



Agenda

Greenville City Council

December 10, 2009
7:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Joyner

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

- Presentation by Steve Lawler, President, Pitt County Memorial Hospital
- Recognition of Fire-Rescue Battalion Chief Eric Griffin's completion of the Executive Fire Officer's Program

VII. Appointments

1. Appointments to Boards and Commissions
2. Tenth Street Connector Citizen Advisory Committee member replacement

VIII. Consent Agenda

3. Resolution accepting dedication of rights-of-way and easements for Fieldstone @ Landover,

Section One

4. Contract award for the South Tar River Greenway Project - Phase II
5. Contract award for the design of the Lynndale Drainage Improvement Project – Phase I
6. Reclassification of Benefits Administrator to Benefits Manager and an ordinance amending the Assignment of Classes to Salary Grades and Salary Ranges (Pay Plan)

IX. New Business

Public Hearings

7. Ordinance establishing safety regulations for public or private clubs
8. Ordinance to amend the Planned Unit Development (PUD) regulations by deleting Article J in its entirety and substituting a new Article J entitled Master Planned Community (MPC) including associated standards and requirements
9. Ordinance requiring the repair or the demolition and removal of the dwelling located at 106 Columbia Avenue
10. Ordinance requiring the repair or the demolition and removal of the dwelling located at 1101 Chestnut Street
11. Ordinance requiring the repair or the demolition and removal of the dwelling located at 1114 Chestnut Street
12. Ordinance requiring the repair or the demolition and removal of the dwelling located at 1102 Dickinson Avenue
13. Ordinance requiring the repair or the demolition and removal of the dwelling located at 510 Roosevelt Avenue
14. Ordinance requiring the repair or the demolition and removal of two dwellings located at 204 and 206 New Street

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

15. Presentations by boards and commissions
 - a. Public Transportation and Parking Commission
 - b. Investment Advisory Committee
16. Naming the former convent at the Lucille W. Gorham Intergenerational Center as the Lessie Bass Building
17. Application for North Carolina Parks and Recreation Trust Fund Grant for support of the Drew Steele Center
18. Emergency Operations Plan Adoption
19. Proposal for an Energy Conservation Strategy
20. Fiscal year 2011 federal agenda
21. 2010 City Council Meeting Schedule

X. Comments from Mayor and City Council

XI. City Manager's Report

XII. Closed Session

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

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Community Appearance Commission, Human Relations Council, and Public Transportation and Parking Commission, and a recommendation needs to be made to fill the County vacancy on the Pitt-Greenville Convention and Visitors Authority. Because the appointment of the liaisons to the boards and commissions had not been made by the Mayor in time for the agenda deadline, the name of the Council liaison has been omitted from the listing.

Fiscal Note: No fiscal impact.

Recommendation: Make appointments to the Community Appearance Commission, Human Relations Council, and Public Transportation and Parking Commission, and make a recommendation to fill the County vacancy on the Pitt-Greenville Convention and Visitors Authority.

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

Attachments / click to download

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

Appointments to Boards and Commissions

December 10, 2009

Community Appearance Commission

Name	Current Term	Reappointment Status	Expiration Date
Katherine Wetherington	First term	Resigned	April 2011
Evon Zell	First term	Resigned	July 2011

Human Relations Council

Regular Members

Name	Current Term	Reappointment Status	Expiration Date
Tawanda Boone	First term	Resigned	September 2011
Franchine Pena	Second term	Ineligible	September 2009

Student Representative from Higher Educational Institution (Pitt Community College)

Name	Current Term	Reappointment Status	Expiration Date
Keisha Staton	Third term	Resigned	October 2009

Pitt Greenville Convention and Visitors Authority

Name	Current Term	Reappointment Status	Expiration Date
Marion Blackburn (County Member)	First term	Elected as City Council Member	July 2012

Public Transportation and Parking Commission

Name	Current Term	Reappointment Status	Expiration Date
Don Anderson	First term	Resigned	January 2012
Shannon White	Second term	Resigned	January 2011

Applicants for Community Appearance Commission

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

Applicants for Human Relations Council

Regular Member Candidates:

Teisha Lavaughn Barrett 1216-B Allen Road Greenville, NC 27834	414-2844	Application Date: 9/23/2009 District: #1
Gloria Brewington-Person 1005 Cortland Road Greenville, NC 27834	321-3227	Application Date: 10/1/2009 District: #2
Brian Brown 2237 Penncross Drive Greenville, NC 27834	367-5831	Application Date: 9/11/2009 District: #5
Ronnie Christian 2608 Mulberry Lane Greenville, NC 27858	561-5405	Application Date: 7/2/2008 District: #5
Ann Eleanor 102 Lindenwood Drive Greenville, NC 27834	848-4257	Application Date: 2/10/2009 District: #5

Student Member Candidates from Higher Educational Institutions: NONE

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

Debbie Avery

3010 Sapphire Lane
Winterville NC 28590

Race: White

Day Phone: (252) 531-4590

Evening Phone: (252) 756-9832

Fax:

E-mail: davery60@hotmail.com

Gender: F

District: 4

Applicant's Attributes:

Priority:

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

County Planning Jurisdiction

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

Organization Description Date(s)

Education: East Carolina BS - Education

Education: Ayden Grifton High

Experience: First State Bank 1978-1984

Experience: ECU School of Medicine Standardized Patient 2007-present

Experience: Pitt County Schools Middle School Science Teacher 30 years

Experience: Winterville Chamber of Commerce Executive Director

Volunteer/Prof. Associations Winterville Kiwanis Club

Volunteer/Prof. Associations Winterville Watermelon Festival

Ralph Hall Jr

111 Hardee Street
Greenville NC 27858

Race: White

Day Phone: (252) 756-0262

Evening Phone:

Fax:

E-mail: bajhall@aol.com

Gender: M

District: 6

Applicant's Attributes:

Priority: 0

Applied for this board on: 2/26/2003 Application received/updated: 02/26/2003

District 6

Greenville ETJ

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

Organization Description Date(s)

University of South Carolina Civil Engineering Education 1955-1957

Education: Edenton High

Experience: Phillippines Construction Project Manager 1962-1966

Experience: Foreign Service Staff Officer Civil Engineer 1966-1969

Experience: Odell Associates Hospital Construction Engineer 1969-1973

Experience: PCMH Vice-President of Facilities 1973-2001

Volunteer/Prof. Associations N.C. Bio-Medical Association

Volunteer/Prof. Associations N.C. Association of Health Care

Volunteer/Prof. Associations American Society of Health Care

Volunteer/Prof. Associations American Cancer Society

Volunteer/Prof. Associations State Board of Directors

Boards Assigned To

Industrial Revenue & Pollution Control Authority 3/15/2004 to 3/15/2007

P. C. M. H. Board of Trustees 2/19/2008 to 3/31/2013

District 2

Steve Little

3314 NC 33 W
Greenville NC 27834

Race: White

Day Phone: (910) 608-3724

Evening Phone: (252) 758-2040

Fax:

E-mail: slittle@nashfinch.com

Gender: M

District: 2

Applicant's Attributes:

Priority:

Applied for this board on: 1/5/2007 Application received/updated: 01/05/2007

District 2

County Planning Jurisdiction

North of the River

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

Organization Description Date(s)

East Education Carolina University

Education: Belvoir Elementary

Experience: NC Real Estate Broker License

Experience: Nash Finch Division Manager

Volunteer/Prof. Associations Pitt County Planning Board 6 years

Boards Assigned To

ABC Board 9/22/2009 to 6/30/2012

Joseph Skinner

P.O. Box 30135

Greenville NC 27833

Race: White

Day Phone: (252) 847-6843

Evening Phone: (252) 756-1966

Fax:

E-mail:

Gender: M

District: 4

Applicant's Attributes:

Priority: 0

Applied for this board on: 12/20/2002 Application received/updated: 12/17/2007

District 4

Greenville City Limits

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

Organization Description Date(s)

Education: East Carolina University

Education: Ralph L Fike

Experience: S.T. Wooten Construction

Experience: C.A. Lewis General Contractor 15 years

Experience: Pitt County Memorial Hospital Project Manager/Employer 2000

Volunteer/Prof. Associations Advisory Board @ PCC

Volunteer/Prof. Associations University Kiwanis Club

Planning Volunteer/Prof. Associations & Zoning Commission

Boards Assigned To

Development Commission 12/18/2007 to 12/17/2010

Greenville Nominated

Applicants for Public Transportation and Parking Commission

Richard Malloy Barnes
208 South Elm Street
Greenville, NC 27858

752-5278

Application Date: 3/23/2009
District: #3

Mary Fedash
3223 Meeting Place
Greenville, NC 27858

jmfedash@suddenlink.net

Application Date: 10/20/2008
District: #4

Steven Kresch
204 North Oak Street, Apt. 4
Greenville, NC 27858

(919) 523-0692

Application Date: 11/12/2009
District: #3



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Tenth Street Connector Citizen Advisory Committee member replacement

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

Staff was informed that one of the Committee members, Mr. Dennis Buck, passed away due to illness. Mr. Buck was a business owner located within the study area. It is requested that a new member be appointed to fill the vacant position. Ms. Janette Cox, of Hardee & Cox Welding located at 420 Line Avenue, has submitted her name as a business owner in consideration of appointment to the Tenth Street Connector Citizen Advisory Committee.

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

Recommendation: Appoint Janette Cox of Hardee & Cox Welding to the Tenth Street Connector Citizen Advisory Committee.

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

Attachments / click to download

[Tenth Street Connector CAC List 849718](#)

**TENTH STREET CONNECTOR PROJECT
CITIZEN ADVISORY COMMITTEE**

Mr. Dennis Mitchell
1212 Treybrooke Circle
Greenville, NC 27834
353-9059

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

Ms. Susie Clemons
PO Box 20032
Greenville, NC 27835
327-4764

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

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

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

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

Bishop Randy Royal
1200 Oakhurst Circle
Greenville, NC 27834
355-9220

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

Mr. Bennie Rountree
610 Albemarle Avenue
Greenville, NC 27834
758-6733

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

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

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

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

Ms. Louvenia Sutton
206 Farmville Boulevard
Greenville, NC 27834

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

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



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Resolution accepting dedication of rights-of-way and easements for Fieldstone @ Landover, Section One

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Fieldstone @ Landover, Section One (Map Book 72 at Pages 93-96). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

Fiscal Note: Funds for the maintenance of these rights-of-way and easements are included within the FY 2009-2010 budget.

Recommendation: Adopt the attached resolution accepting dedication of rights-of-way and easements for Fieldstone @ Landover, Section One.

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

Attachments / click to download

- [Fieldstone at Landover Section One](#)
- [December Right of Way Resolution 849491](#)

RESOLUTION NO. 09-
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

Attachment number 1
Page 1 of 1

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:

Fieldstone @ Landover, Section One Map Book 72 Pages 93-96

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.

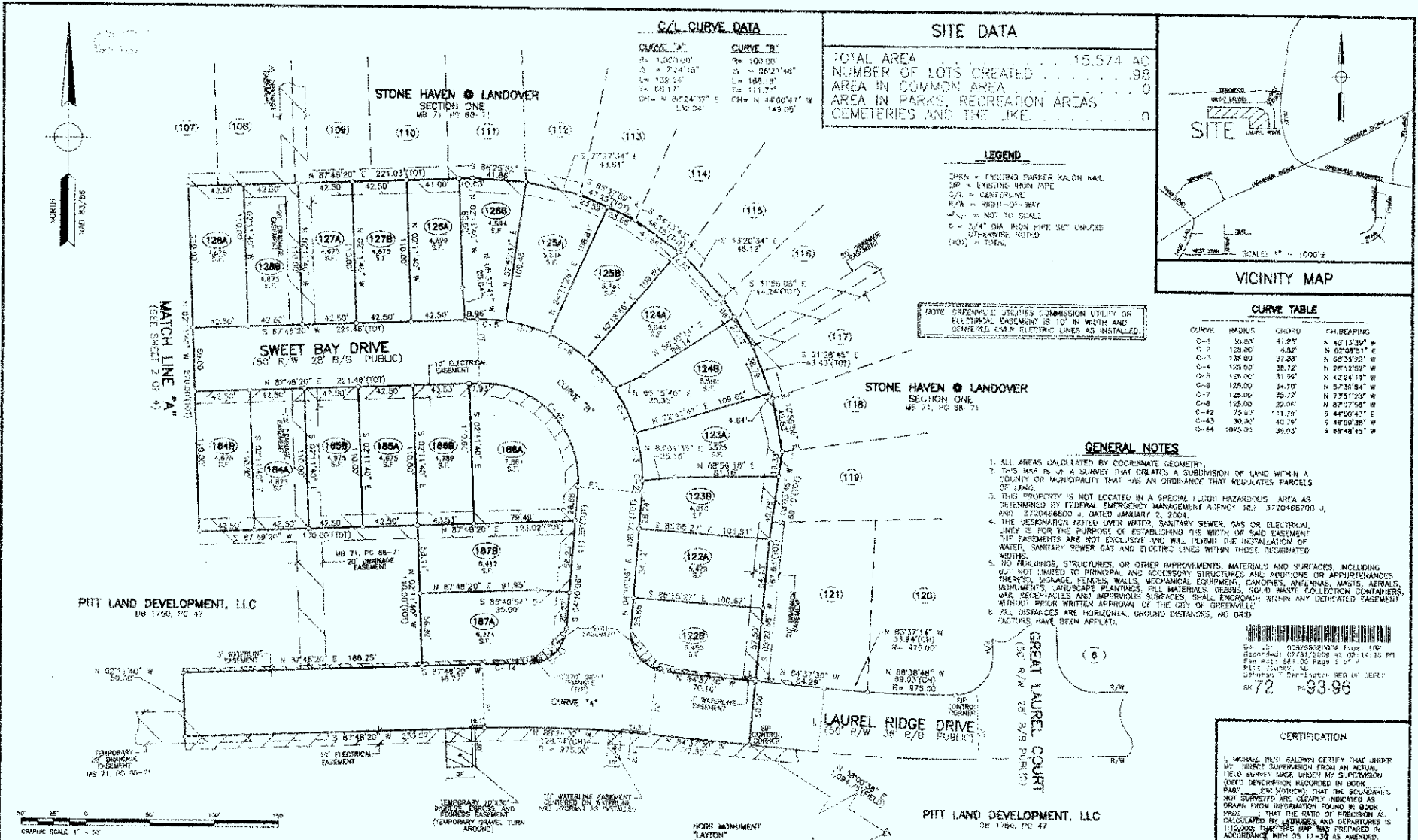
Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 10th day of December, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



C/L CURVE DATA

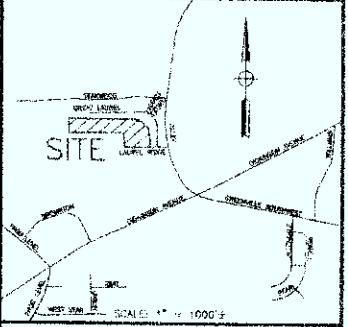
CURVE 'A'	CURVE 'B'
CHORD: 100.00'	CHORD: 100.00'
R: 73.414'	R: 262.7146'
Δ: 132.14°	Δ: 189.18°
L: 181.17'	L: 111.27'
CHW: 87.2437' E	CHW: 44.6047' W
1.92.04'	149.18'

SITE DATA

TOTAL AREA	15,574 AC
NUMBER OF LOTS CREATED	98
AREA IN COMMON AREA	0
AREA IN PARKS, RECREATION AREAS, CEMETERIES AND THE LIKE	0

LEGEND

- DRN = EXISTING PARKER KALON MAIN
- EP = EXISTING MAIN PIPE
- C/L = CENTERLINE
- R/W = 100'-10" R/W
- W = NOT TO SCALE
- = 2" DIA. IRON PIPE SET UNLESS OTHERWISE NOTED
- (10) = TOTAL



NOTE: GREENVILLE UTILITIES COMMISSION UTILITY OR ELECTRICAL DOWNSHOTS 10" IN WIDTH AND CENTERED OVER ELECTRICAL LINES AS INSTALLED.

CURVE TABLE

CURVE	RADIUS	CHORD	CH. BEARING
C-1	30.00'	41.00'	N 40°13'00" W
C-2	120.00'	4.00'	N 02°09'31" E
C-3	120.00'	4.00'	N 58°25'25" W
C-4	120.00'	38.12'	N 26°12'59" W
C-5	120.00'	31.95'	N 42°24'10" W
C-6	120.00'	34.70'	N 57°36'54" W
C-7	120.00'	26.72'	N 73°51'25" W
C-8	120.00'	22.06'	N 87°07'54" W
C-9	75.00'	111.79'	S 44°00'47" E
C-43	30.00'	40.74'	S 18°59'38" W
C-44	1002.00'	39.03'	S 88°48'45" W

- 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.
 - THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY REF. 3720468700 AND 3720468700 DATED JANUARY 2, 2008.
 - THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRICAL 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 THESE DESIGNATED WIDTHS.
 - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND APPURTEANCES, THEREOF, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE, COLLECTION CONTAINERS, WAREHOUSES AND IMPROVED SURFACES, SHALL ENROACH WITHIN ANY DESIGNATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
 - ALL DISTANCES ARE HORIZONTAL. GROUND DISTANCES, NO GRID FACTORS, HAVE BEEN APPLIED.



FINAL PLAT SHEET 1 OF 4

FIELDSTONE @ LANDOVER SECTION ONE

REFERENCE: DEED BOOK 2539, PAGE 791 AND BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1750, PAGE 47 AND DEED BOOK 2393, PAGE 283 OF THE PITT COUNTY REGISTRY.

GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA

PITT LAND DEVELOPMENT, LLC
08 1750, PG 47



ROCKY RUSSELL DEVELOPMENT, LLC
PIT LAND DEVELOPMENT, LLC

ROCKY RUSSELL DEVELOPMENT, LLC
PIT LAND DEVELOPMENT, LLC

ROCKY RUSSELL DEVELOPMENT, LLC
PIT LAND DEVELOPMENT, LLC

CERTIFICATION

I, MICHAEL WEST BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (FIELD DESCRIPTION RECORDED IN BOOK PAGE 253) (NOTES) THAT THE SURVEY'S NOT SURVEYED ARE CLEARLY INDICATED AS DASHED FROM INFORMATION FOUND IN BOOK PAGE 253. THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:110,000. THESE MAPS WERE PREPARED IN ACCORDANCE WITH GS 17-13 AS AMENDED. WITNESS MY HAND AND SEAL THIS 11th DAY OF FEBRUARY, 2009.

REGISTRATION NO. L-3082



Baldwin & Janowski
ENGINEERING - SURVEYING - PLANNING
1015 CONVENT ROAD
GREENVILLE, NC 27609
TEL: 756-1399

SOURCE OF TITLE

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

DEED BOOK	2539	PAGE	41
DEED BOOK	2539	PAGE	283
DEED BOOK	2539	PAGE	792

OWNERS STATEMENT

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

(SEE ABOVE SIGNATURES)

THAT THIS SUBDIVISION BEFORA ME THIS 04th DAY OF FEBRUARY, 2009.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 03/28/2014

APPROVAL

THIS FINAL PLAT NO. 08-25... WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9 CHAPTER 5 OF THE GREENVILLE CITY CODE THE 24th DAY OF FEBRUARY, 2009.

SIGNED: *[Signature]* **Item # 3**
CITY PLANNER

DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAT AND AGREEMENT TO BE FILED, RECORDED AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN ON SO INDICATED ON THIS PLAT.

SIGNED: _____ (SEE ABOVE SIGNATURES)
ATTEST: _____

REVIEW OFFICER'S CERTIFICATE

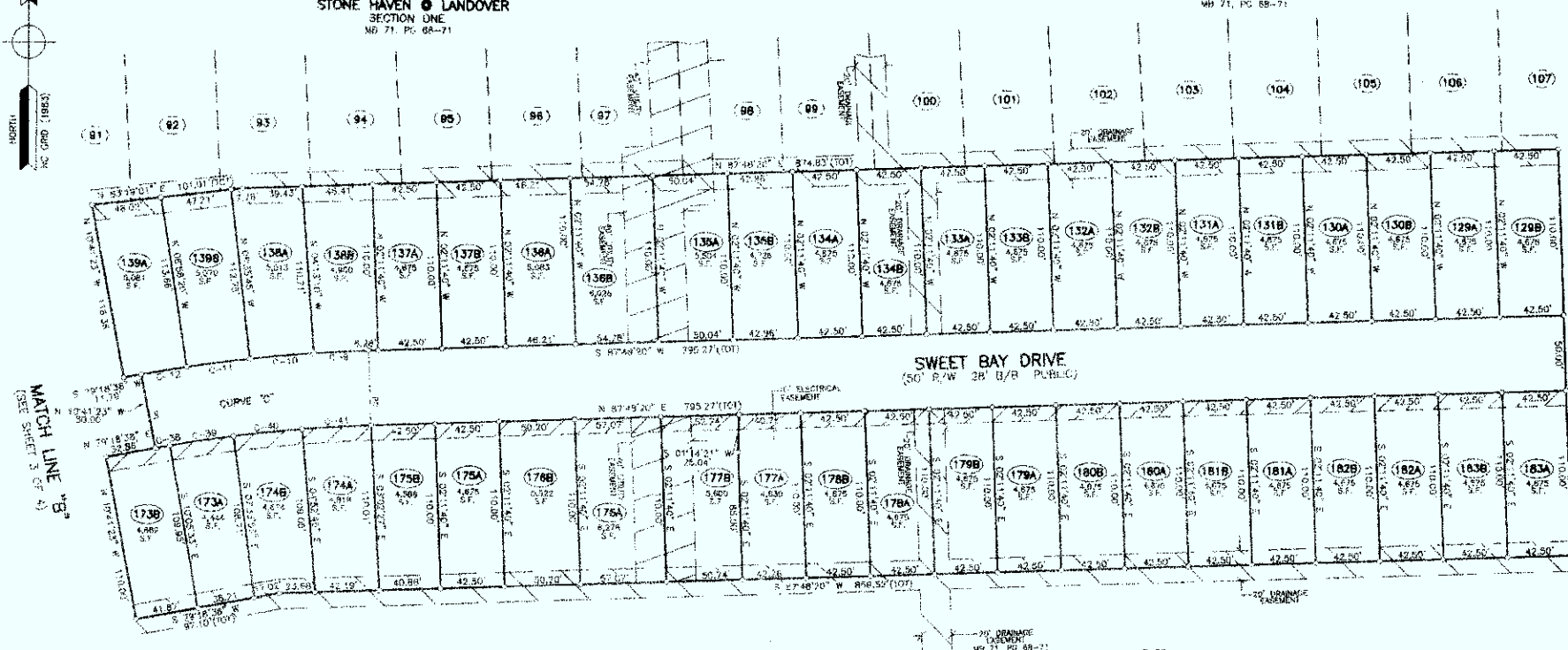
REVIEW OFFICER OF PITT COUNTY CERTIFY THAT THE MAP OF PLAT NO. 08-25 THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER: _____ DATE: _____

Map No. 03-96
 Record No. 007423003
 Date Recd. 04/01/2009
 Fee Amt. \$54.00
 City of Greenville, NC
 Department of Planning and Development
 03-96

STONE HAVEN LANDOVER
 SECTION ONE
 MAP 71, PG. 6A-71

STONE HAVEN LANDOVER
 SECTION ONE
 MAP 71, PG. 6B-71



MATCH LINE "B"
 (SEE SHEET 3 OF 4)

MATCH LINE "A"
 (SEE SHEET 1 OF 4)

C/L CURVE DATA

CURVE "C"
 P = 1,000.00'
 Δ = 92°29'42"
 L = 148.27'
 Ch = 74.27'
 Ch = S 82°33'50" W
 148.13'

PITT LAND DEVELOPMENT, LLC
 08 1750, PG. 47

CURVE TABLE

CURVE	RADIUS	CHORD	CH. BEARING
C-9	1025.00'	36.23'	S 86°47'39" W
C-10	1025.00'	42.21'	S 84°35'32" W
C-11	1025.00'	42.51'	S 82°12'57" W
C-12	1025.00'	39.72'	S 80°10'09" W
C-35	975.00'	10.78'	N 79°56'32" E
C-36	975.00'	43.31'	N 81°10'37" E
C-40	975.00'	43.69'	N 83°46'40" E
C-41	975.00'	43.09'	N 86°27'47" E

PITT LAND DEVELOPMENT, LLC
 08 1750, PG. 47

FINAL PLAT SHEET 2 OF 4

FIELDSTONE LANDOVER
 SECTION ONE
 REFERENCE: DEED BOOK 2538, PAGE 791 AND BEARS A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1750, PAGE 47 AND DEED BOOK 2389, PAGE 120 OF THE PITT COUNTY REGISTRY
 GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA



ROCKY RUSSELL DEVELOPMENT, LLC
 PITT LAND DEVELOPMENT, LLC



ROCKY RUSSELL DEVELOPMENT, LLC
 PITT LAND DEVELOPMENT, LLC

OWNER: ROCKY RUSSELL DEVELOPMENT, LLC
ADDRESS: 100 REGENCY BLVD GREENVILLE, NC 27834
PHONE: (252) 355-7612

PITT LAND DEVELOPMENT, LLC
 1156 ALTHAM LAKES DR. W. GREENVILLE, NC 27617
 (252) 752-7923

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

OWNER'S STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:

APPROVAL
 THIS FINAL PLAT NO. 03-96 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 2, CHAPTER 3 OF THE GREENVILLE CITY CODE ON THE 24th DAY OF APRIL, 2009.

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

Baldwin & Janowska
 ENGINEERS - SURVEYING - PLANNING
 505 CAMPBELL DRIVE GREENVILLE, NC 27606
 (252) 758-1390

SURVEYOR: MWS
APPROVER: MWS
DATE: 05/01/2009
SCALE: 1" = 50'

DEED BOOK: 1750 **PAGE:** 47
DEED BOOK: 2389 **PAGE:** 120
DEED BOOK: 2538 **PAGE:** 791
REGISTRATION NO. L-3082

WITNESSED BEFORE ME THIS 24th DAY OF APRIL, 2009.
 NOTARY PUBLIC
 STATE OF NORTH CAROLINA
 COMMISSION EXPIRES: 03/28/2014

SIGNED: *[Signature]*
Item # 3
 CITY PLANNER

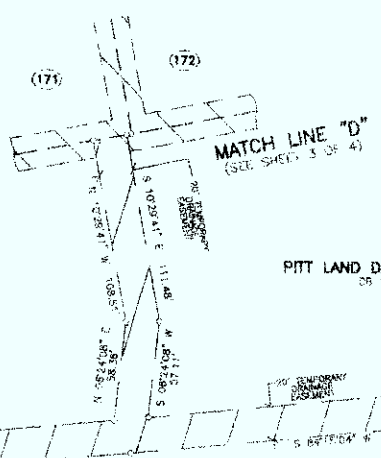
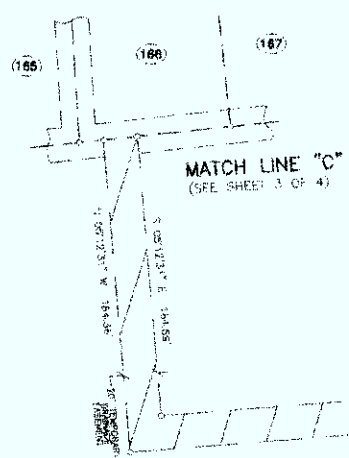
SIGNED: *[Signature]*
 ATTEST: *[Signature]*

CERTIFICATION

I, MICHAEL WEND BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (FIELD DESCRIPTION RECORDED IN DEED BOOK 2538, PAGE 791) THAT THE BOUNDARIES NOT REVEALED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE 120 THAT THE BOUNDARIES OF THE CALCULATED BOUNDARIES AND DEPARTMENTS IS 110.000 FEET THE WAY WAS PREPARED IN ACCORDANCE WITH GS 42-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 24th DAY OF APRIL, 2009.

REGISTRATION NO. L-3082
 SEAL L-3082
 REVIEW OFFICER'S CERTIFICATE
 REVIEW OFFICER OF PITT COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

72 93-96

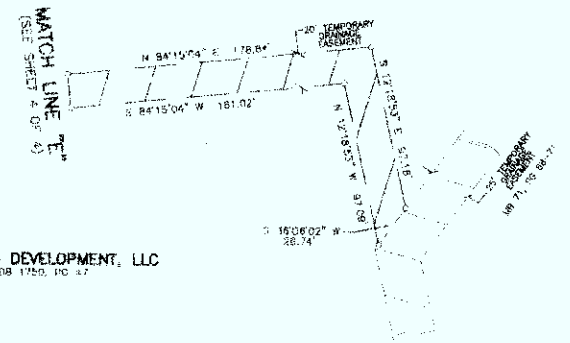


PITT LAND DEVELOPMENT, LLC
DB 1750, PG 47

PITT LAND DEVELOPMENT, LLC
DB 1750, PG 47

PITT LAND DEVELOPMENT, LLC
DB 1750, PG 47

PITT LAND DEVELOPMENT, LLC
DB 1750, PG 47



FINAL PLAT SHEET 1 OF 4

FIELDSTONE LANDOVER
SECTION ONE
REFERENCE: DEED BOOK 2538, PAGE 791 AND BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1750, PAGES 47 AND DEED BOOK 2069, PAGE 286 OF THE PITT COUNTY REGISTRY.
GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA



ROCKY RUSSELL DEVELOPMENT, LLC
PITT LAND DEVELOPMENT, LLC

ROCKY RUSSELL DEVELOPMENT, LLC
PITT LAND DEVELOPMENT, LLC

OWNER: ADDRESS: PHONE:	ROCKY RUSSELL DEVELOPMENT, LLC 100 REGENCY BLVD GREENVILLE, NC 27634 (252) 350-7547	PITT LAND DEVELOPMENT, LLC 1136 AUTUMN LAKES DRIVE GREENSBORO, NC 27834 (252) 751-7924
------------------------------	--	---

SOURCE OF TITLE
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED BY 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 SIGNATURES)
SWORN AND SUBSCRIBED BEFORE ME THIS 22nd DAY OF OCTOBER, 2009.

APPROVAL
THIS FINAL PLAT NO. 03-25... WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE X, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 22nd DAY OF OCTOBER, 2009.

DEDICATION
I, C UNAPPOINTED TRUSTEE ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE... FREE AND OPEN USE, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN ON SO INDICATED ON THIS PLAT.

Baldwin & Janowski
ENGINEERING - SURVEYING - PLANNING
1016 CRAWFORD DRIVE
GREENVILLE, NC 27638 252.250.1380

DEED BOOK 1750 PAGE 47
DEED BOOK 2069 PAGE 286
DEED BOOK 2538 PAGE 791
REGISTRATION NO. L-3082

SIGNED: [Signature]
CITY PLANNER

Item # 3

SIGNED: [Signature]
ATTY: [Signature]

CERTIFICATION

I, MICHAEL WEST BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (OPEN DESCRIPTION RECORDED IN BOOK PAGE...), THE BOUNDARIES AND SURVEYS ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE... (SEE THE BASIS OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES & HODS) THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-20 AND AMENDED. WITNESS MY HAND AND SEAL THIS 22nd DAY OF OCTOBER, 2009.

SEAL: MICHAEL WEST BALDWIN, SURVEYOR, STATE OF NORTH CAROLINA, NO. 1-3082

REVIEW OFFICER'S CERTIFICATE

REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP SET FORTH TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER: [Signature] DATE: [Blank]



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

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

Explanation: Bids for the South Tar River Greenway Project - Phase II and Alternate (STIP No. E-4702) were received on Thursday, November 19, 2009. Five bids were received and opened. Attached is the bid tabulation. The lowest responsive base bid was submitted by Wells Brothers Construction, Inc. of Turkey, NC, in the amount of \$956,200.00. There was one lower bid submitted; however, this bid was determined as non-responsive due to not meeting the Disadvantaged Business Enterprise requirements identified in the project specifications.

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

In December 2004, the South Tar River Greenway Project was included in the Federal FY2005 Appropriations Act that identified \$1,488,000 in the Federal Highway Administration (FHWA) budget for this project. In June 2005, the City Council approved a municipal agreement with the North Carolina Department of Transportation (NCDOT) that set out the City's and NCDOT's responsibilities to accomplish this project. Under this agreement, the City is responsible for administration and management of project design and construction. NCDOT will administer the disbursement funds to the City on a reimbursement basis.

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

Expenditures

Greenway Construction Contract	\$ 956,200.00
Project Contingency (5%)	<u>\$ 47,810.00</u>
Total Project Cost	\$1,004,010.00


Revenues

Federal Grant	\$1,004,010.00
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Recommendation: Award a construction contract for the South Tar River Greenway Project - Phase II to Wells Brothers Construction, Inc. in the amount of \$956,200.00 and approve the attached resolution requesting a Concurrence in Award from NCDOT.

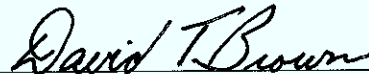
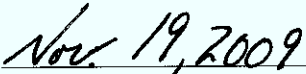
Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [South Tar River Greenway Bid Tab](#)

SOUTH TAR RIVER GREENWAY PROJECT – PHASE 2
1500 Beatty Street, Greenville, NC 27834

Bid Opening – Thursday, November 19, 2009 At 10:00 AM

CONTRACTOR	Received Addendums	5% Bid Bond	DBE Forms	NCA Form	Total Base Bid
David Vaughn Construction of Pitt County, Inc.	X	X	X	X	\$ 781,381.00
Wells Brothers Construction	X	X	X	X	\$ 956,200.00
Burney & Burney Construction, Inc.	X	X	Not included	X	\$ 975,332.50
Hine Sitework, Inc.	X	X	X	X	\$1,038,870.00
Vaughan Grading & Utilities	X	X	X	X	\$1,267,119.00
 David T. Brown, PE City Engineer					
 Date					



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Contract award for the design of the Lynndale Drainage Improvement Project – Phase I

Explanation: Attached for the City Council’s consideration is a contract from Rivers & Associates for the design and preparation of construction documents for the Lynndale Drainage Improvement Project– Phase I. Nineteen engineering firms responded to staff’s Request for Proposals expressing interest in this project. The Selection Committee identified and interviewed two firms. A consensus was reached that Rivers & Associates should provide engineering services for the project.

Rivers & Associates’ proposed scope of work includes providing the surveying, engineering, and preparation of permits to perform the work necessary to construct the drainage improvements for the project. Rivers & Associates’ proposed lump sum fee for the project is \$40,675. Staff considers this fee to be reasonable in view of the work involved designing the improvements.

The construction phase of this project will involve the installation of new infrastructure in public rights-of-way and easements. Deteriorating and/or undersized storm drainage pipes will be replaced and additional catch basins installed, which will be part of the overall project objective to reduce localized flooding within the subdivision. The proposed project improvements for this phase will be installed in areas along and adjacent to Queen Anne’s Road and portions of Kenilworth Road.

This design work would begin in January 2010 and is expected to be completed by the end of March 2010. After completion of the project plans/specifications and obtaining all applicable permits, Public Works staff anticipates that City Council will consider an award of contract for the construction of the project in June 2010.

Fiscal Note: Funding for this project will be provided through the City's Stormwater Utility Fund.

Recommendation: Award a professional services contract to Rivers & Associates for the design and preparation of construction documents necessary to complete the Lynndale Drainage Improvement Project – Phase I for the lump sum fee of \$40,675.

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

Attachments / click to download

 [Lynndale Storm Drainage Project](#)



Engineers
Planners
Surveyors

November 24, 2009

Mr. David T. Brown, P.E.
City of Greenville
Public Works Department
1500 Beatty Street
Greenville, NC 27834

Subject: Lynndale Subdivision – Phase 1
Storm Drainage Improvement Project

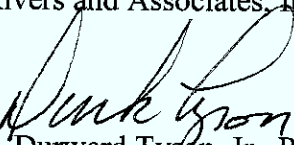
Dear David,

As we've discussed, attached are two (2) copies of the revised Exhibit C. Please replace these sheets in the contract documents.

I have also prepared a summary of our Scope of Services for your use.

We appreciate this opportunity to be of service to the City of Greenville and we look forward to working with you and other members of the City's staff to successfully complete this project.

With best regards,
Rivers and Associates, Inc.



F. Durward Tyson, Jr., P.E.
Project Manager

Enclosures



Scope of Services

City of Greenville Lynndale Drainage Improvements – Phase I Greenville, North Carolina

Field Surveys

1. Meet with City Staff for initial project kick-off and coordination.
2. Conduct field surveys to set control for Phase I. Field survey to be tied to 2 geodetic monuments.
3. Perform detailed topographic surveys for Phase I (including Alternates 1 and 2) as shown on Attachment 2.
4. Research Greenville Utilities' Record Drawings for underground utilities.
5. Produce base mapping for use during the Construction Document Phase.

Construction Document Phase

1. Analyze catch basin spacing based upon City's current criteria (8' spread on pavement) and analyze the proposed pipe system for a 10-yr storm using Manning's formula.
2. Calculate Hydraulic Grade Line (HGL) using both Hydraflow program. Perform selected manual calculations to verify software results.
3. Meet with City to review results of inlet and pipe analysis.
4. Utilizing the selected HGL criteria, prepare preliminary design drawings and Preliminary Opinion of Construction Costs.
5. Review available pipe materials and provide recommendations for approval by City staff.
6. Complete 50% Construction Documents submittal for City review. Meet with staff for review and coordination.
7. Identify potential conflicts with existing water and sanitary sewer improvements. Forward plans to Greenville Utilities for review and comment.
8. Complete 90% Construction Documents submittal incorporating comments received from City and Greenville Utilities. Prepare updated Preliminary Opinion of Construction Costs.
9. Meet with City staff to review 90% design submittal.
10. Complete Construction Plans, Specifications and Bid Documents.
11. Prepare Soil Erosion & Sedimentation Control permit application for submittal to NCDENR Land Quality Section.
12. Submit final documents to City in hard copy and electronic forms. Provide final design narrative and calculations to City

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

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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

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www.nspe.org

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

American Society of Civil Engineers
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(800) 548-2723
www.asce.org

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

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EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of Nov. , 25, 2009 ("Effective Date") between
City of Greenville, NC ("Owner") and
Rivers & Associates, Inc. ("Engineer").

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

Lynndale Subdivision Storm Drainage Improvements – Phase I ("Project").

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

preparation of topographic surveys and construction documents

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care*: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy*: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants*: Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others*: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*:
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

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

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability~~

~~policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~

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

6.05 *Suspension and Termination*

A. Suspension:

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

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

- 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

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

6.08 *Dispute Resolution*

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

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

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

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

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

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

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

33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement:*

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

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Greenville

Engineer: Rivers & Associates

By: Patricia C. Dunn

By: James M. Walker, Sr., P.L.S.

Title: Mayor

Title: Vice President

Date: _____

Date: _____

Signed: _____

Signed: _____

Firm's Certificate No. F-0334
State of: North Carolina

Address for giving notices:
Public Works Department
1500 Beatty Street / PO Box 7207
Greenville, NC 27835

Address for giving notices:
107 East Second Street
PO Box 929
Greenville, NC 27835

Designated Representative (Paragraph 8.03.A):
Wesley B. Anderson, P.E.

Designated Representative (Paragraph 8.03.A):
F. Durward Tyson, Jr., P.E.

Title: Public Works Director

Title: Project Manager

Phone Number: 252-329-4522

Phone Number: 252-752-4135

Facsimile Number: 252-329-4535

Facsimile Number: 252-752-3974

E-Mail Address: wbanderson@greenvillenc.gov

E-Mail Address: dtyson@riversandassociates.com

APPROVED AS TO FORM:

THIS DISBURSEMENT HAS BEEN APPROVED AS
REQUIRED BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT.

By: David A. Holec

By: Bernita W. Demery

Title: City Attorney

Title: City Finance Director

Date: _____

Date: _____

Signature: _____

Signature: _____

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This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Nov 25, 2009.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

~~A1.01 Study and Report Phase *Not applicable to this contract*~~

~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate *[insert specific number or list here]* alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: *[here list any such tasks or deliverables]*~~
- ~~7. Furnish ___ review copies of the Report and any other deliverables to Owner within ___ calendar days of the Effective Date and review it with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish ___ copies of the revised Report and any other deliverables to the Owner within ___ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

~~A1.02 Preliminary Design Phase - Not applicable to this contract~~

~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~

~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~

~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~

~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~

~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~

~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: [here list any such tasks or deliverables]~~

~~6. Furnish ___ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within ___ calendar days of authorization to proceed with this phase, and review them with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~

~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner ___ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within ___ calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other

deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
4. Perform or provide the following additional Final Design Phase tasks and/or deliverables:
 - A. Conduct field surveys, including establishing control points and locating existing storm drainage infrastructure (pipes, catch basins, culverts, drop inlets, swales, ditches, etc.) which make up the storm drainage system for the area identified in Figure 1. Field survey data shall also include surveys of roadways, utilities, buildings, vegetation, and fences as necessary for the Final Design Phase (property surveys for the use of easement map preparation is not included in this phase). Utilities located shall include water, sanitary sewer, electric, gas, and communications based upon above ground features and record drawings provided by owning utility.
 - B. Prepare final storm drainage calculations, design drawings, specifications, and bidding documents for work to be constructed. Storm drainage calculations and design will be performed using a design inlet spacing based upon an eight (8) foot spread criteria as set forth by the City of Greenville. Construction drawing will identify potential conflicts between existing utilities and proposed storm drainage system and provide recommended resolution.
 - C. Refer to Exhibit J for a detailed listing of deliverables.
5. Within 90 days of Notice to Proceed, prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 21 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01., instructions for revisions.
6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final reproducible copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables identified in Exhibit J to Owner within 21 calendar days after receipt of Owner's comments and instructions.

- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to and approved by the Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

~~A1.04 Bidding or Negotiating Phase Not applicable to this contract~~

- ~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 - 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 - 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 - 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 - 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

~~A1.05 Construction Phase Not applicable to this contract~~

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

- ~~1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
- ~~2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]~~
- ~~3. Selecting Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
- ~~4. Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~
- ~~5. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
- ~~6. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
- ~~7. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but~~~~

~~rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~

- ~~b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.~~
- ~~8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.~~
- ~~9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~
- ~~10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.~~
- ~~11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to~~

- ~~safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~12. *Substitutes and "or equal"*: Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~
- ~~14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~
- ~~15. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~
- ~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~
- ~~b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement~~

and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. ~~Contractor's Completion Documents:~~ Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
 17. ~~Substantial Completion:~~ Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. ~~Additional Tasks:~~ Perform or provide the following additional Construction Phase tasks or deliverables: [here list any such tasks or deliverables].
 19. ~~Final Notice of Acceptability of the Work:~~ Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. ~~Duration of Construction Phase:~~ The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

~~C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

~~A1.06 *Post Construction Phase - Not applicable to this contract*~~

~~A. Upon written authorization from Owner during the Post Construction Phase Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~
- ~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~
- ~~3. Perform or provide the following additional Post Construction Phase tasks or deliverables:
[Here list any such tasks or deliverables]~~

~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

~~PART 2 - ADDITIONAL SERVICES - Not applicable to this contract~~

~~A2.01 *Additional Services Requiring Owner's Written Authorization*~~

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

- ~~1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.~~
- ~~2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.~~
- ~~3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in~~

- ~~Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.~~
- ~~4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~
 - ~~5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.~~
 - ~~6. Providing renderings or models for Owner's use.~~
 - ~~7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.~~
 - ~~8. Furnishing services of Consultants for other than Basic Services.~~
 - ~~9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.~~
 - ~~10. Services during out of town travel required of Engineer other than for visits to the Site or Owner's office.~~
 - ~~11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.~~
 - ~~12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.~~
 - ~~13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.~~
 - ~~14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~
 - ~~15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.~~
 - ~~16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.~~

- ~~17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.~~
- ~~18. Preparation of operation and maintenance manuals.~~
- ~~19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.~~
- ~~20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.~~
- ~~21. Assistance in connection with the adjusting of Project equipment and systems.~~
- ~~22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
- ~~23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record keeping.~~
- ~~24. Overtime work requiring higher than regular rates.~~
- ~~25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.~~

~~A2.02 Additional Services Not Requiring Owner's Written Authorization - Not applicable to this contract~~

~~A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~

- ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
- ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
- ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work~~

- ~~damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
- ~~5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
 - ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
 - ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.~~
 - ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
 - ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Nov 25, 2009.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Nov 25, 2009.

Insurance

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

G6.04 *Insurance*

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

1. By Engineer:

- | | |
|--|---------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ <u>100,000</u> |
| 2) Disease, Policy Limit: | \$ <u>500,000</u> |
| 3) Disease, Each Employee: | \$ <u>100,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ <u>1,000,000</u> |
| 2) General Aggregate: | \$ <u>2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ <u>2,000,000</u> |
| 2) General Aggregate: | \$ <u>2,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ <u>n/a</u> |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ <u>2,000,000</u> |
| 2) Annual Aggregate | \$ <u>2,000,000</u> |
| g. Other (specify): | \$ <u>n/a</u> |

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated Nov 25, 2009.

Special Provisions

Paragraph(s) A1.03 C of the Agreement is/are amended to include the following agreement(s) of the parties:

Deliverables include:

50% Design Submittal

1. 3 bound copies of progress drawings illustrating completed field surveys and plan view of proposed drainage system.
2. Design Memorandum with pipe material evaluation and recommendations (not to include HDPE pipe).
3. Calculations for pipe and inlet capacity.
4. Preliminary Opinion of Construction Cost.

90% Design Submittal

1. 3 bound copies of progress drawings illustrating plan and profile of proposed drainage system along with standard details.
2. Updated calculations for pipe and inlet capacity and hydraulic grade line.
3. Technical specifications and bid documents.
4. Updated Preliminary Opinion of Construction Cost.

100% Design Submittal

1. 3 unbound reproducible copies of final construction drawings.
2. 1 unbound copy of the final specifications and bid documents.
3. CD containing construction drawings in PDF and DWG (AutoCAD V. 2009) formats.
4. Final bound copy of design narrative and calculations.
5. Updated Preliminary Opinion of Construction Cost.
6. Soil Erosion and Sedimentation Control permit application package.



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Reclassification of Benefits Administrator to Benefits Manager and an ordinance amending the Assignment of Classes to Salary Grades and Salary Ranges (Pay Plan)

Explanation: For over twenty years, the Human Resources Department has operated with little change in its organizational structure, despite the fact that its environment has changed substantially. The complexity of human resource issues has grown increasingly technical over that period, and the amount of funds devoted to personnel benefit programs have increased also. The retirement of the Human Resources Administrator last fiscal year provides a rare opportunity for the City to realign position requirements to meet the needs of a modern Human Resources Department by acquiring the necessary personnel possessing the training and skills needed to handle employee benefits.

After a comprehensive evaluation of the department by the Human Resources Director, City management staff feels it is evident that the increased specialization and complexity of employee benefits program functions require an expanded and new skill set. Staff proposes that the Benefits Administrator position be reclassified to Benefits Manager (Pay Grade 25 to Pay Grade 27).

The Human Resources Department performs these central functions:

1. Safety/ Risk Management - overseen by a Safety/ Risk Manager - PG 27
2. Personnel Recruitment, Selection & Training - overseen by a Human Resources Manager - PG 28
3. Employee Benefits - previously overseen by Benefits Administrator - PG 25

Historically, most of the complex tasks of the employee benefits program have been handled through contractual services. Staff anticipates that this reclassification will enable the City to hire an individual that is capable of reducing the level of contractual services required and generate savings to the

City. Particularly with the transition to a self-funded medical insurance program, the City will benefit from hiring a knowledgeable professional to manage the future course of the program in terms of cost, administration, integration with employee wellness program, and employee satisfaction.

Key functions of Benefits Manager:

- Self insured medical, vision, dental programs; fully insured insurance programs such as life, accidental death and dismemberment, short-term disability
- Retirement, other post-employment benefits (OPEB), deferred compensation, cafeteria plan flexible accounts, and other employee benefits
- Employee recognition program
- Health Insurance Portability and Accountability Act (HIPAA), Family Medical Leave Act (FMLA), and Consolidated Omnibus Budget Reconciliation Act (COBRA)
- Supervise assigned staff

Fiscal Note:


This change can be made without any financial impact to the fiscal year 2009-2010 budget because of the vacant position's lapsed salary and the expectation that the new hire's salary is likely to be less than the former Benefits Administrator's salary.

Recommendation:

Approve the recommended change to the authorized positions for fiscal year 2009-2010 by adopting the proposed ordinance.

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

Attachments / [click to download](#)

 [Ordinance Amending the Pay Plan 847716](#)

ORDINANCE NO. 09-
AN ORDINANCE AMENDING THE CITY OF GREENVILLE PAY PLAN

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

Section 1. The City of Greenville Pay Plan is hereby amended by adding the following position:

<u>Classification Title</u>	<u>Pay Grade</u>
Benefits Manager	27

Section 2. The City of Greenville Pay Plan is hereby amended by deleting the following position:

<u>Classification Title</u>	<u>Pay Grade</u>
Benefits Administrator	25

Section 3. All inconsistent provisions of former resolutions, ordinances, or policies are hereby repealed.

Section 4. This ordinance shall be effective upon adoption.

Adopted this 10th day of December, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Ordinance establishing safety regulations for public or private clubs

Explanation: At its November 9, 2009, meeting, City Council determined to proceed with the consideration of an ordinance which would establish safety regulations for public or private clubs as follows:

(1) a prohibition on a public or private club employing a person as a bouncer who has been convicted of certain crimes and a requirement that a public or private club conduct criminal record checks of each person employed as a bouncer; and

(2) a prohibition on a public or private club employing a person as a bouncer who has not completed a training program for bouncers conducted by the Police Department within certain time frames and a requirement that a bouncer employed at a public or private club annually complete a training program for bouncers conducted by the Police Department.

City Council set a public hearing for the December 10, 2009, meeting on the proposed ordinance. Notice of the public hearing was published in The Daily Reflector on November 30 and December 7, 2009. Additionally, information on the proposed ordinance and public hearing was mailed to the owners and managers of all public and private clubs on November 20, 2009.

A copy of the ordinance is attached. The ordinance establishes an effective date of May 1, 2010, in order to allow sufficient time for the Police Department and the clubs to take the necessary steps so that compliance can be reasonably achieved as of the effective date of the ordinance.

Fiscal Note: There will be an expense to the Police Department in administering the ordinance including conducting the training programs for bouncers and the oversight to

ensure compliance with requirements relating to the criminal record check of bouncers and the training of bouncers.

Recommendation: It is recommended that City Council approve the attached ordinance which will establish the safety regulations for public or private clubs relating to criminal record checks of bouncers and training of bouncers.

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[ORDINANCE AMENDING TITLE 11 OF THE CITY CODE BY ESTABLISHING SAFETY REGULATIONS FOR PUBLIC OR PRIVAT](#)

ORDINANCE NO. 09-

AN ORDINANCE AMENDING TITLE 11 OF THE GREENVILLE CITY CODE BY
ESTABLISHING SAFETY REGULATIONS FOR PUBLIC OR PRIVATE CLUBS

WHEREAS, the City Council of the City of Greenville has determined that there is a need to implement measures which will promote a safe environment in the areas where public or private clubs are located;

WHEREAS, public or private clubs create issues such as crowd control, noise, public intoxication, altercations, and potential violence;

WHEREAS, the City of Greenville has deployed a significant amount of law enforcement resources to address the issues created by public or private clubs;

WHEREAS, establishing reasonable safety regulations for public or private clubs is in the public interest to protect the health, safety, and welfare of the patrons of the public or private clubs, the citizens of the city, and surrounding neighborhoods; and

WHEREAS, North Carolina General Statute §160A-194 authorizes the City of Greenville, by ordinance, to regulate and license occupations, businesses, trades and professions and to prohibit those which may be inimical to the public health, welfare, safety, order, or convenience and North Carolina General Statute §160A-174 authorizes the City of Greenville, by ordinance, to define, prohibit, regulate, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city;

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

Section 1: That Title 11 of the Code of Ordinances, City of Greenville is hereby amended by adding a Chapter 12 entitled “PUBLIC OR PRIVATE CLUBS SAFETY REGULATIONS,” said chapter to read as follows:

CHAPTER 12. PUBLIC OR PRIVATE CLUBS SAFETY REGULATIONS.

Section 11-12-1. Purpose

In order to protect the health, safety, and welfare of the city and its citizens, it is the purpose of this chapter to establish reasonable and uniform requirements in order to address the harmful effects associated with establishments for which entertainment is the principal use and which a large number of patrons congregate late at night.

Section 11-12-2. Definitions

As used in this chapter the following terms shall have the following meanings unless the context clearly indicates that a different meaning is intended:

Bouncer means a person employed by a public or private club as an employee or contractor to perform the function of maintaining order, removing disorderly or disruptive patrons, checking identification cards or providing general security for the public or private club but not including a person who is employed for the primary and substantial purpose (greater than 90% of duties) to perform the functions of a bartender, waiter, or waitress and not including a person who is employed as a uniformed off-duty law enforcement officer or a uniformed security guard provided by a security guard and control profession licensed in accordance with the provisions of Chapter 74C of the North Carolina General Statutes.

Conviction and *convicted* mean a finding of guilt for a violation of a state or federal law, an adjudication withheld on such a finding of guilt, an adjudication of guilt on any plea of guilty or nolo contendere, or the forfeiture of a bond or bail when charged with a violation of a state or federal law.

Public or private club means an establishment which the principal use is a public or private club as defined by the Zoning Ordinance for Greenville, North Carolina.

Section 11-12-3. Criminal Record Check of Bouncers

(a) No public or private club shall employ a person as a bouncer who has been convicted of a crime relating to either (1) the sale, manufacture, distribution, or possession of controlled substances as made unlawful by the provisions of North Carolina General Statute §90-95, or (2) criminal street gang activity as made unlawful by the provisions of the North Carolina Street Gang Suppression Act as provided in Article 13A of Chapter 14 of the North Carolina General Statutes, or (3) prostitution or assignation as made unlawful by the provisions of North Carolina General Statute §14-204 or (4) homicide, assault, affray, communicating threats, unlawful possession of dangerous or deadly firearms, or discharge of a dangerous or deadly firearm as made unlawful by the provisions of Chapter 14 of the North Carolina General Statutes.

(b) Notwithstanding the provisions of subsection (a), a public or private club is not prohibited from employing a person as a bouncer as a result of the conviction of an offense listed in subsection (a) when the following time period has elapsed:

1. More than two years has elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is for a misdemeanor offense;
2. More than five years has elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date, if the conviction is for a felony offense; or
3. More than five years has elapsed since the date of the last conviction or the date of release from confinement for the conviction, whichever is the later date, if the

convictions are for two or more misdemeanor offenses or combination of misdemeanor offenses occurring within any 24-month period.

(c) A public or private club shall submit to the chief of police or designee on a monthly basis no later than the fifth day of the current month a list of all persons employed as a bouncer at the public or private club during the previous month. The list shall indicate the date of initial employment of each person as a bouncer and shall be on a form provided by the police department. The public or private club shall submit to the chief of police or designee no later than thirty (30) days after the date of initial employment of a person as a bouncer and, annually thereafter, a criminal record check for each person employed as a bouncer by the public or private club. The criminal record check submitted shall be conducted by a method acceptable to the chief of police but shall not be required to be a criminal record check based upon fingerprints from the North Carolina State Bureau of Investigation.

Section 11-12-4. Training of Bouncers

(a) No public or private club shall employ a person as a bouncer who has not completed a training program for bouncers conducted by the police department within the immediately preceding twelve (12) month period except that a public or private club may employ a person as a bouncer for the person's initial employment with the public or private club for a period of no more than sixty (60) days commencing on the date of the person's initial employment with the public or private club without the person having received the training.

(b) All persons employed as a bouncer at a public or private club shall complete a training program for bouncers conducted by the police department at least once during every twelve (12) month period. The training program shall consist of classroom training on addressing disturbances occurring at public or private clubs and any other topic deemed appropriate by the chief of police.

(c) A public or private club shall submit to the chief of police or designee on a monthly basis no later than the fifth day of the current month a list of all persons employed as a bouncer at the public or private club during the previous month. The list shall indicate the date of initial employment of each person as a bouncer and the most recent date each person completed a training program for bouncers conducted by the police department. The list shall be on a form provided by the police department.

Section 11-12-5. Enforcement

(a) A police officer or other person authorized by the city manager to enforce the provisions of this chapter may issue a written citation for a violation of the provisions of this chapter.

(b) The owner and the manager of the public or private club are responsible for compliance with the provisions of this chapter. A written citation for a violation of the provisions of this chapter may be issued to the owner or the manager of the public or private club and the owner or the manager who is issued the citation will suffer the penalties and be subject to the remedies as set forth in section 11-12-6.

(c) An owner or a manager who has been issued a citation may appeal the citation to the chief of police or designee. Written notice of appeal must be filed within ten (10) days of the date of the issuance of the citation.

Section 11-12-6. Penalties

(a) Any violation of the provisions of this chapter or a failure to comply with any of its requirements shall subject the offender to a civil penalty as follows:

- (1) In the amount of fifty dollars (\$50.00) for each offense on the first day of such offense; and
- (2) In the amount of one hundred dollars (\$100.00) for each offense either (i) on the second day of such offense or (ii) when the offense is a second offense within a twelve (12) month period; and
- (3) In the amount of two hundred and fifty dollars (\$250.00) for each offense either (i) on the third day and on each subsequent day of such offense or (ii) when the offense is the third or subsequent offense within a twelve (12) month period.

(b) Violators shall be issued a written citation which must be paid within seventy-two (72) hours. If a person fails to pay the civil penalty within seventy-two (72) hours, the city may recover the penalty, together with all costs and reasonable attorneys' fees, by filing a civil action in the general court of justice in the nature of a suit to collect a debt.

(c) This chapter may also be enforced by any appropriate equitable action.

(d) Each day that any violation continues shall be considered a separate offense for purposes of the penalties and remedies specified in this section. Notwithstanding the foregoing, the escalating civil penalties authorized by subsection (a) may be invoked whenever the violation continues and there has been sufficient time for the violation to be corrected after notification that such violation exists or whenever the violation has occurred previously during a twelve (12) month period.

(e) Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce this chapter.

(f) Any violations of the provisions of this chapter shall be deemed a non-criminal violation and shall not be a misdemeanor or infraction pursuant to North Carolina General Statute 14-4.

Section 11-12-7. No Effect on ABC Permits

The provisions of this chapter are not intended or designed to establish rules on the manufacture, sale, purchase, transportation, possession, consumption or other use of alcoholic beverages. The provisions of this chapter apply to a public or private club whether or not the public or private club has been issued an ABC permit by the North Carolina Alcoholic Beverage Control Commission. Any violation of the provisions of this chapter shall not affect any ABC permit issued to the public or private club by the North Carolina Alcoholic Beverage Control Commission.

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

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

Section 4. This ordinance will become effective on the 1st day of May, 2010.

This the 10th day of December, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Ordinance to amend the Planned Unit Development (PUD) regulations by deleting Article J in its entirety and substituting a new Article J entitled Master Planned Community (MPC) including associated standards and requirements

Explanation: At its April 9, 2009, meeting, City Council instructed staff to initiate an amendment to the Planned Unit Development (PUD) regulations to facilitate affordable housing and streamline the PUD development process. As part of the amendment process, Article J has been re-named Master Planned Community (MPC) regulations to better describe the purpose and intent of this development option.

Based on City Council directive, a request for public comments on this issue was mailed to development community representatives, local engineering consultants, Chamber of Commerce, and appointed Neighborhood Advisory Board members on May 5, 2009. Comments received were incorporated into the draft ordinance.

As part of an overall housing strategy, the Greenville City Council has taken the initiative to develop and encourage affordable and equitable housing options for all citizens.

Following the City Council's 2008 Diversity Training session, the City Council instructed the City Manager to "develop a step-by-step process for implementing a Planned Unit Development (PUD)" for the purpose of expanding housing/socio-economic choices through the use of "inclusionary zoning" techniques.

As used in this context, the term "inclusionary zoning" refers to a host of ordinance-based development methods designed to achieve a desired percentage [e.g. 20%] of affordable dwelling units. This term includes, but is not necessarily limited to, the creation of new low- and moderate-income dwelling

units through new construction. Inclusionary zoning techniques may be employed as a minimum required percentage of total dwelling unit construction or may be accomplished by ordinance-based incentive zoning options.

Incentive zoning is best described as the granting of bonus credits to a development to allow more intensive use of land in exchange for benefits to the public – such as preservation of greater than minimum required open space, or the provision for low- and moderate-income housing – are voluntarily included in a project. In other words, incentive zoning is the granting of additional development capacity in exchange for a public benefit or amenity. In summary, a greater and more efficient development of land is allowed in exchange for a public benefit, that might not be created by the development itself.

While there are several inclusionary zoning options available for consideration, staff recommends a voluntary incentive-based program be used for this purpose. A feasible technique to achieve a greater variety of housing type and socio/economic availability would be through the use of a modified planned unit development (PUD) ordinance. Modification of the City’s current PUD ordinance, to include a wider distribution of acceptable locations (zones), and the use of voluntary density bonus credits for the provision of desirable inclusive housing, will not adversely impact any existing built or proposed development, and is considered by staff to be a viable option to accomplish part of the City Council’s inclusionary housing goals.

The City Council’s 2009 goal “Keep Planning Ahead of Anticipated Growth” includes the following action item: #1 “revise the PUD development regulations to eliminate the additional zoning district designation requirement and to substitute a performance-based special use permit process in replacement”. The related goal, objective and action item are set out below:

“5. Goal: Keep Planning Ahead of Anticipated Growth”

A. *Objective: Encourage use of the planned unit development zoning classification*

Action Item #1: Revise the PUD development regulations to eliminate the additional zoning district designation requirement and to substitute a performance-based special use permit process in replacement

Responsibility: Community Development Department

Timeframe: Ordinance options report to City Council in April 2009 with Planning & Zoning Commission amendment consideration in June 2009

Fiscal Note: No direct cost”

The staff’s proposed draft revisions to the PUD ordinance, set out below, are

intended to accomplish the aforementioned objective.

Planned Unit Development (PUD) - CURRENT ARTICLE J.

A PUD is a conditional/special use development under single ownership or unified control that is guided by a total design (master land use) plan, including a range of dwelling and nonresidential use options, and which allows flexibility and creativity in site design, lot layout and building configurations. Common PUD characteristics include reduced unit lot area and building setback requirements, additional open space and recreation areas, mixed land use (limited project dependent office/commercial component), and design guidelines. PUD is a viable option to accomplish desirable neo-traditional style urban development inclusive of a greater variety of housing types.

The current PUD regulations were adopted in February 1987, per ordinance # 1688, and have remained essentially unchanged during the past twenty-two (22) years.

Since 1987, three (3) locations have been re-zoned to accommodate PUD development, of which two (2) projects have been completed as of March 2009 – Westpointe Subdivision in the medical district and Wesley Commons Subdivision in the Tar River area. The remaining undeveloped PUD zoning area is the Ironwood expansion area located east of Rocks Springs Subdivision, on the south side of Highway 43.

A primary feature of the current PUD ordinance is a re-zoning component in addition to a master land use plan special use permit approval requirement. Planning and Zoning Commission special use permit approval is subject to a super majority (8 of 9) vote in favor of the petition to establish a PUD. The additional re-zoning step, to establish a specific PUD district, is time consuming and creates uncertainty, which has limited PUD utility as a desirable development option.

The current PUD ordinance includes the following purpose statement and definition.

A special use zoning district designed to provide an alternative to traditional development standards, which is intended to:

- (1) Reduce initial development costs by reducing standard minimum lot size and setback requirements while reserving areas for common use;
- (2) Preserve the character of surrounding neighborhoods and enhance the physical appearance of the area by preserving natural features, existing vegetation, while providing recreational and open areas;
- (3) Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas;
- (4) Promote economical and efficient land use, which can result in smaller

networks of public facilities, utilities and streets;

(5) Provide an appropriate and harmonious variety of housing and creative site design alternatives;

(6) Promote energy conservation by optimizing the orientation, layout and design of structures to take maximum advantage of solar heating/cooling schemes and energy conserving landscaping;

(7) Encourage innovations in residential development so that the growing demands of population may be met by greater variety in type, design and layout of buildings; and

(8) Provide a procedure that can relate the type, design and layout of development to a particular site and the particular demand for housing and other facilities at the time of development in a manner consistent with the preservation of property values within established residential areas.

A planned unit development (PUD) district shall be defined as a project/district that meets all of the following:

(1) Land under common ownership, to be planned and developed as an integral unit;

(2) A single development or a programmed series of development, including all lands, uses and facilities;

(3) Constructed according to comprehensive and detailed plans that include streets, drives, utilities, lots and building sites. Plans for such building locations, uses and their relation to each other shall be included and detailed plans for other uses and improvements of land showing their relation to the buildings shall also be included; and

(4) Provides a program for the provision, operation and maintenance of such areas, facilities and improvements as shall be required for perpetual common use by the occupants of the planned unit development.

The following outline is reflective of the currentPUD process.

1. **Re-zoning** (from a general purpose zoning district to the PUD district)

- Planning and Zoning Commission – Recommendation
- City Council Public Hearing – Final Action

2. **Special Use Permit.** (Master Land Use Plan)

- Contents: street pattern, open space, dwelling types (single family, duplex, multi-family), densities (not to exceed 12 units per acre)
 - Planning & Zoning Commission Quasi-Judicial Public Hearing – Final Action
 - Required Findings (summary)
 - traffic impact
 - compatibility with adjacent/neighborhood properties
 - compatibility with Comprehensive Plan
- Seven (7) separate findings – 4/5 (8 of 9 members) voting requirement to pass

each finding

- Conditional Approval. The Planning & Zoning Commission may attach conditions to the plan that exceed the minimum (ordinance) development standards when it is found that such conditions are necessary to insure compatibility with adjacent areas.

3. Preliminary Subdivision Plat.

- Planning & Zoning Commission – Final Action.

4. Final Subdivision Plat.

- Subdivision Review Board (staff) – Final Action

5. Site Plan.

- Technical Review Committee (staff) – Final Action

PROPOSED (draft) MPC ordinance objectives:

- eliminate the "PUD" zoning district requirement (step 1 of the process outline listed above) – this will streamline the approval process and improve the development probability
- permit MPC as a City Council special use in a variety of residential districts (R6, R6A, R9, R6S and RA20) Note: PUD is currently only allowed in a PUD district – this will greatly increase the variety of locations available for MPC consideration while retaining final approval authority with City Council (previously a City Council re-zoning decision)
- establish a MPC base density (4 units per gross acre) equal to the base density of the lowest density general purpose single-family zoning district (RA-20) – this will insure that the MPC residential density will not exceed Comprehensive Plan base density recommendations as previously established, except as may be achieved via the density bonus provisions specifically designed to accomplish certain public purposes
- provide density bonus options to allow increased density up to a maximum of 12 units per gross acre – this will allow an increase in density in exchange for a public benefit or amenity, such as increased common/public open space and/or providing dwellings which meet housing diversity goals
- encourage a wider variety of dwelling types in future neighborhoods built under the proposed MPC ordinance – this will provide a method, with City Council approval, to include detached and attached dwellings in a planned neo-traditional neighborhood setting which can accommodate a greater variety of socio-economic populations
- provide an inclusionary housing density bonus option – this will provide a viable addition to, and/or alternative to, public construction and/or local public

subsidy of affordable housing units for low- and moderate-income households while allowing the development of a greater number of dwellings above the base density (up to 3 additional units per acre) as incentive for the private development of affordable housing

The following outline is reflective of the proposed MPC process.

1. **Re-zoning** (to a general purpose zoning district **only if necessary**)

- Planning and Zoning Commission – Recommendation
- City Council Public Hearing – Final Action

2. **Special Use Permit.** (Master Land Use Plan)

- Contents: street pattern, open space, dwelling types (single family, duplex, multi-family), densities (not to exceed 4 units per acre, or 12 units per acre with density bonuses)
- City Council Quasi-Judicial Public Hearing – Final Action
- Required Findings (summary)
 - traffic impact
 - compatibility with adjacent/neighborhood properties
 - compatibility with Comprehensive Plan

Seven (7) separate findings – simple majority voting requirement to pass each finding

- Conditional Approval. The City Council may attach conditions to the plan that exceed the minimum (ordinance) development standards when it is found that such conditions are necessary to insure compatibility with adjacent areas

3. **Preliminary Subdivision Plat.**

- Planning & Zoning Commission – Final Action.

4. **Final Subdivision Plat.**

- Subdivision Review Board (staff) – Final Action

5. **Site Plan.**

- Technical Review Committee (staff) – Final Action

The primary changes, as a result of the proposed process, are (i) the transfer of the master land use plan special use permit approval authority from the Planning and Zoning Commission to City Council, and (ii) elimination of the PUD district re-zoning requirement.

The draft ordinance to accomplish the recommended changes is attached for review and reference.

Fiscal Note:

No cost to the City.

Recommendation: In staff's opinion the request is in compliance with Horizons: Greenville's Community Plan.




At their November 17, 2009, meeting, the Planning and Zoning Commission recommended approval of staff's recommendation.

Motion to approve: Motion to approve the proposed text amendment, to advise that it is consistent with the comprehensive plan and other applicable plans, and to adopt the staff report which addresses plan consistency and other matters.

Motion to deny: Motion to deny the proposed amendment, to advise that it is inconsistent with the comprehensive plan and other applicable plans, and to adopt the staff report which addresses plan consistency and other matters.

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-  [Master_Plan_Community_834966](#)
-  [PUD_P_Z_minutes_849435](#)

ORDINANCE NO. 09 - __
AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on December 10, 2009 at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

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

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

Section 1: That Title 9, Chapter 4, Article L, Section 9-4-196, of the City Code, is hereby amended to include new subsections (c), (d) and (e) to read as follows:

“(c) Any PUD zoning district development that has received special use permit approval of a land use plan per the former Article J of this chapter prior to December 10, 2009 and such special use permit remains in effect, may continue under the approved special use permit and standards in effect at the time of the special use permit approval. The former Article J of this chapter is maintained on file in the office of the director of community development and remains effective for the specified purpose as if set forth in this section.

(d) Section (c) above shall only apply to PUD district developments that have received special use permit approval of a land use plan prior to December 10, 2009.

(e) Planned unit development districts that have not received special use permit approval of a land use plan prior to December 10, 2009 shall be rezoned to a district other than PUD prior to development.”

Section 2: That Title 9, Chapter 4, Article O, Section 9-4-252, of the City Code, is hereby amended to delete subsections (6) and (7) in their entirety and substitute the following:

“(6) Master Plan Community (MPC) and/or
Planned Unit Development (PUD)
residential, social or recreational and
residential accessory uses

Per Article J

- (7) Master Plan Community (MPC) and/or
Planned Unit Development (PUD)
nonresidential uses

Per this article in accordance with the
specific use”

Section 3: That Title 9, Chapter 4, Article D, Section 9-4-78(f)(2), of the City Code, is hereby amended to include a new subsection b(1) to read as follows:

“b(1). Master Plan Community per Article J.”

Section 4: That Title 9, Chapter 4, Article D, Section 9-4-78(f)(2)b(1), of the City Code, is hereby amended to include the use entitled “Master Plan Community per Article J” as a special use in the R6, R6A, R9, R6S and RA20 districts with a LUC# *.

Section 5: That Title 9, Chapter 4, Article D, Section 9-4-78(d), of the City Code, is hereby amended to delete said section in its entirety and substitute the following:

“(d) Each listed accessory use activity and the master plan community use is assigned an asterisk (*) in substitution for a land use classification number. Such, and other accessory use(s) and various uses within an approved master plan community shall be subject to the land use classification number of the associated principal use.”

Section 6: That Title 9, Chapter 4, Article B, Section 9-4-22, of the City Code, is hereby amended to include a new definition in alphabetical order to read as follows:

“*Master Planned Community (MPC)*. See Article J.”

Section 7: That Title 9, Chapter 4, Article J, of the City Code, is hereby amended to delete said Article in its entirety and substitute the following:

“**Article J. Master Plan Community**”

Sec. 9-4-161. Purpose and intent; definition; planned unit developments previously approved, constructed and/or and vested under the regulations replaced by this Article J.; planned unit development (PUD) zoning districts previously zoned under the regulations replaced by this Article J., for which there is no vested plan of development.

- (a) The purpose and intent of a master plan community is to provide an alternative to traditional development standards, which is intended to:

- (1) Reduce initial development costs by reducing standard minimum lot size and setback requirements while reserving areas for common use;

- (2) Preserve the character of surrounding neighborhoods and enhance the physical appearance of the area by preserving natural features, existing vegetation, while providing recreational and open areas;
- (3) Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas;
- (4) Promote economical and efficient land use, which can result in smaller networks of public facilities, utilities and streets;
- (5) Provide for an appropriate and harmonious variety of housing and creative site design alternatives;
- (6) Promote energy conservation by optimizing the orientation, layout and design of structures to take maximum advantage of solar heating/cooling schemes and energy conserving landscaping;
- (7) Encourage innovations in residential development so that the growing demands of population may be met by greater variety in type, design and layout of buildings; and
- (8) Provide a procedure that can relate the type, design and layout of development to a particular site and the particular demand for housing and other facilities at the time of development in a manner consistent with the preservation of property values within established residential areas.

(b) For purposes of this article, a master plan community shall be defined as a unified development that meets all of the following:

- (1) Land under common ownership, to be planned and developed as an integral unit;
- (2) A single development or a programmed series of development, including all lands, uses and facilities;
- (3) Is constructed according to comprehensive and detailed plans that include streets, drives, utilities, lots and building sites. Plans for such building locations, uses and their relation to each other shall be included and detailed plans for other uses and improvements of land showing their relation to the buildings shall also be included; and
- (4) Provides for the provision, operation and maintenance of areas, facilities and improvements as shall be required for perpetual common use by the occupants of the master plan community.

(c) Any PUD zoning district development that has received special use permit approval of a land use plan per the former Article J of this chapter prior to December 10, 2009, and such special use permit remains in effect, may continue under the approved special use permit and standards in effect at the time of the special use permit approval. (See also section 9-4-196 of this chapter.)

(d) The owner of any PUD zoning district that has not received special use permit approval of a land use plan per the former Article J of this chapter prior to December 10, 2009, shall be required to file a rezoning request to a zoning district other than PUD within one hundred eighty (180) days of December 10, 2009. Any rezoning filing fee due for rezoning from PUD to an alternative zoning district shall be waived provided the rezoning application is submitted within the one hundred eighty (180) day period

prescribed above. If the owner of the PUD district does not file a rezoning request as provided herein the PUD zoned area will automatically revert, at the expiration of the prescribed one hundred eighty (180) day period, to the zoning district designation in effect prior to the PUD zoning designation.

Sec. 9-4-162. Area; regulation of uses; density; open space; recreation; parking; landscape; density bonus requirements.

(a) *Minimum area requirements.*

- (1) A master plan community shall contain not less than fifty (50) gross acres. Addition to any existing master plan community may be allowed provided such addition meets or exceeds all other applicable requirements. The master plan community shall be included under one (1) land use plan application and each addition to or amendment of such development shall be considered as a revision to the previously approved special use permit. In the case of an addition to or amendment of a previously approved special use permit, the master plan community property owners' association may execute any and all special use permit amendment applications on behalf of the property owners of individual lots subject to such association located within the original master plan community section. No master plan community shall be reduced in area unless the special use permit for such development is amended in accordance with this article provided however, the dedication of public rights-of-way shall not be subject to this requirement.

For purposes of this chapter, the term "gross acres" shall be construed as the total acreage of the master plan community including all lands located within the boundary of the development and any future public street rights-of-way, private street easements, common open spaces, public dedicated and accepted land or land deeded to the city or county per a density bonus option, land acquired by the city for any public purpose, and future building sites located within the boundary of the master plan community. With the exception of future street rights-of-way acquired pursuant to the Greenville Urban Area Thoroughfare Plan, and/or on-site public street improvements required and related to the master plan community, existing street rights-of-way that border the peripheral master plan community boundary at the time of original land use plan submission shall not be included in the gross acre calculation.

- (2) Master plan communities comprising less than seventy five (75) gross acres and/or less than two-hundred fifty (250) dwelling units shall contain residential uses only as set forth in subsection (b)(5) of this section.
- (3) Except as provided under subsection (c)(3) below, master plan communities comprising seventy five (75) gross acres or more and two-hundred fifty (250) or more dwelling units may contain all of the uses permitted by subsections (b)(5) and (b)(6) of this section provided that all designated nonresidential area(s) shall meet all of the following design requirements:

- a. Shall be designed and located with the primary intention of serving the immediate needs and convenience of the residents of the master plan community.
- b. Shall be located on thoroughfare streets included on the Greenville Urban Area Thoroughfare Plan and/or on “minor streets” as defined in section 9-4-168.
- c. Shall not be located within one hundred (100) feet of the peripheral boundary of the master plan community. If any portion of such nonresidential area is located within three hundred (300) feet of any single-family residential property zoned RA-20, R15S, R9S, R6S, or MRS and located outside the peripheral boundary of the master plan community, the nonresidential area and all nonresidential and residential use therein shall be screened by a bufferyard “E” or equivalent screen per Article P of this chapter. The purpose of the bufferyard “E” or equivalent screen shall be to provide a complete visual barrier between said single-family residential zoning district and the nonresidential area at the time of development of the nonresidential area. Screening required pursuant to this subsection may be phased to coincide with development of the nonresidential area provided compliance with the purpose of this subsection. The city council shall approve by condition the location and phasing of the required screen at the time of special use permit approval.
- d. Shall not be developed for any purpose other than as specified under subsection f below until (i) all of the residential lots and/or residential tracts located within the residential designated area(s) have been final platted and (ii) not less than fifty (50) percent of the total number of dwelling units approved for said lots and/or tracts have been constructed and have been issued temporary and/or final occupancy permits. For purposes of this section units or beds in a congregate care facility shall not be included in or count toward the total number of dwelling units.
- e. Plans for nonresidential development and any associated residential uses located on any designated nonresidential area may be submitted and approved following special use permit approval of the land use plan, however no building or other permit shall be issued for any nonresidential area use, including residential use, until the minimum number of dwelling units have been constructed and permitted for occupancy in designated residential areas per subsection d above.
- f. Streets, greenways, sidewalk and bike paths, drainage and utility improvements, public recreation areas and improvements, and public service delivery improvements, buildings or structures shall be permitted within any nonresidential area at any time following special use permit approval of the land use plan, and compliance with applicable subdivision regulations or other required permits for such improvements.

- g. Residential uses located within a nonresidential area shall be subject to the requirements, conditions and restrictions applicable to nonresidential uses.

(b) *Regulation of uses.* Subject to subsection (a) of this section, a master plan community may contain the permitted uses as listed in subsections (5) and (6) below in accordance with the following:

- (1) Such uses shall be subject only to the development standards included in this article unless otherwise noted.
- (2) The listed uses contained in subsections (5) and (6) below are permitted uses within a master plan community, provided compliance with all provision in this article, and no further special use permit approval is required for such uses following approval of the land use plan special use permit for the planned unit development within which said uses are proposed to be located.
- (3) Residential uses shall be permitted in any area designated as either residential and/or nonresidential area if such combined use is indicated upon the approved land use plan, however nonresidential uses shall only be permitted within designated nonresidential areas. Where such combined use is proposed, the number and type of dwelling unit shall be indicated on the land use plan at the time of special use permit application.
- (4) All definitions shall be per Article B of this chapter unless otherwise defined in this article.
- (5) Permitted residential uses:
 - a. Single-family dwelling;
 - b. Two-family attached dwelling (duplex);
 - c. Multi-family development (apartment, condominium and/or townhouse);
 - d. Family care home, subject to 9-4-103;
 - e. Accessory building or use;
 - f. Public recreation or park facility;
 - g. Private recreation facility;
 - h. Church or place of worship;
 - i. Golf course; regulation;
 - j. City of Greenville municipal government building or use subject to 9-4-103;
 - k. Retirement center or home including accessory nursing care facilities (each separate dwelling unit and/or each 5 beds in a congregant care facility shall constitute one (1) dwelling unit for residential development density purposes regardless of location);
 - l. Room renting.
- (6) Permitted nonresidential uses:
 - a. School; elementary subject to 9-4-103;
 - b. School; kindergarten or nursery subject to 9-4-103;

- c. School; junior and senior high subject to 9-4-103;
- d. Child day care facilities;
- e. Adult day care facilities;
- f. Barber or beauty shop;
- g. Office; professional and business not otherwise listed in Article D;
- h. Medical, dental, ophthalmology or similar clinic not otherwise listed in Article D;
- i. Library;
- j. Art gallery;
- k. Grocery; food or beverage, off-premise consumption;
- l. Convenience store (not including principal or accessory auto fuel sales);
- m. Pharmacy;
- n. Restaurant; conventional;
- o. Restaurant; outdoor activities;
- p. Bank, savings and loan or other savings or investment institutions;
- q. City of Greenville municipal government building or use subject to 9-4-103;
- r. Accessory building or use.

(c) *Maximum base density requirements.*

- (1) Residential base density shall not exceed four (4) dwelling units per gross acre of the entire master plan community including both residential and nonresidential areas, except as further provided under the density bonus options contained in section 9-4-162(j). Residential density may be allocated to a designated nonresidential area per subsection (k) of this section provided such designation is noted on the approved land use plan and the dwelling unit density of the residential area is reduced proportionally.
- (2) Except as further provided under subsection (3) below, nonresidential use designated area(s) shall not exceed five (5) percent of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity. Residential development within a designated nonresidential area shall not increase the land area designated as nonresidential.
- (2) Nonresidential use designated areas that are located entirely within a water supply watershed (WS) overlay district shall not exceed twenty (20) percent of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity, provided compliance with all of the following:
 - a. The master plan community shall contain not less than one hundred (100) gross acres.
 - b. The total number of approved single-family, two-family attached (duplex) and/or multi-family dwelling units located within the master planned community shall equal or exceed three hundred (300) total dwelling units. For

purposes of this requirement, units or beds in a congregate care facility shall not be included in or count toward the total number of dwelling units.

- c. The nonresidential area and development therein shall be subject to the water supply watershed (WS) overlay district standards as set forth under section 9-4-197 of this chapter.
- d. If any portion of any nonresidential designated area is located outside the water supply watershed (WS) overlay district all nonresidential use designated area(s) shall not exceed five (5) percent of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity.

(d) *Open space requirements.*

- (1) A master plan community shall reserve not less than twenty five (25) percent of the gross acreage as common open space.
- (3) Except as otherwise provided, such open space area shall not be used as a building site or be utilized for any public street right-of-way or private street easement, private driveway or parking area or other impervious improvement.
- (4) A minimum of one-third (1/3) of the required open space shall be contained in one (1) continuous undivided part, except for the extension of streets. For purposes of this requirement, such open space areas shall not measure less than thirty (30) feet in width at the narrowest point.
- (5) Not more than twenty five (25) percent of the required open space shall lie within any floodway zone.
- (6) If developed in sections, the open space requirements set forth herein shall be coordinated with the construction of dwelling units and other facilities to insure that each development section shall receive benefit of the total common open space. A final subdivision plat shall be recorded in the Pitt County Register of Deeds which clearly describes the open space(s) and conditions thereof, prior to the issuance of any building permit(s).
- (7) Such open space area shall be legally and practically accessible to the residents of the development, or to the public if so dedicated.
- (8) Such open space area shall be perpetually owned and maintained for the purposes of this article by a property owners' association or, if accepted by the city, dedicated or deeded to the public.
- (9) Streets, private drives, off-street parking areas and structures or buildings shall not be utilized in calculating or counting towards the minimum common open space

requirement; however, lands occupied by public and/or private recreational buildings or structures, bike paths and similar common facilities may be counted as required open space provided such impervious surfaces constitute no more than five (5) percent of the total required common open space.

- (9) In the designation and approval of common open space, consideration shall be given to the suitability of location, shape, character and accessibility of such space. The location and arrangement of any common open space(s) shall be subject to city council approval.

(e) Recreation space requirement.

- (1) A minimum of twenty five (25) percent of the required gross common open space in a master plan community shall be developed for active recreational purposes. For purposes of this section, “active recreation” shall include, but not be limited to, tennis courts, swimming pools, ball fields, fitness courses, and the like.
- (2) The city council may rely on the advice of the Director of Recreation and Parks concerning the suitability of proposed “active recreation” facilities.

(f) Dedication of open space, park lands and greenways.

- (1) If any portion of the area proposed for a master plan community lies within an area designated in the officially adopted greenway master plan as a greenway corridor, the area so designated shall be included as part of the area set aside to satisfy the open space requirements of this section. The area within such greenway corridor shall be dedicated and/or reserved to the public at the option of the city.
- (2) Where land is dedicated to and accepted by the city for open space, park and recreation purposes and/or greenways, such lands may be included as part of the gross acreage, open space and/or recreation space requirement of this article.
- (3) Approved master plan community shall not be subject to any recreation and/or open space requirement of the subdivision and/or zoning regulations not otherwise included in this chapter.

(g) Off-street parking requirement.

- (1) Parking requirements shall be in accordance with Article O of this chapter.

(h) Bufferyard setbacks and vegetation requirements for site developments, parking lots and drives.

- (1) Bufferyard setbacks shall be in accordance with Article G of this chapter.
- (2) Vegetation requirements shall be in accordance with Article P of this chapter.

(i) *Driveways.*

- (1) Driveways shall be in accordance with Title 6, Chapter 2, Streets and Sidewalks of the Greenville City Code.

(j) *Residential density bonus provisions and standards.* A residential density bonus rounded to the nearest whole number and not to exceed a total of two hundred (200) percent – (8 units per gross acre) – over the allowable base density as set forth in section 9-4-162(c) may be approved by the city council in accordance with the standards for allowing density bonuses listed below. The applicable requirements of section 9-4-167(c), preliminary plat-site plan requirements, shall be indicated on the land use plan in sufficient detail to enable the city council to evaluate such density bonus proposals. Regardless of the density bonus provision satisfied or approved, the total residential density of any master plan community shall not exceed twelve (12) dwelling units per gross acre.

- (1) *Common open space.* Increasing the common open space area by twenty (20) or more percent above the required common open space provisions (i.e. to forty five (45) percent or more) shall allow a bonus of fifty (50) percent – (2 total units per gross acre) – above the base density of a master plan community.

- (2) *Bike paths/greenway systems.* The provision of a constructed system of bike paths/pedestrian greenways that form a logical, safe and convenient system of access to all dwelling units, interior project facilities or principal off-site pedestrian destinations shall qualify for a density bonus. Such facilities shall be appropriately located, designed and constructed with existing topography, land form, and vegetation in accordance with the Greenway Master Plan requirements and other amenities associated with the master plan community. The density bonus allowed under this provision shall be twenty five (25) percent – (1 total unit per gross acre) – above the base density of a master plan community.

- (10) *Solar access.* Where the design of a master plan community provides sixty (60) percent of dwelling units, proper solar access in order that those dwelling units maximize solar energy systems for heating and cooling purposes, a density bonus of fifty (50) percent – (2 total units per gross acre) – above the base density of a master plan community shall be allowed provided the design of the master plan community meets the following:

- a. The master plan community shall be designed so that the buildings shall receive sunlight sufficient for using solar energy systems for water heating and/or space heating and cooling. Building and vegetation shall be sited with respect to each other and the topography of the site so that maximum unobstructed sunlight reaches the south wall or rooftop of the designated units employing the solar heating/cooling systems including active and/or passive systems; and

- b. The following criteria in addition to other design elements shall be evaluated in determining proper site design for the active and/or passive solar system utilized:
 1. Site selection;
 2. Street pattern;
 3. Lot orientation;
 4. Building orientation;
 5. Building design;
 6. Existing and proposed vegetation; and
 7. Shadow patterns.
 - c. The city council may rely on the advice of Greenville Utilities Commission, or designated agent, in the evaluation of this density bonus option.
- (4) *One Hundred (100) acres or more development.* Where a master plan community land use plan consists of one hundred (100) gross acres or more a density bonus of seventy five (75) percent – (3 total units per gross acre) – above the base density of a master plan community shall be allowed. To qualify for this density bonus, additions to an existing master plan community must be approved as an amendment to the land use plan of the master plan community to which attached.
- (5) *Community facilities.* Voluntary dedication or fee simple gift of public facility property (minimum of 1 acre per facility lot) for unrestricted use by the city for public service delivery, including fire and rescue and police stations and the like, shall allow a density bonus of twenty five (25) percent – (1 total unit per gross acre) – above the base density of a master plan community for each separate one (1) acre facility lot desired by and accepted by the city. The City Manager shall be authorized to make determinations on this matter provided however the city shall not be obligated to construct any public facility upon said property and the density bonus allowed under this section shall be allowed whether or not the facility is constructed.
- (6) *Public school site.* Voluntary dedication or fee simple gift of a public school property site (minimum of 20 acre per property site) for unrestricted use by the Pitt County School Board shall allow a density bonus of seventy five (75) percent – (3 total units per gross acre) – above the base density of a master plan community for each separate twenty (20) acre facility lot desired and accepted by the county. The County Manager shall be authorized to make determinations on this matter provided however Pitt County or Pitt County School Board shall not be obligated to construct any public facility upon said property and the density bonus allowed under this section shall be allowed whether or not the facility is constructed. Public school sites acquired under this section shall be utilized only for a public school or open space and shall not be utilized for any residential or nonresidential purpose or any remotely located school recreation, parking or other facility unless such site is removed from the master plan community land use plan by amendment and in accordance with the requirements of this article.

- (7) *Public transit facilities.* The provision of fully functional public transit stops, including base pads, seating, foul weather enclosure and roofs, and vehicle turnouts at convenient locations for pedestrian and vehicle access shall qualify for a density bonus, except as otherwise provided. The number of transit stops, their location and design shall be subject to the approval of the City Engineer. If located outside the public right-of-way such transit stops and constructed facilities shall be located on land dedicated or deeded to the city or included within an easement dedicated for such purpose, if accepted by the city. The density bonus allowed under this provision shall be twelve and one-half (12.5) percent – (1/2 total unit per gross acre) – above the base density of a master plan community. If the city engineer determines that the proposed number of transit stops, their location and design is not in the best interest of the city no density bonus shall be allowed under this section.
- (8) *Affordable housing.* The provision of affordable rental and/or unit ownership housing including detached and attached dwellings shall qualify for a density bonus. Each density bonus qualified unit allowed under this section shall be devoted to an affordable housing options listed in subsection a. and/or b. below. The density bonus allowed under this provision shall be seventy five (75) percent – (3 total units per gross acre) – above the base density of a master plan community.
- a. Rental affordable housing. Each bonus qualified rental affordable housing dwelling shall be constructed under and utilize the State of North Carolina’s Low Income Rental Tax Credit Program administered by North Carolina Housing Finance Agency, or similar and equivalent program.
 - b. Unit ownership housing. Each bonus qualified unit ownership affordable housing dwelling shall be constructed under and utilize a State of North Carolina Low Income Home Ownership Production Program administered by North Carolina Housing Finance Agency, or similar and equivalent program.
- (k) *Combination of use.* Combination of use shall only be permitted in areas designated as “nonresidential” on the approved land use plan. Residential and nonresidential uses may be approved to be located on the same lot and in the same structure provided such combined uses individually comply with all standards applicable to each uses. Where residential and nonresidential uses are located in the same structure the more restrictive requirements and regulations shall apply to all common structures.

Sec. 9-4-163. Master plan community; residential uses dimensional standards.
(See also section 9-4-162(k) Combination of use)

- (a) *Lot area.* The lot area for each detached single-family dwelling shall be no less than four thousand (4,000) square feet.
- (b) *Lot width.* No minimum lot width for detached single-family dwelling, however, all lots shall contain a building site of like design and area to other lots within the common

development. Lot width for each attached dwelling unit shall be not less than sixteen (16) feet. For purposes of this section, "lot width" shall include condominium unit width.

(c) *Lot frontage.* Forty (40) feet, except on the radius of a cul-de-sac where such distance may be reduced to twenty (20) feet.

(d) *Public or private street setback.* Except as further provided, no principal or accessory structure shall be closer than twenty (20) feet to a public street right-of-way or private street easement. Detached single-family dwellings shall be setback not less than fifteen (15) feet from a public street right-of-way or private street easement or as further provided herein.

(e) *Minimum side yard.* The side yard area required for detached single-family and two-family attached dwellings may be subject to section 9-4-165 (zero (0) lot line) or not less than twelve (12) feet, provided however, that no detached single-family or two-family attached structure shall be located on more than one (1) exterior side lot line.

Detached single-family and two-family attached dwellings which do not utilize the provisions of section 9-4-165 (zero (0) lot line) and are not located adjacent to a structure or lot subject to section 9-4-165 (zero (0) lot line) shall maintain a minimum side setback of not less than six (6) feet.

The side yard area required for attached units shall be subject to the applicable provisions of section 9-4-165 (zero (0) lot line) provided the end unit of an attached building group containing three (3) or more units is not less than sixteen (16) feet from an adjacent property line or building.

(f) *Minimum rear yard.* Except as further provided, the rear yard area required for detached or attached dwelling units shall be subject to section 9-4-165 (zero (0) lot line) or not less than twenty (20) feet. Detached single-family dwellings shall be subject to section 9-4-165 (zero (0) lot line) or not less than twelve (12) feet.

(g) *Building separation.* Building separation within group developments containing two (2) or more principal structures on one (1) lot of record shall be subject to the following:

(i) No portion of a principal structure front or rear building wall elevation shall be located less than forty (40) feet from an adjacent principal structure front or rear building wall elevation as measured at ninety (90) degrees.

(ii) No portion of a principal structure side building wall elevation shall be located less than twenty (20) feet from an adjacent principal structure as measured at ninety (90) degrees.

(iii) No portion of any principal structure shall be located less than sixteen (16) feet from any other principal structure as measured to the closest point.

(iv) Architectural extensions including, but not limited to, bay windows, chimneys, open porches and decks, roof overhangs and balconies shall not be considered in calculating building separation provided such encroachments are not more than three (3) feet.

(h) *Maximum height.* No structures or buildings having a zero (0) side and/or rear setback in accordance with section 9-4-165 shall exceed thirty five (35) feet in height above the property grade.

Structures or buildings not having a zero (0) side and/or rear setback in accordance with section 9-4-165 shall not exceed thirty five (35) feet in height above the property grade unless the required setbacks and building separations are increased one (1) foot for each one (1) foot or fraction thereof of building height in excess of thirty five (35) feet.

(i) *Periphery boundary setback and vegetation requirement* No portion of a master plan community including accessory structures, parking areas or required yards shall be located less than sixty (60) feet from the peripheral boundaries of the master plan community. The peripheral boundary setback area shall be left in its natural vegetative state or shall be landscaped in accordance with the screening requirements for a bufferyard “C” classification as specified in Article P of this chapter. Where the natural vegetation does not meet the minimum bufferyard “C” requirements then additional vegetation shall be installed as a condition of development prior to occupancy of dwellings or units within the respective section or phase. Public dedicated and accepted recreation and park land may encroach into the peripheral boundary setback.

(j) *Additional attached dwelling transition setback.* The following scale shall be utilized in the calculation of the minimum building setback, in addition to the periphery boundary setback as specified above, between proposed attached dwelling units including their accessory structures and existing single-family zoning districts or other predominantly single-family development as defined herein that border the master plan community. For purposes of this subsection, “other predominantly single-family development” shall be that area within one hundred (100) feet of the external boundary of the master plan community district in which fifty (50) percent or more of the conforming land uses are single-family residential.

Number of Units per Building	Additional Setback (Feet)
2	20
3--5	40
6--10	60
11 or over	80

(k) *Recreation area setback.* No portion of an active private recreation area shall be located within one hundred (100) feet of the external boundary of the master plan community. Public recreation areas or park land dedicated or deeded to the city shall not be subject to any external boundary setback and may be located in the peripheral boundary setback area.

(l) *Transition area setback.* Where a master plan community adjoins or borders an existing single-family zoning district or other predominantly single-family development sharing common

frontage on the same or opposite side of a public or private street, the minimum right-of-way and/or easement setback requirement of said single-family zone or development shall be utilized for the entire opposite frontage and two hundred (200) feet from such common border along such street. For purposes of this subsection, “other predominantly single-family development” shall be that area within one hundred (100) feet of the external boundary of the master plan community in which fifty (50) percent or more of the conforming land uses are single-family residential. For purposes of this section, the minimum setback requirement along any common intersecting street may transition from the minimum right-of-way and/or easement setback requirement of the adjoining single-family zone or development to the minimum setback requirement specified under section 9-4-163(d).

(m) *Building length.* No continuous unit or series of attached units shall exceed a combined length of two hundred and sixty (260) feet. Where a continuous unit or series of units is separated by an attached and enclosed common area or enclosed community facility structure utilized for recreation, food delivery (cafeteria), assembly, and the like, the “building length” measurement shall not include the attached and enclosed common area or enclosed community facility. Portions of buildings separated by an enclosed common area or enclosed community facility shall be considered as separated for purposes of this section (m).

(n) *Storage area required.* Every dwelling unit shall provide private storage in the amount of ten (10) percent of the gross habitable floor area. The living area including closets and attics shall not count toward the required private storage area. Such storage area shall be provided in the form of attached utility rooms, detached accessory structures, and/or private yard area available for such future use or otherwise as approved by the city council. This section shall not apply to congregate care facilities.

(o) *Accessory structure requirements.*

- (1) Shall not be located within any front yard.
- (2) Detached accessory structures which are constructed with a one (1) hour fire rated assembly as required by the North Carolina State Building Code, as amended, shall not be located less than five (5) feet from any principal structure. It shall be the responsibility of the property owner to demonstrate compliance with this section. Detached accessory structures that are not constructed with a one (1) hour fire rated assembly shall not be located less than ten (10) feet from any principal structure. No detached accessory structure shall be located less than five (5) feet from any other detached accessory structure located on the same lot.
- (3) Shall not cover more than twenty (20) percent of any side yard or rear yard.
- (4) The side or rear yard requirement for attached and detached accessory structures shall be subject to the provisions of section 9-4-165 (zero (0) lot line) or not less than five (5) feet.

(5) Satellite dish antennae and swimming pools shall comply with the applicable provisions of Article F, Dimensional standards.

(6) For purposes of this section any accessory structure attached to a principal structure shall be subject to the setback requirements of the principal structure.

(p) Residential trash/garbage/recycle containers.

(1) No container pad shall be located closer than twenty (20) feet to any dwelling unit;

(2) Each container pad required to service the development shall be located within two hundred (200) feet of the residential units such container is intended to serve;

(3) Container pads shall be enclosed on three (3) sides by a complete visual screen consisting of a fence, vegetation, berm, wall or combination thereof; and

(4) Shall be in accordance with Title 6, Chapter 3, Garbage and Refuse Collection and Disposal, of the Greenville City Code.

(q) Setback exemption. Except as further provided, minimum non-screening bufferyard “B” setbacks set forth under section 9-4-119, and/or minimum street right-of-way building setbacks may be reduced by up to ten (10) percent, at the option of the owner, where such reduction is necessary to retain an existing ten (10) inch plus caliper large tree, provided: (i) such tree is determined, by the director of community development or his designated representative, to be either natural growth (seedling) vegetation or that such tree has been in existence for not less than twenty (20) years at the current location, otherwise previously transplanted trees shall not qualify for purposes of this section, (ii) that such reduction is indicated upon an approved site plan; including the location, type and caliper of the subject tree, and the building separation and future no-build zone as further described, (iii) that a building to tree trunk separation of not less than ten (10) feet is maintained at the time of initial construction, (iv) no new future buildings, expansions or additions to existing buildings, or other impervious areas including parking areas and/or drives, shall be allowed to encroach into a designated future no-build zone, described as a ten (10) foot radius from the center of the trunk of the retained tree, and (v) a six (6) inch or greater caliper large tree shall be substituted in replacement of any dead or diseased tree qualified under this requirement, at the location of the removed tree, within sixty (60) days of removal of the tree by the owner or within said period following notice by the city. The setback reduction allowance shall not apply to single-family and two-family attached (duplex) development or associated accessory structures.

(r) When both residential and nonresidential uses are included in one common structure the more restrictive requirements shall apply to the entire structure.

Sec. 9-4-164. Master plan community; nonresidential use dimensional standards. (See also section 9-4-162(k) Combination of use)

(a) *Lot area.* No minimum.

(b) *Lot width.* No minimum.

(c) *Public or private street setback.* No principal or accessory structure shall be closer than twenty (20) feet to a public street right-of-way or private street easement.

(d) *Minimum side yard.* Fifteen (15) feet.

(e) *Minimum rear yard.* Twenty (20) feet.

(f) *Height.* No structure or building shall exceed thirty five (35) feet in height above the property grade.

(g) *Building separation.* No structure or building shall be located within twenty (20) feet of any other structure or building.

(h) *Nonresidential condominium or townhouse type development.* Shall be subject to the applicable provisions of section 9-4-165 (zero (0) lot line), provided the overall structure meets the side, rear and public or private street setbacks as provided by this subsection.

(i) *Accessory structure requirement.* Shall be in accordance with principal building setbacks.

(j) *Nonresidential trash/garbage/recycle container requirements.*

(1) Container pads shall be enclosed on three (3) sides by a complete visual screen consisting of a fence, vegetation or combination thereof.

(2) Shall be in accordance with Title 6, Chapter 3, Garbage and Refuse Collection and Disposal, of the Greenville City Code.

(k) *Setback exemption.* The minimum non-screening bufferyard "B" setbacks set forth under section 9-4-119, and/or minimum street right-of-way building setback may be reduced by up to ten (10) percent, at the option of the owner, where such reduction is necessary to retain an existing ten (10) inch plus caliper large tree, provided: (i) such tree is determined, by the director of community development or his designated representative, to be either natural growth (seedling) vegetation or that such tree has been in existence for not less than twenty (20) years at the current location, otherwise previously transplanted trees shall not qualify for purposes of this section, (ii) that such reduction is indicated upon an approved site plan; including the location, type and caliper of the subject tree, and the building separation and future no-build zone as further described, (iii) that a building to tree trunk separation of not less than ten (10) feet is maintained at the time of initial construction, (iv) no new future buildings, expansions or additions to existing buildings, or other impervious areas including parking areas and/or drives, shall be allowed to encroach into a designated future no-build zone, described as a ten (10) foot radius from the center of the trunk of the retained tree, and (v) a six (6) inch or greater caliper large tree shall be substituted in replacement of any dead or diseased tree qualified under this

requirement, at the location of the removed tree, within sixty (60) days of removal of the tree by the owner or within said period following notice by the city.

(l) When both residential and nonresidential uses are included in one common structure the more restrictive requirements shall apply to the entire structure.

Sec. 9-4-165. Zero side or rear yard setbacks for detached and attached buildings or structures.

(a) A zero side or rear yard setback where the side or rear building line is on the side or rear lot line as permitted herein, may be permitted, subject to the following provisions:

- (1) Any wall, constructed on the side or rear lot line shall be a solid door less and windowless wall. Such wall shall contain no electrical, mechanical, heating, air conditioning or other fixtures that project beyond such wall. If there is an offset of the wall from the lot line, such offset shall be subject to the provisions of section 9-4-163 and/or section 9-4-164. Roof eaves may encroach two (2) feet into the adjoining lot;
- (2) A five-foot maintenance and access easement with a maximum eave encroachment easement of two (2) feet within the maintenance easement shall be established on the adjoining lot and shall assure ready access to the lot line wall at reasonable periods of the day for normal maintenance;
- (3) No two (2) units or structures shall be considered attached unless such units or structures share a five-foot common party wall; and
- (4) Common party walls of attached units shall be constructed in accordance with the North Carolina State Building Code, G.S. Chapter 47C (North Carolina Condominium Act) and other applicable requirements.

Sec. 9-4-166. Special use permit; application, land use plan, preliminary plat-site plan and final plat requirements.

(a) *Application.* An application for a special use permit to develop a specific master plan community shall only be considered when the development property is zoned to a district that permits such special use option. See Article D, Section 9-4-78(f)(2) of this chapter for applicable districts.

- (1) *Criteria.* In addition to other considerations, the following may be utilized by the city council in evaluation of a special use permit pursuant to G.S. 160A-388(a):
 - a. That the proposed population densities, land use and other special characteristics of development can exist in harmony with adjacent areas;
 - b. That the adjacent areas can be developed in compatibility with the proposed master plan community; and

- c. That the proposed master plan community will not adversely affect traffic patterns and flow in adjacent areas.

(b) *Land use plan.* All applications for approval of a master plan community special use permit shall be accompanied by a land use plan prepared by a registered engineer or surveyor, submitted in accordance with section 9-5-44 of the subdivision regulations for preliminary plats and which shall include but not be limited to the following:

- (1) The numbers and types of residential dwelling units including density and density bonus options proposed within each section and the delineation of nonresidential areas;
- (2) Planned primary and secondary traffic circulation patterns showing proposed and existing public street rights-of-way and private street easements;
- (3) Common open space and recreation areas to be developed or preserved in accordance with this article;
- (4) Minimum peripheral boundary, transition area, and site development setback lines;
- (4) Proposed water, sanitary sewer, storm sewer, natural gas and underground electric utilities and facilities to be installed per Greenville Utilities Commission and City standards;
- (4) The delineation of areas to be constructed in sections, showing acreage;
- (5) Water supply watershed overlay district delineation;
- (6) Regulated wetlands delineation;
- (7) Boundary survey of the tract showing courses and distances and total acreage, including zoning, land use and lot lines of all contiguous property;
- (8) Existing vegetation, indicating all trees having a diameter of twenty four (24) inches or more that are located within future disturbance areas of building sites;
- (9) Flood hazard areas including base flood elevations;
- (10) Topographic contours at a maximum of two-foot intervals showing existing grades;
- (11) Site data including vicinity sketch, north arrow, engineering scale ratio, title of development, date of plan, name and address of owner/developer and person or firm preparing the plan;
- (12) Traffic impact analysis prepared by a qualified traffic engineer;

(13) Any other information as may be required by the city council; and

(14) Copies of or statements addressing the following:

- a. Statements addressing any declarations of covenants, conditions or restrictions which create a property owners' association for the perpetual ownership and maintenance of all common open space and other areas including, but not limited to, recreation areas, private streets, parking areas, landscaping and the like. A private facilities maintenance analysis to determine actual costs of maintenance of such common facilities may be required by the city council in order to assess the feasibility of such private maintenance;
- b. Statements addressing any proposed declarations to be recorded pursuant to the North Carolina Condominium Act (G.S. Chapter 47C);
- c. Statements addressing proposed encroachment and maintenance easements concerning zero (0) lot line building walls;
- d. Names, indicated upon the map, of all property owners who own property within one hundred (100) feet of the proposed development including tax parcel numbers as listed upon the tax records of Pitt County at the time of submission of the special use permit application;
- e. The deed book and page number(s) showing fee simple title of all property within the master plan community as listed in the Pitt County Register of Deeds; and
- f. Statements addressing the "required findings" as set forth in section 9-4-166(f)(1)(e).

(c) *Preliminary plat-site plan requirements.* After approval of the land use plan special use permit as set forth herein, the developer shall submit the following according to the approved schedule of development:

- (1) All information required by and in accordance with Title 9, Chapter 5, Subdivisions, of the Greenville City Code for submission of preliminary plats;
- (2) Where zero (0) lot line options as provided under section 9-4-165 are proposed, the building area for such lots shall be indicated on the plat.

(d) *Final plat requirements.* After approval of the preliminary plat as set forth herein, the developer shall submit the following according to the approved schedule of development:

- (1) All information required and in accordance with Title 9, Chapter 5, Subdivisions of the Greenville City Code for submission of final plats;

- (2) Where zero (0) lot line setbacks are proposed, the building area for such lots shall be indicated.
- (3) A final plat shall be recorded for the purpose of creating a boundary lot or tract for the entire master plan community prior to the approval of any separate final plat for any section and prior to the issuance of any permit for development in any section or phase located within the common project. The purpose of this requirement is to establish a permanent boundary for the master plan community project and to obtain any dedications of land, easements, opens spaces and/or right-of-ways necessary to insure compliance with this article. As individual section or phases within the boundary lot or tract are final platted the area outside the section or phase shall be labeled and referenced as “future development area” for the approved master plan community.

(e) *Site plans for specific developments.* Site plans for specific developments shall be reviewed in accordance with Article R of this chapter.

(f) *Procedure; required review and special use permit approval.*

- (1) *Land use plan; special use permit.* The applicant for a special use permit to develop a specific master plan community shall submit all information as required herein to the director of community development forty (40) working days prior to the scheduled city council public hearing.
 - a. Contents. All information as required by Section 9-4-166(b), Land use plan.
 - b. Supplemental information. The land use plan may include, at the option of the applicant, other additional information and details in support of the petition and/or voluntary conditions of approval including additional landscaping, setbacks, buffers, screening, specific building design and arrangement, or other site improvements or proposed facilities. Supplemental information offered by the applicant shall constitute a condition of approval of the special use permit if approved.
 - c. The city council shall hold a public hearing to review the special use permit application. The city council may in its discretion attach reasonable conditions to the plan to insure that the purposes of the master plan community can be met.
 - d. The city council may in its discretion attach conditions to the plan that exceed the minimum standards as set forth herein when it is found that such conditions are necessary to insure that the proposed master plan community will be compatible with adjacent areas.
 - e. *Required findings.* Prior to approval of a special use permit, the city council shall make appropriate findings to insure that the following requirements are met:

1. That the property described was, at the time of special use permit application, zoned to a district that allows master plan community subject to special use permit approval as provided by Title 9, Chapter 4, Article J, of the Greenville City Code.
2. That the applicant for a special use permit to develop the master plan community is the legal owner, and/or representative in the case of a property owners' association, of the subject property.
3. That those persons owning property within one hundred (100) feet of the proposed master plan community as listed on the current county tax records were served notice of the public hearing by first class mail in accordance with applicable requirements.
4. That notice of a public hearing to consider the master plan community special use permit was published in a newspaper having general circulation in the area, as required by law.
5. That master plan community meets all required conditions and specifications of the zoning ordinance for submission of a master plan community special use permit.
6. That master plan community has existing or proposed utility services which are adequate for the population densities as proposed.
7. That the master plan community is properly located in relation to arterial and collector streets and is designed so as to provide direct access without creating traffic which exceeds acceptable capacity as determined by the city engineer on streets in adjacent areas outside the master plan community.
8. That the master plan community is in general conformity with Horizons: Greenville's Community Plan.
9. That the total development, as well as each individual section of the master plan community can exist as an independent unit capable of creating an environment of sustained desirability and stability.
10. That the master plan community will not adversely affect the health and safety of persons residing or working in the neighborhood of the proposed development and will not be detrimental to the public welfare if located and developed according to the plan as submitted and approved.
11. That the master plan community will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood or in the alternative, that the use is a public necessity.

12. That the location and character of the master plan community, if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located.
- f. Notice; publication. Notice of the city council public hearing shall be given in the same manner as for amendments to the zoning ordinance.
 - g. Notice; adjoining property owners. Notice of the city council public hearing shall be delivered by first class mail to all owners of property within one hundred (100) feet of the external property boundaries of the proposed master plan community. Such notice shall be postmarked not less than twenty (20) calendar days prior to the date of the public hearing. Failure to notify all owners shall not affect the validity of the action provided due diligence has been exercised in the attempts to provide notice.
 - h. Action by city council. The city council shall act on the special use permit application by one of the following:
 1. Approve the application as submitted;
 2. Approve the application, subject to reasonable conditions or requirements;
 3. Table or continue the application; or
 4. Deny the application.
 - i. Binding effect. If approved, the special use permit shall be binding upon the applicant, successor and/or assigns.
 - j. Voting. A majority vote of members of the city council in favor of any special use permit application shall be required for approval. For purposes of this subsection, vacant positions in the city council and council members who are disqualified from voting on a quasi-judicial matter shall not be considered as “members of the city council” for calculation of the requisite majority.
 - k. Appeals from city council action. Decisions of the city council on action taken concerning any special use permit to establish a master plan community shall be subject to review as provided by law.
 - l. Records and files of special use permit applications, actions and approvals. Records and files of special use permit applications, actions and approvals for each master plan community land use plan shall be maintained in the City of Greenville Community Development Department. Such records and files shall be available for public inspection during regular working hours in accordance with applicable law. The original order granting the special use permit and minutes of the public hearing shall be maintained by the City Clerk.
- (2) *Preliminary plat-site plan.* After approval of the land use plan special use permit as provided herein or in conjunction therewith, the developer shall submit all

information as required below to the director of community development, or authorized agent, not less than twenty (20) working days prior to the scheduled planning and zoning commission meeting:

- a. The preliminary plat-site plan shall be reviewed and administered pursuant to the provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code for preliminary plats;
 - b. Contents. All information as required by section 9-4-166(c) preliminary plat-site plan requirements;
 - c. The planning and zoning commission shall review and approve the submitted preliminary plat-site plan provided such is in conformance with the approved land use plan and the provisions of this article; and
 - d. No building permit shall be issued for any construction within any master plan community until a preliminary plat-site plan has been approved in accordance with the provisions of this article. Building permits may be issued in accordance with the applicable provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code.
- (3) *Final plat.* After approval of the preliminary plat-site plan as provided herein, the developer shall submit all information as required below to the director of community development, or authorized agent, not less than ten (10) working days prior to the scheduled subdivision review board meeting:
- a. The final plat shall be reviewed and administered pursuant to the provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code for final plats;
 - b. The final plat shall contain all information as required by section 9-4-166(d), final plat requirements;
 - c. The subdivision review board shall review and approve the final plat provided such plat conforms to the approved preliminary plat-site plan; and
 - d. No building permit shall be issued within any master plan community until a final plat and all covenants, restrictions, easements, agreements or otherwise for such development or section thereof has been recorded in the Pitt County Register of Deeds.

Sec. 9-4-167. Site design criteria; general.

(a) *Site planning; external relationship.* Site planning in the proposed development shall provide protection of the development from potentially adverse surrounding influences and protection of surrounding areas from potentially adverse influences of the development.

Consideration will be given to the location of uses, type of uses, open space, recreation areas, street design and arrangement in the evaluation of the development and its relationship with the surrounding areas.

(b) *Site planning; internal relationship.*

- (1) *Service and emergency access.* Access and circulation shall be adequately provided for firefighting apparatus and equipment, public and private service delivery vehicles, and garbage and refuse collection.
- (2) *Utilities.* Proposed utilities shall be adequate to serve the proposed development and such utilities shall be extended to adjacent property if it is determined to be in the interest of the city.
- (3) *Pedestrian circulation.* A pedestrian circulation system is encouraged in such development. Walkways for pedestrian use shall form a logical, safe and convenient system of access to all dwelling units, project facilities and principal off-site pedestrian destinations. Walkways to be used by substantial numbers of children as routes to schools, play areas or other destinations shall be so located and safeguarded as to minimize contact with normal automobile traffic. Street crossings shall be held to a minimum. Such walkways, where appropriately located, designed and constructed, may be combined with other easements and used by emergency or public service vehicles, but not be used by other automobile traffic. In addition, bike paths may be incorporated into the pedestrian circulation system and are to be encouraged in such developments.
- (4) *Open spaces.* Common open space shall be proportionally distributed throughout the master plan community and shall be accessible to all the residents via a coordinated system of streets, sidewalks, improved greenways and pedestrian and bicycle paths.
- (5) *Natural Areas.* Natural vegetated areas and environmentally sensitive areas shall be preserved to the greatest extent possible. Such areas shall be incorporated into common open spaces and shall not be included as part of future building sites.
- (6) *Thoroughfares.* Where an existing or proposed public thoroughfare included on the approved Greenville Urban Area Thoroughfare Plan is adjacent to or within the proposed master plan community, plans for the master plan community project will reflect said thoroughfares in a manner conducive to good transportation planning. Existing and future thoroughfares shall be provided for in accordance with current policies for the protection of rights-of-way and construction of thoroughfares within the City of Greenville.

Sec. 9-4-168. Street design criteria.

(a) For the purposes of a master plan community, three (3) types of streets shall be utilized to provide internal access to the development. The three (3) types of streets are defined as:

- (1) *Minor street*. Distributors within the master plan community that provide linkage with major streets outside the master plan community;
- (2) *Marginal access street*. Those streets which connect with minor streets to provide access to individual buildings within the master plan community; and
- (3) *Private street*. Those streets that provide access to individual buildings within the master plan community pursuant to section 9-4-168(c).

(b) The street design of all master plan communities shall be in conformance with Title 9, Chapter 5, Subdivisions of the Greenville City Code, the Manual of Standards, Designs and Details, and Horizons: Greenville's Community Plan.

(c) Upon approval of the planning and zoning commission, interior roads may be allowed to be constructed as private streets, subject to the requirements of Title 9, Chapter 5, Subdivisions, of the Greenville City Code. Where such private streets are allowed, a property owners' association shall perpetually maintain such private streets in suitable conditions and state of repair for the city to provide normal delivery of services, including but not limited to, garbage pickup, police and fire protection. If at any time such private streets are not maintained by the property owners' association and travel upon them becomes or will be hazardous or inaccessible to city service or emergency vehicles, the city may cause such repairs after a reasonable period of notification to the property owners' association. In order to remove safety hazards and ensure the safety and protection for the development, the city may assess the cost of such repairs to the property owners' association. The city shall have no obligation or responsibility for maintenance or repair of such private streets as a result of the normal delivery of services or otherwise by the city or others using such streets. No private street(s) shall be allowed unless a property owners' association is established for the purpose of providing for and perpetually maintaining such streets. All private streets shall be dedicated to the city as utility easements. Where a private street serves only one lot under separate ownership the property owner of such lot shall assume all responsibilities, duties and liabilities of a property owners' association under this section.

Sec. 9-4-169. Utility services; maintenance of private facilities.

(a) Where utility facilities are provided on private property, the following shall apply:

- (1) Where utility lines, valves, fire hydrants or other utility apparatus are installed by the property owner and/or developer, and such improvements are required to be maintained by the property owners' association or property owner, the city and/or Greenville Utilities Commission may cause such apparatus to be repaired or replaced upon its continued disrepair and after a reasonable period of notification to the property owner. In order to remove safety hazards and ensure the safety and protection for the development, the city may assess the cost of such repairs or replacement to the property owner or the property owners' association.

Sec. 9-4-170. Amendment to land use plan special use permit.

(a) *Minor changes.* Amendments to the approved land use plan special use permit that in the opinion of the director of community development do not substantially change the concept of the master plan community as approved may be allowed by administrative action of the director of community development or authorized agent. Such minor changes may include, but are not be limited to, small site alterations such as realignment of streets and relocation of utility lines due to engineering necessity. The owners shall request such amendment in writing, clearly setting forth the reasons for such changes. If approved, the land use plan shall be so amended by administrative action of the director of community development or authorized agent prior to submission of any preliminary plat-site plan application involving or affecting such amendment. Appeal from the decision of the director of community development may be taken to the city council within thirty (30) days of the administrative action.

(b) *Major changes.* Amendments to the approved land use plan that in the opinion of the director of community development do in fact involve substantial changes and deviations from the concept of the master plan community as approved shall require review and approval pursuant to section 9-4-166(f). Such major changes shall include but not be limited to increased density, change in street pattern, change in land use, location of land uses, open space or recreation space location or area, and condition(s) of city council approval. Appeal from the decision of the director of community development may be taken to the city council within thirty (30) days of the administrative action.

(c) *Authority.* Minor changes may be approved administratively by the director of community development or authorized agent. Major changes shall require city council approval of an amended special use permit. Appeal from the decision of the director of community development concerning a minor or major change to the land use plan shall require review and approval pursuant to section 9-4-166(f).

(d) *Variances.* The City of Greenville Board of Adjustment shall not be authorized to grant or approve any variance from the minimum requirements as set forth in this section or condition as approved by the city council.”

Section 8: That all ordinances and sections of ordinances in conflict with this ordinance are hereby repealed.

Section 9: That this ordinance shall become effective upon its adoption.

ADOPTED this 10th day of December, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

849216

Master Plan Community (to replace PUD ordinance)

10/30/09

Add new section (c), (d) and (e) to existing section – Article L. Special Districts

Sec. 9-4-196. Planned unit development (PUD) district standards.

(c) Any PUD zoning district development that has received special use permit approval of a land use plan per the former Article J of this chapter prior to (___DATE HERE___), and such special use permit remains in effect, may continue under the approved special use permit and standards in effect at the time of the special use permit approval. The former Article J of this chapter is maintained on file in the office of the director of community development and remains effective for the specified purpose as if set forth in this section.

(d) Section (c) above shall only apply to PUD district developments that have received special use permit approval of a land use plan prior to (___DATE HERE___).

(e) Planned unit development districts that have not received special use permit approval of a land use plan prior to (___DATE HERE___) shall be rezoned to a district other than PUD prior to development.

Delete and replace sections 9-4-252(6) and (7) – Article O. Schedule of required parking spaces

- | | |
|---|---|
| (6) Master Plan Community (MPC) and/or
Planned Unit Development (PUD)
residential, social or recreational and
residential accessory uses | Per Article J |
| (7) Master Plan Community (MPC) and/or
Planned Unit Development (PUD)
nonresidential uses | Per this article in accordance with
the specific use |

Add new section 9-4-78(f)(2)b(1) – Article D. Table of uses (Residential).

- b(1). Master Plan Community per Article J.
LUC# * Special use – R6, R6A, R9, R6S and RA20

Amend section 9-4-78(d) – Article D. Table of uses

(d) Each listed accessory use activity and the master plan community use is assigned an asterisk (*) in substitution for a land use classification number. Such, and other accessory use(s) and various uses within an approved master plan community shall be subject to the land use classification number of the associated principal use.

Add new definition to section 9-4-22 – Master Planned Community. See Article J.

Substitute new Article J. – Master Planned Community.

Article J. Master Plan Community

Sec. 9-4-161. Purpose and intent; definition; planned unit developments previously approved, constructed and/or and vested under the regulations replaced by this Article J.; planned unit development (PUD) zoning districts previously zoned under the regulations replaced by this Article J., for which there is no vested plan of development.

(a) The purpose and intent of a master plan community is to provide an alternative to traditional development standards, which is intended to:

- (1) Reduce initial development costs by reducing standard minimum lot size and setback requirements while reserving areas for common use;
- (2) Preserve the character of surrounding neighborhoods and enhance the physical appearance of the area by preserving natural features, existing vegetation, while providing recreational and open areas;
- (3) Provide for desirable and usable open space, tree cover, and the preservation of environmentally sensitive areas;
- (4) Promote economical and efficient land use, which can result in smaller networks of public facilities, utilities and streets;
- (5) Provide for an appropriate and harmonious variety of housing and creative site design alternatives;
- (6) Promote energy conservation by optimizing the orientation, layout and design of structures to take maximum advantage of solar heating/cooling schemes and energy conserving landscaping;
- (7) Encourage innovations in residential development so that the growing demands of population may be met by greater variety in type, design and layout of buildings; and
- (8) Provide a procedure that can relate the type, design and layout of development to a particular site and the particular demand for housing and other facilities at the time of development in a manner consistent with the preservation of property values within established residential areas.

(b) For purposes of this article, a master plan community shall be defined as a unified development that meets all of the following:

- (1) Land under common ownership, to be planned and developed as an integral unit;
- (2) A single development or a programmed series of development, including all lands, uses and facilities;

- (3) Is constructed according to comprehensive and detailed plans that include streets, drives, utilities, lots and building sites. Plans for such building locations, uses and their relation to each other shall be included and detailed plans for other uses and improvements of land showing their relation to the buildings shall also be included; and
 - (4) Provides for the provision, operation and maintenance of areas, facilities and improvements as shall be required for perpetual common use by the occupants of the master plan community.
- (c) Any PUD zoning district development that has received special use permit approval of a land use plan per the former Article J of this chapter prior to (____ DATE HERE ____), and such special use permit remains in affect, may continue under the approved special use permit and standards in effect at the time of the special use permit approval. (See also section 9-4-196 of this chapter.)
- (d) The owner of any PUD zoning district that has not received special use permit approval of a land use plan per the former Article J of this chapter prior to (____ DATE HERE ____), shall be required to file a rezoning request to a zoning district other than PUD within one hundred eighty (180) days of (____ DATE HERE ____). Any rezoning filing fee due for rezoning from PUD to an alternative zoning district shall be waived provided the rezoning application is submitted within the one hundred eighty (180) day period prescribed above. If the owner of the PUD district does not file a rezoning request as provided herein the PUD zoned area will automatically revert, at the expiration of the prescribed one hundred eighty (180) day period, to the zoning district designation in effect prior to the PUD zoning designation.

Sec. 9-4-162. Area; regulation of uses; density; open space; recreation; parking; landscape; density bonus requirements.

(a) *Minimum area requirements.*

- (1) A master plan community shall contain not less than fifty (50) gross acres. Addition to any existing master plan community may be allowed provided such addition meets or exceeds all other applicable requirements. The master plan community shall be included under one (1) land use plan application and each addition to or amendment of such development shall be consider as a revision to the previously approved special use permit. In the case of an addition to or amendment of a previously approved special use permit, the master plan community property owners' association may execute any and all special use permit amendment applications on behalf of the property owners of individual lots subject to such association located within the original master plan community section. No master plan community shall be reduced in area unless the special use permit for such development is amended in accordance with this article provided however, the dedication of public rights-of-way shall not be subject to this requirement.

For purposes of this chapter, the term "gross acres" shall be construed as the total acreage of the master plan community including all lands located within the boundary of the development and any future public street rights-of-way,

private street easements, common open spaces, public dedicated and accepted land or land deeded to the city or county per a density bonus option, land acquired by the city for any public purpose, and future building sites located within the boundary of the master plan community. With the exception of future street rights-of-way acquired pursuant to the Greenville Urban Area Thoroughfare Plan, and/or on-site public street improvements required and related to the master plan community, existing street rights-of-way that border the peripheral master plan community boundary at the time of original land use plan submission shall not be included in the gross acre calculation.

- (2) Master plan communities comprising less than seventy five (75) gross acres and/or less than two-hundred fifty (250) dwelling units shall contain residential uses only as set forth in subsection (b)(5) of this section.
- (3) Except as provided under subsection (c)(3) below, master plan communities comprising seventy five (75) gross acres or more and two-hundred fifty (250) or more dwelling units may contain all of the uses permitted by subsections (b)(5) and (b)(6) of this section provided that all designated nonresidential area(s) shall meet all of the following design requirements:
 - a. Shall be designed and located with the primary intention of serving the immediate needs and convenience of the residents of the master plan community.
 - b. Shall be located on thoroughfare streets included on the Greenville Urban Area Thoroughfare Plan and/or on “minor streets” as defined in section 9-4-168.
 - c. Shall not be located within one hundred (100) feet of the peripheral boundary of the master plan community. If any portion of such nonresidential area is located within three hundred (300) feet of any single-family residential property zoned RA-20, R15S, R9S, R6S, or MRS and located outside the peripheral boundary of the master plan community, the nonresidential area and all nonresidential and residential use therein shall be screened by a bufferyard “E” or equivalent screen per Article P of this chapter. The purpose of the bufferyard “E” or equivalent screen shall be to provide a complete visual barrier between said single-family residential zoning district and the nonresidential area at the time of development of the nonresidential area. Screening required pursuant to this subsection may be phased to coincide with development of the nonresidential area provided compliance with the purpose of this subsection. The city council shall approve by condition the location and phasing of the required screen at the time of special use permit approval.
 - d. Shall not be developed for any purpose other than as specified under subsection f below until (i) all of the residential lots and/or residential tracts located within the residential designated area(s) have been final platted and (ii) not less than fifty (50) percent of the total number of dwelling units approved for said lots and/or tracts have been constructed and have been issued temporary and/or final occupancy permits. For

purposes of this section units or beds in a congregate care facility shall not be included in or count toward the total number of dwelling units.

- e. Plans for nonresidential development and any associated residential uses located on any designated nonresidential area may be submitted and approved following special use permit approval of the land use plan, however no building or other permit shall be issued for any nonresidential area use, including residential use, until the minimum number of dwelling units have been constructed and permitted for occupancy in designated residential areas per subsection d above.
- f. Streets, greenways, sidewalk and bike paths, drainage and utility improvements, public recreation areas and improvements, and public service delivery improvements, buildings or structures shall be permitted within any nonresidential area at any time following special use permit approval of the land use plan, and compliance with applicable subdivision regulations or other required permits for such improvements.
- g. Residential uses located within a nonresidential area shall be subject to the requirements, conditions and restrictions applicable to nonresidential uses.

(b) *Regulation of uses.* Subject to subsection (a) of this section, a master plan community may contain the permitted uses as listed in subsections (5) and (6) below in accordance with the following:

- (1) Such uses shall be subject only to the development standards included in this article unless otherwise noted.
- (2) The listed uses contained in subsections (5) and (6) below are permitted uses within a master plan community, provided compliance with all provision in this article, and no further special use permit approval is required for such uses following approval of the land use plan special use permit for the planned unit development within which said uses are proposed to be located.
- (3) Residential uses shall be permitted in any area designated as either residential and/or nonresidential area if such combined use is indicated upon the approved land use plan, however nonresidential uses shall only be permitted within designated nonresidential areas. Where such combined use is proposed, the number and type of dwelling unit shall be indicated on the land use plan at the time of special use permit application.
- (4) All definitions shall be per Article B of this chapter unless otherwise defined in this article.
- (5) Permitted residential uses:
 - a. Single-family dwelling;
 - b. Two-family attached dwelling (duplex);
 - c. Multi-family development (apartment, condominium and/or townhouse);
 - d. Family care home, subject to 9-4-103;
 - e. Accessory building or use;

- f. Public recreation or park facility;
- g. Private recreation facility;
- h. Church or place of worship;
- i. Golf course; regulation;
- j. City of Greenville municipal government building or use subject to 9-4-103;
- k. Retirement center or home including accessory nursing care facilities (each separate dwelling unit and/or each 5 beds in a congregant care facility shall constitute one (1) dwelling unit for residential development density purposes regardless of location);
- l. Room renting.

(6) Permitted nonresidential uses:

- a. School; elementary subject to 9-4-103;
- b. School; kindergarten or nursery subject to 9-4-103;
- c. School; junior and senior high subject to 9-4-103;
- d. Child day care facilities;
- e. Adult day care facilities;
- f. Barber or beauty shop;
- g. Office; professional and business not otherwise listed in Article D;
- h. Medical, dental, ophthalmology or similar clinic not otherwise listed in Article D;
- i. Library;
- j. Art gallery;
- k. Grocery; food or beverage, off-premise consumption;
- l. Convenience store (not including principal or accessory auto fuel sales);
- m. Pharmacy;
- n. Restaurant; conventional;
- o. Restaurant; outdoor activities;
- p. Bank, savings and loan or other savings or investment institutions;
- q. City of Greenville municipal government building or use subject to 9-4-103;
- r. Accessory building or use.

(c) *Maximum base density requirements.*

- (1) Residential base density shall not exceed four (4) dwelling units per gross acre of the entire master plan community including both residential and nonresidential areas, except as further provided under the density bonus options contained in section 9-4-162(j). Residential density may be allocated to a designated nonresidential area per subsection (k) of this section provided such designation is noted on the approved land use plan and the dwelling unit density of the residential area is reduced proportionally.
- (2) Except as further provided under subsection (3) below, nonresidential use designated area(s) shall not exceed five (5) percent of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity. Residential development within a designated nonresidential area shall not increase the land area designated as nonresidential.

- (3) Nonresidential use designated areas that are located entirely within a water supply watershed (WS) overlay district shall not exceed twenty (20) percent of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity, provided compliance with all of the following:
- a. The master plan community shall contain not less than one hundred (100) gross acres.
 - b. The total number of approved single-family, two-family attached (duplex) and/or multi-family dwelling units located within the master planned community shall equal or exceed three hundred (300) total dwelling units. For purposes of this requirement, units or beds in a congregate care facility shall not be included in or count toward the total number of dwelling units.
 - c. The nonresidential area and development therein shall be subject to the water supply watershed (WS) overlay district standards as set forth under section 9-4-197 of this chapter.
 - d. If any portion of any nonresidential designated area is located outside the water supply watershed (WS) overlay district all nonresidential use designated area(s) shall not exceed five (5) percent of the gross master plan community acreage regardless of the actual amount of developed land area devoted to any nonresidential use or activity.

(d) *Open space requirements.*

- (1) A master plan community shall reserve not less than twenty five (25) percent of the gross acreage as common open space.
- (2) Except as otherwise provided, such open space area shall not be used as a building site or be utilized for any public street right-of-way or private street easement, private driveway or parking area or other impervious improvement.
- (3) A minimum of one-third (1/3) of the required open space shall be contained in one (1) continuous undivided part, except for the extension of streets. For purposes of this requirement, such open space areas shall not measure less than thirty (30) feet in width at the narrowest point.
- (4) Not more than twenty five (25) percent of the required open space shall lie within any floodway zone.
- (5) If developed in sections, the open space requirements set forth herein shall be coordinated with the construction of dwelling units and other facilities to insure that each development section shall receive benefit of the total common open space. A final subdivision plat shall be recorded in the Pitt County Register of Deeds which clearly describes the open space(s) and conditions thereof, prior to the issuance of any building permit(s).
- (6) Such open space area shall be legally and practically accessible to the residents of the development, or to the public if so dedicated.

- (7) Such open space area shall be perpetually owned and maintained for the purposes of this article by a property owners' association or, if accepted by the city, dedicated or deeded to the public.
- (8) Streets, private drives, off-street parking areas and structures or buildings shall not be utilized in calculating or counting towards the minimum common open space requirement; however, lands occupied by public and/or private recreational buildings or structures, bike paths and similar common facilities may be counted as required open space provided such impervious surfaces constitute no more than five (5) percent of the total required common open space.
- (9) In the designation and approval of common open space, consideration shall be given to the suitability of location, shape, character and accessibility of such space. The location and arrangement of any common open space(s) shall be subject to city council approval.

(e) *Recreation space requirement.*

- (1) A minimum of twenty five (25) percent of the required gross common open space in a master plan community shall be developed for active recreational purposes. For purposes of this section, "active recreation" shall include, but not be limited to, tennis courts, swimming pools, ball fields, fitness courses, and the like.
- (2) The city council may rely on the advice of the Director of Recreation and Parks concerning the suitability of proposed "active recreation" facilities.

(f) *Dedication of open space, park lands and greenways.*

- (1) If any portion of the area proposed for a master plan community lies within an area designated in the officially adopted greenway master plan as a greenway corridor, the area so designated shall be included as part of the area set aside to satisfy the open space requirements of this section. The area within such greenway corridor shall be dedicated and/or reserved to the public at the option of the city.
- (2) Where land is dedicated to and accepted by the city for open space, park and recreation purposes and/or greenways, such lands may be included as part of the gross acreage, open space and/or recreation space requirement of this article.
- (3) Approved master plan community shall not be subject to any recreation and/or open space requirement of the subdivision and/or zoning regulations not otherwise included in this chapter.

(g) *Off-street parking requirement.*

- (1) Parking requirements shall be in accordance with Article O of this chapter.

(h) *Bufferyard setbacks and vegetation requirements for site developments, parking lots and drives.*

- (1) Bufferyard setbacks shall be in accordance with Article G of this chapter.
- (2) Vegetation requirements shall be in accordance with Article P of this chapter.

(i) *Driveways.*

- (1) Driveways shall be in accordance with Title 6, Chapter 2, Streets and Sidewalks of the Greenville City Code.

(j) *Residential density bonus provisions and standards.* A residential density bonus rounded to the nearest whole number and not to exceed a total of two hundred (200) percent – (8 units per gross acre) – over the allowable base density as set forth in section 9-4-162(c) may be approved by the city council in accordance with the standards for allowing density bonuses listed below. The applicable requirements of section 9-4-167(c), preliminary plat-site plan requirements, shall be indicated on the land use plan in sufficient detail to enable the city council to evaluate such density bonus proposals. Regardless of the density bonus provision satisfied or approved, the total residential density of any master plan community shall not exceed twelve (12) dwelling units per gross acre.

- (1) *Common open space.* Increasing the common open space area by twenty (20) or more percent above the required common open space provisions (i.e. to forty five (45) percent or more) shall allow a bonus of fifty (50) percent – (2 total units per gross acre) – above the base density of a master plan community.
- (2) *Bike paths/greenway systems.* The provision of a constructed system of bike paths/pedestrian greenways that form a logical, safe and convenient system of access to all dwelling units, interior project facilities or principal off-site pedestrian destinations shall qualify for a density bonus. Such facilities shall be appropriately located, designed and constructed with existing topography, land form, and vegetation in accordance with the Greenway Master Plan requirements and other amenities associated with the master plan community. The density bonus allowed under this provision shall be twenty five (25) percent – (1 total unit per gross acre) – above the base density of a master plan community.
- (3) *Solar access.* Where the design of a master plan community provides sixty (60) percent of dwelling units, proper solar access in order that those dwelling units maximize solar energy systems for heating and cooling purposes, a density bonus of fifty (50) percent – (2 total units per gross acre) – above the base density of a master plan community shall be allowed provided the design of the master plan community meets the following:
 - a. The master plan community shall be designed so that the buildings shall receive sunlight sufficient for using solar energy systems for water heating and/or space heating and cooling. Building and vegetation shall be sited with respect to each other and the topography of the site so that maximum unobstructed sunlight

reaches the south wall or rooftop of the designated units employing the solar heating/cooling systems including active and/or passive systems; and

- b. The following criteria in addition to other design elements shall be evaluated in determining proper site design for the active and/or passive solar system utilized:
 - 1. Site selection;
 - 2. Street pattern;
 - 3. Lot orientation;
 - 4. Building orientation;
 - 5. Building design;
 - 6. Existing and proposed vegetation; and
 - 7. Shadow patterns.
- c. The city council may rely on the advice of Greenville Utilities Commission, or designated agent, in the evaluation of this density bonus option.

(4) *One Hundred (100) acres or more development.* Where a master plan community land use plan consists of one hundred (100) gross acres or more a density bonus of seventy five (75) percent – (3 total units per gross acre) – above the base density of a master plan community shall be allowed. To qualify for this density bonus, additions to an existing master plan community must be approved as an amendment to the land use plan of the master plan community to which attached.

(5) *Community facilities.* Voluntary dedication or fee simple gift of public facility property (minimum of 1 acre per facility lot) for unrestricted use by the city for public service delivery, including fire and rescue and police stations and the like, shall allow a density bonus of twenty five (25) percent – (1 total unit per gross acre) – above the base density of a master plan community for each separate one (1) acre facility lot desired by and accepted by the city. The City Manager shall be authorized to make determinations on this matter provided however the city shall not be obligated to construct any public facility upon said property and the density bonus allowed under this section shall be allowed whether or not the facility is constructed.

(6) *Public school site.* Voluntary dedication or fee simple gift of a public school property site (minimum of 20 acre per property site) for unrestricted use by the Pitt County School Board shall allow a density bonus of seventy five (75) percent – (3 total units per gross acre) – above the base density of a master plan community for each separate twenty (20) acre facility lot desired and accepted by the county. The County Manager shall be authorized to make determinations on this matter provided however Pitt County or Pitt County School Board shall not be obligated to construct any public facility upon said property and the density bonus allowed under this section shall be allowed whether or not the facility is constructed. Public school sites acquired under this section shall be utilized only for a public school or open space and shall not be utilized for any residential or nonresidential purpose or any remotely located school recreation, parking or other facility unless such site is removed

from the master plan community land use plan by amendment and in accordance with the requirements of this article.

- (7) *Public transit facilities.* The provision of fully functional public transit stops, including base pads, seating, foul weather enclosure and roofs, and vehicle turnouts at convenient locations for pedestrian and vehicle access shall qualify for a density bonus, except as otherwise provided. The number of transit stops, their location and design shall be subject to the approval of the City Engineer. If located outside the public right-of-way such transit stops and constructed facilities shall be located on land dedicated or deeded to the city or included within an easement dedicated for such purpose, if accepted by the city. The density bonus allowed under this provision shall be twelve and one-half (12.5) percent – (1/2 total unit per gross acre) – above the base density of a master plan community. If the city engineer determines that the proposed number of transit stops, their location and design is not in the best interest of the city no density bonus shall be allowed under this section.
- (8) *Affordable housing.* The provision of affordable rental and/or unit ownership housing including detached and attached dwellings shall qualify for a density bonus. Each density bonus qualified unit allowed under this section shall be devoted to an affordable housing options listed in subsection a. and/or b. below. The density bonus allowed under this provision shall be seventy five (75) percent – (3 total units per gross acre) – above the base density of a master plan community.
- a. Rental affordable housing. Each bonus qualified rental affordable housing dwelling shall be constructed under and utilize the State of North Carolina’s Low Income Rental Tax Credit Program administered by North Carolina Housing Finance Agency, or similar and equivalent program.
 - b. Unit ownership housing. Each bonus qualified unit ownership affordable housing dwelling shall be constructed under and utilize a State of North Carolina Low Income Home Ownership Production Program administered by North Carolina Housing Finance Agency, or similar and equivalent program.
- (k) *Combination of use.* Combination of use shall only be permitted in areas designated as “nonresidential” on the approved land use plan. Residential and nonresidential uses may be approved to be located on the same lot and in the same structure provided such combined uses individually comply with all standards applicable to each uses. Where residential and nonresidential uses are located in the same structure the more restrictive requirements and regulations shall apply to all common structures.

Sec. 9-4-163. Master plan community; residential uses dimensional standards.
(See also section 9-4-162(k) Combination of use)

(a) *Lot area.* The lot area for each detached single-family dwelling shall be no less than four thousand (4,000) square feet.

(b) *Lot width.* No minimum lot width for detached single-family dwelling, however, all lots shall contain a building site of like design and area to other lots within the common development. Lot width for each attached dwelling unit shall be not less than sixteen (16) feet. For purposes of this section, "lot width" shall include condominium unit width.

(c) *Lot frontage.* Forty (40) feet, except on the radius of a cul-de-sac where such distance may be reduced to twenty (20) feet.

(d) *Public or private street setback.* Except as further provided, no principal or accessory structure shall be closer than twenty (20) feet to a public street right-of-way or private street easement. Detached single-family dwellings shall be setback not less than fifteen (15) feet from a public street right-of-way or private street easement or as further provided herein.

(e) *Minimum side yard.* The side yard area required for detached single-family and two-family attached dwellings may be subject to section 9-4-165 (zero (0) lot line) or not less than twelve (12) feet, provided however, that no detached single-family or two-family attached structure shall be located on more than one (1) exterior side lot line.

Detached single-family and two-family attached dwellings which do not utilize the provisions of section 9-4-165 (zero (0) lot line) and are not located adjacent to a structure or lot subject to section 9-4-165 (zero (0) lot line) shall maintain a minimum side setback of not less than six (6) feet.

The side yard area required for attached units shall be subject to the applicable provisions of section 9-4-165 (zero (0) lot line) provided the end unit of an attached building group containing three (3) or more units is not less than sixteen (16) feet from an adjacent property line or building.

(f) *Minimum rear yard.* Except as further provided, the rear yard area required for detached or attached dwelling units shall be subject to section 9-4-165 (zero (0) lot line) or not less than twenty (20) feet. Detached single-family dwellings shall be subject to section 9-4-165 (zero (0) lot line) or not less than twelve (12) feet.

(g) *Building separation.* Building separation within group developments containing two (2) or more principal structures on one (1) lot of record shall be subject to the following:

(i) No portion of a principal structure front or rear building wall elevation shall be located less than forty (40) feet from an adjacent principal structure front or rear building wall elevation as measured at ninety (90) degrees.

(ii) No portion of a principal structure side building wall elevation shall be located less than twenty (20) feet from an adjacent principal structure as measured at ninety (90) degrees.

(iii) No portion of any principal structure shall be located less than sixteen (16) feet from any other principal structure as measured to the closest point.

(iv) Architectural extensions including, but not limited to, bay windows, chimneys, open porches and decks, roof overhangs and balconies shall not be considered in calculating building separation provided such encroachments are not more than three (3) feet.

(h) *Maximum height.* No structures or buildings having a zero (0) side and/or rear setback in accordance with section 9-4-165 shall exceed thirty five (35) feet in height above the property grade.

Structures or buildings not having a zero (0) side and/or rear setback in accordance with section 9-4-165 shall not exceed thirty five (35) feet in height above the property grade unless the required setbacks and building separations are increased one (1) foot for each one (1) foot or fraction thereof of building height in excess of thirty five (35) feet.

(i) *Periphery boundary setback and vegetation requirement* No portion of a master plan community including accessory structures, parking areas or required yards shall be located less than sixty (60) feet from the peripheral boundaries of the master plan community. The peripheral boundary setback area shall be left in its natural vegetative state or shall be landscaped in accordance with the screening requirements for a bufferyard “C” classification as specified in Article P of this chapter. Where the natural vegetation does not meet the minimum bufferyard “C” requirements then additional vegetation shall be installed as a condition of development prior to occupancy of dwellings or units within the respective section or phase. Public dedicated and accepted recreation and park land may encroach into the peripheral boundary setback.

(j) *Additional attached dwelling transition setback.* The following scale shall be utilized in the calculation of the minimum building setback, in addition to the periphery boundary setback as specified above, between proposed attached dwelling units including their accessory structures and existing single-family zoning districts or other predominantly single-family development as defined herein that border the master plan community. For purposes of this subsection, “other predominantly single-family development” shall be that area within one hundred (100) feet of the external boundary of the master plan community district in which fifty (50) percent or more of the conforming land uses are single-family residential.

Number of Units per Building	Additional Setback (Feet)
2	20
3--5	40
6--10	60
11 or over	80

(k) *Recreation area setback.* No portion of an active private recreation area shall be located within one hundred (100) feet of the external boundary of the master plan community. Public recreation areas or park land dedicated or deeded to the city shall not be subject to any external boundary setback and may be located in the peripheral boundary setback area.

(l) *Transition area setback.* Where a master plan community adjoins or borders an existing single-family zoning district or other predominantly single-family development sharing common frontage on the same or opposite side of a public or private street, the

minimum right-of-way and/or easement setback requirement of said single-family zone or development shall be utilized for the entire opposite frontage and two hundred (200) feet from such common border along such street. For purposes of this subsection, “other predominantly single-family development” shall be that area within one hundred (100) feet of the external boundary of the master plan community in which fifty (50) percent or more of the conforming land uses are single-family residential. For purposes of this section, the minimum setback requirement along any common intersecting street may transition from the minimum right-of-way and/or easement setback requirement of the adjoining single-family zone or development to the minimum setback requirement specified under section 9-4-163(d).

(m) *Building length.* No continuous unit or series of attached units shall exceed a combined length of two hundred and sixty (260) feet. Where a continuous unit or series of units is separated by an attached and enclosed common area or enclosed community facility structure utilized for recreation, food delivery (cafeteria), assembly, and the like, the “building length” measurement shall not include the attached and enclosed common area or enclosed community facility. Portions of buildings separated by an enclosed common area or enclosed community facility shall be considered as separated for purposes of this section (m).

(n) *Storage area required.* Every dwelling unit shall provide private storage in the amount of ten (10) percent of the gross habitable floor area. The living area including closets and attics shall not count toward the required private storage area. Such storage area shall be provided in the form of attached utility rooms, detached accessory structures, and/or private yard area available for such future use or otherwise as approved by the city council. This section shall not apply to congregate care facilities.

(o) *Accessory structure requirements.*

- (1) Shall not be located within any front yard.
- (2) Detached accessory structures which are constructed with a one (1) hour fire rated assembly as required by the North Carolina State Building Code, as amended, shall not be located less than five (5) feet from any principal structure. It shall be the responsibility of the property owner to demonstrate compliance with this section. Detached accessory structures that are not constructed with a one (1) hour fire rated assembly shall not be located less than ten (10) feet from any principal structure. No detached accessory structure shall be located less than five (5) feet from any other detached accessory structure located on the same lot.
- (3) Shall not cover more than twenty (20) percent of any side yard or rear yard.
- (4) The side or rear yard requirement for attached and detached accessory structures shall be subject to the provisions of section 9-4-165 (zero (0) lot line) or not less than five (5) feet.
- (5) Satellite dish antennae and swimming pools shall comply with the applicable provisions of Article F, Dimensional standards.

(6) For purposes of this section any accessory structure attached to a principal structure shall be subject to the setback requirements of the principal structure.

(p) *Residential trash/garbage/recycle containers.*

(1) No container pad shall be located closer than twenty (20) feet to any dwelling unit;

(2) Each container pad required to service the development shall be located within two hundred (200) feet of the residential units such container is intended to serve;

(3) Container pads shall be enclosed on three (3) sides by a complete visual screen consisting of a fence, vegetation, berm, wall or combination thereof; and

(4) Shall be in accordance with Title 6, Chapter 3, Garbage and Refuse Collection and Disposal, of the Greenville City Code.

(q) *Setback exemption.* Except as further provided, minimum non-screening bufferyard “B” setbacks set forth under section 9-4-119, and/or minimum street right-of-way building setbacks may be reduced by up to ten (10) percent, at the option of the owner, where such reduction is necessary to retain an existing ten (10) inch plus caliper large tree, provided: (i) such tree is determined, by the director of community development or his designated representative, to be either natural growth (seedling) vegetation or that such tree has been in existence for not less than twenty (20) years at the current location, otherwise previously transplanted trees shall not qualify for purposes of this section, (ii) that such reduction is indicated upon an approved site plan; including the location, type and caliper of the subject tree, and the building separation and future no-build zone as further described, (iii) that a building to tree trunk separation of not less than ten (10) feet is maintained at the time of initial construction, (iv) no new future buildings, expansions or additions to existing buildings, or other impervious areas including parking areas and/or drives, shall be allowed to encroach into a designated future no-build zone, described as a ten (10) foot radius from the center of the trunk of the retained tree, and (v) a six (6) inch or greater caliper large tree shall be substituted in replacement of any dead or diseased tree qualified under this requirement, at the location of the removed tree, within sixty (60) days of removal of the tree by the owner or within said period following notice by the city. The setback reduction allowance shall not apply to single-family and two-family attached (duplex) development or associated accessory structures.

(r) When both residential and nonresidential uses are included in one common structure the more restrictive requirements shall apply to the entire structure.

Sec. 9-4-164. Master plan community; nonresidential use dimensional standards.
(See also section 9-4-162(k) Combination of use)

(a) *Lot area.* No minimum.

(b) *Lot width.* No minimum.

(c) *Public or private street setback.* No principal or accessory structure shall be closer than twenty (20) feet to a public street right-of-way or private street easement.

(d) *Minimum side yard.* Fifteen (15) feet.

(e) *Minimum rear yard.* Twenty (20) feet.

(f) *Height.* No structure or building shall exceed thirty five (35) feet in height above the property grade.

(g) *Building separation.* No structure or building shall be located within twenty (20) feet of any other structure or building.

(h) *Nonresidential condominium or townhouse type development.* Shall be subject to the applicable provisions of section 9-4-165 (zero (0) lot line), provided the overall structure meets the side, rear and public or private street setbacks as provided by this subsection.

(i) *Accessory structure requirement.* Shall be in accordance with principal building setbacks.

(j) *Nonresidential trash/garbage/recycle container requirements.*

- (1) Container pads shall be enclosed on three (3) sides by a complete visual screen consisting of a fence, vegetation or combination thereof.
- (2) Shall be in accordance with Title 6, Chapter 3, Garbage and Refuse Collection and Disposal, of the Greenville City Code.

(k) *Setback exemption.* The minimum non-screening bufferyard “B” setbacks set forth under section 9-4-119, and/or minimum street right-of-way building setback may be reduced by up to ten (10) percent, at the option of the owner, where such reduction is necessary to retain an existing ten (10) inch plus caliper large tree, provided: (i) such tree is determined, by the director of community development or his designated representative, to be either natural growth (seedling) vegetation or that such tree has been in existence for not less than twenty (20) years at the current location, otherwise previously transplanted trees shall not qualify for purposes of this section, (ii) that such reduction is indicated upon an approved site plan; including the location, type and caliper of the subject tree, and the building separation and future no-build zone as further described, (iii) that a building to tree trunk separation of not less than ten (10) feet is maintained at the time of initial construction, (iv) no new future buildings, expansions or additions to existing buildings, or other impervious areas including parking areas and/or drives, shall be allowed to encroach into a designated future no-build zone, described as a ten (10) foot radius from the center of the trunk of the retained tree, and (v) a six (6) inch or greater caliper large tree shall be substituted in replacement of any dead or diseased tree qualified under this requirement, at the location of the removed tree, within sixty (60) days of removal of the tree by the owner or within said period following notice by the city.

(l) When both residential and nonresidential uses are included in one common structure the more restrictive requirements shall apply to the entire structure.

Sec. 9-4-165. Zero side or rear yard setbacks for detached and attached buildings or structures.

(a) A zero side or rear yard setback where the side or rear building line is on the side or rear lot line as permitted herein, may be permitted, subject to the following provisions:

- (1) Any wall, constructed on the side or rear lot line shall be a solid door less and windowless wall. Such wall shall contain no electrical, mechanical, heating, air conditioning or other fixtures that project beyond such wall. If there is an offset of the wall from the lot line, such offset shall be subject to the provisions of section 9-4-163 and/or section 9-4-164. Roof eaves may encroach two (2) feet into the adjoining lot;
- (2) A five-foot maintenance and access easement with a maximum eave encroachment easement of two (2) feet within the maintenance easement shall be established on the adjoining lot and shall assure ready access to the lot line wall at reasonable periods of the day for normal maintenance;
- (3) No two (2) units or structures shall be considered attached unless such units or structures share a five-foot common party wall; and
- (4) Common party walls of attached units shall be constructed in accordance with the North Carolina State Building Code, G.S. Chapter 47C (North Carolina Condominium Act) and other applicable requirements.

Sec. 9-4-166. Special use permit; application, land use plan, preliminary plat-site plan and final plat requirements.

(a) *Application.* An application for a special use permit to develop a specific master plan community shall only be considered when the development property is zoned to a district that permits such special use option. See Article D, Section 9-4-78(f)(2) of this chapter for applicable districts.

- (1) *Criteria.* In addition to other considerations, the following may be utilized by the city council in evaluation of a special use permit pursuant to G.S. 160A-388(a):
 - a. That the proposed population densities, land use and other special characteristics of development can exist in harmony with adjacent areas;
 - b. That the adjacent areas can be developed in compatibility with the proposed master plan community; and
 - c. That the proposed master plan community will not adversely affect traffic patterns and flow in adjacent areas.

(b) *Land use plan.* All applications for approval of a master plan community special use permit shall be accompanied by a land use plan prepared by a registered engineer or

surveyor, submitted in accordance with section 9-5-44 of the subdivision regulations for preliminary plats and which shall include but not be limited to the following:

- (1) The numbers and types of residential dwelling units including density and density bonus options proposed within each section and the delineation of nonresidential areas;
- (2) Planned primary and secondary traffic circulation patterns showing proposed and existing public street rights-of-way and private street easements;
- (3) Common open space and recreation areas to be developed or preserved in accordance with this article;
- (4) Minimum peripheral boundary, transition area, and site development setback lines;
- (4) Proposed water, sanitary sewer, storm sewer, natural gas and underground electric utilities and facilities to be installed per Greenville Utilities Commission and City standards;
- (4) The delineation of areas to be constructed in sections, showing acreage;
- (5) Water supply watershed overlay district delineation;
- (6) Regulated wetlands delineation;
- (7) Boundary survey of the tract showing courses and distances and total acreage, including zoning, land use and lot lines of all contiguous property;
- (8) Existing vegetation, indicating all trees having a diameter of twenty four (24) inches or more that are located within future disturbance areas of building sites;
- (9) Flood hazard areas including base flood elevations;
- (10) Topographic contours at a maximum of two-foot intervals showing existing grades;
- (11) Site data including vicinity sketch, north arrow, engineering scale ratio, title of development, date of plan, name and address of owner/developer and person or firm preparing the plan;
- (12) Traffic impact analysis prepared by a qualified traffic engineer;
- (13) Any other information as may be required by the city council; and
- (14) Copies of or statements addressing the following:
 - a. Statements addressing any declarations of covenants, conditions or restrictions which create a property owners' association for the perpetual ownership and maintenance of all common open space and other areas

including, but not limited to, recreation areas, private streets, parking areas, landscaping and the like. A private facilities maintenance analysis to determine actual costs of maintenance of such common facilities may be required by the city council in order to assess the feasibility of such private maintenance;

- b. Statements addressing any proposed declarations to be recorded pursuant to the North Carolina Condominium Act (G.S. Chapter 47C);
- c. Statements addressing proposed encroachment and maintenance easements concerning zero (0) lot line building walls;
- d. Names, indicated upon the map, of all property owners who own property within one hundred (100) feet of the proposed development including tax parcel numbers as listed upon the tax records of Pitt County at the time of submission of the special use permit application;
- e. The deed book and page number(s) showing fee simple title of all property within the master plan community as listed in the Pitt County Register of Deeds; and
- f. Statements addressing the “required findings” as set forth in section 9-4-166(f)(1)(e).

(c) *Preliminary plat-site plan requirements.* After approval of the land use plan special use permit as set forth herein, the developer shall submit the following according to the approved schedule of development:

- (1) All information required by and in accordance with Title 9, Chapter 5, Subdivisions, of the Greenville City Code for submission of preliminary plats;
- (2) Where zero (0) lot line options as provided under section 9-4-165 are proposed, the building area for such lots shall be indicated on the plat.

(d) *Final plat requirements.* After approval of the preliminary plat as set forth herein, the developer shall submit the following according to the approved schedule of development:

- (1) All information required and in accordance with Title 9, Chapter 5, Subdivisions of the Greenville City Code for submission of final plats;
- (2) Where zero (0) lot line setbacks are proposed, the building area for such lots shall be indicated.
- (3) A final plat shall be recorded for the purpose of creating a boundary lot or tract for the entire master plan community prior to the approval of any separate final plat for any section and prior to the issuance of any permit for development in any section or phase located within the common project. The purpose of this requirement is to establish a permanent boundary for the master plan community project and to obtain any dedications of land,

easements, opens spaces and/or right-of-ways necessary to insure compliance with this article. As individual section or phases within the boundary lot or tract are final platted the area outside the section or phase shall be labeled and referenced as “future development area” for the approved master plan community.

(e) *Site plans for specific developments.* Site plans for specific developments shall be reviewed in accordance with Article R of this chapter.

(f) *Procedure; required review and special use permit approval.*

(1) *Land use plan; special use permit.* The applicant for a special use permit to develop a specific master plan community shall submit all information as required herein to the director of community development forty (40) working days prior to the scheduled city council public hearing.

a. *Contents.* All information as required by Section 9-4-166(b), Land use plan.

b. *Supplemental information.* The land use plan may include, at the option of the applicant, other additional information and details in support of the petition and/or voluntary conditions of approval including additional landscaping, setbacks, buffers, screening, specific building design and arrangement, or other site improvements or proposed facilities. Supplemental information offered by the applicant shall constitute a condition of approval of the special use permit if approved.

c. The city council shall hold a public hearing to review the special use permit application. The city council may in its discretion attach reasonable conditions to the plan to insure that the purposes of the master plan community can be met.

d. The city council may in its discretion attach conditions to the plan that exceed the minimum standards as set forth herein when it is found that such conditions are necessary to insure that the proposed master plan community will be compatible with adjacent areas.

e. *Required findings.* Prior to approval of a special use permit, the city council shall make appropriate findings to insure that the following requirements are met:

1. That the property described was, at the time of special use permit application, zoned to a district that allows master plan community subject to special use permit approval as provided by Title 9, Chapter 4, Article J, of the Greenville City Code.

2. That the applicant for a special use permit to develop the master plan community is the legal owner, and/or representative in the case of a property owners’ association, of the subject property.

3. That those persons owning property within one hundred (100) feet of the proposed master plan community as listed on the current county tax records were served notice of the public hearing by first class mail in accordance with applicable requirements.
 4. That notice of a public hearing to consider the master plan community special use permit was published in a newspaper having general circulation in the area, as required by law.
 5. That master plan community meets all required conditions and specifications of the zoning ordinance for submission of a master plan community special use permit.
 6. That master plan community has existing or proposed utility services which are adequate for the population densities as proposed.
 7. That the master plan community is properly located in relation to arterial and collector streets and is designed so as to provide direct access without creating traffic which exceeds acceptable capacity as determined by the city engineer on streets in adjacent areas outside the master plan community.
 8. That the master plan community is in general conformity with Horizons: Greenville's Community Plan.
 9. That the total development, as well as each individual section of the master plan community can exist as an independent unit capable of creating an environment of sustained desirability and stability.
 10. That the master plan community will not adversely affect the health and safety of persons residing or working in the neighborhood of the proposed development and will not be detrimental to the public welfare if located and developed according to the plan as submitted and approved.
 11. That the master plan community will not injure, by value or otherwise, adjoining or abutting property or public improvements in the neighborhood or in the alternative, that the use is a public necessity.
 12. That the location and character of the master plan community, if developed according to the plan as submitted and approved will be in harmony with the area in which it is to be located.
- f. Notice; publication. Notice of the city council public hearing shall be given in the same manner as for amendments to the zoning ordinance.
- g. Notice; adjoining property owners. Notice of the city council public hearing shall be delivered by first class mail to all owners of property within one hundred (100) feet of the external property boundaries of the proposed master plan community. Such notice shall be postmarked not less than twenty (20) calendar days prior to the date of the public hearing.

Failure to notify all owners shall not affect the validity of the action provided due diligence has been exercised in the attempts to provide notice.

- h. Action by city council. The city council shall act on the special use permit application by one of the following:
 - 1. Approve the application as submitted;
 - 2. Approve the application, subject to reasonable conditions or requirements;
 - 3. Table or continue the application; or
 - 4. Deny the application.
 - i. Binding effect. If approved, the special use permit shall be binding upon the applicant, successor and/or assigns.
 - j. Voting. A majority vote of members of the city council in favor of any special use permit application shall be required for approval. For purposes of this subsection, vacant positions in the city council and council members who are disqualified from voting on a quasi-judicial matter shall not be considered as “members of the city council” for calculation of the requisite majority.
 - k. Appeals from city council action. Decisions of the city council on action taken concerning any special use permit to establish a master plan community shall be subject to review as provided by law.
 - l. Records and files of special use permit applications, actions and approvals. Records and files of special use permit applications, actions and approvals for each master plan community land use plan shall be maintained in the City of Greenville Community Development Department. Such records and files shall be available for public inspection during regular working hours in accordance with applicable law. The original order granting the special use permit and minutes of the public hearing shall be maintained by the City Clerk.
- (2) *Preliminary plat-site plan.* After approval of the land use plan special use permit as provided herein or in conjunction therewith, the developer shall submit all information as required below to the director of community development, or authorized agent, not less than twenty (20) working days prior to the scheduled planning and zoning commission meeting:
- a. The preliminary plat-site plan shall be reviewed and administered pursuant to the provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code for preliminary plats;
 - b. Contents. All information as required by section 9-4-166(c) preliminary plat-site plan requirements;

- c. The planning and zoning commission shall review and approve the submitted preliminary plat-site plan provided such is in conformance with the approved land use plan and the provisions of this article; and
 - d. No building permit shall be issued for any construction within any master plan community until a preliminary plat-site plan has been approved in accordance with the provisions of this article. Building permits may be issued in accordance with the applicable provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code.
- (3) *Final plat.* After approval of the preliminary plat-site plan as provided herein, the developer shall submit all information as required below to the director of community development, or authorized agent, not less than ten (10) working days prior to the scheduled subdivision review board meeting:
- a. The final plat shall be reviewed and administered pursuant to the provisions of this article and Title 9, Chapter 5, Subdivisions of the Greenville City Code for final plats;
 - b. The final plat shall contain all information as required by section 9-4-166(d), final plat requirements;
 - c. The subdivision review board shall review and approve the final plat provided such plat conforms to the approved preliminary plat-site plan; and
 - d. No building permit shall be issued within any master plan community until a final plat and all covenants, restrictions, easements, agreements or otherwise for such development or section thereof has been recorded in the Pitt County Register of Deeds.

Sec. 9-4-167. Site design criteria; general.

(a) *Site planning; external relationship.* Site planning in the proposed development shall provide protection of the development from potentially adverse surrounding influences and protection of surrounding areas from potentially adverse influences of the development. Consideration will be given to the location of uses, type of uses, open space, recreation areas, street design and arrangement in the evaluation of the development and its relationship with the surrounding areas.

(b) *Site planning; internal relationship.*

- (1) *Service and emergency access.* Access and circulation shall be adequately provided for firefighting apparatus and equipment, public and private service delivery vehicles, and garbage and refuse collection.
- (2) *Utilities.* Proposed utilities shall be adequate to serve the proposed development and such utilities shall be extended to adjacent property if it is determined to be in the interest of the city.

- (3) *Pedestrian circulation.* A pedestrian circulation system is encouraged in such development. Walkways for pedestrian use shall form a logical, safe and convenient system of access to all dwelling units, project facilities and principal off-site pedestrian destinations. Walkways to be used by substantial numbers of children as routes to schools, play areas or other destinations shall be so located and safeguarded as to minimize contact with normal automobile traffic. Street crossings shall be held to a minimum. Such walkways, where appropriately located, designed and constructed, may be combined with other easements and used by emergency or public service vehicles, but not be used by other automobile traffic. In addition, bike paths may be incorporated into the pedestrian circulation system and are to be encouraged in such developments.
- (4) *Open spaces.* Common open space shall be proportionally distributed throughout the master plan community and shall be accessible to all the residents via a coordinated system of streets, sidewalks, improved greenways and pedestrian and bicycle paths.
- (5) *Natural Areas.* Natural vegetated areas and environmentally sensitive areas shall be preserved to the greatest extent possible. Such areas shall be incorporated into common open spaces and shall not be included as part of future building sites.
- (6) *Thoroughfares.* Where an existing or proposed public thoroughfare included on the approved Greenville Urban Area Thoroughfare Plan is adjacent to or within the proposed master plan community, plans for the master plan community project will reflect said thoroughfares in a manner conducive to good transportation planning. Existing and future thoroughfares shall be provided for in accordance with current policies for the protection of rights-of-way and construction of thoroughfares within the City of Greenville.

Sec. 9-4-168. Street design criteria.

(a) For the purposes of a master plan community, three (3) types of streets shall be utilized to provide internal access to the development. The three (3) types of streets are defined as:

- (1) *Minor street.* Distributors within the master plan community that provide linkage with major streets outside the master plan community;
- (2) *Marginal access street.* Those streets which connect with minor streets to provide access to individual buildings within the master plan community; and
- (3) *Private street.* Those streets that provide access to individual buildings within the master plan community pursuant to section 9-4-168(c).

(b) The street design of all master plan communities shall be in conformance with Title 9, Chapter 5, Subdivisions of the Greenville City Code, the Manual of Standards, Designs and Details, and Horizons: Greenville's Community Plan.

(c) Upon approval of the planning and zoning commission, interior roads may be allowed to be constructed as private streets, subject to the requirements of Title 9, Chapter 5, Subdivisions, of the Greenville City Code. Where such private streets are allowed, a property owners' association shall perpetually maintain such private streets in suitable conditions and state of repair for the city to provide normal delivery of services, including but not limited to, garbage pickup, police and fire protection. If at any time such private streets are not maintained by the property owners' association and travel upon them becomes or will be hazardous or inaccessible to city service or emergency vehicles, the city may cause such repairs after a reasonable period of notification to the property owners' association. In order to remove safety hazards and ensure the safety and protection for the development, the city may assess the cost of such repairs to the property owners' association. The city shall have no obligation or responsibility for maintenance or repair of such private streets as a result of the normal delivery of services or otherwise by the city or others using such streets. No private street(s) shall be allowed unless a property owners' association is established for the purpose of providing for and perpetually maintaining such streets. All private streets shall be dedicated to the city as utility easements. Where a private street serves only one lot under separate ownership the property owner of such lot shall assume all responsibilities, duties and liabilities of a property owners' association under this section.

Sec. 9-4-169. Utility services; maintenance of private facilities.

(a) Where utility facilities are provided on private property, the following shall apply:

- (1) Where utility lines, valves, fire hydrants or other utility apparatus are installed by the property owner and/or developer, and such improvements are required to be maintained by the property owners' association or property owner, the city and/or Greenville Utilities Commission may cause such apparatus to be repaired or replaced upon its continued disrepair and after a reasonable period of notification to the property owner. In order to remove safety hazards and ensure the safety and protection for the development, the city may assess the cost of such repairs or replacement to the property owner or the property owners' association.

Sec. 9-4-170. Amendment to land use plan special use permit.

(a) *Minor changes.* Amendments to the approved land use plan special use permit that in the opinion of the director of community development do not substantially change the concept of the master plan community as approved may be allowed by administrative action of the director of community development or authorized agent. Such minor changes may include, but are not be limited to, small site alterations such as realignment of streets and relocation of utility lines due to engineering necessity. The owners shall request such amendment in writing, clearly setting forth the reasons for such changes. If approved, the land use plan shall be so amended by administrative action of the director of community development or authorized agent prior to submission of any preliminary plat-site plan application involving or affecting such amendment. Appeal from the decision of the director of community development may be taken to the city council within thirty (30) days of the administrative action.

(b) *Major changes.* Amendments to the approved land use plan that in the opinion of the director of community development do in fact involve substantial changes and deviations from the concept of the master plan community as approved shall require review and approval pursuant to section 9-4-166(f). Such major changes shall include but not be limited to increased density, change in street pattern, change in land use, location of land uses, open space or recreation space location or area, and condition(s) of city council approval. Appeal from the decision of the director of community development may be taken to the city council within thirty (30) days of the administrative action.

(c) *Authority.* Minor changes may be approved administratively by the director of community development or authorized agent. Major changes shall require city council approval of an amended special use permit. Appeal from the decision of the director of community development concerning a minor or major change to the land use plan shall require review and approval pursuant to section 9-4-166(f).

(d) *Variances.* The City of Greenville Board of Adjustment shall not be authorized to grant or approve any variance from the minimum requirements as set forth in this section or condition as approved by the city council.

Excerpt from the draft Planning and Zoning Commission meeting minutes (11/17/09)

Ordinance to amend the Planned Unit Development (PUD) regulations by deleting Article J in its entirety and substituting a new Article J entitled Master Planned Community (MPC) including associated standards and requirements.

Mr. Andy Thomas stated at their April 9, 2009 meeting, City Council instructed staff to initiate an amendment to the Planned Unit Development (PUD) regulations to facilitate affordable housing and streamline the PUD development process. Some of the items they considered were:

- to allow reduced size higher density developments in a wider variety of locations
- allow smaller lots & reduced front and side yard setbacks in single-family subdivisions
- allow age-based dwelling density exemption
- allow limited size senior housing units
- require residential units be constructed to “visit-ability” standards
- allow mixed uses in a wider variety of areas
- require a minimum percentage of multi-family units be suitable for households with children
- require linkage fees for commercial and office development to provide for minimum wage “work force” housing
- establish a new low density by-right multi-family zone with density bonus allowance for provision of affordable units as a percentage of total
- require mandatory percentage of affordable housing units in all residential subdivisions and developments, and/or allow payment of a fee in lieu of providing such units, and create or modify a conditional use housing option that includes density bonus options for provision of affordable housing.

Mr. Thomas said they decided on “Incentive zoning”. “Incentive zoning” is the awarding of bonus credits to a development in the form of allowing more intensive use of land if public benefits are voluntarily included in a project. Incentive zoning is the granting of additional development capacity in exchange for a public benefit or amenity such as an increase in required open space and provisions for affordable housing. Mr. Thomas said City Council is committed to affordable housing and has established and implemented the following housing strategies:

- a city-wide affordable housing production and lending program for 1st time low to moderate income home buyers (families with income below area median)
- revitalization area partnership programs for affordable rental housing production;
- home buyer assistance in the University Area
- federal and state grant programs that provide housing assistance for low income individuals and families.

Mr. Thomas said the comprehensive goals of an affordable housing program were to decrease dwelling unit overcrowding (1 person per room max), de-concentrate poverty, increase and maintain supply of work-force housing, increase housing location choices for low to moderate-income families and decrease in rental and home ownership cost burden. He said one of the objectives of City Council’s 2009 goal “Keep Planning Ahead of Anticipated Growth” was to “*Encourage use of the planned unit development zoning classification*”. They wanted to eliminate the additional zoning district designation requirement and to substitute a performance-based special use permit process in its place. Mr. Thomas said the name will no longer be called

PUD, but will be known as the Master Plan Community. A MPC is a conditional use development under single ownership or unified control that is guided by a total design (master land use) plan, including a range of dwelling and non-residential use options, which allows flexibility and creativity in site design, lot layout and building configuration. Some common MPC characteristics are reduced lot area and building setback requirements, increased open space and recreation areas, mixed land use (limited project dependent office/commercial component), and site design guidelines. MPC is a viable option to accomplish desirable neighborhoods inclusive of a greater variety of housing types – an alternative to the traditional strict separation of use. Mr. Thomas said this would promote City Council’s goal of promoting diversity an all-inclusive community. The current PUD regulations were adopted in 1987 and have remained essentially unchanged. He said there have been three locations rezoned for PUD development. Two have been completed, Westpointe & Wesley Commons and one is undeveloped, which is Ironwood. Mr. Thomas said Ironwood went through the two step process. They initiated the first step and got the rezoning to PUD but have yet to file Land Use Plan amendment. The current process is to get the property rezoned to PUD, which requires consideration from P&Z and approval from City Council. After it is rezoned to PUD they apply for a Land Use Plan Amendment and hold a public hearing at the Planning and Zoning Commission and City Council where the Land Use Plan is adopted. Then the Preliminary & Final Plats and Site Plan are completed (in-house). The proposed process is the property will be rezoned only if necessary. They will then apply for a Special Use Permit consisting of a public hearing at City Council, and the Preliminary & Final Plats and Site Plan will still be completed in-house. Mr. Thomas said there are six objectives of the proposed amendment: to eliminate the PUD rezoning requirement to streamline the approval process and improve the development probability; to permit MPC as a special use in a variety of standard residential districts (e.g. R6, R6A, R9, R6S and RA20) *Note: PUD is currently only allowed in a PUD district – this will greatly increase the variety of locations available for MPC consideration while retaining final approval authority with City Council (previously a City Council rezoning decision); to establish a MPC base density (e.g. 4 units per gross acre) equal to the base density of the lowest density general purpose single-family zoning district (RA-20) – this will insure that the MPC residential density will not exceed Horizons Plan base density recommendations as previously established, except as may be achieved via the density bonus provisions specifically designed to accomplish certain public purposes; to provide density bonus options to allow increased density up to a set maximum number of units per gross acre (e.g. 12 units) – this will allow an increase in density in exchange for a public benefit or amenity, such as increased common public open space and/or providing dwellings which meet housing diversity goals; to encourage a wider variety of dwelling types in future neighborhoods built under the proposed MPC ordinance – this will provide a method, with City Council approval, to include detached and attached dwellings in a planned neo-traditional neighborhood setting which can accommodate a greater variety of socio-economic populations; to provide an affordable housing density bonus option – this will provide a viable addition to, and/or alternative to, public construction and/or local public subsidy of affordable housing units for low- and moderate-income households while allowing the development of a greater number of dwellings above the base density (up to 3 additional units per acre) as incentive for the private development of affordable housing - this will provide an additional tool for accomplishing affordable housing goals. Some of the proposed density bonus areas include:

- Common open space (additional)

- Bike paths/greenway systems
- Solar access site design
- Large scale development – e.g. 100+ acres
- Community facilities (e.g. fire/police station sites)
- Public school sites
- Public transit facilities
- Affordable housing

Mr. Thomas stated each bonus qualified rental affordable housing dwelling shall be constructed under and utilize the State of NC Low Income Rental Tax. There will be a Credit Program administered by North Carolina Housing Finance Agency, or similar and equivalent program. Under Unit ownership housing, each bonus qualified unit ownership affordable housing dwelling shall be constructed under and utilize a Low Income Home Ownership Production Program administered by N. C. Housing Finance Agency, or similar and equivalent program. Mr. Thomas gave the density bonus specifics starting with a base density of 4 units/acre. He said increasing the common open space area by 20% or more may allow a bonus of 50% or 2 total units per gross acre. The provision of a constructed system of bike paths/pedestrian greenways may allow a bonus of 25% or 1 total unit per gross acre. If 60% of the dwelling units have proper solar access that maximize the solar energy systems for heating and cooling purposes may allow a density bonus of 50% or 2 total units per gross acre. Where a MPC land use plan consists of 100 gross acres or more a density bonus of 75% or 3 total units per gross acre may be allowed. Voluntary dedication or fee simple gift of public facility property (minimum of 1 acre per facility lot) for unrestricted use by the city for public service delivery, including fire and rescue and police stations and the like, may allow a density bonus of 25% or 1 total unit per gross acre for each separate one (1) acre facility lot desired by and accepted by the city. Voluntary dedication or fee simple gift of a public school property site (minimum of 20 acre per property site) for unrestricted use by the Pitt County School Board may allow a density bonus of 75% or 3 total units per gross acre for each separate 20 acre facility lot desired and accepted by the county. The provision of fully functional public transit stops, including base pads, seating, foul weather enclosure and roofs, and vehicle turnouts at convenient locations for pedestrian and vehicle access may qualify for a density bonus of 25% or 1 total unit per gross acre. The provision of affordable rental and/or unit ownership housing may qualify for a density bonus of 75% or 3 total units per gross acre for both rental/ownership affordable housing. Open Space Requirements is not less than 25% gross acreage, one-third of which will be required in one piece. Not more than 25% shall be in a floodway. Open space dedication is required with initial platting. A minimum of 25% of required open space is to be active recreation. Mr. Thomas said the property is to be perpetually maintained by the Property Owner's Association. There will be a 60-foot peripheral boundary setback. He said zero lot line development is allowed. Any private recreation area must be setback 100 feet from the peripheral boundary. He said it also has required accessory storage (attached or detached) for residential uses. Mr. Thomas gave the types of findings City Council would have to make when issuing this special use permit:

- Property zoned for Master Planned Community
- Applicant is legal owner
- Property owners within 100 feet notified
- Hearing was advertised
- Meets all ordinance requirements
- There are adequate utilities to serve the project

- Acceptable transportation system
- In conformity with Horizons Comprehensive Plan
- The project or subsections can exist as an independent unit creating an environment of desirability and stability
- Will not adversely affect safety and welfare
- Will not harm adjoining property or improvements
- Will be in harmony with the surrounding area

Mr. Thomas said the City Council can then approve the application as submitted, approve the application with reasonable conditions, table the application or deny the application. After City Council Approval a Preliminary Plat will be prepared based off the approved master plan and be submitted to P&Z for approval. A Site Plan must be submitted to staff for all non single-family or duplex development and a Final Plat would be submitted to staff for approval. Mr. Thomas said the purpose of this request is to change the name to Master Plan Community and to remove the requirement for rezoning. Mr. Thomas stated staff had shared the request with the Chamber of Commerce, the Neighborhood Advisory Board, builders, engineers and surveyors and have incorporated their feedback into the ordinance.

Mr. Lehman asked what the maximum number of units per acre would be if the developer exercised all of the options.

Mr. Thomas said the maximum that would be allowed is 12 units per acre. He said there were a variety of things a developer could choose from to get the elements that best suit their development.

Mr. Bell said this would be a positive change and would allow the builders more options to choose from. He asked Mr. Thomas if he knew of any negatives to the request.

Mr. Thomas said he saw it as a positive planning tool.

Mr. Parker said this was a positive step towards walkable sustainable communities.

No one spoke in favor or opposition to the request.

Motion was made by Mr. Bell, seconded by Mr. Tozer to approve the proposed text amendment, to advise that it is consistent with the comprehensive plan and other applicable plans, and to adopt the staff report which addresses plan consistency and other matters. Motion carried unanimously.



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 106 Columbia Avenue

Explanation: The Code Enforcement Officer for the City of Greenville is requesting that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 106 Columbia Avenue. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling. If the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on April 21, 2009 to the property owner informing the owner of the condition of the abandoned structure and minimum housing violations cited by the Code Enforcement Officer and of the action necessary to bring the structure into compliance. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on October 14, 2009, and provided notice to the owner that the dwelling was considered as an abandoned structure.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since June 10, 2005.

There have been 11 Code Enforcement Cases initiated on this property since 1998 ranging from minimum housing to public nuisance and abandoned structure.

The Greenville Police Department has responded to 84 calls for service at this property since January 2000. Calls range from suspicious persons to shots fired, disturbance, armed robbery, fights, and multiple violations of the NC Controlled Substance Act.

The tax value on the property as of November 19, 2009 was \$17,510 (the building value was \$12,610 and the land value was \$4,900).

The estimated cost to repair the property is \$26,885.50.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.


The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the ordinance requiring the repair or demolition and removal of the dwelling located at 106 Columbia Avenue.

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

Attachments / click to download

 [Photos of Property](#)

 [Ordinance for Repair or Demolition 106 Columbia 849426](#)

ORDINANCE NO. 09-___

ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 106 COLUMBIA AVENUE
TAX PARCEL NUMBER 002145

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

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

Section 1. The owner(s), Goodson Cord Abernathy Reed ETAL, of the dwelling located at 106 Columbia Avenue, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwelling being located at 106 Columbia Avenue and owned by Goodson Cord Abernathy ETAL, of Winterville, NC.

Section 3. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 10th day of December, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

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

Witness my hand and Notarial Seal, this the 10th day of December, 2009.

Patricia A. Sugg, Notary Public

My Commission expires: 9/4/2011



Item # 9



Item # 9



Item # 9



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 1101 Chestnut Street

Explanation: The Code Enforcement Officer for the City of Greenville is requesting that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 1101 Chestnut Street. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling. If the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on May 15, 2008 to the property owner informing the owner of the condition of the abandoned structure and minimum housing violations cited by the Code Enforcement Officer and of the action necessary to bring the structure into compliance. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on October 14, 2009, and provided notice to the owner that the dwelling was considered as an abandoned structure.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since February 28, 2006 for side A and January 16, 2007 for side B.

There have been five Code Enforcement Cases initiated on this property since 1998 ranging from minimum housing to public nuisance and abandoned structure.

The Greenville Police Department has responded to 96 calls for service at this property since January 2000. Calls range from animal complaints to fights, assaults, communicating threats, multiple physical arrests, to violations of the NC Controlled Substance Act.

The tax value on the property as of November 19, 2009 was \$24,129 (the building value was \$21,379 and the land value was \$2,750).

The estimated cost to repair the property is \$41,326.80.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.

The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the ordinance requiring the repair or demolition and removal of the dwelling located at 1101 Chestnut Street.

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Attachments / click to download

 [Photos of property](#)

 [Ordinance for Repair or Demolition 1101 Chestnut Street 849340](#)

ORDINANCE NO. 09-___

ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 1101 CHESTNUT STREET
TAX PARCEL NUMBER 002146

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

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

Section 1. The owner(s), Joseph Eugene Hatch, of the dwelling located at 1101 Chestnut Street, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwelling being located at 1101 Chestnut Street and owned by Joseph Eugene Hatch.

Section 3. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 10th day of December, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

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

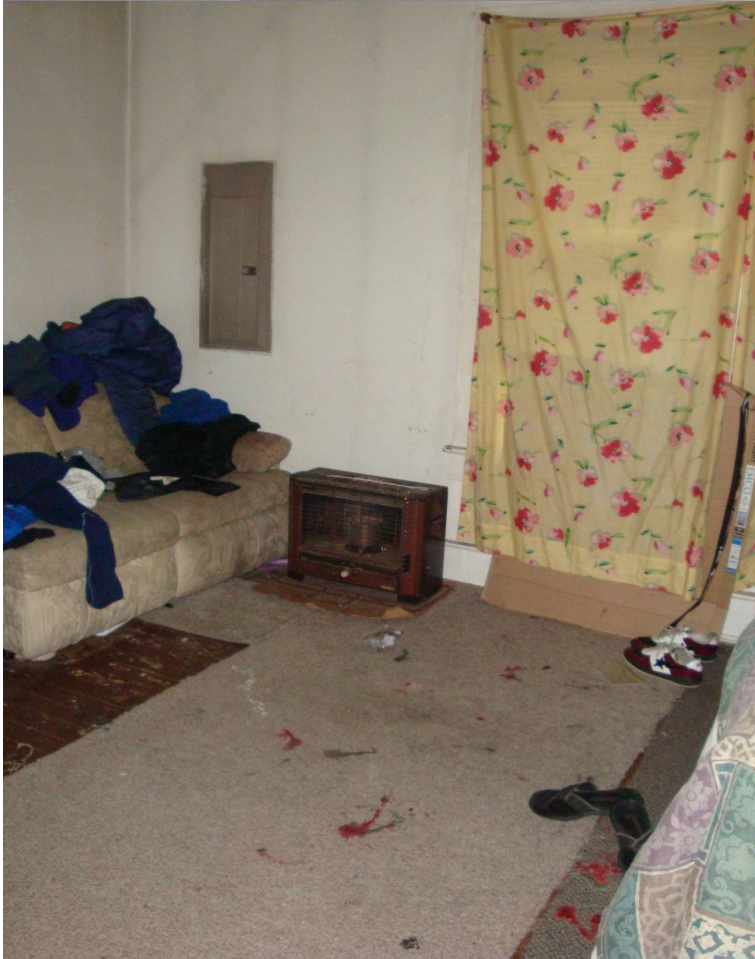
Witness my hand and Notarial Seal, this the 10th day of December, 2009.

Patricia A. Sugg, Notary Public

My Commission expires: 9/4/2011



Item # 10



Item # 10



Item # 10



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 1114 Chestnut Street

Explanation: The Code Enforcement Officer for the City of Greenville is requesting that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 1114 Chestnut Street. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling. If the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on February 24, 2009 to the property owner informing the owner of the condition of abandoned structure and minimum housing violations cited by the Code Enforcement Officer and of the action necessary to bring the structure into compliance. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on October 14, 2009, and provided notice to the owner that the dwelling was considered as an abandoned structure.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since April 3, 2008.

There have been 16 Code Enforcement Cases initiated on this property since 1998 ranging from minimum housing to public nuisance and abandoned structure.

The Greenville Police Department has responded to 63 calls for service at this property since January 2000. Calls range from animal complaints, to disputes, assaults, multiple arrests, to multiple violations of the NC Controlled Substance Act.

The tax value on the property as of November 19, 2009 was \$30,164 (the building value was \$23,864 and the land value was \$6,300).

The estimated costs to repair the property are \$46,578.10.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.


The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the ordinance requiring the repair or demolition and removal of the dwelling located at 1114 Chestnut Street.

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Attachments / click to download

 [Photos of Property](#)

 [Ordinance for Repair or Demolition 1114 Chestnut Street 849382](#)

ORDINANCE NO. 09-___

ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 1114 CHESTNUT STREET
TAX PARCEL NUMBER 003721

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

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

Section 1. The owner(s), Seth Hatteras LLC, of the dwelling located at 1114 Chestnut Street, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwelling being located at 1114 Chestnut Street and owned by Seth Hatteras LLC of Washington, NC.

Section 3. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 10th day of December, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

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

Witness my hand and Notarial Seal, this the 10th day of December, 2009.

Patricia A. Sugg, Notary Public

My Commission expires: 9/4/2011



Item # 11



Item # 11



Item # 11



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 1102 Dickinson Avenue

Explanation: The Code Enforcement Officer for the City of Greenville is requesting that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 1102 Dickinson Avenue. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling. If the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on February 18, 2009 to the property owner informing the owner of the condition of abandoned structure and minimum housing violations cited by the Code Enforcement Officer and of the action necessary to bring the structure into compliance. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on October 14, 2009, and provided notice to the owner that the dwelling was considered as an abandoned structure.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since August 28, 2009 for Side A and April 6, 2009 for Side B.

There have been 18 Code Enforcement Cases initiated on this property since 1998 ranging from minimum housing to public nuisance and abandoned structure.

The Greenville Police Department has responded to 48 calls for service at this property since January 2000. Calls range from animal complaints, to recovered property, disputes, intoxicated persons, trespassing, and assault.

The tax value on the property as of November 19, 2009 was \$38,531 (the building value was \$22,789 and the land value was \$15,682).

The estimated costs to repair the property are \$22,808.90

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$10,000 due to the size of the structure.


The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the ordinance requiring the repair or demolition and removal of the dwelling located at 1102 Dickinson Avenue.

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 [photos of property](#)

 [Ordinance for Repair or Demolition 1102 Dickinson Avenue 849408](#)

ORDINANCE NO. 09-___

ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 1102 DICKINSON AVENUE
TAX PARCEL NUMBER 008786

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

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

Section 1. The owner(s), Dewy LLC, of the dwelling located at 1102 Dickinson Avenue, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwelling being located at 1102 Dickinson Avenue and owned by Dewy LLC of Washington, NC.

Section 3. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 10th day of December, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

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

Witness my hand and Notarial Seal, this the 10th day of December, 2009.

Patricia A. Sugg, Notary Public

My Commission expires: 9/4/2011



Item # 12



Item # 12



Item # 12



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of the dwelling located at 510 Roosevelt Avenue

Explanation: The Code Enforcement Officer for the City of Greenville is requesting that the City Council approve an ordinance requiring the owner of a dwelling which has been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwelling located at 510 Roosevelt Avenue. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling. If the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwelling.

The initial notice of violation was sent by certified mail on February 5, 2009 to the property owner informing the owner of the condition of abandoned structure and minimum housing violations cited by the Code Enforcement Officer and of the action necessary to bring the structure into compliance. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on October 9, 2009, and provided notice to the owner that the dwelling was considered as an abandoned structure.

The dwelling has been vacated and closed for a period of at least six months. The utilities to the dwelling have been disconnected since December 18, 2008.

There have been six Code Enforcement Cases initiated on this property since 1998 ranging from public nuisance to abandoned structure.

The Greenville has responded to 82 calls for service at this property since January 2000. Calls range from multiple disturbances to multiple shots fired calls, assault, recovered property, and multiple violations of the NC Controlled Substance Act.

The tax value on the property as of November 19, 2009 was \$12,399 (the building value was \$9,599 and the land value was \$2,800).

The estimated costs to repair the property are \$24,334.70 .

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$5,000 due to the size of the structure.


The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the ordinance requiring the repair or demolition and removal of the dwelling located at 510 Roosevelt Avenue.

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 [Photos of Property](#)

 [Ordinance for Repair or Demolition 510 Roosevelt Avenue 849481](#)

ORDINANCE NO. 09-___

ORDINANCE REQUIRING THE OWNER OF A DWELLING VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLING LOCATED AT 510 ROOSEVELT AVENUE
TAX PARCEL NUMBER 015540

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling described herein in order to render it fit for human habitation and the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

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

Section 1. The owner(s), Saad Rentals LLC, of the dwelling located at 510 Roosevelt Avenue, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwelling so that it fully complies with the standards of the Minimum Housing Code or to demolish and remove said dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwelling being located at 510 Roosevelt Avenue and owned by Saad Rentals LLC, of Greenville NC.

Section 3. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 10th day of December, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

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

Witness my hand and Notarial Seal, this the 10th day of December, 2009.

Patricia A. Sugg, Notary Public

My Commission expires: 9/4/2011



Item # 13





Item # 13



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Ordinance requiring the repair or the demolition and removal of two dwellings located at 204 and 206 New Street

Explanation: The Code Enforcement Officer for the City of Greenville is requesting that the City Council approve an ordinance requiring the owner of dwellings which have been vacated and closed for a period of at least six months pursuant to the enforcement of the Minimum Housing Code to repair or demolish and remove the dwellings located at 204 and 206 New Street, sharing parcel #002047. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwellings. If the owner fails to accomplish this within 90 days, then the City will proceed with repairing or demolishing and removing the dwellings.

The initial notice of violation was sent by certified mail on December 15, 2006 to the property owner informing the owner of the condition of abandoned structures and minimum housing violations cited by the Code Enforcement Officer and of the action necessary to bring the structures into compliance. Staff has attempted to work with the owner, but no repairs have been made. The most recent notice to the owner was sent on November 6, 2009 and provided notice to the owner that the dwellings were considered as abandoned structures.

The dwelling has been vacated and closed for a period of at least six months. The utilities to #204 have been disconnected since October 11, 2005 for Side A and May 31, 2006 for Side B. The utilities for #206 have been disconnected since January 2, 2007 for Side A and June 9, 2006 for Side B.

There have been 14 Code Enforcement Cases initiated on this property since 1998 ranging from public nuisance to abandoned structure.

The Greenville Police Department has responded to 102 calls for service at this property since January 2000. Calls range from intoxicated persons, disturbance, disputes, assault, physical arrests, and fights.

The tax value on the property as of November 19, 2009 was \$54,742 (the building value was \$46,641 and the land value was \$8,100).

The estimated costs to repair the properties are \$40,373.

Fiscal Note:

Costs to test and abate asbestos (if present) and demolition costs will be approximately \$12,000 due to the size of the two structures on the property.

The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes.

Recommendation:

Approve the ordinance requiring the repair or demolition and removal of the dwellings located at 204 and 206 New Street sharing parcel # 002047.

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Attachments / click to download

 [photos of 204 New Street](#)

 [photos of 206 New Street](#)

 [Ordinance for Repair or Demolition 204 and 206 New Street parcel 002047 849545](#)

ORDINANCE NO. 09-___

ORDINANCE REQUIRING THE OWNER OF TWO DWELLINGS VACATED
AND CLOSED FOR A PERIOD OF AT LEAST SIX MONTHS PURSUANT TO THE
ENFORCEMENT OF THE MINIMUM HOUSING CODE TO REPAIR OR DEMOLISH
AND REMOVE THE DWELLINGS LOCATED AT 204 AND 206 NEW STREET SHARING
TAX PARCEL NUMBER 002047

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Article F of Chapter 1 of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Part 6 of Article 19 of Chapter 160A of the North Carolina General Statutes, the dwelling described herein has been vacated and closed for a period of at least six (6) months;

WHEREAS, the City Council of the City of Greenville hereby finds that the owner has abandoned the intent and purpose to repair, alter or improve the dwellings described herein in order to render them fit for human habitation and the continuation of the dwellings in their vacated and closed state would be inimical to the health, safety, morals and welfare of the city in that the dwellings would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and dwellings which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this State; and

WHEREAS, G.S. 160A-443 (5), which applies to the City of Greenville pursuant to the provisions of Chapter 200 of the 2005 Session Laws of the North Carolina General Assembly, and Section 9-1-111 of the Code of the City of Greenville, North Carolina, empowers the City Council of the City of Greenville to enact this ordinance;

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

Section 1. The owner(s), Faith Family & Friends Home, LLC, of the dwellings located at 204 and 206 New Street, in the City of Greenville, North Carolina, is hereby directed and required to either repair said dwellings so that they fully comply with the standards of the Minimum Housing Code or to demolish and remove said dwellings within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Officer is hereby authorized and directed to proceed to either repair or demolish and remove the dwellings in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwellings being located at 204 and 206 New Street, sharing parcel number 002047, and owned by Faith Family & Friends Home LLC, of Greenville NC. **Item # 14**

Section 3. The cost of repair or demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160A of the North Carolina General Statutes. The material of the dwellings and any personal property, fixtures, or appurtenances found in or attached to the dwellings shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. 160A-443 (6).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 10th day of December, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

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

Witness my hand and Notarial Seal, this the 10th day of December, 2009.

Patricia A. Sugg, Notary Public

My Commission expires: 9/4/2011



Item # 14



Item # 14





Item # 14



Item # 14



Item # 14



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Presentations by boards and commissions

- a. Public Transportation and Parking Commission
- b. Investment Advisory Committee

Explanation: The Public Transportation and Parking Commission and the Investment Advisory Committee are scheduled to make their annual presentations to City Council at the December 10, 2009 meeting.

Fiscal Note: N/A

Recommendation: For information only; no action recommended

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Naming the former convent at the Lucille W. Gorham Intergenerational Center as the Lessie Bass Building

Explanation: On July 31, 2009, the City Council received the attached letter from Jimmye L. Jones requesting that the former convent building at the Lucille W. Gorham Intergenerational Center be named in honor of the late Dr. Lessie Bass. Dr. Bass was instrumental in establishing the Center in West Greenville. She devoted many hours and extraordinary effort to making the programs at the Center successful. She served as the first director of the Center and had an office in the former convent building from the opening of the Center in January 2007 until her death in January 2009.


The Memorandum of Understanding between the City and East Carolina University for operation of the Center provides that the City has the right to name the Center and the buildings that comprise the Center. The Memorandum of Understanding also provides that the City must consult with ECU prior to naming any buildings at the Center. Attached is a letter from ECU Chancellor Steve Ballard endorsing the naming of the former convent building at the Center in honor of Dr. Lessie Bass.

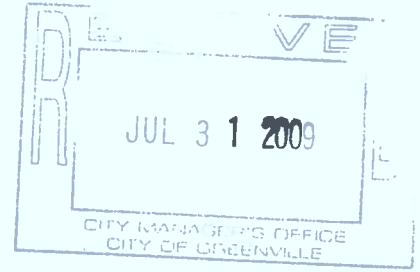
Fiscal Note: No direct costs are associated with the request.

Recommendation: Approve the request to name the building located at 1100 Ward Street (former convent building) as the Lessie Bass Building.

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 [Letters re: Naming IGC Admin. Building](#)



Jimmye L. Jones
6 Vance Street
Greenville, North Carolina 27834
July 29, 2009

Greenville City Council
200 W Fifth Street
Greenville, North Carolina 27835

Dear Council Members:

I am writing to ask your support in naming the administrative building on the Lucille W. Gorham Intergenerational Center Complex in honor of the Late Lessie Bass.

She took a look at West Greenville and saw peace where others saw chaos. She saw a cure when others saw an ailment. She saw beauty where others saw ruin. She walked our streets unafraid embracing us individually and as a group. She always asked us what we wanted for our community. She understood and taught us that there was no "I" in team. She came to be a part of us. She won our hearts. She reminded us never to lose hope and to always find a reason to smile. We owe more to her than we could ever repay. There was no one else like Dr. Bass.

The purpose of doing this is to enshrine her in the hearts and minds of the people of West Greenville that she humbly embraced each day she walked among us..

I think that this is an important action. It will benefit the community at large by keeping Dr. Lessie Bass front and centered in all the goes on at the complex.

Thank you for your support.

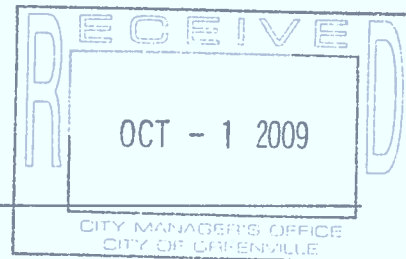
Sincerely,

Jimmye L. Jones
Advisory Board Chair



Office of the Chancellor

East Carolina University
105 Spilman Building • Greenville, NC 27858-4353
252-328-6212 office • 252-328-4155 fax
www.ecu.edu



September 28, 2009

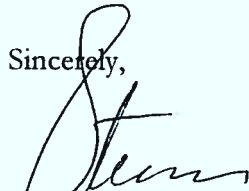
Mr. Wayne Bowers
City Manager
City of Greenville
P. O. Box 7207
Greenville, NC 27835-7207

Dear Wayne:

Thank you for your letter of September 8 offering me an opportunity to comment on the proposal to name the administrative building at the Lucille W. Gorham Intergenerational Center in honor of the late Dr. Lessie Bass. I've spoken with Provost Marilyn Sheerer and Vice Chancellor Deirdre Mageean and we are very supportive of the proposal. It would be a fitting tribute to recognize Dr. Bass's leadership and devotion to the Center with this honor.

Please let me know if you have further questions or need additional information.

Sincerely,



Steve Ballard
Chancellor



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Application for North Carolina Parks and Recreation Trust Fund Grant for support of the Drew Steele Center

Explanation: The Recreation and Parks Department requests City Council's approval to apply for a 2010 NC Parks and Recreation Trust Fund Grant. The maximum request for this 50/50 matching grant is \$500,000. Permission is requested to apply for the maximum amount in support of the first phase of the renovation of the Elm Street Gym into the Drew Steele Center.

The Recreation and Parks Commission will consider approval of the 2010 grant application for this project at their meeting on December 9, 2009.

Fiscal Note: A very successful fundraising effort by the Drew Steele Foundation has provided the local match for this grant application (\$500,000). These funds are reflected in the City's Capital Improvement Plan.

Recommendation: Approve the application for a NC Parks and Recreation Trust Fund Grant for support of the Drew Steele Center.

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Emergency Operations Plan Adoption

Explanation: The current City of Greenville Emergency Management Plan was approved by the City Council in 1984, with the last significant revision being in 1992. The tenets of emergency management have shifted significantly since that time, as have the demographics of the City of Greenville.

The Emergency Management Plan has been rewritten in its entirety and is now referred to as the City of Greenville Emergency Operations Plan, or EOP. The rewrite of this EOP has been in the making for greater than three years, and has been reviewed by the various department heads that have responsibilities within the EOP. It was restructured to include in each of its sections, the identification of the lead agency/department, the section's purpose, the current situation, the concept of operations, any assumptions, specific actions, the organization and assignment of responsibilities, and the section's administration and logistics.

As the City must work closely with Pitt County Emergency Management and the State of North Carolina Emergency Management officials, the EOP works in concert with those agencies to better assure a seamless operation. Deliberate efforts were made to identify assignments and responsibilities based upon job classifications rather than individual names, to reduce the need for updating.

The EOP is in concert with the current teachings of the National Incident Management System principles and is built upon the option of a graduated build-up of emergency management resources that meet the needs of the situation at hand, or that which is forecast. There are no proposed changes in the authority levels of either the Mayor, City Council, or the City Manager. The EOP is a living document that will require revisions on a periodic basis. Further revisions and updates to this plan can be brought to the City Manager for his/her approval, without the need to return to City Council for such amendments and revisions.

Attached is the Basic Plan section of the EOP. If you would like to view the full

Plan, please visit the City's website at <http://www.greenvillenc.gov/assets/0/18/29/57/103/90f84bef-a8c1-482e-ae61-c8c7d315b429.pdf>. With the exception of one component of the EOP, the Plan is intended to be a public document. One document, titled as the Table of Vital Facilities – Security Sensitive, is deemed to be security sensitive due to its contents and is not intended to be made available to the public.

Fiscal Note:

The costs associated with the printing of the limited documents, and the portable storage devices needed to have on-hand in the event of a network failure, are estimated to be less than \$500 and funds are included in the Fire Rescue budget to cover these costs.

Recommendation:

Ordinance #1455 (December 1984) authorizes the City Manager to make amendments to the plan as may be needed. While there is not a requirement to reauthorize the City Manager to make such amendments, the amount of changes within this plan are substantial enough to seek City Council approval. It is recommended that the Emergency Operations Plan be approved with the understanding that the City Manager can continue to make Plan amendments from time to time.

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

Attachments / click to download

 [EOP_Basic_Plan_849926](#)

CITY OF GREENVILLE, NC

EMERGENCY OPERATIONS PLAN



DECEMBER 2009



BASIC PLAN

Lead Agency

Emergency Management Coordinator

Purpose

This plan predetermines actions to be taken by governmental agencies and private organizations of The City of Greenville (COG) to reduce the vulnerabilities of people and property to all hazards and disasters and to establish capabilities to respond effectively to the actual occurrence of a disaster.

Situation

Geography and Economics

- The City of Greenville (COG) is located in Pitt County. The county is in the Coastal Plain region of Eastern North Carolina, contiguous to Greene, Wilson, Beaufort, Edgecombe, Martin, Craven and Lenoir Counties. The area's average temperature in January is 41° F and the average July temperature is 79° F. The average rainfall is 49 inches. The elevation of Greenville, NC is 64 feet above sea level. (Source - NCDOC-EDIS-2003)
- The City of Greenville is home to East Carolina University and its School of Medicine, along with Pitt County Memorial Hospital, a regional trauma center. The Medical School is affiliated with the Hospital.
- The local economy is largely dependent on agriculture, industry and East Carolina University along with its Medical School. Specialized industry includes a pharmaceutical plant, material handling equipment plant, paper product plant, computer assembly plant, textile plant, tobacco processing plant and wood products plant.
- There are nine other municipalities within the County: Ayden, Bethel, Falkland, Farmville, Fountain, Grifton, Grimesland, Simpson and Winterville. The largest municipality is Greenville with a population of around 70,000. It is also the County seat.



Transportation

- There is one local airport, Pitt-Greenville Airport, with commercial airline service. The County has several small air strips serviceable for light aircraft which are regularly used by private aircraft.
- No interstate highways pass through Pitt County; however, I-95 in neighboring Wilson County is approximately thirty miles west of the County. Highways US 264, 13, 258, 64, and NC 903, 121, 43, 30, 102, 222, 33, and 11 are the major highway routes through the County.
- Highways US 64, 264 and NC 43 through Pitt County are used by hurricane evacuees from coastal counties. Public roadways within Pitt County are almost exclusively owned and maintained by the NC DOT, Division of Highways. While most secondary roads are paved, there are still a number of unpaved public roads throughout the county.
- Several bridges provide key access through the County; these are the US 264 bypass over the Tar River, Memorial Drive, North Greene Street and Greenville Boulevard over the Tar River.
- The County is served by CSX and Norfolk Southern Railroads. Ayden, Bethel, Greenville, Grifton and Winterville are located on CSX tracks. Farmville, Greenville, Grimesland and Simpson are located on Norfolk Southern tracks. CSX runs north and south and uses Norfolk Southern tracks from Greenville east to the County line. Norfolk Southern runs east and west.

Emergency/Disaster

- The City of Greenville is exposed to many hazards, all of which have the potential to disrupt the community, cause damage and create casualties. Potential hazards (natural, technological and national security) for Pitt County include:
 - Hurricanes
 - Drought
 - Severe thunderstorms
 - Tornadoes
 - Severe winter storm
 - Severe cold weather
 - Extreme heat
 - Hazardous materials
 - Transportation incidents
 - Fixed facility incidents
 - Spills of unidentified substances or dumping activity
 - Large structure fire
 - Forest or wildland fire
 - Landfill fire
 - Flooding (limited)
 - Aircraft crashes (civilian & military)
 - Epidemic disease



- Civil disorder/Riot/Vandalism
- Sabotage/Terrorism
- National security emergency
- Train derailments

Assumptions

The occurrence of any one or more of the emergency/disaster events listed could impact the City of Greenville severely and have the following consequences:

- Loss of electric power.
- Loss of water distribution and storage systems.
- Loss of part or all of waste treatment systems.
- Severance of the road/highway network, including bridges.
- Necessity for mass care and feeding operations.
- Need for debris clearance.
- Mass casualties.
- Long-term sheltering of victims.
- Damage to the public service communications network.
- Damage to the telephone network.
- Severe economic impact.
- Increased number of vectors.
- Need for official public information and rumor control.
- Need for State or Federal assistance.
- Need for managed reentry of the public into damaged/evacuated areas.
- Damage to vital records.
- Need for damage assessment.
- Immediate need for auxiliary power.
- Influx of unsolicited/donated goods.
- Contamination of private wells in areas outside the city.
- Exhaustion of local resources.
- Need for increased depth-of-staffing.
- Loss of facilities vital to essential services.
- Environmental impact/wildlife, natural resources destruction.
- Need for management of reconstruction.
- Need for coordination of staged resources.
- Isolation of populations.
- Intense media scrutiny.



- A Presidential Declaration of Disaster.

The occurrence of one or more of the previously listed emergencies/disasters could result in a catastrophic disaster, which could overwhelm local and state resources.

It is necessary for the City of Greenville and other local jurisdictions to plan for and to carry out disaster response and recovery operations utilizing local resources. However, it is likely that outside assistance will be necessary in most situations involving widespread or severe disasters that impact the City and its citizens.

Emergency and disaster occurrences could result in disruption of government functions, necessitating that all levels of local government and departments develop and maintain standard operating procedures to ensure continuity of government. The city's Continuity of Operations Plan outlines procedures that address depth of staffing, line of succession and modes of operation.

Most natural disasters will leave at least some part of the county isolated for a period of time.

Routine government agency operations such as delivery of social programs, legal processes, conduct of elections and cultural events may be postponed due to an emergency/disaster.

All disasters will require some degree of recovery to get back to normal.

Concept of Operations

A Four-Phase Approach for the management of emergencies/disasters will be utilized.

Four Phases of Emergency/Disaster Management:

- Mitigation
- Preparedness
- Response
- Recovery

Mitigation Phase

- Fire inspections will be conducted and fire codes will be enforced.
- Participation in the National Flood Insurance Program will assist in identification of flood prone areas and minimize life and property loss to flood.
- Local ordinances will be enacted and enforced which result in reduced risk to the public; examples include regulations on sub-division planning, sanitation, animal control and burning.
- Vital records will be protected to reduce or eliminate loss.
- Public education programs regarding emergencies/disasters will be developed and conducted.



Preparedness Phase

- Potential hazards and risks will be identified.
- Vulnerabilities and capabilities will be assessed.
- An Emergency Operations Plan will be developed and maintained.
- Standard operating procedures will be developed by all responsible parties identified in the Emergency Operations Plan.
- Vital facilities and available resources will be identified and inventoried.
- Mutual aid agreements, memorandums of understanding, etc. will be developed.
- Planning will be coordinated with other jurisdictions.
- Training will be made available to emergency responders.
- Exercises will be conducted and critiques will follow.
- Public education and current public information will be offered.
- Potential threats will be monitored and evaluated.

Response Phase

- The Emergency Operations Plan will be implemented on an appropriate scale.
- Affected parties, groups and agencies will be alerted and notified.
- Response forces will be deployed.
- Direction and Control of the recovery will be established.
- Lifesaving activities will occur, including rescue, fire suppression, emergency medical measures and isolation of hazardous areas.
- Law enforcement and emergency security will be implemented.
- Evacuation, sheltering and mass feeding operations will take place.
- The initial impact of the emergency/disaster will be assessed by field forces, including but not limited to welfare and safety checks, windshield surveys, FEMA or USAR searches, evacuations of low lying areas, etc
- A state of emergency will be proclaimed, if applicable.
- Emergency ordinances will be implemented and enforced.
- Resource allocation will occur.
- Mutual aid will be activated.
- Coordination with adjoining jurisdictions will take place.
- Pertinent public information will be released through media outlets.

Recovery Phase

- Debris removal operations will be conducted.



- Reentry will be allowed, as practical.
- Damage assessment will occur.
- Essential services will be restored.
- Restoration of vital facilities such as water and electric will take place.
- Public information will be released pertinent to recovery assistance.
- Emergency housing will be secured for victims.
- Resources arriving from other areas will be staged and deployed.
- The management and distribution of donated goods will be implemented.
- Reconstruction of damaged property will be undertaken.
- Unmet needs will be addressed.
- Temporary shelters will be closed.
- The State of Emergency will be terminated.

State Role and Support

- Requests for State resources will be made through the City EOC, then to the Pitt County Emergency Service Director to the Division of Emergency Management, which will forward requests to the State EOC.
- The NC Division of Emergency Management will provide the following support:
 - On scene response by the Area Coordinator or his designee.
 - Assistance with dissemination of emergency public information.
 - Relay of information from State and Federal agencies.
 - Coordination of State agencies during events.
 - Transmittal and tracking of resource requests.
 - Assistance with planning, training and recovery operations.

Organization Assignment of Responsibilities

As the lead agency/person for this plan, the Emergency Management Coordinator has the responsibility to ensure this plan is effectively implemented. They also have the responsibility to assist each person having a role in the plan to understand his or her assignment and duties.

Administration and Logistics

The Emergency Management Coordinator is the subject matter expert within the city. It is his or her responsibility to administer this plan and provide the necessary resources whether they are from the city or through mutual aid.





City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Proposal for an Energy Conservation Strategy

Explanation: Congress as part of the American Recovery and Reinvestment Act (ARRA) funded an existing but unfunded program, the Energy Efficiency and Conservation Block Grant (EECBG) program. The purpose of this program is to “assist eligible entities in creating and implementing strategies to:

- reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- reduce the total energy use of the eligible entities;
- and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors.”

Activities and projects that are eligible for funding as part of the grant are listed at attachment 2.

Greenville based on its population is an entitlement community and is allocated \$777,600. These funds are required to be obligated in 18 months and spent in 36 months. The City to obtain this funding is required to submit to the Department of Energy (DOE) within 120 days from the date of grant approval (Sep 18, 2009) the City’s Energy Conservation Strategy.

The Public Works Department and the stakeholders work group considered three approaches for developing the strategy. The first approach would focus on improving the energy efficiency of City government operations and activities initially, and then export the program to the City as a whole. The second approach involved the development of a strategy for the City as a whole. The third and the one pursued by the Steering Committee based on City Council’s

guidance was to develop a strategy that was a hybrid of the first two approaches.

Public Works staff and the consultant have met with the work group and have, since the last presentation to City Council, developed a final proposal for the City's Energy Conservation Strategy and the required goals and also objectives.

The hybrid approach supports already existing City programs (LEED building policy, pursuit of an Energy Savings Performance Contract to implement energy conservation measures in City owned buildings that could then be used as examples to owners of private facilities in the City. The recommends that the City implement incentives for private property owners to build more energy efficient facilities and to make existing facilities more energy efficient.

The following paragraphs describe the elements of the proposed City strategy.

- City Facilities:

The proposed program to improve the energy efficiency of City Government facilities is to adopt the requirements the State has established for new or renovated facilities. In particular State requirements direct that:

New construction between now and 2015 must

- Reduce energy consumption by 30%
- Reduce water use by 20%
- Reduce outside water use by 50%

Renovations between now to 2015 must

- Reduce energy consumption by 20%
- Reduce water use by 20%
- Reduce outside water use by 50% (if applicable)

Additionally the work group recommends that the City Council establish the following energy targets for new City facilities built after 2015.

After 2015 add an additional 1% to the reduction in energy consumption. (31% reduction)

After 2020 add an additional 1% to the reduction in energy consumption. (32% reduction)

After 2025 add an additional 3% to the reduction in energy consumption. (35% reduction)

After 2030 add an additional 5% to the reduction in energy consumption. (40% reduction)

*All reductions are compared against a consistent baseline year to eliminate any "mandatory" increase in reductions associated with requirements creep.

The next fire station is likely to be the first City facility that will have to meet this requirement if adopted.

The City, however, will begin its effort to reduce its energy consumption before then through staff's effort to implement a Guaranteed Energy Savings Performance Contract. Staff will be pursuing this initiative next calendar year. Initial analysis is that City facilities have some \$2.2 million dollars of energy efficiency improvements that is estimated to generate over \$230,000 in energy savings per year.

Neither of the preceding two programs would use grant dollars to fund their implementation.

- Private Facilities:

New Single Family Homes (Includes duplexes or with separate heating and cooling systems):

The proposed program for this category is based on incentives to increase the number of houses that are built to E-300 standards and to increase the number of new houses that meet the higher levels of E-300 program.

This concept would divide the E-300 program into four (4) Tiers. The concept would create a rebate for the purchase of new energy efficient homes. The value of the rebate is based on the homes placement in the E-300 tier system. Rebates will be provided to both the purchaser and builder. The following is the value of the proposed rebate.

E-300 Points	Rebate
330 to 380	0
380-400 + 4 perspective criteria	\$500
400 + and 9 perspective criteria	\$1,000
400+ and 14 perspective criteria	\$2,000

The lower tier rebates in the future would be reduced or eliminated as the percentage of houses meeting those particular criteria increases. This program is estimated to cost \$254,000 over the three years of the grant.

Existing Single Family Homes (Includes duplexes or town homes with separate heating and cooling systems):

The proposed program would reduce energy consumption in existing homes through institution of the following two programs.

A proactive effort to use available State Energy Office weatherization dollars to improve the energy efficiency of property occupied by individuals who meet the program's criteria:

- Below 200% of federal poverty guidelines
- Receiving cash assistance from the Work First program
- Supplemental Security Income.

Martin County Community Action is the State approved resource in Pitt County for conducting this program. Staff is investigating if Community Development's housing program can become a State approved resource. This aspect of the strategy would not be funded from the block grant.

The other program is establishment of a revolving loan fund to assist low to moderate income homeowners in improving the energy efficiency of their homes. This program would be developed and managed by the City. The cost of this element of the program is \$250,000 over the three year period.

New Multi-family and Commercial Buildings:

The proposed program for new multi-family and commercial buildings is through incentives to build more "green" facilities. The concept involves rebates to the owner based on the cost of registration and certification fees, paid to the US Green Building Council, for buildings that are LEED certified during the period of the grant. US Green Building fees (subject to change by the US GBC) follow:

Registration fee - \$900.00 for members, \$1,200 for non-members

Certification cost for Multi-family and Commercial - highest cost for a certificate is \$0.055 per square foot (non-member).

The estimated cost of the program is \$106,000 over the three year period of the grant.

Existing Multi-family and Commercial Buildings:

The proposed program for existing multi-family and commercial buildings is based on a partial rebate of the cost of performing an energy audit for a facility. Typically energy audits are performed to determine what energy savings improvements are feasible and the estimated cost for implementing those improvements. The following is the proposed structure of the rebate:

Recommendations	Rebate: % of cost of Audit:	Maximum Rebate
No recommendations	10%	\$800

implemented		
Implementation results in 10% savings	50%	\$4,000
Implementations result in 20%	70%	\$6,000

The estimated cost of this program is \$264,000 over the three year period of the grant.

- Other City Programs:

Public Streetlights:

This proposed program for improving the energy efficiency of City Streetlights consist of two sub-programs.

The first program converts 20 existing cobra head lights on one street to an LED bulb system. The concept is to use a street that is long enough to enable residents to easily compare existing streetlight to LED streetlight illumination levels. The end result of this program is to determine actual construction costs, energy savings and residents perception of new illumination levels. The cost of this program is \$24,000.

The second program is designed to defray a portion of a developer's costs for installing LED streetlights on streets that are being built for acceptance by the City. The concept for this program would be to rebate 50% of the cost of the "bulb" not to exceed \$600 (rebate per bulb). Estimated total cost per year would be \$60,000. This level of funding would enable a developer(s) to install 50 single head streetlights at 100-yard spacing capable of illuminating 3 miles of road. The estimated cost of this program over the life of the grant is \$180,000.

Greenville Utilities Commission Facilities Energy Audit:

Greenville Utilities, to improve the energy efficiency of its plants as well as other facilities, desires to conduct an energy audit. The audit cannot be performed by GUC staff as they either do not have the level of experience or will be supporting other elements of the proposed strategy. The results of the audit will be used by GUC to develop plans and projects to improve the efficiency of its buildings. The audit will be conducted on its two plants (water and waste water), the operations center and two administration buildings. Estimated cost is \$31,000.

The total estimated cost of the proposed programs is \$1,109,000 (Attachment one). Staff anticipates that some of these programs will not be successful as other and individual program costs will not meet estimates. Staff will develop internal control procedures to manage program expenditures to ensure the grant allocation is not exceeded.

Fiscal Note:

Greenville has been allocated \$777,600. Previously \$30,000 has been committed to the effort to develop the energy conservation strategy that is required to obtain grant funds. A balance of \$747,600 remains to implement the proposed Strategy.

Recommendation:

Approve the attached Energy Conservation Strategy programs and authorize the City Manager to submit the grant application for the remaining federal Energy Efficiency and Conservation Block Grant funds.

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

Attachments / click to download

 [EECBG Costs Sample Attachment One](#)

 [EECBG Eligible Activities Attachment Two](#)

As of 9 Nov 2009

Estimated Program Costs for the Energy Conservation Strategy

Program	1	Year 2	3	Life of Program	Total
LED Streetlight test	24,000			\$ 24,000	\$ 24,000
LED Streetlight Developer Incentive	60,000	60,000	60,000	\$ 180,000	\$ 204,000
GUC Audit	31,000			\$ 31,000	\$ 235,000
New Home E300 Rebate	34,000	70,000	150,000	\$ 254,000	\$ 489,000
Leed Building Rebate	33,000	33,000	40000	\$ 106,000	\$ 595,000
Revolving loan Fund existing homes	250,000			\$ 250,000	\$ 845,000
Energy Audit Rebate Multifamily	44,000	44,000	44,000	\$ 132,000.00	\$ 977,000
Energy Audit rebate Commercial	44,000	44,000	44,000	\$ 132,000.00	\$ 1,109,000

Energy Efficiency and Conservation Block Grant (EECBG)

ELIGIBLE ACTIVITIES

A list of eligible activities for use of program funds is contained in Sec. 544 of EISA. Additional activities may be eligible pending approval by the DOE. The activities below are therefore not an exhaustive list and should be used as a guide to the intent of the program. DOE encourages each entity to develop a strategy, including its component activities, that is likely to result in maximum energy efficiency improvements, fossil-fuel emission reductions, economic benefits and total energy use reduction.

- 1. Development of an Energy Efficiency and Conservation Strategy:** Entities may use a grant received under this part to develop and/or implement a strategy for energy efficiency and conservation and to carry out activities to achieve the purposes of the program. All entities receiving direct formula grants from the DOE are required to submit a proposed strategy for approval.
- 2. Technical Consultant Services:** Entities may retain technical consultant services to assist the eligible entity in the development of such a strategy, including formulation of energy efficiency, energy conservation, and energy usage goals; identification of strategies to achieve those goals through efforts to increase energy efficiency, reduce fossil fuel emissions or reduce energy consumption through investments or by encouraging behavioral changes. Entities may develop methods to measure progress in achieving the goals. Entities may develop and publish annual reports to the population served by the eligible entity describing the strategies and goals and the progress made in achieving them during the preceding calendar year.
- 3. Residential and Commercial Building Energy Audits:** Entities may support the conduct of residential and commercial building energy audits.
- 4. Financial Incentive Programs:** Entities may establish financial incentive programs and mechanisms for energy efficiency improvements such as energy saving performance contracting, on-bill financing, and revolving loan funds.
- 5. Energy Efficiency Retrofits:** Grants may be made to nonprofit organizations and governmental agencies for the purpose of retrofitting existing facilities to improve energy efficiency.
- 6. Energy Efficiency and Conservation Programs for Buildings and Facilities:** Entities may develop and implement energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the entity. The range of activities includes the design and operation of the programs; the identification of the most effective methods for achieving maximum participation and efficiency rates; public education; measurement and verification protocols; and identification of energy efficient technologies.

7. Development and Implementation of Transportation Programs: Entities may develop and implement programs to conserve energy used in transportation, including but not limited to:

- Employee flex time programs;
- Promoting use of satellite work centers;
- Development and promotion of zoning guidelines or requirements that promote energy efficient development;
- Development of infrastructure such as bike lanes and pathways and pedestrian walkways;
- Synchronization of traffic signals;
- State/locals/regional integrated planning activities (i.e. transportation, housing, environmental, energy, land use) with the goal of reducing greenhouse gas emissions and vehicle miles traveled;
- Incentive programs to reduce commutes by single occupancy vehicles;
- Improvements in operational and system efficiency of the transportation system such as implementation of intelligent transportation system (ITS) strategies;
- Idle-reduction technologies and/or facilities to conserve energy, reduce harmful air pollutants, and greenhouse gas emissions from freight movement; and
- Installation of solar panels on interstate rights-of-way to conserve energy in highway operations and maintenance activities.

8. Building Codes and Inspections: Entities may develop and implement building codes and inspection services to promote building energy efficiency.

9. Energy Distribution: Entities may implement distributed energy resource technologies that significantly increase energy efficiency, including:

- District heating and cooling systems
- Combined heat and power systems
- Cogeneration systems
- Energy Storage systems
- Absorption chillers
- Desiccant humidifiers
- Micro turbines
- Ground source heat pumps

10. Material Conservation Programs: Entities may implement activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency.

11. Reduction and Capture of Methane and Greenhouse Gases: Entities may use grant funds to purchase and implement technologies to reduce, capture, and, to the maximum extent practicable, use methane and other greenhouse gases generated by landfills or similar waste-related sources, such as wastewater treatment plants, operations producing food waste, dairy farms and other animal operations.

12. Traffic Signals and Street Lighting: Entities may use grant funds to replace traffic signals and street lighting with energy efficient lighting technologies, including light emitting diodes; and any other technology of equal or greater energy efficiency.

13. Renewable Energy Technologies on Government Buildings: Entities may use grant funds to develop, implement, and install on or in any government building of the eligible entity onsite renewable energy technology that generates electricity from renewable resources, including solar energy; wind energy; fuel cells; and biomass.

14. Any Other Appropriate Activity: Entities may submit any other appropriate activity for approval in the Energy Efficiency and Conservation Strategy.



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: Fiscal year 2011 federal agenda

Explanation: Melissa Hyman of The Ferguson Group met with the Mayor, City Council Members, and City staff on November 9 and 10, 2009 to develop priority projects for the City's fiscal year 2011 federal agenda. Ms. Hyman presented a proposed list of projects at the November 9, 2009 City Council meeting for review and discussion of federal funding opportunities. City staff has worked with Ms. Hyman to finalize the attached final recommended federal agenda for City Council consideration.

Fiscal Note: The total amount of federal appropriation requests for fiscal year 2011 is listed in the proposed federal agenda. If approved, some appropriations may require local matching funds.

Recommendation: Adopt the recommended fiscal year 2011 federal agenda.

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[Federal FY 2011 Agenda 849816](#)



**City of Greenville, North Carolina
Fiscal Year 2011 Federal Agenda**

DRAFT

Appropriations Requests

PROJECT	REQUEST	BILL AND PROGRAM	PROJECT DESCRIPTION
West Greenville Inter-Generational Center's After School Programs	\$250,000	Bill: Labor, Health And Human Services, and Education Account: Department of Education's Fund for the Improvement of Education	Funding will be used to expand after school programming offered at the West Greenville Inter-Generational Center.
Small Business Incubator	\$750,000	Bill: Financial Services Account: Small Business Administration	Funding will be used to construct a small business incubator to serve the catering, construction, and computer industry.
Emergency Operations Center	\$750,000	Bill: Department of Homeland Security Account: FEMA State and Local Programs	Funding will be used to complete construction of a new Emergency Operations Center.
Tobacco Warehouse Reuse	\$250,000	Bill: Transportation & HUD Account: Economic Development Initiative	Funding will be used to remove or renovate abandoned tobacco warehouses.
Regional Family Justice Center	\$250,000	Bill: Commerce, Justice, Science Account: COPS Law Enforcement Technology	Funding will be used to create a regional family justice center to serve victims of domestic abuse elder abuse, and to provide victim advocacy and emergency shelter services.
Go Science / Challenger Learning Center	\$750,000	Bill: Commerce, Justice, Science Account: NASA	Funding will be used to expand Go Science learning initiatives and also for the Challenger Learning Center, in honor of Michael J. Smith
Transportation Request	\$340,000 \$1,000,000 \$2,800,000	- 5 th Street Pedestrian Bridge (Hagan) - Tenth Street (Jones & Burr) - Streetscape Improvements to 45-Block Area (Butterfield)	

Reauthorization of SAFETEA-LU

Greenways	\$2 million	Greenway expansion and improvement project
Tenth Street	\$18.9 million	Design, engineering, and construction of Tenth Street Connector

Legislative Interests

- Advocate for increase in funding for Land and Water Conservation Fund, Energy Efficiency and Conservation Block Grant and COPS programs.
- Support Urban Parks and Recreation Recovery (UPARR) Program
- Senate office in Greenville
- Future funding of fire construction grants



City of Greenville, North Carolina

Meeting Date:
12/10/2009
Time: 7:00 PM

Title of Item: 2010 City Council Meeting Schedule

Explanation: A proposed 2010 City Council meeting schedule has been prepared listing the dates of the meetings in accordance with Section 2-1-11 of the Greenville City Code. The conflicts with holidays and other events have been noted, as has the annual planning session. Items to be noted include:

- 1) The addition of the January 29 Annual Planning Session at Bradford Creek Golf Course at 2:00 p.m. on Friday, January 29, which is the date established at the November 9, 2009 City Council meeting.
- 2) The addition of the January 30 Annual Planning Session at Bradford Creek Golf Course at 8:00 a.m. on Saturday, January 30, which is the date established at the November 9, 2009 City Council meeting.
- 3) April 5 is Easter Monday. The City's Easter holiday is Friday, April 2.
- 4) September 6 is the Labor Day holiday, and City offices are closed.
- 5) October 25 conflicts with the NCLM Conference being held in Winston-Salem on October 24-26.
- 6) November 11 is Veterans Day, and City offices are closed.

Fiscal Note: None.

Recommendation: Approve a 2010 City Council meeting schedule.

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 [Proposed 2010 City Council Meeting Schedule 849316](#)

2010 CITY COUNCIL MEETING SCHEDULE
(All Meetings are Held in the Council Chambers Unless Otherwise Noted)

January 11 - 6:00 PM
January 14 - 7:00 PM
January 25 - 6:00 PM
January 29 - 2:00 PM (Annual Planning Session at Bradford Creek Golf Course)
January 30 - 8:00 AM (Annual Planning Session at Bradford Creek Golf Course)

February 8 - 6:00 PM
February 11 - 7:00 PM
February 22 - 6:00 PM

March 8 - 6:00 PM
March 11 - 7:00 PM
March 22 - 6:00 PM

April 5 - 6:00 PM (Easter Monday - Not a City Holiday)
April 8 - 7:00 PM
April 19 - 6:00 PM

May 10 - 6:00 PM
May 13 - 7:00 PM
May 24 - 6:00 PM

June 7 - 6:00 PM
June 10 - 7:00 PM
June 21 - 6:00 PM

August 9 - 6:00 PM
August 12 - 7:00 PM
August 23 - 6:00 PM

September 6 - 6:00 PM (Labor Day - City Holiday)
September 9 - 7:00 PM
September 20 - 6:00 PM

October 11 - 6:00 PM
October 14 - 7:00 PM
October 25 - 6:00 PM (NCLM Conference in Winston-Salem October 24-26)

November 8 - 6:00 PM
November 11 - 7:00 PM (Veterans Day - City Holiday)
November 22 - 6:00 PM

December 6 - 6:00 PM
December 9 - 7:00 PM
December 20 - 6:00 PM