)	20	20
Current ADT:	6,260 (*)	Ultimate Design ADT: 12,000 vehicles/day (**)
Design ADT:	12,000 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	

Other Information: There are sidewalks along Dickinson Ave. that service this property.

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

Transportation Improvement Program Status: No planned improvements.

Trips generated by proposed use/change

Current Zoning: 614 -vehicle trips/day (*) **Proposed Zoning:** 2,082 -vehicle trips/day (*)

Estimated Net Change: increase of 1468 vehicle trips/day (assumes full-build out)

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

Impact on Existing Roads

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

1.) Dickinson Ave. , North of Site: **“No build” ADT of 6,260**

Estimated ADT with Proposed Zoning (full build) – 7,301
Estimated ADT with Current Zoning (full build) – 6,567
Net ADT change = 734 (11% increase)

Case No: 09-10

Applicant: Thomas F. Taft, Sr., Manager/Partner of Atlantic Avenue Holding

2.) Dickinson Ave. , South of Site:**“No build” ADT of 6,260**

Estimated ADT with Proposed Zoning (full build) – 7,301

Estimated ADT with Current Zoning (full build) – 6,567**Net ADT change = 734 (11% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested land use plan category, the proposed category could generate 2082 trips to and from the site on Dickinson Ave., which is a net increase of 1468 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined. These measures may include modifications on Dickinson Ave. at its intersection with Atlantic Ave., and may require traffic signal modifications at the signalized intersections of Dickinson Ave. with E. 10th St. and Reade Circle. Prior to development approval, a Traffic Impact Study and analysis will be required to assess the impacts. Access to the tract from Dickinson Ave. will be reviewed.

Excerpt from the draft Planning and Zoning Commission meeting minutes (1/19/10)

Ordinance requested by Thomas F. Taft, Sr., Manager/Partner for Atlantic Avenue Holding Co., LLC to rezone 6.34 acres located along Atlantic Avenue between Dickinson Avenue and Bonners Lane from CDF (Downtown Commercial Fringe) and IU (Unoffensive Industry) to CD (Downtown Commercial).

Ms. Chantae Gooby said this property was centrally located in the city along Atlantic Avenue and north of Dickinson Avenue. Currently, the property contains the remnants of the Imperial Tobacco Warehouse. She said there were a variety of uses in the area including commercial and single-family homes. The subject property is located in the designated regional focus area described as the central business district. This rezoning could generate a net increase of about 1,400 trips per day evenly disbursed along Dickinson Avenue. Ms. Gooby said the requested CD zoning would allow for zero lot line construction. The Future Land Use Plan Map recommends commercial for the subject property. Ms. Gooby stated the request is in compliance with Horizon's: Greenville's Community Plan, the Future Land Use Plan Map and the Center City Revitalization Plan.

Mr. Durk Tyson, Rivers & Associates, spoke on behalf of the applicant.

With no further comments, Mr. Lehman closed the public hearing and called for board discussion.

Motion was made by Mr. Ramey, seconded by Mr. Tozer to recommend approval of proposed amendment, to advise that it is consistent with the comprehensive plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion carried unanimously.

EXISTING ZONING

CDF (Downtown Commercial Fringe)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

(2) Residential:

- a. Single-family dwelling
- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- k. Family care home (see also section 9-4-103)
- q. Room renting

(3) Home Occupations (see all categories):

*None

(4) Governmental:

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

(5) Agricultural/ Mining:

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

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreation facility
- o. Theater; movie or drama, including outdoor facility

(7) Office/ Financial/ Medical:

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

(8) Services:

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

- q. Museum
- r. Art Gallery
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- kk. Launderette; household users
- ll. Dry cleaners; household users
- mm. Commercial laundries; linen supply
- oo. Clothes alteration or shoe repair shop
- pp. Automobile wash

(9) Repair:

- d. Upholsterer; furniture
- f. Appliance; household and office equipment repair
- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales
- h. Restaurant; conventional
- i. Restaurant; fast food
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- m. Appliance; household use, sales and accessory repair, excluding outside storage
- n. Appliance; commercial use, sales and accessory repair, excluding outside storage
- p. Furniture and home furnishing sales not otherwise listed
- q. Floor covering, carpet and wall covering sales
- r. Antique sales; excluding vehicles
- s. Book or card store, news stand
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist
- x. Sporting goods sales and rental shop
- y. Auto part sales (see also major and minor repair)
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

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

- c. Rental of cloths and accessories; formal wear, etc.
- f. Automobiles, truck, recreational vehicle, motorcycles and boat sales and service (see also major and minor repair)

(12) Construction:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)
- e. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage
- f. Hardware store

(13) Transportation:

- b. Bus station; passenger and related freight
- c. Taxi or limousine service
- e. Parcel delivery service
- f. Ambulance service

(14) Manufacturing/ Warehousing:

- c. Bakery; production, storage and shipment facilities

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

* None

CDF (Downtown Commercial Fringe)

Special Uses

(1) General:

* None

(2) Residential:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity multifamily (LUI) development rating 67 per Article K
- j. Residential quarters for resident manager, supervisor or caretaker; including mobile homes
- m. Shelter for homeless or abused
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility
- o.(1). Nursing, convalescent center or maternity home; minor care facility
- r. Fraternity or sorority house

(3) Home Occupations (see all categories):

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

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

- d. Game center
- i. Commercial recreation; indoor and outdoor not otherwise listed
- l. Billiard parlor or pool hall
- m. Public or private club

(7) Office/ Financial/ Medical:

* None

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- x. Dance studio
- bb. Civic organizations
- cc. Trade or business organizations
- hh. Exercise and weight loss studios; indoor only

(9) Repair:

- a. Major repair; as an accessory or principal use
- b. Minor repair; as an accessory or principal use

(10) Retail Trade:

- b. Gasoline or automotive fuel sales; accessory or principal use, retail
- g. Fish market; excluding processing or packing
- j. Restaurant; regulated outdoor activities
- t. Hobby or craft shop
- u. Pet shop (see also animal boarding; outside facility)

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

* None

(12) Construction:

- d. Building supply; lumber and materials sales, plumbing and/or electrical supply including outside storage

(13) Transportation:

- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing:

- g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery

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

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional activities not otherwise listed
- c. Other activities; commercial services not otherwise listed
- d. Other activities; retail sales not otherwise listed

IU (Unoffensive Industry)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- d. Off-premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

(2) Residential:

* None

(3) Home Occupations (see all categories):

*None

(4) Governmental:

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

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- b. Greenhouse or plant nursery; including accessory sales
- d. Farmers market
- e. Kennel (see also section 9-4-103)
- f. Stable; horse only (see also section 9-4-103)
- g. Stable; per definition (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility
- p. Circus, carnival or fairs

(7) Office/ Financial/ Medical:

- b. Operation/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
- g. Catalogue processing center

(8) Services:

- n. Auditorium
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- bb. Civic organization
- gg. Vocational rehabilitation center
- mm. Commercial laundries; linen supply
- nn. Industrial laundries
- y. Television, and/or radio broadcast facilities including receiving and transmission equipment and towers or cellular telephone and wireless communication towers [unlimited height, except as provided by regulations]

(9) Repair:

- b. Minor repair; as an accessory or principal use
- c. Upholster; automobile, truck, boat or other vehicle, trailer or van
- d. Upholsterer; furniture
- f. Appliance; household and office equipment repair
- h. Appliance; commercial and industrial equipment repair not otherwise listed

(10) Retail Trade:

- b. Gasoline or automotive fuel sale; accessory or principal use, retail
- h. Restaurant; conventional
- i. Restaurant; fast food
- cc. Farm supply and commercial implement sales

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

- a. Wholesale; durable and nondurable goods, not otherwise listed
- d. Rental of automobile, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
- e. Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery

(12) Construction:

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

d. Building supply; lumber and materials sales, plumbing and/or electrical supply including outside storage

(13) Transportation:

- a. Railroad freight or distribution and/or passenger station
- d. Truck terminal or distribution center
- e. Parcel delivery service
- f. Ambulance service
- g. Airport and related activities; private
- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing:

- a. Ice plant and freezer lockers
- b. Dairy; production, storage and shipment facilities
- c. Bakery; production, storage and shipment facilities
- d. Stone or monument cutting, engraving
- g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholster
- h. Engraving; metal, glass or wood
- j. Moving and storage; including outside storage
- k. Mini-storage warehouse, household; excluding outside storage
- l. Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
- m. Warehouse; accessory to approved commercial or industrial uses within a district; excluding outside storage
- o. Feed and grain elevator, mixing, redrying, storage or sales facility
- p. Tobacco redrying or processing plant
- s. Manufacture of nonhazardous products; general, including nonhazardous and nontoxic chemicals and/or materials not otherwise listed
- t. Manufacture of nonhazardous medical supplies or medical products, including distribution
- u. Tire recapping or retreading plant
- v. Bottling or packing plant for nonhazardous materials or products
- y. Recycling collection station of facilities
- cc. Manufacture of pharmaceutical, biological, botanical, medical, and cosmetic products, and related materials

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

* None

IU (Unoffensive Industry)

Special Uses

(1) General:

* None

(2) Residential:

- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- j. Residential quarters for resident manager, supervisor or caretaker; including mobile home
- o. Nursing, convalescent center or maternity home; major care facility

(3) Home Occupations (see all categories):

* None

(4) Governmental:

* None

*(5) Agricultural/ Mining: * None*

(6) Recreational/ Entertainment:

- e. Miniature golf or putt-putt course
- i. Commercial recreation; indoor and outdoor, not otherwise listed
- k. Firearm ranges; indoor or outdoor

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- o. Church or place of worship (see also section 9-4-103)
- s.(1). Hotel, motel, bed and breakfast inn; extended stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)

(9) Repair:

- a. Major repair; as an accessory or principal use

(10) Retail Trade:

- j. Restaurant; regulated outdoor activities

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

- g. Mobile home sales including accessory mobile home office

(12) Construction:

- * None

(13) Transportation:

- c. Taxi and limousine service

(14) Manufacturing/ Warehousing:

- z. Metallurgy, steel fabrication, welding

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

- c. Other activities; commercial services not otherwise listed
- e. Other activities; industrial services not otherwise listed

PROPOSED ZONING

CD (Downtown Commercial)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On- premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

(2) Residential:

- c. Multi-family development per Article 1
- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility
- q. Room renting

(3) Home Occupations (see all categories):

*None

(4) Governmental:

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

(5) Agricultural/ Mining:

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

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreation facility
- h. Commercial recreation; indoor only, not otherwise listed
- j. Bowling alleys
- o. Theater; movie or drama, including outdoor facility
- s. Athletic club; indoor only

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operational/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
- g. Catalogue processing center

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- j. College or other institutions of higher learning
- k. Business or trade school
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- p. Library
- q. Museum
- r. Art Gallery
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio

- x. Dance studio
- y. Television, and/or radio broadcast facilities including receiving and transmission equipment and towers or cellular
 telephone and wireless communication towers [unlimited height, except as provided by regulations]
- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- bb. Civic organizations
- cc. Trade or business organizations
- hh. Exercise and weight loss studios; indoor only
- kk. Launderette; household users
- ll. Dry cleaners; household users
- oo. Clothes alteration or shoe repair shop

(9) Repair:

- f. Appliance; household and office equipment repair
- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales
- h. Restaurant; conventional
- i. Restaurant; fast food
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- m. Appliance; household use, sales and accessory repair, excluding outside storage
- p. Furniture and home furnishing sales not otherwise listed
- q. Floor covering, carpet and wall covering sales
- r. Antique sales; excluding vehicles
- s. Book or card store, news stand
- t. Hobby or craft shop
- u. Pet shop (see also animal boarding; outside facilities)
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist
- x. Sporting goods sales and rental shop
- y. Auto part sales (see also major and minor repair)
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

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

- c. Rental of cloths and accessories; formal wear, etc.
- d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicle, motorcycles and boats

(12) Construction:

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

(13) Transportation:

- b. Bus station; passenger and related freight
- c. Taxi or limousine service
- e. Parcel delivery service
- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing:

- g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
- h. Engraving; metal, glass or wood

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

* None

CD (Downtown Commercial)

Special Uses

(1) General:

* None

(2) Residential:

e.(1) Dormitory development

(3) Home Occupations (see all categories):

* None

(4) Governmental:

* None

(5) Agricultural/ Mining:

* None

(6) Recreational/ Entertainment:

- d. Game center
- l. Billiard parlor or pool hall
- m. Public or private club
- t. Athletic club; indoor and outdoor facilities

(7) Office/ Financial/ Medical: * None

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- i. School; kindergarten or nursery (see also section 9-4-103)
- l. Convention center; private

(9) Repair:

b. Minor repair; as an accessory or principal use

(10) Retail Trade:

- b. Gasoline or automotive fuel sales; accessory or principal use, retail
- g. Fish market; excluding processing or packing
- j. Restaurant; regulated outdoor activities
- n. Appliance; commercial use, sales and accessory repair, excluding outside storage
- aa. Pawnbroker

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

* None

(12) Construction:

* None

(13) Transportation:

* None

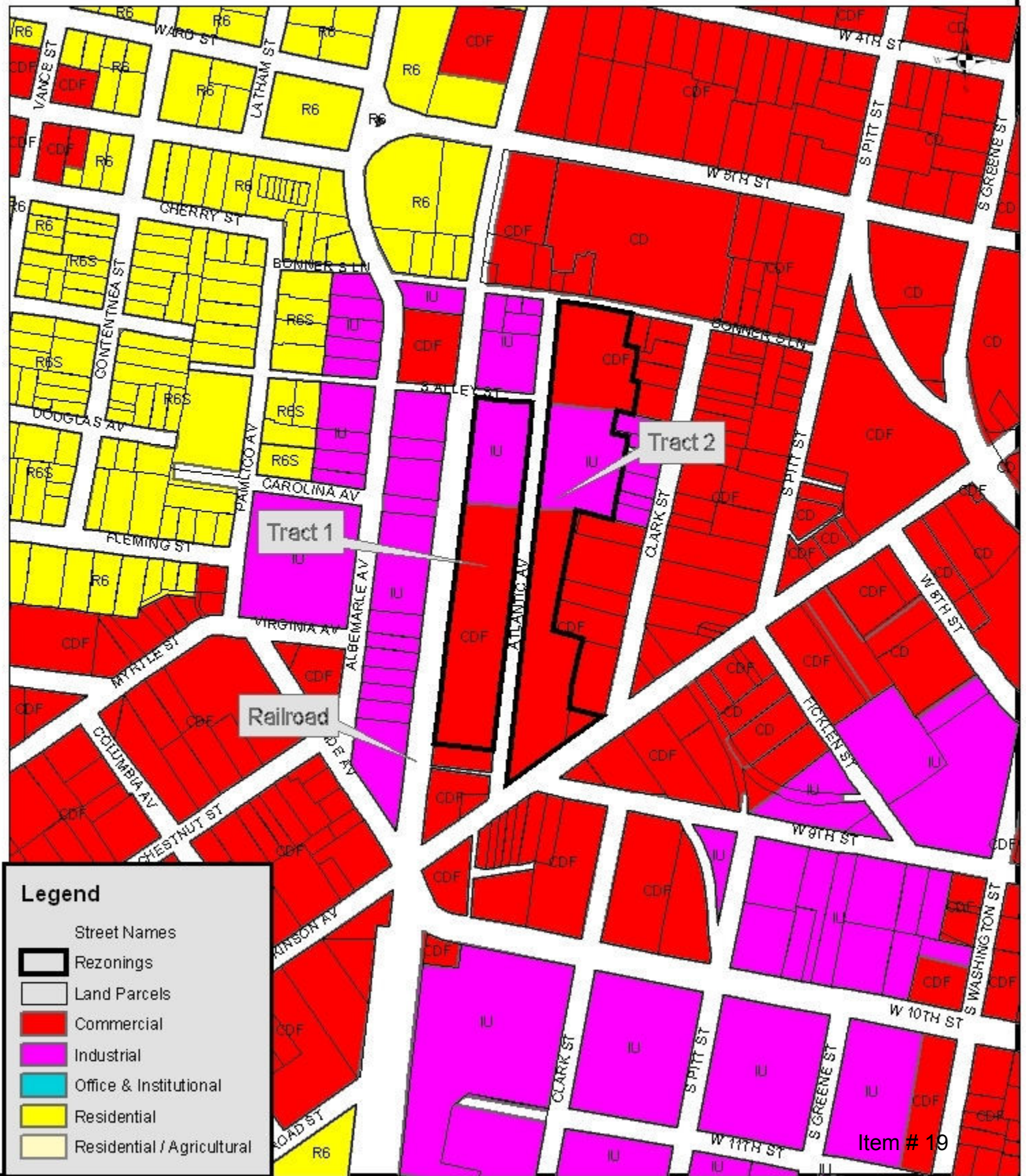
(14) Manufacturing/ Warehousing:

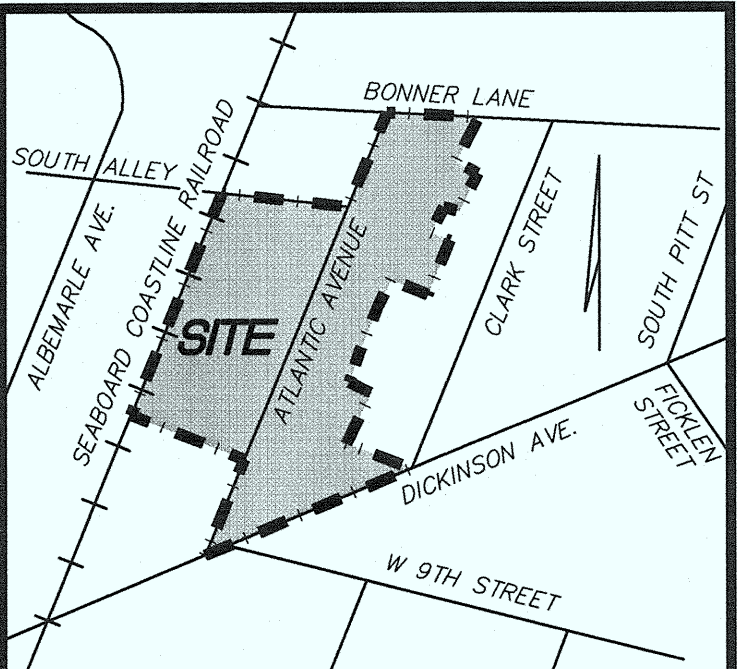
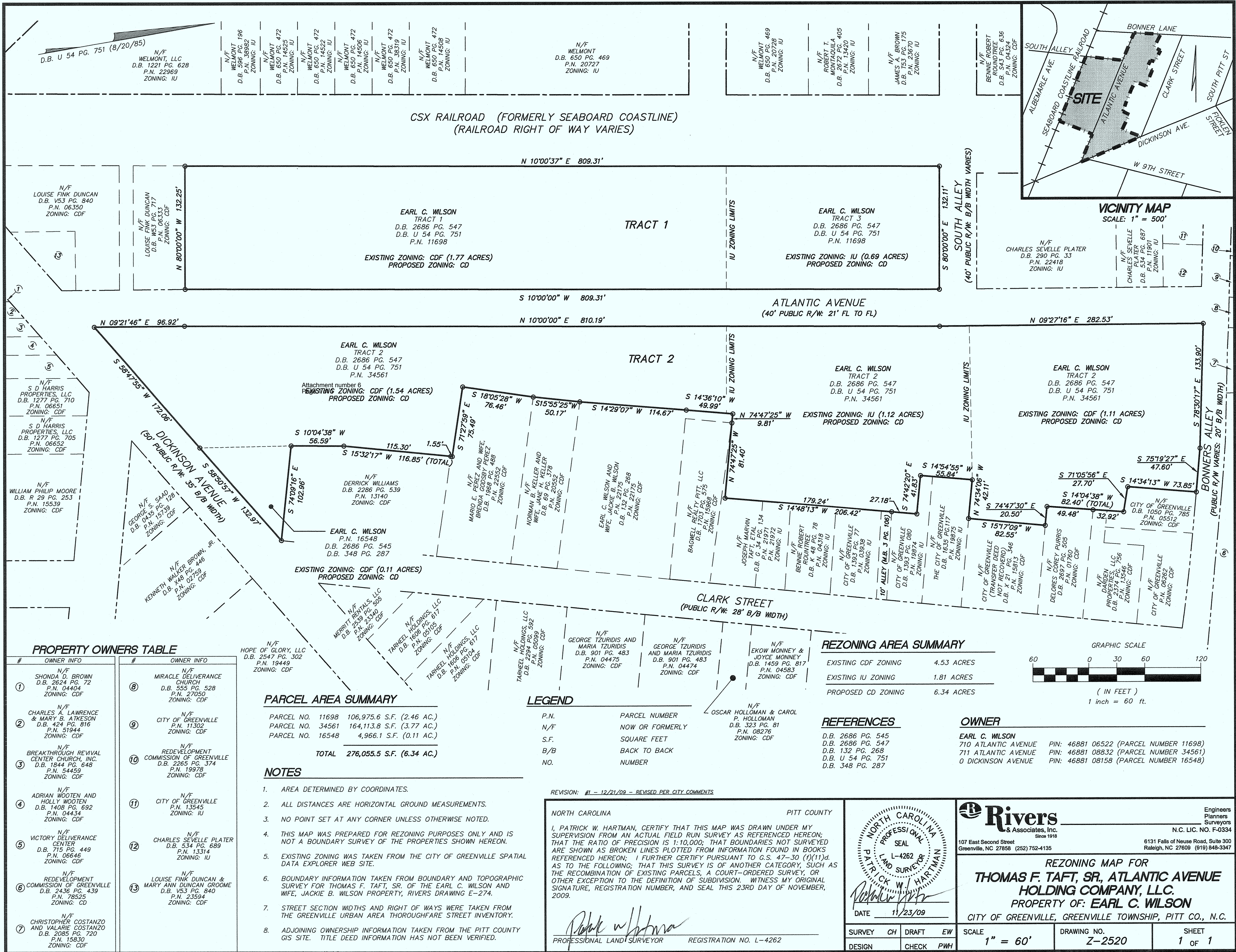
- y. Recycling collection station or facilities

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

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional activities not otherwise listed
- c. Other activities; commercial services not otherwise listed
- d. Other activities; retail sales not otherwise listed

Thomas F. Taft, Sr., Manager/Partner Atlantic Avenue Holding Co.
From: CDF to IU
6.34 acres
January 4, 2010





N/F
LOUISE FINK DUNCAN
D.B. V53 PG. 840
P.N. 06350
ZONING: CDF

N/F
LOUISE FINK DUNCAN
D.B. V53 PG. 840
P.N. 06350
ZONING: CDF

EARL C. WILSON
TRACT 1
D.B. 2686 PG. 547
D.B. U 54 PG. 751
P.N. 11698
EXISTING ZONING: CDF (1.77 ACRES)
PROPOSED ZONING: CD

TRACT 1

EARL C. WILSON
TRACT 3
D.B. 2686 PG. 547
D.B. U 54 PG. 751
P.N. 11698
EXISTING ZONING: IU (0.69 ACRES)
PROPOSED ZONING: CD

N/F
CHARLES SEVELLE PLATER
D.B. 290 PG. 33
P.N. 22418
ZONING: IU

VICINITY MAP
SCALE: 1" = 500'

N/F
S D HARRIS PROPERTIES, LLC
D.B. 1277 PG. 710
P.N. 06651
ZONING: CDF

N/F
S D HARRIS PROPERTIES, LLC
D.B. 1277 PG. 705
P.N. 06652
ZONING: CDF

EARL C. WILSON
TRACT 2
D.B. 2686 PG. 547
D.B. U 54 PG. 751
P.N. 34561
Attachment number 6
EXISTING ZONING: CDF (1.54 ACRES)
PROPOSED ZONING: CD

TRACT 2

EARL C. WILSON
TRACT 2
D.B. 2686 PG. 547
D.B. U 54 PG. 751
P.N. 34561
EXISTING ZONING: IU (1.12 ACRES)
PROPOSED ZONING: CD

EARL C. WILSON
TRACT 2
D.B. 2686 PG. 547
D.B. U 54 PG. 751
P.N. 34561
EXISTING ZONING: CDF (1.11 ACRES)
PROPOSED ZONING: CD

N/F
WILLIAM PHILIP MOORE
D.B. R 29 PG. 253
P.N. 15539
ZONING: CDF

N/F
GEORGE S. SPAID
D.B. 0433 PG. 128
P.N. 15739
ZONING: CDF

N/F
DERRICK WILLIAMS
D.B. 2286 PG. 539
P.N. 13140
ZONING: CDF

EARL C. WILSON
P.N. 16548
D.B. 2686 PG. 545
D.B. 348 PG. 287
EXISTING ZONING: CDF (0.11 ACRES)
PROPOSED ZONING: CD

N/F
MARIO E. PEREZ AND WIFE,
BRENDA GODSBY PEREZ
D.B. 1968 PG. 488
P.N. 22552
ZONING: CDF

N/F
NORMAN KELLER AND
WIFE, JANE K. KELLER
D.B. 69 PG. 378
P.N. 20560
ZONING: CDF

N/F
EARL C. WILSON AND
WIFE, JACKIE B. WILSON
D.B. 132 PG. 268
P.N. 22175
ZONING: CDF

N/F
BAGWELL REALTY PVT, LLC
D.B. 1703 PG. 375
P.N. 15968
ZONING: CDF

N/F
JOSEPH MARVIN
D.B. 34 PG. 134
P.N. 21971
ZONING: IU

N/F
BENNE ROBERT
D.B. K 48 PG. 78
P.N. 04318
ZONING: IU

N/F
CITY OF GREENVILLE
D.B. 1393 PG. 77
P.N. 03938
ZONING: IU

N/F
CITY OF GREENVILLE
D.B. 1635 PG. 117
P.N. 19875
ZONING: IU

N/F
CITY OF GREENVILLE
(TRANSFER REED
NOT RECORDED)
D.B. X 21 PG. 946
P.N. 15913
ZONING: CDF

N/F
DELORES
D.B. 2692 PG. 505
P.N. 01707
ZONING: CDF

N/F
DARDEN
D.B. 2374 PG. 756
P.N. 05512
ZONING: CDF

N/F
CITY OF GREENVILLE
D.B. 1050 PG. 785
P.N. 05512
ZONING: CDF

PROPERTY OWNERS TABLE	
#	OWNER INFO
1	N/F SHONDA D. BROWN D.B. 2624 PG. 72 P.N. 04404 ZONING: CDF
2	N/F CHARLES A. LAWRENCE & MARY B. ATKESON D.B. 424 PG. 816 P.N. 51944 ZONING: CDF
3	N/F BREAKTHROUGH REVIVAL CENTER CHURCH, INC. D.B. 1844 PG. 648 P.N. 54459 ZONING: CDF
4	N/F ADRIAN WOOTEN AND HOLLY WOOTEN D.B. 1408 PG. 692 P.N. 04434 ZONING: CDF
5	N/F VICTORY DELIVERANCE CENTER D.B. 715 PG. 449 P.N. 06646 ZONING: CDF
6	N/F REDEVELOPMENT COMMISSION OF GREENVILLE D.B. 2436 PG. 439 P.N. 78525 ZONING: CD
7	N/F CHRISTOPHER COSTANZO AND VALARIE COSTANZO D.B. 2085 PG. 720 P.N. 15830 ZONING: CDF
8	N/F MIRACLE DELIVERANCE CHURCH D.B. 555 PG. 528 P.N. 27050 ZONING: CDF
9	N/F CITY OF GREENVILLE P.N. 11302 ZONING: CDF
10	N/F REDEVELOPMENT COMMISSION OF GREENVILLE D.B. 2265 PG. 374 P.N. 19978 ZONING: CDF
11	N/F CITY OF GREENVILLE P.N. 13545 ZONING: IU
12	N/F CHARLES SEVELLE PLATER D.B. 534 PG. 689 P.N. 13314 ZONING: IU
13	N/F LOUISE FINK DUNCAN & MARY ANN DUNCAN GROOM D.B. V53 PG. 840 P.N. 23594 ZONING: CDF

N/F
HOPE OF GLORY, LLC
D.B. 2547 PG. 302
P.N. 19449
ZONING: CDF

PARCEL AREA SUMMARY	
PARCEL NO. 11698	106,975.6 S.F. (2.46 AC.)
PARCEL NO. 34561	164,113.8 S.F. (3.77 AC.)
PARCEL NO. 16548	4,966.1 S.F. (0.11 AC.)
TOTAL	276,055.5 S.F. (6.34 AC.)

- NOTES**
- AREA DETERMINED BY COORDINATES.
 - ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
 - NO POINT SET AT ANY CORNER UNLESS OTHERWISE NOTED.
 - THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
 - EXISTING ZONING WAS TAKEN FROM THE CITY OF GREENVILLE SPATIAL DATA EXPLORER WEB SITE.
 - BOUNDARY INFORMATION TAKEN FROM BOUNDARY AND TOPOGRAPHIC SURVEY FOR THOMAS F. TAFT, SR. OF THE EARL C. WILSON AND WIFE, JACKIE B. WILSON PROPERTY, RIVERS DRAWING E-274.
 - STREET SECTION WIDTHS AND RIGHT OF WAYS WERE TAKEN FROM THE GREENVILLE URBAN AREA THOROUGHFARE STREET INVENTORY.
 - ADJOINING OWNERSHIP INFORMATION TAKEN FROM THE PITT COUNTY GIS SITE. TITLE DEED INFORMATION HAS NOT BEEN VERIFIED.

LEGEND	
P.N.	PARCEL NUMBER
N/F	NOW OR FORMERLY
S.F.	SQUARE FEET
B/B	BACK TO BACK
NO.	NUMBER

REZONING AREA SUMMARY	
EXISTING CDF ZONING	4.53 ACRES
EXISTING IU ZONING	1.81 ACRES
PROPOSED CD ZONING	6.34 ACRES

REFERENCES	
D.B. 2686 PG. 545	
D.B. 2686 PG. 547	
D.B. 132 PG. 268	
D.B. U 54 PG. 751	
D.B. 348 PG. 287	

OWNER	
EARL C. WILSON	PIN: 46881 06522 (PARCEL NUMBER 11698)
710 ATLANTIC AVENUE	PIN: 46881 08832 (PARCEL NUMBER 34561)
0 DICKINSON AVENUE	PIN: 46881 08158 (PARCEL NUMBER 16548)

REVISION: #1 - 12/21/09 - REVISED PER CITY COMMENTS

NORTH CAROLINA
PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD RUN SURVEY AS REFERENCED HEREON; 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; I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)d, AS TO THE FOLLOWING; THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 23RD DAY OF NOVEMBER, 2009.

Patrick W. Hartman
PROFESSIONAL LAND SURVEYOR REGISTRATION NO. L-4262

NORTH CAROLINA
PROFESSIONAL
LAND SURVEYOR
SEAL
L-4262
PATRICK W. HARTMAN
DATE 11/23/09

Rivers
& Associates, Inc.
107 East Second Street
Greenville, NC 27858 (252) 752-4155

Engineers
Planners
Surveyors
N.C. LIC. NO. F-0334
6131 Falls of Neuse Road, Suite 300
Raleigh, NC 27609 (919) 848-3347

REZONING MAP FOR
**THOMAS F. TAFT, SR., ATLANTIC AVENUE
HOLDING COMPANY, LLC.**
PROPERTY OF: **EARL C. WILSON**
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT CO., N.C.

SURVEY	CH	DRAFT	EW	SCALE	DRAWING NO.	SHEET
DESIGN	CHECK	PWH		1" = 60'	Z-2520	1 OF 1

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

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

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

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

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

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

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

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

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

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

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

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Ordinance to annex the Reggie Spain Construction, LLC property, involving 0.9643 acres located south of MacGregor Downs Road approximately 1,052 feet east of its intersection with B's Barbecue Road, north and east of Cascade subdivision, Phases 1 and 2

Explanation: ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: February 1, 2010
2. City Council public hearing date: February 11, 2010
3. Effective date: June 30, 2010

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 0.9643 acres
4. Voting District: 1
5. Township: Arthur
6. Vision Area: F
7. Zoning District: MR-Medical-Residential
8. Land Use: Existing: Vacant Anticipated: 4 duplexes (8 dwelling units)

9. Population:

	Formula	Number of People
Total Current	0	0
Estimated at full development	8*2.29	18
Current Minority	0	0
Estimated Minority at full development	18*.43%	8
Current White	0	0
Estimated White at full development	18-8	10

*Based on 2000 census Tract Blocks

10. Rural Fire Tax District: Red Oak

11. Greenville Fire District: Station #2 (Distance of 1.53 miles)

12. Present Tax Value: \$66,879
Estimated Future Tax Value: \$1,448,879

Fiscal Note: The total estimated tax value at full development is \$1,448,879.

Recommendation: Approve the attached ordinance to annex the Reggie Spain Construction, LLC property.

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

Attachments / click to download

[📎 Reggie Spain Construction, LLC Annexation](#)

[📎 Reggie Spain Annexation Ordinance 854296](#)

ORDINANCE NO. 10-__
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 7:00 p.m. on the 11th day of February, 2010 after due notice by publication in The Daily Reflector on the 1st day of February, 2010; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all that certain property as shown on the annexation map entitled "Reggie Spain Construction, LLC" involving 0.9643 acres as prepared by Malpass & Associates, Inc.

LOCATION: Lying and being situated in Arthur Township, Pitt County, North Carolina, located south of MacGregor Downs Road approximately 1052 feet west of its intersection with B's Barbecue Road, north and east of Cascade Subdivision, Phases 1 and 2. This annexation involves 0.9643 acres.

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

Beginning at a point in the southern right of way of NCSR 1202 (Macgregor Downs Road) said point being located S 83-29-34 E – 1052.29', thence S 04-54-46 W – 35.16' from the centerline intersection of NCSR 1202 and NCSR 1204, thence from said point of beginning with the southern right of way of NCSR 1202 S 83-53-24 E – 248.83' to the western line of the Anthony Smith property as recorded in deed book 2206, page 404, thence leaving the southern right of way of NCSR 1202 with the western line of the Anthony Smith property S 05-21-35 W –

167.59' to the northern line of Cascade Subdivision Phase 2 as recorded in map book 57, page 160, thence with the northern line of Cascade Subdivision Phase 2 N 84-39-52 W – 247.47' to the eastern line of Cascade Subdivision Phase 1 as recorded in map book 56, page 44, thence with the eastern line of Cascade Subdivision Phase 1 N 04-54-46 E – 170.96' to the point of beginning containing 0.9643 acres.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district one. The City Clerk, City Engineer, representatives of the Board of Elections and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district one.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Attachment number 1

Page 4 of 5

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2010.

ADOPTED this 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

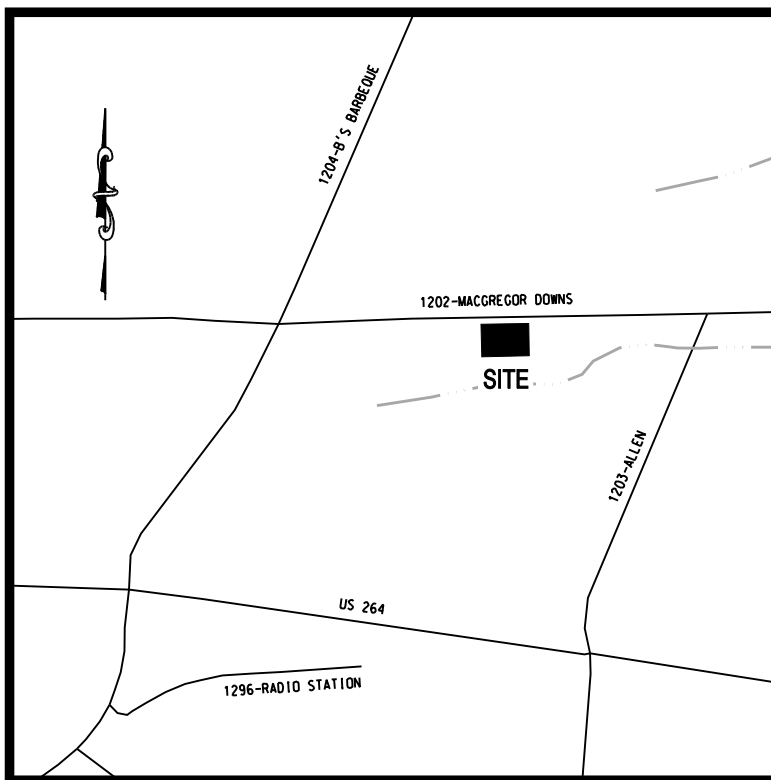
I, Patricia A. Sugg, Notary Public for said County and State, certify that Wanda T. Elks personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

WITNESS my hand and official seal, this the _____ day of _____, 2010.

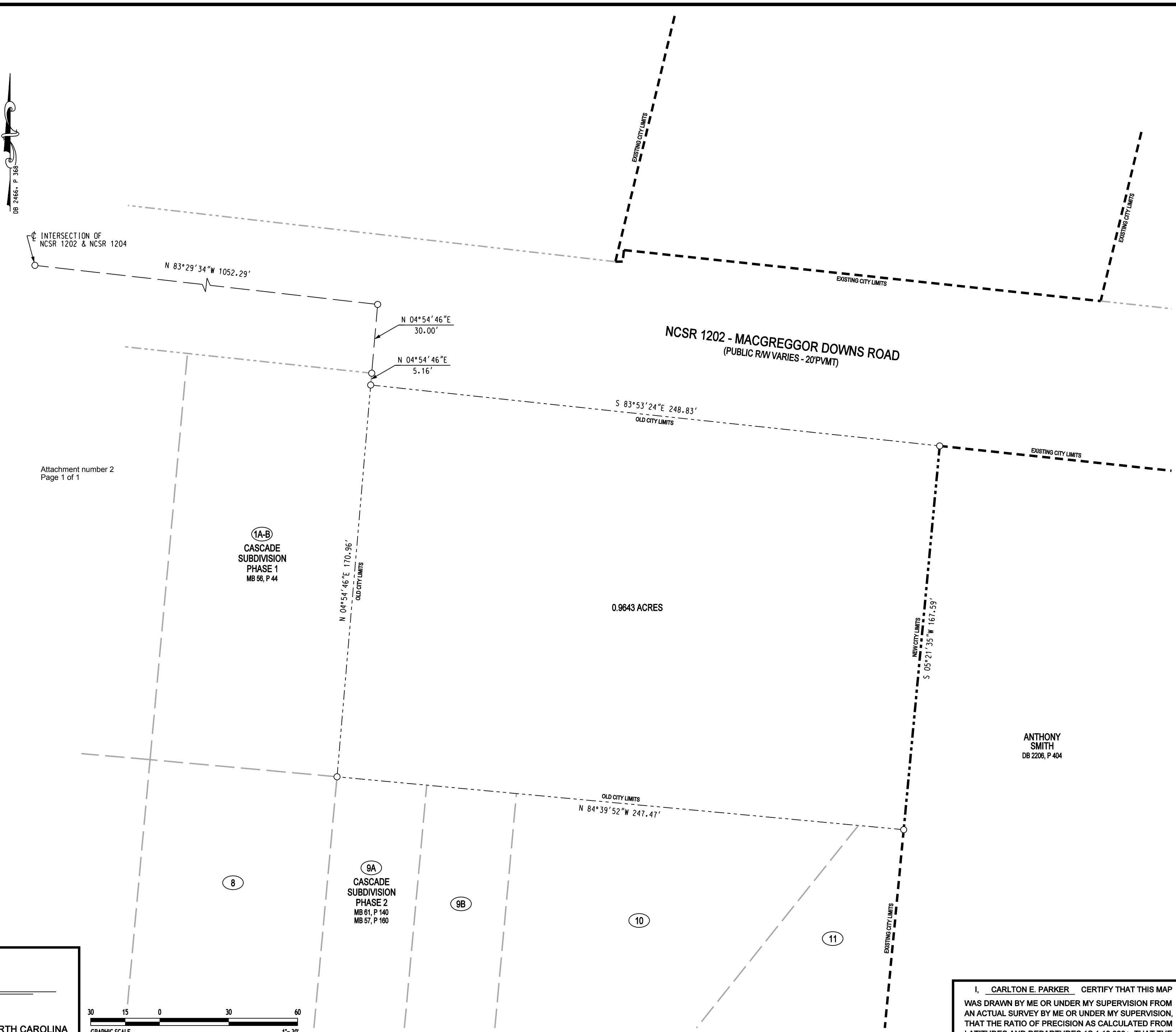
Patricia A. Sugg, Notary Public

My Commission Expires: September 4, 2011

Document # 854296



VICINITY MAP
1"=1000'



LEGEND

- NEW CITY LIMITS = - - - - -
- EXISTING CITY LIMITS = - - - - -
- OLD CITY LIMITS = - - - - -

PARCEL NUMBER 04266

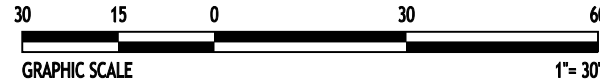
ANNEXATION MAP FOR
REGGIE SPAIN CONSTRUCTION, LLC
REFERENCE DEED BOOK 2466, PAGE 368
OF THE PITT COUNTY REGISTRY
ARTHUR TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: REGGIE SPAIN CONSTRUCTION, LLC
c/o MR. REGGIE SPAIN
ADDRESS: 105-C REGENCY BLVD.
GREENVILLE, NC 27834
PHONE: (252) 756-4052



MALPASS & ASSOCIATES
(NC LICENSE NUMBER C-1289)
1645 E. ARLINGTON BLVD., SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780

SURVEYED: CEP APPROVED: CEP
DRAWN: JHT DATE: 12/21/09
CHECKED: CEP SCALE: 1"=30'



MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.
DATE: _____; ORDINANCE NUMBER: _____; AREA: 0.9643 ACRES
ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA

I, CARLTON E. PARKER CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED FROM LATITUDES AND DEPARTURES IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND AS SHOWN ON PLAT. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____ A.D., 2010.
CARLTON E. PARKER L-2980



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Ordinance to annex Gateway West, Lot 10 and a portion of Gateway Drive, involving 4.15 acres located south of Stantonsburg Road and east of Park West and Park West 2 subdivisions

Explanation: ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: February 1, 2010
2. City Council public hearing date: February 11, 2010
3. Effective date: June 30, 2010

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 4.15 acres
4. Voting District: 1
5. Township: Arthur
6. Vision Area: F
7. Zoning District: CG- General Commercial
8. Land Use: Existing: Detention Pond/Road Anticipated: Same
9. Population:

	Formula	Number of People
Total Current	N/A	N/A
Estimated at full development	N/A	N/A
Current Minority	N/A	N/A
Estimated Minority at full development	N/A	N/A
Current White	N/A	N/A
Estimated White at full development	N/A	N/A

10. Rural Fire Tax District: Red Oak
11. Greenville Fire District: Station #2 (Distance of 1.49 miles)
12. Present Tax Value: \$558,265
Estimated Future Tax Value: \$558,265

Fiscal Note: The total estimated tax value at full development is \$558,265.

Recommendation: Approve the attached ordinance to annex Gateway West, Lot 10 and a portion of Gateway Drive.

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

Attachments / click to download

- [Gateway West, Lot 10 and a portion of Gateway Drive Annexation](#)
- [Gateway West Lot 10 Annexation Ordinance 854293](#)

ORDINANCE NO. 10-_____
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 7:00 p.m. on the 11th day of February, 2010 after due notice by publication in The Daily Reflector on the 1st day of February, 2010; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all that certain property as shown on the annexation map entitled "Gateway West, Lot 10 and a portion of Gateway Drive" involving 4.15 acres as prepared by Rivers & Associates, Inc.

LOCATION: Lying and being situated in Arthur Township, Pitt County, North Carolina, located south of Stantonsburg Road and east of Park West and Park West 2 subdivisions. This annexation involves 4.15 acres.

GENERAL DESCRIPTION:

Being that certain tract of land located in Pitt County, North Carolina, bounded on the north and east by Gateway West, LLC property, on the south by West Point Subdivision, and the west by Park West Subdivision, and being more particularly described as follows:

Beginning at the southwest corner of the Lot 1 of Gateway West Subdivision recorded in Map Book 72, Page 72, said point being located on the northern right of way of Gateway Drive; thence from the POINT OF BEGINNING and crossing the right of way of Gateway Drive S 26°46'04" W 50.00 feet to the point on the southern right of way of Gateway Drive; thence cornering and running with the future right of way of Gateway Drive along a curve in a counterclockwise direction, having a radius of 175.00 feet, arc length of 328.41 feet, and a chord bearing and distance of S 63°00'25" W 282.30 feet; thence S 09°14'45" W 111.42 feet to a point; thence along a curve in a counterclockwise direction, having a radius of 175.00 feet, arc length of 107.23 feet, and a chord bearing and distance of S 08°18'26" E 105.56 feet to a point; thence S 25°51'38" E 184.54 feet to a point in the northern right of way of Stantonsburg Road (N.C.S.R. 1200); thence cornering and running with the right of way of Stantonsburg Road (N.C.S.R. 1200) N 62°35'45" E 227.42 feet to a point; thence continuing with the northern right of way of Stantonsburg Road (N.C.S.R. 1200) along a curve in a counterclockwise direction, having a radius of 768.51 feet, arc length of 47.31 feet, and a chord bearing and distance of N 60°12'05" E 47.30 feet to a point in the southern line of Lot 2 of Gateway West Subdivision recorded in Map Book 72, Page 72; thence cornering S 37°53'29" E 1.77 feet to a point; thence crossing the right of way of Stantonsburg Road (N.C.S.R. 1200) S 27°37'31" E 79.59 feet to a point in the southern right of way of Stantonsburg Road (N.C.S.R. 1200); thence cornering and running with the southern right of way line of Stantonsburg Road (N.C.S.R. 1200) S 62°22'29" W 142.83 feet to a point; thence S 62°39'10" W 377.65 feet to a point; thence S 64°16'30" W 100.87 feet to a point; thence S 66°03'16" W 100.68 feet to a point; thence S 67°05'11" W 100.55 feet to a point; thence S 67°33'16" W 26.99 feet to a point; thence cornering and crossing the right of way of Stantonsburg Road (N.C.S.R. 1200) N 23°05'12" W 60.00 feet to a point in the northern right of way of Stantonsburg Road (N.C.S.R. 1200); thence N 12°05'08" W 5.15 feet to an off-set in the northern right of way of Stantonsburg Road (N.C.S.R. 1200); thence leaving the right of way of Stantonsburg Road (N.C.S.R. 1200) and with the western property line of Lot 10 of Gateway West Subdivision recorded in Map Book 72, Page 72, said line also being the eastern property line of Park West Subdivision recorded in Map Book 45, Page 2, N 12°05'08" W 81.84 feet to a point; thence N 09°14'45" E 329.40 feet to a point; thence leaving the property line of Park West Subdivision and continuing along the northern line of Lot 10 of Gateway West Subdivision N 80°11'50" E 113.16 feet to a point; thence cornering S 25°51'38" E 317.67 feet to a point in the northern right of way of Stantonsburg Road (N.C.S.R. 1200); thence cornering and running with the northern right of way of Stantonsburg Road (N.C.S.R. 1200) N 64°08'22" E 200.00 feet to a point; thence leaving the northern right of way of Stantonsburg Road (N.C.S.R. 1200) and with the western right of way of future Gateway Drive N 25°51'38" W 195.34 feet to a point; thence with a curve in a clockwise direction, having a radius of 225.00 feet, arc length of 137.86 feet and a chord bearing and distance of N 08°18'26" W 135.72 feet to a point, thence N 09°14'45" E 111.42 feet to a point; thence along a curve in a clockwise direction, having a radius of 225.00 feet, arc length of 422.24 feet and a chord bearing and distance of N 63°00'25" E 362.95 feet to the POINT OF BEGINNING, containing 4.15 acres more or less and being a portion of the Gateway West, LLC property and right of way area located in Stantonsburg Road (N.C.S.R. 1200) as shown on an Annexation Map for Gateway West – Portion of Gateway Drive and Lot 10, Rivers and Associates, Inc. Drawing Z-2472-2, dated December 28, 2009, which is incorporated herein by reference.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district one. The City Clerk, City Engineer, representatives of the Board of Elections and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district one.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2010.

ADOPTED this 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Attachment number 1
Page 3 of 3

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

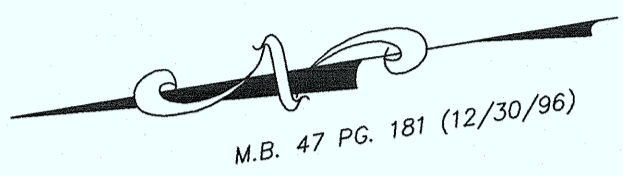
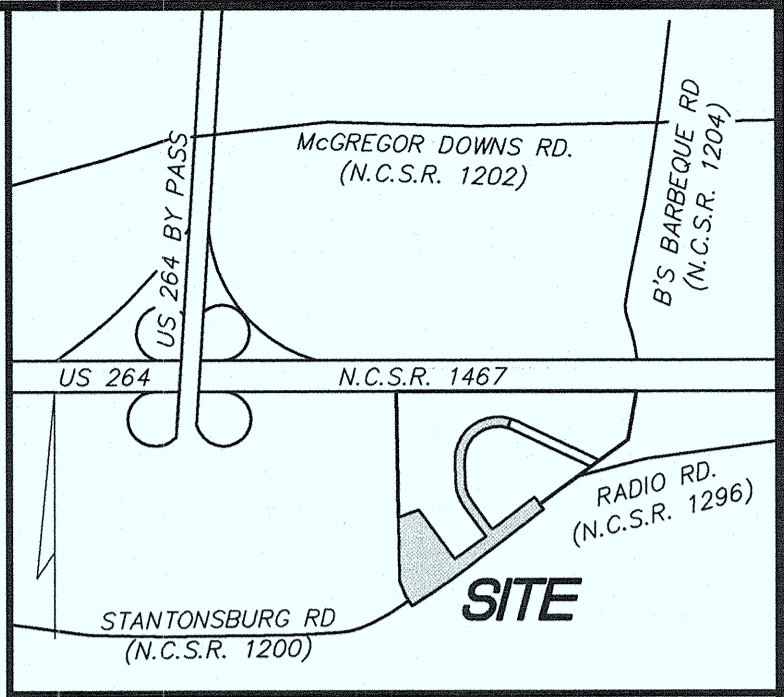
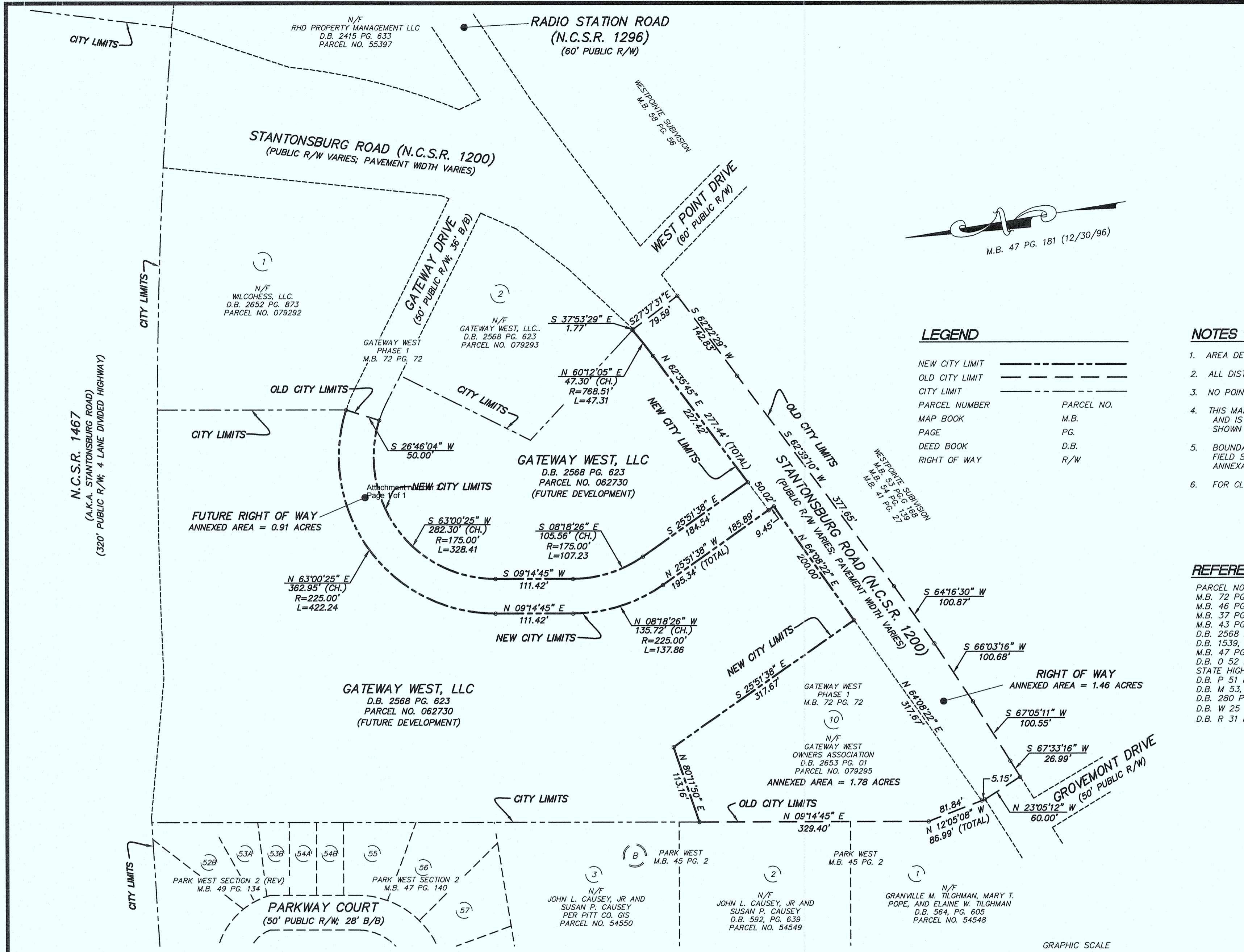
I, Patricia A. Sugg, Notary Public for said County and State, certify that Wanda T. Elks personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

WITNESS my hand and official seal, this the _____ day of _____, 2010.

Patricia A. Sugg, Notary Public

My Commission Expires: September 4, 2011

Document # 854293

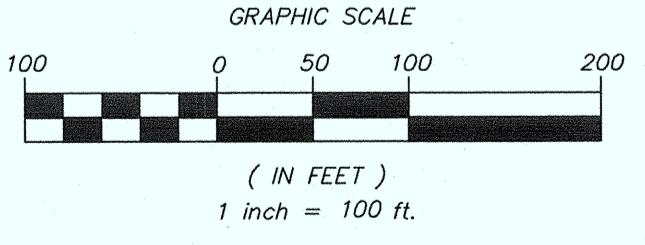


LEGEND

NEW CITY LIMIT	---
OLD CITY LIMIT	---
CITY LIMIT	---
PARCEL NUMBER	PARCEL NO.
MAP BOOK	M.B.
PAGE	PG.
DEED BOOK	D.B.
RIGHT OF WAY	R/W

- NOTES**
1. AREA DETERMINED BY COORDINATES.
 2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
 3. NO POINT SET AT ANY CORNER UNLESS OTHERWISE NOTED.
 4. THIS MAP WAS PREPARED FOR ANNEXATION PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
 5. BOUNDARY INFORMATION FOR GATEWAY WEST IS BASED ON FIELD SURVEY. ALL OTHER INFORMATION TAKEN FROM ANNEXATION MAPS REFERENCED HEREON.
 6. FOR CLARITY EASEMENTS HAVE NOT BEEN SHOWN.

- REFERENCES**
- PARCEL NO. 062730 M.B. 72 PG. 72
 - M.B. 46 PG. 93
 - M.B. 37 PG. 18
 - M.B. 43 PG. 85
 - D.B. 2568 PG. 623
 - D.B. 1539 PG. 448
 - M.B. 47 PG. 181
 - D.B. 0 52 PG. 81
 - STATE HIGHWAY BK. 1, PG. 31A, 31 F, 32 I
 - D.B. P 51 PG. 529
 - D.B. M 53 PG. 700
 - D.B. 280 PG. 764
 - D.B. W 25 PG. 359 (CANNOT DETERMINE LOCATION)
 - D.B. R 31 PG. 551 (CANNOT DETERMINE LOCATION)



ANNEXATION MAP
GATEWAY WEST
 PORTION OF GATEWAY DRIVE AND LOT 10
 ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA

RECORDED IN MAP BOOK _____ PAGE _____

OWNER **GATEWAY WEST, LLC**
 ADDRESS P.O. BOX 30930
 GREENVILLE, NC 27833
 PHONE (252) 355-7757

MAP NO.	PLATS RECORDED	BOOK	PAGE
	ANNEXATION MAP FOR GATEWAY WEST, PHASE 1	71	162
	ANNEXATION MAP FOR WEST POINT SUBDIVISION	37	18
	ANNEXATION MAP FOR PARK WEST SUBDIVISION	43	85

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.
 EFFECTIVE DATE _____ ORDINANCE NO. _____
4.15 ACRES
 AREA

Rivers & Associates, Inc. Engineers Planners Surveyors
 License No. F - 0334
 107 East Second Street
 Greenville, NC 27858
 (252) 752-4135

SURVEYED WC	APPROVED DT
DRAWN AAS	DATE 12/28/09
CHECKED PH	SCALE 1"=100'

CERTIFICATION
 NORTH CAROLINA PITT COUNTY
 I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM INFORMATION REFERENCE HEREON, SUPPLEMENTED WITH FIELD SURVEYS; THAT THE RATIO OF PRECISION IS 1:10,000; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND AND REFERENCED HEREON; I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1)(d) AS TO THE FOLLOWING THAT THIS SURVEY IS OF ANOTHER CATEGORY (ANNEXATION MAP), SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 28th DAY OF DECEMBER, 2009.
 SIGNED *Patrick W. Hartman*
 PROFESSIONAL LAND SURVEYOR
 REGISTRATION NUMBER L-4262



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: 2010-2011 Annual Action Plan for federal HOME Investment Partnership Program and Community Development Block Grant (CDBG)

Explanation: The HOME Investment Partnership Program (HOME) and Community Development Block Grant (CDBG) funding require all participating jurisdictions to prepare and submit an Annual Action Plan detailing how funds will be spent and for what activities. 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.

The Annual Action Plan process requires two public hearings to give citizens an opportunity to participate in the plan development process and provide comments. The purpose of the first public hearing is to present a preliminary budget of activities, receive suggestions/ comments on other eligible activities, and approve the completion schedule.

Fiscal Note: Federal funding will be contingent upon a budget appropriation by Congress to the U.S. Department of Housing and Urban Development. Staff estimates that CDBG funding will amount to approximately \$814,000 and HOME funds will be \$750,000 for the 2010-2011 fiscal year. These award amounts are subject to change pending the final adoption of the 2010-2011 federal budget.

Recommendation: Hold the first public hearing for citizen participation and approve the proposed Annual Action Plan completion schedule.

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

Attachments / click to download

 [2010_AA_Schedule_852270](#)

 [2010_CDBG_HOME_budget_852295](#)

 [2010_budget_descriptions_852520](#)

2010-2011 ANUAL ACTION PLAN **PROPOSED COMPLETION SCHEDULE**

January 8, 2010	Deadline for Submission of Subrecipient Applications for funding
February 1 and 8, 2010	Notice of Public Hearing Publication
February 10, 2010	Subrecipient Organizations present funding request to Affordable Housing Loan Committee
February 11, 2010	First Public Hearing
February 12, 2010	Deadline for Submission of Community Housing Development Organization (CHDO) Applications for funding
March 2, 2010	Redevelopment Commission Review of Draft Annual Action Plan
March 10, 2010	Continuum of Care Group Review of Draft Annual Action Plan
March 10, 2010	Affordable Housing Loan Committee Review/Recommendation of Subrecipient Funding
March 10, 2010	Affordable Housing Loan Committee Review of Draft Annual Action Plan
March 19, 2010	Draft of Annual Action Plan/Staff review
March 29-April 30, 2010	Thirty (30) Day Public Comment Period
March 29, April 5, 2010	Notice of Public Hearing
April 8, 2010	Second and Final Public Hearing
April 8, 2009	City Council Adoption/Resolution
April 22, 2009	Submission to U.S. Dept. of H.U.D.

FY 2009 Annual Action Plan

CITY OF GREENVILLE

Proposed Uses of Federal & Local Funds in FY 2010

(Leveraging Of Funds)

Program / Activity	CDBG Funds	HOME Funds	Other Federal	Housing Bonds	Local Funds	Total	Proposed Units
HOUSING							
AFFORDABLE HOUSING							
Downpayment Assistance	\$0	\$135,000	\$0	\$0	\$30,000		8
Housing Rehabilitation	\$360,000	\$250,000	\$300,000		\$0		10
New Construction	\$0	\$175,000	\$0	\$150,000	\$0		4
Sub-Total	\$360,000	\$560,000	\$300,000	\$150,000	\$30,000	\$1,400,000	22
ADMINISTRATION							
City of Greenville	\$162,000	\$75,000	\$0	\$0	\$150,000		8
Sub-Total	\$162,000	\$75,000	\$0	\$0	\$150,000	\$387,000	8
CHDO							
		\$115,000	\$0	\$0	\$0		1
Sub-Total	\$0	\$115,000	\$0	\$0	\$0	\$115,000	1
PUBLIC SERVICE							
Housing Counseling	\$25,000	\$0	\$0	\$0	\$0		35
Job Training	\$25,000	\$0	\$0	\$0	\$0		15 jobs
Counseling & Outreach	\$15,000	\$0	\$0	\$0	\$0		15
Homeless-10 year Plan	\$30,000	\$0	\$0	\$0	\$0		1 job
Youth Development	\$10,000	\$0	\$0	\$0	\$0		
Contingency	\$17,000	\$0	\$0	\$0	\$0		
Sub-Total	\$122,000	\$0	\$0	\$0	\$0	\$122,000	50
REVITALIZATION							
Acquisition	\$60,000	\$0	\$0	\$0	\$0		4
Clearance/Demolition	\$30,000	\$0	\$0	\$0	\$0		4
Relocation	\$10,000	\$0	\$0	\$0	\$0		4
Public Facility Improvements	\$70,000	\$0	\$0	\$0	\$0		5
Sub-Total	\$170,000	\$0	\$0	\$0	\$0	\$170,000	17
Total	\$814,000	\$750,000	\$300,000	\$150,000	\$180,000	\$2,194,000	98
ECONOMIC DEVELOPMENT							
Infrastructure Improvement		\$0	\$0	\$0	\$0		
Business Incubator		\$0	\$0	\$0	\$0		
Economic Development Total	\$0	\$0	\$0	\$0	\$0	\$0	0
PROGRAM INCOME							
Housing Rehab	\$4,000	\$0	\$0	\$0	\$0		1
Downpayment Assistance	\$0	\$10,000	\$0	\$0	\$0		1
Administration	\$1,000	\$1,000					
Program Income Total	\$5,000	\$11,000	\$0	\$0	\$0	\$16,000	2
PROGRAM DELIVERY							
Program Delivery Total	\$0	\$0	\$0	\$0	\$0	\$0	0
GRAND TOTALS							
GRAND TOTALS	\$819,000	\$761,000	\$300,000	\$150,000	\$180,000	\$2,210,000	100

FY 2010 Budget Descriptions

Program Administration

Description: A maximum of 20% of CDBG and 10% of HOME funds are allocated to cover program management, coordination, monitoring and evaluation expenses, which will include salaries, wages, and related costs. Program administration includes providing local officials and citizens with information about the program; preparing program budgets and schedules; developing interagency agreements with subrecipients and contractors; monitoring program activities for compliance; preparing reports and other documents related to the program for submission to HUD; coordinating resolution of audit and monitoring findings; evaluating program performance; managing and supervising program staff; and travel and training.

Downpayment Assistance

Description: Funds allocated to assist low income residents with “gap financing” in the form of downpayment and closing costs assistance in the purchase of newly constructed homes in the West Greenville 45-Block Revitalization Area or existing homes citywide.

Housing Rehabilitation

Description: Funds allocated to assist low-income homeowners with rehabilitating existing single-family units citywide. The primary intent of this activity is to bring units up to building code and provide decent, safe and sanitary living environments.

New Construction

Description: Funds allocated to construct new single-family units in the West Greenville 45 Block Revitalization Area for low-income first-time homebuyers.

Community Housing Development Organizations (CHDO)

Description: As per HOME requirements, 15% of HOME funds are allocated for certified CHDO's to develop, own or sponsor affordable housing in the West Greenville 45-Block Revitalization Area.

Public Service

Description: A maximum 15% of CDBG funds will be allocated to assist nonprofit organizations with funding for programs those targets homeless and special needs persons, youth development, victims of domestic/family violence, job training, and housing counseling.

Public Facilities Improvement

Description: Funds allocated to assist nonprofits with minor repairs to improve facilities that serve low to moderate income citizens.

Acquisition

Description: Funds allocated to acquire substandard and dilapidated properties in the West Greenville 45 Block Revitalization Area for future development of affordable housing.

Relocation/Displacement

Description: Funds allocated to assist tenants that may be displaced per Federal Uniform Relocation Assistance Regulations as a result of acquisition.



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Resolution affirming support and partnership with the 2010 Census

Explanation: Activities and events are underway to publicize and promote the 2010 U.S. Census. The 2010 Census will provide important statistical data on the population and make-up of communities across the United States. Locally, the results of community information gathered by the U.S. Census forms are used to determine the revenue sharing distribution done by several programs funded by both federal and state agencies. A complete and accurate residential count is of vital importance to the City of Greenville. Data obtained from the census forms is treated with the highest degree of confidentiality and the data must remain confidential for 72 years.

The Census Bureau requests that local communities adopt resolutions in support of the 2010 Census. The attached resolution symbolizes the City of Greenville's commitment and support of the 2010 Census efforts.

Fiscal Note: No direct costs are associated with the adoption of the resolution.

Recommendation: Adoption of the resolution affirming support and partnership with the 2010 Census.

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Attachments / [click to download](#)

RESOLUTION NO. 10- __

RESOLUTION AFFIRMING
CITY OF GREENVILLE, NORTH CAROLINA,
SUPPORT OF AND PARTNERSHIP WITH THE 2010 CENSUS

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, our organization is committed to ensuring every resident is counted; and

WHEREAS, more than \$400 billion per year in federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data, including health care, community development, housing, education, transportation, social services, employment and much more; and

WHEREAS, census data help determine how many seats each state will have in the U.S. House of Representatives and often is used for the redistricting of state legislatures, city councils, county commissioner, and other voting districts; and

WHEREAS, the 2010 Census creates hundreds of thousands of jobs across the nation;
and

WHEREAS, every Census Bureau worker takes a lifetime oath to protect confidentiality and the Census Bureau ensures that the data identifying respondents or their household not be released or shared for 72 years; and

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media and others will allow the 2010 Census message to reach a broader audience, providing trusted advocates who can spark positive conversations about the 2010 Census; and

WHEREAS, our organization;

1. Supports the goals and ideals for the 2010 Census and will disseminate 2010 Census information to encourage participation.
2. Asks its affiliates and membership to work together to achieve an accurate and complete count.
3. Encourages people in our community to participate in events and initiatives that will raise the overall awareness of the 2010 Census and increase participation

among all populations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in regular session held in the Council Chambers of City Hall on the 11th day of February, 2010 to support local and national efforts and programs of the 2010 Census.

This the 11th day of February, 2010.

PATRICIA C. DUNN, MAYOR

ATTEST:

WANDA T. ELKS, CITY CLERK

[SEAL]



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Resolution approving a lease agreement with American Legion Post 160 for property located on the northeast corner of Chestnut Street and North Skinner Street

Explanation: American Legion Post 160 has been leasing the old West End Fire Station located on the northeast corner of Chestnut Street and North Skinner Street since 1997. Post 160 uses the building for its meetings and activities and also allows other groups to use it for meetings and functions. Additionally, Post 160 has recently allowed a nonprofit corporation to use the location as a food distribution site for persons in need. The annual lease payment is \$1, but the Post is responsible for all repairs and maintenance and utilities expense. During the Fall of 2009, the Post invested a substantial amount in accomplishing necessary repairs identified by the City. The most recent lease would have allowed the Post to continue its lease for another five years, but the Post inadvertently failed to provide the required notice to extend the lease term.

The proposed lease is for a five-year period under basically the same terms as the previous lease. This has been considered as a good use of the building, which provides a site for community meetings and functions. The required notice of the intent to authorize the lease has been published. A copy of the lease is attached.

The attached resolution approves the lease agreement with the American Legion Post 160 for the property currently known as the old West End Fire Station located on the northeast corner of the intersection of Chestnut Street and North Skinner Street for a term of five (5) years commencing on March 1, 2010, and terminating on February 28, 2015, for the annual rental sum of one dollar, and does further authorize the City Manager to execute said lease agreement.

Fiscal Note: \$1 to be received as an annual lease payment each year.

Recommendation: Approval of the resolution which approves the lease agreement with the

American Legion Post 160.

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Attachments / click to download

 [Resolution approving Lease Agreement with American Legion Post 160_853650](#)

 [Lease__American_Legion_Post_160_Building_851881](#)

RESOLUTION 10-
RESOLUTION APPROVING LEASE AGREEMENT WITH
AMERICAN LEGION POST 160

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the American Legion Post 160, for the property currently known as the old West End Fire Station located on the northeast corner of the intersection of Chestnut Street and N. Skinner Street for a term of five (5) years commencing on March 1, 2010, and terminating on February 28, 2015, for the annual rental sum of one dollar, and does further authorize the City Manager to execute said Lease Agreement.

This the 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of February, 2010, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and American Legion Post 160, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A building known as the old West End Fire Station located on the northeast corner of the intersection of Chestnut Street and N. Skinner Street, and a specific tract of land upon which the building is located and immediately abutting the building being bounded on the south by the northern right-of-way of Chestnut Street, on the west by the eastern right-of-way of N. Skinner Street, on the north by a line parallel with Chestnut Street forty (40) feet north of the backline of the building, and on the east by a line parallel with N. Skinner Street twenty (20) feet east of the east side of the building at the bottom of the swale.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for five (5) years, commencing on the 1st day of March, 2010, and expiring on the 28th day of February, 2015.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of March of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall use the leased premises for meetings and sponsored functions of the LESSEE and for other meetings and functions specifically approved by the LESSEE. Additionally, LESSEE may allow the leased premises to be used as a food distribution site for persons in need by Brown's New Living, Inc. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR.

4. Additional Limits and Conditions.

In addition to the restrictions on the use of the leased premises set forth in paragraph 3, the LESSEE agrees to the following limits and conditions governing the use of the leased premises:

- a. The possession of and use of alcoholic beverages is prohibited on the leased premises, except for scheduled social functions of the LESSEE held exclusively for the members and guests of the LESSEE.
- b. All use of the leased premises must cease by 9:00 PM, except for scheduled social functions of the LESSEE held exclusively for members and guests of the LESSEE and scheduled meetings of the LESSEE held exclusively for members and guests of the LESSEE.
- c. There shall be no music or sound at the leased premises which violates the provisions of the Noise Control Ordinance contained in Chapter 5 of Title 12 of the Greenville City Code.
- d. Persons not participating in scheduled meetings or functions or activities at the leased premises will not be allowed to loiter on the premises and will be considered as trespassers.

5. Trespass Agreement.

LESSEE shall complete and file with the Greenville Police Department a Trespass Agreement which authorizes Greenville Police Department officers to remove and/or arrest trespassers upon the leased premises. LESSEE shall ensure that the Trespass Agreement is kept current and effective during the term of this Lease Agreement.

6. Use as Polling Site.

LESSOR specifically reserves the right to use the leased premises as a voting polling place when needed.

7. Activities Report.

Within thirty (30) days of a request by the LESSOR, the LESSEE shall provide a written report to the LESSOR on the meetings, functions, and activities occurring on the leased premises during the term of this Lease Agreement.

8. Signage.

No signs shall be erected on the leased premises without the prior written approval of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that LESSEE shall be permitted to install a sign, subject to the approval of the LESSOR, to identify the building as American Legion Post 160.

9. Acceptance of Leased Premises.

The LESSEE agrees to accept the leased premises in its present physical condition.

10. Repairs and Maintenance.

The LESSEE shall, at its expense, be responsible for all maintenance and repairs, both major and minor, of the leased premises. The responsibility of the LESSEE includes, but is not limited to, the following maintenance of the leased premises:

- (a) Routine, periodic maintenance for heating and air conditioning systems including, but not limited to, the replacement of filter pads.
- (b) Maintenance of lawns.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

The LESSEE shall, at its expense, be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in a habitable and usable condition. The LESSEE shall, at its sole expense, keep the leased premises, in good condition, reasonable wear and tear excepted. The LESSEE shall give the LESSOR notice of any repairs made.

The LESSEE shall, at its expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

11. ANNUAL INSPECTION:

During the term of this Lease Agreement, the LESSEE and LESSOR shall make an annual inspection of the leased premises to determine the state of maintenance and repair and to discuss any mutual concerns regarding the upkeep and maintenance of the leased premises. The Chief Building Inspector, the Building and Grounds Superintendent of the Public Works Department, and Risk Manager or their designees shall represent the LESSOR in the annual inspection. The Post Commander or his designee shall represent the LESSEE in the annual inspection. Other employees of the LESSOR or members of the LESSEE may participate in the inspection.

12. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

13. Utilities.

The LESSEE shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

14. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

15. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

16. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that the LESSEE may allow Brown's New Living, Inc. to use the leased premises only as a food or clothing distribution site for persons in need provided that LESSEE shall not charge Brown's New Living, Inc. any fee for the use of the leased premises

17. Indemnity.

The LESSEE agrees to indemnify and save harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs, functions, and activities conducted or approved by the LESSEE on or within the demised premises.

18. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

19. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of

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

20. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased premises or upon the right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

21. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

22. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

23. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:
Post Commander
American Legion Post 160
P.O. Box 7251
Greenville, NC 27835

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

24. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

25. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

26. Entire Agreement.

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

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

CITY OF GREENVILLE

BY: _____
Wayne Bowers, City Manager

AMERICAN LEGION POST 160

BY: _____

Printed Name: _____

Title: _____ Post Commander

**NORTH CAROLINA
PITT COUNTY**

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

WITNESS my hand and official seal, this the ____ day of February, 2010.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that _____, Post Commander of American Legion, Post 160, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of February, 2010.

Notary Public

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Memorandum of understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center

Explanation: The City of Greenville acquired the property in the Fall of 2006, which now comprises the Lucille W. Gorham Intergenerational Center. On September 15, 2006, the City and East Carolina University entered into a Memorandum of Understanding for the provision of services, lease of a building, and site management of the Intergenerational Center. The Memorandum of Understanding has expired, and East Carolina University has agreed to continue the cooperative effort with the City of Greenville in order to provide a multidisciplinary community center in an attempt to meet needs that exist in West Greenville.

The Memorandum of Understanding is for a one-year period with a provision that it could be extended for additional terms upon mutual agreement. The MOU provides that the University will lease the first floor of the Lessie Bass Building. It provides that the University will provide services and activities at the Lessie Bass Building and that it will coordinate with a planning team relating to the services and activities. The planning team consists of persons appointed by the University and members of the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc. (a recently formed nonprofit corporation whose representatives have been working closely with the University in the activities and services at the Lessie Bass Building). The MOU recognizes that the second floor of the Lessie Bass Building may be leased to this nonprofit and provides that the University will cooperate with the shared use of the building. The MOU also provides that the University will provide site management for the Center by developing regulations relating to the use of the Center by the tenants of the Center. Currently, Pitt Community College and Little Willie Center, Inc. are tenants on the property. A copy of the Memorandum of Understanding is attached.




Fiscal Note: There are expenses to the City included in the Public Works Department

budget for maintaining the buildings and grounds at the Lucille W. Gorham Intergenerational Center.

Recommendation: Approval of the Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center.

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

Attachments / click to download

-  [Map of Lucille W. Gorham Intergenerational Center](#)
 -  [Intergenerational_Center_MOU_850881](#)
 -  [Ward_Avenue_Lease_855325](#)
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NORTH CAROLINA
PITT COUNTY

MEMORANDUM
OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this the ____ day of February, 2010, by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the CITY, and East Carolina University, a constituent institution of the University of North Carolina pursuant to N. C. GEN. STAT. 116-1, *et seq.*, Party of the Second Part and hereinafter referred to as the UNIVERSITY;

WITNESSETH:

WHEREAS, North Carolina General Statute 160A-456 authorizes the CITY to engage in community development programs and activities, North Carolina General Statute 160A-492 authorizes the CITY to undertake and engage in human relations programming and activities, and North Carolina General Statute 160A-353 authorizes the CITY to operate recreational facilities;

WHEREAS, North Carolina General Statute 160A-274 authorizes the CITY to lease, upon such terms and conditions it deems wise, to any other governmental unit any interest in real property and North Carolina General Statute 160A-20.1 authorizes the CITY to contract with any person, association, or corporation to carry out a public purpose that the CITY is authorized by law to engage in;

WHEREAS, the UNIVERSITY'S involvement in this cooperative effort is part of its mission of service to promote economic development, community engagement, and to provide educational and service opportunities for its faculty and students; and

WHEREAS, the CITY and the UNIVERSITY have agreed to partner and cooperate with each other in order to operate the facilities known as the Lucille W. Gorham Intergenerational Center.

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

1. Purpose. The purpose of this Memorandum of Understanding is to provide for a cooperative effort between the CITY and the UNIVERSITY for the operation of the Lucille W.

Gorham Intergenerational Center in order to provide a multidisciplinary community center in an attempt to meet needs that exist in West Greenville. To the extent possible and consistent with the missions, resources, and operational limitations of the parties, this purpose will be accomplished by providing services and activities in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, and social work.

2. Definition of Center. For the purpose of this Memorandum of Understanding, the Lucille W. Gorham Intergenerational Center is defined as the property and buildings shown on the attached Exhibit A which is incorporated herein by reference. Buildings located upon the property, as shown on Exhibit A, are the former Sanctuary, former Rectory, former Annex, former School, and the Lessie Bass Building. The Lucille W. Gorham Intergenerational Center is hereinafter referred to as the CENTER. Whenever the CENTER is referred to in this Memorandum of Understanding it does not mean the legal entity of the Lucille W. Gorham Intergenerational Community Center, Inc.

3. Lease. The UNIVERSITY shall lease from the CITY the first floor of the Lessie Bass Building. The lease shall be on the terms as established in a separate lease agreement attached hereto as Exhibit B. It is understood and agreed that the second floor of the Lessie Bass Building, in part or whole, may be leased to the Lucille W. Gorham Intergenerational Community Center, Inc. In the event of such a lease for all or part of the second floor, the UNIVERSITY will cooperate with the Lucille W. Gorham Intergenerational Community Center, Inc. in connection with access to the Lessie Bass Building, the provision of services at the Lessie Bass Building, and other matters relating to the shared use of the Lessie Bass Building.

4. Services at the Lessie Bass Building. During the term of the lease agreement between the CITY and the UNIVERSITY described in Paragraph 3, above, the UNIVERSITY will operate programs and activities at the Lessie Bass Building in order to meet the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in the sole discretion of the UNIVERSITY, after receipt and consideration of input from the planning team hereinafter described, in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, social work services, student support (interns, service learning), interior design services, assessment and

evaluation services, health services, business services, culture and fine arts services, and grant writing support. Subject to availability of appropriate and adequate resources, including but not limited to funding and personnel, the specific programs and activities proposed to be provided by the UNIVERSITY at the Lessie Bass Building are as follows:

- Availability of social work services via UNIVERSITY faculty and/or students;
- Coordination of a planning team to convene on-site at the CENTER on the second Friday of each month. The planning team will consist of the director of UNIVERSITY programs and activities at the Lessie Bass Building, five (5) UNIVERSITY faculty members, appointed by the UNIVERSITY, with at least one (1) of the five (5) being from the UNIVERSITY College of Human Ecology, and five (5) members of the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc., appointed by the Board of Directors of the Lucille W. Gorham Intergenerational Community Center, Inc. The planning team will provide consultation and advice regarding issues that pertain to the development of proposals for, administration and delivery of the services and activities of the CENTER and report those issues to the UNIVERSITY and the CITY;
- Provision of programmatic assessment and evaluation services to all tenants who occupy space and propose to deliver services and activities at the CENTER;
- Requirement of semi-annual service reports from all tenants of the CENTER. The service reports will become a part of the annual service provider evaluation and assessment report generated by the UNIVERSITY;
- Coordination of funding possibilities and grant proposals for the UNIVERSITY and, as appropriate, other tenants relating to use of the CENTER based on needs that exist in West Greenville;
- Provision of assistance for an advisory board relating to the CENTER to consist of representatives from the community, Lucille W. Gorham Intergenerational Community Center, Inc., CITY and UNIVERSITY, said advisory board to provide input to the UNIVERSITY on the tenants as provided in Paragraph 5; and
- Provision of such other services and programs determined to be appropriate by the UNIVERSITY after receipt and consideration of input from the planning team hereinbefore described.

5. Other Tenants. If vacancies occur, the UNIVERSITY will recruit, assess, and approve the tenants that will be providing services and activities at the buildings located at the CENTER other than the first floor of the Lessie Bass Building which will be used by the UNIVERSITY and other than the former Sanctuary which will not be leased to a tenant but,

instead, will be used as a community building for meetings, programs and events approved by the UNIVERSITY. In determining the tenants, the UNIVERSITY will establish and utilize a process which includes input from an advisory board consisting of representatives from the community, Lucille W. Gorham Intergenerational Community Center, Inc., CITY and UNIVERSITY. The tenants, if any, shall be chosen by the UNIVERSITY upon the recommendation of the advisory board with the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: youth development, adult education, job training and placement, home ownership readiness counseling, and social work. The CITY will be the lessor in the lease with each tenant located at the CENTER.

6. Utilities, Maintenance and Repairs. The CITY or the tenant as provided in a lease will be responsible for the expense for the utilities (not including telephone services and network connections), maintenance, and repairs of all buildings located at the CENTER except that, during the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible for the expense for telephone and network connections serving or used for that portion of the Lessie Bass Building leased to UNIVERSITY and the UNIVERSITY will be responsible for the expense of utilities at the Lessie Bass Building. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible, at the tenant's expense, for utilities, telephone and network connections unless the CITY determines otherwise. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant leases the property in its existing condition and that the tenant shall make no material alterations, additions, improvements, or renovations to the property without the prior approval of the CITY.

7. Operation Expenses. During the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible for providing, at its expense, the staffing, furniture, equipment, supplies, and other items necessary for its programs and activities in that portion of the Lessie Bass Building leased by the UNIVERSITY. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible for providing, at the tenant's expense, the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which they conduct.

8. Housekeeping Services. During the term of the lease agreement described in Paragraph 3, above, the UNIVERSITY will be responsible, at its expense, for housekeeping, cleaning, and janitorial services for that portion of the Lessie Bass Building leased by the UNIVERSITY. The lease of each tenant of a building, or portion of a building, located at the CENTER shall provide that the tenant is responsible, at the tenant's expense, for housekeeping, cleaning, and janitorial services at the buildings or portions of building used by them for the provision of programs and activities at the CENTER.

9. Report. The UNIVERSITY will provide a written report to the CITY on an annual basis which describes the services being provided at the CENTER, describes issues related to the CENTER, and evaluates the activities and effectiveness of the programs and activities being provided at the CENTER.

10. Site Management Duties. In addition to recruiting, assessing, and approving tenants, the UNIVERSITY will develop regulations relating to the use of the CENTER by the tenants, said regulations to include, but not be limited to, the manner to resolve any disputes or conflicts involving the tenants and the manner to respond to complaints by the tenants, which shall be made binding upon the tenants under the terms of their respective leases. It is understood and agreed that said regulations shall not result in a fee or a charge to a tenant unless the tenant expressly agrees. Additionally, the UNIVERSITY will advise the CITY of any needed repairs or maintenance. The CITY will make repairs in an expedient manner. The payment of any rental amounts from tenants shall be made directly to the CITY and will be retained by the CITY.

11. Hold Harmless. To the extent permitted and limited by the laws of North Carolina, the CITY will indemnify and hold the UNIVERSITY harmless from any liabilities which are associated with its activities as the owner of the CENTER, and its activities relating to its responsibilities as described in this Memorandum of Understanding to the extent that such liability for damages is caused by or results from the acts of the CITY, its officers or employees. The UNIVERSITY will be responsible for the conduct of its officers and employees arising out of the performance of this Memorandum of Understanding to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent

that such liability for damages is caused by or results from the acts of the UNIVERSITY, its officers or employees. The lease of each tenant located at the Intergenerational Center shall provide that, to the extent permitted and limited by the laws of North Carolina, the tenant will indemnify and hold the CITY and the UNIVERSITY harmless from any liabilities associated with the programs and activities conducted by the tenant at the CENTER.

12. Naming of Center and Buildings. The CITY shall have the sole right to name the CENTER and the individual buildings located at the CENTER. No signs shall be erected at the CENTER without the express written approval of the CITY. The CITY will consult with the UNIVERSITY prior to naming the CENTER and the individual buildings located at the CENTER and prior to approving the erection of any signs at the CENTER. The lease of each tenant located at the CENTER shall provide that the CITY has the sole right to name the CENTER and the individual buildings located at the CENTER and that no signs shall be erected at the CENTER without the express written approval of the CITY.

13. Duration. The term of this Memorandum of Understanding shall be for a period of one (1) year commencing on March 1, 2010. This Memorandum of Understanding may be extended for an additional term(s) upon the mutual written agreement of the parties.

14. Amendment. This Memorandum of Understanding contains the entire understanding of the parties and shall not be altered, amended, or modified, except by an agreement in writing executed by the duly authorized officials of both the UNIVERSITY and the CITY.

15. Governance. This Memorandum of Understanding shall be governed by the laws of the State of North Carolina.

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

CITY OF GREENVILLE

By: _____
Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

EAST CAROLINA UNIVERSITY

By: _____
Steve Ballard, Chancellor

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF PITT

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2010, by and between the **City of Greenville**, hereinafter designated as Lessor, and the **State of North Carolina**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Greenville, County of Pitt**, North Carolina, more particularly described as follows:

Being ±1,806 square feet of office space located at St. Gabriel's Covenant, First Floor, 1100 Ward Avenue, Greenville, Pitt County, North Carolina. (Exhibit A – Floor Plan Attached)

(ECU – Intergenerational Center)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of one (1) year commencing on the **1st day of March, 2010**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **28th day of February, 2011**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$24,999.00** for per annum, which sum shall be paid in equal monthly installments of **\$2,083.25**, said rental to be payable within fifteen (15) days from receipt an original invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

RENEWAL

This lease agreement may be renewed for two (2) additional one (1) year periods upon mutual agreement in writing by Lessor and Lessee and in the event of such renewal, all of the terms and conditions of this lease agreement shall continue in full force and effect.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.
- C. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- D. Parking.
- E. The leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- F. Any fire or safety inspection fee and stormwater fee will be paid by Lessor.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee, and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof,

or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises were destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. 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, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased 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.

10. The Lessor agrees that the 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 leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term, or any extension thereof, 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.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premises leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. 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 the Lessor at **c/o City Manager, Post Office Box 7207, Greenville, North Carolina 27835-7207** and the Lessee, **c/o Associate Vice Chancellor for Administration and Finance – Business Services, ECU, 224 Ragsdale Building, Greenville, North Carolina 27858-4353**. 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.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

Speros J. Fleggas
Deputy Secretary

City of Greenville

Wayne Bowers
City Manager

ATTEST:

Secretary

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Speros J. Fleggas**, personally appeared before me this date and acknowledged the due execution of the foregoing instrument as the Deputy Secretary of the Department of Administration of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2010.

Notary Public

Print Name

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2010.

Notary Public

Print Name

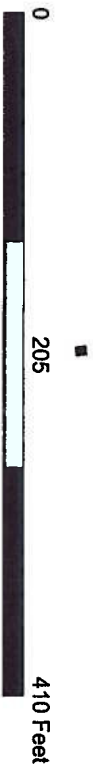
My Commission Expires:

Exhibit A: Lucille W. Gorham Intergenerational Center



Building	Name
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building

Boundary of Property





City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Resolution approving a lease agreement with the State of North Carolina for the first floor of the Lessie Bass Building located at 1100 Ward Avenue

Explanation: The State of North Carolina has been leasing the first floor of the Lessie Bass Building at the Lucille W. Gorham Intergenerational Center since November 2006. The building has been leased for the purpose of East Carolina University offering programs and activities in order to meet the objective of providing a multidisciplinary community center in an attempt to meet needs that exist in West Greenville. The University has been working closely with the community in providing these programs and activities - in particular with the recently formed nonprofit corporation Lucille W. Gorham Intergenerational Community Center, Inc. This nonprofit will be leasing the second floor of the Lessie Bass Building under a separate lease agreement, and both the University and the nonprofit will be working together as set forth in the memorandum of understanding relating to the Lucille W. Gorham Intergenerational Center.

This lease has expired, and the State desires to continue to lease the first floor. The proposed lease is for a one-year term with a provision for an extension for two additional one-year terms upon mutual agreement. The terms and conditions of the previous lease remain basically the same. This includes an annual rental payment to the City in the amount of \$24,999. The required notice of intent to authorize the lease has been published. A copy of the lease is attached.

The attached resolution approves the lease agreement with the State of North Carolina for the property located on the first floor of the Lessie Bass Building located at 1100 Ward Avenue, Greenville, North Carolina, for a term of one (1) year with a provision for an extension for two additional one-year terms upon mutual agreement, and for an annual rental payment of twenty-four thousand nine hundred ninety-nine dollars (\$24,999), and does further authorize the City Manager to execute said lease agreement.

Fiscal Note: Twenty-four thousand nine hundred ninety-nine dollars (\$24,999) is to be

received as an annual rental payment each year.

Recommendation: Approval of the attached resolution which approves the lease agreement with the State of North Carolina.

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

Attachments / click to download

[Resolution approving Lease Agreement with State of North Carolina Lucille W. Gorham Intergenerational Center 853654](#)

[Ward Avenue Lease 855325](#)

RESOLUTION 10-____
RESOLUTION APPROVING LEASE AGREEMENT WITH
THE STATE OF NORTH CAROLINA

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the State of North Carolina, for the property located on the first floor of the Lessie Bass Building located at 1100 Ward Avenue, Greenville, North Carolina, for a term of one (1) year with a provision for an extension for two additional one-year terms upon mutual agreement, and for an annual rental payment of twenty-four thousand nine hundred ninety-nine dollars (\$24,999), and does further authorize the City Manager to execute said Lease Agreement.

This the 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF PITT

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2010, by and between the **City of Greenville**, hereinafter designated as Lessor, and the **State of North Carolina**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Greenville, County of Pitt**, North Carolina, more particularly described as follows:

Being ±1,806 square feet of office space located at St. Gabriel's Covenant, First Floor, 1100 Ward Avenue, Greenville, Pitt County, North Carolina. (Exhibit A – Floor Plan Attached)

(ECU – Intergenerational Center)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of one (1) year commencing on the **1st day of March, 2010**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **28th day of February, 2011**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$24,999.00** for per annum, which sum shall be paid in equal monthly installments of **\$2,083.25**, said rental to be payable within fifteen (15) days from receipt an original invoice.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

RENEWAL

This lease agreement may be renewed for two (2) additional one (1) year periods upon mutual agreement in writing by Lessor and Lessee and in the event of such renewal, all of the terms and conditions of this lease agreement shall continue in full force and effect.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Maintenance and cleaning of lawns, shrubbery, sidewalks and parking areas.
- C. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.
- D. Parking.
- E. The leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- F. Any fire or safety inspection fee and stormwater fee will be paid by Lessor.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee, and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof,

or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises were destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. 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, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased 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.

10. The Lessor agrees that the 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 leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term, or any extension thereof, 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.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premises leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. 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 the Lessor at **c/o City Manager, Post Office Box 7207, Greenville, North Carolina 27835-7207** and the Lessee, **c/o Associate Vice Chancellor for Administration and Finance – Business Services, ECU, 224 Ragsdale Building, Greenville, North Carolina 27858-4353**. 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.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

Speros J. Fleggas
Deputy Secretary

City of Greenville

Wayne Bowers
City Manager

ATTEST:

Secretary

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Speros J. Fleggas**, personally appeared before me this date and acknowledged the due execution of the foregoing instrument as the Deputy Secretary of the Department of Administration of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2010.

Notary Public

Print Name

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2010.

Notary Public

Print Name

My Commission Expires:



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Resolution approving a lease agreement with Lucille W. Gorham Intergenerational Community Center, Inc. for the second floor of the Lessie Bass Building located at 1100 Ward Avenue

Explanation: The Lucille W. Gorham Intergenerational Community Center, Inc. filed its Articles of Incorporation as a nonprofit corporation with the North Carolina Secretary of State on October 7, 2009. The incorporators listed in the Articles of Incorporation are Dr. Tom Irons, Gracie Vines, William Robinson, Rose H. Glover, Mildred Council, Ozie L. Hall, and Howard Conner. This group of citizens, along with other citizens, have been working closely with East Carolina University in providing the programs and activities at the Lessie Bass Building in order to meet the objective of providing a multidisciplinary community center to meet needs that exist in West Greenville. The nonprofit corporation was formed so that the community could more formally become involved in the Center including leasing the second floor of the Lessie Bass Building so that additional areas could be available for some programs and activities. East Carolina University concurs with this arrangement, and the Memorandum of Understanding between the City and the University relating to the Lucille W. Gorham Intergenerational Center recognizes this cooperation.

The proposed lease is for a one-year term with a provision for an extension for two one-year terms upon mutual agreement. This term and the other terms and conditions of the lease basically parallel the provisions of the lease with the State for the second floor except that the annual rental amount is a nominal amount of \$1. The lease also provides for the nonprofit to cooperate with East Carolina University relating to matters involving the shared use of the Lessie Bass Building. The required notice of the intent to authorize the lease has been published. A copy of the lease is attached.

The attached resolution approves the lease agreement with the Lucille W. Gorham Intergenerational Community Center, Inc., for the property located on the second floor of the Lessie Bass Building located at 1100 Ward Avenue, Greenville, North Carolina, for a term of one (1) year with a provision for an

extension for two additional one-year terms upon mutual agreement, and for an annual rental payment of one dollar, and does further authorize the City Manager to execute said lease agreement.

Fiscal Note: \$1 to be received as an annual lease payment each year.

Recommendation: Approval of the resolution which approves the lease agreement with the Lucille W. Gorham Intergenerational Community Center, Inc.

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Attachments / click to download

[Resolution approving Lease Agreement with Lucille Gorham Intergenerational Center 853659](#)

[Lease Agreement Lucille W. Gorham 2nd floor Lessie Bass Building 853456](#)

RESOLUTION 10-
RESOLUTION APPROVING LEASE AGREEMENT WITH
LUCILLE W. GORHAM INTERGENERATIONAL COMMUNITY CENTER, INC.

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the Lucille W. Gorham Intergenerational Community Center, Inc., for the property located on the second floor of the Lessie Bass Building located at 1100 Ward Avenue, Greenville, North Carolina, for a term of one (1) year with a provision for an extension for two additional one-year terms upon mutual agreement, and for an annual rental payment of one dollar, and does further authorize the City Manager to execute said Lease Agreement.

This the 11th day of February, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of February, 2010, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and Lucille W. Gorham Intergenerational Community Center, Inc., a North Carolina non-profit corporation, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

The office space located on the second floor of the Lessie Bass Building located at 1100 Ward Avenue, Greenville, North Carolina.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for a period of one (1) year, commencing on the 1st day of March, 2010, and expiring on the 28th day of February, 2011. The term of this Lease Agreement may be extended for two (2) additional one year periods upon mutual agreement in writing by the LESSOR and LESSEE and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in full force and effect.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of March of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall conduct programs and activities at the leased premises which relate to a multidisciplinary community center in order to meet the needs of West Greenville including, but not limited to, youth development, adult education, job training and placement, home ownership counseling, and social work. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR. LESSEE shall be responsible, at its expense, for providing the staffing, furniture, equipment, supplies and other items necessary for the programs and activities which the LESSEE conducts.

4. Parking Lot and Common Areas.

LESSEE shall have the use of the parking lot at the Lucille W. Gorham Intergenerational Center and the common areas, as designated by the LESSOR, of the Lucille W. Gorham

Intergenerational Center on the same basis and pursuant to the same regulations and requirements as applicable to other persons and entities that are leasing portions of the Lucille W. Gorham Intergenerational Center. For the purpose of this Lease Agreement, the Lucille W. Gorham Intergenerational Center is defined as the property and buildings shown on the attached Exhibit A which is herein incorporated by reference.

5. Intergenerational Center.

LESSOR and LESSEE understand and agree that this Lease Agreement and the programs and activities being provided by the LESSEE at the leased premises are a component of the efforts of the LESSOR and East Carolina University to provide, at the Lucille W. Gorham Intergenerational Center, a multidisciplinary community center in an attempt to meet needs that exist in West Greenville by providing services and activities in such areas which may include, but are not necessarily limited to, the following: adult education, job training and placement, home ownership readiness counseling, and social work. LESSEE understands and agrees that East Carolina University will develop regulations relating to the use of the Lucille W. Gorham Intergenerational Center by the tenants of the Lucille W. Gorham Intergenerational Center. It is understood and agreed that said regulations shall not result in a fee or a charge to the LESSEE unless the LESSEE expressly agrees. The LESSEE agrees that the regulations relating to the use of the Lucille W. Gorham Intergenerational Center which are developed by East Carolina University shall be binding upon the LESSEE. The LESSEE shall comply with the regulations relating to the use of the Lucille W. Gorham Intergenerational Center which are developed by East Carolina University. Additionally, the LESSEE shall cooperate with East Carolina University and the other tenants of the Lucille W. Gorham Intergenerational Center in order to assist in the effort to provide a multidisciplinary community center at the Lucille W. Gorham Intergenerational Center in order to meet needs that exist in West Greenville.

6. Activities Report.

LESSOR and LESSEE understand and agree that the leased premises will be actively used by the LESSEE. Within thirty (30) days of a request, the LESSEE shall provide a written report to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Lucille W. Gorham Intergenerational Center can be generated.

7. Signage.

No signs shall be erected on the leased premises or the Lucille W. Gorham Intergenerational Center without the prior written approval of the LESSOR. It is understood and agreed that the LESSOR has the sole right to name the Lucille W. Gorham Intergenerational Center and the buildings located at the Lucille W. Gorham Intergenerational Center.

8. Shared Use of Building.

It is understood that the LESSEE is only leasing the second floor of the Lessie Bass Building and that the first floor of the Lessie Bass Building is being leased by the State of North Carolina for use by East Carolina University. The LESSEE will cooperate with East Carolina University in connection with access to the Lessie Bass Building, the provision of services at the

Lessie Bass Building, and other matters relating to the shared use of the Lessie Bass Building. In the event there is a conflict relating to any matter involving the shared use of the Lessie Bass Building which cannot be resolved by the LESSEE and East Carolina University, the LESSEE shall comply with the decision of East Carolina University relating to the unresolved matter involving the shared use of the Lessie Bass Building since it is understood and agreed that East Carolina University has the primary use of the Lessie Bass Building and LESSEE has a supplemental use of the Lessie Bass Building.

9. Repairs and Maintenance.

LESSEE agrees to accept the leased premises in its existing condition. The LESSOR shall, at its expense, be responsible for the following maintenance at the leased premises:

- (a) Maintenance of heating and air conditioning systems, electrical facilities, lighting fixtures and sockets, hot and cold water facilities, and toilet facilities.
- (b) Maintenance of lawns and parking areas.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

The LESSOR shall be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light fixture ballasts, heating and air conditioning filter pads, and broken glass.

The LESSEE shall, at its sole cost and expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

10. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

11. Utilities.

It is understood that East Carolina University is responsible for the utility expense at the Lessie Bass Building. Therefore, the LESSEE shall not be responsible for providing and paying for any charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all similar charges in connection with the occupancy of the leased premises.

12. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

13. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

14. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR.

15. Indemnity.

To the extent permitted and limited by the laws of North Carolina, LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees from and against any and all liabilities, claims, and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises. To the extent permitted and limited by the laws of North Carolina, LESSEE agrees to indemnify and hold harmless East Carolina University and its officers and employees from and against any and all liabilities, claims, and demands whether from injury to person, loss of life, or damage to property, associated with the programs and activities conducted by the LESSEE on or within the demised premises.

16. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

17. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of

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

18. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased property or upon the right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

19. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities except in connection with access relating to the shared use of the Lessie Bass Building with East Carolina University. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment. In addition, East Carolina University shall have the right to access the leased premises in what reasonably appears to be an emergency situation (e.g. the presence of smoke) for purposes of taking action believed necessary to preserve the health or safety of persons or property. East Carolina University will make a good faith effort to contact a representative of LESSEE by telephone prior to accessing the leased premises if the situation allows, but in any event will notify LESSEE that such access has been made immediately afterward. LESSEE will provide emergency contact information to East Carolina University and update the same as necessary.

20. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

21. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:
Lucille W. Gorham Intergenerational
Community Center, Inc.
Gracie Vines, Registered Agent
1104 Ward Street
Greenville, NC 27834

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

22. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

23. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

24. Memorandum of Understanding.

It is understood that the LESSOR and East Carolina University have entered into a Memorandum of Understanding for the purpose of providing a cooperative effort between the LESSOR and East Carolina University for the operation of the Lucille W. Gorham Intergenerational Center in order to provide a multidisciplinary community center in an attempt to meet needs that exist in West Greenville.

25. Entire Agreement.

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

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

CITY OF GREENVILLE

BY: _____
Wayne Bowers, City Manager

**LUCILLE W. GORHAM
INTERGENERATIONAL
COMMUNITY CENTER, INC.**

BY: _____

Printed Name: _____

Title: _____

**NORTH CAROLINA
PITT COUNTY**

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

WITNESS my hand and official seal, this the ____ day of February, 2010.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that _____, _____ of the Lucille W. Gorham Intergenerational Community Center, Inc., personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the _____ day of February, 2010.

Notary Public

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Funding for emergency repairs at the Extreme Park

Explanation: For many years, the Extreme Park has served the City's BMX and skateboard community, and was one of several important factors in the City being designated "Sportstown USA" for North Carolina by Sports Illustrated Magazine and the National Recreation and Park Association.

Last year, Parks Division staff anticipated repairs would be needed for a specific element (the "double half-pipe with center spine") within the Extreme Park (the BMX and skateboard facility located at Jaycee Park), and proposed that funds be included within the upcoming capital budget to address this need. Recent inspections, however, determined that the potential for the failure of this element and serious injuries to users required its immediate removal. Appropriation of emergency repair funds will enable its timely replacement.

The emergency repair proposal will be presented to the Recreation and Parks Commission on February 10, 2010. A recommendation from the Commission will be reported at the February 11, 2010 City Council meeting.

Fiscal Note: An appropriation of \$41,900 is needed for these emergency repairs and is proposed to be taken from the General Fund Contingency. The current balance in the Contingency account is \$181,980.

Recommendation: Approve the appropriation of \$41,900 from the General Fund Contingency account for the replacement of a double half-pipe at the Extreme Park.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 2/11/2010
Time: 7:00 PM

Title of Item: Landscape maintenance of railroad rights-of-way within the City of Greenville

Explanation: The railroad rights-of-way within the City of Greenville are maintained presently by Carolina Coastal Railway (East to West) and CSX (North to South). The railway companies maintain the railway to facilitate safe travel of trains, and for adequate sight distance at intersections. Railroad companies' maintenance standards are based on safety and function rather than aesthetics.

There are several sections of the railroad that are very prominent from roadways within the city. The section of CSX rail line from Dickinson Avenue north to the River is particularly prominent, as it is in the center section of the city. This section not only has vegetative growth that is unattractive but also collects litter and debris that is visually unappealing.

The City Council established in their 2009 Goals and Objectives an objective to work with railroad companies to maintain vegetation in the area outside of the flagman zone (25' from rail center line) but within the right-of-way of the railroad. Public Works staff met with CSX regarding the possibilities of entering into a beautification agreement. CSX supports the agreement, but the City is responsible for costs of maintenance of the area without subsidy from the railroad.

At the September 10, 2009 City Council Meeting, staff presented two options for maintaining the railroad rights-of-way. Option 1 was to maintain all railroad rights-of-way within the city, and Option 2 was to maintain only the area between Dickinson Avenue and the Tar River on the CSX line. City Council asked staff to bring back to Council a recommendation that was in between the two options. Public Works staff has prepared an estimate (Attachment 1) of the cost of the recommended areas of maintenance (Map of recommended maintenance areas is Attachment 2 and pictures of recommended areas are shown in Attachment 3). The estimate of \$32,400 is based on four mowing and litter collection cycles per year of 21,000 lineal feet (~30 acres). The areas recommended for city maintenance are as follows:

- CSX line from Howell St. to W. 3rd St.
- CSX line in vicinity of Arlington intersection
- CSX line in vicinity of Greenville Blvd. intersection
- CSX line along N. Greene St. in vicinity of Farmer St. to vicinity of Pactolus Hwy. intersection
- CSX line along N. Memorial Dr. from vicinity of N. Greene St. intersection to vicinity of Hwy. 903 intersection
- Coastal Carolina Railroad line in vicinity of Greenville Blvd. and 14th St. intersections
- Coastal Carolina Railroad line in vicinity of Dickinson Ave. intersection

Staff requests Council guidance in order to complete development of the Department's budget. If City Council directs staff to pursue maintenance of the railroad rights-of-way, staff must:

- Develop landscape maintenance agreement(s) with one or both railroad companies
- Present to City Council the proposed maintenance agreement(s) for consideration and approval
- Establish Maintenance Plan for 2010-2011

Fiscal Note:

The estimated cost of \$32,400 to maintain the recommended area will be included in the FY 2010-11 and FY 2011-12 budget if City Council directs staff to pursue maintenance of the railroad rights-of-way.

Recommendation:

Staff requests guidance on whether or not to pursue landscape agreements with railroad companies.

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

Attachments / click to download

- [Map of Railroads](#)
- [Railroad Photographs](#)
- [Estimate for Maintaining Railroads](#)

Attachment 1

Estimate for Maintaining Railroad Rights-of-ways

Recommended Areas to Maintain:

- | | |
|--|------------------|
| • CSX line from Howell to W. 3 rd St. | 3500 lineal feet |
| • CSX line at Arlington intersection | 1500 lineal feet |
| • CSX line at Greenville Blvd. intersection | 1500 lineal feet |
| • CSX line along N. Greene St from Farmer St. to Pactolus Highway | 3400 lineal feet |
| • CSX line along N. Memorial Drive from N. Greene St. to Highway 903 | 8800 lineal feet |
| • Carolina Coastal Railway at Greenville Blvd And 14 th St. intersections | 1500 lineal feet |
| • Dickinson Ave. Overpass Area | 800 lineal feet |

Tasks to Perform:

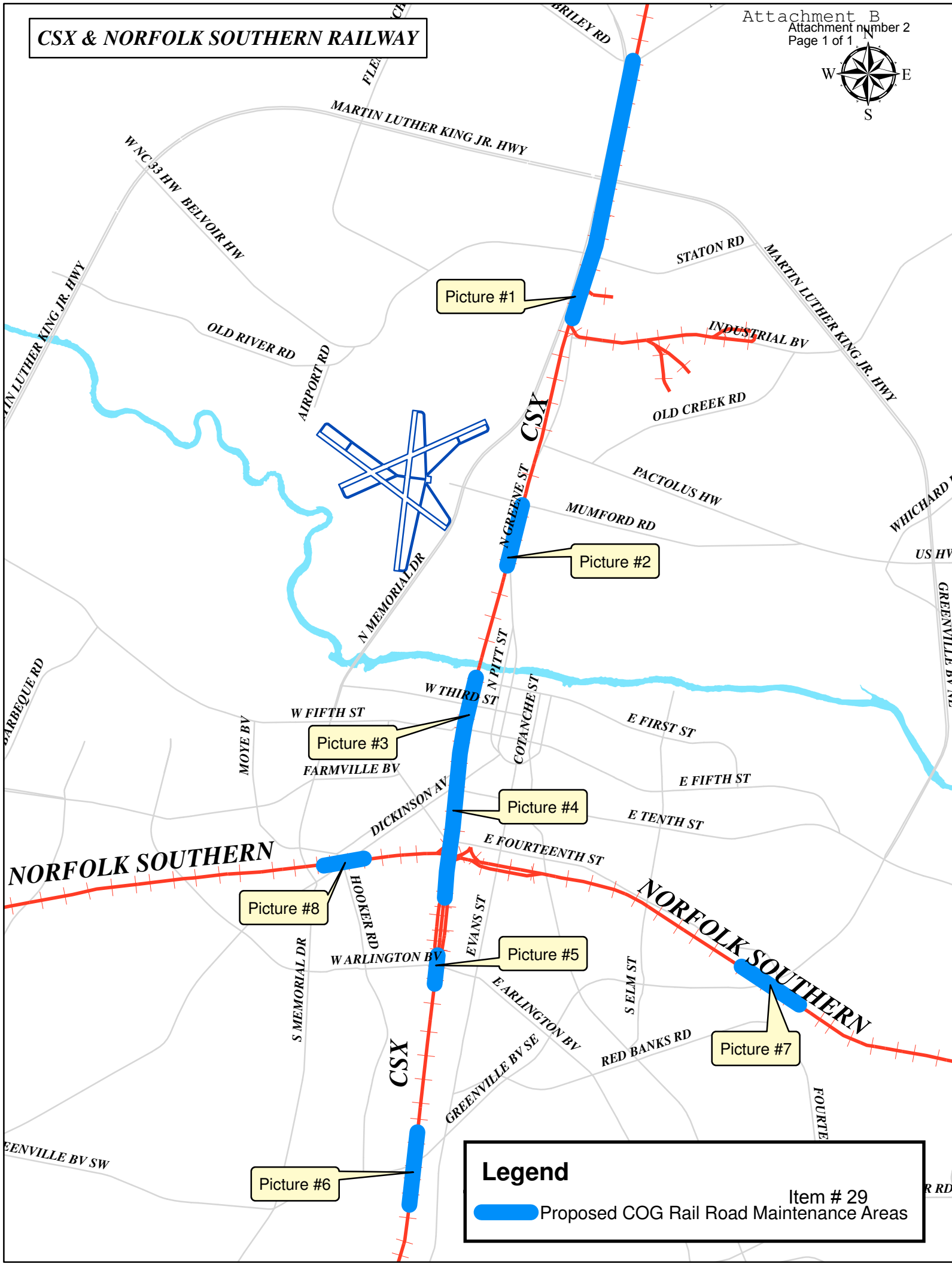
- Mow (Four times per year)
- Litter pickup (Four times per year)
- Selected application of Growth Retardants (2 times per year)

Prerequisites:

- Negotiate a draft maintenance agreement with Railroad(s)
- Gain approval from City Council for Maintenance Agreement(s)
- Bid Mowing Contract
- Complete required training for contractors and in-house staff
- Establish maintenance schedule

Estimated cost per year:

- | | |
|---|-----------------|
| • Contract Mowing (Combination of small mowers, tractor mowers, and side arm mowers) | |
| - Estimated \$70 per acre (~30 acres) | \$ 8,400 |
| • Litter Pickup | \$ 5,000 |
| • Safety Equipment | \$ 1,000 |
| • Application of Growth Retardent | \$10,000 |
| • Required Training (10 people X \$400) CSX/NS | <u>\$ 8,000</u> |
| • Total Cost per year | <u>\$32,400</u> |



Legend

Item # 29
Proposed COG Rail Road Maintenance Areas

PROPOSED CITY OF GREENVILLE RAILROAD MAINTENANCE AREAS



PICTURE#1



PICTURE#2



PICTURE#3

PROPOSED CITY OF GREENVILLE RAILROAD MAINTENANCE AREAS



PICTURE#4



PICTURE#5



PICTURE#6

PROPOSED CITY OF GREENVILLE RAILROAD MAINTENANCE AREAS



PICTURE#7



PICTURE#8