



Agenda

Greenville City Council

November 8, 2010
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Mercer

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Appointments

1. Appointments to Boards and Commissions
2. Appointments to Cable Television Government Access Channel Ad Hoc Advisory Committee

VII. Consent Agenda

3. Minutes from the August 9, 2010 City Council meeting
4. Resolution accepting dedication of rights-of-way and easements for Carrington Square, Section Two; Carrington Square; Upton Tract, Phase I; Westpointe, Section 7; Westpointe Duplexes, Section 2; Westpointe, Section 8; and Westpointe, Section 4, Phase 1
5. Right-of-way encroachment agreement with The Clark Group to allow the construction of a groundwater monitoring well in the right-of-way of West Thirteenth Street, east of Washington Street
6. Resolution approving a municipal agreement with the North Carolina Department of

Transportation for Section 5303 Planning Grant Funds

7. Budget ordinance amendment #4 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57) and amendment to the Drew Steele Center Capital Project Fund (Ordinance No. 09-42)
8. Various tax refunds

VIII. Old Business

9. Ordinance amending Horizons Plan 2009-2010 Update: Planning and Zoning Commission recommended change to the Future Land Use Plan Map, Area of Interest 6 located on SW Greenville Boulevard
10. Resolution Adopting a Code of Ethics for the City Council of the City of Greenville

IX. New Business

Public Hearings

11. Second reading and final adoption of an ordinance granting a taxicab franchise to Sani Bello, d/b/a Unity Cab Company
12. Second reading and final adoption of an ordinance granting a taxicab franchise to Valentine Perkins, d/b/a Earlybirds Taxicab Company
13. Ordinance to annex Langston Farms, Section 11, Phase 1, involving 6.4380 acres located north of Langston Farms, Phase 8A, located off Honeysuckle Drive
14. Ordinance to annex Firetower Commercial Village, Lot 3, involving 0.6488 acres located north of Fire Tower Road approximately 463 feet east of South Memorial Drive
15. Ordinance initiated by City Council to amend the Future Land Use Plan Map to designate all City-owned parkland as CO (Conservation/Open Space), and to amend Horizons: Greenville's Community Plan directing the Director of Community Development to amend the Future Land Use Plan Map to include all future municipal parkland in the CO category
16. Ordinance initiated by City Council to establish a minimum waiting period between the date a petition to amend the Future Land Use Plan Map is denied and the initiation of a subsequent similar petition, and to consider revision to the minimum waiting period between the date of denial of a petition to amend the Zoning Map and the initiation of a subsequent similar rezoning petition

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

17. Presentations by boards and commissions
 - a. Public Transportation and Parking Commission
 - b. Recreation and Parks Commission
18. Town Common Master Plan
19. Ordinance amending the Manual of Fees for Recreation and Parks facility rentals
20. Agreement with The Little Willie Center, Inc. of Pitt County to lease portions of the Lucille W. Gorham Intergenerational Center
21. Adoption of series resolution for Greenville Utilities Commission bond refunding
22. Erosion of stream banks located on private properties
23. Presentation on Title 6, Chapter 5 of the City Code relating to "Tree Protection Prior to Development"
24. 2011 Schedule of City Council Meetings
25. Fiscal Year 2011-2012 Budget Schedule

X. Comments from Mayor and City Council

XI. City Manager's Report

XII. Closed Session

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

<u>Title of Item:</u>	Appointments to Boards and Commissions
<u>Explanation:</u>	City Council appointments or reappointments need to be made to the Affordable Housing Loan Committee, Community Appearance Commission, and Police Community Relations Committee.
<u>Fiscal Note:</u>	No fiscal impact.
<u>Recommendation:</u>	Make appointments or reappointments to the Affordable Housing Loan Committee, Community Appearance Commission, and Police Community Relations Committee.

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

Appointments to Boards and Commissions

November 8, 2010

Affordable Housing Loan Committee

Council Liaison: Council Member Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
Brian Becker (Regular Member)	4	Second term	Resigned	February 2012
Craig Rouse (Alternate)	5	First term	Resigned	February 2012

Community Appearance Commission

Council Liaison: Council Member Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
LaRonda Hodges	3	Filling unexpired term	Moved out of state	April 2011

Police Community Relations Committee

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Bari Muhammed (Council Member Glover)	2	First term	Eligible	October 2010
Patricia Pertalion (Council Member Blackburn)	3	First term	Eligible	October 2010

Applicants for Affordable Housing Loan Committee

Jackie Parker
3709 Live Oak Lane
Greenville, NC 27858

District #: 5

Application Date: 7/8/2010

Home Phone:
Business Phone:
Email: mrjparker@aol.com

Sterling Reid
2802D Mulberry Lane
Greenville, NC 27858

District #: 5

Application Date: 10/15/2010

Home Phone: (252) 258-0841
Business Phone: (252) 317-8206
Email: sterlingreid@kwgreenville.com

Applicants for Community Appearance Commission

Jeffrey Johnson
2008 Pinecrest Drive
Greenville, NC 27858

District #: 4

Application Date: 2/12/2009

Home Phone: (252) 355-0644
Business Phone: (704) 968-1051
Email: jsjkey@gmail.com

John Weitz
1806 E. First Street, Apt. A1
Greenville, NC 27858

District #: 3

Application Date: 9/13/2010

Home Phone: (404) 502-7228
Business Phone: (252) 328-6579
Email: jweitz@bellsouth.net

Wayne M. Whipple
3102 Cleere Court
Greenville, NC 27858

District #: 4

Application Date: 3/9/2009

Home Phone: (252) 321-0611
Business Phone: (252) 327-9475
Email: whipple_w@yahoo.com

Applicants for Police Community Relations Committee

Charles H. Farley
206 Oxford Road
Greenville, NC 27858

District #: 4

Application Date: 2/12/2009

Home Phone: (252) 355-6474
Business Phone: (252) 752-7181
Email: privatepilot@earthlink.net

Aaron Lucier
1516 Thayer Drive
Winterville, NC 28590

District #: 5

Application Date: 9/7/2010

Home Phone: (252) 321-3910
Business Phone: (252) 328-2758
Email: lucier@ecu.edu

Wayne M. Whipple
3102 Cleere Court
Greenville, NC 27858

District #: 4

Application Date: 3/9/2009

Home Phone: (252) 321-0611
Business Phone: (252) 327-9475
Email: whipple_w@yahoo.com

Deryck Steven Wilson
1203 Franklin Drive
Greenville, NC 27858

District #: 3

Application Date: 11/7/2008

Home Phone: (252) 714-5950
Business Phone: (252) 321-5200
Email: deryckwilson@topproducer.com



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

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- Title of Item:** Appointments to Cable Television Government Access Channel Ad Hoc Advisory Committee
- Explanation:** Staff will report to the City Council the Cable Television Government Access Channel Ad Hoc Advisory Committee appointments.
- Fiscal Note:** No direct cost to the City.
- Recommendation:** Receive staff report on appointments to the Cable Television Government Access Channel Ad Hoc Advisory Committee.

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City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

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- Title of Item:** Minutes from the August 9, 2010 City Council meeting
- Explanation:** Proposed minutes from the August 9, 2010 City Council meeting are submitted for review and consideration for approval by the City Council
- Fiscal Note:** No direct cost to the City
- Recommendation:** Review the proposed minutes from the August 9, 2010 City Council meeting and consider approval of same

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 [Proposed Minutes August 9 2010 City Council meeting 881883](#)

MINUTES PROPOSED FOR ADOPTION
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, AUGUST 9, 2010



A regular meeting of the Greenville City Council was held on Monday, August 9, 2010 in the Council Chambers, located on the third floor at City Hall, with Mayor Patricia C. Dunn presiding. Mayor Dunn called the meeting to order at 6:00 pm. Council Member Mercer requested that a moment of silence be observed, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

Wayne Bowers, City Manager, stated that the presentation by the Police Community Relations Committee has been rescheduled for the September 9, 2010 meeting and should be removed from the current agenda. A motion was made by Council Member Joyner, and seconded by Council Member Blackburn, to approve the agenda with the requested deletion. The motion was approved by unanimous vote.

CONSENT AGENDA

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

1. Minutes from the May 10 and May 13, 2010 City Council meetings and the May 24, 2010 Joint City Council/Greenville Utilities Commission meeting
2. Ordinance enacting and adopting Supplement #2010-S1 to the City of Greenville's Code of Ordinance



3. Resolution accepting dedication of rights-of-way and easements for Teakwood Green Subdivision, Phase One
4. Interlocal agreement with Pitt County on a cooperative effort to expand the Feed the Bin Recycling program to all Pitt County Schools
5. Contract award to Greenways, Inc. for the development of a Bicycle and Pedestrian Master Plan
6. Reimbursement resolution for Greenville Utilities Commission's heavy equipment and vehicles purchases through installment loan
7. Resolutions authorizing Greenville Utilities Commission applications under the State Revolving Fund Loan Program for Sterling Pointe and Westside Regional Wastewater Pumping Stations
8. Water and sewer capital project budget ordinances for Greenville Utilities Commission's NCDOT Highway 43 Water & Sewer Improvements Project – Phase II
9. Budget ordinance amendment #1 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57) and amendment to the Energy Efficiency Recovery Grant Fund (Ordinance No. 10-15), an ordinance establishing the Energy Efficient Revolving Loan Fund (Ordinance No. 05-127) and the West Greenville Revitalization Fund (Ordinance No. 05-50)
10. Various tax refunds
11. Report on bids awarded

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

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

This item was removed from the agenda as a result of the Police Community Relations Committee having been rescheduled to September 9, 2010.



LOCAL CENSUS RESULTS

Akilah Ensley, Partnership and Data Service Coordinator for the US Census Bureau, stated that about 400 individuals were employed from the Greenville/Pitt County area to work on the 2010 Census project and explained how workers were selected and trained for collection of census data. Although official census totals will not be available until March 2011, Ms. Ensley reported that Greenville had a 68% return rate on census forms, which compares favorably to its 62% rate of return for the 2000 Census. She briefly explained media outreach campaigns and data collection strategies targeted at capturing information from hard-to-reach segments of the community. She said that someone from the Census Bureau would return when final results are available to share those results and to explain how Census data can be accessed.

AUDIT UPDATE BY MCGLADREY AND PULLEN, LLC

Lou Cannon, Lead Partner with McGladrey and Pullen, LLC, introduced James Sargeant and Gary Ridgeway, who will be working with him on the audit project. He then explained the scope of services to be performed, which will include audits of financial statements as of June 30, 2010 for the City of Greenville, Greenville Utilities Commission (GUC), Sheppard Memorial Library and the Pitt-Greenville Convention and Visitors Bureau. In addition to audit reports for each entity, McGladrey and Pullen will also provide compliance reports and a management recommendations letter.

Mr. Cannon stated that effective communication between his firm and members of the Council and Management is essential in developing a constructive working relationship. The primary objective of the audit is to present a fair and impartial opinion on each entity's financial statements in accordance with accounting practices generally accepted within the United States. He gave a brief explanation of how that objective would be accomplished and outlined his firm's schedule for completion of the audit process.

EROSION OF STREAM BANKS ON PRIVATE PROPERTIES

Lisa Kirby, Civil Engineer II with the Engineering Division of the City's Public Works Department, addressed issues related to erosion of stream banks located on private property, beginning with a brief summary of her original presentation on March 1, 2010 and a subsequent follow-up. In particular, the concern relates to streams which carry city water and are in need of bank stabilization or stream restoration. Bank stabilization can be accomplished with natural or structural supports to prevent bank slumping and undercutting of trees. Projects usually involve reducing the angle of the bank, placing and securing biodegradable matting, re-planting the slope and other structural techniques. Stream restoration is a more holistic approach that returns the stream and its surrounding ecosystem to its condition prior to development and is typically characterized by stream relocation, re-establishment of the riparian buffer, controls to reduce velocity and energy and various water quality/quantity components.



Ms. Kirby stated that a survey of other communities similar to Greenville revealed that Asheville, Concord and Greensboro do not address erosion on private property, nor do they take any measures to prevent future erosion. Cary, Durham, Gastonia, Raleigh and Winston-Salem have a cost share program to address erosion on private property. Charlotte, Wilmington, Rocky Mount, Jacksonville, Fayetteville and Wilson fund erosion projects from their General Fund or through a Stormwater Utility.

Ms. Kirby reported there are currently 65 known projects throughout Greenville and discussed the location of some of the more significant needs. She then explained the participation criteria and analysis process, which is summarized as follows:

 <p>CITY OF GREENVILLE, NC CITY COUNCIL MEETING</p> <h3>Participation Criteria</h3> <ul style="list-style-type: none"> • Projects must be erosion on private property located on a "blue-line" stream and not maintained by another agency or entity. • Stream must carry, in whole or in part, runoff from publically maintained property. • Stormwater Utility Fees for properties receiving assistance must be paid in full (no past due accounts). 	 <p>CITY OF GREENVILLE, NC CITY COUNCIL MEETING</p> <h3>Participation Criteria (Continued)</h3> <ul style="list-style-type: none"> • Property improvements such as in-ground pools, landscaping, fences, parking, etc. do not qualify for protection under this program. • Structures located in the floodway do not qualify for protection. • Projects created and/or exacerbated by infrastructure installed by the property owner do not qualify.
 <p>CITY OF GREENVILLE, NC CITY COUNCIL MEETING</p> <h3>Analysis Process</h3> <ul style="list-style-type: none"> • Verify project meets established criteria. • Inspect stream 200 LF upstream and 200 LF downstream from project site. • Stream restoration if: <ul style="list-style-type: none"> – there is erosion on 5 or more properties. – there is erosion on a total of 200 LF of stream. • All others considered bank stabilization. 	

Ms. Kirby stated that analysis revealed 20 projects which did not meet criteria, 18 which were appropriate for stream restoration, 15 in need of bank stabilization, 7 which had been repaired by the owner or developer and 5 that had been repaired by the Greenville Utilities Commission. Mr. Bowers added that GUC sewer lines often run along stream banks and if the line is exposed by erosion, it is in GUC's best interest to stabilize the bank.



Ms. Kirby stated that approximately 4.3 miles of streams were identified as restoration projects and those include (1) Meetinghouse Branch from west of Tuckahoe Drive to Oxford Road, (2) Green Mill Run from Country Club Drive to the Greenville Country Club property line, (3) Reedy Branch from 14th Street to 10th Street, (4) Bells Branch from 89 to 101 Barnes Street, (4) an un-named tributary running from Kent Road to Meetinghouse Branch, (5) another un-named tributary from 315 St. Andrews Drive to 205 St. Andrews Drive, (6) Fornes Branch from Charles Boulevard to Greenville Boulevard and (7) an un-named tributary from 969 Woodridge Park Road to the crossing under Woodridge Park Road.

Ms. Kirby then described the ranking process used to evaluate potential bank stabilization projects and identified the fifteen addresses which were evaluated, as listed hereunder:



A discussion followed which covered topics of concern to the Council such as insuring that any improvements made are environmentally sound, possible funding sources, and methods to insure all potential problem areas are evaluated by providing citizens with a means to request evaluation of their property if they feel there is a need.



In summary, Ms. Kirby stated the facts are that there are 185 miles of potential jurisdictional streams within the City limits. The North Carolina Department of Environmental and Natural Resources, Division of Water Quality regulates activities in the streams and riparian buffer. City staff estimates that 10% of stream miles within the City limits are potentially in need of bank stabilization projects and stabilization cost is estimated at \$396,000 per mile. Additionally, they estimate another 5% of stream miles are in need of restoration at a cost of \$1,082,400 per mile.

Ms. Kirby requested that the Council adopt a program to address these needs or make a decision to leave the responsibility with the property owner. She stated the staff recommendation is to adopt a hybrid approach which will utilize a cost-share approach with property owners.

More discussion ensued related to potential funding sources for projects and the impact of a cost-share arrangement on property owners. Ms. Kirby indicated that most cities utilizing a cost-share approach had a loan program in place to allow citizens to cover their share of the cost. Concern was expressed about reliance on grant funding, because the approval process could result in delays which could allow conditions to worsen and could be seriously detrimental in situations where homes are in jeopardy of being lost to erosion.

Mayor Pro-Tem Kittrell stated that development standards have changed significantly in the City and he feels some of those changes have helped with this problem, but stream conditions will always change and there will be an ongoing problem to some extent. He then moved to implement a hybrid approach to address both bank stabilization and stream restoration, with immediate attention being given to some of the more pressing needs. Council Member Blackburn seconded the motion.

Council Member Glover referred to Ms. Kirby's recommendations on a hybrid approach, which indicated coverage of bank stabilization costs with available funding and utilization of grant funding for stream restoration projects. She expressed concern that restoration needs would be delayed awaiting grant approval.

Mayor Pro-Tem Kittrell stated his motion was to move forward with both types of projects, without waiting for grants. Mr. Holec asked Council Member Blackburn if she accepted that clarification with her second of the motion. Council Member Blackburn indicated her acceptance.

Council Member Mercer pointed out nothing in Mayor Pro-Tem Kittrell's motion specifically addressed project funding. Mayor Pro Tem Kittrell indicated that funding should be addressed when Ms. Kirby comes back with specific project recommendations.

The Council voted unanimously to approve the clarified motion to implement a hybrid approach to address both bank stabilization and stream restoration, without waiting for



approval of grant funding, and with immediate attention being given to some of the more pressing needs.

RESOLUTION OF INTENT TO CLOSE A PORTION OF PENNSYLVANIA AVENUE AND JONES STREET

Wes Anderson, Director of Public Works, asked that the Council consider adoption of a resolution of intent to close a portion of Pennsylvania Avenue located north of Spruce Street, and to close and relocate a portion of Jones Street to connect to Spruce Street. The petition for closure and abandonment of the street segments was submitted by the Pitt County Board of Education. They are in the design process for conversion and renovation of the Sadie Salter School for use as administrative offices and special need classrooms. To facilitate the planned renovations, the Board of Education is proposing the relocation of Jones Street for direct access to Spruce Street. All existing utilities that remain will have dedicated easements. The proposed closures would be conditional upon the Board of Education completing the required improvements and submitting the final plat dedicating the new, relocated right-of-way for Jones Street and recombining the affected parcels.

Mr. Anderson stated that his staff supports the request, based on the proposed plan. He stated that all appropriate public notification procedures would be followed, including publishing the resolution of intent once weekly in The Daily Reflector for four weeks. A final resolution to close said street portions will be presented for consideration at the Council's September 9, 2010 meeting.

Council Member Glover asked how long the closure and rerouting might take. She expressed concern about potential traffic problems in her district. Mr. Anderson stated the portion of Pennsylvania Avenue affected by the closure only impacted the school itself and he showed the rerouting of Jones Street on a map. Mr. Bowers commented that the relocation would actually be an improvement for residents using Jones Street.

A motion was made by Council Member Joyner to adopt the resolution of intent to close a portion of Pennsylvania Avenue and Jones Street, seconded by Council Member Glover. There being no further discussion, the motion passed by unanimous vote.

RESOLUTION EXEMPTING THE DREW STEELE CENTER DEVELOPMENT PROJECT FROM THE STATUTORY PROCUREMENT PROCESS FOR ARCHITECTURAL AND CONSTRUCTION MANAGER AT RISK CONTRACTUAL SERVICES

Lamarco Morrison, Parks Planner, stated that staff recommends exempting the Drew Steele Center Development Project from the statutory procurement process for architectural and construction manager at risk contractual services. Based on their history with this project and the work they've done over the past three years, staff recommends continuing the existing relationships with Hite Associates, PC and R. R. Miller Construction, Inc.



Council Member Smith asked if approval of the recommended exemption means these two contractors automatically get the project without other contractors having the opportunity to bid. Mr. Morrison stated they would get the project automatically, however, R. R. Miller as construction manager at risk would have to solicit for his first and second tier subcontractors. R. R. Miller would not actually be performing construction of the project; they are merely managing the process.

Mr. Holec clarified that the Council has the authority to waive the bid process for administration and design if there are certain circumstances that cause it to make sense to do so, but the actual construction must be put out for bid. Additionally, they must comply with state requirements related to percentages for minorities and women in award of these subcontracts.

Council Member Joyner stated it is his understanding that both Hite Associates and R. R. Miller have both made some contributions in-kind toward the Drew Steele Project, and they are not trying to make a profit in this instance but are merely doing this as a service to the City in support of the project. Mr. Morrison agreed, stating that R. R. Miller has actually gotten commitments from some of the contractors to donate their work at cost or to donate materials to support the project. He stated he did not believe funding currently available would be sufficient to do the project without going this route to get the various donated and reduced cost services. As construction manager at risk, R. R. Miller is guaranteeing the City that the project can be done for the \$1 million budgeted or less, unless the City changes the scope of the project.

Council Member Blackburn moved to adopt the resolution based on staff recommendations. Council Member Joyner seconded the motion, which passed by unanimous vote.

CODE ENFORCEMENT RESOURCES FUNDING AGREEMENT WITH EAST CAROLINA UNIVERSITY

Mr. Bowers stated the proposed agreement was included with agenda packets, and results from a similar arrangement that has been in place for several years between the University of Virginia and the City of Charlottesville, VA. In this agreement, the University provides funding to the City for an additional inspector to do housing-related inspections in the neighborhoods surrounding the university. Representatives of both the University and the City felt this was a good approach to stabilizing those neighborhoods.

Mr. Bowers stated he and the Mayor presented the idea to the Chancellor several months ago and he was interested in getting full details from Charlottesville and the University of Virginia. Since then, the information has been provided and an agreement drafted for how this could be done in North Carolina. The agreement presented for Council consideration is for ECU to provide funding, up to \$48,500, to cover the cost of salary and benefits for an



additional Code Enforcement Officer to do more concentrated code enforcement in the area identified in the agreement and shown on the map. This is an additional position and does not replace any existing position. This agreement should prove to be a good deal for both the City and the University toward accomplishing many of the goals for that area. Additionally, as there are times of the year that we have to pull code enforcement from other areas in to address needs in this area, there would be some beneficial impact City-wide since it would minimize the need to do that. He recommended Council approve the agreement.

Council Member Smith noted that the agreement sets a term of three years. She asked what the plan is for the person hired into this position at the end of the three-year period. Mr. Bowers replied it is his hope that the plan will have proven effective and the University will be interested in continuing the arrangement beyond the three-year period. If that does not happen, then another arrangement would have to be made.

Council Member Smith asked about the approximate cost for providing necessary equipment and transportation for this employee. Mr. Bowers responded that while it is possible a vehicle would have to be purchased, transportation can likely be covered with existing vehicles. He stated there potentially could be around \$3,100 in one-time costs for things like a computer, uniforms, etc. Ongoing costs would be minimal.

Council Member Joyner asked about boundaries for the coverage area. Mr. Bower referred to a map presented with the item, but stated that essentially the boundaries are like those established with ECU for their extended police jurisdiction, except for the downtown area since there are very few residences in that area.

Following considerable discussion about the allocation of code enforcement resources throughout Greenville, Council Member Mercer moved to approve the agreement, seconded by Council Member Blackburn.

Council Member Joyner stated this was a great idea in some respects in that it engages someone else to cover costs, but expressed concern that it is a form of special treatment for one area of the City. He stated that ECU is represented throughout the City and asked why the person hired could not work throughout the entire City.

Mayor Dunn stated the area around the university is one the City is hoping to revitalize, regardless of who lives there. The agreement offered focuses on the area surrounding the university and the Council should either vote for or against it as presented.

Council Member Blackburn stated that given the density of violations and staff time involved in enforcement in the university area, the addition of a code enforcement officer funded by ECU will help relieve the burden on the entire staff and decrease the need for officers from other areas to come in to assist with violations. In that sense, there should be



a general improvement overall, which perhaps will set a different barometer for what is acceptable.

Discussion continued relative to allocation of code enforcement resources throughout Greenville, then Mayor Dunn asked the Council to vote on the motion before them. The Council then voted unanimously to approve the agreement with ECU for funding of code enforcement resources.

AMENDMENT TO THE BOARDS AND COMMISSIONS POLICY

Council Member Joyner stated he'd asked that this item be considered because he feels the current practice of allowing the Council Liaison to a board or commission to have all of the appointments for filling vacant seats on that board is unfair to other Council Members, particularly for those boards which are decision-making. He expressed the desire that all of the Council Members have the opportunity to recommend members for policy-making boards such as the Board of Adjustment and Planning and Zoning, adding that he feels the current membership of these boards does not adequately represent the Council or the citizens of Greenville. He then moved to amend the Boards and Commissions policy, much like the Redevelopment Commission, to allow each Council Member and even the Mayor to get a pick on Planning and Zoning, Parks and Recreation and the Board of Adjustment. Council Member Glover seconded the motion.

Council Member Mercer expressed concern about Council Member Joyner's choice of wording as he shared his views on how appointments are made. He stated while the Council Liaison does make the initial recommendation to fill vacancies on the boards they serve, the decision is made by the full Council. Any member of the Council is free to move that an alternate person be appointed to fill a vacant seat.

Mayor Dunn stated she is not sure that these boards make policy. The City Council makes policy. The Board of Adjustment is an arm of the Court that deals with factual information on special use permits or variances related to interpretation of the Code that must stand up in a court of law. It is not a recommending body, but it also does not make policy. Both Planning and Zoning and Parks and Recreation make recommendations to the Council. The policy for Council Liaisons making nominations for appointments has been in place throughout her tenure as Mayor and the six years she served as a Council Member prior to that. She stated she sees the role of the Liaison as one who oversees the work of a board and tries to recommend or nominate people who are interested in serving on that particular board, as well as note when people don't attend or are not faithful in their membership.

Council Member Smith stated as she listened to both sides of the debate, what surprised her was how long some elected officials have served without having the opportunity to have served as Liaison to the boards referenced by Council Member Joyner, and thus have the opportunity to make recommendation for appointments to those boards. She suggested



since the Mayor appoints the Council Liaison to each board, perhaps consideration should be given to the frequency at which Liaison appointments are rotated. She also suggested if the Council didn't want to make changes to allow each Council Member to get a pick for these boards the way they do with Redevelopment and Housing, perhaps it could be structured so that each district is represented by a member on each of these boards.

Mayor Dunn pointed out the City has about twenty Boards and Commissions, so unless a particular elected official remains in office for a considerable length of time, it is unlikely that he or she will have the opportunity to serve as Council Liaison to all of the City's boards.

Council Member Blackburn expressed concern that the Council would even consider making changes to current practices for Council Liaison rotation and the manner in which recommendations are made for appointments to boards and commissions. She stated she felt the duty of serving as a Council Liaison was one of great importance and that the individual serving in that capacity to any of the City's boards and commissions had a responsibility to be well versed in the activities of that group and the issues before them. She stated a fully-involved Council Liaison is the person in best position to make a thoughtful recommendation for appointment to fill a vacant seat, and in doing so, he or she has an obligation to choose the best possible candidate, while remaining committed to diversity and perspective and balance. She again expressed her concern that the Council would want to change the current practice, but questioned if there was an interest in changing that practice, why was it only being applied to a few of the City's Boards and Commissions rather than to all of them.

Council Member Joyner stated the Council had already made a change with the Housing Authority, and asked if the concern is that the Liaison make the appointment, then why does he not get all the picks for the Redevelopment Commission, which he serves on. He stated that Council Member Mercer spoke about Council Liaisons making the nominations to fill vacant seats, but it being up to the Council to approve the appointment. He stated in the three years he'd been in office, the Liaison's nomination had always been rubber-stamped by the Council. No one has ever questioned anyone else's nomination. It has always just been a courtesy vote.

Council Member Joyner stated if the policy for nominations to these boards is not changed, he is going to start asking some tough questions when nominations are made. He is going to start putting up other candidates for consideration. But that's not fair either. Right now, the Mayor – not Mayor Dunn specifically, but the office in general -- has the power to put like-minded people into the Liaison role, who then get the picks for who serves on these boards. Last year, the Council saw fit to change this for the Housing Authority, and it has been changed for the Redevelopment Commission. Council Member Joyner said he feels it is appropriate to change it for the Planning and Zoning Commission, the Recreation and Parks Commission and the Board of Adjustment, adding that there may be others appropriate to change as well.



Council Member Glover referenced a report on Gender Equity on the City's Boards and Commissions which was recently provided to the Council by the City Clerk's office, commenting that a similar report on ethnicity would be useful. She stated that African Americans often do not list their race on talent bank applications because they know if they do, they won't be picked. There are never any ethnic changes on these boards, so perhaps it is time to change the rules for how appointments are made. She expressed her support of Council Member Joyner's right to question how appointments are made.

Council Member Blackburn agreed that recommendations to fill vacancies should fairly reflect the ethnicity of the community, as well as other comparative factors, with a goal of increasing diversity in all forms. She stated she is very concerned that two of the three boards Council Member Joyner has proposed for change are boards for which she serves as Council Liaison, and while she doesn't think specifically in terms of parceling things out, two of her appointments thus far have been Caucasian and two have been African American. For the two appointments she is recommending tonight, one comes from District 1 and the other is from District 5. She then stressed serving as Council Liaison is a precious duty and she believes the Council should strive to increase diversity to the extent possible, but the current Council should not be held responsible for the decisions of previous Councils.

Council Member Mercer stated he is very concerned that the Council is about to take a very negative action, one that will cause the quality of output and recommendations of the City's boards to decrease. In his role as a Council Liaison to three boards, he goes to meetings of those boards as much as his schedule permits and he watches their meetings on TV when he is unable to attend. He reads their minutes and works with staff to address any problems. If the Council Liaison takes that role seriously, it is a very time consuming job. If that Council Member will be called upon to occasionally make recommendations for appointments to all boards and commissions, then he or she has to become an expert on all of them in order to make informed recommendations. He stated he does not feel Council Members have time to do that effectively.

Council Member Mercer then restated his earlier concern about Council Member Joyner's choice of wording in referring to the "picks" or "appointments" made by Council Liaisons, adding that he believes it is the responsibility and right of all Council Members to object to any nomination he or she disagrees with and to counter with reasons for the objection or to submit alternate nominations. While he agrees that Council Member Joyner is correct in saying nominations are routinely approved, he believes that is a choice made because no one is twisting anyone's arm to support a particular nomination.

Council Member Mercer asked that votes taken on this matter be taken by hand. He stated he is well-aware that only three boards are being proposed for change and those seem to have a theme; the effect is to impact recommendations on land use. He urged the Council to consider the potential impact on how the City is grown in terms of its land use plan.



Council Member Glover took exception to Council Member Mercer's assertion that the proposed change in nomination process would impact the quality of those boards affected. She stated she feels there are people in all of the City's districts who are qualified to serve.

Council Member Smith stated she believes each Council Liaison has made a well thought-out nomination when announcing his or her recommendation, but she feels making appointments based on districts would create a balance that was more representative of the City as a whole. She added that if the Council considers making a change, she would like to see the Greenville Utilities Commission and the Pitt-Greenville Airport Authority included as well.

General discussion continued, then Council Member Smith moved to table discussion until the September meeting so that consideration could be given to whether other boards should be included in any proposed policy change. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

REVIEW OF AUGUST 12, 2010 AGENDA

The Council did a cursory review of the August 12, 2010 City Council agenda and reviewed nominations for appointments to Boards and Commissions.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

Council Member Smith encouraged people to watch the Jackie Robinson League playoffs, then extended her condolences to the family of Michael Dixon.

Mayor Pro-Tem Kittrell stated he'd had a bad week personally with some family sickness and commented that Mr. Dixon's untimely death serves as a reminder that a person's time on earth is limited. No one really knows how much time he or she has, and the heated topics people choose to argue about truly pale in comparison.

Council Member Blackburn added her sympathy for the Dixon family, and expressed further condolences to the family of Tommy Falcone, as well as the families of those young men involved in the violence. She then announced there will be a Blood Drive at Public Works on August 11th and said the United Way is collecting school supplies, which can be dropped off at the Pitt County Offices on Eighth Street.



Council Member Glover asked if anyone knew when work on the gym floor at the Eppes Center would be complete. Mark Gillespie, Superintendent of Parks, stated work had been put on hold due to settling in the rear of the building. Council Member Glover asked that he advise the City Manager when work was complete so he could update the Council.

Council Member Glover wished speedy recoveries to Police Chief William Anderson and Animal Control Supervisor Tim Langley, who are out for medical reasons. She added that the Dixon family is on her prayer list as well.

Council Member Glover then expressed concern that the City Manager was obligated to get concurrence from the Recreation and Parks Commission when hiring a Director for the Recreation and Parks Department. She then moved to have the City Attorney draft an ordinance for consideration by the Council to change that practice so that the hiring decision rests fully with the City Manager. Council Member Mercer seconded the motion, which passed by unanimous vote. Mr. Holec stated he would prepare an ordinance for consideration in September.

Council Member Glover asked if the City would be getting a table for the East Carolina Vocational Center annual banquet. Council Member Mercer stated the scheduling of this year's banquet is in conflict with the City Council meeting on October 14th.

Council Member Glover closed by stating emphatically that rumors suggesting she has called for the resignation of the Chief of Police are false. She stated she is a staunch supporter of Chief Anderson.

Mayor Dunn added her condolences to those previously offered to the Michael Dixon family and expressed commendation for all that Mr. Dixon had accomplished in his 54 years, with significant contributions to the local community in many areas. She said she hoped his legacy would be honored and recognized for many years.

Mayor Dunn congratulated the Greenville Aquatics and Fitness Center for having placed 10th in the United States for top aquatics programs for 2010. She also extended congratulations to the Little Willie Center for their successful cucumber garden and pickle-making project.

CITY MANAGER'S REPORT

Mr. Bowers stated that, subject to the Council's approval, a Joint Session with the Greenville Utilities Commission (GUC) would be held on August 23, 2010 at 5:30 pm in lieu of the regular City Council meeting. If approved, the meeting will be held in the GUC Board Room on the second floor of their office behind City Hall. Topics of discussion will include Other



Post Employment Benefits and various issues related to Health Insurance. Mr. Bowers stated a long meeting is anticipated and a meal will be provided.

Council Member Blackburn moved to amend the City Council's regular meeting schedule to include a Joint Meeting with GUC on August 23, 2010 at 5:30 pm in the GUC Board Room in lieu of the regular City Council meeting at City Hall on that same date at 6:00 pm. Mayor Pro-Tem Kittrell seconded the motion, which passed by unanimous vote.

Mr. Bowers stated a memo had been distributed on July 21, 2010 regarding an update to the City's Comprehensive Plan and recommending that a Council meeting be set aside for its discussion. He recommended the September 20, 2010 meeting be designated for that purpose.

Council Member Blackburn moved to designate the City Council's September 20, 2010 meeting for discussion of the "Horizons: Greenville's Community Plan 2009-2010 Update". Council Member Mercer seconded the motion, which passed by unanimous vote.

ADJOURNMENT

Mayor Pro-Tem Kittrell moved to adjourn the meeting, seconded by Council Member Joyner. There being no further discussion, the motion passed by unanimous vote. Mayor Dunn adjourned the meeting at 9:53 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Resolution accepting dedication of rights-of-way and easements for Carrington Square, Section Two; Carrington Square; Upton Tract, Phase I; Westpointe, Section 7; Westpointe Duplexes, Section 2; Westpointe, Section 8; and Westpointe, Section 4, Phase 1

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Carrington Square, Section Two (Map Book 53 at Page 164); Carrington Square (Map Book 51 at Page 180); Upton Tract, Phase I (Map Book 69 at Page 46); Westpointe, Section 7 (Map Book 58 at Page 147); Westpointe Duplexes, Section 2 (Map Book 54 at Page 139); Westpointe, Section 8 (Map Book 62 at Page 159); and Westpointe, Section 4, Phase 1 (Map Book 58 at Page 147). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plats showing the rights-of-way and easements are also attached.

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

Recommendation: Adopt the attached resolution accepting dedication of rights-of-way and easements for Carrington Square, Section Two; Carrington Square; Upton Tract, Phase I; Westpointe, Section 7; Westpointe Duplexes, Section 2; Westpointe, Section 8; and Westpointe, Section 4, Phase 1.

Attachments / click to download

- [📄 Carrington Square Section Two](#)
 - [📄 Carrington Square](#)
 - [📄 Upton Tract Phase I](#)
 - [📄 Westpointe Section 7](#)
 - [📄 Westpointe Duplexes Section 2](#)
 - [📄 Westpointe Section 8](#)
 - [📄 Westpointe Section 4 Phase 1](#)
 - [📄 November Right of Way Resolution 880778](#)
-

RESOLUTION NO. 10- _____

A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

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

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

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

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

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

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

Carrington Square Section Two	Map Book 53	Page 164
Carrington Square	Map Book 51	Page 180
Upton Tract Phase I	Map Book 69	Page 46
Westpointe Section 7	Map Book 58	Page 147
Westpointe Duplexes Section 2	Map Book 54	Page 139
Westpointe Section 8	Map Book 62	Page 159
Westpointe Section 4, Phase 1	Map Book 58	Page 148

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

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

Adopted the 8th day of November, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

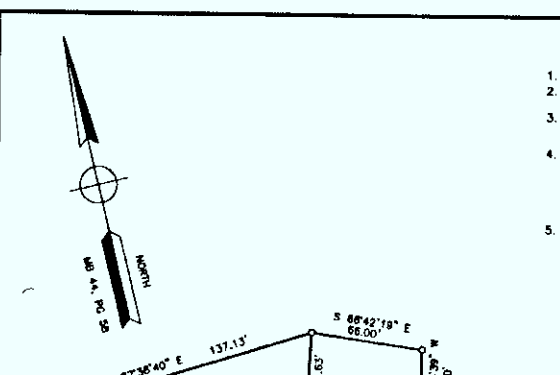
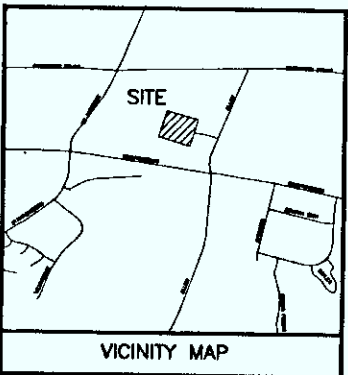
NORTH CAROLINA
PITT COUNTY

I, Patricia A. Sugg, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, 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 8th day of November, 2010.

Notary Public

My Commission Expires: 9/4/2011



GENERAL NOTES

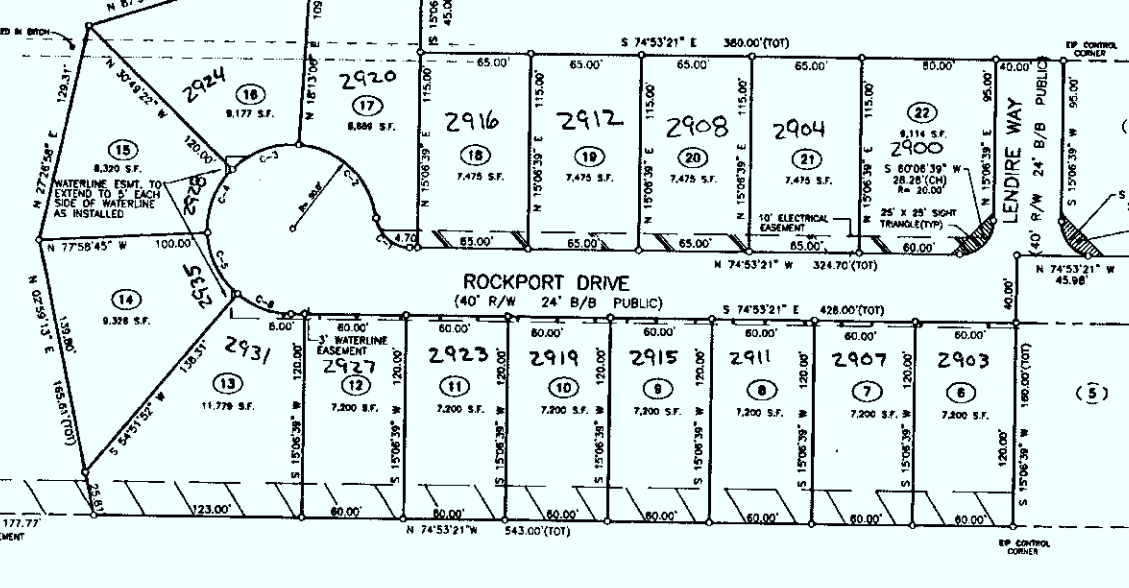
- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- IRON PIPES LOCATED AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- THE DESIGNATION NOTED OVER WATER, SAN, SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SAN, SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE DEPT. OF HOUSING AND URBAN DEVELOPMENT. FIRM 370191 0010 B, DATED, APRIL 30, 1986.

SITE DATA

TOTAL AREA IN TRACT	3.798 AC.
NUMBER OF LOTS CREATED	17
AREA IN COMMON AREA	0
AREA IN PARKS, RECREATION AREAS, AND THE LIKE	0

LEGEND

R/W= RIGHT-OF-WAY
 MBL= MINIMUM BUILDING LINE
 BC/BC= BACK OF CURB TO BACK OF CURB
 EIP= EXISTING IRON PIPE
 CH= CHORD
 R= RADIUS
 PT= POINT OF TANGENCY
 PC= POINT OF CURVATURE
 --- NOT TO SCALE



CURVE TABLE

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CH. BEARING
C-1	30.00'	17.32'	28.55'	81°47'12"	288°28'44"	28.19'	N 33°59'48"W
C-2	50.00'	40.98'	68.84'	78°40'48"	114°35'50"	83.39'	N 32°28'31"W
C-3	30.00'	22.81'	42.80'	49°02'27"	114°35'30"	41.50'	S 83°44'52"W
C-4	30.00'	11.82'	41.15'	47°09'23"	114°35'30"	40.00'	S 38°33'07"W
C-5	30.00'	11.82'	41.15'	47°09'23"	114°35'30"	40.00'	S 11°33'28"E
C-6	30.00'	18.06'	34.69'	32°45'13"	114°35'30"	34.00'	S 85°00'44"E

J.S.L. PROPERTIES
 DB 156, PG 29

KATHY A. TAFT
 DB F-46, PG 469

CARRINGTON SQUARE SECTION ONE
 MB 51, PG 180

CARRINGTON SQUARE SECTION ONE
 MB 51, PG 180

STATE OF NORTH CAROLINA
 COUNTY OF PITT

Andrew Thomas, Jr.
 REVIEW OFFICER

CERTIFICATION

I, MICHAEL WEST BALDWIN CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY MIKE JACKSON THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 42-17 AS AMENDED. WITNESS MY HAND AND SEAL THIS 15th DAY OF MAY 2006.

SIGNED: *[Signature]*
 REGISTRATION NO. L-3082

NORTH CAROLINA - PITT COUNTY
 I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT MICHAEL WEST BALDWIN, A REGISTERED LAND SURVEYOR PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND SEAL THIS 15th DAY OF MAY 2006.

NOTARY PUBLIC
 MY COMMISSION EXPIRES: 04/03/2004

NORTH CAROLINA, PITT COUNTY
 THE FOREGOING CERTIFICATE OF STUART C. BASKIN IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS DAY OF MAY 2006 AT 11:00 O'CLOCK A. M.
 REGISTER OF DEEDS
 BY DEPUTY REGISTER OF DEEDS

SHEET 1 OF 1
 FINAL PLAT

CARRINGTON SQUARE
 SECTION TWO

REFERENCE: DEED BOOK 754, PAGE 97 OF THE PITT COUNTY REGISTRY.

GREENMILLE, ARTHUR TOWNSHIP, PITT CO., N.C.

OWNER: J. RUSSELL FLEMING
 ADDRESS: PO BOX 2575 GREENVILLE, NC 27836
 PHONE: (252) 355-7355

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

DEED BOOK 754 PAGE 97
 DEED BOOK DEEP BOOK

APPROVED: MWS
 DATE: 05/15/2006

DRAWN: SCB
 CHECKED: MWS
 SCALE: 1" = 50'

DEED BOOK 754 PAGE 97
 DEED BOOK DEEP BOOK

SWORN AND SUBSCRIBED BEFORE ME THIS 15th DAY OF MAY 2006.

NOTARY PUBLIC
 MY COMMISSION EXPIRES 04/03/2004

APPROVAL: THIS FINAL PLAT NO. 00-41 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 15th DAY OF MAY 2006.

SIGNED: *[Signature]*
 CITY PLANNER

DEDICATION: THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS - FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED: *[Signature]*
 ATTEST: *[Signature]*

Filed for registration this the 22 day of June 2006 at 11:00 o'clock A M.

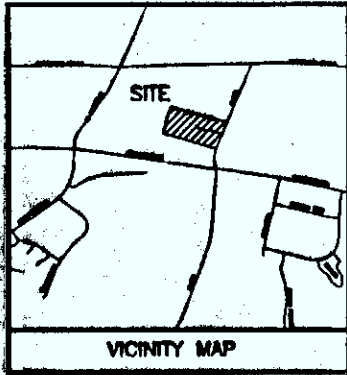
JUDY I. TART, Register of Deeds
 By *[Signature]*
 Deputy Register of Deeds

FILE: CARRINGTON FP2

may book 53 Pg. 104

SITE DATA

TOTAL AREA IN TRACT 2.573AC.
 NUMBER OF LOTS CREATED 10
 AREA IN COMMON AREA 0
 AREA IN PARKS, RECREATION AREAS,
 AND THE LIKE 0



J.S.L. PROPERTIES
 DB 126, PG 29

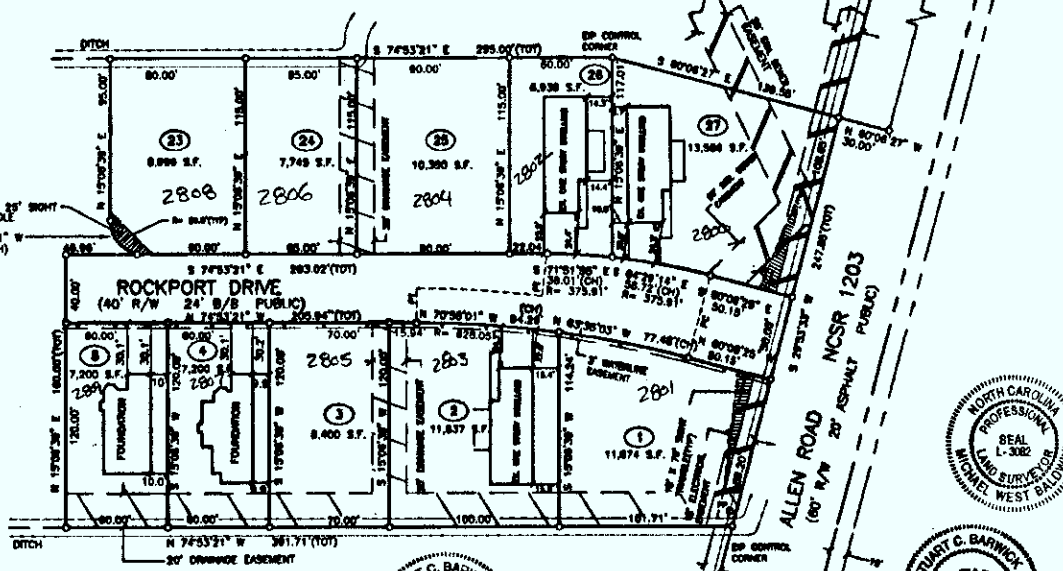
GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. IRON PIPES LOCATED AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
3. THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
4. THE DESIGNATION NOTED OVER WATER, SANI, SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANI, SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
5. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE DEPT. OF HOUSING AND URBAN DEVELOPMENT.
6. FIRM 370181 0010 B, DATED, APRIL 20, 1998. THIS MAP WAS REVISED TO CHANGE THE SUBDIVISION NAME FROM "ROCKPORT SUBDIVISION" TO "CARRINGTON SQUARE". ALL OTHER DATA SHOWN IN MAP BOOK 51, PAGE 87 REMAINS UNCHANGED.

J. RUSSELL FLEMING
 DB 784, PG 87

LEGEND

- R/W- RIGHT-OF-WAY
- MBL- MINIMUM BUILDING LINE
- BC/BC- BACK OF CURB TO BACK OF CURB
- EP- EXISTING IRON PIPE
- CH- CHORD
- R- RADIUS
- PC- POINT OF TANGENCY
- POC- POINT OF CURVATURE
- - - NOT TO SCALE



STATE OF NORTH CAROLINA
 COUNTY OF PITT
 I, Michael West Baldwin, a Notary Public for the County of Pitt, do hereby certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.
 DATE: 12/15/99
 REVIEW OFFICER: [Signature]



CERTIFICATION

I, MICHAEL WEST BALDWIN, BEING DULY SWORN, DO HEREBY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 12/15/99

SIGNED: [Signature]
 REGISTRATION NO. L-3022

NORTH CAROLINA, PITT COUNTY
 I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFFORSAID, DO HEREBY CERTIFY THAT MICHAEL WEST BALDWIN, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

SHEET 1 OF 1
 FINAL PLAT

CARRINGTON SQUARE

FORMERLY ROCKPORT SUBDIVISION
 REVISION OF ROCKPORT SECTION ONE
 REFERENCE: MAP BOOK 44, PAGE 28 OF THE PITT COUNTY REGISTRY
 GREENVILLE, ARTHUR TOWNSHIP, PITT CO., N.C.

KATHY A. TAFT
 DB 7-46, PG 468

[Signature]
 EDMONSON CONSTRUCTION CO., INC.
[Signature]
 J. RUSSELL FLEMING

[Signature]
 EDMONSON CONSTRUCTION CO., INC.
 J. RUSSELL FLEMING

OWNER: J. RUSSELL FLEMING	EDMONSON CONSTRUCTION CO., INC.
ADDRESS: PO BOX 5978 GREENVILLE, NC 27636	234 EAST ARTHUR BLVD. GREENVILLE, NC 27636
PHONE: (252) 365-7306	(252) 321-2700
Baldwin and Associates LAND SURVEYING & PLANNING 105-D EAST VICTORIA COURT GREENVILLE, NC 27636 (252) 758-1300	SURVEYED: MVB DRAWN: MVB CHECKED: MVB
APPROVED: MVB DATE: 05/26/99 SCALE: 1" = 50'	DEED BOOK: 784 PAGE: 87 DEED BOOK: 722 PAGE: 708 DEED BOOK: [] PAGE: [] NC REGISTRATION NO. L-3082

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

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

SEE ABOVE

SWORN AND SUBSCRIBED BEFORE ME THIS 28th DAY OF MAY, 1999.

NOTARY PUBLIC
 MY COMMISSION EXPIRES 04/03/2004

APPROVAL

THIS FINAL PLAT NO. 99-06 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE, CITY CODE ON THE _____ DAY OF _____, 19__.

SIGNED: [Signature]
 CITY CLERK # 4

DEDICATION

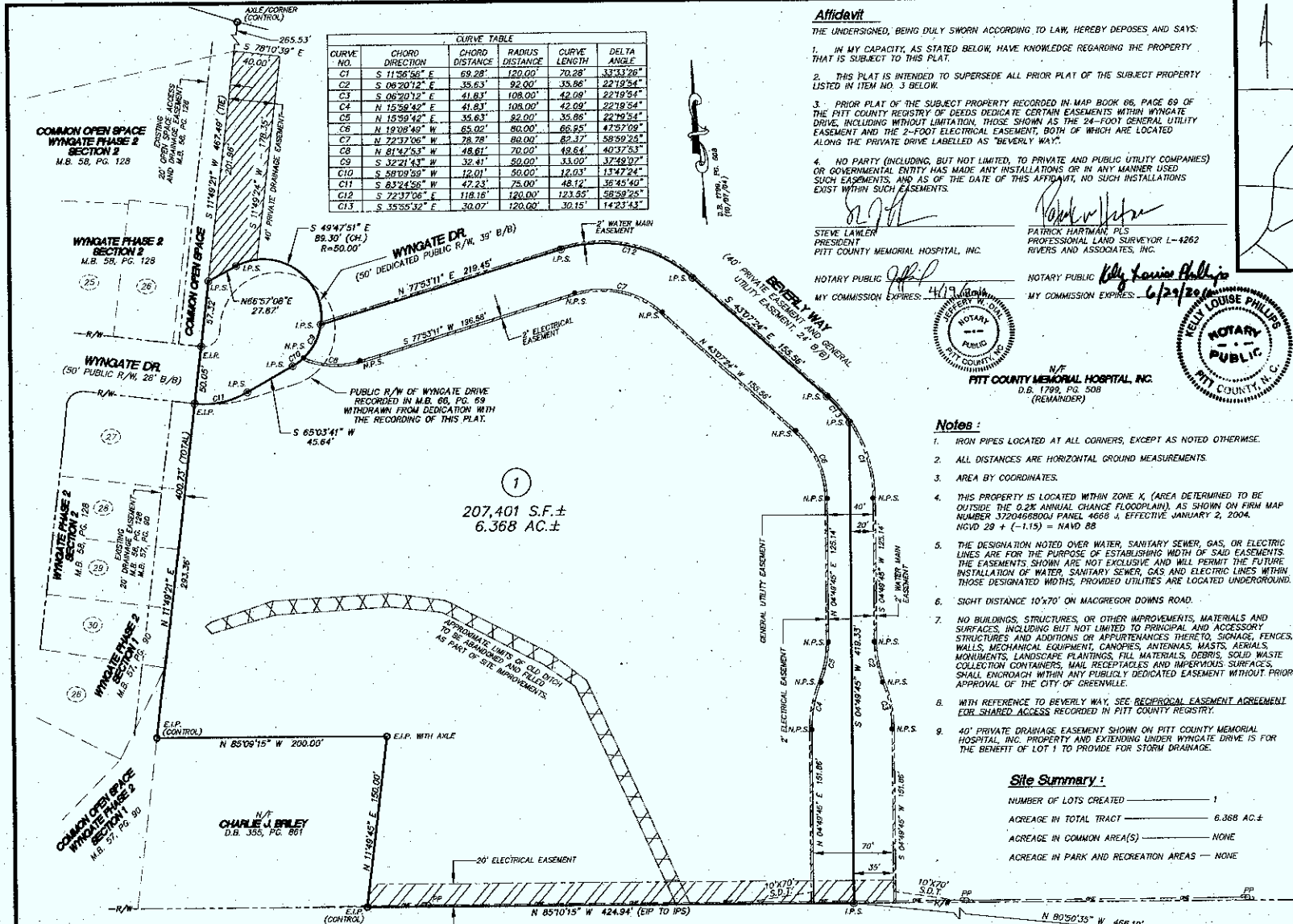
THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE GIVEN IN FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN ON SO INDICATED ON SAID PLAT.

SIGNED: [Signature]
 ATTEST: [Signature]

WITNESSED BY HAND AND SEAL THIS 28th DAY OF MAY, 1999.

NOTARY PUBLIC: [Signature]
 MY COMMISSION EXPIRES: 04/03/2004

NORTH CAROLINA, PITT COUNTY
 I, Michael West Baldwin, BEING DULY SWORN, DO HEREBY CERTIFY THAT THE FOREGOING CERTIFICATE OF STUART C. BARWICK, A REGISTERED LAND SURVEYOR, IS CORRECT. FILED FOR REGISTRATION THIS DAY OF O'CLOCK _____ M.
 DEPUTY REGISTER OF DEEDS



Affidavit
 THE UNDERSIGNED, BEING DULY SWORN ACCORDING TO LAW, HEREBY DEPOSES AND SAYS:

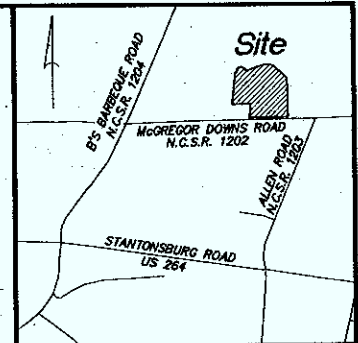
- IN MY CAPACITY, AS STATED BELOW, HAVE KNOWLEDGE REGARDING THE PROPERTY THAT IS SUBJECT TO THIS PLAT.
- THIS PLAT IS INTENDED TO SUPERSEDE ALL PRIOR PLAT OF THE SUBJECT PROPERTY LISTED IN ITEM NO. 3 BELOW.
- PRIOR PLAT OF THE SUBJECT PROPERTY RECORDED IN MAP BOOK 66, PAGE 69 OF THE PITT COUNTY REGISTRY OF DEEDS DEDICATE CERTAIN EASEMENTS WITHIN WYNGATE DRIVE, INCLUDING WITHOUT LIMITATION, THOSE SHOWN AS THE 24-FOOT GENERAL UTILITY EASEMENT AND THE 2-FOOT ELECTRICAL EASEMENT, BOTH OF WHICH ARE LOCATED ALONG THE PRIVATE DRIVE LABELLED AS "BEVERLY WAY".
- NO PARTY (INCLUDING, BUT NOT LIMITED TO, PRIVATE AND PUBLIC UTILITY COMPANIES) OR GOVERNMENTAL ENTITY HAS MADE ANY INSTALLATIONS OR IN ANY MANNER USED SUCH EASEMENTS, AND AS OF THE DATE OF THIS AFFIDAVIT, NO SUCH INSTALLATIONS EXIST WITHIN SUCH EASEMENTS.

STEVE LAWLER, PRESIDENT, PITT COUNTY MEMORIAL HOSPITAL, INC.
 PATRICK HARTMAN, P.L.S., PROFESSIONAL LAND SURVEYOR L-4262, RIVERS AND ASSOCIATES, INC.

NOTARY PUBLIC: *[Signature]*
 MY COMMISSION EXPIRES: 4/19/2016

NOTARY PUBLIC: *[Signature]*
 MY COMMISSION EXPIRES: 6/29/2016

NOTARY PUBLIC: KELLY LOUISE PHILLIPS, PITT COUNTY, N.C.



Location Map
 SCALE: 1" = 1000'

Legend:
 DEED BOOK
 EXISTING IRON PIPE
 IRON PIPE SET
 NO PIPE SET
 MAP BOOK
 NOW AND FORMERLY
 RIGHT OF WAY
 SIGHT DISTANCE TRIANGLE
 LOT NO.

References:
 D.B. 1789, PG. 508
 RIVERS AND ASSOCIATES DWG. NO. Z-2185
 PORTION OF PITT CO. PARCEL NO. 011467

- Notes:**
- IRON PIPES LOCATED AT ALL CORNERS, EXCEPT AS NOTED OTHERWISE.
 - ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
 - AREA BY COORDINATES.
 - THIS PROPERTY IS LOCATED WITHIN ZONE X, (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON FIRM MAP NUMBER 3720468800J PANEL 4688 J, EFFECTIVE JANUARY 2, 2004. NGVD 29 + (-1.15) = NAVD 88
 - THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS, OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS, PROVIDED UTILITIES ARE LOCATED UNDERGROUND.
 - SIGHT DISTANCE 10'x70' ON MACGREGOR DOWNS ROAD.
 - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR AFFURTEANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES SHALL ENOUGH WITHIN ANY PUBLICLY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE.
 - WITH REFERENCE TO BEVERLY WAY, SEE RECIPROCAL EASEMENT AGREEMENT FOR SHARED ACCESS RECORDED IN PITT COUNTY REGISTRY.
 - 40' PRIVATE DRAINAGE EASEMENT SHOWN ON PITT COUNTY MEMORIAL HOSPITAL, INC. PROPERTY AND EXTENDING UNDER WYNGATE DRIVE IS FOR THE BENEFIT OF LOT 1 TO PROVIDE FOR STORM DRAINAGE.

Site Summary:

NUMBER OF LOTS CREATED _____ 1

ACREAGE IN TOTAL TRACT _____ 6.368 AC.±

ACREAGE IN COMMON AREA(S) _____ NONE

ACREAGE IN PARK AND RECREATION AREAS _____ NONE

CERTIFICATION
 NORTH CAROLINA PITT COUNTY

I, PATRICK HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME. I DEED DESCRIPTIONS RECORDED IN BOOK 66, PAGE 66; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 ±; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (D)(11): THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA REGULATED BY THE CITY OF GREENVILLE SUBDIVISION ORDINANCE. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 30TH DAY OF JULY 2007.

SIGNED: *[Signature]*
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-4262

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

SIGNED: *[Signature]*
 ATTEST: *[Signature]* 10/23/07

REVISED FINAL PLAT
 THIS PLAT SUPERSEDES PLAT RECORDED IN MAP BOOK 66 PAGE 69

UPTON TRACT PHASE I
 CITY OF GREENVILLE, ARTHUR TWP., PITT CO., NORTH CAROLINA

OWNER: PITT COUNTY MEMORIAL HOSPITAL, INC.
 ADDRESS: 2100 STANTONSBURG ROAD, GREENVILLE, NC 27858
 PHONE: (252) 847-6843

Rivers
 Engineers, Planners, Surveyors
 107 East Second Street
 Greenville, NC 27838
 (252) 756-4135

SURVEYED: DEL./NEW/DG
 DRAWN: L.R.W./S.T.A.
 CHECKED: P.W.
 APPROVED: F.D.T.
 DATE: 07/11/07
 SCALE: 1" = 60'

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

DEED BOOK 1789, PAGE 508
 DEED BOOK _____ PAGE _____
 DEED BOOK _____ PAGE _____

NORTH CAROLINA LIC. NO. L-4262

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:

[Signature] 10-22-07
 SWORN TO AND SUBSCRIBED BEFORE ME THIS 22nd DAY OF October 2007.

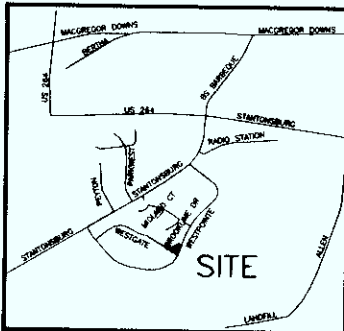
NOTARY PUBLIC
 MY COMMISSION EXPIRES 4/19/2016

APPROVAL
 THIS FINAL PLAT NO. 07-77, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE DAY OF _____, 2007.
 (MINOR ALTERATION)

SIGNED: *[Signature]*
 ATTEST: *[Signature]* Item #14

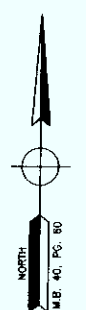
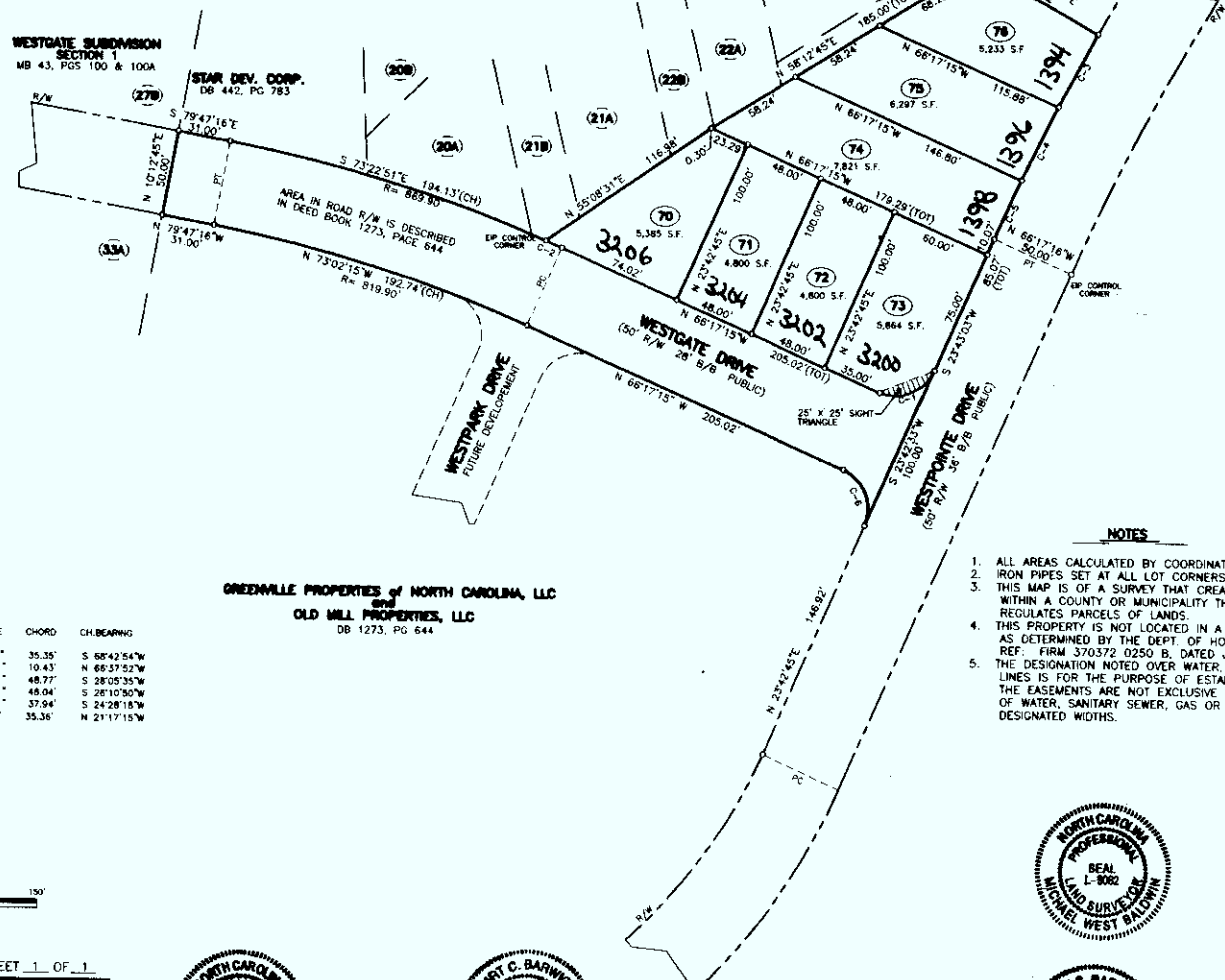
DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES, AND EASEMENTS FOREVER, ALL AREAS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED: *[Signature]*
 ATTEST: *[Signature]* 10/23/07



SITE DATA

TOTAL AREA IN TRACT	1.457 AC
NUMBER OF LOTS CREATED	7
AREA IN COMMON AREA	0
AREA IN PARKS, RECREATION AREAS, AND THE LIKE	0



STATE OF NORTH CAROLINA
 COUNTY OF PITT
 I, Andrew Thomas, Jr.
 REVIEW OFFICER OF PITT COUNTY, CERTIFY
 THAT THE MAP OR PLAN TO WHICH THIS
 CERTIFICATION IS AFFIXED MEETS ALL
 STATUTORY REQUIREMENTS FOR RECORDING.
 DATE: 12/10/02
Andrew Thomas, Jr.
 REVIEW OFFICER

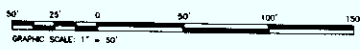
LEGEND
 R/W= RIGHT-OF-WAY
 PC= POINT OF CURVATURE
 PT= POINT OF TANGENCY
 B/B = BACK OF CURB TO BACK OF CURB
 EIP= EXISTING IRON PIPE
 CH= CHORD
 R= RADIUS

CURVE TABLE

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CH BEARING
C-1	25.00'	25.00'	39.27'	89°59'47"	229°10'59"	35.35'	S 66°42'54"W
C-2	869.90'	5.21'	10.43'	0°41'13"	6°35'11"	10.43'	N 66°57'52"W
C-3	1441.32'	24.39'	48.77'	1°56'20"	3°58'31"	48.77'	S 28°05'35"W
C-4	1441.32'	24.03'	48.05'	1°54'36"	3°58'31"	48.04'	S 28°10'50"W
C-5	1441.32'	18.97'	37.94'	1°30'29"	3°58'31"	37.94'	S 24°28'18"W
C-6	25.00'	25.00'	39.27'	90°00'00"	229°10'59"	35.35'	N 21°17'15"W

GREENVILLE PROPERTIES OF NORTH CAROLINA, LLC
 and
OLD MILL PROPERTIES, LLC
 DB 1273, PG 644

- #### NOTES
1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 2. IRON PIPES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
 3. THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LANDS.
 4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE DEPT. OF HOUSING AND URBAN DEVELOPMENT. REF. FORM 370372 0250 PB, DATED JAN. 6, 1983.
 5. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS OR ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.



FINAL PLAN SHEET 1 OF 1

WESTPOINTE
SECTION 7

REFERENCE: DEED BOOK 1338, PAGE 562 AND A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1273, PAGE 644 OF THE PITT COUNTY REGISTRY

GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

OWNER: **GREENVILLE PROPERTIES OF NC, LLC & OLD MILL PROPERTIES, LLC**
 ADDRESS: PO BOX 979 GREENVILLE, NC 28758
 PHONE: (252) 355-0664

Baldwin and Associates
 ENGINEERING, LAND SURVEYING AND PLANNING
 1015 CONFERENCE DRIVE GREENVILLE, NC 27858
 (252) 758-1390

SURVEYED: DEG APPROVED: MWB
 DRAWN: SCB DATE: 08/20/02
 CHECKED: MWB SCALE: 1" = 50'



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

DEED BOOK 1273 PAGE 644
 DEED BOOK 1338 PAGE 562
 DEED BOOK PAGE

NC REGISTRATION NO. L-3082

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

Michael West Baldwin
 SWORN AND SUBSCRIBED BEFORE ME THIS 10th DAY OF August, 2002.

NOTARY PUBLIC
 MY COMMISSION EXPIRES: 04/03/04

Filed for registration this the 18 day of October
 2002, at 3:18 o'clock P. M.

JUDY I. TART, Register of Deeds
 by Karen W. Smith
 Deputy Register of Deeds

APPROVAL
 THIS FINAL PLAN NO. 02-19 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 18th DAY OF August, 2002.

SIGNED: Andrew Thomas, Jr.
 CITY PLANNER

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAN AND ALLOTMENT TO BE THE FIRE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAN.

SIGNED: Michael West Baldwin
 ATTEST: Stuart C. Barwick



CERTIFICATION

I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY DEANNE GREENBERG THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 20th DAY OF August, 2002.

SIGNED: Michael West Baldwin
 REGISTRATION NO. L-3082

NORTH CAROLINA - PITT COUNTY
 I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT MICHAEL W. BALDWIN, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND SEAL THIS 20th DAY OF August, 2002.

NOTARY PUBLIC: Stuart C. Barwick
 MY COMMISSION EXPIRES: 04/03/2004

NORTH CAROLINA - PITT COUNTY
 THE FOREGOING CERTIFICATE OF STUART C. BARWICK IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS DAY OF August, 2002, AT 3:18 O'CLOCK P. M. REGISTER OF DEEDS
 BY JUDY I. TART DEPUTY REGISTER OF DEEDS

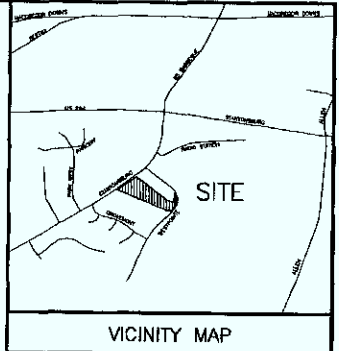
SITE DATA

TOTAL AREA IN TRACT 4.912 AC.
NUMBER OF LOTS CREATED 40
AREA IN OPEN SPACE 2,620 S.F.
AND THE LIKE 0

BOOK 54 PAGE 139

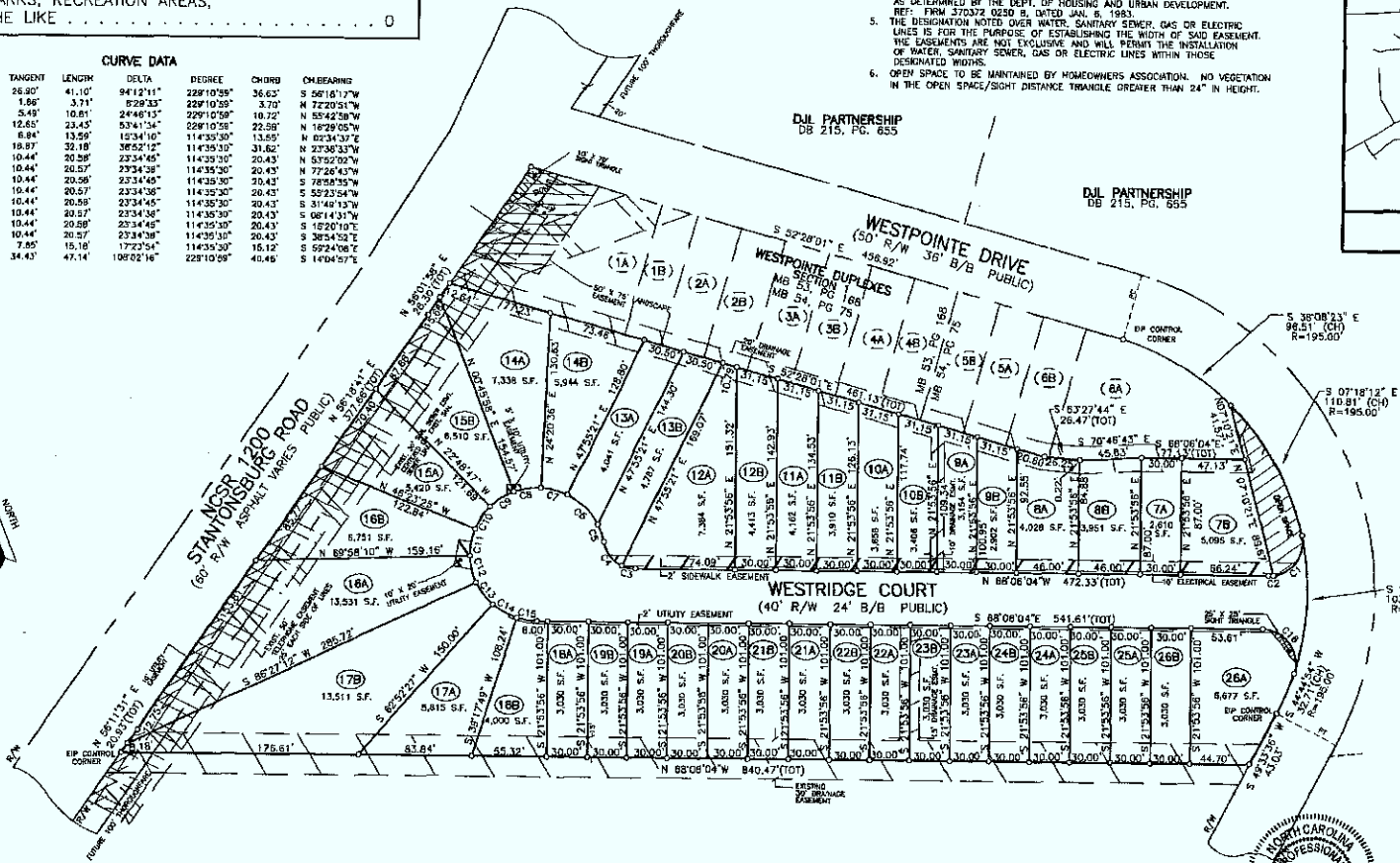
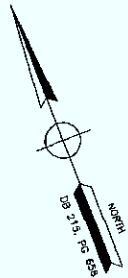
GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. IRON PIPES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
3. THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LANDS.
4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE DEPT. OF HOUSING AND URBAN DEVELOPMENT. REF: FORM 370372 0200 B DATED JAN. 5, 1983.
5. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS OR ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
6. OPEN SPACE TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION. NO VEGETATION IN THE OPEN SPACE/SIGHT TRIANGLE GREATER THAN 24" IN HEIGHT.



CURVE DATA

CURVE	RAIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CHORD BEARING
C-1	25.00'	26.80'	41.10'	94°12'11"	228°10'59"	36.62'	S 50°16'17"W
C-2	25.00'	1.66'	3.71'	8°29'33"	228°10'59"	3.70'	N 72°05'17"W
C-3	25.00'	5.49'	10.81'	24°46'13"	229°10'59"	10.72'	N 55°42'58"W
C-4	25.00'	12.65'	23.45'	53°41'34"	228°10'59"	22.59'	N 18°29'05"W
C-5	50.00'	6.84'	13.59'	12°34'16"	114°35'10"	13.59'	N 82°34'37"E
C-6	50.00'	18.87'	32.19'	38°52'12"	114°35'10"	31.62'	N 27°38'33"W
C-7	50.00'	10.44'	20.58'	23°34'45"	114°35'10"	20.43'	N 57°52'09"W
C-8	50.00'	10.44'	20.57'	23°34'45"	114°35'10"	20.43'	N 72°24'43"W
C-9	50.00'	10.44'	20.56'	23°34'45"	114°35'10"	20.43'	S 78°58'55"W
C-10	50.00'	10.44'	20.57'	23°34'45"	114°35'10"	20.43'	S 52°23'54"W
C-11	50.00'	10.44'	20.56'	23°34'45"	114°35'10"	20.43'	S 41°49'13"W
C-12	50.00'	10.44'	20.57'	23°34'45"	114°35'10"	20.43'	S 68°14'35"W
C-13	50.00'	10.44'	20.58'	23°34'45"	114°35'10"	20.43'	S 16°20'10"E
C-14	50.00'	10.44'	20.57'	23°34'45"	114°35'10"	20.43'	S 28°54'52"E
C-15	50.00'	7.95'	15.16'	17°23'54"	116°33'00"	15.12'	S 62°41'06"E
C-16	25.00'	34.43'	47.14'	108°02'16"	228°10'59"	40.46'	S 14°04'57"E



LEGEND
 R/W= RIGHT-OF-WAY
 PC= POINT OF CURVATURE
 PTA= POINT OF TANGENCY
 B/B= BACK OF CURB TO BACK OF CURB
 EIP= EXISTING IRON PIPE

STATE OF NORTH CAROLINA
 COUNTY OF PITT
 I, Andrew Thomas, Jr., REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
 DATE: 12/11/00
 Andrew Thomas, Jr.
 REVIEW OFFICER

CERTIFICATION
 I, MICHAEL WEST BALDWIN, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACQUAINTANCE FIELD SURVEY MADE BY DENNIS E. OPPERLUND. THAT THE MATH OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 43-25 AND 43-26. I, MICHAEL WEST BALDWIN, WITNESS MY HAND AND SEAL THIS 22nd DAY OF NOVEMBER, 2000.
 Michael West Baldwin
 REGISTRATION NO. L-3082

NORTH CAROLINA, PITT COUNTY
 I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT MICHAEL WEST BALDWIN, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.
 WITNESS MY HAND AND SEAL THIS 22nd DAY OF NOVEMBER, 2000.
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 04/03/2004
 NORTH CAROLINA, PITT COUNTY
 THE FOREGOING CERTIFICATE OF STUART G. BARWICK IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS DAY OF NOVEMBER, 2000, AT O'CLOCK, M.
 BY: DEPUTY REGISTER OF DEEDS



Filed for registration this the 21 day of December 2000 at 4:15 o'clock P.M.
 JUDY J. TART, Register of Deeds
 By: [Signature]
 Deputy Register of Deeds

FINAL PLAT SHEET 1 OF 1

WESTPOINTE DUPLEXES
SECTION 2

REFERENCE: DEED BOOK 1907, PAGE 592 OF THE PITT COUNTY REGISTRY.

GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, N.C.

ADAD FILE: WESTPOINTE DUPLEXES SEC 2
C&G FILE: RKSWEST

OWNER: WHITEOAK CREEK CONDO, LLC
 ADDRESS: P.O. BOX 20370 GREENVILLE, NC 27698
 PHONE: (252) 758-4052

SURVEYED: DEG	APPROVED: MWB	DEED BOOK 1907	PAGE 592
DRAWN: KWH	DATE: 11/29/00	DEED BOOK	PAGE
CHECKED: MMB	SCALE: 1" = 60'	DEED BOOK	PAGE

NC REGISTRATION NO. L-3082

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

OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:

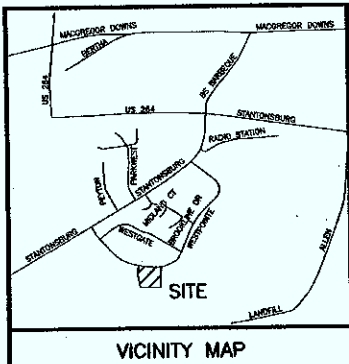
SOURCE OF TITLE
 THIS FINAL PLAT NO. 00-108 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE DAY OF NOVEMBER, 2000.
 Minor Automations

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

SWORN AND SUBSCRIBED BEFORE ME THIS 22nd DAY OF DECEMBER, 2000
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 04/03/2004

SIGNED: [Signature]
 CITY PLANNER

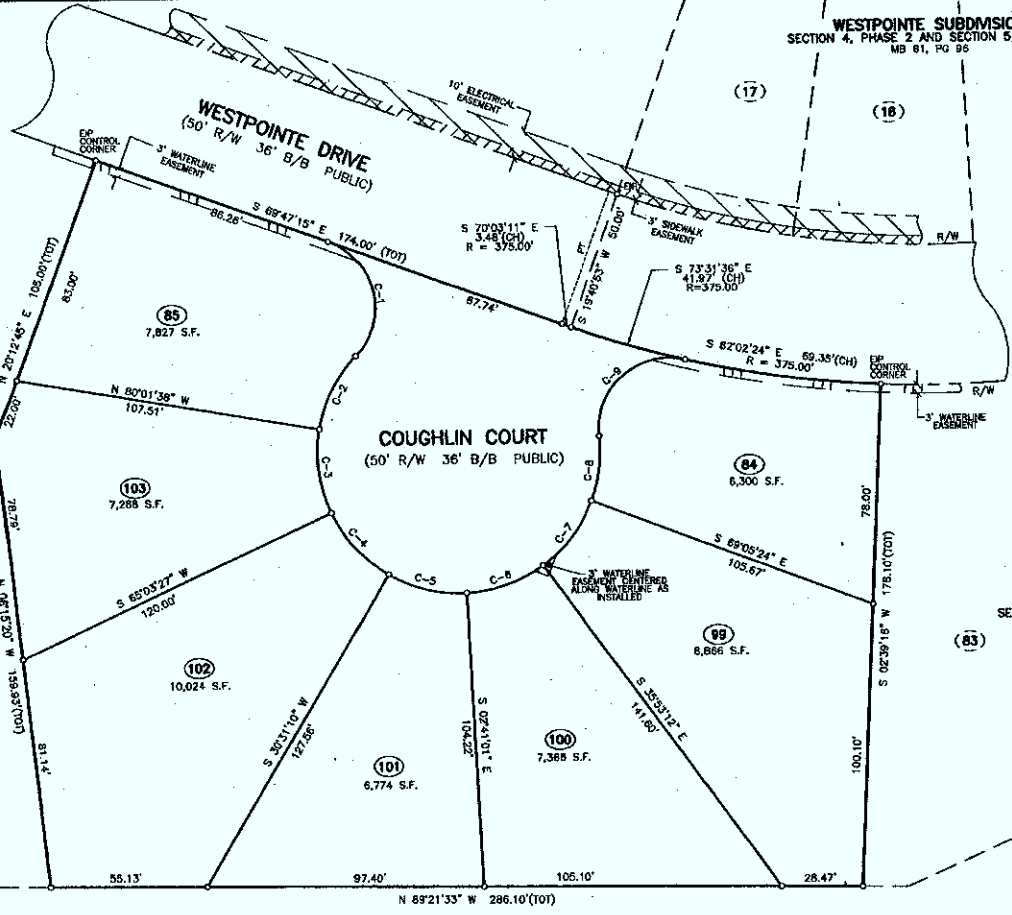
Item # 4



SITE DATA

TOTAL AREA	1.460 AC
NUMBER OF LOTS CREATED	7
AREA IN COMMON AREA	0
AREA IN PARKS, RECREATION AREAS, CEMETERIES AND THE LIKE.	0

GREENVILLE DEVELOPERS, LLC.
DB 1394, PG 486



GENERAL NOTES

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- IRON PIPES TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720466700 J, DATED JANUARY 2, 2004.

GREENVILLE DEVELOPERS, LLC.
DB 1394, PG 486

CURVE TABLE

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CH BEARING
C-1	25.00'	38.10'	49.50'	113°34'41"	228°10'59"	41.83'	S 12°39'54"W
C-2	50.00'	15.72'	20.47'	34°54'55"	114°35'30"	29.09'	S 26°52'54"W
C-3	50.00'	15.72'	30.47'	34°54'55"	114°35'30"	30.00'	S 07°38'08"W
C-4	50.00'	15.54'	30.14'	34°32'11"	114°35'30"	28.69'	S 42°19'52"W
C-5	50.00'	14.81'	28.38'	33°12'11"	114°35'30"	28.67'	S 78°01'58"W
C-6	50.00'	14.91'	28.48'	33°12'11"	114°35'30"	28.57'	N 70°43'53"E
C-7	50.00'	14.91'	28.48'	33°12'11"	114°35'30"	28.57'	N 37°30'42"E
C-8	50.00'	11.89'	23.34'	28°44'52"	114°35'30"	23.13'	N 07°32'11"E
C-9	25.00'	35.12'	47.61'	109°06'11"	229°10'59"	40.73'	N 48°42'50"E

- LEGEND**
- EIP = EXISTING IRON PIPE
 - SIP = SET IRON PIPE
 - R/W = RIGHT-OF-WAY
 - B/B = BACK OF CURB TO BACK OF CURB
 - R = RADIUS
 - CH = CHORD
 - PT = POINT OF TANGENCY

WESTPOINTE SUBDIVISION
SECTION 4, PHASE 2 AND SECTION 5, PHASE 1
MB 61, PG 98



CERTIFICATION

I, STUART C. BARNICK CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE ETC. (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-53 AS AMENDED. WITNESS MY HAND AND SEAL THIS 12th DAY OF JANUARY, AD 2005.

SIGNED: *Stuart C. Barnick*
REGISTRATION NO. L-4481

REVIEW OFFICER'S CERTIFICATE

ADONIS THOMAS, JR.
REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

SIGNED: *Adonis Thomas, Jr.*
REVIEW OFFICER
DATE: 1/12/05

NORTH CAROLINA PITT COUNTY
FILED FOR REGISTRATION THIS DAY OF 2005
JUDY TART, REGISTER OF DEEDS

By: _____
DEPUTY REGISTER OF DEEDS

SHEET 1 OF 1
FINAL PLAT



PITT COUNTY
DB 713, PG 450



Filed for registration this the 12 day of January, 2005, at 10:27 o'clock A.M.
JUDY TART, Register of Deeds
By: *Stuart C. Barnick*
Deputy Register of Deeds



WESTPOINTE
SECTION 8
REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1394, PAGE 486 OF THE PITT COUNTY REGISTRY.
GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

OWNER: GREENVILLE DEVELOPERS, LLC
ADDRESS: PO BOX 979 GREENVILLE, NC 28758
PHONE: (252) 355-0664

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

OWNERS STATEMENT
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
Truitt

APPROVAL
THIS FINAL PLAT NO. 04-112 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 6 OF THE GREENVILLE CITY CODE THE 22nd DAY OF December 2004.

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

Baldwin and Associates
ENGINEERING, LAND SURVEYING AND PLANNING
1015 COLLEGE AVENUE
GREENVILLE, NC 27658
(252) 756-1350

DEED BOOK 1394 PAGE 486
DEED BOOK _____ PAGE _____
DEED BOOK _____ PAGE _____
CHECKED: MMB/SCB SCALE: 1" = 30'
NC REGISTRATION NO. L-4481

SWORN AND SUBSCRIBED BEFORE ME THIS DAY OF January, 2005.
Truitt
NOTARY PUBLIC
MY COMMISSION EXPIRES: 03/28/09

SIGNED: *Truitt*
CITY # 4

SIGNED: *Truitt*
ATTEST: *Truitt*

map Book 62 pg. 159

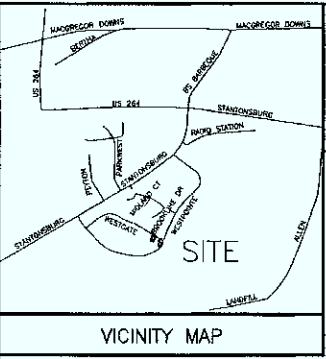


SITE DATA

TOTAL AREA IN TRACT	1.350 AC.
NUMBER OF LOTS CREATED	10
AREA IN COMMON AREA	0
AREA IN PARKS, RECREATION AREAS, AND THE LIKE	0

NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. IRON PIPES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
3. THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LANDS.
4. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE DEPT. OF HOUSING AND URBAN DEVELOPMENT. REF: FIRM 370372 0250 B, DATED JAN. 6, 1983.
5. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS OR ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.



VICINITY MAP

WESTGATE SUBDIVISION SECTION 1 MG 43, PGS 100 & 100A

WESTGATE SUBDIVISION SECTION 1 MG 43, PGS 100 & 100A

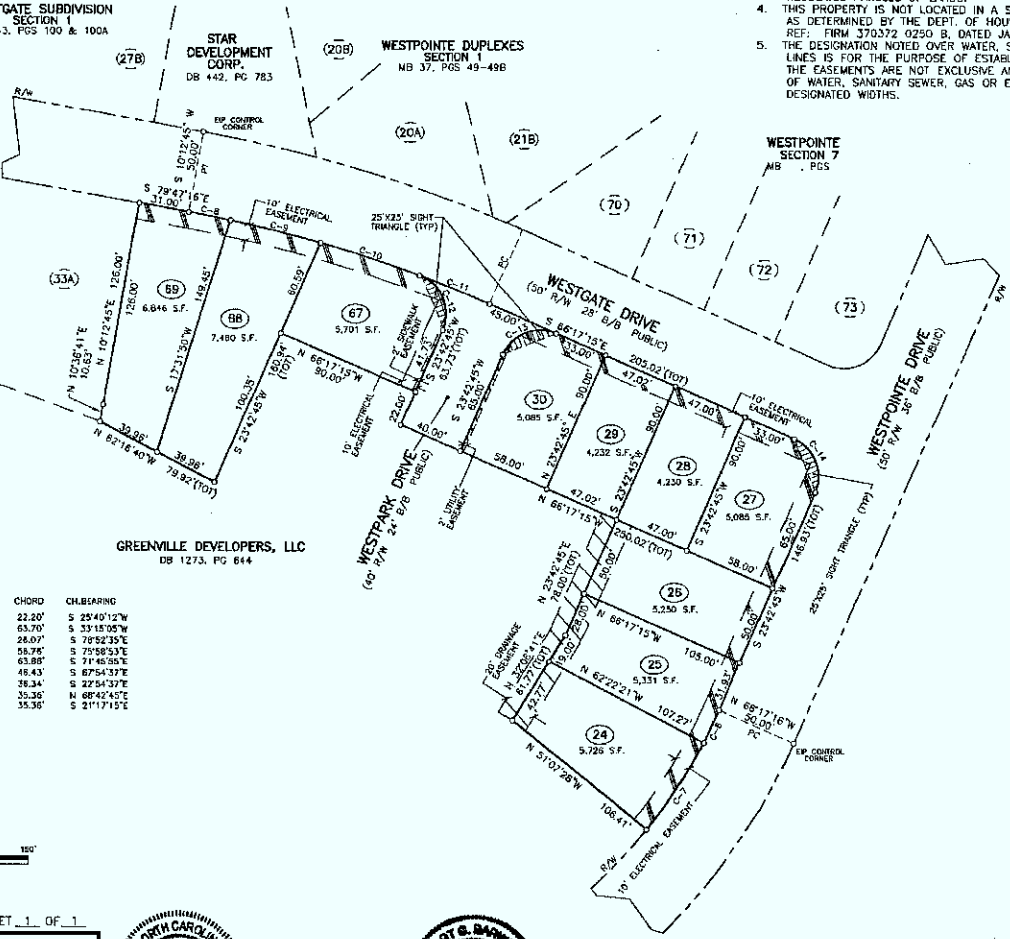
STAR DEVELOPMENT CORP. DB 442, PG 783

WESTPOINTE DUPLEXES SECTION 1 MB 37, PGS 49-49B

WESTPOINTE SECTION 7 MB 37, PGS 49-49B

LEGEND

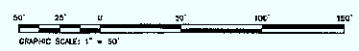
R/W = RIGHT-OF-WAY
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 B/B = BACK OF CURB TO BACK OF CURB
 EIP = EXISTING IRON PIPE



GREENVILLE DEVELOPERS, LLC DB 1273, PG 644

CURVE TABLE

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CH.BEARING
C-5	325.00'	11.11'	22.21'	354°54'	173°46'	22.20'	S 25°40'12"W
C-7	325.00'	32.00'	63.80'	11°14'53"	173°37'46"	63.70'	S 33°15'05"W
C-8	819.90'	13.04'	26.08'	1°49'20"	8°59'17"	26.07'	S 78°52'35"E
C-9	819.90'	28.40'	56.78'	3°58'03"	8°59'17"	56.78'	S 79°58'37"E
C-10	819.90'	31.86'	63.80'	4°27'54"	8°59'17"	63.88'	S 71°45'55"E
C-11	819.90'	23.23'	46.44'	3°14'43"	8°59'17"	46.43'	S 87°54'37"E
C-12	25.00'	26.46'	49.89'	83°14'43"	229°10'59"	38.34'	S 22°54'37"E
C-13	25.00'	25.00'	39.27'	90°00'00"	229°10'59"	35.36'	N 68°42'45"E
C-14	25.00'	25.00'	39.27'	90°00'00"	229°10'59"	35.36'	S 21°17'15"E



STATE OF NORTH CAROLINA
 COUNTY OF PITT

Andrew Thomas, Jr.
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE 12/10/02
Andrew Thomas, Jr.
 REVIEW OFFICER



CERTIFICATION

I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY DENNIS SERRICH THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1" = 10.000". THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DOTTED LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 28th DAY OF December 2002.

SIGNED [Signature]
 REGISTRATION NO. L-3082

NORTH CAROLINA, PITT COUNTY
 I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT MICHAEL W. BALDWIN, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND SEAL THIS 28th DAY OF December 2002.

NOTARY PUBLIC [Signature]
 MY COMMISSION EXPIRES: 04/03/2004

NORTH CAROLINA, PITT COUNTY
 THE FOREGOING CERTIFICATE OF STUART C. BARNES IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS DAY OF December 2002 AT 3:13 O'CLOCK PM REGISTER OF DEEDS BY [Signature] DEPUTY REGISTER OF DEEDS

FINAL PLAN SHEET 1 OF 1

WESTPOINTE

SECTION 4, PHASE 1
 REFERENCE: DEED BOOK 1273, PAGE 644
 OF THE PITT COUNTY REGISTRY
 GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

OWNER: GREENVILLE DEVELOPERS, LLC
 ADDRESS: PO BOX 979 GREENVILLE, NC 28758
 PHONE: (252) 355-0664



Filed for registration this the 13 day of December 2002, at 3:13 o'clock PM.

JUDY I. TART, Register of Deeds
 By [Signature] Deputy Register of Deeds



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

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

[Signature]
 SWORN AND SUBSCRIBED BEFORE ME THIS 13 DAY OF December 2002.

NOTARY PUBLIC
 MY COMMISSION EXPIRES: 04/03/04

APPROVAL
 THIS FINAL PLAN NO. 02-88 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 27th DAY OF October 2002.

SIGNED [Signature]
 CITY PLANNER

DEDICATION
 THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAN AND ALLOTMENT TO BE MADE IN ACCORDANCE WITH THE FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAN.

SIGNED [Signature]
 ATTEST [Signature]

Baldwin and Associates
 ENGINEERING, LAND SURVEYING AND PLANNING
 1015 CONFERENCE DRIVE GREENVILLE, NC 27658
 (252) 758-1390

SURVEYED: DEG APPROVED: MWB
 DRAWN: SCB DATE: 09/25/02
 CHECKED: MWB SCALE: 1" = 50'

DEED BOOK 1273 PAGE 644
 DEED BOOK PAGE
 NC REGISTRATION NO. L-3082

3781/39

map Book 58 P 148

Item # 4



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Right-of-way encroachment agreement with The Clark Group to allow the construction of a groundwater monitoring well in the right-of-way of West Thirteenth Street, east of Washington Street

Explanation: Attached for consideration is a right-of-way encroachment agreement with The Clark Group to allow the installation of one monitoring well in the right-of-way of West Thirteenth Street. This well is necessary to continue the site assessment process associated with the property formerly occupied by the former Perkins Oil Company at the location of the Perco Service Station at 110 West Fourteenth Street. There were several underground petroleum storage tanks at this site that leaked product into the ground requiring environmental remediation. This effort requires the installation of groundwater monitoring wells to collect hydrogeologic data for modeling purposes and to provide a monitoring point for long-term tracking of any contaminant migrations. A map presenting the limits of the encroachment is attached to the agreement.

Fiscal Note: There will be no cost to the City associated with the proposed encroachment.

Recommendation: Approve the attached right-of-way encroachment agreement with The Clark Group to permit the construction of a groundwater monitoring well in the right-of-way of West Thirteenth Street, east of Washington Street.

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

Attachments / click to download

- [Encroachment Agreement](#)
- [Map of Well](#)
- [Well Detail Information](#)

-----[SPACE ABOVE THIS LINE IS RESERVED FOR RECORDATION DATA]-----

STATE OF NORTH CAROLINA
COUNTY OF PITT

Prepared by: City of Greenville
Mail to: City of Greenville PWD
PO Box 7207
Greenville, NC 27834

Right of Way Encroachment Agreement
W. 13th Street, east of Washington St.

THIS AGREEMENT made and entered into this the _____ day of November, 2010, by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first part and hereinafter sometimes referred to as the **CITY**, and **THE CLARK GROUP**, 5000 Blue Clay Road, Castle Hayne, North Carolina 28420, party of the second party and hereinafter sometimes referred to as the **OWNER**;

W I T N E S S E T H

THAT WHEREAS, the OWNER desires to encroach upon the public right of way of the public street designated as W. Thirteenth Street and east of its intersection with Washington Street for the construction of a groundwater monitoring well shown on Attachment "A";

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated on attachment "A", subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to the OWNER, and the covenants and agreements herein contained with respect to the obligations of the OWNER hereunder, the CITY does hereby give and grant unto the OWNER, the right and privilege to make the encroachment, as shown on attachment "A", subject to the conditions contained in this Agreement.

TO HAVE AND TO HOLD said encroachment rights under this Agreement unto the OWNER, provided, however, the OWNER performs and abides by the covenants and agreements herein contained.

The covenants and agreements to be performed by the OWNER as a part of the consideration for this encroachment agreement are as follows:

1. All costs of construction and maintenance of the encroaching structure will be at the sole cost and expense of the OWNER.
2. All damages to the right of ways, including the traveled portion of the street located thereon, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure, shall be borne by the OWNER, including but not limited to the following:
 - a. Restoring the traveled portion of the street to good, passable condition for use by the public.
 - b. Repairing any damage to the existing curbing or sidewalks.
 - c. Repairing any damage to facilities maintained by Greenville Utilities Commission
3. Any damage to the OWNER's encroaching structure caused by the CITY's or Greenville Utilities Commission use of its right of ways for construction or maintenance work in the ordinary course of its business, shall be borne by the OWNER.
4. The OWNER shall maintain the encroaching structure so that it does not interfere with the utilization of the right of way by the CITY or utilization by the Greenville Utilities Commission of the right of way or facilities maintained by Greenville Utilities Commission.
5. The OWNER shall install and maintain the encroaching structure in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the right of way, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.
6. The OWNER hereby agrees to indemnify and save the CITY and its officers and employees harmless from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroaching structure.
7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the right of way or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.
8. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.
9. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until the OWNER complies, or to cause the removal of the encroaching structure from its right of way or from City property without cost to the CITY.

10. Notwithstanding any other provision of this Agreement, the CITY may terminate the right, privilege, and easement granted herein by the provision of at least thirty-days (30) written notice to the OWNER.

IT IS UNDERSTOOD AND AGREED that this Agreement shall become null and void if actual installation of the encroaching structure is not complete within one (1) year from the date of the execution of this Agreement.

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

THE CLARK GROUP

By: _____ (Seal)
Stephen L. Clark, Vice President

CITY OF GREENVILLE

By: _____
Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

RECOMMENDED:

Wes Anderson, Public Works Director

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

WITNESS my hand and Notarial Seal, this the _____ day of November, 2010.

_____, Notary Public
(Print or Type Name of Notary Here)

My Commission Expires: _____

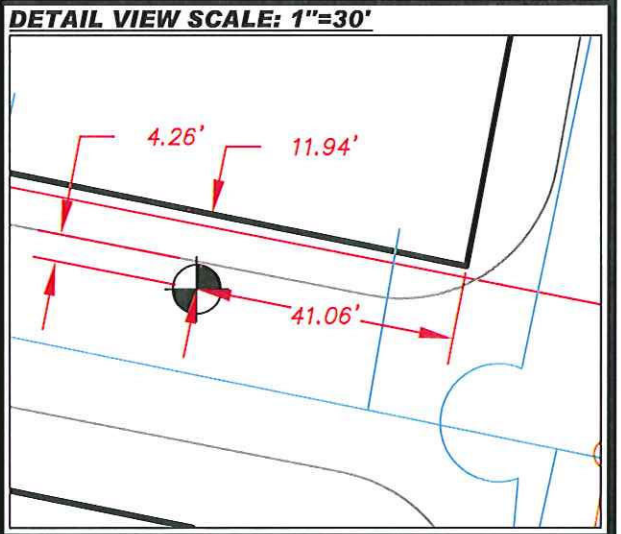
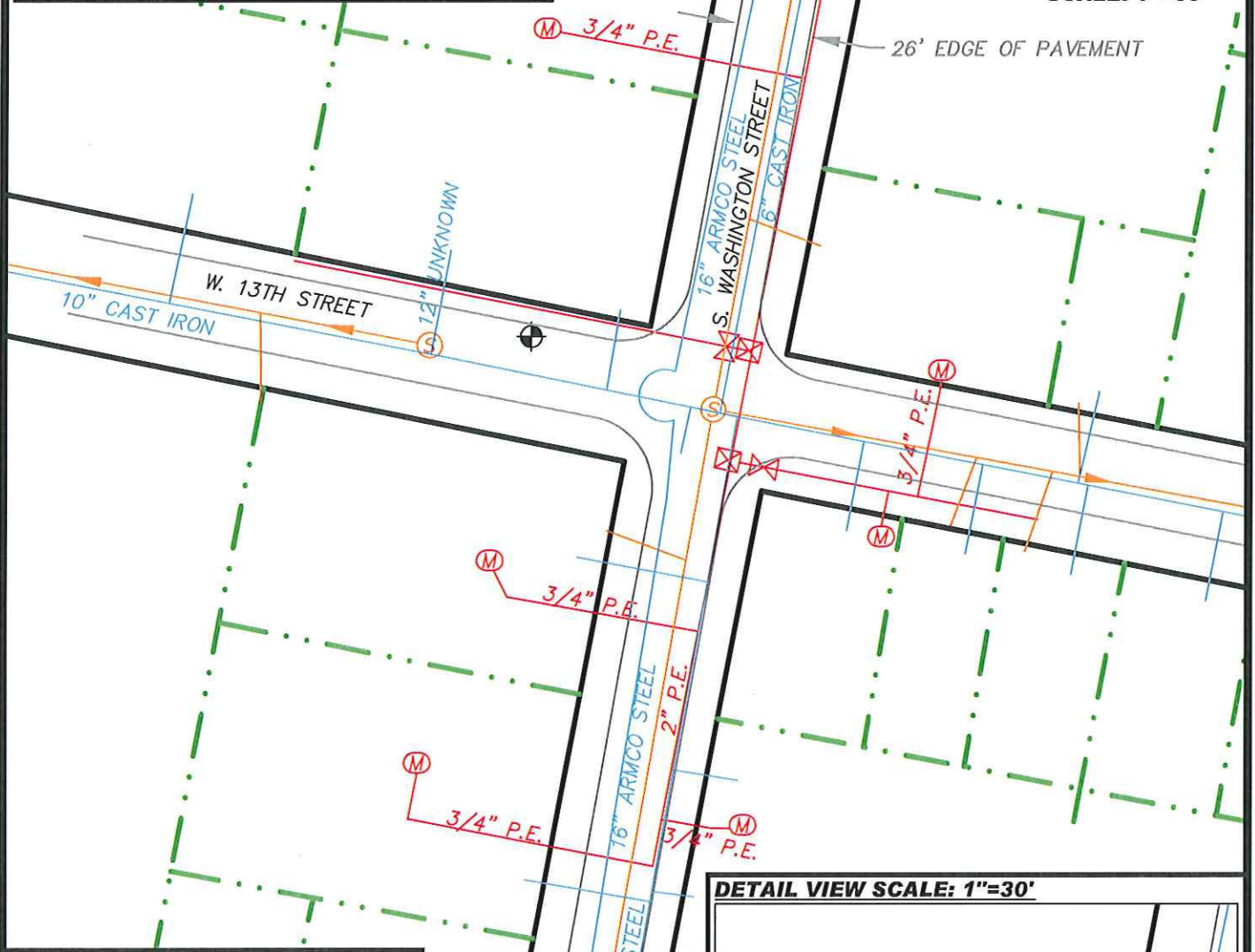
I, _____, Notary Public of said Pitt County, North Carolina, do hereby certify that Stephen L. Clark, personally appeared before me this day and acknowledged he is the vice president of The Clark Group, and that by authority duly given, he signed the foregoing instrument for and on behalf of said company.

WITNESS my hand and Notarial Seal, this the _____ day of October, 2010.

_____, Notary Public
(Print or Type Name of Notary Here)

My Commission Expires: _____

**PERCO STATION
GREENVILLE, NC
CLARK PROJECT NO. 96195**



- LEGEND**
- PROPOSED MONITORING WELL
 - METER
 - SHUT OFF BOX
 - VALVE
 - SANITARY SEWER MANHOLE
 - GAS UTILITY
 - SEWER UTILITY
 - WATER UTILITY



EXHIBIT MAP

EXHIBIT

DRAWN BY:
W.R.D

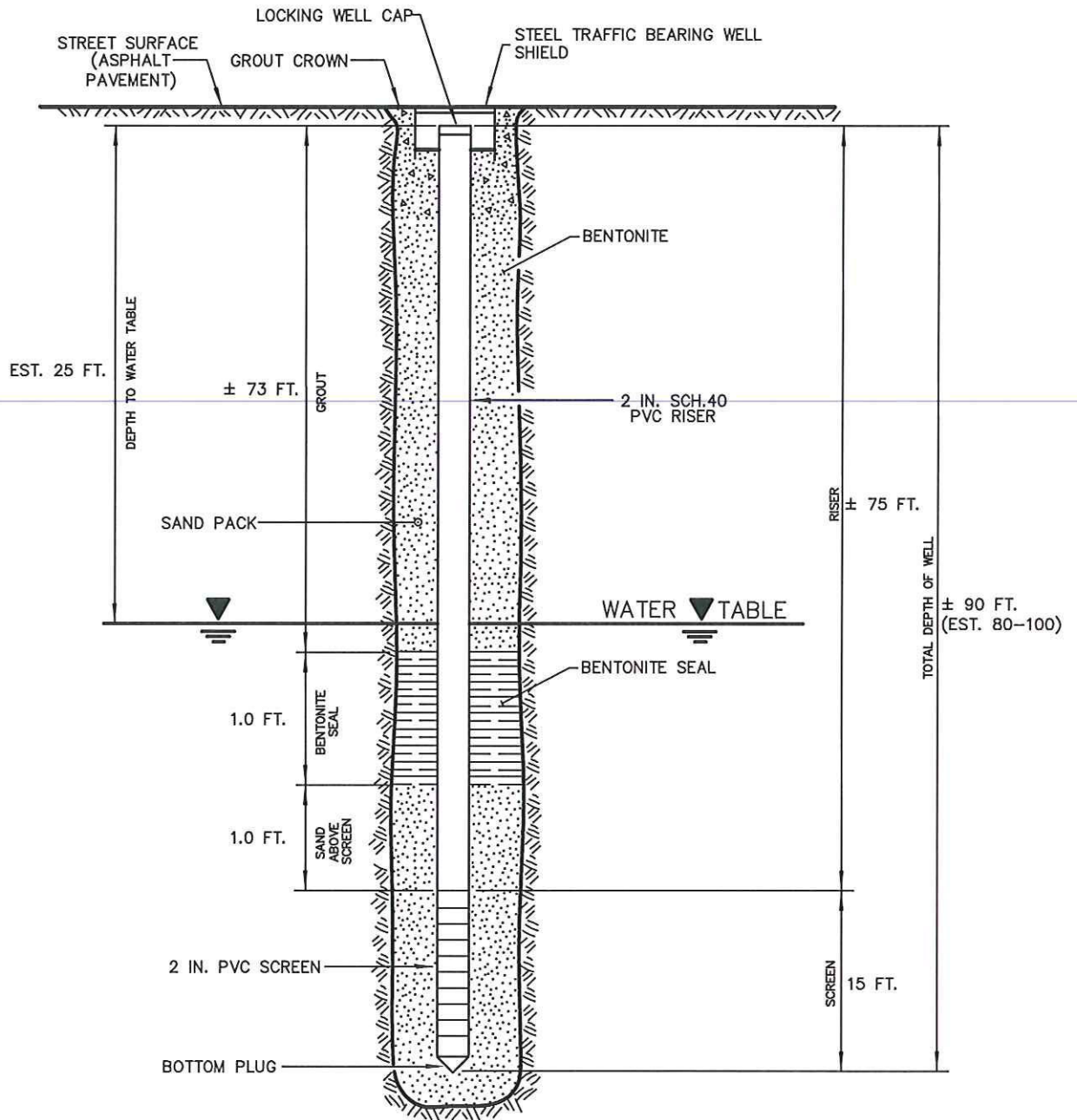
DATE:
8/25/10

PERCO STATION

GREENVILLE, NC

CLARK PROJECT NO. 96195

PROPOSED MW19



PROPOSED MONITORING WELL DETAIL

NOT TO SCALE

THE CLARK GROUP 

Item # 5



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Resolution approving a municipal agreement with the North Carolina Department of Transportation for Section 5303 Planning Grant Funds

Explanation: The City of Greenville 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's annual Planning Work Program. This agreement provides Greenville Area Transit (GREAT) planning funds for FY 10-11. The Federal Transit Administration and the North Carolina Department of Transportation are the approving agencies for this grant. The Federal program funds 80% of the grant, the State funds 10%, and the City provides the required 10% match. These funds are used to support the salaries of the Transit Manager and the system planner.

Fiscal Note:

Federal Share	\$27,424
State Share	\$ 3,428
City Share	<u>\$ 3,428</u>
TOTAL	\$34,280

Funds for the City Share are available in the 2010-2011 GREAT budget.

Recommendation: Approve the attached resolution approving a municipal agreement for the Section 5303 Planning Grant Funds.

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

Attachments / click to download

[Grant Application for 5303 Funds](#)

[Authorizing Resolution for the 5303 Grant Program FY 2011_880906](#)

AUTHORIZING RESOLUTION

THE FY2011 PLANNING WORK PROGRAM
OF THE GREENVILLE URBAN AREA.

5303 Grant Program

11-08-011

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 City Manager 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 8th day of November, 2010

Wayne Bowers, City Manager

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 November 8, 2010.

Carol L. Barwick, 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: 11-08-011

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

WBS ELEMENT: 36230.17.9.6

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 Metropolitan Planning Organization**, hereinafter referred to as the "Contractor"].

WHEREAS, the Contractor has been selected by principal elected officials as the designated transportation Lead Planning Agency for the **Greenville Urban Area Metropolitan Planning Organization**; 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 Metropolitan Planning Organization**; 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.** **City of Greenville is requesting funds to address current unmet needs to the community, including modified and enhanced routes and schedules. Other activities planned include updates for safety operations of the transit system and public information enhancement.** 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, 2009, Document Number FTA MA (16), at www.fta.dot.gov/documents/16-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-FOUR THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$34,280)** 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-SEVEN THOUSAND FOUR HUNDRED TWENTY-FOUR DOLLARS (\$27,424)**.

(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 FOUR HUNDRED TWENTY-EIGHT DOLLARS (\$3,428)**. 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 01, 2010 TO JUNE 30, 2011**, 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. Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

- (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
- (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 27. 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 28. 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 29. Amendments/Revisions to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment or revision to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. The Contractor agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for amendments and or

revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.

Section 30. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 31. Geographic Information and Related Spatial Data. In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, the Contractor agrees to implement its Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, consistent with the National Spatial Data infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Section 32. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 33 Termination of Agreement.

a. The Department of Transportation. In the event of the Contractor's noncompliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of Federal and State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Contractor has willfully misused Federal/State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of Federal and State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 13) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described

above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination.

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 34. 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 Address: PO Box 7207 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 Address: 1500 Beatty Street City: Greenville, NC 27834

Section 35. Federal Certification Regarding Lobbying. The Contractor certifies, by signing this Agreement, its compliance with Subsection 7e of this Agreement.

Section 36 Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 16c of this Agreement.

Section 37. 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 38. 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

CONTRACTOR'S FEDERAL TAX ID NUMBER: 566000229
CONTRACTOR'S FISCAL YEAR END: JUNE 30, 2011

BY: _____

TITLE: **CITY MANAGER**

(SEAL)

ATTEST:
TITLE: City Clerk

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: **DEPUTY SECRETARY FOR TRANSIT**

ATTEST:
TITLE: SECRETARY



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Budget ordinance amendment #4 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57) and amendment to the Drew Steele Center Capital Project Fund (Ordinance No. 09-42)

Explanation: Attached is an amendment to the 2010-2011 budget ordinance for consideration at the November 8, 2010, City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To appropriate controlled substance funds to purchase surveillance equipment for the Special Investigations Unit (Total - \$6,593).

B To allocate contingency funds to install a pedestrian refuge island where the Green Mill Run Greenway crosses Tenth Street. This action was approved during the October 11, 2010 City Council meeting (Total - \$22,950).

C To appropriate funds needed to reimburse the Powell Bill (gas tax) account for expenditures paid to the North Carolina Department of Transportation in fiscal years 2008 and 2009 for the Highway 43 Widening Project. Further research has determined that this project is not Powell Bill eligible; therefore, the Powell Bill funds must be reimbursed. The project required a City match of \$500,000. The Capital Reserve will use \$250,000 previously designated for the Highway 43 Widening Project and \$250,000 from the Sidewalk Construction--DOT Projects designation in order to make this transfer. The reduction in the Sidewalk Construction--DOT Projects account will be made up by substituting half of the returned Powell Bill funds. The City share of sidewalks on DOT projects is an eligible Powell Bill expense. Staff will discuss recommendations for Capital Reserve Policy and the status of all Capital Reserve designations during a December City Council meeting (Total - \$500,000).

D To appropriate funds awarded by the State to Recreation and Parks from the N. C. Parks and Recreation Trust Fund (PARTF). Funds will be used to establish

the Drew Steele Center. Total project costs are estimated to be \$1,000,000. Donations were already appropriated and receipted within this fund during fiscal year 2009. Staff will have three years to spend the funding (Total - \$500,000).

Fiscal Note:

The budget ordinance amendment effects the following funds: increases General Fund by \$506,593; increases the Capital Reserve Fund by \$500,000; and increases the Drew Steele Center Project by \$500,000.

<u>Fund Name</u>	<u>Adjusted Budget</u>	<u>Proposed Amendment</u>	<u>Adjusted Budget</u>
General Fund	\$ 75,283,810	\$ 506,593	\$75,790,403
Capital Reserve Fund	\$ 200,000	\$ 500,000	\$ 700,000
Drew Steele Center Capital Project Fund	\$ 500,000	\$ 500,000	\$ 1,000,000

Recommendation:

Approve attached budget ordinance amendment #4 to the 2010-2011 City of Greenville budget (Ordinance No. 10-57) and amendment to the Drew Steele Center Capital Project Fund (Ordinance No. 09-42)

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 [Budget Amendments FY 2010 2011 872820](#)

ORDINANCE NO. 10-_____
CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#4) AMENDING THE 2010-2011 BUDGET (ORDINANCE NO. 10-57) AND AMENDMENT TO
THE DREW STEELE CENTER CAPITAL PROJECT FUND (ORDINANCE NO. 09-42)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 10-57, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2010-2011 BUDGET	#4 Amended 11/8/10	Total Amendments	Amended 2010-2011 Budget
<u>ESTIMATED REVENUES</u>				
Property Tax	\$ 30,453,036	\$ -	\$ -	\$ 30,453,036
Sales Tax	13,125,147	-	-	13,125,147
Utilities Franchise Tax	5,770,350	-	-	5,770,350
Other Unrestricted Intergov't Revenue	2,513,907	-	-	2,513,907
Powell Bill	1,910,210	-	-	1,910,210
Restricted Intergov't Revenues	1,565,038	A 6,593	677,101	2,242,139
Building Permits	715,570	-	-	715,570
Other Licenses, Permits and Fees	2,771,954	-	-	2,771,954
Rescue Service Transport	2,626,000	-	-	2,626,000
Other Sales & Services	976,309	-	-	976,309
Other Revenues	212,085	-	-	212,085
Interest on Investments	1,865,731	-	-	1,865,731
Transfers In GUC	5,521,506	-	-	5,521,506
Other Financing Sources	789,786	C 500,000	500,000	1,289,786
Appropriated Fund Balance	2,983,066		813,607	3,796,673
TOTAL REVENUES	\$ 73,799,695	\$ 506,593	\$ 1,990,708	\$ 75,790,403
<u>APPROPRIATIONS</u>				
Mayor/City Council	\$ 383,212	\$ -	\$ -	\$ 383,212
City Manager	1,091,722	-	-	1,091,722
City Clerk	300,600	-	-	300,600
City Attorney	445,528	-	-	445,528
Human Resources	2,514,736	-	(75,000)	2,439,736
Information Technology	3,200,339	-	-	3,200,339
Fire/Rescue	12,652,643	-	15,000	12,667,643
Financial Services	2,285,851	-	-	2,285,851
Recreation & Parks	6,186,925	-	-	6,186,925
Police	22,393,782	A 6,593	366,503	22,760,285
Public Works	8,661,389	B,C 522,950	536,450	9,197,839
Community Development	1,628,061	-	227,244	1,855,305
OPEB	250,000	-	-	250,000
Contingency	949,440	B (22,950)	(22,950)	926,490
Capital Improvements	5,141,327	-	352,800	5,494,127
Total Appropriations	\$ 68,085,555	\$ 506,593	\$ 1,400,047	\$ 69,485,602
<u>OTHER FINANCING SOURCES</u>				
Debt Service	\$ 4,021,368	\$ -	\$ -	\$ 4,021,368
Transfers to Other Funds	1,692,772	-	590,661	2,283,433
	\$ 5,714,140	\$ -	\$ 590,661	\$ 6,304,801
TOTAL APPROPRIATIONS	\$ 73,799,695	\$ 506,593	\$ 1,990,708	\$ 75,790,403

Section II: Estimated Revenues and Appropriations. **Capital Reserve Fund**, of Ordinance 10-57, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2010-2011 BUDGET		Amended 11/8/10	Total Amendments	Amended 2010-2011 Budget
<u>ESTIMATED REVENUES</u>					
Appropriated Fund Balance	\$ 200,000	C	\$ 500,000	\$ 500,000	\$ 700,000
TOTAL REVENUES	\$ 200,000		\$ 500,000	\$ 500,000	\$ 700,000
<u>APPROPRIATIONS</u>					
Transfer to Other Funds	\$ 200,000	C	\$ 500,000	\$ 500,000	\$ 700,000
Total Expenditures	\$ 200,000		\$ 500,000	\$ 500,000	\$ 700,000
TOTAL APPROPRIATIONS	\$ 200,000		\$ 500,000	\$ 500,000	\$ 700,000

Section III: Estimated Revenues and Appropriations. **Drew Steele Capital Project Fund**, of Ordinance 09-42, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIG. BUDGET		Amended 11/9/09	Total Amendments	Amended Budget
<u>ESTIMATED REVENUES</u>					
Donations	\$ 500,000		\$ -	\$ -	\$ 500,000
Special State/Loc/Fed Grants	-	D	500,000	500,000	500,000
TOTAL REVENUES	\$ 500,000		\$ 500,000	\$ 500,000	\$ 1,000,000
<u>APPROPRIATIONS</u>					
Construction	\$ 500,000	D	\$ 189,500	\$ 189,500	\$ 689,500
Demolition	-	D	187,880	187,880	187,880
Architecture/Design	-	D	78,751	78,751	78,751
Contingency	-	D	43,869	43,869	43,869
Total Expenditures	\$ 500,000		\$ 500,000	\$ 500,000	\$ 1,000,000
TOTAL APPROPRIATIONS	\$ 500,000		\$ 500,000	\$ 500,000	\$ 1,000,000

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

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

Adopted this 8th day of November, 2010.

Patricia C. Dunn

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Various tax refunds

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

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Pitt County Tax Collector	Refund of City Taxes Paid	\$132.33
Mary Dawson	Refund of City Taxes Paid	\$107.16
Wheels Lt.	Refund of City Taxes Paid	\$258.95

Fiscal Note: The total to be refunded is \$498.44.

Recommendation: Approve the taxes refunded.

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City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Ordinance amending Horizons Plan 2009-2010 Update: Planning and Zoning Commission recommended change to the Future Land Use Plan Map, Area of Interest 6 located on SW Greenville Boulevard

Explanation: On September 20, 2010, the City Council continued its consideration of the Planning and Zoning Commission's recommended change to the Future Land Use Plan Map Area of Interest 6 to the November 8, 2010 City Council meeting.

The public hearing on this issue was held on September 20, 2010, as part of the *Horizons Plan 2009-2010 Update*, and no additional public hearing is required.

This agenda item was continued to the November 8, 2010, City Council meeting. The continuance was requested to afford additional time for interested persons to evaluate the proposed recommended changes and to determine available options.

Fiscal Note: No direct cost to the City.

Recommendation: The Planning and Zoning Commission recommends the Future Land Use Plan Map be amended to reflect the changes to Area of Interest 6 as illustrated in the *Horizons: Greenville's Community Plan 2009-2010 Update*.

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

Attachments / click to download

[Horizons Plan Update amendment ordinance 878017](#)

[Horizons update excerpt PZ minutes Apr20 2010 Area6 879635](#)

ORDINANCE NO. 10-__
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
AMENDING HORIZONS: GREENVILLE'S COMMUNITY PLAN

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 September 20, 2010 at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending Horizons: Greenville's Community Plan;

WHEREAS, the Horizons: Greenville's Community Plan was adopted on January 9, 1992 by the Greenville City Council per Ordinance 2412; and

WHEREAS, the Horizons: Greenville's Community Plan will from time to time be amended and portions of its text clarified by the City Council; and

WHEREAS, Future Land Use Plans are to be prepared to expand and clarify portions of the Horizons: Greenville's Community Plan; and

WHEREAS, the City Council of the City of Greenville has per Ordinance No. 97-73 adopted the Greenville Future Land Use Plan Map and associated text dated June 4, 1997, as amended, as an amendment to the Horizons: Greenville's Community Plan; and

WHEREAS, the City Council of the City of Greenville has per Ordinance No. 04-10 amended the Horizons: Greenville's Community Plan and Future Land Use Plan Map pursuant to the 2004 Update; and

WHEREAS, the Horizons: Greenville's Community Plan 2009-2010 Update, as amended was adopted on September 20, 2010 by the Greenville City Council per Ordinance No. 10-78; and

WHEREAS, consideration of portions of the Horizons: Greenville's Community Plan 2009-2010 Update, dated September 20, 2010 was continued to the November 8, 2010 City Council meeting; and

WHEREAS, the Planning and Zoning Commission and the City Council have reviewed the Horizons: Greenville's Community Plan and the Future Land Use Plan Map and a public hearing has been held to solicit public comment.

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

Section 1. The Horizons: Greenville's Community Plan 2009-2010 Update dated September 20, 2010, as amended by City Council on September 20, 2010 is hereby amended to

incorporate by reference the recommended change to the Future land Use Plan Map as described under Horizons: Greenville's Community Plan 2009-2010 Update dated September 20, 2010, "Future land use Plan Map: Recommended Changes, Section 2 Areas of Interest, Table X, entitled Area 6", located on SW Greenville Boulevard.

Section 2. That the Director of Community Development is directed to amend the Horizons: Greenville's Community Plan Future Land Use Plan Map in accordance with the subject Future Land Use Plan Map recommended changes in the Horizons: Greenville's Community Plan 2009-2010 Update dated September 20, 2010.

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 8th day of November, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

DRAFT (EXCERPT)

Horizons: Greenville's Community Plan 2009 - 2010 Update: Final Report



**Community Development Department,
Planning Division
November 8, 2010**

FUTURE LAND USE PLAN MAP: RECOMMENDED CHANGES

1 Purpose

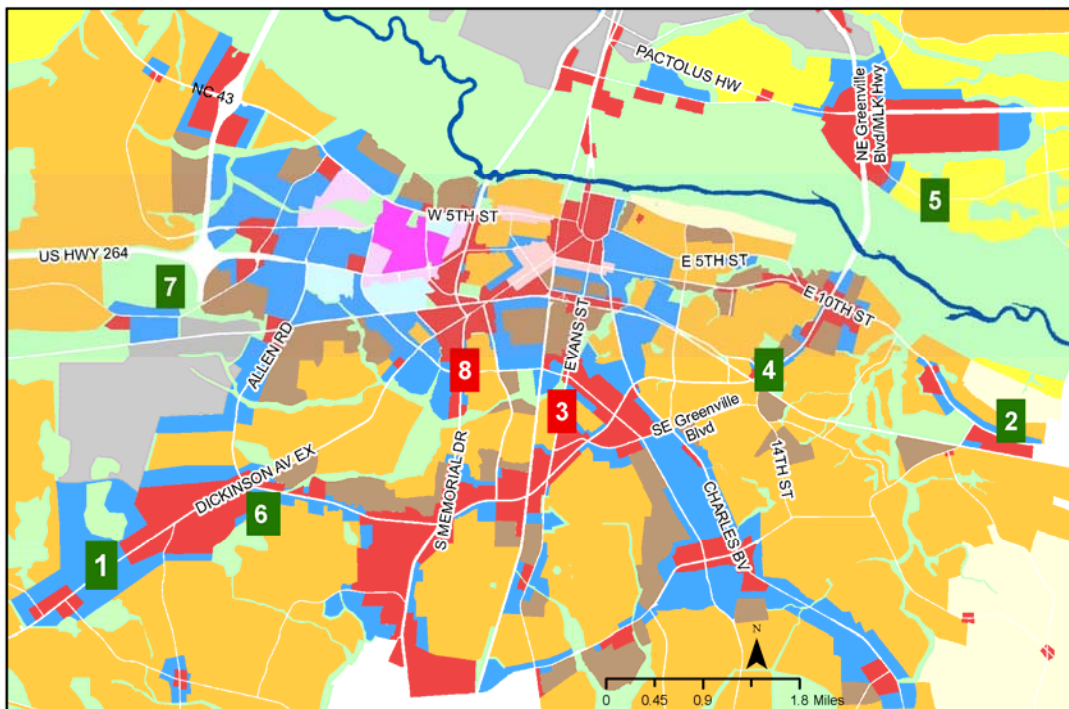
The previous section of this report summarized the City-initiated and private requests to change the Future Land Use Plan Map (FLUPM) since 2004. Private land owners or their representatives can formally petition the City of Greenville to amend the FLUPM for those areas directly affecting their properties. That option will continue to be available going forward.

Any time that the planning staff, commissioners, and council members are asked to evaluate the appropriateness of possible FLUPM changes, the subject areas are analyzed with respect to a range of comprehensive planning considerations—including potential impacts on transportation corridors, focus areas, and residential neighborhoods. The five year review process is not a departure from the City's ongoing planning efforts. However, the data and analyses generated by the process presents an advanced opportunity for the community to evaluate multiple future urban growth corridors or areas in the city, and then make targeted changes to the Future Land Use Plan Map, as necessary.

2 Areas of Interest

As part the five year review process, the Planning and Zoning Commission invited members of the public to suggest “areas of interest” within the City's planning jurisdiction that the commission might study to determine whether it would be appropriate to amend the Future Land Use Plan Map for those areas. The public had multiple opportunities to make such requests between November 2009 and April 2010.

In response to those requests, the commission agreed to evaluate **eight (8) areas of interest**. The areas are well distributed throughout the city; however, they tend to be located along current or future (anticipated) major growth corridors including E. 10th Street, Hwy 264, Greenville Boulevard, and Dickinson Avenue Extension:



The Planning and Zoning Commission held four public hearings between February 3, 2010 and April 20, 2020 to evaluate the areas of interest and consider making recommendations to amend the FLUPM:

Table X: Areas of Interest

Area	Location	Meeting	From	To	P&Z recommendation
1	Hwy-13 Dickinson Ave Ext.	February 3 - workshop	OIMF	C	Change to C (primary & additional areas)
2	Hwy 33/E. 10th Street	February 3 - workshop (cont.); February 16	OIMF	C	Change to C (primary area)
3	Evans Street	February 3 - workshop	MDR	OIMF	No change
4	SE Greenville Blvd/14th Street	March 16	OIMF	C	Change to C (7 parcels)
5	Old Pactolus Rd	March 16 (cont.); April 20	C/OS, VLDR, OIMF	C	Change to C (all of primary area)
6	SW Greenville Blvd	April 20	OIMF/MDR/COS	C	Change portion to C, as per staff recommended configuration
7	Hwy-264/Old Stantonsburg	April 21	COS/OIMF	C	Change to C (primary area)
8	S. Memorial Drive	April 22	OIMF	C	No change

After evaluating all of the areas of interest, the Planning and Zoning Commission voted to recommend changes to the Future Land Use Plan Map for areas 1, 2, 4, 5, 6, and 7 (black font) and voted not to recommend any changes for areas 3 and 8 (red font). The six recommended changes to the FLUPM are summarized in the remainder of this section.¹

3 Recommended Changes

The Planning and Zoning Commission recommended to the Greenville City Council that the Future Land Use Plan Map be amended to reflect six (6) changes. The City Council held a public hearing on September 20, 2010 to discuss the Planning and Zoning Commission's recommendations to amend the Horizons plan and voted to include four of the six FLUPM recommended changes. The City Council voted to continue the Planning and Zoning Commission's recommendation for Area 6 and eliminate the recommendation for Area 4, as part of the final version of the Horizons: Greenville's Community Plan 2009 – 2010 Update. The four changes to the Future Land Use Plan Map that the City Council decided to include in this plan, and the continued item (Area 6), are described in the remainder of this section.

Each recommendation in this section includes side-by-side "before" and "after" maps illustrating the relevant sections of the Current Future Land Use Plan Map (on the left) and Proposed Future Land Use Plan Map (on the right). The black lines represent the areas that the Planning and Zoning Commission studied prior to making their recommendations. The solid lines correspond to the primary areas that were under consideration, or those areas of which interested parties asked the Planning and Zoning Commission to consider. The dotted lines on the "before" and "after" maps correspond to the additional

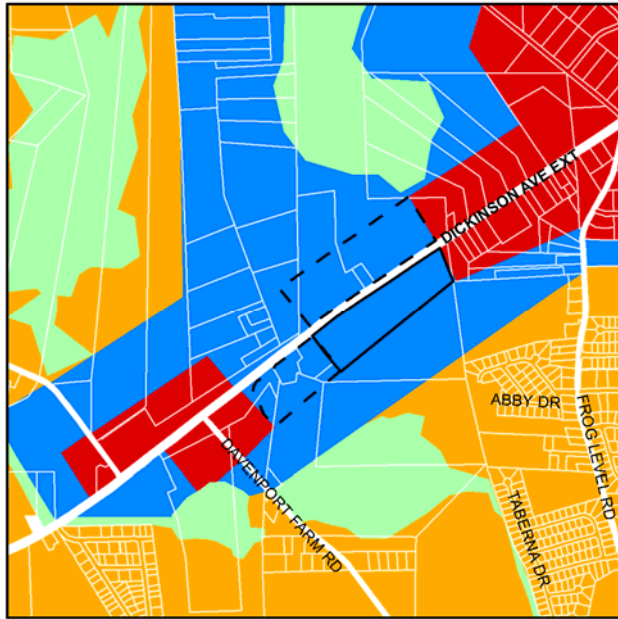
¹ For a detailed review of the staff analyses and Planning and Zoning Commission's discussions and votes for each of the areas of interest, see the public record: Planning and Zoning Commission agendas and minutes, which are available on the City of Greenville, Community Development Department website, http://www.greenvillenc.gov/departments/community_development/information/default.aspx?id=1067. At the conclusion of all P&Z discussions and votes pertaining to the 2009 – 2010 Comprehensive Plan Review Report, copies of the relevant P&Z agendas and minutes will be included in Appendix A, 5 -Year Comprehensive Plan Review Public Forum Process and Outline, along with other materials documenting the public process involved in the five year review.

areas under consideration. The “additional areas” were specifically highlighted by the City’s planning staff to take into consideration potential impacts from FLUPM changes on adjacent, similarly-situated areas. The planning staff was not necessarily (or even typically) recommending any changes within the additional areas (or within the primary areas, for that matter) and no property owners requested that the Planning and Zoning Commission evaluate the additional areas (dotted lines), only the primary areas (solid lines).

Area 1 - Highway 13/Dickinson Avenue Ext./SW Bypass

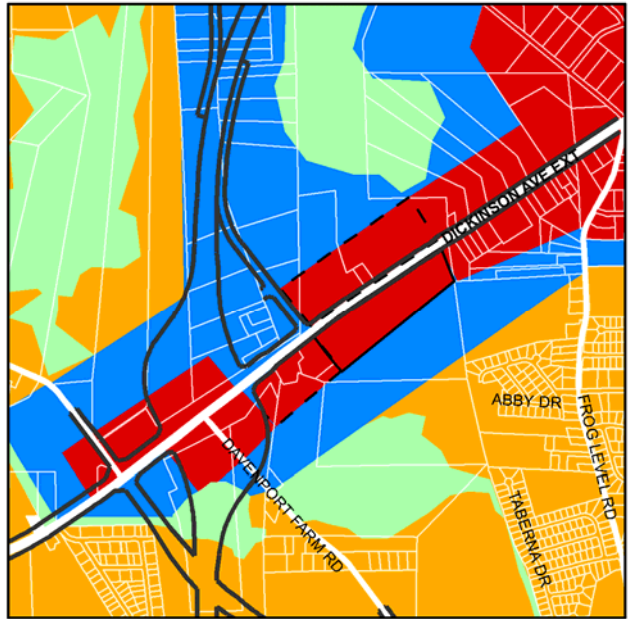
Current Future Land Use Plan Map

- Office Institutional Multifamily (blue) recommended for both sides of Dickinson Ave Ext corridor, between two commercial focus areas



Proposed Future Land Use Plan Map

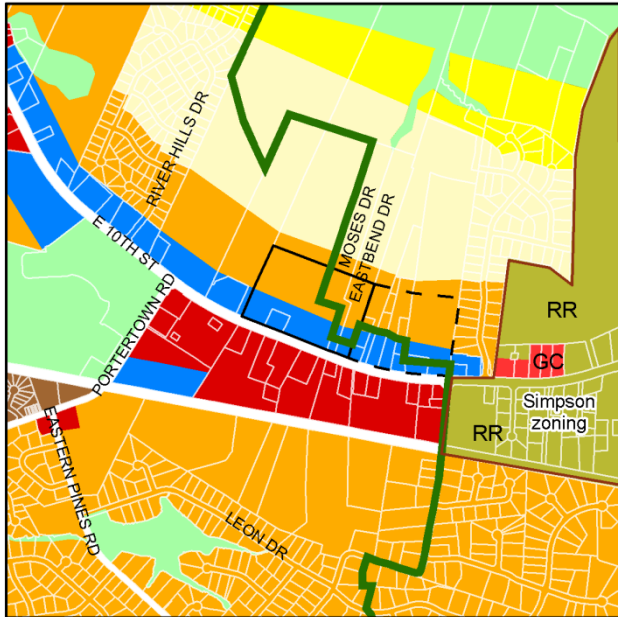
- Amend FLUPM to recommend additional commercial (red) on both sides of Dickinson Ave Ext to replace commercial lost to SW Bypass corridor (outlined in dark gray below)



Area 2 - Highway 33/East 10th Street Extension

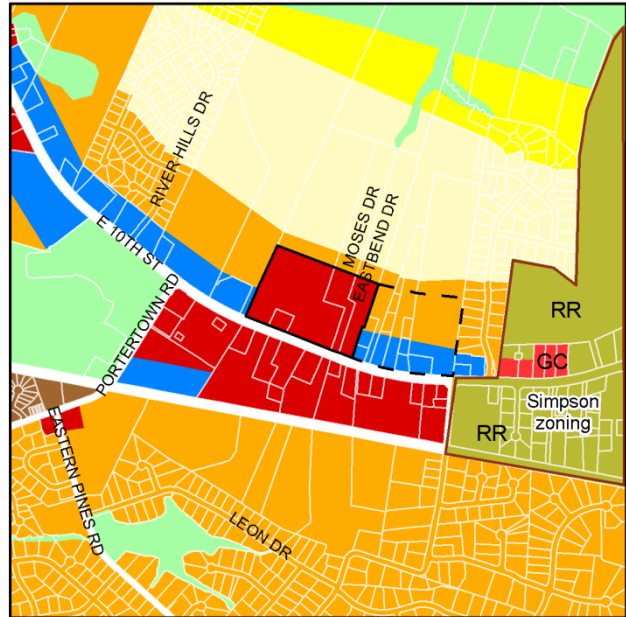
Current Future Land Use Plan Map

- OIMF (blue) and MDR (orange) recommended for north side of E 10th St corridor



Proposed Future Land Use Plan Map

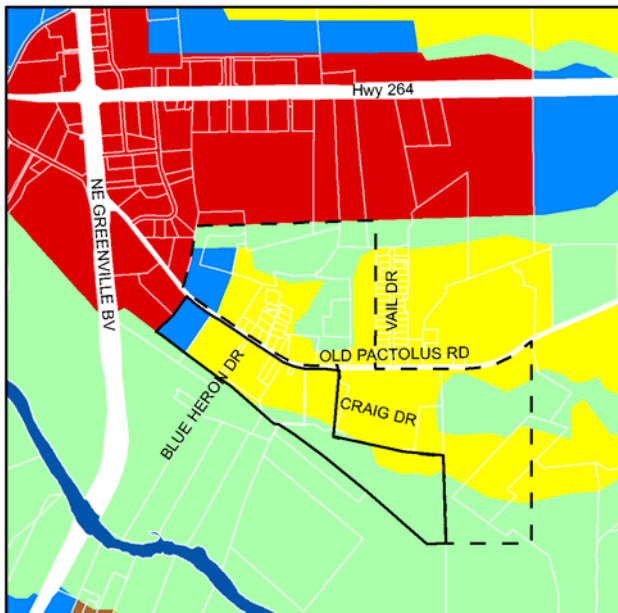
- Amend FLUPM to recommend additional commercial (red) on the north side of E 10th St



Area 5 - Old Pactolus Road

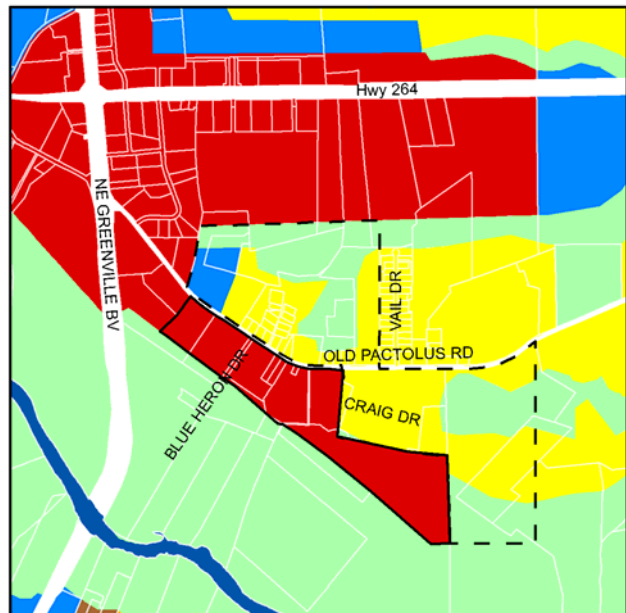
Current Future Land Use Plan Map

- OIMF (blue), Low Density Residential (yellow), and Conservation/Open Space (green) recommended for both sides of Old Pactolus Rd.



Proposed Future Land Use Plan Map

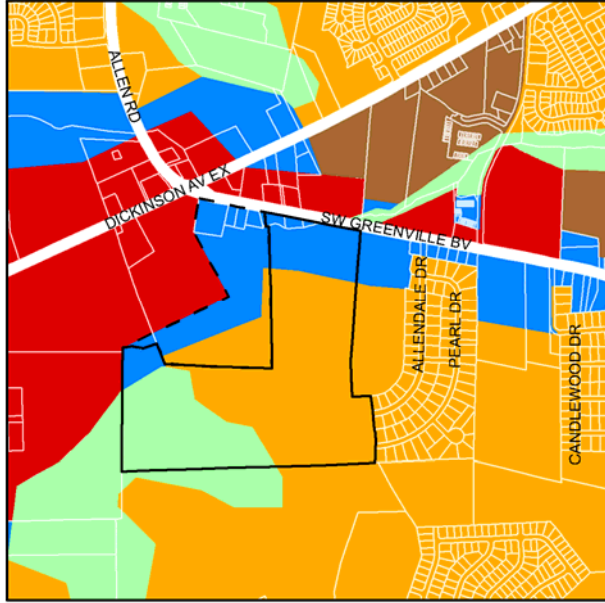
- Amend FLUPM to recommend commercial (red) on south side of Old Pactolus Rd., with expectation that additional commercial in area would have potential to support only lower intensity uses (e.g., outdoor commercial recreation)



Area 6 – SW Greenville Boulevard

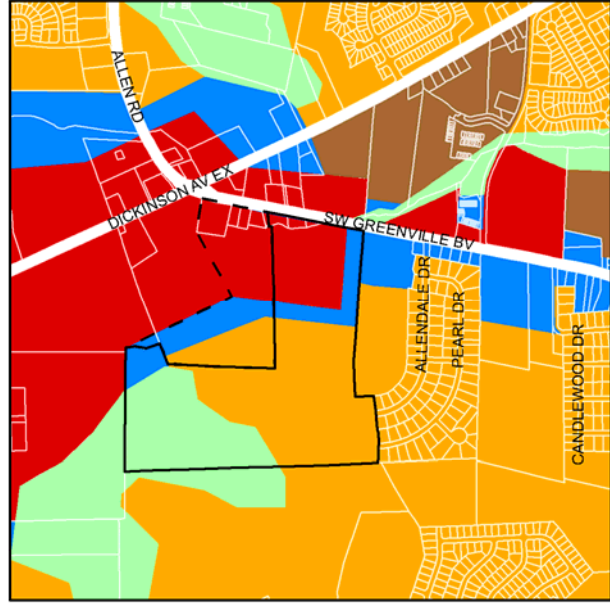
Current Future Land Use Plan Map

- OIMF (blue), Medium Density Residential (orange), & Conservation/Open Space (green) recommended on south side of SW Greenville Blvd corridor



Proposed Future Land Use Plan Map

- Amend FLUPM to recommend additional commercial (red) along the corridor, with OIMF buffer/transition adjusted accordingly



Area 7 – Highway 264/Martin Luther King, Jr. Hwy/Old Stantonsburg Road

Current Future Land Use Plan Map

- C/OS (green) and limited OIMF (blue) recommended for primary area; OIMF recommended for north side of Old Stantonsburg Rd. corridor

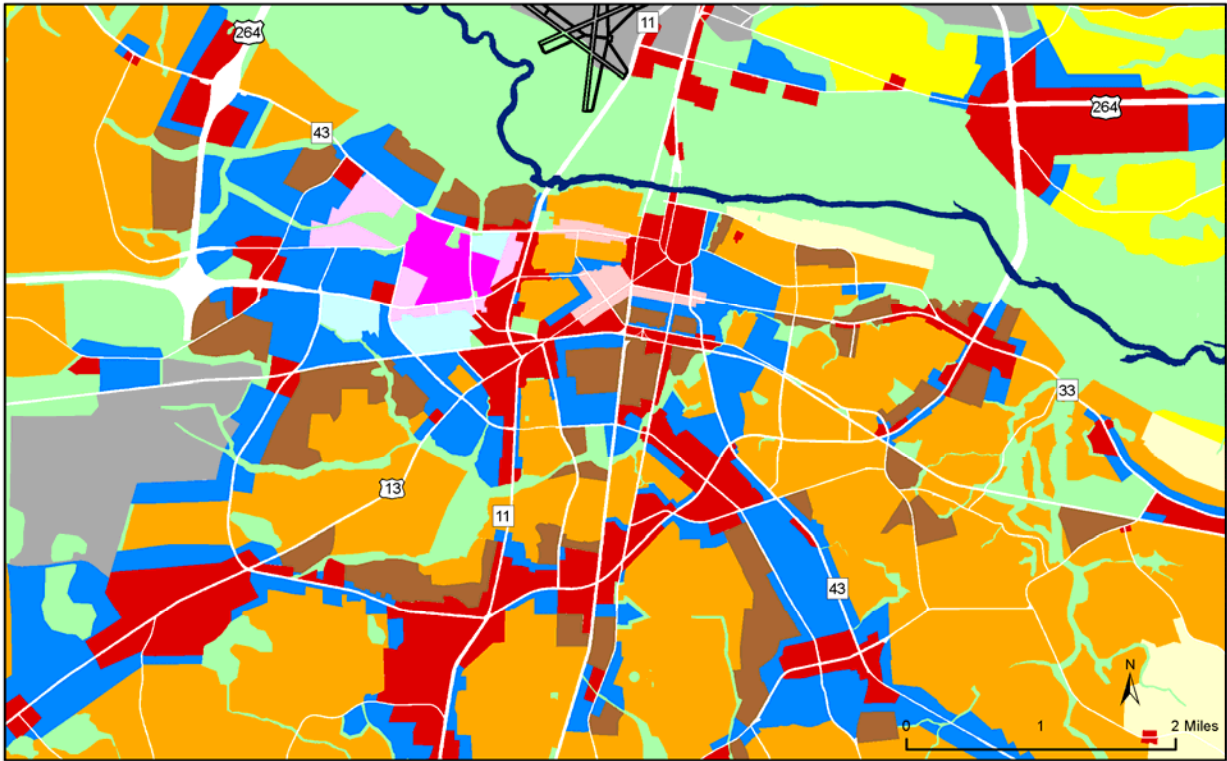


Proposed Future Land Use Plan Map

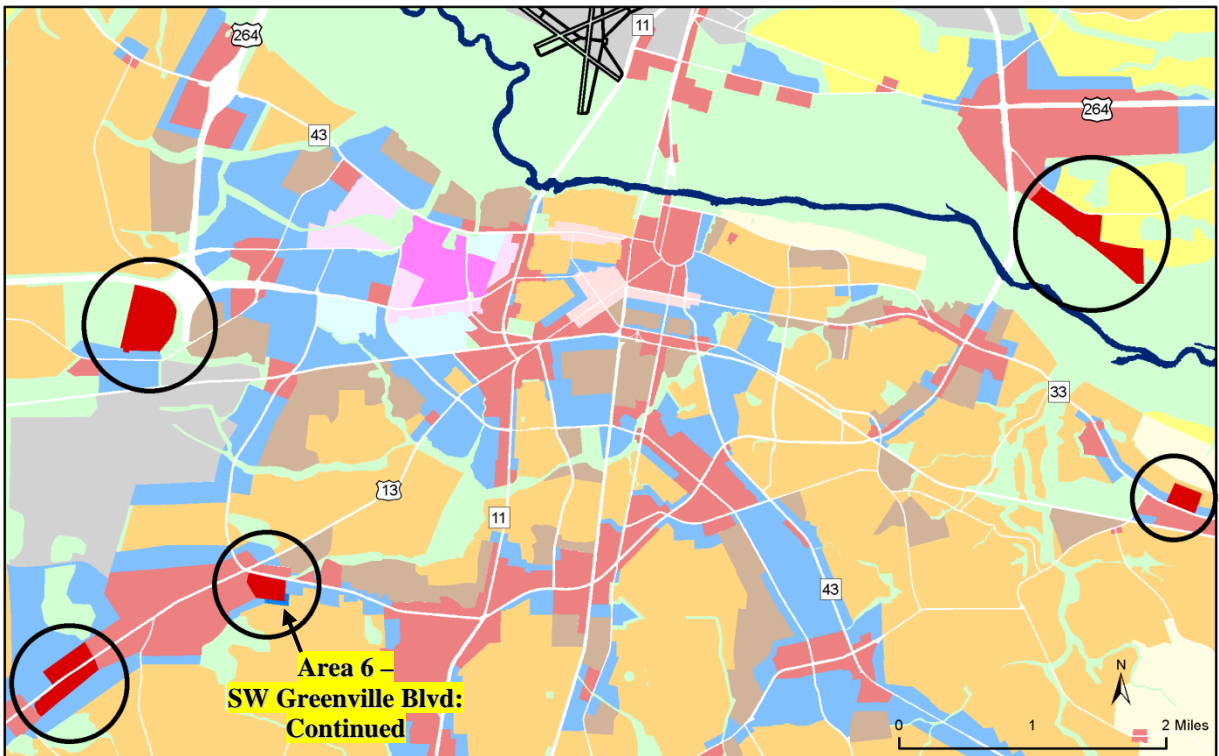
- Amend FLUPM to recommend commercial (red) in primary area, with expectation that it would have potential to support only lower intensity uses



Current Future Land Use Plan Map



Proposed Future Land Use Plan Map: All Recommended Changes (circled and in bold colors)



Excerpt from the April 20, 2010 Planning and Zoning Commission meeting minutes

Comprehensive Plan Review: Future Land Use Plan Map consideration of Area of Interest #6 – SW Greenville Boulevard

Mr. Wisemiller stated the primary area is on the south side of SW Greenville Boulevard and contains approximately 84.5+/- acres with the additional area including the Greenville Christian Academy and another adjacent area near the corner of SW Greenville Boulevard and Dickinson Ave Ext. (total 48.1+/- acres). He said in 1995 there was a request to rezone 32.6 acres of the primary area from RA20 to O&I, CS and R-6 that was denied. The property is located in Vision Area E of the Comprehensive Plan. SW Greenville Boulevard is a connector corridor and a major thoroughfare. On the south side of SW Greenville Boulevard the FLUPM recommends an OIMF transitional/buffer.

Mr. Wisemiller said the primary area also includes MDR and C/OS. There are two regional focus areas. He said the purpose of the OIMF belt on the south side of SW Greenville Boulevard is for transition of uses, infrastructure management and to minimize “strip” commercial development. Mr. Wisemiller said staff has not identified changed conditions that have impacted the primary area in a manner or to a degree not previously anticipated at the time of adoption of the current FLUPM; therefore, no change appears to be warranted. He said proposed changes to the FLUPM should also meet other consideration criteria. If P&Z recommends that the FLUPM be amended to include commercial in the primary area, staff recommends that any such changes correspond to include a connection to the regional focus area at SW Greenville Boulevard and Dickinson Avenue Extension. The new configuration should include OIMF transitions, as necessary, long-term strategy for managing commercial development in a regional focus area, preservation of the remaining OIMF “belt” on SW Greenville Boulevard, moderately reduced in scope, and should limit “strip” commercial development.

Mr. Randall asked why the church wouldn't serve as the transition from commercial since it is zoned OIMF.

Mr. Wisemiller said it would but you would still want to have some buffer between the commercial on the corridor and the church property.

Mr. Hamilton said the applicant had presented that as a part of their request.

Mr. Jon Day spoke in favor of the request on behalf of the applicant. He said the concerns in the past over rezoning this property dealt with the multi-family component of the request. He said this request was to extend the existing commercial shown on the land use plan. He said they proposed to leave an OR buffer to buffer the commercial from the adjacent church and the medium density residential located to the south. Mr. Day said they had discussed the request with a number of property owners that were in support of the request. He said residents of the Red Oak subdivision were concerned with OR or multi-family zoning adjacent to the neighborhood.

Mr. John Moye, Jr. spoke in favor of the request. He said he felt these changes would benefit the property as well as the area.

Ms. Rich asked what they planned to develop there.

Mr. Moye said they didn't have a plan at this time, but they anticipated some type of shopping center.

Mr. Reggie Outerbridge, president of the Red Oak Subdivision, spoke in opposition to the request. He said they were concerned with what would be placed in the area because it could be many things if the

property is rezoned to commercial. He said traffic was already an issue in the area and this could make it worse.

Mr. Ed Tilley, resident of the Red Oak Subdivision, spoke in opposition to the request. He said he was part of the opposition for the multi-family request several years ago. He was concerned with the connectivity of the streets into Red Oak Subdivision.

Mr. Jon Day spoke in favor in rebuttal. He said when they met with the residents of Red Oak they didn't know what would be proposed. He said he explained it would more than likely be a mixture of tenants that would meet their retail needs. He said there was an opportunity to have some interconnectivity around the church, alleviating some of the traffic problems.

Ms. Lillian Outerbridge of the Red Oak Subdivision spoke in opposition in rebuttal. She said she was happy to be able to communicate with Mr. Moye and Mr. Day; however she still has concerns because they haven't been told "what" or "how" any of this would be done.

Motion was made by Mr. Ramey, seconded by Mr. Randall to approve the area as recommended by staff. All but Mr. Parker and Mr. Maxwell voted in favor. Motion carried.

Respectfully submitted,
Merrill Flood
Secretary



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Resolution Adopting a Code of Ethics for the City Council of the City of Greenville

Explanation: At City Council's October 11, 2010, meeting, a draft Code of Ethics was presented to City Council and City Council discussed the Code.

During its 2009 Session, the North Carolina General Assembly passed a law which requires that City Council adopt, no later than January 1, 2011, a resolution or policy containing a code of ethics to guide actions by the governing board members in the performance of the member's official duties as a member of the governing board. The law provides that the resolution or policy shall address at least all of the following:

- (1) The need to obey all applicable laws regarding official actions taken as a board member.
- (2) The need to uphold the integrity and independence of the board member's office.
- (3) The need to avoid impropriety in the exercise of the board member's official duties.
- (4) The need to faithfully perform the duties of the office.
- (5) The need to conduct the affairs of the governing board in an open and public manner, including complying with all applicable laws governing open meetings and public records.

The UNC School of Government has published a Model Code of Ethics for North Carolina Elected Officials. A copy of the Model Code is attached.

Utilizing the Model Code as a base with most of its provisions retained, a resolution has been prepared which will comply with the requirements of the

law. The preamble, the optional additions to Section 1 on keeping up to date about legal issues and requirements, and the optional section on censure are not included in the resolution.

The censure provision is not retained in the resolution. The State law that requires City Council to adopt the Code of Ethics does not provide any authority for enforcing it. City Council has no authority to create or impose sanctions for violation of the Code of Ethics. However, the Code of Ethics may provide for a resolution censuring a person who violates the Code of Ethics. But, censure has no legal effect on the censured person. Additionally, there would be a significant amount of time and effort involved for a censure proceeding, and it is likely to adversely impact City Council relationships. In the City Attorney's opinion, these factors outweigh whatever benefit is achieved by censuring a person and, therefore, provisions providing for censure are not included in the resolution.

Fiscal Note: There is no fiscal impact caused by consideration of the Code of Ethics.

Recommendation: Approval of the attached Resolution Adopting a Code of Ethics for the City Council of the City of Greenville will comply with the statutory requirements.

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

Attachments / click to download

[📎 Resolution for City of Greenville Code of Ethics Policy 878744](#)

[📎 Code of Ethics Policy 877349](#)

RESOLUTION NO. 10-

RESOLUTION ADOPTING A CODE OF ETHICS FOR
THE CITY COUNCIL OF THE CITY OF GREENVILLE

WHEREAS, North Carolina General Statute 160A-86 provides that the governing boards of cities are to adopt a resolution or policy containing a code of ethics to guide actions by the governing board members in the performance of the member's official duties as a member of that governing board; and

WHEREAS, in compliance with the provisions of North Carolina General Statute 160A-86, the Greenville City Council has determined to adopt a Code of Ethics for the City Council of the City of Greenville;

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

Section 1. That the Code of Ethics for the City Council of the City of Greenville is hereby adopted, said Code of Ethics to read as follows:

**CODE OF ETHICS FOR THE CITY COUNCIL
OF THE CITY OF GREENVILLE**

Section 1. Purpose.

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the City Council of the City of Greenville and to help determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for best judgment of the Mayor or a Council Member.

Section 2. General Principles.

The general principles underlying this Code of Ethics are as follows:

- (a) The stability and proper operation of democratic representative government depend upon public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people upon their elected officials.
- (b) Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.
- (c) The Mayor and Council Members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.

- (d) The Mayor and Council Members must always remain aware that at various times they play different roles:
 - (i) As advocates, who strive to advance the legitimate needs of their citizens;
 - (ii) As legislators, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions; and
 - (iii) As decision-makers, who arrive at fair and impartial quasi-judicial and administrative determinations.
- (e) The Mayor and Council Members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.
- (f) The Mayor and Council Members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must utilize his or her own conscience to determine what conduct is appropriate.

Section 3. Obedience of Applicable Laws.

The Mayor and Council Members should obey all laws applicable to their official actions as members of the City Council. The Mayor and Council Members should be guided by the spirit as well as the letter of the law in whatever they do. At the same time, the Mayor and Council Members should feel free to assert policy positions and opinions without fear of reprisal from the Mayor or other Council Members or citizens. To declare that the Mayor or a Council Member is behaving unethically because one disagrees with that person on a question of policy (and not because of that person's behavior) is unfair, dishonest, irresponsible, and itself unethical.

Section 4. Integrity and Independence.

The Mayor and Council Members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- (a) Adhering firmly to a code of sound values;
- (b) Behaving consistently and with respect toward everyone with whom they interact;
- (c) Exhibiting trustworthiness;
- (d) Living as if they are on duty as elected officials regardless of where they are or what they doing;
- (e) Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner;
- (f) Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinions and ideas of others;
- (g) Disclosing contacts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves;
- (h) Treating the Mayor, other Council Members and the public with respect and honoring the opinions of others even when they disagree with those opinions;
- (i) Not reaching conclusions on issues until all sides have been heard;

- (j) Showing respect for their offices and not behaving in ways that reflect badly on those offices;
- (k) Recognizing that they are part of a larger group and acting accordingly; and
- (l) Recognizing that the Mayor and individual Council Members are not generally allowed to act on behalf of City Council but may only do so if the City Council specifically authorizes it, and that the City Council must take official action as a body.

Section 5. Avoidance of Impropriety.

- (a) The Mayor and Council Members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, for the purpose of this Code of Ethics impropriety will be considered in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the action of the Mayor or a Council Member would conclude that the action was inappropriate.
- (b) If the Mayor or a Council Member believes that his or her actions, while legal and ethical, may be misunderstood, the Mayor or Council Member should seek the advice of the City Attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it (such as consulting with the City Attorney).

Section 6. Faithful Performance of Duties.

- (a) The Mayor and Council Members should faithfully perform the duties of their offices. They should act as the especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.
- (b) The Mayor and Council Members should faithfully attend and prepare for meetings. They should carefully analyze all credible information properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the City Council has authority.
- (c) The Mayor and Council Members should be willing to bear their fair share of the City Council's workload. To the extent appropriate, they should be willing to put the City Council's interests ahead of their own.

Section 7. Openness.

- (a) The Mayor and Council Members should conduct the affairs of the City Council in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that local government records belong to the public and not to the Mayor, Council Members or their employees.
- (b) In order to ensure strict compliance with the laws concerning openness, the Mayor and Council Members should make clear that an environment of transparency and candor is

to be maintained at all times in the governmental unit. They should prohibit unjustified delay in fulfilling public records requests. They should take deliberate steps to make certain that any closed sessions held by City Council are lawfully conducted and that such sessions do not stray from the purposes for which they are called.

Section 2. That all resolutions and clauses of resolutions in conflict with this resolution are hereby repealed.

Section 3. That this resolution shall become effective upon its adoption.

This the 8th day of November, 2010

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**Code of Ethics for __ [Board's Official Name]__ of
[Name of City, County, Sanitary District, School Administrative
Unit, Unified Government, or Consolidated City-County],
North Carolina**

PREAMBLE

WHEREAS, the Constitution of North Carolina, Article I, Section 35, reminds us that a “frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty”;

WHEREAS, a spirit of honesty and forthrightness is reflected in North Carolina’s state motto, *Esse quam videri*, “To be rather than to seem”;

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards to adopt a code of ethics;

WHEREAS, as public officials we are charged with upholding the trust of the citizens of this [jurisdiction], and with obeying the law;

WHEREAS, __[other clauses that jurisdiction may desire]__

NOW THEREFORE, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens of the __[type of jurisdiction]__ of __[name of jurisdiction]__, and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we the [official name of governing board] do hereby adopt the following General Principles and Code of Ethics to guide the [type of governing board] in its lawful decision-making.

GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS

- The stability and proper operation of democratic representative government depend upon public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure.
- Board members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.
- Board members must always remain aware that at various times they play different roles:
 - As advocates, who strive to advance the legitimate needs of their citizens
 - As legislators, who balance the public interest and private rights in considering and enacting ordinances, orders, and resolutions
 - As decision-makers, who arrive at fair and impartial quasi-judicial and administrative determinations.

- Board members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.
- Board members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

CODE OF ETHICS

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the [official name of governing board] and to help determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a board member's best judgment.

Section 1. Board members should obey all laws applicable to their official actions as members of the board. Board members should be guided by the spirit as well as the letter of the law in whatever they do. At the same time, board members should feel free to assert policy positions and opinions without fear of reprisal from fellow board members or citizens. To declare that a board member is behaving unethically because one disagrees with that board member on a question of policy (and not because of the board member's behavior) is unfair, dishonest, irresponsible, and itself unethical.

Optional Addition to Section 1.

[Board members should endeavor to keep up to date, through the board's attorney and other sources, about new or ongoing legal or ethical issues they may face in their official positions. This educational function is in addition to the day-to-day legal advice the board may receive concerning specific situations that arise.]

Optional Addition to Section 1.

[Board members should endeavor to keep up to date, through the board's attorney and other sources, about the most pertinent constitutional, statutory, and other legal requirements with which they must be familiar to meet their legal responsibilities. The board should consider adopting a list of applicable laws and regulations, with appropriate commentary, as a reference document accompanying this Code.]

Section 2. Board members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values
- Behaving consistently and with respect toward everyone with whom they interact
- Exhibiting trustworthiness
- Living as if they are on duty as elected officials regardless of where they are or what they doing
- Using their best independent judgment to pursue the common good as they see it, presenting their opinions to all in a reasonable, forthright, consistent manner
- Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinions and ideas of others

- Disclosing contacts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves
- Treating other board members and the public with respect and honoring the opinions of others even when the board members disagree with those opinions
- Not reaching conclusions on issues until all sides have been heard
- Showing respect for their offices and not behaving in ways that reflect badly on those offices
- Recognizing that they are part of a larger group and acting accordingly
- Recognizing that individual board members are not generally allowed to act on behalf of the board but may only do so if the board specifically authorizes it, and that the board must take official action as a body

Section 3.a. Board members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, this board will consider impropriety in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the board member's action would conclude that the action was inappropriate.

Section 3.b. If a board member believes that his or her actions, while legal and ethical, may be misunderstood, the member should seek the advice of the board's attorney¹⁰ and should consider publicly disclosing the facts of the situation and the steps taken to resolve it (such as consulting with the attorney).

Section 4. Board members should faithfully perform the duties of their offices. They should act as the especially responsible citizens¹⁴ whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Board members should faithfully attend and prepare for meetings. They should carefully analyze all credible information properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the board has authority.

Board members should be willing to bear their fair share of the board's workload. To the extent appropriate, they should be willing to put the board's interests ahead of their own.

Section 5. Board members should conduct the affairs of the board in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should remember when they meet that they are conducting the public's business. They should also remember that local government records belong to the public and not to board members or their employees.

In order to ensure strict compliance with the laws concerning openness, board members should make clear that an environment of transparency and candor is to be maintained at all times in the governmental unit. They should prohibit unjustified delay in fulfilling public records requests. They should take deliberate steps to make certain that any

closed sessions held by the board are lawfully conducted and that such sessions do not stray from the purposes for which they are called.

[Censure Procedures. If a majority of the board has reason to believe that one of its members has violated a provision of this Code of Ethics, it [shall] [may] open an investigation into the matter to determine whether probable cause exists to initiate censure proceedings against the member. All information compiled, including the grounds for any finding of probable cause, shall be shared with the member when it is received. All information pertaining to the case shall be open to public inspection and copying pursuant to the North Carolina public records statutes. If upon investigation the board concludes that a violation of a criminal law may have occurred, it shall refer the matter to the local district attorney.

Should the board determine that it wishes to proceed further with censure proceedings, it shall call for a hearing, to be held at a regular meeting or at a special meeting convened for that purpose. Notice of the hearing stating its time, place, and purpose shall be given once a week for two successive calendar weeks in a newspaper having general circulation in the jurisdiction. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included. Alternatively, the hearing shall be advertised on the jurisdiction's website for the same period of time, up to and including the date of the hearing. The notice shall state that a detailed list of the allegations against the member is available for public inspection and copying in the office of the clerk or secretary to the board.

The hearing shall be convened at the time and place specified. The hearing and any deliberations shall be conducted in open session in accordance with the North Carolina open meetings statutes.

The accused board member shall have the right to have counsel present, to present and cross-examine expert and other witnesses, and to offer evidence, including evidence of the bias of any other board member or the presiding officer. An audio or video and audio tape of the proceedings shall be prepared. Any and all votes during the hearing shall be taken by the ayes and noes and recorded in the board's minutes.

Once the hearing is concluded, it shall be closed by vote of the board. The presiding officer shall next entertain a motion to adopt a nonbinding resolution censuring the member based on specified violations of the code of ethics. Any motion made must be an affirmative one in favor of adopting a nonbinding resolution of censure. If the motion or resolution does not state particular grounds for censure under the code of ethics, the presiding officer shall rule it out of order.

If a motion to adopt a nonbinding resolution of censure stating particular grounds under the code of ethics has been made, the board shall debate the motion. The accused member shall be allowed to participate in the debate [but shall not] [and shall also be allowed to] vote on the motion to adopt the resolution.

At the conclusion of the debate, the board shall vote on the resolution. If the motion to adopt the nonbinding resolution of censure is approved by a [majority] [two-thirds] [three-fourths] vote of those present and voting, a quorum being present, the motion passes and the nonbinding resolution of censure is adopted.

The text of the nonbinding resolution of censure shall be made a part of the minutes of the board. Any recording of the board's proceedings shall be approved by the board as a

permanent part of the minutes. The proceedings shall then be considered concluded, the board having done all it legally can with respect to the matter in question.]



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Second reading and final adoption of an ordinance granting a taxicab franchise to Sani Bello, d/b/a Unity Cab Company

Explanation: Sani Bello, d/b/a Unity Cab Company, has made application for a taxicab franchise to operate two additional taxicabs. As noted in the attached supporting materials, review by Financial Services and Community Development staff revealed some concerns which have been addressed by the applicant. The Police Department also reviewed the application packet and had no objection to Mr. Bello's proposal.

The first reading of an ordinance granting the franchise requested by Mr. Bello was considered and approved on October 11, 2010. A public hearing for Mr. Bello's request is scheduled for November 8, 2010 and was advertised in The Daily Reflector on October 25, November 1, and November 8, 2010. Notification of the public hearing was mailed to all current vehicle for hire franchise owners.

Fiscal Note: No direct cost to the City.

Recommendation: Conduct a public hearing, then consider the second reading and final adoption of the attached ordinance granting a taxicab franchise to Sani Bello, d/b/a Unity Cab Company.

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

Attachments / click to download

[Application Packet from Sani Bello](#)

[An Ordinance Granting A Taxicab Franchise To Sani Bello D B A Unity Cab Company 879344](#)

ORDINANCE NO. 10-____
AN ORDINANCE GRANTING A TAXICAB FRANCHISE
TO SANI BELLO
D/B/A UNITY CAB COMPANY

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

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

WHEREAS, Sani Bello, d/b/a Unity Cab Company, is an applicant for a franchise permitting the operation of 2 additional taxicabs within the City limits; and

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

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

Section 1. A taxicab franchise is hereby issued to Sani Bello, d/b/a Unity Cab Company, to permit the operation within the City of Greenville of not more than 2 additional taxicabs.

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

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

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

First reading approved on the 11th day of October, 2010.

Second reading and final adoption on the 8th day of November, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

879344

APPLICATION FOR TAXICAB FRANCHISE

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

To the Mayor and City Council of the City of Greenville

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

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

HAND PRINT OR TYPE

LAST NAME <u>Bello</u>		FIRST NAME <u>Sani</u>		MIDDLE NAME	
ALIAS OR NICKNAME <u>—</u>	SEX <u>Male</u>	AGE <u>48</u>	WEIGHT <u>170</u>	HEIGHT <u>1.7</u>	ID NO.
ADDRESS <u>804, E 3rd St Apt 2</u>		HAIR <u>BLACK</u>	EYES <u>BLACK</u>	COMPLEXION <u>BLACK</u>	
OCCUPATION <u>Cab Driver</u>		DRIVERS LICENSE NO.		IDENTIFICATION NO.	
PLACE OF BIRTH <u>NIGERIA</u>		DATE OF BIRTH <u>10-10-1962</u>		SOCIAL SECURITY NO.	

Signature of Applicant [Signature]

Subscribed and sworn to before me this 4th day of October, 2010.

My Commission Expires: 07/02/2015

[Signature]
Notary Public

Unity Cab Company
804 East Third St Apt 2
Greenville NC 27858
Cell: 252-367-2266
Office: 252-378-5913.

4th October 2010.

The Mayor and City Council, City Of Greenville,
North Carolina.

Dear Sir/Madam,

Re: Application to Add Vehicle to Our Franchise/Statement of Exhibits.

We are pleased to provide you with all the necessary information regarding our application for addition of vehicle to our fleet/franchise. In the immediate time we intend to add one vehicle while in a short/ later time we also intend to add a second vehicle. We are therefore requesting for a permit to add two vehicles and herewith are the required information for your perusal and approval.

Exhibit A: We intend to further assist the City of Greenville in its drive to expand the transport sector necessitated by the overwhelming and unprecedented increase in recent years and thus making the city one of the fastest growing cities in North Carolina. We therefore intend to help the City of Greenville tackle this problem by introducing more and efficient vehicles.

Secondly the largest communities in Greenville (East Carolina University and Pitt Community College) are growing larger and larger every succeeding year with additional need for expanded transport needs.

Thirdly the number of registered Taxi Cabs Companies and vehicles are not sufficient to cater for this astronomical growth of the City.

Exhibit B: We started our operation in June 2009 with two vehicles, a Toyota Previa and Mazda MPV mini-vans both with seating capacity for 8 passengers. The immediate one vehicle we intend to add is also a Toyota Previa mini-van with seating capacity for 8 passengers while the second one would be added before the expiration of deadline to begin operation of added vehicles.

Exhibit C: Presently our company and owners do not have financial liabilities whatsoever pending or forthcoming. Suffice to say our vehicles are all paid for and we are not owed any money.

Exhibit D: For the purpose of conveniences and in accordance to Community Development Department requirements, we have different parking address/locations for our new/added vehicles in permanent addresses as you can see from the different addresses of the two partners.

Exhibit E: We intend to go by the fare schedules provided by the Greenville City Office.

Exhibit F: We have enough experience to administer additional vehicles in our fleet/franchise with over three years of experience as cab drivers and later cab owners in City of Greenville. We are hiring drivers from older cab companies with long experience and updated permit to drive taxi.

Exhibit G: Attached herewith are documents of one of the vehicle we intend to add immediately.

We look forward to your favorable consideration and approval in earnest.

Sincerely,

For Unity Cab Company.

Sani Bello.

STATE OF NORTH CAROLINA

MVR 191 (Rev 05/07)

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER
JT3AC11R9P1110083

YEAR MODEL
1993

MAKE
TOYT

BODY STYLE
VN

TITLE NUMBER
778213102521147

TITLE ISSUE DATE
09/15/2010

PREVIOUS TITLE NUMBER
776882091744147



**MAMADOU SANOGO
1212 RED BANKS RD APT J1
GREENVILLE NC 27858-5308**

MAIL TO

ODOMETER READING
ODOMETER STATUS
TITLE BRANDS

OWNER(S) NAME AND ADDRESS

**MAMADOU SANOGO
1212 RED BANKS RD APT J1
GREENVILLE NC 27858-5308**



The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that an application for a certificate of title for the herein described vehicle has been filed pursuant to the General Statutes of North Carolina and based on that application, the Division of Motor Vehicles is satisfied that the applicant is the lawful owner. Official records of the Division of Motor Vehicles reflect vehicle is subject to the liens, if any, herein enumerated at the date of issuance of this certificate.

As WITNESS, his hand and seal of this Division of the day and year appearing in this certificate as the title issue date.

Michael Robertson
COMMISSIONER OF MOTOR VEHICLES

FIRST LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:
SIGNATURE _____
TITLE _____ DATE _____

SECOND LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:
SIGNATURE _____
TITLE _____ DATE _____

THIRD LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:
SIGNATURE _____
TITLE _____ DATE _____

FOURTH LIENHOLDER: DATE OF LIEN

LIEN RELEASED BY:
SIGNATURE _____
TITLE _____ DATE _____

ADDITIONAL LIENS:

83400948
147 TIC1478 Item # 11

STATE OF NORTH CAROLINA REGISTRATION CARD

NC LIC NUMBER 2WES609	PLT VALID THRU 10/15/2011	INSPECTION DUE 09/30/2011	GROSS WT	
VEHICLE ID # JT3AC11R9P1110083	TITLE # 778213102521147	EQUIP #		
MAKE/SERIES TOYOTA	STYLE VN	YEAR 1993	FUEL G	TOTAL FEE 28.00
SHIPPING WEIGHT	VEHICLE BRAND			
CLASSIFICATION PRIVATE/PASS VEH	CUSTOMER ID # OWNER 1	CUSTOMER ID # OWNER 2	COUNTY PITT	
000035345209				
MAMADOU SANOGO				

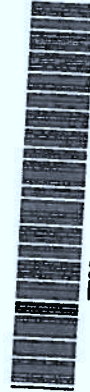
1212 RED BANKS RD APT J1
GREENVILLE NC 27858-5308

N59 - NATIONAL LIABILITY & FIRE INS CO
INSURANCE COMPANY AUTHORIZED IN NC

73APG020715-01

POLICY NUMBER

SIGNATURE



JT3AC11R9P1110083

NC DIVISION OF MOTOR VEHICLES RECEIPT OF FEES PAID

MAMADOU SANOGO	28.00	1993 TOYOT	VN
License	40.00	JT3AC11R9P1110083	
Title	20.40	778213102521147	
HUT		147 09/09/2010	TIC1478

252-902-2948 - in Macon Va
Abbott

TOTAL 88.40 CASH
Sanogo

+
+
+
25171662

**NORTH CAROLINA INSURANCE POLICY
INFORMATION CARD**

COMPANY NUMBER 73 **COMPANY**
National Liability & Fire Insurance Company

POLICY NUMBER 73 APG 020719 - 01 **EFFECTIVE DATE** 09/13/2010 01:35 AM **EXPIRATION DATE** 12/11/2010 12:01 AM

YEAR 1993 **MAKE/MODE** TOYOTA PREVIA 4X2 MINI **VEHICLE IDENTIFICATION NUMBER** JT3AC11R0P1110093

GENERAL AGENCY ISSUING CARD
GEICO Insurance Agency, Inc.
 One GEICO Boulevard
 Fredericksburg, VA 22412

INSURED
MAMADOU SANOGO
 1212 RED BANKS RD #J1
 GREENVILLE, NC 27868

SEE IMPORTANT NOTICE ON REVERSE SIDE

M-4550a (11/1999)

CUT ALONG THIS LINE

**KEEP THIS CARD IN YOUR MOTOR
VEHICLE WHILE IN OPERATION**

Report All Accidents To:

1-800-691-3891

24 Hour Toll Free

The current status of actual motor vehicle liability coverage is maintained by the North Carolina Dept. of Motor Vehicle Safety and is accessible to law enforcement agencies upon a check of the vehicle registration.

CUT ALONG THIS LINE

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INFORMATION CARD**

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 GREENVILLE, NC 27868

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CUT ALONG THIS LINE

CITY OF GREENVILLE OFFICIAL RECEIPT

City of Greenville
*** CUSTOMER RECEIPT ***
Batch ID: ALPEZ 10/05/10 09 Receipt no: 367634

Description Qty Amount Description To By
POLICE DEPARTMENT F 1 \$30.00 TAXI LICENSE INL T3
CASH 2 CASH 01000003202015
01000001010000

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

Trans date: 10/05/10 Time: 8:19:37

Sani Bello
Unity Cab Co.

Unity Cab Co.

Sani Bello
(Owner)

*For a Fast, Reliable &
Comfortable Ride*

Cell: (252) 367-2266
Office: (252) 378-5913



FINANCIAL SERVICES MEMORANDUM

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

FROM: Brenda Matthews, Financial Services Collections

DATE: October 5, 2010

SUBJECT: Taxicab Application for:
Valentine Perkins / Early Birds Taxi Cab
And
Sani Bello / Unity Cab Company

We have checked Collections records for taxes, licenses, citations, parking fees, rescue transports, and miscellaneous receivables owed in the name above. We did not find any debt owed to the City in any of these names.

However, Valentine Perkins and Ernest Daniels Perkins owe current year taxes to Pitt County on property totaling \$89.17. This payment is not past due until January 6, 2011. Additionally there are taxes owed on a vehicle totaling \$42.21 which were past due on 06/01/10.

* There are no taxes showing as owed in the name of Sani Bello; however, taxes are owed in the name of Mamadou Sanogo, who is listed as a partner on the business, for a vehicle in the amount of \$63.07. This was past due on 8/03/2010.

If I can provide further assistance, please call.

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

Doc # 177282

Carol Barwick

From: Merrill Flood
Sent: Tuesday, October 05, 2010 3:06 PM
To: Carol Barwick
Subject: FW: New Taxi Franchise Questions


Both of the uses are okay. Mr. Bello can only have one vehicle at his address.

Merrill Flood
Community Development Director
mflood@greenvillenc.gov
(252) 329-4500

From: Michael Dail
Sent: Tuesday, October 05, 2010 1:47 PM
To: Merrill Flood
Subject:

Please Review.

Valentine Perkins taxi cab office and storage is located outside of our jurisdiction therefore there are no zoning issues with this expansion.

 Sani Bello operates an incidental use home occupation taxi cab office. Only one vehicle is allowed to be stored at the residence. Additional cabs cannot be stored at the residence and employees cannot work out of the residence or visit the residence regarding company business. No indication has been made in the packet regard the storage of the additional cabs.

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



GREENVILLE POLICE DEPARTMENT MEMORANDUM

October 5, 2010

TO: Chief William Anderson
FROM: Officer Corey Barrett
SUBJECT: Recommendation for Taxi Application

I have conducted a review of Mr. Sani Bello' background as it relates to the increase of vehicle operation within her franchise, Early Birds Transportation and Taxi Service. Checks were conducted through the Pitt County Tax Assessor, NC DMV, and the NC Administrative Office of the Courts as well as a criminal history inquiry.

Currently, I can find no reason with regard to a criminal or driving history that would preclude Mr. Bello from being granted a taxi franchise within the City of Greenville. It should be noted however that they will be required by ordinance to begin operation within 60 days of the issuance of that franchise.

If you have questions or need additional information, please let me know.



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Second reading and final adoption of an ordinance granting a taxicab franchise to Valentine Perkins, d/b/a Earlybirds Taxicab Company

Explanation: Valentine Perkins, d/b/a Earlybirds Taxicab Company, has made application for a taxicab franchise to operate three taxicabs. As noted in the attached supporting materials, review by the Financial Services Department revealed a minor concern which was brought to the applicant's attention and has been resolved. The Community Development and Police Departments have also reviewed the application packet, and neither had any objection to Ms. Perkins' proposal.

The first reading of an ordinance granting the franchise requested by Ms. Perkins was considered and approved on October 11, 2010. A public hearing for Ms. Perkins' request is scheduled for November 8, 2010 and was advertised in The Daily Reflector on October 25, November 1, and November 8, 2010. Notification of the public hearing was mailed to all current vehicle for hire franchise owners.

Fiscal Note: No direct cost to the City.

Recommendation: Conduct a public hearing, then consider the second reading and final adoption of the attached ordinance granting a taxicab franchise to Valentine Perkins, d/b/a Earlybirds Taxicab Company.

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

Attachments / click to download

- [Application Packet from Valentine Perkins](#)
- [An Ordinance Granting A Taxicab Franchise to Valentine Perkins 879342](#)

ORDINANCE NO. 10-____
AN ORDINANCE GRANTING A TAXICAB FRANCHISE
TO VALENTINE PERKINS
D/B/A EARLYBIRDS TAXICAB COMPANY

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

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

WHEREAS, Valentine Perkins, d/b/a Earlybirds Taxicab Company, is an applicant for a franchise permitting the operation of 3 taxicabs within the City limits; and

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

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

Section 1. A taxicab franchise is hereby issued to Valentine Perkins, d/b/a Earlybirds Taxicab Company, to permit the operation within the City of Greenville of not more than 3 taxicabs.

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

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

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

First reading approved on the 11th day of October, 2010.

Second reading and final adoption on the 8th day of November, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

879342

9/29/10

APPLICATION FOR TAXICAB FRANCHISE

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

To the Mayor and City Council of the City of Greenville

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

1. The applicant is familiar with the ordinances of the City of Greenville relating to liability insurance, drivers regulations, regulations of rates, and other matters pertaining to the operation of taxicabs.
2. The individual, corporate or trade name and business address of the applicant is:
Earlybirds Taxicab Co, 2366 Springhill Rd. 27558 (Greenville N.C.)
3. The Applicant is:
 - A. An individual and sole owner of the taxicab business to be operated under the above name.
 - B. A corporation chartered under the laws of the State of North Carolina in the year 2/2/06 and the officers of the corporation are _____
 - C. A partnership, as shown by articles hereto attached, and the names of partners are: _____
4. The Applicant operates in the following cities: Greenville N.C. 27558
5. The Applicant is requesting franchise to operate 3 taxicabs.
6. In support of this application, the following Exhibits are attached.
 - Exhibit A. A full statement of facts which, if supported by substantial testimony at the hearing, will support a finding of public convenience and necessity for this operation.
 - Exhibit B. A complete list of Applicant's motor equipment showing year, make, model, and carrying capacity of each unit.
 - Exhibit C. Financial statement showing assets, liabilities and net worth of applicant.
 - Exhibit D. Statement showing applicant has made complete arrangement for off-street parking of all motor vehicles.
 - Exhibit E. Statement of proposed fares for transportation of persons and property.
 - Exhibit F. Statement of experience of applicant in conducting taxicab business.
 - Exhibit G. For persons who plan to be a driver: Official results of a drug screening for the applicant(s) from a practicing licensed physician AND a waiver from the physician who conducted the drug screening releasing those results to the Greenville Police Department

HAND PRINT OR TYPE

LAST NAME <u>Perkin</u>		FIRST NAME <u>Valentine</u>		MIDDLE NAME		
ALIAS OR NICKNAME <u>Tina</u>		SEX <u>Female</u>	AGE <u>58</u>	WEIGHT <u>181</u>	HEIGHT <u>5'8"</u>	ID NO.
ADDRESS <u>2366 Springhill Rd. Greenville</u>		HAIR <u>Blk</u>	EYES	COMPLEXION <u>dark</u>		
OCCUPATION <u>Transport/Taxicab driver</u>			DRIVERS LICENSE NO.		IDENTIFICATION NO.	
PLACE OF BIRTH <u>Pitt county - Ayden N.C.</u>			DATE OF BIRTH <u>2/21/52</u>		SOCIAL SECURITY NO.	

Signature of Applicant _____

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

Item # 12

Turn over back
2/21/10

Exhibit C:

I have documents of exhibit C, stating
my value and worth of property,
insurance life and home, resident
100,00 Insurance life for family
and self, 60,000⁰⁰, all automobiles,
Ford Furgus, 800.⁰⁰, Ford Crown Victoria
1000.⁰⁰, Dodge Caravan 900.⁰⁰ Chrysler
Voyager 3,000.⁰⁰, Clubwagon bus 1000.⁰⁰

EXHIBIT H1

I am once again requesting more taxicabs to be added to my franchise, Earlybirds Taxicab Co. as I stated in my most recent request in 11/09, for cab service the need is still necessary, for the uptown service, the ECU students, especially during football seasons, Halloween night and just weekend party nights, I still feel that there is not enough cab service being provided in this growing city of Greenville, nor is there enough job opportunities, and this will allow people that like this kind of employment to be employed, meeting the needs of the unemployed and also the community of Greenville. I feel that expansion has made it necessary for the demand of cab service.

I will use my present cab that I am using at the present time, Crown Victoria Ford, 1996 4 door silver in color, carries up to 6 passengers with 170,000 miles.

I would like to add a new cab, a 1999 blue Plymouth Voyager 3 doors, 2 doors on the side and one front door and one back sliding door on driver side, front pen door with the back trunk door, will carry up to 7 people 39,000.

Will later have a 1989 Plymouth Voyager out for cab service in a few more months, but would like to have it up for approval now, but will need a few more mechanical adjustments made, it is blue with 2 sliding doors on each side, and each front doors, and will seat 8 passengers, color is blue, and have 150,000 miles.

Dodge Caravan - 1997 two front doors, 2 back sliding doors, white color, with 160,000 miles, not in running order.

Also have 1993 Ford Taurus, 4 doors, color gray, holds 6 passengers, is not running at this time.
1985 Clubwagon van holds up to 12 passenger, dark blue, 200,000 miles, not running at this time.

Exhibit U:

My business will be is located about 600 miles outside the city limit at my resident where all my automobiles are very well parked in my back yard, and front also under my carport, there is plenty room for them and are not interfering with any other resident on either side of me.

Exhibit K:

I am in compliance with the city of Greenville listing of fares and will comply as follows.

Exhibits F:

I have experience as a former taxicab driver of about 7 months with city cabs Service, a very well known taxicab service here in Greenville, I was able to get a lot of experience from them in Greenville, I was also had previous experience of about 25 years of home health traveling as a home health aide from different towns and counties, here in Greenville, with driving, location, informative informations, and dealing with all types of people: including, sick, public, also I started my own transportation service in 2006 and have done well, and now I have started my taxicab business, along with transportation services, and has taken off well since 2/10, and is doing well and have need for more cars and vans to increase my business for greater growth, it has proven to be very successful.

Exhibit G:

I will be driving as a taxicab driver, along with Tricia Perkins and Samuel Perkins, and we have attached our drug screening test results, and a waiver from the physician to release the results to the Greenville Police.

Exhibit C
Liability Ins.

CERTIFICATE OF INSURANCE
Farm Bureau Insurance of N.C., Inc.
North Carolina Farm Bureau Mutual Insurance Company

This is to Certify, that policies in the name of

NAME INSURED and ADDRESS
Valentine Perkins
Dba Early Bird Transport Services
2366 Springhill Rd
Greenville N.C. 27858

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
COMMERCIAL GENERAL LIABILITY					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (ANY ONE FIRE)	\$
					MEDICAL EXPENSE (ANY ONE)	\$
AUTOMOBILE LIABILITY		BINDER	2/3/2006	2/3/2007	CSL	\$ 1.5 million
<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (PER PERSON)	\$
<input type="checkbox"/>	HIRED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE	\$
<input type="checkbox"/>	GARAGE LIABILITY					
EXCESS LIABILITY					EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/>	UMBRELLA				\$	\$
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM					
WORKERS COMPENSATION AND EMPLOYERS LIABILITY		NORTH CAROLINA W.C. COVERAGE ONLY			STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-EACH EMPLOYEE)
					\$	(DISEASE-POLICY LIMIT)
OTHER						
ADDITIONAL INSURED (IF ANY):						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

In the event of any material change in, or cancellation of said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

Dated: 2/8/2006

JOB LOCATION: North Carolina

Name of Company: North Carolina Farm Bureau Mutual Insurance Co.

CERTIFICATE ISSUED TO:



AUTHORIZED REPRESENTATIVE

NAME and ADDRESS
Ruth Hines
1717 W 5th St.
Greenville N.C. 27834



NC FARM BUREAU MUTUAL INS. CO.

P.O. Box 27427, Raleigh, NC, 27611-7427

PROOF OF INSURANCE

Attachment number 2
Page 6 of 17

NOTHING IN THIS DOCUMENT SHOULD BE CONSTRUED AS A WAIVER OF ANY POLICY TERMS OR CONDITIONS. THIS DOCUMENT IS INVALID IF POLICY IS CANCELLED, TERMINATED OR EXPIRED.

Policy Number: **BAP 2908279** Effective Date: 08/27/10 Expiration Date: 02/03/11

Insured Vehicle: Year: 1999 Make: PLYMOUTH VOYAGER VIN: 2P1FP25BX1R162905

Agent's Name: JAY SURLES IV Phone Number: (252) 756-3165

Named Insured:
VALENTINE PERKINS
DBA EARLY BIRD TRANSPORT SERVICES
2366 SPRINGHILL RD
GREENVILLE, NC 27858-8516

IMPORTANT: PLEASE PLACE IN DESIGNATED VEHICLE

Lm Guire

Authorized Representative

09/07/10

Date

NAIC Number: 14842

PROOF OF INSURANCE



XXXXXXXXXXXXXXXXXXXXXXXXXXXX

P.O. Box 27427, Raleigh, NC, 27611-7427

NOTHING IN THIS DOCUMENT SHOULD BE CONSTRUED AS A WAIVER OF ANY POLICY TERMS OR CONDITIONS. THIS DOCUMENT IS INVALID IF POLICY IS CANCELLED, TERMINATED OR EXPIRED.

Policy Number: **XXX XXXXXXX** Effective Date: XXXXXXXX Expiration Date: XXXXXXXX

Insured Vehicle: Year: XXXX Make: XXXXXXXXXXXXXXXXXXXX VIN: XXXXXXXXXXXXXXXXXXXX

Agent's Name: XXXXXXXXXXXXXXXXXXXX Phone Number: XXXXXXXXXXXXXXX

Named Insured:
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX

IMPORTANT: PLEASE PLACE IN DESIGNATED VEHICLE

Lm Guire

Authorized Representative

XXXXXXX

Date

NAIC Number: XXXXX

PROOF OF INSURANCE



XXXXXXXXXXXXXXXXXXXXXXXXXXXX

P.O. Box 27427, Raleigh, NC, 27611-7427

NOTHING IN THIS DOCUMENT SHOULD BE CONSTRUED AS A WAIVER OF ANY POLICY TERMS OR CONDITIONS. THIS DOCUMENT IS INVALID IF POLICY IS CANCELLED, TERMINATED OR EXPIRED.

Policy Number: **XXX XXXXXXX** Effective Date: XXXXXXXX Expiration Date: XXXXXXXX

Insured Vehicle: Year: XXXX Make: XXXXXXXXXXXXXXXXXXXX VIN: XXXXXXXXXXXXXXXXXXXX

Agent's Name: XXXXXXXXXXXXXXXXXXXX Phone Number: XXXXXXXXXXXXXXX

Named Insured:
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX

IMPORTANT: PLEASE PLACE IN DESIGNATED VEHICLE

Lm Guire

Authorized Representative

Item # ~~XX~~XXXXX

Date

NAIC Number: XXXXX

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY PART B DECLARATION PAGE

P.O. BOX 27427 RALEIGH, NORTH CAROLINA 27611-7427

BUSINESS AUTO POLICY

AMENDED DECLARATION 01 * * EFFECTIVE 08/27/10

ITEM ONE-

REASON FOR AMENDMENT SEE DETAILED CHANGES

POLICY NUMBER	POLICY PERIOD		MEMBERSHIP NO	AGENT CODE	
BAP 2908279	FROM 02/03/10	TO 02/03/11	9999999	BAP DECL 0310	0744642
NAMED INSURED AND ADDRESS				AGENT	
#BWNJZPT #2908 2790 4IN0 0001# VALENTINE PERKINS DBA EARLY BIRD TRANSPORT SERVICES 2366 SPRINGHILL RD GREENVILLE, NC 27858-8516				JAY SURLES IV TELE: (252) 756-3165 3200 CHARLES BLVD GREENVILLE, NC 27858	

FORM OF NAMED INSUREDS BUSINESS- INDIVIDUAL

ITEM TWO- SCHEDULE OF COVERAGES AND COVERED AUTOS

THIS POLICY PROVIDES ONLY THOSE COVERAGES WHERE A CHARGE IS SHOWN IN THE PREMIUM COLUMNS BELOW. EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE AUTOS SHOWN AS COVERED AUTOS. AUTOS ARE SHOWN AS COVERED AUTOS FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO SECTION OF THE BUSINESS AUTO COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE.

COVERAGES	COVERED AUTOS	LIMIT- THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY INSURANCE	07	\$1,500,000	\$2,568.00
AUTO MED. PAY. INS.	07	\$1,000 EA PERSON	\$124.00
UNINS/UNDRINS MTR BI	07	\$1,000,000 EA PERSON \$1,000,000 EA ACC	\$144.00
UNINSURED MTRST PD		\$1,000,000 PER ACCIDENT	\$6.00
TOTAL PREMIUM			\$2,842.00

ITEM THREE- SCHEDULE OF COVERED AUTOS YOU OWN

VEH ST TER YR DESCRIPTION	VEH SERIAL NUMBER	AGE	SYMBOL CMP\COL	COST NEW CLASS	STATED AMT
010 NC 023 96 FORD	PA 2FALP71W8TX126493	12		5851	
011 NC 023 99 PLYMOUTH VOYA	PA 2P1FP25BX162905	12		5851	

THIS IS NOT A BILL. THE CHARGE OF \$622.00 WILL BE REFLECTED ON YOUR NEXT INSTALLMENT(S).

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY PART B DECLARATION PAGE

P.O. BOX 27427 RALEIGH, NORTH CAROLINA 27611-7427

BUSINESS AUTO POLICY

AMENDED DECLARATION 02 * * EFFECTIVE 09/08/10

ITEM ONE-

REASON FOR AMENDMENT ADD DRIVER

POLICY NUMBER	POLICY PERIOD		MEMBERSHIP NO.	AGENT CODE	
BAP 2908279	FROM 02/03/10	TO 02/03/11	9999999	BAP DECL 0310	0744642
NAMED INSURED AND ADDRESS				AGENT	
#BWNJZPT #2908 2790 4IN0 0001# VALENTINE PERKINS DBA EARLY BIRD TRANSPORT SERVICES 2366 SPRINGHILL RD GREENVILLE, NC 27858-8516				JAY SURLS IV TELE: (252) 756-3165 3200 CHARLES BLVD GREENVILLE, NC 27858	

PREMIUMS-	MED	UN-UD	SPEC	DEDUCTIBLE	PREMIUM					
AUTO	LIAB	PAY	MTRST	COMP	PERIL	COLL	OTHER	COMP	COLL	
010	\$1284.00	\$62	\$75							\$1421.00
011	\$1284.00	\$62	\$75							\$1421.00

DRIVER ID	DRIVER NAME	LICENSE NUMBER	BIRTH DATE
01	VALENTINE PERKINS		02/21/52
02	KIMBERLY PERKINS ALLEN		02/11/81
03	SAMUEL LEWIS PERKINS		02/25/46
04	TRICIA DIANNE PERKINS		06/19/71

APPLICABLE FORMS

FORM#	DATE	FORM#	DATE	FORM#	DATE	FORM#	DATE	FORM#	DATE
CA-0001	0306	IL-0003	0702	IL-0017	1198	IL-0021	0702	CA-9917	0306
CA-0126	0301	CA-0199	0189	CA-2384	0106	CA-2394	0306	CA-2402	1293
CA-9903	0306	CA-2116	0109	CA-2107	1293				



AUTHORIZED REPRESENTATIVE

09/15/10

DATE

THESE DECLARATIONS TOGETHER WITH THE BUSINESS AUTO POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY PART B DECLARATION PAGE

P.O. BOX 27427 RALEIGH, NORTH CAROLINA 27611-7427

BUSINESS AUTO POLICY

AMENDED DECLARATION 02 * * EFFECTIVE 09/08/10

ITEM ONE-

REASON FOR AMENDMENT ADD DRIVER

POLICY NUMBER	POLICY PERIOD		MEMBERSHIP NO.	AGENT CODE	
BAP 2908279	FROM 02/03/10	TO 02/03/11	9999999	BAP DECL 0310	0744642

NAMED INSURED AND ADDRESS

#BWNJZPT
 #2908 2790 4IN0 0001#
 VALENTINE PERKINS
 DBA EARLY BIRD TRANSPORT SERVICES
 2366 SPRINGHILL RD
 GREENVILLE, NC 27858-8516

AGENT

JAY SURLES IV
 TELE: (252) 756-3165
 3200 CHARLES BLVD
 GREENVILLE, NC 27858

FORM OF NAMED INSUREDS BUSINESS- INDIVIDUAL

ITEM TWO- **SCHEDULE OF COVERAGES AND COVERED AUTOS**

THIS POLICY PROVIDES ONLY THOSE COVERAGES WHERE A CHARGE IS SHOWN IN THE PREMIUM COLUMNS BELOW. EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE AUTOS SHOWN AS COVERED AUTOS. AUTOS ARE SHOWN AS COVERED AUTOS FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO SECTION OF THE BUSINESS AUTO COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE.

COVERAGES	COVERED AUTOS	LIMIT- THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY INSURANCE	07	\$1,500,000	\$2,568.00
AUTO MED. PAY. INS.	07	\$1,000 EA PERSON	\$124.00
UNINS/UNDRINS MTR BI	07	\$1,000,000 EA PERSON \$1,000,000 EA ACC	\$144.00
UNINSURED MTRST PD		\$1,000,000 PER ACCIDENT	\$6.00
TOTAL PREMIUM			\$2,842.00

ITEM THREE- **SCHEDULE OF COVERED AUTOS YOU OWN**

VEH	ST	TER	YR	DESCRIPTION	VEH TYPE	SERIAL NUMBER	AGE	SYMBOL	COST	NEW CLASS	STATED AMT
010	NC	023	96	FORD	PA	2FALP71W8TX126493	12			5851	
011	NC	023	99	PLYMOUTH VOYA	PA	2P1FP25BX162905	12			5851	

THIS IS NOT A BILL. YOUR PREMIUM HAS NOT BEEN AFFECTED BY THIS AMENDMENT.

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY PART B DECLARATION PAGE
P.O. BOX 27427 RALEIGH, NORTH CAROLINA 27611-7427
BUSINESS AUTO POLICY

AMENDED DECLARATION 01 * * EFFECTIVE 08/27/10

ITEM ONE-

REASON FOR AMENDMENT SEE DETAILED CHANGES

POLICY NUMBER	POLICY PERIOD		MEMBERSHIP NO.	AGENT CODE	
	FROM	TO			
BAP 2908279	02/03/10	02/03/11	9999999	BAP DECL 0310	0744642

NAMED INSURED AND ADDRESS	AGENT
#BWNJZPT #2908 2790 4IN0 0001# VALENTINE PERKINS DBA EARLY BIRD TRANSPORT SERVICES 2366 SPRINGHILL RD GREENVILLE, NC 27858-8516	JAY SURLS IV TELE: (252) 756-3165 3200 CHARLES BLVD GREENVILLE, NC 27858

DETAILED CHANGES:
DELETE DRIVER
ADD DRIVER
ADD VEHICLE

Lm Guire

AUTHORIZED REPRESENTATIVE

09/07/10

DATE

THESE DECLARATIONS TOGETHER WITH THE BUSINESS AUTO POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

st
1 cab Ford Crown Victoria
Since 2/10

SSP

Fax: 9198542275

Mar 13 2007 7:59

P.02



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

3101 MAIL SERVICE CENTER, RALEIGH, N.C. 27699-3101

LYNDO TIPPETT
SECRETARY

ONE-WAY TRIP PERMIT

TO WHOM IT MAY CONCERN:

This memorandum authorizes VALENTINE PERKINS

to move a CROWN VICTORIA

motor number NA serial number: 2FALPT1W8TX126493

from Greenville Raleigh to Greenville Graham

in accordance with G.S. 20-50(a).

This permit expires within twenty-four (24) hours from the following date:

<u>MARCH</u>	<u>13</u>	<u>2007</u>	<u>8:00 A.M.</u>
(Month)	(Day)	(Year)	(Hour)

The vehicle herein above set forth is insured as follows:

<u>X STATE FARM</u>	<u>X 6-9888-304-33F</u>
(Insurance Company)	(Policy Number)

This trip permit is deemed in compliance with temporary registration requirements only.

X Valentine Perkins
Signature of Purchaser

X
Valid Driver License Number

N. C. DIVISION OF MOTOR VEHICLES

Item # 12

IRS Department of the Treasury
Internal Revenue Service
P.O. BOX 9003
HOLTSVILLE NY 11742-9003

In reply refer to: 0134264526
Mar. 29, 2007 LTR 147C 0
000000 00 000
00002897
BODC: SB

VALENTINE PERKINS
EARLY BIRD TRANSPORTATION SERVICES
2366 SPRINGHILL RD
GREENVILLE NC 27858-8516668

Employer Identification Number:

Dear Taxpayer:

Thank you for the inquiry of Mar. 20, 2007.

Your Employer Identification Number (EIN) is . Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions, please call us toll free at 1-800-829-4933.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

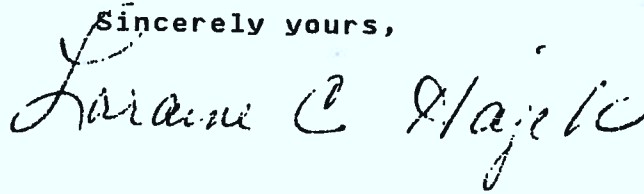
Telephone Number (252) 916-7417 or 752-8668 Hours _____

Mar. 29, 2007 LTR 147C 0
000000 00 000
0134264526
00002898

VALENTINE PERKINS
EARLY BIRD TRANSPORTATION SERVICES
2366 SPRINGHILL RD
GREENVILLE NC 27858-8516668

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

Sincerely yours,



Lorraine C. Hajek Department Mgr.
EIN 2

Enclosure(s):
Copy of this letter

CITY OF GREENVILLE OFFICIAL RECEIPT

City of Greenville
*** CUSTOMER RECEIPT ***

Batch ID: RAJONES 10/06/10 04 Receipt no: 888732

Description	Qty	Amount	Description
WATER DEPARTMENT F	01000005557015	\$30.00	TEXT LICENSE INT 15
CASH / CASH	01000001010000	\$30.00	
PAYMENT OF FEES IS FOR			
CASH/TRAFFIC TAXICAB COMPANY			

Sender detail
 City 25668
 Total tendered: \$30.00
 Total payment: \$30.00

Trans date: 10/06/10 Time: 7:06:04



FINANCIAL SERVICES MEMORANDUM

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

FROM: Brenda Matthews, Financial Services Collections

DATE: October 5, 2010

SUBJECT: Taxicab Application for:
Valentine Perkins / Early Birds Taxi Cab
And
Sani Bello / Unity Cab Company

We have checked Collections records for taxes, licenses, citations, parking fees, rescue transports, and miscellaneous receivables owed in the name above. We did not find any debt owed to the City in any of these names.

* However, Valentine Perkins and Ernest Daniels Perkins owe current year taxes to Pitt County on property totaling \$89.17. This payment is not past due until January 6, 2011. Additionally there are taxes owed on a vehicle totaling \$42.21 which were past due on 06/01/10.

There are no taxes showing as owed in the name of Sani Bello; however, taxes are owed in the name of Mamadou Sanogo, who is listed as a partner on the business, for a vehicle in the amount of \$63.07. This was past due on 8/03/2010.

If I can provide further assistance, please call.

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

Doc # 177282

Carol Barwick

From: Merrill Flood
Sent: Tuesday, October 05, 2010 3:06 PM
To: Carol Barwick
Subject: FW: New Taxi Franchise Questions

Both of the uses are okay. Mr. Bello can only have one vehicle at his address.

Merrill Flood
Community Development Director
mflood@greenvillenc.gov
(252) 329-4500

From: Michael Dail
Sent: Tuesday, October 05, 2010 1:47 PM
To: Merrill Flood
Subject:

Please Review.

* Valentine Perkins taxi cab office and storage is located outside of our jurisdiction therefore there are no zoning issues with this expansion.

Sani Bello operates an incidental use home occupation taxi cab office. Only one vehicle is allowed to be stored at the residence. Additional cabs cannot be stored at the residence and employees cannot work out of the residence or visit the residence regarding company business. No indication has been made in the packet regard the storage of the additional cabs.

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



GREENVILLE POLICE DEPARTMENT MEMORANDUM

October 5, 2010

TO: Chief William Anderson
FROM: Officer Corey Barrett
SUBJECT: Recommendation for Taxi Application

I have conducted a review of Mrs. Valentine Long Perkins' background as it relates to the increase of vehicle operation within her franchise, Early Birds Transportation and Taxi Service. Checks were conducted through the Pitt County Tax Assessor, NC DMV, and the NC Administrative Office of the Courts as well as a criminal history inquiry.

Currently, I can find no reason with regard to a criminal or driving history that would preclude Mrs. Perkins from being granted a taxi franchise within the City of Greenville. It should be noted however that they will be required by ordinance to begin operation within 60 days of the issuance of that franchise.

If you have questions or need additional information, please let me know.

A handwritten signature in blue ink, appearing to be "WMA", is located to the right of the text "please let me know".



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Ordinance to annex Langston Farms, Section 11, Phase 1, involving 6.4380 acres located north of Langston Farms, Phase 8A, located off Honeysuckle Drive

Explanation: ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: October 25, 2010
2. City Council public hearing date: November 8, 2010
3. Effective date: December 31, 2010

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 6.4380 acres
4. Voting District: 5
5. Township: Winterville
6. Vision Area: E
7. Zoning: R-6S, Single-Family Residential
8. Land Use: Existing: Vacant Anticipated: 13 single-family dwellings
9. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	13 x 2.35*	31
Current Minority	-----	0
Estimated Minority at full development	31 x 43.4%	13
Current White	-----	0
Estimated White at full development	31 -13	18

- 10. Rural Fire Tax District: Winterville
- 11. Greenville Fire District: Station #5 (Distance of 2.5 miles)
- 12. Present Tax Value: \$120,713
Estimated Future Tax Value: \$2,590,713

Fiscal Note: The total estimated tax value at full development is \$2,590,713.

Recommendation: Approve the attached ordinance to annex Langston Farms, Section 11, Phase 1.

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

Attachments / click to download

- [📄 Langston Farms, Section 11, Phase 1](#)
- [📄 Langston Farms Section 11 Phase 1 Annexation Ordinance 880526](#)

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 6:00 p.m. on the 8th day of November, 2010, after due notice by publication in The Daily Reflector on the 25th day of October, 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 of that certain property as shown on the annexation map entitled "Langston Farms, Phase 11, Section 1" involving 6.4380 acres as prepared by Stroud Engineering, P.A.

LOCATION: Lying and being situated in Greenville Township, Pitt County, North Carolina, located north of Langston Farms, Phase 8A located off Honeysuckle Drive. This annexation involves 6.4380 acres.

GENERAL DESCRIPTION:

Lying and being in Winterville Township, Pitt County, North Carolina, lying west of NC Highway 11 and north of NCSR 1134 Thomas Langston Road, and beginning at an existing iron stake, the northwest corner of Lot 108, Langston Farms Phase 8A as recorded in Map Book 65, Page 183 of the Pitt County Registry, the true point of beginning.

Thence from the existing iron pipe, the true point of beginning, leaving the western line of Lot 108 and following the northern line of Langston Farms Phase 8A N86-13-38W – 169.93' to a point in the northern line of Lot 110, Langston Farms Phase 8A, thence leaving the northern line of Phase 8A following a new city limit line through the lands of Bill Clark Homes of Greenville, LLC as described in Deed Book 2705, Page 582 the following calls: N03-40-08E – 181.39', thence N26-38-59E – 32.77', thence N09-50-54E – 75.24', thence N70-17-11W – 70.00', thence N19-42-49E – 120.00', thence N70-17-11W – 90.00', thence N19-42-49E –

170.00' to a point in the southern line of Scott Baldwin, Parcel no. 25786, Deed Book 2576, Page 502, thence along the southern Baldwin line S70-17-11E – 580.12', thence leaving the Baldwin line and following a new city limit line through the lands of Bill Clark Homes of Greenville, LLC (Deed Book 2705, Page 582) the following calls: S31-18-36E – 166.33', thence S58-41-24W – 80.00', thence S31-18-36E – 95.09', thence N86-58-21W – 48.44', thence S75-06-21W – 52.12', thence S58-41-24W – 125.00', thence S31-18-35E – 123.18' to an existing iron pipe the northeast corner of Langston Farms Phase 8A as recorded in Map Book 65, Page 183, also a corner to Lot 105, Langston Farms Phase 8A, thence leaving Lot 105 and following the northern line of Phase 8A N86-13-38W – 289.53' to the true point of beginning, containing 6.4380 Acres and being a portion of Parcel no. 07205 as filed with the Pitt County Tax Assessor's Office.

Attachment number 1
Page 2 of 3

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 five. 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 five.

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 31st day of December, 2010.

ADOPTED this 8th day of November, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

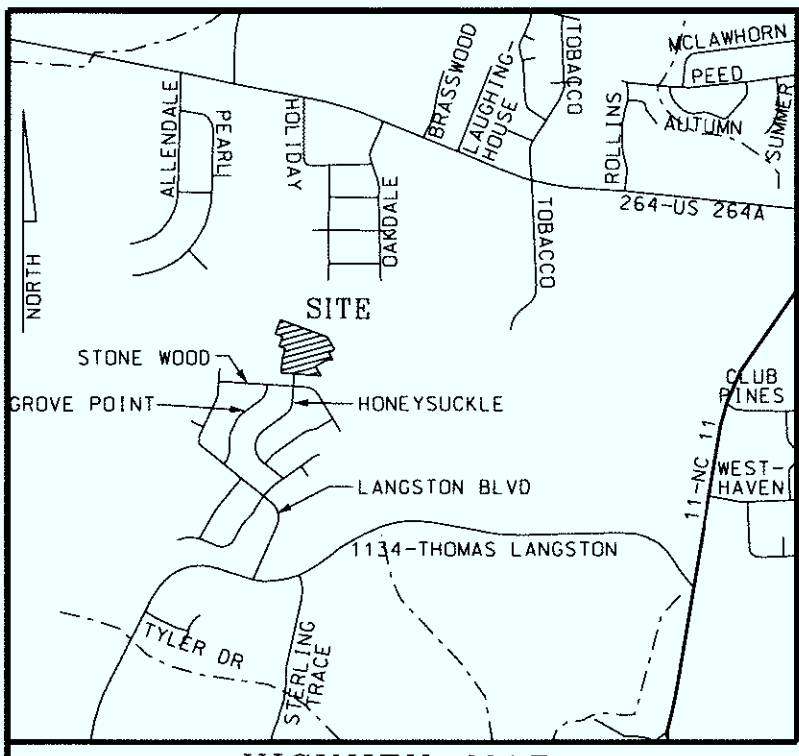
I, Patricia A. Sugg, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument 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: 9-4-2011

Document # 880526



VICINITY MAP

PARCEL NO. 23628
DAVID RALPH MORGAN
 DB 03E, PG 685

PARCEL NO. 07205
BILL CLARK HOMES OF GREENVILLE, LLC
 DB 2705, PG 582

PARCEL NO. 25786
SCOTT BALDWIN
 DB 2576, PG 502

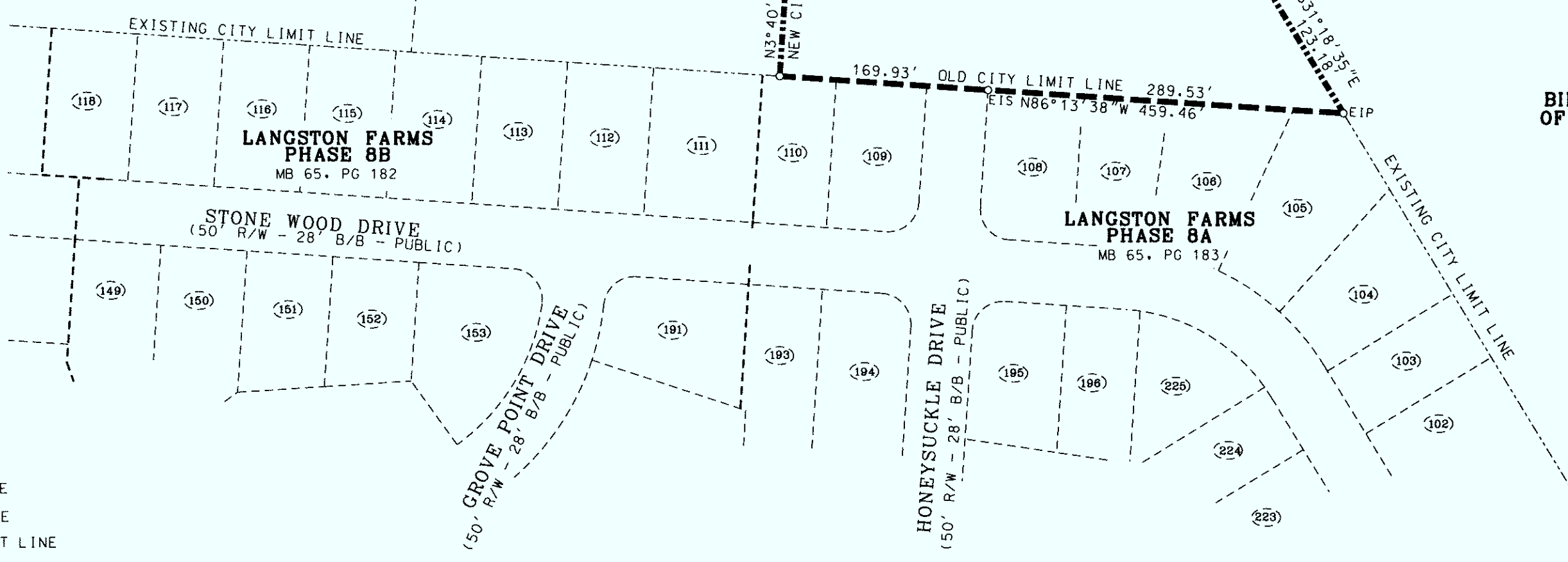
OAKDALE PARK
 MB 67, PG 120

PARCEL NO. 30629
CITY OF GREENVILLE
 DB 111, PG 279

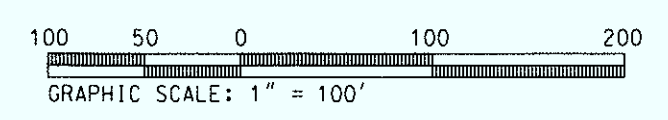
PARCEL NO. 07205
BILL CLARK HOMES OF GREENVILLE, LLC
 DB 2705, PG 582

Attachment number 2
 Page 1 of 1

6.4380 AC.



LEGEND:
 - - - - - NEW CITY LIMIT LINE
 - - - - - OLD CITY LIMIT LINE
 - - - - - EXISTING CITY LIMIT LINE

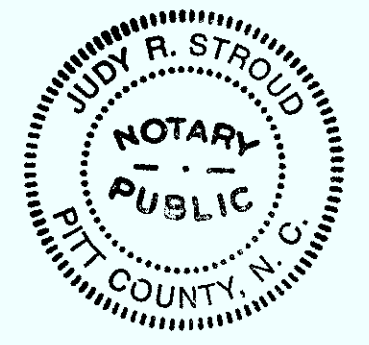


A PORTION OF PARCEL NO. 07205

LANGSTON FARMS, PHASE 11, SECTION 1 WINTERVILLE TWP., PITT COUNTY, NORTH CAROLINA	
OWNER: BILL CLARK HOMES OF GREENVILLE, LLC 200 E. ARLINGTON BLVD. GREENVILLE, NC 27858 (252) 355-5805	
LICENSE #C-0647	STROUD ENGINEERING P.A. 107-B COMMERCE ST. GREENVILLE, NC 27858 (252) 756-9352
SURVEYED: N/A	APPROVED: HOB
DRAWN: DTB	DATE: 9-30-10
CHECKED: DTB	SCALE: 1" = 100'

MAP NO.	MAPS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY		
THE CITY OF GREENVILLE		
DATE	ORDINANCE NO.	6.4380 AC. AREA



I, DEBORAH T. BOYETTE CERTIFY THAT THIS MAP IS OF A SURVEY OF ANOTHER CATEGORY AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION.

Deborah T. Boyette
 PROFESSIONAL LAND SURVEYOR

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS MAP WAS DRAWN BY DEBORAH T. BOYETTE UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY DEBORAH T. BOYETTE. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.

WITNESS MY HAND AND SEAL THIS 21ST DAY OF OCT, 2010.

SIGNED Deborah T. Boyette
 PROFESSIONAL LAND SURVEYOR L-4146

NORTH CAROLINA, Pitt COUNTY
 I, Judy R. Stroud, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT Deborah T. Boyette, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE 21ST DAY OF OCT, 2010.

NOTARY PUBLIC Judy R. Stroud
 MY COMMISSION EXPIRES 2/28/2015

NORTH CAROLINA, PITT COUNTY
 THE FOREGOING CERTIFICATE OF _____, A NOTARY PUBLIC, IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS DAY OF _____, 20__ AT ___ O'CLOCK M

JUDY J. TART, REGISTER OF DEEDS
 BY _____
 DEPUTY REGISTER OF DEEDS



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Ordinance to annex Firetower Commercial Village, Lot 3, involving 0.6488 acres located north of Fire Tower Road approximately 463 feet east of South Memorial Drive

Explanation: ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: October 25, 2010
2. City Council public hearing date: November 8, 2010
3. Effective date: December 31, 2010

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 0.6488 acres
4. Voting District: 5
5. Township: Winterville
6. Vision Area: E
7. Zoning: CG General Commercial
8. Land Use: Existing: Vacant Anticipated: 16,200 sq. ft.commercial bldg.
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: Winterville
- 11. Greenville Fire District: Station #5 (Distance of 2.2 miles)
- 12. Present Tax Value: \$226,093
Estimated Future Tax Value: \$1,765,093

Fiscal Note: The total estimated tax value at full development is \$1,765,093.

Recommendation: Approve the attached ordinance to annex Firetower Commercial Village, Lot 3.

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

Attachments / click to download

- [📄 Firetower Commercial Village, Lot 3](#)
- [📄 Firetower Commercial Village Lot 3 Annexation Ordinance 880529](#)

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 6:00 p.m. on the 8th day of November, 2010, after due notice by publication in The Daily Reflector on the 25th day of October, 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 of that certain property as shown on the annexation map entitled "Firetower Commercial Village – Lot 3" involving 0.6488 acres as prepared by Malpass & Associates.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located north of Fire Tower Road approximately 463 feet east of South Memorial Drive. This annexation involves 0.6488 acres.

GENERAL DESCRIPTION:

Lying and being situated in Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Beginning at a point in the northern right of way of NCSR 1708 (Fire Tower Road) said point being located S 88-44-41 E – 173.67', thence N 02-08-11 W – 12.02', thence S 88-44-41 E – 50.09', thence S 81-57-41 E – 101.60', thence S 88-44-41 E – 6.09', thence S 83-03-36 E – 100.53' from the eastern right of way of NC Hwy 11 (Memorial Drive) thence from said point of beginning leaving the northern right of way of NCSR 1708 N 01-40-00 W – 234.09', thence S 88-20-00 W – 12.02', thence N 02-16-28 E – 8.32', thence S 87-43-32 E – 153.53, thence S 09-08-26 W – 206.35', thence S 45-00-30 W - 47.42' to the northern right of way of NCSR 1708, thence with the northern right of way of NCSR 1708 N 88-50-03 W – 68.61' to the point of beginning containing 0.6488 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 five. 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 five.

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.

Attachment number 1
Page 2 of 2

Section 5. This annexation shall take effect from and after the 31st day of December, 2010.

ADOPTED this 8th day of November, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

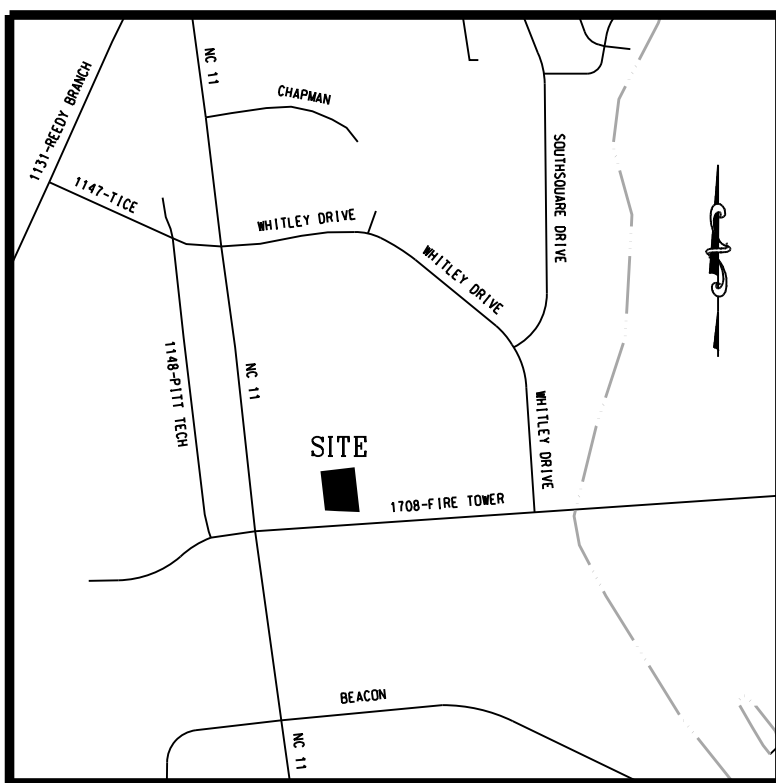
I, Patricia A. Sugg, Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument 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.

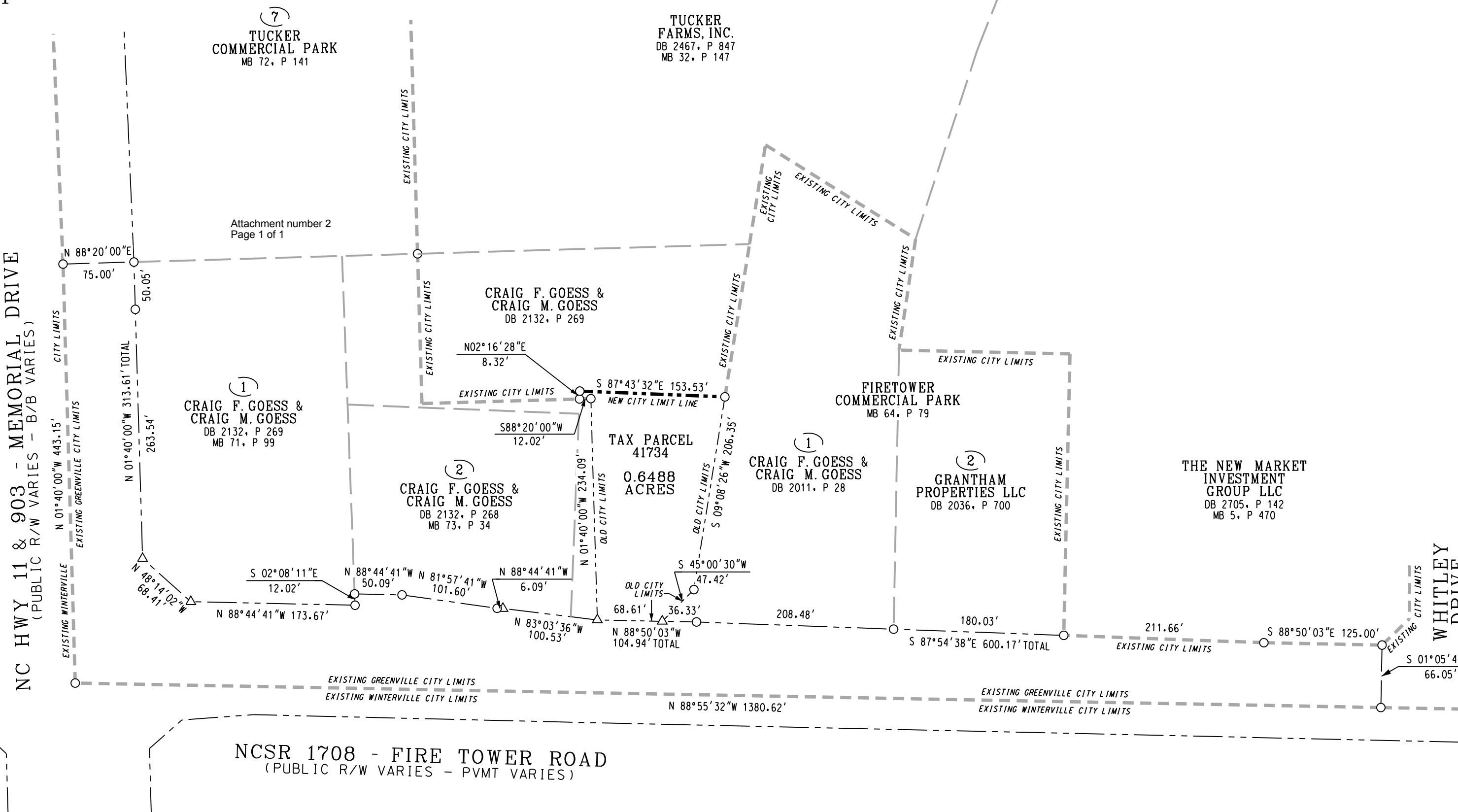
Patricia A. Sugg, Notary Public

My Commission Expires: 9-4-2011

Document # 880529



VICINITY MAP
1"=1000'



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 IN BOOK _____, PAGE _____; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL

THIS _____ DAY OF _____, A.D., 2010.

CARLTON E. PARKER L-2980

NORTH CAROLINA, _____ PITT COUNTY I, _____, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT CARLTON E. PARKER, A REGISTERED LAND SURVEYOR PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL. THIS _____ DAY OF _____, 2010.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

A PORTION OF PARCEL 41734
ANNEXATION MAP FOR
FIRETOWER COMMERCIAL VILLAGE - LOT 3
REFERENCE DEED BOOK 2132, PAGE 269 OF THE PITT COUNTY REGISTRY
WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

LEGEND
NEW CITY LIMIT = - - - - -
EXISTING CITY LIMIT =
OLD CITY LIMIT = - - - - -



OWNER: CRAIG F. GOESS & CRAIG M. GOESS
ADDRESS: 3615 S. MEMORIAL DRIVE
GREENVILLE, NC 27858
PHONE: (252) 321-3000

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY THE CITY OF GREENVILLE, N.C.

DATE: _____; ORDINANCE NUMBER: _____; AREA: 0.6488 ACRES
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

MALPASS & ASSOCIATES
1645 E. ARLINGTON BLVD., SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780

SURVEYED: CEP APPROVED: CEP
DRAWN: JHT DATE: 9/23/10
CHECKED: CEP SCALE: 1"= 100'
Item # 4



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Ordinance initiated by City Council to amend the Future Land Use Plan Map to designate all City-owned parkland as CO (Conservation/Open Space), and to amend Horizons: Greenville's Community Plan directing the Director of Community Development to amend the Future Land Use Plan Map to include all future municipal parkland in the CO category

Explanation: Following the September 20, 2010, City Council public hearing for consideration of the Horizons: Greenville's Community Plan 2009-2010 Update, City Council requested staff prepare an ordinance designating all City parkland as CO (Conservation/Open Space) on the Future Land Use Plan Map. The attached ordinance fulfills that request.

The draft ordinance (i) designates existing parkland as CO by reference to a map illustrating municipal parkland at the date of adoption of the ordinance and (ii) includes an amendment to Horizons: Greenville's Community Plan directing the Director of Community Development to amend the Future Land Use Plan Map to include all future municipal parkland in the CO category. The proposed amendment reads as follows:

“All municipal parkland owned by the City of Greenville shall be automatically designated as CO (Conservation/Open Space) on the Horizons: Greenville's Community Plan, Future Land Use Plan Map at the time of the City's acquisition of such land for parkland purposes or development for parkland purposes. The Director of Community Development shall amend the Future Land Use Plan Map upon receipt of the written determination of the Director of Recreation and Parks that the land owned by the City of Greenville has been acquired for parkland purposes or has been developed for parkland purposes. In the event municipal parkland is no longer owned by the City of Greenville or no longer used or intended to be used for parkland purposes, the Future Land Use Plan Map designation shall automatically revert to the original classification.

The Director of Community Development shall amend the Future Land Use Plan

Map upon receipt of the written determination of the Director of Recreation and Parks that the land owned by the City of Greenville designated as CO is no longer owned by the City of Greenville or no longer used or intended to be used for parkland purposes. Except as City Council may direct, no action of City Council shall be required for the purposes of designation, in accordance with the provisions of this paragraph, of future municipal parkland owned by the City of Greenville as CO (Conservation/Open Space) or for the reversion, in accordance with the provisions of this paragraph, of land owned by the City of Greenville to the original classification.”

The designation of City-owned parkland as CO (Conservation/Open Space) will not prohibit or restrict the City's ability to construct buildings or other structures on the land as determined appropriate by the City.

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 the Commission's October 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](#)

- [Conservation Open Space Map](#)
 - [Horizons Plan Text and FLUP Map CO amendment 878150](#)
 - [PZ Excerpt October 2010 CO 880716](#)
-

ORDINANCE NO. 10-__
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
AMENDING HORIZONS: GREENVILLE'S COMMUNITY PLAN

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 November 8, 2010 at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending Horizons: Greenville's Community Plan;

WHEREAS, the Horizons: Greenville's Community Plan was adopted on January 9, 1992 by the Greenville City Council per Ordinance 2412; and

WHEREAS, the Horizons: Greenville's Community Plan will from time to time be amended and portions of its text clarified by the City Council; and

WHEREAS, Future Land Use Plans are to be prepared to expand and clarify portions of the Horizons: Greenville's Community Plan; and

WHEREAS, the City Council of the City of Greenville has per Ordinance No. 97-73 adopted the Greenville Future Land Use Plan Map and associated text dated June 4, 1997, as amended, as an amendment to the Horizons: Greenville's Community Plan; and

WHEREAS, the City Council of the City of Greenville has per Ordinance No. 04-10 amended the Horizons: Greenville's Community Plan and Future Land Use Plan Map pursuant to the 2004 Update; and

WHEREAS, the Horizons: Greenville's Community Plan 2009 – 2010 Update, as amended was adopted on September 20, 2010 by the Greenville City Council per Ordinance No. 10-78; and

WHEREAS, consideration of portions of the Horizons: Greenville's Community Plan 2009 – 2010 Update dated September 20, 2010 was continued to the November 8, 2010 City Council meeting; and

WHEREAS, the Planning and Zoning Commission and the City Council have reviewed the Horizons: Greenville's Community Plan and the Future Land Use Plan Map and a public hearing has been held to solicit public comment.

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

Section 1. The Horizons: Greenville's Community Plan 2009 – 2010 Update dated September 20, 2010, as amended by City Council on September 20, 2010, is hereby amended to

designate existing City of Greenville, NC, municipal parkland, as indicated on the map entitled “Conservation/Open Space Map, dated 10/11/10”, as CO (Conservation/Open Space) on the Future Land Use Plan Map.

Section 2. The Director of Community Development is directed to amend the Horizons: Greenville’s Community Plan Future Land Use Plan Map in accordance with Section 1 of this ordinance.

Section 3. The Horizons: Greenville’s Community Plan 2009 – 2010 Update dated September 20, 2010, as amended by City Council on September 20, 2010, is hereby amended to include within the Horizons: Greenville’s Community Plan, Section 2. Future Land Use, Location of Uses 2. Conservation/Open Space, a paragraph to read as follows:

“All municipal parkland owned by the City of Greenville shall be automatically designated as CO (conservation/open space) on the Horizons: Greenville’s Community Plan, Future Land Use Plan Map at the time of the City’s acquisition of such land for parkland purposes or development for parkland purposes. The Director of Community Development shall amend the Future Land Use Plan Map upon receipt of the written determination of the Director of Recreation and Parks that the land owned by the City of Greenville has been acquired for parkland purposes or has been developed for parkland purposes. In the event municipal parkland is no longer owned by the City of Greenville or no longer used or intended to be used for parkland purposes, the Future Land Use Plan Map designation shall automatically revert to the original classification. The Director of Community Development shall amend the Future Land Use Plan Map upon receipt of the written determination of the Director of Recreation and Parks that the land owned by the City of Greenville designated as CO is no longer owned by the City of Greenville or no longer used or intended to be used for parkland purposes. Except as City Council may direct, no action of City Council shall be required for the purposes of designation, in accordance with the provisions of this paragraph, of future municipal parkland owned by the City of Greenville as CO (conservation/open space) or for the reversion, in accordance with the provisions of this paragraph, of land owned by the City of Greenville to the original classification.”

Section 4. That the Director of Community Development is directed to amend the Horizons: Greenville’s Community Plan Future Land Use Plan Map to include all future City of Greenville, NC, municipal parkland in the CO (Conservation/Open Space) in accordance with this ordinance upon notice of the Director of Recreation and Parks.

Section 5. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 6. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 7. That this ordinance shall become effective upon its adoption.

ADOPTED this 8th day of November, 2010.

ATTEST:

Patricia C. Dunn, Mayor

Carol L. Barwick, City Clerk

Excerpt from the October 19, 2010 Planning and Zoning Commission meeting draft minutes.

Ordinance initiated by City Council, to amend the Future Land Use Plan Map to designate all City of Greenville owned parkland as CO (conservation/open space), and to amend Horizons: Greenville's Community Plan directing the Director of Community Development to amend the Future Land Use Plan Map to include all future municipal parkland in the CO category.

Mr. Tom Wisemiller, Planner, gave the presentation for this proposed text amendment. Areas zoned CO usually applies to parklands, areas that are prone to flooding, or other lands that have been deemed inappropriate for development. They can be used as buffers that can be used to separate potentially conflicting land uses. Most of the greenways and greenway connectors are included under the City's current Future Land Use Plan Map under the CO category. The Future Land Use Plan Map is not intended to be dimensionally specific, rezoning requests and other development proposals might alter these assumptions. If the proposed ordinance was adopted, all City parkland or land purchased for that purpose would automatically be designated as CO on the Future Land Use Plan Map. Properties sold, or no longer designated as park use would automatically revert back to its previous category. The proposed ordinance would not affect private property and it would not prevent the City from using the property for other uses in the future. There are only a few areas that would be affected as there are only a few parks that have not been included into the CO category.

Mr. Randall asked if Greenville Aquatics & Fitness Center and other parks that are developed with buildings should be designated as CO. He asked for the reasoning behind this.

Mr. Wisemiller answered that it is part of the property that's defined as that park facility. The goal is to designate all park area.

Mr. Randall asked if the City would be hindered by the CO category if they wanted to expand the Greenville Aquatics Center or build something else on the park areas.

Mr. Wisemiller answered that it would not hinder the building of a recreational facility.

Mr. Gordon asked if the Greenville Aquatics & Fitness Center was sold, would it revert back to its previous use.

Mr. Wisemiller answered that yes, it would revert back to its previous category.

Mr. Gordon said it was a possibility somewhere down the line.

Mr. Bell asked if we currently have any parkland that would fit that description.

Mr. Wisemiller answered that staff is not aware of any that are currently under consideration.

Mr. Lehman asked what kinds of restrictions are foreseen with this new zoning.

Mr. Wisemiller answered that it is not a zoning category. For the most part, areas that are designated CO are mostly city-owned areas, in the flood hazard area, or have limited development potential.

Mr. Lehman asked to confirm that staff did not see any restriction as far as the land use goes.

Mr. Wisemiller said that CO designation would not add any restrictions.

Mr. Lehman asked if another park besides the Aquatics Center wanted to add a picnic area, would the construction of that be restricted in any way.

Mr. Wisemiller said that it would not.

Mr. Parker asked if River Park North is considered as Conservation/Open Space. He asked if the City would be able to improve upon parkland if the City saw fit.

Mr. Wisemiller answered that was correct.

Ms. Fladung asked what "improves" means, and asked if there are restrictions for types of improvement on parkland.

Harry Hamilton, Chief Planner, answered that it does not affect zoning when it is included in the CO designation, the City can build anything. It does not affect property rights of anyone and it does not limit the City's right to use the property in any way.

Mr. Parker asked if this would make it more consistent with the Future Land Use Map.

Mr. Hamilton answered that first of all the map illustrates environmentally-sensitive areas and it includes all city parks as a separate category, but also under the umbrella of CO and all staff is doing, at the request of City Council, is to include all city parks within this category.

Chairman Thomas asked why this was not come up during the Horizons Plan Update process.

Mr. Hamilton answered that parks were illustrated as CO on the maps presented, however a few were inadvertently omitted. The amendment would include all current parks and any future parks.

Mr. Randall asked if a private owner had property categorized as CO, could they build anything that they wanted on the property.

Mr. Hamilton stated that is correct and that City governmental uses including parks are allowed in all zones.

Mr. Randall said that he had not been aware that the City could do that.

There were no speakers either for or against the proposed amendment, so Chairman Thomas

closed the Public Hearing and opened it up for Board Discussion.

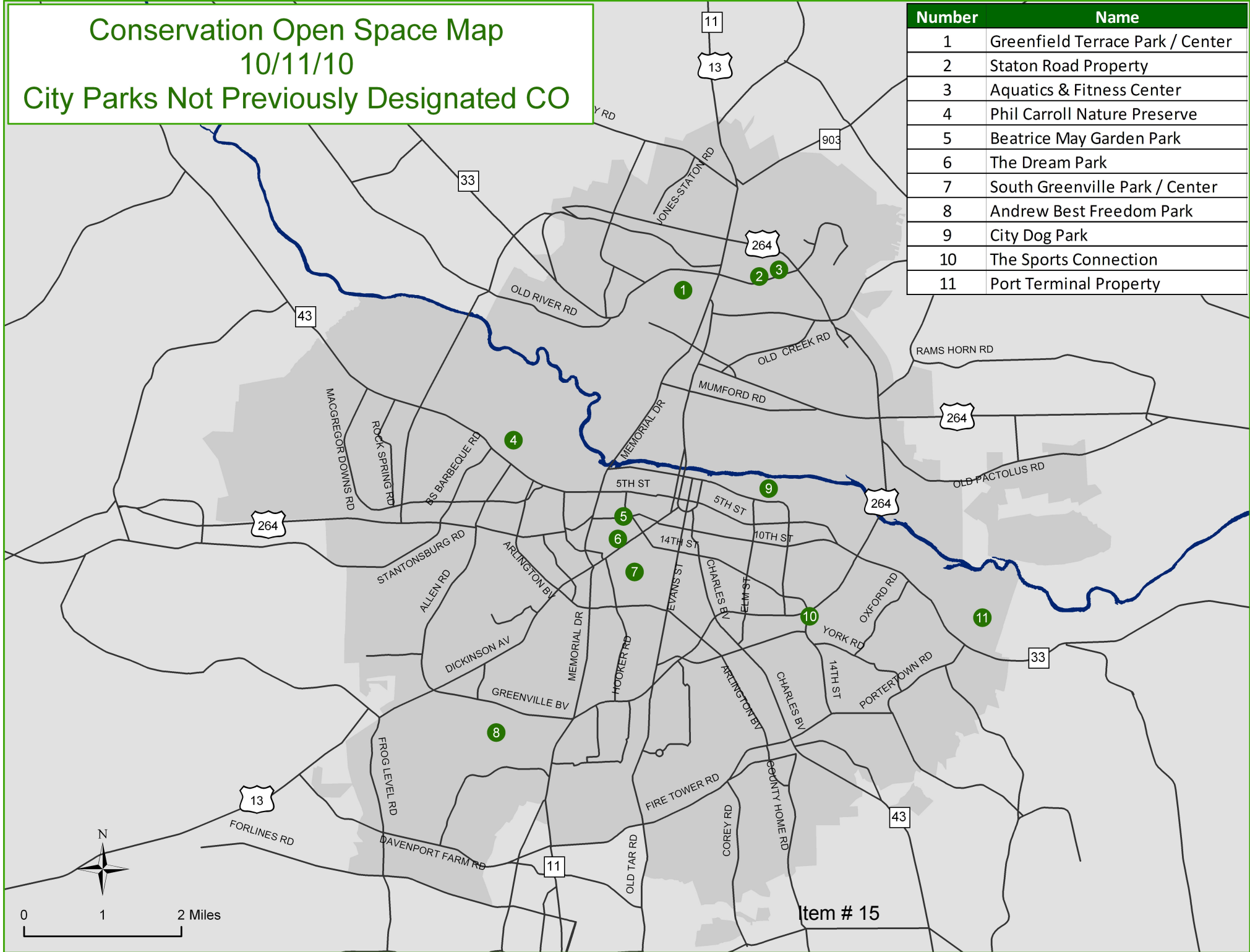
Mr. Gordon made the motion to approve the proposed amendment to advise that it is consistent with the Comprehensive Plan and other applicable plans, and to adopt the staff report to address plan consistency and other matters. Mr. Parker seconded his motion and it passed unanimously.

Conservation Open Space Map

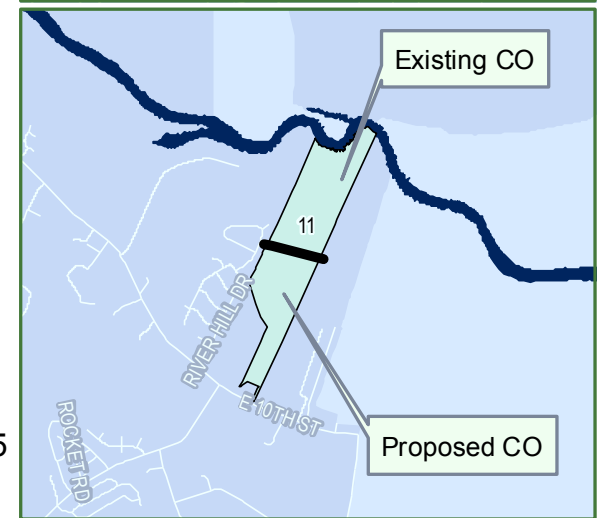
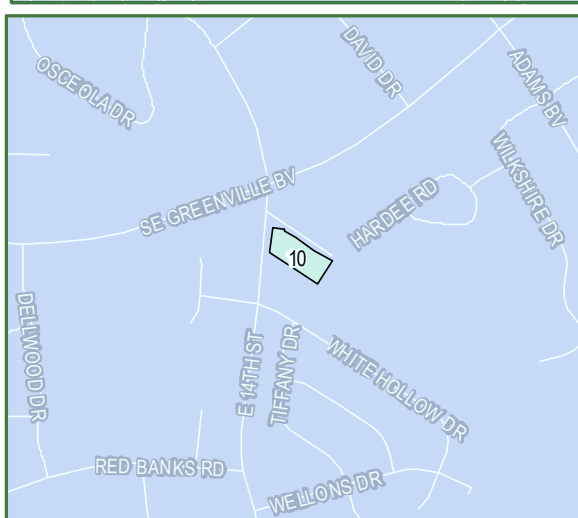
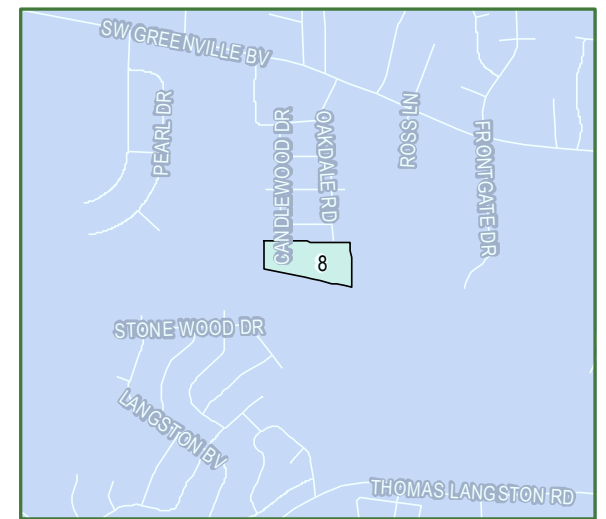
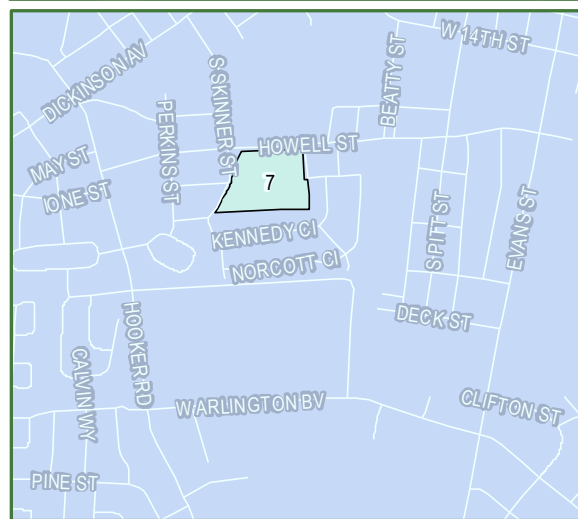
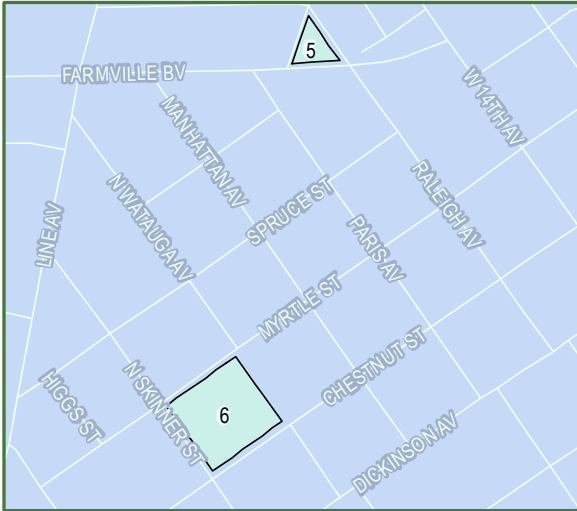
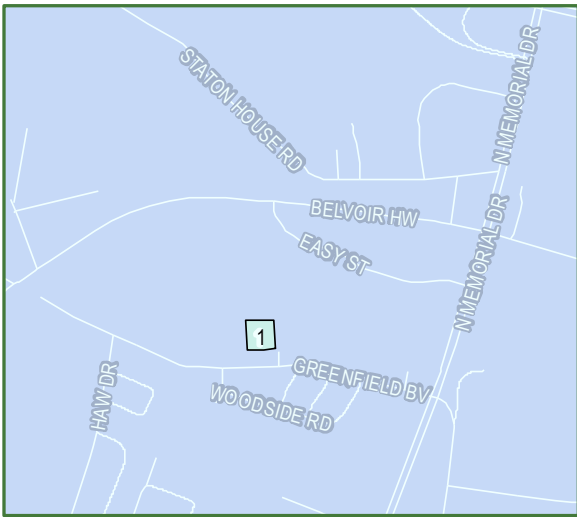
10/11/10

City Parks Not Previously Designated CO

Number	Name
1	Greenfield Terrace Park / Center
2	Staton Road Property
3	Aquatics & Fitness Center
4	Phil Carroll Nature Preserve
5	Beatrice May Garden Park
6	The Dream Park
7	South Greenville Park / Center
8	Andrew Best Freedom Park
9	City Dog Park
10	The Sports Connection
11	Port Terminal Property



Item # 15



Item # 15



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Ordinance initiated by City Council to establish a minimum waiting period between the date a petition to amend the Future Land Use Plan Map is denied and the initiation of a subsequent similar petition, and to consider revision to the minimum waiting period between the date of denial of a petition to amend the Zoning Map and the initiation of a subsequent similar rezoning petition

Explanation: At the September 9, 2010, meeting, Council Member Mercer requested and City Council approved a motion to direct staff to return to the City Council at its October 2010 City Council meeting with an ordinance establishing a minimum waiting period between the date of denial of a petition to amend the Future Land Use Plan Map and the initiation of a subsequent similar petition.

At the October 11, 2010, City Council meeting, the City Council agreed to initiate the process of establishing a minimum waiting period between the date of denial of a petition to amend the Future Land Use Plan Map and the initiation of a subsequent similar petition, and to consider revision to the current minimum waiting period between the date of denial of a petition to amend the Zoning Map and the initiation of a subsequent similar petition. This agenda item fulfills the City Council's directive.

The Planning and Zoning Commission was requested to provide a recommendation to (i) establish either a six-month or twelve-month waiting period for Future Land Use Plan Map resubmissions and (ii) extend the current waiting period from six months to twelve months in the case of Zoning Map (rezoning) resubmissions.

Below is the draft ordinance text developed for this purpose.

“SEC. 9-4-334.1 FUTURE LAND USE PLAN MAP: SEQUENCE OF RELATED ZONING AMENDMENT CONSIDERATION; EFFECT OF DENIAL OF PETITION ON SUBSEQUENT SIMILAR PETITION.

(A) When a petition has been initiated for an amendment to the Future

Land Use Plan Map, a petition for an amendment to the official zoning map of the city affecting the same property, or any portion thereof, shall not be initiated in accordance with section 9-4-331 and shall not be considered by the Planning and Zoning Commission until City Council approves or denies the amendment to the Future Land Use Plan Map.

(B) Except as further provided, when the City Council has denied any petition for amendment of the Future Land Use Plan Map, a petition for an amendment to the Future Land Use Plan Map affecting the same property, or any portion thereof, shall not be accepted by the Planning and Zoning Commission until the expiration of [six or twelve]months from the date of the previous denial. This section shall not prohibit the Planning and Zoning Commission or the City Council from initiating an amendment to the Future Land Use Plan Map, affecting the same property or any portion thereof, at any time following denial of any petition for amendment of the Future Land Use Plan Map.”

“SEC. 9-4-338 EFFECT OF DENIAL OF PETITION ON SUBSEQUENT SIMILAR PETITION.

When the City Council has denied any petition for zoning amendment, a petition for the same amendment affecting the same property, or any portion thereof, shall not be accepted by the Planning and Zoning Commission until the expiration of twelve months from the date of the previous denial.”

History of Future Land Use Plan Map (FLUPM) amendment requests

Since the adoption of the Future Land Use Plan Map (June 1997), there have been 17 property owner Future Land Use Plan Map amendment requests. Of those 17 petitions, three were withdrawn prior to Planning and Zoning Commission consideration, eight were approved by City Council, and six were denied by City Council. Of those six denied petitions, one request was subsequently resubmitted by the original petitioner within six months following City Council denial of the original petition - first denial on 11/8/07 and second denial on 5/8/08; therefore, one location accounts for two of the six denied petitions.

History of Zoning Map amendment requests since June 1997 (FLUPM adoption)

Since June 1997, there have been 362 property owner Zoning Map (rezoning) amendment requests. Of those 362 petitions, 20 were withdrawn prior to Planning and Zoning Commission and/or City Council consideration, 314 were approved by City Council, and 28 were denied by City Council. Of the 28 denied petitions, one petition was subsequently resubmitted as a substantially similar request (same zoning classification(s) effecting the same property) after the expiration of six months (however, less than one year from the date of denial) in accordance with the current regulations. Extension of the rezoning resubmission waiting period from 6 months (current regulation) to 12 months (optional amendment) would have prevented reapplication, in that case, for 6 additional months.

Other current regulations pertaining to withdrawn Zoning Map (rezoning) amendment requests are as follows: (Note: no change proposed to the following sections; 9-4-336 and 9-4-337)

"SEC. 9-4-336 WITHDRAWAL OF ZONING AMENDMENT PETITION FROM PLANNING AND ZONING COMMISSION CONSIDERATION.

(A) Petition for zoning amendment may be withdrawn not less than ten working days prior to the Planning and Zoning Commission meeting date. A petition that is withdrawn twice within any 12-month period shall not be considered by the Planning and Zoning Commission until the expiration of 12 months from the date of the last withdrawal.

(B) All requests for withdrawal must be filed in writing with the Director of Community Development.

(C) Reconsideration of withdrawn petitions shall be in accordance with original submission requirements.

SEC. 9-4-337 WITHDRAWAL OF ZONING AMENDMENT PETITION FROM CITY COUNCIL CONSIDERATION FOLLOWING PLANNING AND ZONING COMMISSION RECOMMENDATION.

(A) Petition for zoning amendment may be withdrawn from City Council public hearing provided that the request is made at least 72 hours prior to the public hearing date. If the public hearing is continued to a later date, the date of the original scheduled hearing shall control.

(B) All requests for withdrawal must be filed in writing with the City Manager.

(C) Petitions withdrawn in accordance with this section shall not be reconsidered by the Planning and Zoning Commission until the expiration of six months following the date of withdrawal.

(D) Reconsideration of withdrawn petitions shall be in accordance with original submission requirements.

(E) Original requests referred back to the Planning and Zoning Commission for reconsideration shall not require a filing fee provided all other submission requirements are met."

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 proposed ordinance amendment at the Commission's October 19, 2010, meeting to include a six-month waiting period in the case of Future Land Use Plan Map resubmissions, and not to extend the Zoning Map (rezoning) resubmission current waiting period from six months to twelve months.

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.

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Attachments / click to download

[Land Use Plan Map Ammendment Ordinance 877333](#)

[PZ Excerpt October 2010 Zoning Map 880719](#)

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 North Carolina General Statutes, 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 November 8, 2010 at 6:00 p.m., in the 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 T, Section 9-4-334.1 of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended by deleting said section in its entirety and substituting the following:

“SEC. 9-4-334.1 FUTURE LAND USE PLAN MAP: SEQUENCE OF RELATED ZONING AMENDMENT CONSIDERATION; EFFECT OF DENIAL OF PETITION ON SUBSEQUENT SIMILAR PETITION.

(A) When a petition has been initiated for an amendment to the Future Land Use Plan Map, a petition for an amendment to the official zoning map of the city affecting the same property, or any portion thereof, shall not be initiated in accordance with section 9-4-331 and shall not be considered by the Planning and Zoning Commission until City Council approves or denies the amendment to the Future Land Use Plan Map.

(B) Except as further provided, when the City Council has denied any petition for amendment of the Future Land Use Plan Map, a petition for an amendment to the Future Land Use Plan Map affecting the same property, or any portion thereof, shall not be accepted by the Planning and Zoning Commission until the expiration of six months from the date of the previous denial. This section shall not prohibit the Planning and Zoning Commission or the City Council from initiating an amendment to the Future Land Use Plan Map, affecting the same property or any portion thereof, at any time following denial of any petition for amendment of the Future Land Use Plan Map.”

Section 2: That Title 9, Chapter 4, Article T, Section 9-4-338 of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended by deleting said section in its entirety and substituting the following:

“SEC. 9-4-338 EFFECT OF DENIAL OF PETITION ON SUBSEQUENT SIMILAR PETITION.

When the City Council has denied any petition for zoning amendment, a petition for the same amendment affecting the same property, or any portion thereof, shall not be accepted by the Planning and Zoning Commission until the expiration of twelve months from the date of the previous denial.”

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 5. This ordinance shall become effective upon its adoption.

ADOPTED this 8th day of November, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Excerpt from the October 19, 2010 Planning and Zoning Commission meeting draft minutes.

Ordinance initiated by City Council to establish a minimum waiting period between the date a petition to amend the Future Land Use Plan Map is denied and the initiation of a subsequent similar petition, and to consider revision to the minimum waiting period between the date of denial of a petition to amend the Zoning Map and the initiation of a subsequent similar rezoning petition.

Chantae Gooby, Planner, said that this request was initiated by City Council. The Commission was being asked to decide on two things: establish a minimum waiting period between the date when a Future Land Use Map amendment has been denied before it is initiated again; and to consider revising the current waiting period for a rezoning amendment. Currently when a Future Land Use Map Plan amendment has been denied, applicants are allowed to come back the very next month and ask for the change again. Currently with rezoning, if the request has been denied, the applicant would have to wait 6 months before they could apply again, provided that it is for the same property and it is a similar request. The proposed amendments would establish a 6 month, or 12 month waiting period to resubmit your request for a Future Land Use Plan Map amendment; the other would be to possibly leave the current waiting period of 6 months for a rezoning amendment, or extend it to 12 months.

Chairman Thomas opened the Public Hearing.

There were no speakers in favor of the proposed text amendment.

Mike Baldwin came forward to speak in opposition. He said that he was present as a property owner and as a representative of other property owners in Greenville.

Mr. Baldwin asked Mr. Hamilton how long has the 6 months policy for rezoning been in effect.

Mr. Hamilton said that it has been in place for many years – about 35 – 40 years.

Mr. Baldwin asked Mr. Hamilton how long the Land Use Plan Map change been in effect.

Mr. Hamilton said that there is no waiting period for Land Use Map Plan amendments. He pointed out that the way the ordinance is written, any re-application for any Land Use Plan Map change affecting the same property or any portion of it, would be delayed under this proposal. With respect to the existing re-zoning process, it's the same zoning affecting the same property or portion thereof. For example, if someone applied for Heavy Commercial and it got denied, they could apply for General Commercial with no delay, but they could not come back for Heavy Commercial until 6 months later.

Mr. Gordon asked Harry to explain the part about the Future Land Use Plan Map again.

Mr. Hamilton said that the Future Land Use Plan Map amendment process would be in effect for any change affecting the property. With this proposal, if you have submitted a request under the

Land Use Plan Map amendment process and it has been denied, you cannot come back at all for any change to that property until 6 or 12 months depending on what the Commission decides.

Mr. Baldwin asked Mr. Hamilton if staff has looked into what other cities of our size and growth potential support.

Mr. Hamilton said that Ms. Gooby had looked into it.

Ms. Gooby answered that she had entered this question on the list serve, but she did not get a lot of feedback. There was one town that had a 12 month waiting period and it did match their re-zoning process.

Mr. Baldwin said that this is a shot in the foot as far as trying to get the housing and the economy in Greenville back on its feet. He said that he has never seen a due diligence period of one year. What would happen if a re-zoning request is turned down and a month later the opposing parties strike a deal – why should they have to wait? Why after 35 years has this request come now? We should not be forced to re-submit a request of substantial change just to get a deal closed to get some activity in Greenville and get us out of this slow spot. He thanked the City Council for bringing the request, but he asked that the Commission deny this request.

Jim Ward, a developer, came forward to speak in opposition to the request. He brought up an example of how Raleigh passed similar restrictions on development, but then had to hire consultants to bring the developers back because their tax base deteriorated. When a petitioner and an adjoining landowner reach an agreement that fits everyone, should be sufficient to approve a Land Use Plan Map amendment if City Council is inclined. We are 3-4 years from coming out of this economic state, and any impediment that we place on development plans that would bring about growth in a smart way to this city is detrimental to the citizens. He asked the Commission to deny the request.

Mr. Randall asked Mr. Ward if 6 months would be that much of a burden due to that fact that since 1997, there have been six Land Use amendment requests that have been denied with only one coming back within a six month period.

Mr. Ward said that he believes that 6 months should be the most because not many landowners are going to tie up their property for much longer than that.

Mr. Bell asked if he thought it would encourage both the landowner and the one coming in to work with the neighborhood associations a lot better.

Mr. Ward answered that he feels that it is certainly in everyone's best interest to work it out that way and he believes that it is already being done.

Chairman Thomas asked Attorney Holec if a three minute rebuttal could still be offered since there was no one speaking in favor of the request.

Attorney Holec answered that they would first have to make sure there were no other speakers to

speak in opposition, but since there have been speakers in opposition, the Commission would be able to offer a rebuttal to those in favor of the request.

There were no other speakers in opposition and there were no speakers to offer a rebuttal, so Chairman Thomas closed the Public Hearing and opened it up for Board Discussion.

Mr. Parker said that a six month waiting period would allow neighborhoods time to get organized and then be able to meet with developers, which would be best for the City.

Mr. Randall said that he has seen a lot of times where property owners and neighborhood associations come in and say that they are not prepared and need more time. His thought is that one year is too long, but 6 months should be enough time.

Mr. Gordon asked what the motivation from City Council was in making this request since there has only been one denied since 1997.

Attorney Holec gave his recollection of the discussion by City Council. When you have these requests come to both the Planning & Zoning Commission and the City Council that it does put a burden on neighborhood, those that are impacted that are nearby. City Council felt that it was too much to have them continually go through the defense of the request so there should be a waiting period between requests.

Mr. Maxwell shared his experience from a number of years when East Carolina University had proposed expansion plans that would have developed through his neighborhood. It took awhile for the neighborhood to get organized to defend themselves. From a personal experience, it would be good for there to be a six month waiting period for neighborhoods to be able to come together and organize. It is important for anyone with ideas for design to come to the neighborhoods and try to come to a meeting of the minds. Folks need time to get together and figure out what they want done to their neighborhoods.

Chairman Thomas asked if ECU's request was denied and then they came right back.

Mr. Maxwell answered that they had received a letter asking them to come to a meeting and at the meeting they found that they had wanted to place a parking deck where his house was.

Mr. Gordon said that the developers did do that as opposed to not having a conversation with the neighborhoods.

Mr. Maxwell said that they did do that, but then they received a copy of their minutes and nowhere in there was mention of the residents or what they would – not saying that was the same situation here, but those types of situations can happen to neighborhoods.

Ms. Fladung said that the waiting period has something to do with smart growth. Having the time to recollect and organize is very important.

Mr. Bell asked if there are two proposals being considered: one, for a 6-12 month time span for

requests denied by Planning & Zoning; and two, a 6 month or 12 month for withdrawals for requests for re-zoning.

Mr. Lehman answered that no, the proposals being considered are for future land use and for re-zoning.

Mr. Lehman said that his thought is that both proposals should be the same. He is in favor of the 6 months plan.

Mr. Bell asked if 6 months and 12 months are the only options – he asked if 3-months could be considered.

Ms. Gooby said that staff's only recommendation would be that it is not less than 6 months.

Mr. Hamilton answered that his recollection is that City Council specifically asked that the Commission consider either 6 months, or 12 months and he did not recall there being another option. That is the way that the ordinance is written so the Commission can recommend approval or denial of the ordinance including that motion that Mr. Lehman referred to.

Mr. Randall said that reading the information it says “establishing a minimum waiting period” without getting to the timing until you get further into the ordinance.

Mr. Hamilton said that City Council initiated this proposal with 6 or 12 months in mind.

Mr. Garner asked why the City should have a Land Use Plan if they are not going to follow the plan. It seems to him that developers can come back the next month and keep requesting what they want until they get it.

Mr. Lehman said that it exactly what can happen with the Future Land Use Plan because there is no limit on it and that is what they are here to consider if they want to impose a minimum limit on it.

Mr. Garner said that if you just follow the Land Use Plan then development continues in an orderly matter.

Mr. Gordon said that in the last 13 years there has only been one denied request resubmitted.

Chairman Thomas called for a motion.

Mr. Maxwell made the motion to approve the proposed text amendment to include a 6 month waiting period in the case of the Future Land Use Plan re-submissions and to not lengthen the current waiting period from 6 months to 12 months for re-zoning maps, and Ms. Fladung seconded the motion. Ms. Fladung, Mr. Parker, Mr. Lehman, Mr. Bell, Mr. Randall, Mr. Maxwell, and Ms. Basnight voted in favor while Mr. Gordon voted in opposition. Motion passed.



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Presentations by boards and commissions

- a. Public Transportation and Parking Commission
- b. Recreation and Parks Commission

Explanation: The Public Transportation and Parking Commission and the Recreation and Parks Commission will make their annual presentations to City Council at the November 8, 2010 meeting.

Fiscal Note: N/A

Recommendation: For information only; no action recommended

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City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Town Common Master Plan

Explanation: Town Common, Greenville's most visible civic space, sits on 20 acres of open space on the south bank of the Tar River. This centrally located resource is unique in that it is considered by many to be "everybody's park." Because of its proximity to Uptown Greenville, a Town Common Master Plan was recommended as part of the Center City Redevelopment Plan. The development of a park-specific master plan for the Town Common was also recommended in the Comprehensive Recreation and Parks Master Plan.

On June 11, 2009, City Council authorized City staff to proceed with a Request for Qualifications (RFQ) process for design services related to the master planning of Town Common improvements, with subsequent approval of the selected design consultant by the Redevelopment Commission of Greenville. On October 28, 2009, the Redevelopment Commission approved the contract between the City of Greenville and ColeJenest & Stone, P.A. for design services related to the Town Common Master Plan.

ColeJenest & Stone, P.A. recently completed the Town Common Master Plan, having achieved goals set by the City to design a plan that:

1. Maximizes the full potential of the park;
2. Addresses park deficiencies; and
3. Addresses the needs and desires of citizens and stakeholders.

As part of the contract requirements, ColeJenest & Stone, P.A. will present the Town Common Master Plan to City Council for review, approval, and adoption. A copy of the proposed Plan was provided to the Mayor and Council last month. An electronic version is available on the Recreation and Parks Department website at:

http://www.greenvillenc.gov/departments/rec_parks_dept/default.aspx?id=9164.

At the October 13, 2010 Recreation and Parks Commission meeting, Commissioners voted to recommend that City Council adopt this plan.

Fiscal Note:

Funding for the Town Common Master Plan was provided using 2004 General Obligation Bonds for Center City revitalization in the amount of \$50,000.

Recommendation:

Adopt the Town Common Master Plan, and incorporate by reference into the Comprehensive Recreation and Parks Master Plan, and the Center City Redevelopment Plan.

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City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Ordinance amending the Manual of Fees for Recreation and Parks facility rentals

Explanation: The Recreation and Parks Department requests City Council's approval for modifications to the City's Manual of Fees. The proposal includes changing the current facility and shelter rental fee structure to a three-tiered pricing system that addresses (1) rentals for "for-profit" events, (2) rentals to citizens, and (3) rentals by non-profit organizations, with special pricing consideration for non-profits. All tiers will have a resident/non-resident fee differential.

A report providing Recreation and Parks Department facility rental information is attached.

Under the new plan, all Recreation and Parks building rentals will include supervision by a Recreation and Parks attendant.

Some fees will remain the same, while others will incur a modest increase or decrease.

The Recreation and Parks Commission recommended approval of the changes at the October 13, 2010 meeting.

Fiscal Note: Rental income is anticipated to increase due to the rental fee changes, and expenses will also increase to cover the salary cost for supervision provided by the Recreation and Parks attendants. Overall, the changes are expected to be revenue neutral.

Recommendation: Approve the attached ordinance updating the Manual of Fees for Recreation and Parks facility rentals.

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[Amending the Manual of Fees relating to Recreation and Park Fees 11.08.2010 881675](#)

[RESERVATION MANUAL 781490](#)

ORDINANCE NO. 10-_____
ORDINANCE AMENDING THE MANUAL OF FEES RELATING TO
RECREATION AND PARKS FEES

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Greenville as follows:

Section 1. That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by amending the following Recreation and Parks Facility Rental fees:

ACCOUNT NUMBER	CODE	RENTAL FACILITY	FEE
010-0000-340-04-01	RT	Amphitheatre	Class I - \$600/day Class I - \$900/day NR Class II - \$300/day Class II - \$450/day NR Class III - \$100/day Class III - \$150/day NR \$20/hour staff fee
	RT	Barnes-Ebron-Taft Building at Greenfield Terrace	Class I - \$65/hr Class I - \$98/hr NR Class II - \$35/hr Class II - \$53/hr NR Class III - \$25/hr Class III - \$38/hr NR
	RT	Guy Smith Stadium	Class I - \$300/day \$35/hr light fee \$30/marketing fee Class I - \$450/day NR \$35/hr light fee \$30/marketing fee Class II - \$200/day \$35/hr light fee \$30/marketing fee Class II-\$300/day NR \$35/hr light fee \$30/marketing fee Class III - \$100/day \$35/hr light fee \$30/marketing fee Class III - \$150/day NR \$35/hr light fee \$30/marketing fee

RT	Meeting Rooms	Class I - \$60/hr Class I - \$90/hr NR Class II - \$30/hr Class II - \$45/hr NR Class III - \$15/hr Class III - \$23/hr NR
RT	Sarah Vaughn Field of Dreams	Class I - \$60/hr Class I - \$90/hr NR Class II - \$30/hr Class II - \$45/hr NR Class III - \$15/hr Class III - \$23/hr NR
RT	Softball/Baseball/ Cricket Fields	Class I - \$30/hr \$35/hr light fee \$30/marketing fee Class I - \$45/hr NR \$35/hr light fee \$30/marketing fee Class II - \$20/hr \$35/hr light fee \$30/marketing fee Class II - \$30/hr NR \$35/hr light fee \$30/marketing fee Class III - \$10/hr \$35/hr light fee \$30/marketing fee Class III - \$15/hr NR \$35/hr light fee \$30/marketing fee
RT	Soccer/LaCrosse/ Football/Multipurpose Fields	Class I - \$30/hr \$35/hr light fee \$100/marketing fee Class I - \$45/hr NR \$35/hr light fee \$100/marketing fee Class II - \$20/hr \$35/hr light fee \$100/marketing fee Class II - \$30/hr NR \$35/hr light fee

		\$100/marketing fee
		Class III - \$10/hr \$35/hr light fee \$100/marketing fee
		Class III - \$15/hr NR \$35/hr light fee \$100/marketing fee
RT	Swimming Pools	Class I - \$40/hr per 10 attendees Class I - \$60/hr NR per 10 attendees Class II - \$20/hr per 10 attendees Class II - \$30/hr NR per 10 attendees Class III - \$12/hr per 10 attendees Class III - \$18/hr NR per 10 attendees
RT	Teen Center	Class I – \$100/hr Class I - \$150/hr NR Class II - \$50/hr Class II - \$75/hr NR Class III - \$25/hr Class III - \$18/hr NR
RT	Tennis Courts	Class I – \$10/hr Class I - \$15/hr NR Class II - \$5/hr Class II - \$3/hr NR Class III - \$2/hr Class III - \$4/hr NR

036-0000-340-34-02

RT

Bradford Creek
Clubhouse

Class I, II, & III
M-TH, Sun
\$500/4 hrs
Fri – Sat
\$700/4 hrs
\$125/each
additional hr
\$100/deposit

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

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

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

This the 8th day of November, 2010.

Patricia C. Dunn, Mayor

ATTEST:

Carol L. Barwick, City Clerk

881675

Item # 19



CITY OF GREENVILLE RECREATION AND PARKS DEPARTMENT FACILITY RENTAL INFORMATION

Greenville Recreation and Parks offers the following types of facilities for rental:

- Amphitheater
- Swimming Pools
- Gymnasiums
- Meeting
- Rooms/Classrooms
- Picnic Shelters
- Baseball Fields
- Soccer Fields
- Softball Fields
- Tennis Courts
- Multi-purpose Fields
- In-Line Hockey Rink
- Clubhouse

I. USER CLASSIFICATIONS

Depending on the type of event, user groups will be classified as one of three types of rentals, except for picnic shelters. Any user group or individual found to be intentionally misclassifying their event could be subject to financial penalty or restricted from future rentals. All three rental classifications are subdivided into Resident and Non-Resident fees. A Resident is defined as someone who pays City of Greenville taxes.

A. CLASS I

Any event for which admission is charged or any other type of compensation is realized, including donations. This class does not include non-profit organizations. All Class I rentals must receive administrative approval.

B. CLASS II

Any event where no admission is charged nor any other type of compensation is realized.

C. CLASS III

Any event hosted by an organization which can provide proof of non-profit and federal tax exempt status.

II. RENTAL RATES
(Indoor facility reservations include a City Staff member)
Tournament packages are available

	CLASS I		CLASS II		CLASS III	
	Residents	Non-Residents	Residents	Non-Residents	Residents	Non-Residents
Amphitheatre (Town Common)*	\$600/day + \$20/hour staff fee	\$900/day + \$20/hour staff fee	\$300/day + \$20/hour staff fee	\$450/day + \$20/hour staff fee	\$100/day + \$20/hour staff fee	\$150/day + \$20/hour staff fee
Large Picnic Shelters	N/A	N/A	\$30/half day \$60/full day	\$45/half day \$90/full day	\$30/half day \$60/full day	\$45/half day \$90/full day
Small Picnic Shelters	N/A	N/A	\$20/half day \$40/full day	\$30/half day \$60/full day	\$20/half day \$40/full day	\$30/half day \$60/full day
Gymnasiums	\$100/hour	\$150/hour	\$50/hour	\$75/hour	\$25/hour	\$38/hour
Swimming Pools	\$40/hour per 10 attendees	\$60/hour per 10 attendees	\$20/hour per 10 attendees	\$30/hour per 10 attendees	\$12/hour per 10 attendees	\$18/hour per 10 attendees
Meeting Rooms	\$60/hour	\$90/hour	\$30/hour	\$45/hour	\$15/hour	\$23/hour
Sarah Vaughn Field of Dreams (accessible baseball field)	\$60/hour	\$90/hour	\$30/hour	\$45/hour	\$15/hour	\$23/hour
Softball/Baseball/Cricket Fields	\$30/hour \$30/hour light fee \$30 marking fee	\$45/hour \$30/hour light fee \$30 marking fee	\$20/hour \$30/hour light fee \$30 marking fee	\$30/hour \$30/hour light fee \$30 marking fee	\$10/hour \$30/hour light fee \$30 marking fee	\$15/hour \$30/hour light fee \$30 marking fee
Soccer/La Crosse/Football/Multipurpose Fields	\$30/hour \$30/hour light fee \$100 marking fee	\$45/hour \$30/hour light fee \$100 marking fee	\$20/hour \$30/hour light fee \$100 marking fee	\$30/hour \$30/hour light fee \$100 marking fee	\$10/hour \$30/hour light fee \$100 marking fee	\$15/hour \$30/hour light fee \$100 marking fee
Tennis Courts	\$10/hour	\$15/hour	\$5/hour	\$3/hour	\$2/hour	\$4/hour
Bradford Creek Clubhouse	Mon – Thurs, Sun 4 hr block/standard/\$500 4 hr block/VIP/\$400 Each additional hr/\$100 Fri – Sat 4 hr block/standard/\$700 4 hr block/VIP/\$600 Each additional hr/\$125 \$100 deposit		Mon – Thurs, Sun 4 hr block/standard/\$500 4 hr block/VIP/\$400 Each additional hr/\$100 Fri – Sat 4 hr block/standard/\$700 4 hr block/VIP/\$600 Each additional hr/\$125 \$100 deposit		Mon – Thurs, Sun 4 hr block/standard/\$500 4 hr block/VIP/\$400 Each additional hr/\$100 Fri – Sat 4 hr block/standard/\$700 4 hr block/VIP/\$600 Each additional hr/\$125 \$100 deposit	
River Park North Nature Center	\$50 - \$250/hour depending on number of rooms. \$50-\$250 deposit required.					
River Park North Campsites			\$4/person	\$8/person		
Teen Center	\$100/hour	\$150/hour	\$50/hour	\$75/hour	\$25/hour	\$38/hour

Guy Smith Stadium	\$300/day \$35/hour light fee \$30 marking fee	\$450/day \$35/hour light fee \$30 marking fee	\$200/day \$35/hour light fee \$30 marking fee	\$300/day \$35/hour light fee \$30 marking fee	\$100/day \$35/hour light fee \$30 marking fee	\$150/day \$35/hour light fee \$30 marking fee
Damage Deposit (excludes shelters)	\$100 plus proof of insurance	\$100 plus proof of insurance	\$50	\$50	\$50	\$50
Security Fee	Fees will be determined by the number of officers needed and the amount of time the officers are needed. GRPD will determine whether security is needed for an event.					

*Event sponsor responsible for providing sufficient port-a-johns, noise permits, electrical cords, etc. to support event. Staff fees assessed based on event requirements.

**Picnic Shelter rentals with groups of 75 or more require a \$50 clean up fee.

***Guy Smith Stadium rentals with groups up to 200 require a \$50 clean up fee, groups of 201-500 require a \$100 clean up fee, groups over 500 require a \$250 clean up fee.

III. FACILITY LOCATIONS AND AMENITIES

A. LISTING BY AMENITIES

1. Large Picnic Shelters seat approximately 100-150:

H. Boyd Lee
River Park North
Thomas Foreman
Matthew Lewis (West Meadowbrook)

2. Small Picnic Shelters seats approximately 20-80:

Andrew A. Best
Beatty – Green Springs Park
Bradford Creek Soccer Complex
Greenfield Terrace
Guy Smith
Hillsdale
Jaycee Park
Jaycee-Elm Street Park
Kiwanis – Elm Street Park
Optimist I – Elm Street Park
Optimist II – Elm Street Park
Paramore
Peppermint
River Park North
South Greenville
Thomas Foreman
Woodlawn
Westhaven

- 3. Baseball Fields:**
 - Elm Street Park
 - Guy Smith Park
 - Sarah Vaughn Field of Dreams (special use accessible baseball facility)
 - South Greenville Park
 - Thomas Foreman Park
 - Perkins Baseball Complex
 - West Meadowbrook Park

- 4. Gymnasiums:**
 - Elm Street Gymnasium
 - Eppes Recreation Center
 - Greenville Aquatic and Fitness Center (rentals for members only)
 - H. Boyd Lee Recreation Center
 - South Greenville Recreation Center
 - Sports Connection

- 5. Special Event Reservations/Meeting Rooms:**
 - Barnes Ebron Taft/Greenfield Terrace
 - Bradford Creek Clubhouse
 - Elm Street Center
 - Eppes Recreation Center Multipurpose Room
 - H. Boyd Lee Meeting Room
 - Jaycee Park Auditorium
 - South Greenville Multipurpose Room
 - Sports Connection
 - River Birch Tennis Center
 - Teen Center
 - Jaycee Park Auditorium

- 6. Roller Hockey Rink:**
 - Extreme Park at Jaycee Park

- 7. Softball Fields:**
 - Evans Park
 - H. Boyd Lee Park
 - Jaycee Park
 - West Meadowbrook Park

- 8. Soccer Fields/Lacrosse Fields:**
 - Bradford Creek Soccer Complex
 - West Meadowbrook

- 9. Skate Park/Bike Park:**
 - Extreme Park at Jaycee Park

- 10. Swimming Pools:**
Community Pool
Greenville Aquatic and Fitness Center (rentals for members only)
- 11. Tennis Courts:**
Elm Street Park
Evans Park
Jaycee Park
River Birch Tennis Center
Thomas Foreman Park
- 12. Golf:**
Bradford Creek Public Golf Course

B. LISTING BY PARKS AND FACILITIES

- 1. Andrew Best Freedom Park**
315 Oakdale Road
 - 7.51 acres
 - Playground
 - Picnic Shelter with Grill
 - Restrooms
 - Baseball Field
 - ½ mile walking trail
- 2. Beatty – Green Springs Park**
2500 E. 5th Street
 - 25.5 acres
 - Picnic Shelter with Grill
 - 1.5 mile Greenway
- 3. Bradford Creek Public Golf Course**
4950 Old Pactolus Road
 - 180 acres
 - 18 Hole Golf Course
 - Driving Range
 - Putting Green
 - Clubhouse, maximum capacity 98
 - SnackBar

4. **Bradford Creek Soccer Complex**
4523 Old Pactolus Road
 - 25 acres
 - 5 Regulation Size Soccer Fields (2 lighted)
 - 1 Practice Field
 - Picnic Shelter with Grill

5. **H. Boyd Lee Park**
5184 Corey Road
 - 92 acres
 - Recreation Center/Gym; 17,000 sq. ft.
 - Meeting Room; 675 sq. ft.
 - 3 Lighted Softball Fields
 - Picnic Shelter with Grill
 - Exercise Station
 - Playground
 - Walking Trail
 - Cricket Field
 - Cross Country Course

6. **Community Pool**
2113 Myrtle Ave

7. **Dream Park**
1600 Chestnut Street
 - 2 acres
 - Playground

8. **Eppes Recreation Center**
400 Nash Street
 - Gym
 - Game Room
 - Community Room; 1,976 sq. ft.
 - Weight Room
 - *See also* – Thomas Foreman Park

9. **Elm Street Park**
1058 South Elm Street
 - 8.4 acres
 - 2 Playgrounds
 - 6 Lighted Tennis Courts
 - Lighted Youth Baseball Field
 - 4 Picnic Shelters with Grills
 - Shuffleboard, Horseshoes, and Bocce Courts

- Gym; 14,560 sq. ft.
- Center; 1,833 sq. ft.
- Sarah Vaughn Field of Dreams-accessible baseball field

10. Evans Park

625 West Arlington Boulevard

- 20.5 acres
- 12 Tennis Courts (4 lighted)
- 2 Lighted Softball Fields
- Archery Range
- Picnic Shelter with Grill
- River Birch Tennis Center

11. Greenfield Terrace

120 Park Access Road

- 25 acres
- Barnes, Ebron, & Taft Building; 3,120 sq. ft.
- Playground
- Picnic Shelter with Grill
- Restrooms
- Outdoor Basketball Court
- 1/3 mile walking trail
- Youth baseball field

12. Greensprings Park

2500 East 5th Street

- 25.5 acres
- Picnic Shelter with Grill
- 1.5 mile Greenway

13. Greenville Aquatic and Fitness Center

921 Staton Road

- Indoor Swimming Pool
- Cardio and Weight Rooms
- Gym
- Meeting Room; 690 sq. ft.

14. Guy Smith Park

1000 Moye Blvd

- 11.5 acres
- 9,160 sq. ft. Stadium
- Picnic Shelter
- 2 Lighted Regulation Size Baseball Fields
- Youth Baseball Field

- 15. Hillsdale Park**
2531 Sunset Ave

 - 1.72 acres
 - Picnic Shelter
 - Playground

- 16. Jaycee Park**
2000 Cedar Lane

 - 11.5 acres
 - Auditorium; 1,066 sq. ft.
 - Playground
 - Picnic Shelter with Grill
 - 4 Lighted Tennis Courts
 - Lighted Softball Field
 - Roller Hockey Rink
 - Extreme Park
 - Center for Arts and Crafts
 - Administrative Offices

- 17. Off Leash Dog Park**

 - 14 acres

- 18. Paramore Park**
401 East Fire Tower Road

 - 15 acres
 - Picnic Shelter with Grill
 - Playground
 - Water Fountain

- 19. Peppermint Park**
1400 Brownlea Drive

 - 1 acre
 - Playground
 - Picnic Shelter with Grill

- 20. Perkins Baseball Complex**
1703 E. 14th Street

 - 3 acres
 - 2 Youth Baseball Fields
 - Practice Baseball Field
 - Concession Stand
 - Restrooms
 - Batting Cage
 - See also: Teen Center

21. **Phil Carroll Nature Preserve (Undeveloped Park Land)**
Hwy 43 West
 - 163 acres

22. **River Birch Tennis Center**
625 West Arlington Blvd.
 - 5 acres
 - Center; 1,092 sq. ft.
 - 8 Lighted Tennis Courts

23. **River Park North**
1000 Mumford Road
 - 324 acres
 - Walter L. Stasavich Science and Nature Center; 10,500 sq. ft.
 - 324 acres
 - 5 ponds
 - Fishing Pier
 - Pedal Boating
 - Camp Ground
 - Nature Trails
 - 2 Picnic Shelters with Grills
 - Toddler Playground

24. **South Greenville Recreation Center**
851 Howell Street
 - 9.1 acres
 - Multipurpose Room; 1,372 sq. ft.
 - Playground
 - Multipurpose Field
 - Gym
 - Weight Room
 - Youth Baseball Practice Field
 - Picnic Shelter with Grill

25. **Sports Connection**
1701 E. 14th Street
 - 5 Batting Cages
 - Gym
 - Game Room
 - Meeting Room: 1,152 sq. ft.

26. **Teen Center**
1703 E. 14th Street
 - Sand Volleyball Courts

- Game Room; 1,560 sq. ft.
- Multipurpose Room; 1,196 sq. ft. See also: Perkins Baseball Complex

27. Thomas Foreman Park

400 Nash Street

- 9 acres
- Recreation Center
- Gymnasium
- Multi-purpose Room
- Playground
- Youth Baseball Field
- 2 Picnic Shelters with Grill
- 2 Lighted Tennis Courts

28. Town Common

100 East 1st Street

- 19 acres
- Amphitheater 3,600 sq. ft.
- 1500' Esplanade along Tar River
- Town Creek Bridge and South Tar Greenway
- Paved Walkway and Benches
- Boat Access

29. Westhaven Park

203 Cedarhurst Drive

- 1.5 acres
- Multipurpose Field
- Playground
- Picnic Shelter with Grill

30. West Meadowbrook Park

900 Legion Street

- 33 acres
- Picnic Shelter with Grill
- Multipurpose Field
- Youth Baseball Field
- Lighted Softball Field
- Disc Golf Course
- Playground
- Restrooms

31. Woodlawn Park

100 N Woodlawn Ave

- 0.63 acres

- ADA Accessible Playground
- Picnic Shelter with Grill
- Volleyball Court
- Outdoor Basketball Goal

IV. FACILITY RESERVATION POLICIES

- A. Athletic field reservations may be limited due to the season and condition of field.
- B. All building rentals other than picnic shelters require a \$50 deposit. The deposit will be returned via check two to three weeks after the rental if the facility is left in good, clean condition.
- C. Event security will be required for certain events as dictated by departmental policy. In those cases, event organizers must develop written emergency action plans for issues such as employee safety, crowd control, first aid, communications, coordination with law enforcement and other government agencies. The event organizers will insure the citizens of the City of Greenville will be protected from damage and losses to City assets.

Security required during a rental period is at the discretion of the Department of Recreation and Parks. The cost for security will be the responsibility of the individual or group renting the facility. Fees charged for security officers will be based on rates determined by the Greenville Police Department.

- D. Proof of insurance will be required for certain events. If the City deems necessary, the renting organization may be required to provide comprehensive general liability insurance in an amount specified by Risk Management. If insurance is required, the City of Greenville must be listed as *Additional Insured* and a copy of the insurance provided.
- E. Alcohol use is prohibited with the exception of Bradford Creek Golf Course.
- F. Any obscene, lewd, indecent or otherwise offensive language will not be tolerated in public spaces by any guest, staff or visitors.
- G. Amplified music. If needed, the renter must apply for an amplified music permit with the City of Greenville Police Department.
- H. Excessive Noise. The City of Greenville has a noise ordinance. Violations are addressed on a complaint basis by the police department. Events that are in violation of the ordinance may be shut down.

- I. Curfew. All event participants 18 years and under must abide by the City of Greenville Curfew Law.
 - J. Vehicles. Renters are not allowed to drive any motor vehicle, minibike, or motorcycle in, over, or through any recreation area. Abandoned or nuisance vehicles left on park property, may be removed without prior notice.
 - K. Staff and police requirements are not negotiable.
 - L. Groups under-representing their numbers will be charged an additional fee of \$10/hour for each extra staff person called in to cover the event and will lose their security deposit.
 - M. Tables and chairs. There are a limited number of tables and chairs available at each facility that will be made available for use during the rental period. The renting organization must furnish any additional tables or chairs needed to accommodate the rental. Additional tables and chairs must be brought in and removed during the time of the rental period.
 - N. Pets are not allowed at the indoor facilities. Those on City property must be on a leash and under the control of a handler at all times. Pet waste must be cleaned up and properly disposed.
 - O. Children must be supervised at all times.
 - P. A Recreation and Parks employee will be present and in charge of the facility during each rental use, except for picnic shelters. No facility keys will be distributed.
 - Q. Use of tape or other adhesives, nails, tacks, screws or similar articles on interior or exterior surfaces is not allowed.
 - R. Any changes in rental rates must be approved by Senior Management.
- V. RESERVATION PROCEDURES**
- A. Facility Reservations may be made at the following locations:
 - Jaycee Park
 - Elm Street Gym
 - H. Boyd Lee Park
 - River Park North
 - Eppes Recreation Center
 - South Greenville Recreation Center
 - Greenville Aquatic and Fitness Center

Exceptions:

The following rentals will only be made with facility staff:

River Park North Nature Center (329-4560)

Town Common Amphitheatre (329-4543)

Guy Smith Stadium (329-4268)

Swimming Pools (329-4043)

- B. Rental fee and security deposit must be paid when the facility reservation is made.
- C. Facility reservations can be made up to ten months in advance.
- D. Building reservations must be made at least one week in advance of rental date. Shelter reservations must be made at least 24 hours in advance.
- E. Cancellations must be made no less than three days prior to the rental.
- F. No refunds. Cancellations made three or more business days prior to the rental may be re-scheduled. Picnic shelter rain-outs reported within three business days after rental date may be rescheduled. *Exception:* Building damage deposits may be refunded if reservation cancellation is made one week prior to rental date.
- G. Non-profits will be required to show 501c3 status paperwork.

City of Greenville Recreation and Parks Department Tournament Package Rates

Fees are based on a minimum of six teams per tournament. Tournaments that have less than six teams will be charged the rate of six teams as will groups renting a facility longer than four hours. Prices below represent the fee charged per facility used. If multiple facilities are being used for a tournament, then the fees listed below will apply for each facility.

	Staff Fee	Fee Per Team/ Event	Deposit For Tournament / Event	Clean-Up Fee	Score Table/ Score Tower	Light Fee	Field Preparation	Insurance Required
Softball / Baseball Fields		\$20 per team	\$50 per day	\$50	\$50 per day, \$100 security deposit	\$25 per hour, per field	1 included per field per day – additional preparations - \$30 per field	Yes – see requirements below
Basketball Courts	\$10 per hour	\$40 per team	\$100 per day	\$50	Included			Yes – see requirements below
Soccer / Multipurpose Fields		\$20 per team	\$50 per day	\$50		\$25 per hour, per field	\$70 per field	Yes – see requirements below
Cross Country Course (H. Boyd Lee Park **)		All day picnic shelter rate	Must be paid in full at time of booking	\$50				Yes – see requirements below
Guy Smith Stadium	\$300/day \$35/hour light fee \$30 marking fee	\$450/day \$35/hour light fee \$30 marking fee	\$200/day \$35/hour light fee \$30 marking fee	\$300/day \$35/hour light fee \$30 marking fee	\$100/day \$35/hour light fee \$30 marking fee	\$150/day \$35/hour light fee \$30 marking fee	1 included, additional preparations - \$30 per marking	\$300/day \$35/hour light fee \$30 marking fee

** Cross Country Course rentals include the picnic shelter

V. ATHLETIC TOURNAMENT PROCEEDURES *(no current written procedure)*

A. Contact

Tournaments are to be booked with the Athletic Office at H. Boyd Lee Park (252-329-4550). Tournaments are allowed to be booked one (1) year in advance subject to availability. Programs offered by and/or co-sponsored by Greenville Recreation and Parks Department have first rights to the fields/facilities.

B. Insurance Requirements

The renter must provide proof of insurance no later than one (1) month prior to the start of the tournament or event. The insurance coverage must be a minimum \$1,000,000 each occurrence, \$100,000 damage to rented premises, \$1,000 medical expenses, \$1,000,000 personal injury, and \$2,000,000 general aggregate. The City of Greenville must be listed as an additional insured for the time the fields are being used.

C. Deposits to Book Tournaments/Payment of Fees

Deposits to book tournaments are due at the time of the reservation and are not refundable. Deposits will be applied towards the final balance. All remaining fees are due the first day of the tournament, with the exception of lights and concession reimbursement which must be paid at the conclusion of the tournament or the next business day.

D. Concessions

Greenville Recreation and Parks Department will have the first right for refusal to operate concessions during tournaments. If in the event a concession stand is not available for the renter to use (determined by GRPD), then the renter will be allowed to set up a table and tent (provided by renter) for concessions. If the renter operates concessions, then 15% of gross sales will be charged to the renter, payable to GRPD.

E. Admissions

Greenville Recreation and Parks Department holds the right to charge admissions for tournaments. All tournament admissions will be split 80/20 with 80% going to the Greenville Recreation and Parks Department and 20% to the host director/organization. Tournament directors will be allowed to charge gate admission should the Greenville Recreation & Parks Department choose not to do so. General park users shall not be charged. Admission gates should be set up near the field. Admission gates at the front of parking lots will not be allowed. Admission gates at the front of parking lots will not be allowed. If Greenville Recreation and Parks Department chooses to collect admissions, the per team rate will not be charged.



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Agreement with The Little Willie Center, Inc. of Pitt County to lease portions of the Lucille W. Gorham Intergenerational Center

Explanation: The Rectory and Annex located at the Lucille W. Gorham Intergenerational Center have been leased by The Little Willie Center, Inc. of Pitt County since 2007. The lease has expired.

In accordance with the provisions of the Memorandum of Understanding (MOU) between the City and East Carolina University, ECU serves as the site manager for the Intergenerational Center and is to recommend to the City the tenants for the buildings located at the Center. The MOU provides that in determining the tenants, ECU is to receive input from an advisory board consisting of representatives of the community, Lucille W. Gorham Intergenerational Community Center, Inc., the City, and ECU. By the attached letter dated October 12, 2010, ECU advises that the Advisory Board recommended that The Little Willie Center be the tenant for the Rectory and the Annex and that the lease commence on December 1, 2010, and expire on February 28, 2012.

The lease is for a 15-month period from December 1, 2010, to February 28, 2012, (the same date the State's lease of the first floor of the Lessie Bass Building and the State's lease of the school building expires). The lease payment is \$1 per year. The Little Willie Center is responsible for all utility expenses and all housekeeping, cleaning, and janitorial expenses for the building. The Little Willie Center is responsible for maintenance and repairs for the building except that repairs greater than \$500 are to be shared equally and only occur upon agreement of both the City and the Little Willie Center. The City is responsible for maintenance of the heating and air conditioning system, maintenance of lawns and parking areas, and fire extinguisher servicing, pest control, and outside trash disposal.

In the previous lease, the Little Willie Center also leased the playground. However, having the playground available only to one tenant created a limitation on the Intergenerational Center. So the playground is not included in the area

leased, but it is included within the list of the areas which the Little Willie Center will be able to use on the same basis and pursuant to the same regulations and requirements as other persons leasing other portions of the Intergenerational Center.

Notice of Council's intent to approve the lease has been published as required by law.

Fiscal Note: The rental payment in the lease is \$1 per year.

Recommendation: Approve the attached resolution approving the lease agreement and authorize the City Manager to sign the lease agreement with The Little Willie Center

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

Attachments / click to download

[Letter](#)

[Map](#)

[November 2010 Intergenerational Center Property Lease Agreement Little Willie Center 880559](#)

[Resolution approving Lease Agreement with the Little Willie Center at Intergenerational Center 880404](#)

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of November, 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 Little Willie Center, Inc. of Pitt County, 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:

A portion of the Intergenerational Center Property consisting of Rectory and Annex, said portion being leased being "B" and "C", as shown on Exhibit A and being hereinafter referred to as the leased premises, said Exhibit A is attached hereto and herein incorporated by reference.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for fifteen (15) months, commencing on the 1st day of December, 2010, and expiring on the 28th day of February, 2012. The term of this Lease Agreement may be extended upon mutual agreement of the Lessor and Lessee.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of December 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 the delivery of tutoring and mentoring services for latch-key (home-alone) children and similar activities which have been conducted by the LESSEE at the leased premises pursuant to a previous lease arrangement. 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.

During the term of this Lease Agreement, the LESSEE shall not reinstall a chain link fence in the front yard of the property leased by the LESSEE at 807 West Fifth Street. During the term of this Lease Agreement, the LESSEE shall not place any outdoor play equipment, picnic tables or similar items on the property leased by LESSEE at 807 West Fifth Street as long as said property is used by the LESSEE for administrative purposes.

4. Parking Lot and Common Areas.

LESSEE shall have the use of the parking lot at the Intergenerational Center Property, the playground at the Intergenerational Center Property, and the common areas, as designated by the LESSOR, of the Intergenerational Center Property 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 Intergenerational Center Property.

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 Intergenerational Center Property, 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 serve as the onsite property manager for the Intergenerational Center Property which means that East Carolina University, in addition to recruiting, assessing and approving tenants, will develop regulations relating to the use of the Intergenerational Center Property by the tenants. The LESSEE shall comply with the regulations relating to the use of the Intergenerational Center Property which are developed by East Carolina University. Additionally, the LESSEE shall cooperate with other tenants located upon the Intergenerational Center Property in order to meet the purpose of the Intergenerational Center Property serving as a multidisciplinary community center.

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 information to the LESSOR or its designee of the programs, activities, and services being provided on the leased premises so that a report about the Intergenerational Center Property can be generated.

7. Signage.

No signs shall be erected on the leased premises or the Intergenerational Center Property 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 at both the Rectory and Annex which incorporates the LESSEE's logo subject to the written approval of the LESSOR as to the size and location of the sign. It is understood and agreed that the LESSOR has the sole right to name the Intergenerational Center and the buildings located on the Intergenerational Center Property.

8. Existing Conditions.

LESSEE agrees to accept the leased premises in its existing condition.

9. Repairs and Maintenance.

The LESSOR shall, at its expense, be responsible for the following maintenance at 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 and parking areas.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

Except as otherwise provided in this section, the LESSEE shall 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. Notwithstanding the foregoing, in the event the repairs are major repairs, as defined herein, the LESSEE and LESSOR shall determine whether to complete the repairs prior to the repairs being completed by the LESSEE. If it is determined to complete the major repairs, then the major repairs shall be completed by the LESSEE and the LESSOR and LESSEE shall each pay fifty percent (50%) of the cost of the repairs. If it is determined to not complete the major repairs, then the LESSOR and the LESSEE shall each have the right to terminate this Lease Agreement, without breaching its obligations hereunder, by providing the other party with written notice of its decision to terminate and the leased premises shall be vacated by the LESSEE within sixty (60) days after notice. For the purpose of this paragraph, major repairs shall mean any repair for which the cost of repair exceeds FIVE HUNDRED DOLLARS (\$500).

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.

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.

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 either 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, the LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees and East Carolina University 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 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 hold 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. 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.

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:	If to LESSEE:
City Manager	Executive Director
City of Greenville	Little Willie Center Inc. of Pitt County
P.O. Box 7207	807 W. Fifth Street
Greenville, NC 27835	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 and East Carolina University 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. 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

**LITTLE WILLIE CENTER, INC.
OF PITT COUNTY**

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 _____, 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 Little Willie Center Inc. of Pitt County, 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 _____, 2010.

Notary Public

My Commission Expires: _____

RESOLUTION 10-
RESOLUTION APPROVING LEASE AGREEMENT WITH
THE LITTLE WILLIE CENTER, INC., OF PITT COUNTY

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 fifteen (15) month 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 Little Willie Center, Inc., of Pitt County for a portion of the Intergenerational Center Property consisting of the Rectory and the Annex, for a term of fifteen (15) months, and for an annual rental payment of one dollar.

This the 8th day of November, 2010.

Patricia C. Dunn, Mayor

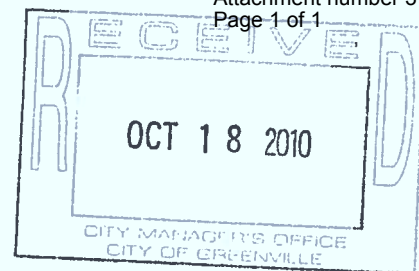
ATTEST:

Carol L. Barwick, City Clerk



**College of
Human Ecology**
Office of the Dean
RW-238 Rivers Building
East Carolina University
Greenville, NC 27858-4353

252-328-1098 office
252-328-0909 fax



October 12, 2010

CHE Advancement
RW 309 Rivers Building
328 6903

CHE International Affairs
RW 238 Rivers Building
328 1098

Child Development
and Family Relations
108 Rivers Building
328 4273

Criminal Justice
245 Rivers Building
328-4192

Lucille W. Gorham/
Intergenerational
Community Center
1100 Ward Street
328-5800

Hospitality Management
152 Rivers Building
737 1603

Interior Design and Merchandising
249 Rivers Building
328 6929

Nutrition and Dietetics
148 Rivers Building
328 4274

Social Work
224 Rivers Building
328-5650

Student Services Center
140 and 142 Rivers Building
328-2502

Mr. Wayne Bowers
City Manager
200 West Fifth Street
P.O. Box 7207
Greenville, NC 27835-7207

Dear Mr. Bowers:

I am writing to advise that, in accordance with section five (5) of the 12 February 2010 Memorandum of Understanding between the City and East Carolina University, on the 12th of August in the year of 2010, the Lucille W. Gorham Intergeneration Community Center Advisory Board met and recommended to the University that the Little Willie Center be the lessee of the annex and rectory building. The University recommends that it lease the former rectory and annex building, commencing on the 1st day of December, 2010, and expiring on the 28th day of February, 2012.

The University believes that this tenancy best meets the objective of providing a multidisciplinary community center, with services and activities that may include, but are not necessarily limited to: youth development, adult education, job training and placement, home ownership, readiness counseling, and social work.

The University requests that the City reference the University's site management role in the Little Willie Center's lease, and strongly encourage the Little Willie Center to participate in the facilities utilization assessments conducted, as necessary, by the University in that role.

Please let me know if I may be of further assistance.

Sincerely,

Judy A. Siguaw, DBA
Dean, College of Human Ecology

Exhibit A: Lucille W. Gorham Intergenerational Center



Boundary of Property

Building	Name
A	Former Sanctuary
B	Former Rectory
C	Former Annex
D	Former School
E	Lessie Bass Building



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Adoption of series resolution for Greenville Utilities Commission bond refunding

Explanation: At the October 11, 2010 meeting, the City Council adopted a findings resolution for Greenville Utilities' bond refunding. Attached is a series resolution authorizing the issuance of a combined enterprise system revenue refunding bond in an aggregate principal amount not to exceed \$11,100,000.

Fiscal Note: No cost to the City of Greenville.

Recommendation: Adopt attached series resolution.

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

Attachments / click to download

[Series Resolution](#)

SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF A GREENVILLE UTILITIES COMMISSION COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND, SERIES 2010 OF THE CITY OF GREENVILLE, NORTH CAROLINA IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$11,100,000 PURSUANT TO THE PROVISIONS OF SECTION 211 OF THE BOND ORDER ADOPTED BY THE CITY COUNCIL ON AUGUST 11, 1994, AS AMENDED AND RESTATED ON APRIL 13, 2000, AND REQUESTING THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA TO AWARD THE SERIES 2010 BOND AT PRIVATE SALE.

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

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the “Commission”) has been created for the proper management of the public utilities of the City, within and without the corporate limits of the City, with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the public utilities of the City, including the Combined Enterprise System; and

WHEREAS, the City Council of the City (the “City Council”) on August 11, 1994 adopted a bond order authorizing and securing Greenville Utilities Commission Combined Enterprise System Revenue Bonds of the City, which order was amended and restated on April 13, 2000 (the “Order”); and

WHEREAS, Section 211 of the Order authorizes the issuance of revenue refunding bonds of the City in one or more series from time to time for the purposes, among other authorized purposes, of (a) refunding all or any part of the revenue bonds outstanding under the Order and paying the interest to accrue thereon to the date fixed for redemption and (b) paying any expenses in connection with such refunding; and

WHEREAS, Wells Fargo Bank, National Association has offered to purchase a revenue refunding bond issued by the City pursuant to Section 211 of the Order and this resolution for the purpose of refunding all of the City’s outstanding callable Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2001 (the “Callable Series 2001 Bonds”);

WHEREAS, the Commission and the City Council have determined that it is in their best interests to accept such offer; and

WHEREAS, pursuant to Section 211 of the Order, such revenue refunding bonds are to have such terms and provisions as may be provided by a series resolution to be adopted by the City Council prior to the issuance thereof; and

WHEREAS, the Commission has adopted a resolution to the effect that it approves the provisions of this resolution and recommends to the City Council that the City Council adopt this resolution;

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

Section 1.01. Capitalized words and terms used in this resolution (this “Resolution”) and not otherwise defined herein shall have the same meanings in this Resolution as such words and terms are given in the Order.

Section 1.02. Pursuant to the Enabling Act and Section 211 of the Order, the City Council hereby authorizes the issuance of revenue refunding bonds of the City in the form of a single fully registered bond designated “Greenville Utilities Commission Combined Enterprise System Revenue Refunding Bond, Series 2010” (the “Series 2010 Bond”) in the aggregate principal amount not to exceed \$11,100,000 for the purpose of providing funds, together with any other available funds, for (a) refunding the Callable Series 2001 Bonds and (b) paying expenses incidental and necessary or convenient thereto. The Series 2010 Bond shall be dated as of the date of its delivery, shall be a Serial Bond stated to mature (subject to the right of prior redemption) in annual principal installments on the dates and in the amounts and bearing interest at the rate of 2.51% per annum (subject to adjustment as provided in Section 1.09 hereof and in the Series 2010 Bond) as set forth in Schedule I to the form of the Series 2010 Bond set forth below, shall be numbered R10-1 and shall be exchangeable for fully-registered bonds in denominations of \$100,000 and integral multiples of \$5,000 in excess thereof. Interest on the Series 2010 Bond shall be payable on March 1, 2011 and thereafter semiannually on each March 1st and September 1st until the Series 2010 Bond is paid in full. There shall not be any Parity Indebtedness Reserve Requirement for the Series 2010 Bond, and the Series 2010 Bond shall not be secured by the Parity Indebtedness Reserve Fund.

Section 1.03. The principal installments of the Series 2010 Bond shall not be subject to redemption prior to maturity.

Section 1.04. The Series 2010 Bond and the Certificate of the Local Government Commission and the Certificate of Authentication to be endorsed on the Series 2010 Bond shall be substantially in the following forms, with such variations, omissions and insertions as are required or permitted by the Order:

PRIVATE PLACEMENT

No. R10-1

\$ __, __, __, 000

United States of America
State of North Carolina

CITY OF GREENVILLE, NORTH CAROLINA

Greenville Utilities Commission
Combined Enterprise System Revenue Refunding Bond, Series 2010

Maturity Date of Principal Installments

Interest Rate

As set forth in Schedule I

2.51%

The City of Greenville (the "City"), a municipal corporation in Pitt County, North Carolina, exercising public and essential governmental functions, is justly indebted and for value received hereby promises to pay, solely from the special fund provided therefor as hereinafter set forth, to Wells Fargo Bank, National Association, or registered assigns or legal representative, on the maturity dates referred to above (or earlier as stated hereinafter) in the principal installments set forth in Schedule I hereto (such final principal installment to be made only upon the presentation and surrender hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., in the City of Jacksonville, Florida, or any successor bond registrar (the "Bond Registrar"), equal to the aggregate principal sum of _____ (\$ __, 000, 000) in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from the special fund, to the person in whose name this bond (or one or more Predecessor Bonds, as defined in the Order hereinafter mentioned), is registered at the close of business on the regular record date for such interest, which shall be the 15th day of the calendar month next preceding an interest payment date (the "Regular Record Date"), by wire transfer to such account in the continental United States as directed by such person or otherwise as provided in the Series Resolution hereinafter mentioned, (Y) the principal installments on their respective September 1 maturity dates set forth in Schedule I hereto and (Z) interest on the unpaid principal amount of this bond from the date of this bond or from the March 1 or September 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is a March 1 or September 1 to which interest shall have been paid, in which case from such date, on March 1 and September 1 in each year, commencing March 1, 2011, in like coin or currency, at the rate per annum specified above until payment of the principal sum. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the person who was the registered owner on such Regular Record Date and may be paid to the person in whose name this bond (or one or more Predecessor Bonds) is registered at the close of business on a Special Record Date, as defined in the Order, for the payment of such defaulted interest to be fixed by

the Trustee hereinafter mentioned, notice whereof being given to registered owners not less than ten (10) days prior to such Special Record Date, or may be paid in any other lawful manner not inconsistent with the requirements of applicable law or any securities exchange on which the bonds may be listed and upon such notice as may be required by such law or exchange, all as more fully provided in the Order.

This bond represents a duly authorized series of revenue bonds of the City, designated “Greenville Utilities Commission Combined Enterprise System Revenue Refunding Bond, Series 2010”, consisting of a Serial Bond, maturing in the annual installments set forth in Schedule I on September 1 of each year beginning September 1, 2011 to and including September 1, 2021, and issued for the purpose of providing funds, together with other available funds, for (i) refunding prior to their maturity the callable Series 2001A Bonds (referred to in the Series Resolution hereinafter defined) and (ii) paying expenses incidental and necessary or convenient thereto. Pursuant to the Enabling Act (as hereinafter defined), the Greenville Utilities Commission (the “Commission”) is responsible for the management, operation, maintenance, improvement and extension of the Combined Enterprise System.

This bond is issued under and pursuant to the Constitution and laws of the State of North Carolina, including Chapter 861 of the 1991 Session Laws of North Carolina and The State and Local Government Revenue Bond Act, as amended (collectively, the “Enabling Act”), a bond order duly adopted by the City Council of the City (the “City Council”) on August 11, 1994, as amended and restated as of April 13, 2000 (such bond order as amended and restated, together with all orders supplemental and amendatory thereto as therein permitted, being herein called the “Order”), and a series resolution duly adopted by the City Council on November 8, 2010 (the “Series Resolution”). The City has heretofore issued under the Order other bonds on a parity with this bond. The Order provides for the issuance from time to time under the conditions, limitations and restrictions therein set forth of additional bonds to provide funds for paying all or any part of the cost of acquiring and constructing other Additional Improvements, to provide funds for completing payment of the cost of acquiring and constructing any Additional Improvements and to refund any bonds issued under the Order and Indebtedness, as defined in the Order, other than bonds (such additional bonds, this bond and the parity bonds heretofore issued being herein collectively called the “Bonds”). The Order also provides for the incurrence or assumption by the City of other obligations which are secured by a pledge, charge and lien upon and payable from certain receipts and rights to receive receipts of the Combined Enterprise System (the “Receipts”) after paying or making provision for the payment of Current Expenses, as defined in the Order, (the “Net Receipts”) on a parity with the Bonds (such obligations and the Bonds being herein collectively called “Parity Indebtedness”) and other obligations which are secured by a pledge, charge and lien upon and payable from the Net Receipts subordinate and junior in right of payment to Parity Indebtedness (“Subordinate Indebtedness”) or which are not secured by a pledge, charge or lien upon the Net Receipts but are payable from the Net Receipts (“Additional Indebtedness” and, together with the Existing Indebtedness, as defined in the Order, “Other Indebtedness”) under the conditions, limitations and restrictions therein set forth. Reference is hereby made to the Order for provisions, among others, with respect to the custody and application of the proceeds of Bonds, the collection and disposition of Receipts, the special fund charged with and made available for the payment of the interest and the redemption

premium, if any, on and the principal of the Bonds and any other Parity Indebtedness, the nature and extent of the security for the Bonds, the Existing Indebtedness and any other Parity Indebtedness, Subordinate Indebtedness and Additional Indebtedness thereby created, the terms and conditions on which the Bonds of each series are or may be issued or the payment of debt service on other Parity Indebtedness, Subordinate Indebtedness or Additional Indebtedness may be incurred or assumed, the rights, duties and obligations of the City, the Bond Registrar and the Trustee and the rights of the registered owners of the Bonds. A certified copy of the Order is on file at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., in the City of Jacksonville, Florida (the "Trustee"). By the acceptance of this bond, the registered owner hereof assents to all of the provisions of the Order.

The Order provides for the creation of a special fund designated the "Greenville Utilities Commission Parity Indebtedness Service Fund" (the "Parity Indebtedness Service Fund"), which special fund is made available for and charged with the payment of the principal of and the interest on all Bonds and any other Parity Indebtedness, and also provides for the deposit to the credit of the special fund of the Net Receipts to the extent and in the manner provided in the Order. The Order further provides for transfers to the credit of the Parity Indebtedness Service Fund from other funds created by the Order and made available thereunder to make up any deficiencies in the Fund with respect to all Bonds and any other Parity Indebtedness, all to the extent and in the manner provided in the Order.

The Order provides for the charging, revising and collecting by the Commission of rates, fees and charges for the use of and for the services and facilities furnished or to be furnished by the Combined Enterprise System in order to produce at all times sufficient Receipts, together with certain other available funds, to pay the Current Expenses and to pay the principal of and interest on all Parity Indebtedness, Subordinate Indebtedness and Other Indebtedness as the same shall become due.

The Net Receipts are pledged by the Order to the payment of the principal of and the interest and any redemption premium on the Bonds and other Parity Indebtedness and then Subordinate Indebtedness as provided in the Order. In addition, the moneys in the Parity Indebtedness Service Fund and moneys in the Parity Indebtedness Reserve Fund or qualified reserve fund substitutes established in connection with the issuance of certain of the outstanding Bonds are pledged by the Order as further security for the payment of all Parity Indebtedness and the interest thereon as provided in the Order; provided, however, that pursuant to the Series Resolution, this bond and certain other Bonds are not secured by such Parity Indebtedness Reserve Fund or qualified reserve fund substitutes Parity Indebtedness Reserve Fund or qualified reserve fund substitutes. The City is not obligated to pay the Bonds or Parity Indebtedness, Subordinate Indebtedness and Other Indebtedness other than Bonds except from the Net Receipts or other moneys made available therefor under the Order. Neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof, including the City, is pledged to the payment of the principal of and the interest and any redemption premium on this bond.

This bonds is issuable as a fully registered bonds, in such denominations as provided in the Series Resolution. At the principal corporate trust office of the Bond Registrar, in the manner and subject to the limitations and conditions provided in the Order, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity, of authorized denominations and bearing interest at the same rate.

As declared by the Enabling Act, this bond, subject only to the provisions for registration and registration of transfer stated herein and contained in the Order, is an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of the State of North Carolina. Notwithstanding any other provisions of the Order or the Series Resolution, the Bond Registrar shall not register the transfer of this bond to any person other than a bank, an insurance company or a similar financial institution unless this bond is rated "BBB-" or higher by Standard & Poor's Ratings Group or "Baa3" or higher by Moody's Investors Service, Inc. or such transfer has been previously approved by the Local Government Commission of North Carolina.

The transfer of this bond is registrable by the registered owner hereof in person or by his attorney or legal representative at the principal corporate trust office of the Bond Registrar but only in the manner and subject to the limitations and conditions provided in the Order and the Series Resolution and upon surrender and cancellation of this bond. Upon any such registration of transfer the City shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this bond, a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City or the Bond Registrar may make a charge for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any registered owner for the privilege of exchanging or registering the transfer of Bonds.

In the event of a Determination of Taxability (as defined in the Series Resolution), the interest rate payable on this bond, from and after the effective date that the interest on this bond is includable in the gross income of the owner hereof as a result of a Determination of Taxability, shall be adjusted to preserve such owner's after-tax economic yield with respect to the interest on this bond, taking into account any interest expense deductions lost by such owner as a direct or indirect result of the City's actions at the prevailing tax rate. The owner shall provide a certificate documenting said impact and adjustment to interest rate. In the event of a Determination of Taxability, the owner hereof shall provide the City with a new debt service schedule which reflects the new interest rate.

The City has represented that it reasonably expects that it, all entities that issue on its behalf, and all subordinate entities thereof will not issue more than \$30,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Internal Revenue Code of 1986 as amended, the "Code") during calendar year 2010. In addition, the City has designated this bond as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code. In the event that the City takes any action, or fails to

take any action, which adversely affects the deductibility of any interest payments made by the City the interest rate payable on this bond shall be adjusted to preserve the after-tax economic yield of the owner hereof with respect to the interest on this bond, taking into account any interest expense deductions lost by such owner as a direct or indirect result of the City's actions. In such event, the Bank shall provide the City with a new debt service schedule which reflects the new interest rate.

The principal installments of this bond shall not be subject to redemption prior to maturity.

The moneys in the Parity Indebtedness Service Fund and the Redemption Fund, as defined in the Order, available for the purchase or redemption of Bonds shall be allocated to all series of Bonds outstanding under the Order in the manner provided in the Order.

The registered owner of this bond shall have no rights to enforce the provisions of the Order or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Order or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Order.

In certain events, on the conditions, in the manner and with the effect set forth in the Order, the principal of all Bonds then outstanding under the Order may become or may be declared due and payable before the stated maturities thereof, together with the interest accrued thereon.

Modifications or alterations of the Order may be made by the City only to the extent and in the circumstances permitted by the Order.

This bond is issued with the intent that the laws of the State of North Carolina shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina, the Order and the Series Resolution to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed as so required.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Order until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City of Greenville, North Carolina has caused this bond to be signed by the Mayor and the City Clerk of the City and the corporate seal of the City to be impressed hereon, all as of the ____ day of November, 2010.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By _____
Patricia C. Dunn, Mayor

By _____
Carol L. Barwick, City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The State and Local Government Revenue Bond Act of North Carolina.

[manual signature]
Secretary, Local Government
Commission of North Carolina

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated therein and issued under the provisions of the within-mentioned Order.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N. A., as Bond Registrar

By _____
Authorized Signatory

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells,
assigns and transfers unto _____

—
the within bond and all rights thereunder and hereby irrevocably constitutes and appoints
attorney to register the transfer of the bond on the books kept for registration thereof,
with full power of substitution in the premises .

Dated: _____

NOTICE: The assignor's signature
to this assignment must correspond
with the name as it appears upon the
face of the within bond in every
particular, without alteration or
enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

SCHEDULE I

<u>Maturity Date</u>	<u>Principal Installments</u>
September 1, 2011	\$
September 1, 2012	
September 1, 2013	
September 1, 2014	
September 1, 2015	
September 1, 2016	
September 1, 2017	
September 1, 2018	
September 1, 2019	
September 1, 2020	
September 1, 2021	
* * * * *	* * * * *

Section 1.05. Payment of each principal installment and the interest on the Series 2010 Bond which is payable and is punctually paid or duly provided for shall be made by the Bond Registrar on each principal and each interest payment date to the person in whose name such Bond (or one or more Predecessor Bonds) is registered on the registration books of the City at the close of business on the Regular Record Date by check mailed to such person at his address as it appears on such registration books or, if so instructed by the registered owner of the Series 2010 Bond (which instructions shall remain in effect until revoked by subsequent written instructions), by wire transfer to an account in the continental United States.

Section 1.06. The Bank of New York Mellon Trust Company, N.A. is hereby appointed to serve as Escrow Agent under the Escrow Deposit Agreement. The Escrow Deposit Agreement between the City and The Bank of New York Mellon Trust Company, N.A. as Escrow Agent, in the form presented at the meeting at which this Series Resolution is adopted, is hereby approved, and the Mayor, the City Manager or Director of Financial Services is

authorized to execute and deliver the Escrow Deposit Agreement in substantially the form so approved.

The Arbitrage Group, Inc. is hereby appointed to serve as Verification Agent for purposes of providing an independent confirmation of the sufficiency and yield of the securities credited to the Escrow Fund created under the Escrow Deposit Agreement.

The City authorizes the Escrow Agent to submit a subscription for purchase and issue of United States Treasury Securities - State and Local Government Series or, alternatively, the City Manager or the Director of Financial Services directly or through an agent to obtain not less than three bids for a portfolio of Defeasance Obligations. If the General Manager of the Commission and the City Manager or Director of Financial Services of the City shall determine that the same shall improve the efficiency of the Escrow Fund created under the Escrow Deposit Agreement, the City Manager or the Director of Financial Services of the City is further authorized to enter into agreements and give instructions, for the purchase of Defeasance Obligations for periods when the moneys credited to the Escrow Fund would otherwise be uninvested.

The Callable Series 2001 Bonds shall, in accordance with the provisions of the Escrow Deposit Agreement, be called for redemption on the earliest date on which they may be called for optional redemption at the applicable redemption prices set forth in the Escrow Deposit Agreement.

Section 1.07. Simultaneously with the delivery of the Series 2010 Bond, the Trustee shall apply the proceeds of the Series 2010 Bond as follows:

(a) to the Escrow Fund created in the Escrow Deposit Agreement in the amount required by and in accordance with the provisions of the Escrow Deposit Agreement and

(b) the balance of such proceeds shall be deposited in a special account hereby created in the Construction Fund designated "Greenville Utilities Commission Series 2010 Bond Cost of Issuance Account" to the credit of which the amount for costs of issuance of the Series 2010 Bond will be deposited.

Section 1.01. Subject to the provisions of Section 507 of the Order, the Commission shall, on or before the twenty-fifth (25th) day of the months hereinafter specified, withdraw from the Operating Checking Account moneys held for the credit of the Appropriate Operating Funds in such amounts as shall be necessary for the purpose of making the transfers or deposits to be made pursuant to clauses (a) and (b) of this Section:

(a) commencing on February 25, 2011, and continuing on the 25th day of each August and February thereafter, to the Trustee for deposit to the credit of the Interest Account, such amount thereof (or the entire sum so withdrawn if less than the required amount) as is equal to the amount of interest to become due and payable on the Series 2010 Bond on the next ensuing interest payment date for the Series 2010 Bond, after taking into account any amounts then held for the credit of the Interest Account for the payment of such interest.

(b) commencing on August 25, 2011, and continuing on the 25th day of each August thereafter, to the Trustee for deposit to the credit of the Principal Account created by the Order, such amount, if any, of the balance remaining after making the transfer under clause (a) above (or the entire balance if less than the required amount) as is sufficient to make full and timely payment of the principal installment of the Series 2010 Bond to become due and payable on the next ensuing September 1, after taking into account any amounts then held for the credit of the Principal Account created by the Order for the payment of such principal.

Section 1.09. The City hereby represents that it reasonably expects that it, all entities that issue on its behalf, and all subordinate entities thereof will not issue more than \$30,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Internal Revenue Code of 1986 as amended, the (“Code”) during calendar year 2010. In addition, the City hereby designates the Series 2010 Bond as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code.

In the event of a Determination of Taxability (as defined below), the interest rate payable on the Series 2010 Bond, from and after the effective date that the interest on the Series 2010 Bond is includable in the gross income of the owner hereof as a result of a Determination of Taxability, shall be adjusted to preserve such owner’s after-tax economic yield with respect to the interest on this bond, taking into account any interest expense deductions lost by such owner as a direct or indirect result of the City’s actions at the prevailing tax rate. The owner shall provide a certificate documenting said impact and adjustment to interest rate. In the event of a Determination of Taxability, the owner hereof shall provide the City with a new debt service schedule which reflects the new interest rate.

“Determination of Taxability” means and shall be deemed to have occurred on the date when (a) the City shall receive notice from the owner of the Series 2010 Bond that the Internal Revenue Service has assessed as includable in gross income the interest on the Series 2010 Bond due to the occurrence of an Event of Taxability (as defined below), or (b) the City or the owner of the Series 2010 Bond shall receive a final notice from the Commissioner or any District Director of the Internal Revenue Service that the interest on the Series 2010 Bond is includable in the gross income of owner thereof for federal income tax purposes due to the occurrence of an Event of Taxability.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by the failure of the City to comply with any covenants in the Order or this Resolution or any document or certificate executed by the City in connection with the transactions contemplated by this Resolution which has the effect of causing the interest on the Series 2010 Bond to be not excludable from the gross income of the owner thereof for federal income tax purposes pursuant to Section 103 of the Code.

The City has represented that it reasonably expects that it, all entities that issue on its behalf, and all subordinate entities thereof will not issue more than \$30,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Internal Revenue Code of 1986 as amended, the (“Code”) during calendar year 2010. In addition, the City has designated the Series 2010 Bond as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code. In the event that the City takes any action, or

fails to take any action, which adversely affects the deductibility of any interest payments made by the City the interest rate payable on the Series 2010 Bond shall be adjusted to preserve the after-tax economic yield of the owner hereof with respect to the interest on the Series 2010 Bond, taking into account any interest expense deductions lost by such owner as a direct or indirect result of the City's actions. In such event, the Bank shall provide the City with a new debt service schedule which reflects the new interest rate.

Section 1.10. The City Council hereby requests the Local Government Commission of North Carolina (the "LGC") to award the Series 2010 Bond at private sale without advertisement to Wells Fargo Bank, National Association, in the amount and at the interest rate set forth in this Resolution at a price of not less than the face value of the Series 2010 Bond plus any interest accrued thereon from the date thereof to the date of delivery of and payment therefor, subject to the approval thereof by the City Manager of the City or the Director of Financial Services of the City. If the LGC awards the Series 2010 Bond as hereinabove requested to Wells Fargo Bank, National Association, the provisions of the Bond Purchase Agreement between Wells Fargo Bank, National Association and the LGC and approved by the City and the Commission relating to the purchase of the Series 2010 Bond (the "Bond Purchase Agreement") and presented to the City Council for its consideration are hereby approved in all respects, and the City Manager of the City or the Director of Financial Services of the City is hereby authorized to signify such approval by the execution of the Bond Purchase Agreement in substantially the form presented, such execution to be conclusive evidence of the approval thereof by the City.

Section 1.11. The City shall deliver to Wells Fargo Bank, National Association in each Fiscal Year within 150 days after the close of each Fiscal Year, a copy of the audit report for such Fiscal Year and the other documents to be prepared in connection with such audit report as required by Section 712 of the Order.

Section 1.12. Notwithstanding any other provisions of the Order or this Resolution, the Bond Registrar shall not register the transfer of the Series 2010 Bond to any person other than a bank, an insurance company or a similar financial institution unless such Bond is rated "BBB-" or higher by Standard & Poor's Ratings Group or "Baa3" or higher by Moody's Investors Service, Inc. or such transfer has been previously approved by the LGC. This section may not be amended without the prior written consent of the LGC.

Section 1.13. The officers, agents and employees of the City and the Commission and the officers and agents of the Trustee and the Bond Registrar are hereby authorized and directed to do all acts and things required of them by the provisions of the Series 2010 Bond, the Order, the Bond Purchase Agreement and this Resolution for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein.

Section 1.14. This Resolution shall take effect immediately upon its adoption.

Adopted this the ____ day of November, 2010.

Patricia C. Dunn
Mayor

[SEAL]

ATTEST:

Carol L. Barwick
City Clerk



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Erosion of stream banks located on private properties

Explanation: At the August 9, 2010 City Council meeting, staff presented a follow-up report on stream bank erosion and stream degradation. This report included a set of criteria and a decision tree to assist in categorizing projects as either bank stabilization or stream restoration. The results are summarized below.

BANK STABILIZATION	15
STREAM RESTORATION	18
DOES NOT MEET CRITERIA	20
REPAIRED BY OWNER/DEVELOPER	7
REPAIRED BY GUC	5
TOTAL	65

After determining there were 15 bank stabilization projects, staff proceeded to rank each project. A point system ranging from 0-200 (200 being the most severe) was used to rank each project. This process assessed the type of project; such as habitable structure, office/commercial structure, outbuildings with a permanent foundation, property access, and loss of land. Points were deducted for the level of difficulty associated with property access, permitting, and mitigation. There were six projects that received a rating of 160 or better. Staff developed preliminary cost estimates for these six projects.

Staff continued to recommend a hybrid approach that would address a number of stream bank stabilization projects on an annual basis, but would be subject to available resources. The City's participation in stream restoration projects would primarily involve seeking and applying for grants and, if necessary, provide a required cost share. Stream restoration projects would be dependent upon available grant opportunities and receipt of adequate grant funds.

City Council, in response to staff's presentation, directed staff to assess, prioritize, and provide cost estimates for the 10 stream restoration projects

(involving 18 properties) previously identified. In addition, merge the stabilization and restoration projects into one list, prioritize them, and analyze the budgetary impacts.

Staff, with the assistance of a consultant, has completed the cost estimates for the 10 restoration projects and has ranked them. The ranking, based on a number of characteristics that will be discussed during the presentation, resulted in the stream running parallel to Nichols Drive in the Eastwood Subdivision (201 Kent Road, 103 Nichols Drive, and 99 Nichols Drive) being the highest priority. This is primarily due to the proximity of the house on Kent Road, ease of access, and the small number of properties involved. In contrast, the project that ranked the lowest is the stream running through Woodridge Park off of Allen Road (967 Woodridge Park). There are no improvements or structures in danger at this location.

The projects range between \$115,865 to \$1,099,195. These estimates are based on a list of assumptions which include:

- 100% property owner participation by providing necessary easements.
- Access to all project areas can be obtained.
- A minimum of 30' is available for buffer on both sides of the stream.
- Existing private improvements within the buffer area will be relocated at the property owner's expense.
- Typical restoration methods are used at all locations.
- State/Federal regulations will remain consistent throughout the project.
- Projects all qualify for Nationwide Permits and no mitigation is required.

Staff utilized a benefit/cost analysis to determine how bank stabilization projects and stream restoration projects would compare and rank against each other. This would result in the delay of several bank stabilization projects until funding for restoration projects is acquired. Staff anticipates that the delay may cause some projects that could be corrected by bank stabilization to become areas that can only be corrected by stream restoration. Based on this and other concerns which will be discussed during the presentation, staff does not believe it is appropriate to compare stabilization and restoration projects.

Fiscal Note:

The Stream Bank Stabilization Program is proposed to be funded through the Stormwater Utility. Staff believes, based on the criteria discussed at the June 7, 2010 City Council meeting, approximately 6 projects will qualify annually. If City participation is limited to a maximum of \$20,000 per project, the budgetary impacts would be \$120,000 annually.

The Stream Restoration Program is proposed to be funded by the Stormwater Utility and grants. The impacts from this program will include \$10,000 per year on grant writing and \$91,240 per year for cost share contribution. The budgetary impacts would be \$101,240 annually.

The projects scheduled for fiscal year 2010-2011 and fiscal year 2011-2012 would not be impacted by establishing these programs. However, stormwater fund balance will be exhausted during fiscal year 2012-2013, resulting in several projects identified in the Capital Improvement Program becoming unfunded. The project will either have to be funded through utility bonds or stormwater fees increased to prevent projects from being stretched out over several years.

Recommendation: Receive the staff report and provide policy direction on addressing erosion of stream banks located on private properties.

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City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Presentation on Title 6, Chapter 5 of the City Code relating to "Tree Protection Prior to Development"

Explanation: On September 20, 2010, the City Council requested that staff prepare an item for a future City Council meeting to review the current City regulations concerning clear cutting of trees.

City Council approved an ordinance amending the City Code by adding an article entitled "Tree Protection Prior to Development" in March of 2007. The purpose of this amendment is to preserve trees 6" in diameter or greater within perimeter buffers of undeveloped property until a development plan is approved. By requiring development plans to be approved prior to cutting trees in the perimeter buffers, owners and developers/builders have an opportunity to consider the benefits of retaining trees as part of their development and evaluate the potential use of regulatory credits available for saving trees. The provisions of this article apply only to undeveloped property greater than two (2) acres within the corporate limits and extraterritorial jurisdiction of the city.

The perimeter buffers are measured fifty feet (50') from public road rights-of-way, fifty feet (50') from property lines adjacent to developed property, and twenty-five feet (25') from property lines adjacent to undeveloped property. The total area of perimeter buffers shall not exceed 20% of the total area of the property. Once a development plan is approved, the removal of trees is at the discretion of the owner or developer/builder. The approved Tree Ordinance Amendment is attached.

Development of this code amendment began in late 2004 when a committee made up of environmentalists, developers/builders, a Community Appearance Commission member, and an Environmental Advisory Commission member met to discuss a framework for legislation that would prevent clear cutting of trees on undeveloped property. After a series of meetings, the committee produced a "Framework for Limiting Clear Cutting on Private Property." This framework was utilized to draft the language for the tree preservation legislation request that was submitted by City Council for consideration by the General Assembly. City

Council's request was approved by the State Legislature in July 2006 (Session Law 2006-102). A tree ordinance was drafted in August 2006 and was reviewed by both the Environmental Advisory Commission and the Community Appearance Commission. On December 18, 2006, a Citizen Informational Meeting was held to obtain comments on the proposed Tree Preservation Ordinance. The Community Appearance Commission and the Environmental Advisory Commission passed resolutions of support for the proposed Tree Ordinance amendment. On February 20, 2007, the proposed Tree Ordinance amendment was presented to the Planning and Zoning Commission and received a recommendation for approval.

Staff reviewed the current tree preservation policies posted on the websites of 14 other cities within North Carolina. The cities researched are listed below with indication if they have tree preservation requirements for development. Additional information will be provided during the presentation on other cities' policies on tree preservation.

City	Does the City have Tree Preservation Requirements	Requires Preservation of Existing Trees after Approval of Site Plan
Asheville	YES	YES
Cary	YES	YES
Charlotte	YES	YES
Concord	YES	YES
Durham	YES	YES
Fayetteville	NO@	NO#
Gastonia	NO@	NO#
Greensboro	YES	YES
Greenville	YES	NO#
Jacksonville	NO@	NO#
Raleigh	YES	YES
Rocky Mount	NO@	NO#
Wilmington	YES	YES
Wilson	NO@	NO#
Winston-Salem	YES	YES

@- Ordinance Encourages Preservation of Trees

#- Gives Credit for Preserved Trees on Vegetation/Buffer Requirements

The sections of the Greenville City Code on Building, Planning, and Development have requirements for site vegetation, vegetative screening/buffers, and parking/drive area vegetation for any lot or tract of land that is to be developed. These code sections allow for credits on vegetative/buffer planting requirements for preserving existing trees.


Fiscal Note:

Presentation only with no fiscal effect.

Recommendation: Receive a report from staff and provide guidance if any further actions are requested related to the City’s current ordinance “Tree Protection Prior to Development”.

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 [Tree Preservation Ordinance](#)

ORDINANCE NO. 07- 33
AN ORDINANCE AMENDING THE CITY CODE
OF THE CITY OF GREENVILLE, NORTH CAROLINA, ESTABLISHING
PROVISIONS RELATING TO TREE PRESERVATION PRIOR TO DEVELOPMENT

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 March 8, 2007 at 7:00 p.m., in the City Council Chambers of the City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

WHEREAS, the City Council does hereby find and determine that the adoption of said ordinance amending the City Code is consistent with the adopted comprehensive plan and that the adoption of the ordinance 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 6, Chapter 5, of the Code of Ordinances, City of Greenville, is hereby amended to codify said Chapter 5 as "Chapter 5, Article A, Urban Trees" and to change the references to "chapter" throughout to "article".

Section 2: That Title 6, Chapter 5, of the Code of Ordinances, City of Greenville, is hereby amended to include a new Article "B" to read as follows:

"Article B. Tree Protection Prior to Development.

Sec. 6-5-21. Purpose and Intent.

The regulations of this article are intended to preserve trees along the outer perimeter of undeveloped properties until such time as a site plan, subdivision plan, or other authorized development plan or permit is approved for the property. Such regulations will help to ensure that trees along the perimeter of undeveloped property are not removed or disturbed prior to consideration of an actual plan for development of the property. By doing so, the owner or developer of property will have the opportunity to consider and evaluate the advantages of retaining existing trees during development and to utilize the credits provided for retaining existing trees pursuant to applicable regulations governing the development of the property.

Sec. 6-5-27. Denial of Building Permit and Disapproval of Plan.

(a) Whenever trees are removed in violation of the tree preservation standards of this article, the city shall deny a building permit or refuse to approve a site or subdivision plan for a period of up to three years after the completion of the removal of trees from the required perimeter buffer zone if the removal of trees results in the removal of all or substantially all of the trees that were not to be removed or disturbed in accordance with the tree protection standards of this article from the tract of land for which the permit or approval is sought.

(b) Whenever trees are removed within the perimeter buffer zone of property as a result of forestry activities on property that is taxed on the basis of its present-use value as forestland under Article 12 of Chapter 105 of the General Statutes or conducted in accordance with a forestry management plan prepared or approved by a forester registered pursuant to Chapter 89B of the General Statutes, the city shall deny a building permit or refuse to approve a site or subdivision plan for a period of up to three years after the completion of the forestry activity if the forestry activity results in the removal of all or substantially all of the trees that were not to be removed or disturbed, if the exemption provided in Section 6-5-24(f) did not apply, in accordance with the tree protection standards of this article from the tract of land for which the permit or approval is sought.

Sec. 6-5-28. Penalties for violation.

(a) Any violation of the provisions of this article shall subject the offender to a civil penalty in the amount of two hundred dollars. Violations affecting each tree shall constitute a separate offense for the purposes of the penalties and remedies specified in this section.

(b) Violators shall be issued a written citation which must be paid within ten (10) days. If a person fails to pay the civil penalty within ten (10) days, the city may recover the penalty together with all costs by filing a civil action in the general court of justice in the nature of debt.

(c) This article may also be enforced by the appropriate equitable action.

(d) Any one, all, or any combination of the penalties or remedies provided in this article may be used to enforce the provisions of this article.

Sec. 6-5-29. Enforcement and Appeals.

(a) The city arborist or a designee of the public works director shall be responsible for the enforcement of this article.

(b) In the event any person is dissatisfied with a decision of the city arborist or a designee of the public works director, adversely affecting such person,

involving the application of this article, such person may make a written request for a review of the decision to the director of public works, which shall clearly describe the reason for dissatisfaction. The director of public works will review the decision and the reason for dissatisfaction and notify the person of his decision by mail within fifteen (15) days after the receipt of the request for a review. In the event any person is dissatisfied with the decision of the director of public works, adversely affecting such person, the person may within ten (10) days after the date of the mailing of the decision, appeal the decision. The appeal must be made to the city manager in writing fully describing the reason for dissatisfaction with the decision by the director of public works. The city manager will review the decision and reason for dissatisfaction and notify the person of his decision by mail within fifteen (15) days after the receipt of the appeal. The city manager's decision shall be the final and binding ruling."

Section 3: That Title 9, Chapter 4, Article A, of the Code of Ordinances, City of Greenville, is hereby amended to include a new Section 9-4-16 to read as follows:

"Sec. 9-4-16. Tree Protection Prior to Development.

The provisions of Article B of Chapter 5 of Title 6 of the Greenville City Code shall apply to undeveloped property."

Section 4: That Title 9, Chapter 4, Article R, of the Code of Ordinances, City of Greenville, is hereby amended to include a new Section 9-4-309 to read as follows:

"Sec. 9-4-309. Denial Resulting from Violation of Tree Protection Prior to Development Regulations.

Site plan approval shall be denied or disapproved in accordance with the provisions of Section 6-5-27 of the Greenville City Code."

Section 5: That Title 9, Chapter 5, Article B, of the Code of Ordinances, City of Greenville, is hereby amended to include a new Section 9-5-68 to read as follows:


"Sec. 9-5-68. Disapproval of Plats Resulting from Violation of Tree Protection Prior to Development Regulations.

Preliminary and final plats shall be denied in accordance with the provisions of Section 6-5-27 of the Greenville City Code."

Section 6: That all ordinances and sections of ordinances in conflict with this ordinance are hereby repealed.

Section 7: That this ordinance shall become effective upon its adoption.

ADOPTED this 8th day of March, 2007.


Robert D. Parrott, Mayor

ATTEST:

Wanda T. Elks
Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: 2011 Schedule of City Council Meetings

Explanation: A proposed schedule for 2011 City Council meetings has been prepared listing the dates of these meetings in accordance with Section 2-1-11 of the Greenville City Code. Conflicts with holidays and other events have been noted thereon, along with suggested dates for the annual planning session. Items which should be noted include:

1. January 22nd and 29th have been suggested as potential dates for the Annual Planning Session.
2. March 7th and 10th conflict with ECU's Spring Break, which will be March 6th-13th.
3. The National League of Cities' Congressional City Conference will be March 12th-16th in Washington, DC, which does not conflict with the 2011 Schedule of City Council Meetings as proposed, but this event should be considered if a scheduling adjustment is made to accommodate ECU's Spring Break.
4. April 25th is Easter Monday; however, the City observes its Easter holiday on Friday, April 22nd.
4. September 5th is Labor Day; City offices are closed.
5. October 24th conflicts with the NC League of Municipalities Conference, which is being held in Raleigh, NC, on October 23rd-25th.
6. November 7th and November 10th conflict with the National League of Cities' Congress of Cities in Phoenix, AZ, on November 8th-12th
7. December 5th will be the date of the organizational meeting.

Fiscal Note: None.

Recommendation: Review the proposed 2011 Schedule of City Council Meetings, amend as necessary, and consider for adoption.

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 [2011_Calendar_for_Council_Meetings_880773](#)

2011 SCHEDULE OF CITY COUNCIL MEETINGS
(All meetings are held in the Council Chambers unless otherwise noted)

January 10 - 6:00 PM
January 13 - 7:00 PM
January 24 - 6:00 PM
January 22 or 29 - 8:00 AM (Annual Planning Session)

February 7 - 6:00 PM
February 10 - 7:00 PM
February 21 - 6:00 PM

March 7 - 6:00 PM (ECU Spring Break is March 6-13)
March 10 - 7:00 PM
March 21 - 6:00 PM

April 11 - 6:00 PM
April 14 - 7:00 PM
April 25 - 6:00 PM

May 9 - 6:00 PM
May 12 - 7:00 PM
May 23 - 6:00 PM

June 6 - 6:00 PM
June 9 - 7:00 PM
June 20 - 6:00 PM

August 8 - 6:00 PM
August 11 - 7:00 PM
August 22 - 6:00 PM

September 5 - 6:00 PM (Labor Day - City Holiday)
September 8 - 7:00 PM
September 19 - 6:00 PM

October 10 - 6:00 PM
October 13 - 7:00 PM
October 24 - 6:00 PM (NCLM Conference in Raleigh October 23-25)

November 7 - 6:00 PM
November 10 - 7:00 PM (NLC Congress of Cities in Phoenix, AZ November 8-12)
November 21 - 6:00 PM

December 5 - 6:00 PM (Organizational meeting)
December 8 - 7:00 PM
December 19 - 6:00 PM



City of Greenville, North Carolina

Meeting Date: 11/8/2010
Time: 6:00 PM

Title of Item: Fiscal Year 2011-2012 Budget Schedule

Explanation: Attached is the proposed budget schedule for fiscal year 2011-2012. The schedule sets a work plan for information to be prepared, collected, and presented to City Council for public input on the consideration of adoption of the fiscal year 2011-2012 budget.

Fiscal Note: No cost to adopt the budget schedule.

Recommendation: Adopt the proposed fiscal year 2011-2012 budget schedule.

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[FY_2012_Budget_Calendar_875827](#)

**CITY OF GREENVILLE, NC
BUDGET SCHEDULE
FISCAL YEAR 2011 - 2012
DRAFT**

Monday	November 8, 2010	Budget schedule presented to City Council.
Saturday	January 22 or 29, 2010	City Council Planning Retreat
Wednesday	April 11, 2011	City Council Preview of Proposed City budget
Wednesday	May 4, 2011	Proposed City, GUC, SML, and CVA budgets distributed to City Council
Monday	May 9, 2011	Proposed City, GUC, SML, and CVA budgets presented to City Council
Monday	May 23, 2011	City Council Budget Review (if needed)
Monday	May 23, 2011	Public display of balanced budgets prior to the Public Hearing
Monday	June 6, 2011	Public Hearing - Fiscal Year 2011 - 2012 Budget
Thursday	June 9, 2011	Adoption of the Fiscal Year 2011 - 2012 Budget