



Agenda

Greenville City Council

August 10, 2009
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Mayor Pro-Tem Council

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Consent Agenda

1. Minutes of the June 1, June 8, and June 11, 2009 City Council meetings and the April 21, 2009 and May 12, 2009 joint meetings of the City Council and Greenville Utilities Commission
2. Resolution authorizing disposal of outdated records by the City of Greenville in accordance with the North Carolina Division of Archives and History's Municipal Records Retention and Disposition Schedule dated May 19, 2009 and authorizing the Mayor and City Manager to enter into a contract with the North Carolina Department of Archives and History
3. Resolution Supporting a Veteran Government Bond, Stamp, and Coin Program
4. Resolution Adopting and Endorsing Pitt County's 2009 Ten-Year Comprehensive Solid Waste Management Plan
5. Resolution accepting dedication of rights-of-way and easements for Charleston Village, Section 4; Davencroft Village; and Waterford Commons, Phase 2, Lot 4
6. North Carolina Department of Transportation agreement for intersection improvements at Arlington Boulevard and Stantonsburg Road

7. North Carolina Department of Transportation agreement for construction of a sidewalk on the east side of Arlington Boulevard from Stantonsburg Road to Dickinson Avenue
8. North Carolina Department of Transportation agreement for construction of a sidewalk on the southwest side of Charles Boulevard from Greenville Boulevard to Red Banks Road
9. North Carolina Department of Transportation agreement for replacement of bridge over Hardee Creek on Portertown Road
10. Contract award for the 2009-2010 Sidewalk Construction Project
11. Contract award for the Skinner Street/Public Works Facility/Beatty Street Area - Storm Drainage Repair/Improvements Project
12. Award of a pre-event contract for debris management and removal services
13. Amendment of Greenville Utilities Commission's Water Capital Projects Budget for Fire Flow Improvements - SR 1401 & SR 1402 Water Main Extension Project
14. Amendment of Greenville Utilities Commission's Water Capital Projects Budget for the Frog Level Road Water Main Extension
15. Various tax refunds
16. Budget ordinance amendment #1 to the 2009-2010 City of Greenville budget and ordinances establishing the Storm Drainage Maintenance Improvement Capital Project Budget and the Other Post Employment Benefit Agency Fund

VII. New Business

17. Presentations by boards and commissions
 - a. Redevelopment Commission
18. Local Realtor Participation in the West Greenville 45-Block Revitalization Area Affordable Housing Development Program
19. Uptown Greenville contract for services
20. Purchase of property located near Fire Tower Road for a Fire-Rescue Station

VIII. Review of August 13, 2009 City Council agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Minutes of the June 1, June 8, and June 11, 2009 City Council meetings and the April 21, 2009 and May 12, 2009 joint meetings of the City Council and Greenville Utilities Commission

Explanation: The minutes of the June 1, June 8, and June 11, 2009 City Council meetings and the April 21, 2009 and May 12, 2009 joint meetings of the City Council and Greenville Utilities Commission have been prepared and are ready for City Council consideration.

Fiscal Note: None.

Recommendation: Approval of the minutes of the June 1, June 8, and June 11, 2009 City Council meetings and the April 21, 2009 and May 12, 2009 joint meetings of the City Council and Greenville Utilities Commission.

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- [4 21 09 Minutes](#)
- [5 12 09 Minutes](#)
- [06 01 09 Minutes](#)
- [06 08 09 Minutes](#)
- [06 11 09 Minutes](#)

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
April 21, 2009

The Greenville City Council held a joint meeting with the Greenville Utilities Commission on the above date at 4:00 PM in the Board Room of the Greenville Utilities Commission Building. Mayor Dunn and Chairman Evans presided over the meeting. The following members were present.

Council Members

Mayor Pat Dunn
Mayor Pro-Tem Mildred A. Council
Council Member Rose Glover
Council Member Max Joyner, Jr.
Council Member Bryant Kittrell
Council Member Calvin Mercer

Commission Members

Chairman Lynn Evans
Vice-Chairman Lester Brown
Commissioner Wayne Bowers
Commissioner Don Edmonson
Commissioner Julie Carlson
Commission Stan Eakins
Commissioner Vickie Joyner
Commissioner Freeman Paylor

ABSENT: Council Member Larry Spell

CALL TO ORDER

Mayor Dunn called the City Council to order and ascertained that a quorum was present.

Chair Evans called the Greenville Utilities Commission Board to order and ascertained that a quorum was present.

OPENING OF MEETING

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

Motion was made by Commissioner Paylor and seconded by Commissioner Eakins to approve the agenda as presented. Motion carried unanimously.

CONSIDERATION OF HEALTH INSURANCE PROPOSAL – RECOMMENDATION TO SHIFT TO SELF-FUNDED PLAN AND RECOMMENDATION TO APPROVE DUAL OPTIONS BENEFITS PLAN

City Manager Bowers reminded the group that in September 2008, the City and Greenville Utilities contracted with Mercer to perform a detailed network and plan design analysis of the current health insurance benefits. Major changes have not taken place in 12 to 13 years. In October, Mercer looked at the comprehensive market. The health insurance premiums have been increasing approximately 7.7% per year, which is a major part of the budget. No other part of the budget has risen that quickly. Mercer shared the results of the benchmarking research with the Committee during the February 23, 2009 Joint City/Greenville Utilities Commission Pay and Benefits Committee meeting. Information was also presented on different options going forward. Based on that information, the Committee asked that staff develop different options going forward.

Mr. Steve Graybill of Mercer informed the City Council and the Greenville Utilities Commission that Mercer developed scenarios that maintained the current salary bands and that includes a core plan with employee premium costs similar to what employees are currently paying, and an enhanced plan that is similar to the current plan but with a zero deductible for in-network services and a reduced out-of-pocket annual maximum. After a careful review of several scenarios, staff proposed a self-funded plan which lowers the premiums that employees would pay for the core plan while asking employees who choose the enhanced plan to share in the costs of the difference between the two plans. The increased cost to the City of Greenville and Greenville Utilities Commission would be 2.4%. Compared to projected costs, if they choose to maintain the current fully insured plan, the overall savings to the two entities will be \$677,000 or 5.7%. This recommendation provides employees with a choice between two health insurance plans. The core plan, which will cost the employee about four percent less in premiums, provides an alternative that lowers the cost of basic health insurance for the employees. The enhanced plan, which will cost the employee about three percent more in premiums, provides an option for those employees who choose to pay for higher benefit levels. One of the goals is to make health insurance more affordable for employees by providing an alternative to those employees who may not be able to afford a high benefit plan, but who need basic health insurance. This dual-option approach with self funding also reduces the overall health insurance costs for the City and Greenville Utilities and represents a first step toward involving employees more directly in the health insurance decision-making process.

City Manager Bowers stated that the dual option approach offers mild changes and will not overly confuse employees. The goal is to introduce a long-term strategy and to get employees involved. The benefits are not greatly different.

Questions were asked about the role of Mercer going forward, and the group was informed that Mercer will partner with the City/Greenville Utilities Commission with any assistance it needs and will work with staff however the City/Greenville Utilities Commission chooses to contract. The intent is to contract with someone to help set up the self-funded plan. The firm chosen will help provide services on a fee basis. The City/Greenville Utilities Commission's role will be to

work with the consultants and partner to make sure the process of obtaining someone to administer the program is competitive.

Council Members Joyner and Kittrell expressed concern about having qualified people in Greenville that would like to have input into the process, and City Manager Bowers asked that the group look at the recommended program based on its merits, not the next step. The item on the agenda is to shift to the self-funded plan and to approve the dual options benefits plan, not to vote on the process that will be used.

Council Member Joyner stated that he would like to see quotes from Blue Cross Blue Shield, Cigna and Wellpath. He expressed concern about whether the City is saving money by cutting benefits. He further questioned the benefits and cost to employees under each plan.

City Manager Bowers explained that by paying less, the employee will receive lesser benefits. Whether the old or new plan will cost more will depend on how much the employee uses the plan.

Concern was expressed about the risk exposure that the City/Greenville Utilities Commission might have.

Mr. Graybill stated that the City and Greenville Utilities would need to be disciplined about their reserves if it goes to the self-funded plan. There would need to be a six to eight week reserve, and the group could also buy stop loss insurance at a manageable level. The group's history for the past three years has been consistent.

Upon being asked who would pay the other agency's claims if they were high (Airport, Library, etc.), the City Manager responded that the money would be pooled. If one of the agency's claims were too high, that group could be removed from the coverage.

Council Member Joyner expressed that he would like more information to decide if he feels this is what the group needs to do, such as how to handle other agencies. He indicated that he is not ready to vote on this issue.

City Manager Bowers stated that changes were made to keep the increase to 7.7%. Blue Cross Blue Shield was lower than CIGNA the last time the contract was considered; however, it couldn't guarantee the amount of increase (if any) for the second year, so the group did not go with them.

Council Member Joyner stated that he would like information from the County for five to ten years on their self-funded insurance plan.

Mr. Graybill stated that there is a very low probability that the expenses would exceed what is in the plan. They can look at a 125% aggregate.

(Mayor Pro-Tem Council joined the meeting at 4:45 p.m.)

Council Member Mercer expressed that they should move more aggressively on the wellness concept.

City Manager Bowers stated that is a step that is being considered for down the road.

Staff was asked who will administer the program, how much risk the City will take, how much savings the City will gain, and whether the employee will benefit equally from either.

Mr. Graybill informed the group that a decision couldn't be put off too long, because the minimum implementation period of self-funding is 90 to 120 days.

Council Member Joyner stated that BB&T has an insurance model that he likes. He further stated that he would love to see all the steps that are being considered for the future.

Motion was made by Council Member Kittrell and seconded by Council Member Joyner to table this item until a joint meeting in May so that answers could be provided and for Commissioner Eakins to help with the calculations on risk probabilities. Motion carried unanimously.

Motion was made by Commissioner Bowers and seconded by Commissioner Edmonson to table this item until a joint meeting in May so that answers could be provided and for Commissioner Eakins to help with the calculations on risk probabilities. Motion carried unanimously.

CONSIDERATION OF FY 2009-2010 MARKET ADJUSTMENT AND CONSIDERATION OF FY 2009-2010 MERIT POOL

Motion was made by Council Member Kittrell and seconded by Council Member Mercer to accept the Joint City Council/Greenville Utilities Commission Committee's recommendation on the 2009-2010 market adjustment and the 2009-2010 merit pool, which was to suspend the merit program for FY 2009-2010 and revisit the issue in six months based on economic and financial conditions, grant no market adjustments to the pay plan or to employee salaries during FY 2009-2010, and to delay the budgeted Classification and Compensation Study and revisit consideration of the project in six months. Motion carried unanimously.

Motion was made by Commissioner Bowers and seconded by Commissioner Edmonson to accept the Joint City Council/Greenville Utilities Commission Committee's recommendation on the 2009-2010 market adjustment and the 2009-2010 merit pool, which was to suspend the merit program for FY 2009-2010 and revisit the issue in six months based on economic and financial conditions, grant no market adjustments to the pay plan or to employee salaries during FY 2009-2010, and to delay the budgeted Classification and Compensation Study and revisit consideration of the project in six months. Motion carried unanimously.

ADJOURN

There being no further business, motion was made by Council Member Glover and seconded by Council Member Mercer to adjourn the meeting at 5:15 p.m. Motion carried unanimously.

Motion was made by Commissioner Brown and seconded by Commissioner Paylor to adjourn the meeting at 5:15 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC
City Clerk

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
May 12, 2009

The Greenville City Council held a joint meeting with the Greenville Utilities Commission on the above date at 5:30 PM in the Board Room of the Greenville Utilities Commission Building. Mayor Dunn and Chairman Evans presided over the meeting. The following members were present.

Council Members

Mayor Pat Dunn
Mayor Pro-Tem Mildred A. Council
Council Member Rose Glover
Council Member Max Joyner, Jr.
Council Member Bryant Kittrell
Council Member Calvin Mercer
Council Member Larry Spell

Commission Members

Chairman Lynn Evans
Vice-Chairman Lester Brown
Commissioner Wayne Bowers
Commissioner Don Edmonson
Commissioner Julie Carlson
Commission Stan Eakins
Commissioner Vickie Joyner
Commissioner Freeman Paylor

CALL TO ORDER

Mayor Dunn called the City Council to order and ascertained that a quorum was present.

Chairman Evans called the Greenville Utilities Commission Board to order and ascertained that a quorum was present.

OPENING OF MEETING

Motion was made by Council Member Mercer and seconded by Mayor Pro-Tem Council to approve the agenda as presented. Motion carried unanimously.

Motion was made by Vice-Chairman Brown and seconded by Commissioner Eakins to approve the agenda as presented. Motion carried unanimously.

Mayor Dunn reminded the group that in September 2008, the City and Greenville Utilities Commission contracted with Mercer to perform a detailed network and plan design analysis of the current health insurance benefits. Mercer shared the results of the benchmarking research with the Committee during the February 23, 2009 Joint City/Greenville Utilities Commission Pay and Benefits Committee meeting. Based on that information, the Committee asked that staff develop different options going forward. The City Council and Greenville Utilities Commission met on April 21, 2009 at which time Mercer made a presentation on different scenarios that had been developed. Several questions were raised at this meeting. The discussions were tabled for a later date so that answers could be provided on several questions that were raised during this joint meeting. Commissioner Eakins was invited to help with the calculations on risk probabilities.

Mayor Dunn pointed out that self insurance is not a new idea. Pitt County has had this type of insurance for over 12 years and Pitt County Memorial Hospital has had this type of insurance for over 15 years. This is being done in many places across the country.

Mayor Dunn stated that a question was raised at the April 21, 2009 joint meeting about the insurance for the employees at the Convention Center and the Pitt-Greenville Airport. The Convention Center has been insured through the City plan since 1988, the Airport since 1973, the Library since 1973, and the Housing Authority since 1981. None of the monies required to cover their insurance has been provided by the City and is covered by their respective budgets.

City Manager Bowers distributed a list of 10 questions from the April 21, 2009 joint meeting. He pointed out that most of the questions were addressed in the back-up information on this list and questions 2 through 8 are addressed in the presentation. He also pointed out that Assistant City Manager Thom Moton had provided a memo on Pitt County's self-funded insurance that it has used for over 13 years. Mr. Bowers introduced Mr. Steve Graybill and Jeff Rainstein from Mercer.

Mr. Steve Graybill reviewed the summary of benefit strategy. He pointed out that the plans were reviewed relative to geographic, utility and government sector findings from the Mercer Survey Data. He explained that overall the plans are slightly richer than the market. Funding arrangements were also reviewed. Currently, a full insurance arrangement was compared to self insurance and a savings is projected. He reviewed numerous options for design changes and concluded that a dual option choice strategy would provide an excellent competitive platform to meet employee and employer needs. Current 3 rate tiers were reallocated to reflect 4 rate tiers and to allow more choice. A current wellness program is very comprehensive and should be integrated more with the overall benefits program. Overall savings to the two entities would be \$901,000 or 6.6%.

Chairman Evans asked why the two entities needed a broker. If a broker is needed, how would the two entities know they would get the services for the least cost.

Mr. Graybill stated that the two entities would need an advisor to help with setting the premiums, establishing a budget, analyzing trends and utilizations, projecting costs in the future, getting the

plan set up correctly, and integrating a wellness plan. The framework is in place to work toward a wellness plan

Mr. Evans pointed out that if there is a need for a broker and their expertise then the broker would be paid for by the insurance carrier and not by the entities. He questioned how the entities would know if they are getting the best rate for a broker.

Mr. Graybill stated that in the health insurance world today all of the rates are filed separately and everything is fully disclosed to the employer with a pre-determined set commission.

Council Member Joyner stated that the broker could be put out for bid. He stated that a broker is needed for their expertise.

City Manager Bowers stated the costs would be what CIGNA and the broker work out. The broker would be someone to advise Greenville Utilities Commission and the City on the plan.

Council Member Kittrell stated that he was not impressed with the County's plan if they still had 9 to 11% increases with a self-funded plan. Greenville Utilities Commission and the City have average increases of 6.75% with a provider.

Assistant City Manager Thom Moton stated that the County has averaged 9-11% premium increase annually since going to the self-funded plan. Pitt County Manager Scott Elliott pointed out that historically there have not been any incentives to encourage covered health insurance members to use their benefits wisely. The lack of those incentives had an adverse impact. An employee who has the sniffles chooses to seek treatment from an urgent care center as opposed to making an office visit to see the physician. Those types of member behaviors are being managed through the self-funded health insurance plan because Pitt County can apply savings from better plan utilization to reward employees. Their plan is very rich. A \$20 co-pay to primary care physician, \$40 to specialist, \$50 to urgent care center and \$500 annual deductible only applies for inpatient care or for referral outside the physician's office for diagnostic tests.

Council Member Kittrell stated that this model is not very impressive.

Council Member Joyner stated that the key would be to concentrate on the wellness. If the entities are trying to save money on the plan, he suggested that quotes be obtained from CIGNA and Blue Cross Blue Shield to determine competitive plans. If there is not much difference in the plans, then they should stay with CIGNA.

Council Member Joyner expressed appreciation to Mercer on their job so far. There are qualified firms in Greenville/Pitt County that could be the third party broker. The entities should allow local business to bid. If the bids are not competitive or firms do not have the expertise, then go outside of Greenville/Pitt County but he suggested supporting the local citizens of Greenville/Pitt County.

City Attorney Holec informed the group that it cannot restrict consideration to local firms only. It has to look for the best qualified.

General Manager/CEO Elks stated that advertisements would be placed with the local and regional media, and requests for proposals could be sent directly to interested parties. Staff maintains a list of firms that have expressed an interest. There would be a combination of media and direct mail.

City Manager Bowers stated that the recommendations from staff and the joint City/Greenville Utilities Commission Pay and Benefits Committee are to establish a self-funded health insurance program for City/Greenville Utilities Commission employees effective January 1, 2010 and to create a dual option plan that gives employees a choice of a core plan or an enhanced plan.

Mr. Graybill stated that a cost effective deal can be negotiated with CIGNA because the City and Greenville Utilities Commission are already in the CIGNA programs. Patients (employees) would enjoy continuity of care with their present physicians. There are a lot of administrative work that needs to be done to get the plan implemented properly with Greenville Utilities Commission and the City. Staying with CIGNA could lead to some efficiencies. From a network standpoint, CIGNA and Blue Cross are the only two players in the area. CIGNA is well ahead with their wellness programs. He recommended from a continuity of care standpoint and building on what has already been invested, going with CIGNA is something that is worthwhile.

Council Member Joyner stated that he would like to get a quote from both CIGNA and Blue Cross Blue Shield, knowing that it would be easier to stay with CIGNA. It would be competitive.

City Manager Bowers stated that staff could look at CIGNA and Blue Cross but action is needed on the recommendations to get started.

Motion was made by Council Member Glover and seconded by Council Member Joyner to establish a self-funded health insurance program for the City/Greenville Utilities Commission employees effective January 1, 2010 and to create a dual option plan that gives employees a choice of a core plan or an enhanced plan. Motion carried unanimously.

Motion was made by Commissioner Edmonson and seconded by Commissioner Carlson to establish a self-funded health insurance program for City/Greenville Utilities Commission employees effective January 1, 2010 and to create a dual option plan that gives employees a choice of a core plan or an enhanced plan. Motion carried unanimously.

City Manager Bowers reported that the implementation steps will include CIGNA administrative services negotiation, CIGNA design and funding implementation, external market stop loss marketing--for aggregate and specific stop loss, and enrollment communication.

Mayor Dunn pointed out that someone is needed to administer the program and staff needs to identify the person to administer the program. The managers need expertise to write the criteria that is needed. Mayor Dunn recommended that Mercer continue to be used as staff seeks to identify who is going to administer the program and also put out for bid.

Council Member Joyner commended Mercer for a great job with this process to date. Carolina Benefits and Clement Company are two qualified groups in Greenville that are large enough to do the job. In these economic times, there are qualified people in Greenville that can do this work.

Motion was made by Council Member Kittrell and seconded by Council Member Joyner to direct staff to develop and award a bid for a consultant who would provide assistance in the implementation of the new self funded health insurance plan which would include assistance in developing the second RFP and to award a second bid for a TPA (Third Party Administrator) to administer the new health benefits insurance plan and to provide assistance in the acquisition of stop loss reinsurance. Motion carried unanimously.

Motion was made by Vice-Chairman Brown and seconded by Commissioner Paylor to direct staff to develop and award a bid for a consultant who would provide assistance in the implementation of the new self funded health insurance plan which would include assistance in developing the second RFP and to award a second bid for a TPA (Third Party Administrator) to administer the new health benefits insurance plan and to provide assistance in the acquisition of stop loss reinsurance. Motion carried unanimously.

ADJOURN

There being no further business, motion was made by Council Member Joyner and seconded by Council Member Mercer to adjourn the meeting at 5:15 p.m. Motion carried unanimously.

There being no further business, motion was made by Commissioner Edmonson and seconded by Commissioner Paylor to adjourn the meeting at 5:15 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC
City Clerk

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
June 1, 2009

The Greenville City Council met in a regular meeting on the above date at 6:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Patricia C. Dunn presiding. The meeting was called to order, followed by the invocation by Council Member Calvin Mercer and the pledge of allegiance to the flag. The following were present.

Mayor Patricia C. Dunn
Mayor Pro-Tem Mildred A. Council
Council Member Rose H. Glover
Council Member Max Joyner, Jr.
Council Member Bryant Kittrell
Council Member Calvin Mercer
Council Member Larry Spell
Wayne Bowers, City Manager
Wanda T. Elks, City Clerk
David A. Holec, City Attorney

APPROVAL OF AGENDA

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

NEW BUSINESS

SUBSTANTIAL AMENDMENT TO THE 2008-09 COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

Senior Planner Sandra Anderson reported that on May 5, 2009, the United States Department of Housing and Urban Development announced the availability of additional funding for the Community Development Block Grant (CDBG) program under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Funding that is available under the Recovery Act has clear purposes—to stimulate the economy through measures that modernize the nation's infrastructure, improve energy efficiency, and expand educational opportunities and health care. HUD desires that CDBG-R grantees carefully evaluate proposed projects for consistency with the overarching goals of the Recovery Act, especially the above-cited purposes. To that extent, HUD is strongly urging grantees to use CDBG-R funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings. The Recovery Act appropriated \$1 billion of CDBG funding and is distributing \$980 million to grantees that received CDBG funding in FY 2008. The City of Greenville has been allocated \$216,580. The formula used for allocation of CDBG-R funds is the same as the formulas used for the annual allocation of CDBG funds. As a condition of acceptance, recipients of Recovery

Act funds must prepare and submit an amendment to the Annual Action Plan to HUD by June 5, 2009. In addition, 50% of the funds must be obligated by the recipient by June 17, 2009. The City's proposed amendment to the 2008-2009 Annual Action Plan as required by CDBG-R is as follows: \$21,650 Planning and Administration, \$30,000 Public Service Activities (Family Violence Program "New Direction" and STRIVE), and \$164,930 Housing Rehabilitation. The comment period has been May 26 through June 3, and the amendment to the annual action plan has to be at HUD by June 5.

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

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Glover to approve the submittal of Substantial amendment to 2008-2009 Annual Action Plan for CDBG-R allocation of \$216,580 and authorize the Mayor to sign all required documents. Motion carried unanimously.

ECONOMIC STIMULUS FUNDING

City Manager Bowers reminded the Council that at the May 14, 2009 meeting, the Council requested a report on federal economic stimulus funding. Since the approval of the American Recovery and Reinvestment Act of 2009 (ARRA) on February 17, 2009, staff has been pursuing all funding opportunities available to the City. The ARRA contains no earmarks and makes funds available through 75 existing grant programs. The City will receive certain grant funds on an entitlement basis, can apply directly to the federal government for some funds, and can apply for federal funds made available through the state. Each program has its own particular grant requirements and timelines. He went through the status report and gave an update.

RESOLUTION CALLING FOR EXECUTION AND DELIVERY OF THE INSTALLMENT FINANCING AGREEMENT, DEED OF TRUST, AND THE PROJECT FUND AGREEMENT FOR THE REFINANCING OF THE BONDS (SERIES 1998 CERTIFICATE OF PARTICIPATION BONDS) AND FINANCING CERTAIN STREET IMPROVEMENTS – ADOPTED

City Manager Bowers reminded the Council that at the April 20, 2009 City Council meeting, Council approved a resolution calling for a public hearing to refund bonds (Series 1998 Certificates of Participation (COPS)) and to issue new debt for street improvements. During the May 14, 2009 meeting, the City Council conducted the public hearing pertaining to the financing. The resolution approves the proposed installment financing agreement and permits the City Council to approve the proposed installment financing agreement, deed of trust, and project fund agreement. The installment financing agreement will authorize the transaction between the City of Greenville and Branch Banking and Trust Company (BB&T). It will provide funds to refinance the COPS Series 1998 (City of Greenville Public Facilities and Equipment Project) and the financing of street improvements at Thomas Langston Road and Stantonsburg Road/Tenth Street Connector. The deed of trust ensures repayment by the City to the Bank of monies borrowed. The project fund agreement will allow the City to set up a project

fund account with BB&T as a means to deposit the amount borrowed and withdraw funds as required for the project.

Director of Financial Services Bernita Demery stated that the City would draw down money from BB&T as funds evolved.

Motion was made by Council Member Glover and seconded by Mayor Pro-Tem Council to adopt the resolution approving a proposed installment financing agreement and certain other documents for the refinancing of the bonds (Series 1998 Certificate of Participation Bonds) and financing certain street improvements. Motion carried unanimously.

FISCAL YEAR 2009-10 BUDGET

City Manager Bowers reminded the City Council that on May 11, 2009, presentations were made to the City Council on the proposed budgets for Greenville Utilities Commission, Sheppard Memorial Library, Convention and Visitors Authority, and the City of Greenville. City Manager Bowers informed the Council that the approved financial plan for FY 2009-2010 was \$71,903,422, and the adjusted plan was \$70,299,166, which included a decrease of \$1,604,256 that was implemented May 11, 2009. Since that time, the adjusted plan has changed to \$71,133,682, so the plan was actually decreased by \$769,740. The difference is the carryovers--\$328,150 for Fire/Rescue Station #7 design and land acquisition, \$42,269 for environmental study for River Park North, \$35,000 for gravel road at Greenwood Cemetery Road, \$199,604 for gymnasium HVAC system at the Greenville Aquatics and Fitness Center and Eppes Center, \$141,993 to complete the Police-Fire/Rescue Building maintenance, and \$87,500 for home ownership and grant match in Community Development, a total of \$834,516 in carryovers. Total sales tax is \$15,638 above what was budgeted (the May 11 projection was \$13,736,686, and the revised projection is \$13,781,890). Transfers were \$158,582 below what was projected. Included in the budget is \$1,151,642 for contingency (\$200,000 from base contingency, \$77,955 for police grant match, \$250,000 for designation for OPEB, and \$623,687 for undesignated fund balance). The adjusted Sheppard Memorial Library budget is \$2,436,321, and the adjusted Sanitation budget is \$5,731,978.

City Manager Bowers and Director of Financial Services Bernita Demery explained that OPEB stands for Other Post Employment Benefits, which is deferred compensation for former employees. Employee benefits are a significant and often growing element of employee-related costs. OPEB is important because it is an added incentive for employees and aids in the recruitment and retention of employees. It is a balance with the private sector benefits. GASB 45 required that governments begin addressing OPEB by June 30, 2008. The \$250,000 that the City has set aside for FY 09 and 10 is not sufficient to cover the costs; however, it is a beginning. These contributions that are paid to the State for the plan are irrevocable, meaning that they can only be used for the intended purpose. NC State Senate Bill 580 provides for the irrevocable trust and provides the ability to invest funds with the State Treasure and to authorize the Treasurer to make equity investments. The plan addresses healthcare costs. Currently, the City provides health insurance for all full-time employees and retirees with at least 20 years of service at 95%. The claims are paid on a pay as you go basis. Potential benefit adjustments that can be made are to lower the contribution percentage from 95%, discontinue coverage after Medicare

eligibility, change the qualification threshold that is now 20 years, change to a fixed amount contribution, or to phase out and begin a retirement health savings plan.

Upon being asked if the City could get the \$250,000 back and handle the funds, Ms. Demery replied that since it is an irrevocable trust, the City would not get its money back. City Attorney Holec informed the Council that if the City set up its own fund, it would need State legislation to set up special investment options. The funds are not a revenue or expenditure for the State.

Upon being asked if it is better to go with the State on the funding, Ms. Demery replied that it is with the resources the City currently has. She was unable to say whether the City would have to hire someone to manage it; however, she did state that the City would need to team with another agency such as Greenville Utilities Commission or some other pools to manage it. It is likely that the State will have a more consistent team of people experienced in making investments.

City Manager Bowers stated that if the City is not putting money aside as the retiree pool gets larger and staff has to take it out of current budget, it makes it more difficult. The City needs to start preparing for this by putting aside a certain amount every year.

Ms. Demery stated that the City had its first actuarial study in 2007 as required by the new law. The City did not know about that. That is why GASB put the law into effect.

City Manager Bowers stated that until the City saw the actuarial study, it just knew that healthcare costs were going up. In 1999, the City was paying \$118,000 for retiree healthcare coverage, and in 2008, that number was \$534,000. Healthcare cost for retirees is a part of the budget that has been increasing rapidly, and it is going to become a tremendous burden at some point in the future. The City Manager then showed the OPEB options--continue to pay as you go, begin funding ARC, a combination, or adjust the benefit. The City is putting a small amount in a fund that it hopes will give a return. The City can also lower costs by adjusting future benefits, which is the long term solution. With increasing healthcare costs and the retirement of more people, if the City doesn't adjust the benefit, the cost will go up even more in the future even though the actuarial has put in liberal assumptions. The bottom line is that if the City is going to pay less, the cost will go up, and the shift will go to retirees. Potential benefit adjustments include lowering the contribution percentage (which is now 95%); discontinuing coverage after the employee becomes Medicare eligible, changing the qualification threshold (now 20 years), changing to a fixed amount contribution, or phasing out and beginning a retirement health savings plan.

Staff was asked to provide the number of employees who retire with twenty years and receive the health benefit.

City Manager Bowers explained that to retire on the state retirement system, one has to have in 30 years or be a certain age. City Manager Bowers stated that staff will do a survey of what other cities are doing. Since the City has a joint benefit plan with Greenville Utilities Commission, he needs to get with them to see what would be best for both groups of employees. Staff will see what is being done in other organizations. The City Manager was asked to get

input from staff, and he responded that it would be difficult for an employee to say what would be best as they all like the benefit like it is.

Council Member Mercer suggested setting as a goal that the City would have a handle on this when the next budget is considered. Staff was also asked to provide periodic updates.

City Manager Bowers stated that it requires an actuarial study.

Staff was asked to come back in three months with a recommendation. City Manager Bowers stated that a survey would be the first thing to be done, and that can be done before three months is over.

Council Member Kittrell suggested that this be considered at the 2010 planning session.

City Manager Bowers concluded his budget presentation by stating that the General Fund revenues are \$29,641,438 from property tax, \$13,736,686 from sales tax, \$5,338,099 from utilities franchise tax, \$5,250,136 from GUC transfer, \$2,409,670 from rescue service, and \$14,757,654 from other sources, for a total of \$71,133,682. Expenses are \$12,127,343 for Fire/Rescue, \$2,907,322 for Information Technology, \$20,599,719 for Police, \$9,653,824 for Public Works, \$6,197,166 for Recreation and Parks, \$13,431,627 for other, and \$6,216,681 for transfers, for a total of \$71,133,382.

City Manager Bowers informed the Council that he didn't want to change the sales tax that was in projected in May, as it has to be looked at over the long term. His recommendation is to keep it at what is recommended by staff. He was asked to work with the North Carolina League of Municipalities and North Carolina Association of County Commissioners regarding the sales tax.

Extensive discussion took place about the recycling program and having the boards and commission meetings televised. Council Member Joyner asked that staff obtain the apartment complex managers input on the recycling at apartment complexes.

The City Manager reminded the Council that it asked to see how the recommendation to increase recycling fit in the budget and the impact on apartment complexes. It is no budget impact. Staff would try to get grants for apartment and multi-family complexes but doesn't recommend that the City provide it. The Council asked about the budget impact for televised meetings, and there is no budget impact for that if a few boards will be televised; however, if the number will be large, there may be a budget impact because another person may need to be hired. Council asked for a report from staff with all boards and commissions with 11 or fewer members. Staff is in the process of looking at that and whether more people would be needed. The Environmental Advisory Commission can be televised with no additional staff; however, if the City goes to having more boards and commissions televised, there may be a budget impact. The report being worked on by staff did not include polling the board members.

Staff was asked to not sacrifice the public information efforts such as City Scene to televise more boards and commissions.

Staff was asked to gather the input of the apartment complex managers on the recycling issue.

City Manager Bowers stated that \$40,000 has been included in the Sanitation budget for public education and information. If the Council wishes to go with the \$40,000 budgeted for recycling, staff has laid out a way to go that way.

Motion was made by Council Member Mercer and seconded by Council Member Spell to request that the liaisons to the boards and commissions check with them to see if they would like to be televised and to bring that information back to the Council in August.

After a suggestion was made by the City Manager that the Council wait until it gets the staff report and then talk to the boards and commissions, Council Member Mercer withdrew his motion and Council Member Spell withdrew his second.

Motion was made by Council Member Joyner and seconded by Council Member Mercer to have the \$40,000 in the Sanitation budget for public education and information for recycling. Motion carried unanimously.

City Manager Bowers stated that staff is proposing that Bradford Creek Golf Course be an enterprise fund. Because it is paying for debt service (which will be paid off in 2013), it has not been self-supporting. Exclusive of the debt service, the enterprise fund would be in a positive position. Bradford Creek doesn't isn't charged the overhead that other enterprise funds are because they cannot afford it. In the future, this may be done, but it will be when it is not in a deficit posture. Since it was acquired in 1999, the cumulative deficit has been about \$324,000. With the \$66,068 which was a start-up transfer from the General Fund, it has been over \$390,000. A deficit is expected this year and next year. Hopefully, at some point, it will be in a posture to repay.

Discussion occurred about Bradford Creek being an enterprise and indirect costs not being included in the fund. It was explained that direct costs of 35% are applied to the other enterprise funds; however, because it has had a deficit posture, that has not been the case with Bradford Creek.

Council Member Joyner stated that if the golf course is going to be an enterprise fund, the Aquatics and Fitness Center should be one also.

Staff was asked to show the percentage of the different enterprise funds that are administrative costs.

City Manager Bowers reminded the Council that the budget public hearing is scheduled for June 1, and the adoption of the budget ordinance is scheduled for June 8.

ADJOURNMENT

Motion was made by Council Member Mercer and seconded by Council Member Spell to adjourn the meeting at 8:45 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC
City Clerk

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
June 8, 2009

The Greenville City Council met in a regular meeting on the above date at 6:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Patricia C. Dunn presiding. The meeting was called to order, followed by the invocation by Council Member Joyner and the pledge of allegiance to the flag. The following were present.

Mayor Patricia C. Dunn
Mayor Pro-Tem Mildred A. Council
Council Member Rose H. Glover
Council Member Max Joyner, Jr.
Council Member Bryant Kittrell
Council Member Calvin Mercer
Council Member Larry Spell
Wayne Bowers, City Manager
Wanda T. Elks, City Clerk
David A. Holec, City Attorney

APPROVAL OF AGENDA

Council Member Rose Glover asked that the Council allow Jeff Savage to address the Council regarding the property located at 609 Wyatt Street.

Motion was made by Council Member Glover and seconded by Council Member Joyner to add this item to this agenda as item 12B. Motion carried unanimously.

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Joyner to approve the agenda as amended. Motion carried unanimously.

CONSENT AGENDA - APPROVED

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

1. Minutes of the May 11 and May 14, 2009 City Council meetings
2. Resolution regarding the designation of an official to make recommendations to the North Carolina Alcoholic Beverage Control Commission on ABC permit applications (Resolution No. 09-34)
3. Resolution accepting dedication of rights-of-way and easements for Colony Woods Subdivision, Section 1; Colony Woods Subdivision, Section 2; North Creek Commercial Park; and Bent Creek Subdivision, Phase 2 (Resolution No. 09-35)

4. Agreement with the North Carolina Department of Transportation for storm drainage improvements along Dickinson Avenue (Contract No. 1780)
5. Review and Inspection Agreement with the North Carolina Department of Transportation for the upgrade and replacement of traffic signal equipment at the intersection of Memorial Drive and Thomas Langston Road (Contract No. 1781)
6. Contract award for the Thomas Langston Road Extension Project - Phase 1 (Contract No. 1782)
7. Contract award for the South Tar River Greenway Project - Phase 2 (Contract No. 1783) (Resolution No. 09-36)
8. Contract award for City Hall server room cooling system design services (Contract No. 1787)
9. Series Resolution for Greenville Utilities Commission's Installment Purchase Financing (Resolution No. 09-37)
10. Greenville Utilities Commission FY 2008-09 Budget Amendments (End-of-Year) (Ordinance No. 09-40)
11. Budget ordinance amendment #12 to the 2008-2009 City of Greenville budget and budget amendments to ordinances 98-72 (Computerized Traffic Signal Capital Project), 07-91 (West 3rd Street Capital Project), 06-98 (Thomas Langston Road Extension Capital Project), 04-85 (F/R Station 6, R&P Project, Carver Library Project), 06-24 (Sidewalk Construction) and 08-126 (Dickinson Avenue Capital Project), and an ordinance establishing a capital project budget for the Drew Steele Center Project (Ordinance Nos. 09-41 and 09-42)

12. Report on bids awarded

| Date Awarded | Description | Vendor | Amount | M/WBE Yes/No |
|--------------|---|-----------------------------|-------------|--------------|
| 4/28/09 | 14 Panasonic CF19 Laptop Computers | Southern Computer Warehouse | \$79,117.07 | No |
| 5/11/09 | Bradford Creek Soccer Complex Modular Restroom Facility | Modular Solutions, Inc. | \$98,600 | Yes |

REQUEST FOR EXTENSION OF TIME FOR DEMOLITION FOR 609 WYATT STREET - APPROVED

Mr. Jeff Savage, representing family members, requested that the Council extend the time for the demolition for 609 Wyatt Street for 90 days to allow time for him to secure the exterior of the

dwelling so that it will not present a public hazard. He stated that the family will make it as respectable as it can with limited resources. The house is his home place and is slated for demolition. He and his six siblings were raised in the two-bedroom home.

City Attorney Dave Holec informed the Council that the resolution adopted by Council called for the house to be brought into compliance within 90 days or be demolished. The intent is not to have the house secured within 90 days, but to actually bring it into compliance with the Minimum Housing Code.

Mr. Savage stated that his mother and uncle are planning to move there. He doesn't foresee the property becoming rental property outside of the family. The family wants to secure it well enough so that Council can see that it will be done good enough to be removed from the demolition list. A considerable amount of resources will have to be expended, and he is paying for it out of his pocket.

Mr. Holec reiterated that the property is on the list to be demolished if it is not repaired or a good faith effort being made to repair it within 90 days of the adoption of the ordinance. More than 90 days has expired. He suggested that if the Council addresses the 90 days to do just boarding up of the property, that there also be a deadline for bringing it into full compliance. It makes no difference as to whether the property is being rented out. The same requirements apply.

Council Member Joyner stated that he would like for the Council to table it for a month and for Mr. Savage come back with a written plan.

Mr. Savage stated that he has received a permit in the past and will comply. He is more than willing to come back with a plan of action.

Mayor Pro-Tem Council asked that staff provide Mr. Savage with some possible resource options to help the family make their goal.

Mr. Savage stated that staff has been quite thorough in making options available. There were some issues regarding the deed and those are being worked out.

Chief of Police William Anderson was asked to report on the property. He informed the Council that utilities were disconnected to this property on June 27, 2000. A temporary utility pole was disconnected March 19, 2009. The land value of the property is \$2100, and the building value is \$575, for a total tax value of \$2675. The estimated cost to repair the dwelling is \$66,931.85. Taxes are current. Judgments against the property as of May 26, 2009 are \$11,309.99. A code enforcement history was shown to Council that indicated 16 code enforcement issues at the address since 2001, ranging from public nuisance, minimum housing violations, weeded lots, and abandoned structure. The first minimum housing case on this property was initiated on June 10, 2005. Notification letters were sent to the property owner advising of the case and a hearing date was set for June 21, 2005. The second notification was sent on June 20, 2005. At the property owner's request, the preliminary hearing was waived. In the second notification letter, it was noted that the cost of repairs required were estimated to be more than 50% of the total value of

the home. The findings of fact revealed that the owner agreed to make repairs to the property and confirmed that the property was currently vacant. The findings of fact further ordered the owner of the dwelling to either bring the property into compliance with minimum housing standards or demolish the property by September 20, 2005. On October 7, 2005, the Chief Building Inspector condemned the property. There is no record of any action or attempts for compliance by the property owner during the year 2006. On February 23, 2007, Code Enforcement initiated a case for abandoned structure on this property. A hearing date was set for March 19, 2007. Notification was sent to the property owner, and the owner failed to appear at the hearing. On March 19, 2007 the finding of fact revealed that the structure violated the minimum standards of fitness and the requirements of Sections 9-1-71 through 9-1-79 of the Greenville City Code by reason of the following conditions existing in and about the structure—the roof had caved in, the exterior walls needed painting, and the house was ruled as unsafe. The owner was ordered by Code Enforcement to bring the structure into compliance by May 23, 2007, and he did not do so. On June 14, 2007, the City Council adopted an ordinance requiring the repair or demolition of the property within 90 days. In order for the owners of the property to bring the structure into compliance with the ordinance, the property would have to have been improved or demolished by September 14, 2007. On June 10, 2008, a building permit was issued for the property, and it expired December 11, 2008. According to the Chief Building Inspector, there have been no requests for inspections for any work conducted on the property. There are currently no active building permits for the property. On March 20, 2009, Code Enforcement conducted a follow-up inspection of this property. This inspection revealed the property was still not in compliance as directed by ordinance. Chief Anderson concluded by stating that it is staff's recommendation to proceed with the demolition.

Upon being asked about the work that has been done, Lieutenant Earl Phipps informed the Council that the work that has been done was done without the permission of the building inspector. No permit has been issued for work on the property.

Council Member Mercer stated that he would agree to the suggestion to allow 30 days for a plan of action; however, if at the end of that time, it was not done, he would be ready to see it demolished.

Mr. Savage informed the Council that the dwelling is over 100 years old, and it is one of Greenville's oldest standing structures. If it is demolished, there is no chance of doing anything. The family is hoping that City Council will allow the family to secure the structure. Even if it takes 10 years, if it is secured, it wouldn't pose a safety hazard to anyone. The family would continue to pay taxes. The family would like to secure the exterior so it is not a public hazard and take down things that were built without a permit. Mr. Savage stated that he didn't see that it would be a problem for the structure to be secured with no lone living in it while someone worked to rehab it. It shouldn't matter if it takes 20 years. They want this property in the family 10 years from now. That can't happen if the property is demolished.

Mr. Holec stated that a building permit is good for six months. If work is done to the property and the property is inspected, it will be good for another six months. Without the work being done for six months, it would expire.

Assistant City Manager Thom Moton stated that staff has worked diligently with the Savage family and has provided a generous grace period with substantial continuances. There are seven demolition order requests scheduled on the June 11 agenda. The staff tries to be sensitive to the needs of the owners and looks at CDBG funds as an option. In addition to the liens, there are other issues, such as clouded title and heir issues. The property has been vacant for a number of years. Assistant City Manager Moton further stated that before a demolition request comes to the City Council, it is boarded up by the City, and that was done in this case. The challenge has been that over the past two years, staff has been unable to get from the owner how he would commit to do the work. Staff didn't take pleasure in bringing this to Council; however, the Council has a role to be consistent with other structures that have a detrimental impact on the neighborhood.

Council Member Joyner suggested giving the Savage family 90 days to come up with a plan that the Council will either approve or disapprove and to postpone the order of demolition subject to approval of a plan.

Mr. Savage stated that the primary goal would be to not have a dwelling that is presenting a public hazard. The family wants the house and wants to move expeditiously.

Mr. Moton stated that the tax records indicate that it was built in 1920. The City has to keep its standards. The demolition has been extended two years past the original extension, and the structure is in an unsafe condition. Instead of some of the repairs being made, staff said to put a sound roof on it and make it watertight. Insulation is exposed. The project has been slower than the City would like for it to have been. The list of things to be done is based on the Minimum Housing Code. The City is trying to improve the area, and this is having a significant impact on West Greenville.

After discussion about this precedent this would set, funding that might be available for the property, and the plans for the dwelling, motion was made by Council Member Joyner for staff to grant Mr. Savage and the property owners of 609 Wyatt 90 days to come back with a plan that would have completion of the work in two years and that staff approve those plans and to have it secured within 90 days to City's satisfaction.

City Manager Bowers stated that they didn't need to wait 90 days to secure the house; however, waiting 90 days for the plan would be fine.

Council Member Glover offered an amended motion, which was to give the owners 90 days to come up with a plan on how they are going to proceed with the rehabilitation of the home and to have them work with Code Enforcement and Community Development to bring back the plan and to have the dwelling secured immediately. If the dwelling is not secured by Thursday, the City will secure it and send a bill to the property owners. Motion was seconded by Mayor Pro-Tem Council and carried unanimously.

PUBLIC HEARING ON PROPOSED FISCAL YEAR 2009-2010 BUDGETS FOR GREENVILLE UTILITIES COMMISSION, SHEPPARD MEMORIAL LIBRARY, GREENVILLE-PITT COUNTY CONVENTION AND VISITORS AUTHORITY AND CITY OF GREENVILLE

City Manager Wayne Bowers gave a brief overview of the budgets. The total budget for the City of Greenville is \$94,601,267; for Sheppard Memorial Library, \$2,436,321; for the Convention and Visitors Authority, \$843,279; and for Greenville Utilities Commission, \$269,968,839. A budget comparison of this budget year and last year was displayed to the Council as follows:

| | 2008-2009 | 2009-2010 |
|-----------------------------------|------------------|------------------|
| City | \$95,208,937 | \$94,601,267 |
| Sheppard Memorial Library Board | \$2,279,423 | \$2,436,321 |
| Convention and Visitors Authority | \$873,377 | \$843,279 |
| Greenville Utilities Commission | \$246,797,366 | \$269,968,839 |

Mr. Bowers reviewed the City budget, stating that the General Fund for FY 2009-2010 in the approved plan was \$71,903,422 and the proposed budget is now \$71,133,682, a decrease of \$769,740. There is no proposed property tax increase, and it is recommended that the tax rate remain at \$.52 per \$100 of valuation. There has been a two percent growth in the property tax base. With the recent economy, there has been a decline in sales tax, investment earnings, inspection fees, the Greenville Utilities Commission transfer, planning fees, and the Powell Bill. No market adjustment or merit raises are included. A two percent cut in discretionary spending has been incorporated. The cost of fuel is down, so the amount for fuel has been changed to \$2.40 per gallon. Utilities cost has increased three percent over the current year projection. With the proposed self insurance plan, a 3.8% increase is budgeted for health insurance. Recommended changes in personnel include a Systems Analyst in the Information Technology Department going from a ¾ to a full-time position, increase of 12 firefighters to be funded by the S.A.F.E.R. grant, and four positions in the Police Department that will be funded by three grants (Resource Coordinator, Crime Analyst, Victim's Advocate, and Investigator). Included also in the FY 2009-2010 budget is \$834,516 in carryovers--\$328,150 for design and land acquisition for Fire Rescue Station #7, \$42,269 for an environmental study for River Park North, \$35,000 for Greenwood Cemetery Road, \$199,604 for gymnasium HVAC system at the Greenville Aquatics and Fitness Center and Eppes Gym, \$141,993 to complete the Police-Fire/Rescue Building maintenance, and \$87,500 for home ownership and grant match in the Community Development Department. Also included in the budget is \$1,151,642 for contingency (\$200,000 for base contingency, \$77,955 for Police grant match, \$250,000 for the designation for OPEB (other post employment benefits), and \$623,687 for undesignated. The budget for other funds is \$5,731,978 for the Sanitation Fund, \$4,886,259 for the Stormwater Fund, \$4,809,138 for the Debt Service Fund, \$2,042,519 for the Transit Fund, \$1,525,673 for the Housing Fund, and \$935,125 for the Bradford Creek Golf Course Fund. City Manager Bowers concluded by stating that the consideration of the budget ordinance is scheduled for June 11, 2009. City Manager Bowers stated that there are representatives from Greenville Utilities Commission, Sheppard Memorial Library, the Greenville-Pitt County Convention and Visitors Authority, and the City of Greenville to answer questions on the proposed budgets.

Mayor Dunn declared a public hearing on the proposed FY 2009-2010 budgets for Greenville Utilities Commission, Sheppard Memorial Library, the Greenville-Pitt County Convention and Visitors Authority, and the City of Greenville. There being no comments, the public hearing was closed.

2009 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

Chief of Police William Anderson informed the Council that the United States Department of Justice notified the City on May 22, 2009 that the Greenville Police Department is eligible to apply for funds from the 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) program. This program allows state and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The proposed uses of the grant funds include purchasing five in-car camera systems, four laptops for patrol (with software), and new chairs and other equipment for the Communications Center. The in-car camera systems are to be installed in patrol vehicles to record officer activities and traffic stops. The cameras provide officer safety and can be used as evidence. The patrol laptops are to be used in conjunction with the new Records Management System and Computer Aided Dispatch. The chairs in the Communications Center have been used 24 hours a day, 7 days a week, for the past 14 years and are in dire need of being replaced, along with other equipment. The application must be submitted by July 9, 2009.

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

Motion was made by Council Member Glover and seconded by Council Member Joyner to approve submittal of the application to the U. S. Department of Justice. Motion carried unanimously.

PRESENTATION BY PLANNING AND ZONING COMMISSION CHAIRMAN

Chairman Bill Lehman gave an annual activity report to the City Council. He reported that from June 2008 to May 2009, the Planning and Zoning Commission has considered 18 rezoning requests involving 86 acres; 18 preliminary subdivision plat approvals involving 581 acres with 1,026 lots; 3 future land use plan map amendments involving 58 acres; 1 neighborhood plan for the Tar River/University Area, a 707 acre planning area containing 1,473 residential lots, 70 non-residential lots, 99 vacant lots, and 20 miles of public streets; 7 City Code and Plan amendments including percentage of food sales requirements for restaurants, dining and entertainment establishment use option, Medical District table of uses, nuisance regulations concerning vegetation that impedes public safety vehicle access, multi-family development signs in the downtown area, and the Greenway Master Plan (re. Pitt County District Park site – Signature Drive and Highway 43 – new greenway connector).

PRESENTATION BY NORTH CAROLINA'S EASTERN REGION

Mr. John Chaffee, Executive Director of the North Carolina's Eastern Region, informed the Council that the agency serves a 13-county area (Carteret, Craven, Duplin, Edgecombe, Greene, Jones, Lenoir, Nash, Onslow, Pamlico, Pitt, Wayne and Wilson), which is larger than the land mass of Connecticut and Rhode Island combined. It includes a population of 1,000,000 and five metropolitan areas containing more than 100,000 people. The agency was created and funded by the North Carolina State Legislature in 1993 as a unit of local government. It operates on \$22.5 million that is raised through local taxes, which is a revolving loan fund for member counties. The annual operating budget is \$2.0 to \$2.5 million. The group consists of one appointee per county and two appointees from each of the following: Governor's Office, Office of the Speaker of the House, and Office of the Senate President Pro-Tempore. The mission is to promote regional economic development by (1) creating growth through low interest loans, grants, business recruitment, business expansion, entrepreneurship, and tourism and (2) expanding capacity by marketing, public relations, research, partnerships, developing new assets, and building relationships. North Carolina's Eastern Region targets advanced manufacturing, aviation/aerospace, marine trades, life science: biotechnology/pharmacy/healthcare, defense-related industries, tourism/retiree attraction, and value-added agriculture. The major initiatives are BioEast Alliance (life sciences strategic planning and marketing tool), foreign direct investment (medium/long-range recruitment), global innovation network (linking emerging life science regions), inception micro-angel fund-east (early stage/patient capital for entrepreneurs), military growth task force (planning for 61,000 population growth in five years), tourism (first in the nation GIS based website), and workforce improvement network (enhanced/integrated workkeys training). To date, \$345,784 has been received in Pitt County for grants. Loans in the amount of \$2,860,499 for Pitt County have been received.

TOWN COMMON MASTER PLAN PROJECT – CONTINUED TO JUNE 11, 2009

Parks Superintendent Mark Gillespie reminded the Council that the goal of the Town Common Master Plan process is to develop specific strategies that will ensure this unique facility achieves its full potential as an integrated gathering place for Greenville's citizens, while preserving green space for future generations in the best tradition of park stewardship. The public input sessions were designed to identify specific concerns with the park as it currently functions, while gaining insight into the vision and priorities of Greenville's citizens. The Town Common is unique in that all of Greenville's residents consider it "their" park. Consequently, staff felt compelled to achieve the maximum exposure for the planning efforts by going well beyond the typical public input process. To achieve this, the first meeting was held in the City Council Chambers. This enabled the event to be televised, thus achieving maximum exposure and creating the opportunity for rebroadcast. Additionally, dedicated email and phone message services were provided to further maximize input potential.

Parks Planner Lamarco Morrison informed the Council that during Session 1, the participants were provided a list of program elements that were developed with the Uptown Development Commission and Community Development that was broken down into three categories—buildings and structures, hardscapes and open spaces and miscellaneous (utilities, etc.). The

program survey listed all the program elements and was responded to by 50 people on paper surveys, four via e-mail and two by voice mail. Of the program elements, fourteen were ranked as priorities.

| Programming Elements | Personal Priorities | | | |
|--|---------------------|-----------------|--------------|-------------|
| | High Priority | Medium Priority | Low Priority | Do Not Want |
| Buildings and Structures | | | | |
| Space for Event Vendors | 18 | 21 | 6 | 0 |
| Public Restroom Facilities | 35 | 7 | 4 | 1 |
| Outdoor Movie Theater | 18 | 16 | 11 | 1 |
| Enclosed Shelter | 14 | 16 | 13 | 4 |
| Multi-Purpose Educational Building | 15 | 9 | 16 | 6 |
| Piers at River | 23 | 11 | 6 | 1 |
| Pedestrian Bridge (Over Tar River to River Park North) | 37 | 10 | 1 | 0 |
| New Boat Launch | 15 | 12 | 11 | 4 |
| Small Spray Ground | 15 | 18 | 5 | 2 |
| Picnic Sites (Table on Concrete Pad, No Shelter) | 21 | 15 | 5 | 0 |
| Visitor Center/Kiosk | 18 | 4 | 7 | 6 |
| | | | | |
| Hardscape & Open Spaces | | | | |
| Space for Memorials and Historical Information | 23 | 14 | 11 | 2 |
| Water Features and Fountain | 16 | 12 | 11 | 1 |
| Gardens | 22 | 14 | 4 | 1 |
| Walking Trails | 29 | 10 | 0 | 0 |
| Parking & Vehicular Circular Improvements | 23 | 15 | 8 | 0 |
| Additional Street Lighting | 27 | 12 | 5 | 0 |
| Waterfront Plaza/Promenade | 19 | 15 | 7 | 1 |
| Realignment of First Street with Traffic Calming | 20 | 14 | 8 | 3 |
| Site Lighting Improvements | 26 | 10 | 2 | 0 |
| Site Furnishings & Amenities | 14 | 18 | 7 | 1 |
| Outdoor Chess Tables | 11 | 14 | 15 | 3 |
| Intimate Plazas | 12 | 11 | 14 | 3 |
| Space for Outdoor Public Art | 24 | 14 | 7 | 1 |
| Small Amphitheater for Outdoor Classes and Gatherings | 12 | 16 | 9 | 4 |
| Murals | 12 | 16 | 10 | 5 |
| | | | | |
| Miscellaneous | | | | |
| New Sound System at Amphitheater | 15 | 15 | 11 | 5 |
| Pedestrian Connection to Uptown | 29 | 10 | 2 | 3 |
| Relocate Radio Tower Off-Site | 22 | 12 | 2 | 4 |

Mr. Gillespie informed the Council that while space for public vendors didn't rank high, staff supports it since the Town Common is an event driven park. There are a lot of vendors that use the Town Common, and they are not adequately accommodated.

Mr. Gillespie stated that at the second meeting, there was a good turnout. They tallied the results from the programming survey, grouped the top rated program elements and ranked them. The priorities were:

1. Pedestrian bridge to River Park North
2. Public Structures
3. Site Improvements (Lighting, Parking, Paths, etc.)
4. Public Art
5. Gardens
6. Memorials
7. River Access (Esplanade, Piers, Boat Ramp)
8. Vendor Spaces

Mr. Gillespie stated that the next step is to develop and distribute an RFP for the development of a Master Plan. The preliminary work has been done with the public hearings, which has saved a good deal of money. The staff would like to seek a consultant to develop a master plan. Then they would have a plan and know where they want to go when opportunities arise. Bond funds will be used for this, if approved by Council.

Upon being asked what security measures would be taken if a bridge is constructed to River Park North to keep people from going to the facility afterhours when it is locked on the Mumford Road side, Mr. Gillespie replied that they could probably put a gate on the bridge.

Council Member Kittrell expressed concern about projects being given priority over more urgent needs, such as the bulkhead that needs to be done. The feasibility study seems to be a waste of money if the City cannot afford to do the projects.

Mr. Gillespie stated that engineering staff has done some work on the bulkhead. A master plan will provide well thought out ideas on improvements/additions to the parks system. He informed the Council that it is easier to get grants for funding some of the projects if there is a master plan in place.

Mayor Dunn informed the Council that she has learned that a connection to the center city would be a powerful selling point if the City is trying to make this an area of livability. It could truly be a central park.

After discussion about the \$50,000 for the master plan being included in the Redevelopment Commission's annual plan and coming out of the 2004 Bonds, the Council asked that this be continued until the June 11 City Council meeting, as that is when the Council is scheduled to vote on the Redevelopment Commission's Annual Work Plan.

The question arose as to why this would come out of the Redevelopment Commission's budget, and Council Member Spell stated that the location of the Town Common has an impact on the redevelopment of the district.

Director of Community Development Merrill Flood informed the Council that this is included in the Redevelopment Commission's Annual Work Plan, and the Commission is recommending it to the City Council.

Council Member Glover stated that the City needs to begin looking at what it is going to do for the businesses that are relocated from the Greenville Boulevard and Fourteenth Street area. She also asked for information on how the funds have been spent and what the remaining balance is from the 2004 West Greenville and Center City bond funds.

City Manager Bowers stated that this would be provided to City Council prior to the June 11 City Council meeting.

AUTHORIZATION TO APPLY FOR ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)

Director of Public Works Wes Anderson informed the Council that this is a stimulus funded program that is the energy version of the Community Development Block Grant Program. As a part of the American Recovery and Reinvestment Act (ARRA), Congress funded the Energy Efficiency and Conservation Block Grant program 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, maximize 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. The core principles include

1. Prioritize energy efficiency and conservation first as the cheapest, cleanest, and fastest ways to meet energy demand
2. Link energy efficiency efforts to long-term priorities (community economic development, community stabilization and poverty reduction efforts).
3. Programs and projects that create and/or retain jobs and stimulate the economy while meeting long-term energy goals
4. Programs that provide substantial, sustainable and measurable energy savings, job creation and economic stimulus effects
5. Give priority to programs and projects that leverage federal funds with other public and private resources
6. To the extent possible, develop programs and strategies that will continue beyond the funding period
7. Ensure oversight, transparency, and accountability for all program activities
8. Enact policies that transform markets, increase investments, and support program goals
9. Develop Comprehensive plans that benchmark current performance and set aggressive goals

Activities and projects that are eligible for funding as part of the grant include:

1. Development of an Energy Efficiency and Conservation Strategy
2. Technical Consultant Services
3. Residential and Commercial Building Energy Audits
4. Financial Incentive Programs
5. Energy Efficiency Retrofits
6. Energy Efficiency and Conservation Programs for Buildings and Facilities
7. Development and Implementation of Transportation Programs
8. Building Codes and Inspections
9. Energy Distribution
10. Material Conservation Programs
11. Reduction and Capture of Methane and Greenhouse Gases
12. Traffic Signals and Street Lighting
13. Renewable Energy Technologies on Government Buildings
14. Any Other Appropriate Activity

Mr. Anderson stated that the City is partially on its way to qualifying for the program for its part in the U.S. Mayors' Climate Protection Agreement, North Carolina League of Municipalities Green Challenge and the goals and objectives of the City Council within the past few years. The City has already adopted the LEED Policy and an Alternative Fuel Vehicle Policy. Also, the City has established the green building program and is nearly completed with its carbon footprint. Based on its population, Greenville is allocated funds directly from the Department of Energy (DOE), the program manager. Greenville has been allocated \$777,600. All grant funds must be spent within 36 months, and all must be obligated in 18 months. The City is required to submit to DOE a proposed Energy Efficiency and Conservation Strategy to obtain the funds. Since the City does not have a current strategy and the City's allocation is over \$250,000, the City can request up to \$250,000 to develop the strategy and for any initial activities/projects. The City's application must be submitted no later than June 25, 2009 to obtain the initial funding. The Energy Efficiency and Conservation Strategy must be completed and submitted to DOE within 120 days of award of the initial portion of the grant. One of the six elements of the strategy that must be included is identification of how the City's plan is designed to ensure the benefits are sustained beyond the EECBG funding period. This element, as well as other elements of the strategy, requires a more formal planning process be followed. The Public Works Department proposes to submit to DOE an initial request for funding to support the development of the strategy. Public Works is in the process of obtaining a consultant to help with the development of the plan under the guidance of a steering committee that consists of leaders from City government, Greenville Utilities Commission and select community organizations.

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Mercer to approve the initial grant application to obtain funding for the development of the strategy. Motion carried unanimously.

ORDINANCE AMENDING CHAPTER 2 OF TITLE 10 OF THE GREENVILLE CITY CODE BY ESTABLISHING SECTION 10-2-149 RELATING TO TEMPORARY PARKING RESTRICTIONS FOR SPECIAL EVENTS

City Attorney Dave Holec informed the Council that the Greenville Police Department receives requests for temporary street closings for special events such as Pirate Fest, the downtown bicycle race, and a variety of others. At this time, there is no provision in place that allows the Police Department to ensure that there are no vehicles parked on the affected streets prior to the start of a particular event. This ordinance will allow the Chief of Police or a designee to establish temporary parking restrictions for special events.

Motion was made by Council Member Mercer and seconded by Council Member Spell to approve the ordinance amending Chapter 2 of Title 10 of the Greenville City Code by establishing Section 10-2-149 relating to temporary parking restrictions for special events. Motion carried unanimously. (Ordinance No. 09-43)

REVIEW OF JUNE 11, 2009 CITY COUNCIL AGENDA

The Council Members did a cursory review of the June 11, 2009 City Council agenda and discussed the board and commission appointments.

Upon being informed by the City Manager that Chancellor Ballard has requested that the City consider waiving the rent that the University pays at the Intergenerational Center, motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to add this to the June 11 agenda as Item 22.

Motion was made by Council Member Spell and seconded by Council Member Mercer to place the Town Common Master Plan on the June 11, 2009 City Council agenda.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council gave general comments.

CITY MANAGER'S REPORT

The City Manager had no report to give.

ADJOURNMENT

Motion was made by Council Member Mercer and seconded by Mayor Pro-Tem Council to adjourn the meeting at 9:10 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC
City Clerk

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC
June 11, 2009

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

Mayor Patricia C. Dunn
Mayor Pro-Tem Mildred A. Council
Council Member Rose H. Glover
Council Member Max Joyner, Jr.
Council Member Bryant Kittrell
Council Member Calvin Mercer
Council Member Larry Spell
Wayne Bowers, City Manager
Wanda T. Elks, City Clerk
David A. Holec, City Attorney

APPROVAL OF AGENDA

Mayor Dunn asked that welcoming the international students be added to the agenda. Motion was made by Council Member Glover and seconded by Council Member Mercer to add welcoming the international students to the agenda. Motion carried unanimously.

Motion was made by Council Member Glover and seconded by Council Member Joyner to continue the ordinance requiring the repair or the demolition and removal of the dwelling located at 1610 Beatty Street until August 13, 2009. Motion carried unanimously.

City Manager Wayne Bowers reminded the Council that the Town Common Master Plan, the Intergenerational Center lease payments, and the closed sessions were carried over from the June 8, 2009 meeting. He also stated that a request was received to continue the Lampe Company request to August 13.

Motion was made by Council Member Mercer and seconded by Council Member Spell to approve the agenda as amended. Motion carried unanimously.

SPECIAL RECOGNITIONS

Director of Public Works Wes Anderson informed the Council that the Greenville Area Transit (GREAT) System was presented the 2008 Safety Award by the North Carolina Public Transportation Association. The drivers drove 230,000 miles in 2008 with no at-fault accident.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Board of Adjustment

Motion was made by Council Member Mercer and seconded by Council Member Spell to reappoint Charles Ewen as Alternate 1 and Scott Shook as Alternate 2 for a first term to expire June 2012 and John Hutchens for a second term to expire June 2012, and to appoint Susan S. Bailey as Alternate #3 to fill an unexpired term that expires June 2010, replacing Louis Treole, who resigned. Motion carried unanimously.

Community Appearance Commission

Motion was made by Council Member Spell and seconded by Council Member Joyner to reappoint Albrecht McLawhorn for a second term to expire April 2012. Motion carried unanimously.

Council Member Spell asked that the appointments for replacement for Jane Cartwright, Ben Deck, Brian Griffith and Robert Waddell not be done at this time, because there is discussion about reducing the membership of the Board. Robert Waddell, Brian Griffith, and Ben Deck have not met the attendance requirements, and Jane Cartwright does not wish to be reappointed.

Firefighters' Relief Fund Committee

Upon recommendation of City Clerk Wanda Elks, motion was made by Council Member Joyner and seconded by Council Member Spell to appoint Patricia (Pat) Sugg to the Firefighters' Relief Fund Committee to fill the unexpired term of Wanda Elks that expires January 2010. This is being done because it has recently been learned that the members have to live in the fire district. Motion carried unanimously.

Greenville Utilities Commission

Motion was made by Bryant Kittrell and seconded by Mayor Pro-Tem Council to reappoint John (Freeman) Paylor for a second term to expire June 30, 2012 and to continue the replacement for Lynn Evans due to the fact that the County has not made a nomination yet. Motion carried unanimously.

Pitt-Greenville Convention and Visitors Authority

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Joyner to reappoint Joseph Fridgen for a second term to expire July 2012 and to recommend to the County the reappointment of Robert Sheck for a first full term to expire July 2012. Motion carried unanimously.

Recreation and Parks Commission

Motion was made by Council Member Spell and seconded by Council Member Mercer to reappoint Billy All and Seth Shoneman for a first three-year term to expire May 31, 2012 and to reappoint Sandra Steele for a second three-year term to expire May 31, 2012. Motion carried unanimously.

Housing Authority

Mayor Dunn informed the Council that she has appointed Kathy Castillo to fill the unexpired term of Hilda de Leon Connell, who resigned, to expire May 31, 2012 and Reginald Watson for a first five-year term to expire May 31, 2014.

ORDINANCE REQUESTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT TO REZONE PROPERTY LOCATED BETWEEN EIGHTH AND NINTH STREETS AND BETWEEN EVANS AND COTANCHE STREETS FROM OR (OFFICE-RESIDENTIAL [HIGH-DENSITY MULTI-FAMILY]) AND CDF (DOWNTOWN COMMERCIAL FRINGE) TO CD (DOWNTOWN COMMERCIAL) – ADOPTED

Ms. Chantae Gooby, Planner, explained that this is a request by the Community Development Department to rezone 2.577± acres located between Eighth and Ninth Streets and between Evans and Cotanche Streets from OR to CDF. Notice of public hearing was published in The Daily Reflector on June 1, 2009. The request is in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan Map, and the Center City Redevelopment Plan. This is the proposed site of the Intermodal Transportation Center. The Planning and Zoning Commission voted to recommend approval of the request.

Upon being asked if this will increase or decrease the value of the land, Assistant City Manager Thom Moton responded that the appraiser was aware that this was underway. The zoning being requested has a higher use; however, it is necessary for the City to apply for a grant. There was an effort to make the entire area CD, which would allow for development on the property using zero lot lines. The impetus for making the request now instead of waiting until land was acquired was initiated by the Federal Transit Authority.

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

Motion was made by Council Member Spell and seconded by Council Member Mercer to adopt the ordinance requested by the Community Development Department to rezone property located between Eighth and Ninth Streets and between Evans and Cotanche Streets from OR to CDF. Motion carried unanimously. (Ordinance No. 09-44)

ORDINANCE TO ANNEX FMM PARTNERSHIP PROPERTY CONTAINING PROPERTY LOCATED NORTH OF NC HIGHWAY 43 NEAR ITS INTERSECTION WITH B'S BARBECUE ROAD – ADOPTED

Director of Community Development Merrill Flood informed the Council that this is a request to annex FMM Partnership property located south of NC Highway 43 near its intersection with B's Barbecue Road. Notice of public hearing was run in The Daily Reflector on June 1, 2009. If adopted, the effective date of the annexation will be June 30, 2009. The property is non-contiguous to the primary City limits and is located in Voting District 1. The property is currently vacant, and the anticipated use after annexation is for a cell tower. The current and anticipated population is 0. The property is located in Red Oak Fire Tax District and is 2.03 miles from Greenville Fire Station #2.

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

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Spell to adopt the ordinance to annex FMM Partnership property located north of NC Highway 43 near its intersection with B's Barbecue Road. Motion carried unanimously. (Ordinance No. 09-45)

ORDINANCE REVOKING THE TAXICAB FRANCHISES FOR EAGLE CAB COMPANY AND KEN'S CAB COMPANY – REVOKED TAXICAB FRANCHISE FOR KEN'S CAB COMPANY AND SUSPENDED EAGLE CAB COMPANY'S FRANCHISE FOR 60 DAYS OR UNTIL THE OWNER COMES INTO COMPLIANCE WITH THE CITY CODE

Chief of Police William Anderson stated that Frank Peterson (d/b/a Eagle Cab Company) and Walter Kenneth Koehl (d/b/a Ken's Cab Company), both the holders of a taxicab franchise, have voluntarily declined to meet the requirements of Chapter 1 of Title 11 of the Greenville City Code, to wit: failing to operate the taxicabs specified in the certificate of convenience and necessity. Section 11-1-37(b) of the Greenville City Code mandates that "each taxicab operated in the City shall be inspected at least every six months during the months of June and December in the same manner as provided for in the original inspection." In June and December 2008, Mr. Frank Peterson (d/b/a Eagle Cab Company) and Walter Kenneth Koehl (d/b/a Ken's Cab Company) failed to present their vehicles for inspection as required under the ordinance. In accordance with the City Code of the City of Greenville, Section 11-1-44, the City Council is authorized to revoke any certificates of public conveyance issued by authority of this article for "willful failure to comply with any provisions of this chapter or ordinances or State laws relating to the operation of taxicabs". Mr. Peterson has agreed to bring his vehicle in to have it inspected. Therefore, staff recommends suspending Mr. Peterson's franchise for a period of 60 days to give him time to comply with the ordinance and revoking the taxicab franchise for Ken's Cab Company.

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

Upon being asked the best way to handle the ordinance for Mr. Peterson, City Attorney Holec suggested incorporating into the ordinance that the franchise be suspended for a period of sixty days and that, in the event he comes in compliance, the suspension will be removed and the franchise will be active. If he doesn't come into compliance, the revocation will take place in 60 days. If the ordinance is changed to reflect that, it will not have to come back to Council.

Motion was made by Council Member Glover and seconded by Council Member Joyner to adopt the ordinance revoking the taxicab franchise for Walter Koehl d/b/a Ken's Cab Company. Motion carried unanimously. (Ordinance No. 09-46)

Motion was made by Council Member Glover and seconded by Council Member Joyner to adopt the ordinance for Frank Peterson d/b/a Eagle Cab Company indicating that the franchise be suspended for a period of sixty days and that, in the event Mr. Peterson comes into compliance, the suspension will be removed and the franchise will be active; if he doesn't come into compliance, the revocation will take place in 60 days. Motion carried unanimously. (Ordinance No. 09-47)

RESOLUTION AUTHORIZING A SECTION 5307 GRANT APPLICATION FOR FEDERAL OPERATING AND CAPITAL ASSISTANCE FOR GREENVILLE AREA TRANSIT – ADOPTED

Director of Public Works Wes Anderson informed the Council that the proposed resolution authorizes the filing and execution of a federal grant application for operating and capital funds designated for the City of Greenville to assist with the operations of Greenville Area Transit (GREAT) for FY 2009-2010. The grant funding is available to support transit systems that are open to the public in areas with populations between 50,000 and 200,000. The funds are used to reimburse the City for 50% of the operating deficit and 80% of capital purchases. The total federal amount allocated for the City's public transportation system is \$1,114,121. The City's match for this grant is estimated at \$317,306 and is included in the FY 2009-2010 budget.

Upon being asked if the City would be subject to any other rules and regulations as a result of accepting this money, Mr. Anderson replied that this is money that the City gets every year, so there are no additional rules and regulations.

City Manager Bowers explained that the City falls into a population category that gives it entitlement status, so the funding is automatic each year.

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

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Glover to adopt the resolution authorizing the filing and execution of an application for these funds. Motion carried unanimously. (Resolution No. 09-38)

RESOLUTION AUTHORIZING A SECTION 5309 GRANT APPLICATION FOR FEDERAL FUNDS ALLOCATED FOR THE GREENVILLE INTERMODAL TRANSPORTATION CENTER – ADOPTED

Director of Public Wes Anderson explained that this is consideration of a resolution authorizing the filing and execution of a grant application for federal funds to assist with land acquisition and the design phase of the Intermodal Transportation Center Project. The City and its public transportation system (GREAT) have been planning the development of a central transportation hub for several years that would be accessible and convenient and allow for more local and regional transportation options for citizens. This center will provide a safe and environmentally friendly location for passengers to transfer from one mode of transportation to another. In 2006, a feasibility study concluded that a transportation center designed for use by GREAT, ECU Student Transit Authority, Pitt Area Transit System, Greyhound, local taxi providers, as well as regional and shuttle bus/van operators was both needed and feasible. The Site Selection and Conceptual Design Study was completed in 2009 and recommended a site and preliminary design components of the Transportation Center. The selected site approved by Council is bound by Cotanche, East Eighth, East Ninth, and Evans Streets, and is across the street from East Carolina University, adjacent to downtown Greenville, and one block off of Tenth Street, a major east/west artery for Greenville. The grant application is for federal funding in the amount of \$2,294,218. These funds are matched with a 10% state match of \$286,277 and a 10% local (City) match of \$286,277. This project is included in the Capital Improvement Program. The funds have to be applied for, even though it is an earmark.

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

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Mercer to adopt the resolution authorizing a Section 5309 grant application for federal funds allocated for the Greenville Intermodal Transportation Center. Motion carried unanimously. (Resolution No. 09-39)

ORDINANCE REQUIRING THE REPAIR OR THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 1108 DOUGLAS AVENUE – ADOPTED WITH AN EFFECTIVE DATE OF SEPTEMBER 15, 2009

Lieutenant Earl Phipps explained that the Code Enforcement Office is requesting that the City Council adopt 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 1108 Douglas Avenue. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and 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 September 10, 1998 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 remedies 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 May 19, 2009, and it provided notice to the owner that the dwelling was considered an abandoned structure. The dwelling has been vacated and closed for a period of at least six months, and the utilities to the dwelling have been disconnected since March 2006. There have been nine Code Enforcement cases initiated on this property since 1998 ranging from public nuisance to abandoned structure. The Greenville Police Department has responded to 139 calls for service at this property since January 2000 ranging from arrests, assaults, weapons violations, suspicious persons to violations of the North Carolina Controlled Substance Act. The tax value on the property as of May 11, 2009 is \$17,651 (\$16,124 building value and \$1,527 land value). The estimated cost to repair the property is \$32,781.55.

Mayor Dunn declared the public hearing open and solicited comments.

Ms. Bertha Filmore, owner of the property, explained how the property originally belonged to her grandmother. Ms. Filmore stated that she fixed it up in 1998 and put it on Section 8. The tenants destroyed the property. Because the tenants had children, she did not pursue legal action. In February, she finished paying for the dwelling. She asked the City about buying the property and was told that they couldn't start buying property until September or October. She doesn't want to be recognized as a slumlord. Ms. Filmore concluded by stating that she kept the property up and the taxes paid the best she could for as long as she could.

Mayor Pro-Tem Council expressed concern about people losing their property, expressing that she doesn't want people to lose what they have worked so hard for. She expressed that the City needs to come up with ways to keep people from losing their property.

Upon being asked about the City buying the property, Director of Community Development Merrill Flood stated that typically the City would appraise the property and offer fair market value. Mrs. Filmore was probably told that the City would use bond funds to purchase the property, which would be the preferred funding source. If the City purchases the property, it would be appraised and she would be given fair market value; if it is demolished, it would result in a lien on the property.

It was explained to Ms. Filmore that if the ordinance is adopted tonight, that would give her 90 days to work with the staff. Staff indicated that they would be happy to meet with Ms. Filmore.

Upon being asked if the Community Development Department has some strategic way in which it approaches the properties it purchases, Mr. Flood responded that there are some cost estimates prepared by staff. The house owned by Ms. Filmore is in the 45-block area, and staff is currently working on Douglas Street. In the case of this home, probably what was mentioned that staff would want to use bond funds. Staff would be glad to evaluate it to determine the best course of action based on what is found with the inspection.

Upon being asked the true cost of demolition, Mr. Flood stated that the average is between \$4000 and \$5000. Mr. Flood stated that if the Council would like to continue this, staff will meet with Ms. Filmore to try to preserve the home as much as possible.

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

Motion was made by Council Member Glover to continue consideration of this ordinance until September to allow Ms. Filmore to get with City staff to see what can be worked out.

City Attorney Holec stated that the Council can continue this until September or adopt the ordinance with a delayed effective date and then the 90 day period would start.

Motion was made by Council Member Glover and seconded by Council Member Joyner to adopt the ordinance with a delayed effective date of September 15. Motion carried unanimously. (Ordinance No. 09-48)

ORDINANCE REQUIRING THE REPAIR OR THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 111 RALEIGH AVENUE – ADOPTED

Lieutenant Earl Phipps explained that the Code Enforcement Office is requesting that the City Council adopt 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 111 Raleigh Avenue. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and 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 September 5, 2006 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 remedies 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 May 19, 2009, and it 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, and the utilities to the dwelling have been disconnected since December 2004. There have been eight Code Enforcement cases initiated on this property since 1998 ranging from public nuisance to abandoned structure. The Greenville Police Department has responded to 24 calls for service at this property since January 2000 ranging from breaking and entering to suspicious persons to violations of the North Carolina Controlled Substance Act. The tax value on the property as of May 9, 2009 is \$32,039 (\$27,314 building value and \$4,725 land value). The estimated cost to repair the property is \$24,995.

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

Motion was made by Council Member Joyner and seconded by Council Member Mercer to adopt the ordinance requiring the repair or the demolition and removal of the dwelling located at 111 Raleigh Avenue. Motion carried unanimously. (Ordinance No. 09-49)

ORDINANCE REQUIRING THE REPAIR OR THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 610 GRIFFIN STREET – ADOPTED

Lieutenant Earl Phipps explained that the Code Enforcement Office is requesting that the City Council adopt 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 610 Griffin Street. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and 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 January 15, 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 remedies 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 May 14, 2009, and it 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, and the utilities to the dwelling have been disconnected since December 2008. There have been eight Code Enforcement cases initiated on this property since 1998 ranging from public nuisance to abandoned structure. The Greenville Police Department has responded to 30 calls for service at this property since January 2000, ranging from assault to disputes to violations of the North Carolina Controlled Substance Act. The tax value on the property as of May 6, 2009 is \$36,712 (\$32,212 building value and \$4,500 land value). The estimated cost to repair the property is \$47,192.

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

Motion was made by Council Member Glover and seconded by Council Member Joyner to adopt the ordinance requiring the repair or the demolition and removal of the dwelling located at 610 Griffin Street. Motion carried unanimously. (Ordinance No. 09-50)

ORDINANCE REQUIRING THE REPAIR OR THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 704 FLEMING STREET

Lieutenant Earl Phipps explained that the Code Enforcement Office 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 704 Fleming Street. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and 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 July 22, 1999 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 remedies 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 April

29, 2009, and it 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, and the utilities to the dwelling have been disconnected since July 2006. There have been 12 Code Enforcement cases initiated on this property since 1998 ranging from public nuisance to abandoned structure. Additionally, a Notice of Service of Nuisance Abatement Resolution of Publication was placed in the City Page on May 18, 2009 and was run in The Daily Reflector for four consecutive weeks. The Greenville Police Department has responded to 13 calls for service at this property since January 2000 ranging from breaking and entering, to larceny, to warrant service, to domestic violence, to rape. The tax value on the property as of March 9, 2009 is \$44,438 (\$42,147 building value and \$2,291 land value). The estimated cost to repair the property is \$24,443.

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

Council Member Joyner asked about the process of the City taking the property, and it was explained by the City Attorney.

Mayor Pro-Tem Council asked to see a list of houses getting caught up in this situation and how many families are losing their property to the city. She asked to see it broken down by race, absentee landlord, and what the City is gaining.

Council Member Kittrell stated that it was his understanding that the City is getting the worst of the worst and tried to help people prior to getting to this level. The power has been off at this location for three years.

Lieutenant Phipps informed the Council that staff identifies the structures in a variety of ways. The last thing staff wants to do is tear down the house. It takes the philosophy of Mayor Pro-Tem Council very seriously and tries to work with the landowner. Well before it gets to his desk, the Code Enforcement Officer works with the property owner to find out what is going on, etc. The Code Enforcement Officer has a hearing to determine what is going on with the structure and then gives the property owner a 30 to 90 day period to come into compliance. At a certain point, it comes to Lieutenant Phipps' desk for a finding of fact and to say that staff has exhausted what it can do and to set a timeframe to have the work completed. If the owner can work with Lieutenant Phipps, it gets handled and is worked out. If not, it has to go to Council for concrete guidelines that hold them accountable for 9 days. The neighborhoods need some relief, as the abandoned structures breed, prostitute, drug use, etc. Staff takes into account everyone's best interest.

Council Member Kittrell stated that at the Town Hall meeting for Districts 1 and 2, people were saying they are not in favor of boarding up the houses. He wants to be fair to people who have tried to keep their property up and who have sacrificed; however, he is hearing that the City lets it go on too long.

Mayor Pro-Tem Council stated that she would like to see a clearer picture of what the City is doing and when it first started the revitalization.

Council Member Glover stated that Code Enforcement staff has been working with some of the people from six to twelve months, and she supports the process being used. It is not good for residents who are keeping up their property. She is more sympathetic to the homeowners in West Greenville, as the majority of the homes are not owned by people in West Greenville.

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

Motion was made by Council Member Joyner and seconded by Council Member Mercer to adopt the ordinance requiring the repair or demolition and removal of the dwelling located at 704 Fleming Street. Motion carried unanimously. (Ordinance No. 09-51)

ORDINANCE REQUIRING THE REPAIR OR THE DEMOLITION AND REMOVAL OF THE DWELLING LOCATED AT 805 BANCROFT AVENUE – ADOPTED

Lieutenant Earl Phipps explained that the Code Enforcement Office 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 805 Bancroft Avenue. The ordinance provides that the owner has 90 days to repair or demolish and remove the dwelling and 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 January 12, 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 remedies 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 May 21, 2009, and it 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 November 2008, and there have been eight Code Enforcement cases initiated on this property since 2001 ranging from public nuisance to abandoned structure. The Greenville Police Department has responded to 32 calls for service at this property since January 2000 ranging from assaults, to disputes, to shots fired. The tax value on the property as of May 6, 2009 is \$25,341 (\$20,141 building value and \$5,200 land value). The estimated cost to repair the property is \$57,688. A large tree fell across the structure and it has been condemned.

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

Motion was made by Council Member Glover and seconded by Council Member Joyner to adopt the ordinance requiring the repair or the demolition and removal of the dwelling located at 610 Griffin Street. Motion carried unanimously. (Ordinance No. 09-52)

PUBLIC COMMENT PERIOD

Ms. Brittany Brown and Ms. Katy Kosey spoke to the Council about North Carolina Voter-Owned Elections Lobby Day, which is June 17, 2009. They informed the Council that Democracy North Carolina will be going to Raleigh on June 17 to lobby legislators for fairer and cleaner campaign financing. They invited the Council to join them.

Mr. Roger Kammerer, speaking for the Village of Yesteryear, informed the Council that the Village of Yesteryear has been saved. All the antiques have been moved into storage and should be at the site on County Home Road by July 1. The celebration of the 250th anniversary of Pitt County is next year.

County Commissioner David Hammond informed the Council that any help it can provide when the County hosts the North Carolina Association of County Commissioners' Annual Conference in Greenville in 2010 will be appreciated. He stated that it is hoped that the County Commissioners can help the City in a small way this year as it hosts the North Carolina League of Municipalities' Annual Conference in October 2009. Commissioner Hammond further stated that there is a lot of demolition going on. He urged the Council to not relocate families to public housing, as generations before this one worked hard for those homes, and sometimes the ancestry cannot maintain them. Their parents worked hard and sacrificed to build them. He urged the Council to not let revitalization uproot everything that has made this City.

ORDINANCES ADOPTING FISCAL YEAR 2009-2010 BUDGETS FOR THE CITY OF GREENVILLE INCLUDING SHEPPARD MEMORIAL LIBRARY AND GREENVILLE-PITT COUNTY CONVENTION & VISITORS AUTHORITY, AND GREENVILLE UTILITIES COMMISSION – ADOPTED

City Manager Wayne Bowers reminded the Council that the public hearing for the FY 2009-2010 budgets was held on June 8 and that the adoption of the ordinances is scheduled for tonight.

Motion was made by Council Member Joyner and seconded by Council Member Glover to adopt the Fiscal Year 2009-2010 budgets for the City of Greenville, including Sheppard Memorial Library and the Greenville Pitt County Convention and Visitors Authority, with the amendment of a reduction in the amount put in the Tar River Neighborhood First Time Homebuyers Fund from \$30,000 to \$15,000 for just this year in the City's budget.

Discussion occurred about the Other Post Employee Benefits (OPEB), and the City Manager explained that it is specifically for health insurance. The City has been providing retiree health insurance to employees since at least the 1960s and has been doing that on a "pay as you go" basis, meaning that when the premium comes due, that amount covers the premiums. That is no different this year. The change has been a regulation put forth by GASB, which sets criteria for the basic requirements for an audit that came into effect for the fiscal year ended June 30, 2008. GASB 45 says there has to be an actuarial determination of the projected future cost of the retired employee health insurance benefits. Even though the City is not required to fund it, it is

only required to determine what it is. The City can choose to fund some, all or none. The figure is an actuarial figure based on assumptions, not a specific financial figure. The reason GASB wanted it to become a requirement is to demonstrate that it will become a major expense item that will grow even more as there are more retirees and as the cost of health insurance continues to go up. It applies to any local or state government that provides employee health insurance. Making some contribution now will reduce the amount that the City will have to come up with later. Last November, the City approved its first \$250,000 to start addressing the issue. Included in next year's budget is \$250,000, which doesn't address the issue to the fullest extent. OPEB is an item that all local governments are faced with, and the City will need to continue to look at this over the next several years. The State has created a fund for the local governments and it is an irrevocable trust, which means once the money is in the fund, it cannot be used for anything but OPEB.

The motion originally made by Council Member Joyner and seconded by Council Member Glover to adopt the Fiscal Year 2009-2010 budgets for the City of Greenville, including Sheppard Memorial Library and the Greenville Pitt County Convention and Visitors Authority, with the amendment of a reduction in the amount put in the Tar River Neighborhood First Time Homebuyers Fund from \$30,000 to \$15,000 for just this year in the City's budget was then voted on and carried unanimously. (Ordinance No. 09-53)

Motion was made by Council Member Kittrell and seconded by Mayor Pro-Tem Council to approve the FY 2009-2010 budget for Greenville Utilities Commission.

Council Member Joyner stated that last year, the Utilities implemented an increase on fees such as water meter fees, some as much as 500%. Council Member Joyner stated that he felt it was the wrong time to increase the fees, as anyone building a new house or building had to pay those fees. They should have been implemented over a four or five year period. He asked that the Council look at that part of the budget, reduce those costs, and put them in over a period of time. He has spoken with the General Manager of Greenville Utilities about it, and they disagree. Council Member Joyner stated that he would like for the Council to look at the fees that were increased for the cost of new construction for homes and businesses.

Mayor Dunn stated that those costs have to be absorbed by the ratepayers or homeowners. A consultant made an accurate assessment of what they cost.

Council Member Joyner stated that the developers are building houses and they are not selling. It is the wrong time to add this fee. Also, previously some of the costs the builder paid up front were refunded to them and Greenville Utilities did away with that policy. The builders are being hit in different areas.

The motion made by Council Member Kittrell and seconded by Mayor Pro-Tem Council to approve the FY 2009-2010 budget for Greenville Utilities Commission was then voted on and carried unanimously. (Ordinance Nos. 09-54)

REALLOCATION OF CAPITAL IMPROVEMENT PROGRAM FUNDS – APPROVED

Assistant City Manager Thom Moton informed the Council that the 2005-2010 Capital Improvement Program budget provides funds for the Reade Street/Hodges Parking Lot Improvements Project. In FY 2005-2006, \$285,000 was included in the General Fund operating budget, and those funds have been carried forward to this date. At present, there is a \$257,570.18 remaining balance. The project is included in the Center City Revitalization 2008-2009 Annual Work Plan as the Reade and Cotanche Streetscape Project and will be funded from the 2004 General Obligation bond funds. The Greenville Redevelopment Commission (RDC) awarded the project construction bid at its June 2, 2009 meeting. The funds remaining in the General Fund project account are no longer needed for the Reade Street/Hodges Parking Lot Project and must be reallocated. Staff recommends that the City Council reallocate those General Fund revenues to accomplish the Greenville Wayfinding System (\$217,570.18) and the Greenville Convention Center District Streetscape Improvements--Phase 1 (\$40,000).

Assistant City Manager Moton stated that funds are available to complete the wayfinding system only in the West Greenville and Center City Revitalization area using 2004 General Obligation bond funds. Effective wayfinding systems typically extend beyond the central city area because motorists rely on advanced signage to guide them to a community's key destination, such as the airport, convention center, and hospital. The Convention Center District Streetscape Improvements Phase I project is underway and is expected to make the area more attractive to convention goers. One component of the project that lacks funds to be completed is the Convention Center marquee sign's replacement. The Convention Center operator advised City staff that the sign's technology is obsolete and that it is becoming increasingly more difficult to keep the sign's light bulbs working properly and to get repair parts. The requested \$40,000 will allow staff to proceed with the plan to update the sign and to possibly have it installed and running in time for the 2009 North Carolina League of Municipalities Annual Conference. This money may not be needed if the Convention Center Naming Rights negotiation yields an agreement, which will require City Council approval. In that event, these funds will be used to continue installation of the wayfinding system signs.

Upon being asked about whether East Carolina University and the Hospital will have their own wayfinding systems, Assistant City Manager Moton responded that they will.

Director of Community Development Merrill Flood stated that this is a master plan that will involve all major partners. Eventually the type of signs used now will go away.

Motion was made by Council Member Kittrell and seconded by Council Member Joyner to approve the reallocation of \$257,570.18 from the 2005-2010 Capital Improvement Program budget to the Wayfinding System and the Convention Center District Streetscape Improvement Project-Phase 1 and to make it a broader program with the University and Hospital. Motion carried unanimously.

REDEVELOPMENT COMMISSION WORK PLAN AND BUDGET FOR FISCAL YEAR
2009-2010 – APPROVED

Senior Planner Carl Rees reviewed the Redevelopment Commission’s FY 2009-2010 Work Plan and Budget.

“COPY”

A. Introduction

Since adoption of the *Center City – West Greenville Revitalization Plan* in March of 2006 the Redevelopment Commission of Greenville has engaged in an ambitious program of work. Much of the work during the last 36 months has been low visibility, with a primary focus on planning, design and property acquisition. The 2009 – 2010 Redevelopment Commission Work Plan will see a shift, with many of the projects moving from the drawing board to construction. Of the fifteen total items in the current work plan, all but two are carry-over items from the previous annual program of work. This work plan will guide City of Greenville staff and private contractors who will carry out a defined set of activities listed herein and timed to coincide with the City’s fiscal year running from July 1, 2009 through June 30, 2010.

Activities related to the West Greenville 45-Block CDBG project, as listed in the current CDBG Annual Plan, are incorporated into this document by reference.

B. 2009 – 2010 Work Plan Items

1. Center City Design Standards **

As specified in the Revitalization Plan, City staff has been leading a group of design professionals and other interested citizens in a process to develop and recommend a set of guidelines to address the design quality of public and private development projects within a defined section of the center city. To date, the group has developed a draft version of the guidelines and has held multiple public meetings, including an open house, stakeholder workshops, and focus group meetings.

Now nearing completion, the new design standards will compliment existing architectural styles, while serving to address the form, scale and visual character of preservation, renovation and new construction projects. It is hoped that such design standards will help to make the center city area a safe, accessible and inviting place to live, work and recreate.

Fiscal Note: Use of previously budgeted general funds for preparation and printing of guidelines document

2. Adaptive Re-use Projects for Historic Structures **

The Redevelopment Commission will solicit input and receive inquiries from interested parties including architectural and development firms intent on finding new uses for unoccupied and underutilized historic structures within the Center City – West Greenville Revitalization Project area. The Redevelopment Commission will review any proposals, and where appropriate, may take action to partner with an interested developer and/or facilitate the redevelopment of these structures.

Fiscal Note: Potential use of West Greenville & Center City bond funds for activities including land acquisition, clearance, and infrastructure

3. West Greenville Building Block Grants**

To facilitate small business growth in appropriate locations within the West Greenville Redevelopment Project area, the Redevelopment Commission introduced the Building Blocks façade grant program during the 2006 - 2007 fiscal year. The Building Blocks program is intended to support and compliment other business and employment-creation programs that aim to maximize the potential for expansion or creation of business ventures in West Greenville. Under guidelines adopted by the Redevelopment Commission, the program directly grants funds of up to \$2,500 and provides a dollar for dollar match of up to an additional \$7,500 for eligible improvements projects.

Fiscal Note: Use of West Greenville bond funds for capitalization of grant program

4. Small Business Plan Competition**

To facilitate the expansion of small business in appropriate locations within the Center City - West Greenville Redevelopment Project area, the Redevelopment Commission has developed and adopted a business plan competition program. The program has been developed in conjunction with the local office of the North Carolina Small Business Technology Development Center, EXCEED and the Pitt Community College Small Business Center and will utilize those training and assistance programs to help participants develop their plans. The program provides grants in the amount of between \$15,000 and \$30,000 to as many as eight competition winners per year.

Fiscal Note: Use of West Greenville bond funds for capitalization of grant program

5. Streetscape Pilot Projects**

As part of its 2005 – 2006 Annual Work Plan, the Redevelopment Commission selected a consultant to develop a set of design guidelines for future streetscape improvement projects undertaken within the Revitalization Project area. The goal of the design process was to create a unique and distinctive vision for public spaces within the project area. Key factors considered in

the process included, vehicular/pedestrian/bicycle access, public utility location and improvements, street and gateway character, and wayfinding.

Based on cost estimates and prioritization developed as part of the master planning process, the Redevelopment Commission and Greenville City Council have selected the Cotanche Street – Reade Circle and West Fifth Street Gateway as pilot projects. Construction of the Cotanche and Reade Project is scheduled for completion in the fall of 2009, while the West 5th Street Gateway project is scheduled for completion in the spring of 2010.

Fiscal Note: Potential use of Center City, and West Greenville bond funds for construction

6. Comprehensive Wayfinding Project **

The design and installation of a comprehensive citywide wayfinding system will have an immediate positive impact on Greenville’s urban core. Such a system was recommended as part of the Center City – West Greenville Streetscape Master Plan and has been given a high priority by both the Redevelopment Commission and the Greenville City Council. Once implemented, the wayfinding system will help visitors and residents to navigate throughout the city using all modes of transportation. Upon completion, the sign system will also help to “brand” Greenville’s distinctive urban core and promote key civic, educational, commercial and transportation facilities. During the 2007 – 2008 fiscal year, both the Redevelopment Commission and the Greenville City Council signed off on the design for the system. Bidding and construction phases for part or all of the system will take place during the 2009 – 2010 fiscal year.

Fiscal Note: Potential use of Center City and West Greenville bond funds for project construction

7. Five Points Plaza Project

At the Request of the Uptown Greenville organization, the Redevelopment Commission has undertaken a planning process for improvements to the existing Evans Street parking lot at the corner of 5th and Evans Streets. This parking lot has become the home to the popular Freeboot Friday events as well as the bi-weekly Umbrella Market. Likely improvements to the parking lot include a new surface that will better suit shared parking and event needs, hardening of the edges to create a more intimate gathering space, along with lighting, vegetation and public art. Design of the project will be complete by the end of 2009 with construction slated to be complete prior to the first Freeboot Friday event in September of 2010.

Fiscal Note: Potential use of Center City bond funds for project design and construction

8. Revitalization Area TIF District**

Project development financing was recently authorized in North Carolina. Also known as Tax increment financing (TIF), it allows cities to establish special districts and to leverage public improvements within those districts that are expected to generate private-sector investment. N.C.

law requires collaboration with county government, the N.C. Local Government Commission, and equity investors; therefore planning is vital to establishing an effective TIF District. The location and size, and quality of development within the district can determine whether the project will be successful.

During the 2006-07 Fiscal Year, City staff dedicated considerable time and effort to investigating the suitability of creating a TIF district to assist with the financing of public projects. As TIF financing remains new to the State of North Carolina, implementation of a district will depend on the strength of the private development projects that are proposed for the district. Several private sector development projects may be nearing the stage in their planning processes that would make the creation of a TIF district feasible.

During the 2009-10 fiscal year, the Redevelopment Commission and City staff in consultation with the Greenville City Council will begin a process that could potentially lead to the creation of a TIF district. By performing fiscal due diligence and market analysis on all proposals and alternatives, the Redevelopment Commission will ensure that any new TIF District is viable.

Fiscal Note: Potential use of general funds for professional services and plan preparation

9. Residential & Mixed Use Project Development**

The Center City – West Greenville Revitalization Plan calls for mixed use office, residential and retail development in the Uptown Central Business District. Toward this end, the Redevelopment Commission will explore redevelopment options for key business corridors. Redevelopment of important but underutilized corridors has the potential to jumpstart downtown office, residential, and retail sectors while creating a vital node for cultural activity. By introducing mixed-use office/residential development around relatively underutilized public and semi-public open spaces such as the Town Common, larger scale mixed-use redevelopment has the potential to energize the overlapping pedestrian, business, and entertainment zones while “pulling” commercial activity down the length of key commercial corridors. Recently, the Redevelopment Commission received a market study that confirmed the latent demand within the Uptown Commercial District for mixed use development inclusive of residential, office and commercial uses.

Fiscal Note: Potential use of Center City bond funds for activities including land acquisition, clearance, development financing and infrastructure

10. West Greenville Business Incubator**

Development of a business incubator in West Greenville would support the creation and development of small, creative businesses in diverse industries by providing office space/amenities and technical assistance to fledgling companies and entrepreneurs. Amenities might include furnished office space; conference and training rooms; computer lab with high-speed Internet connection or wireless technology; office equipment; and reception services. Technical Assistance allows entrepreneurs to consult with business experts; to collaborate with

other tenants on problem solving, lead generation, and new ideas; and to get referrals on training programs, workshops, and financing. Incubator participants also reach new clients through onsite networking resources.

In recent years, the Redevelopment Commission visited successful small business incubators in Durham, Raleigh, Chapel Hill, and Siler City, as part of its effort to complete a preliminary feasibility study of the project. During the past fiscal year, an 11 member steering committee developed a model for the incubator, and presented this information to the Redevelopment Commission. Over the next year, consultants and staff working on behalf of the Redevelopment Commission will complete a feasibility study which will determine the viability of an incubator in the West Greenville Redevelopment Area.

Fiscal Note: Potential use of West Greenville or center City bond funds for activities including land acquisition, clearance, design and construction; use of general funds to commission consulting work associated with completion of the feasibility study.

11. Civic Art Initiative **

One of the key recommendations of the 2006 Streetscape Master Plan was the creation of a civic art program. The Center City – West Greenville Revitalization Plan likewise calls for “creating and expanding cultural resources” within the Revitalization Project Area. Across the nation, some 350 jurisdictions have established civic art programs, including cities in North Carolina such as Cary, Chapel Hill and Raleigh (Americans for the Arts, 2003). Upcoming construction projects associated with two streetscape pilot projects provide opportunities to incorporate civic art into the public realm. In West Greenville, design is underway for a civic art site that will honor the late Dr. Eppes as well as the alumni and faculty associated with the school that once stood near the intersection of Memorial Drive and West Fifth Street. In the Uptown Commercial District, a civic art venue has been designed at the intersection of Cotanche and Reade Streets that will host sculptural works by ECU students and faculty. ECU graduate students are slated to fabricate benches and trash receptacles that will be placed along Reade and Cotanche Streets. It is hoped that such pilot projects may serve as a catalyst for implementing broader, city-wide approaches to civic art.

Fiscal Note: Potential use of West Greenville and Center City bond funds for design, construction and purchase of civic art pieces

12. Revitalization Area Marketing Program **

City Council called for more extensive marketing programs to promote Center City revitalization as part of recent annual goals statements. The Revitalization Area Marketing Program aims to provide media services, property investors, business interests, and the public with timely revitalization events and stories as well as relevant statistics and background information. The marketing program utilizes a variety of media - including but not limited to press releases & feature articles; brochures/handbooks; targeted marketing pieces – to promote positive Center City revitalization stories and accomplishments. During the 2009 – 2010 fiscal year, the

Redevelopment Commission will continue to market the assets of Greenville's center city via the means described above.

Fiscal Note: Potential use of general and Center City bond funds for marketing activities

13. Town Common Area Improvement Study**

The Center City - West Greenville Revitalization Plan calls for "Improvement of the open space in the Town Common to leverage other adjacent residential and commercial projects". In a similar manner as Central Park in New York City serves as a major attraction to commercial development around its boundaries, the Town Common can serve to attract development to Greenville's center city, although at a much smaller scale than that of the Central Park example. Toward that end, the Redevelopment Commission along with the Recreation and Parks Department has completed a public visioning process that has culminated in a list of public priorities for programming and improvements to the Town Common. These elements will be incorporated into a master plan that will guide improvements to the park and surrounding areas in the years ahead.

Fiscal Note: Potential use of general and Center City bond funds for planning and design activities

14. Establishment of a Center City Science Center**

The Eastern North Carolina Science Center (Go-Science) is a 501C3 nonprofit, focused on enhancing the level of science and math literacy for the people of Greenville and eastern North Carolina. Envisioned as a teaching, learning and research center, the science center will ultimately offer programs from kindergarten through twelfth grade as well as undergraduate and graduate-level programs for the independent adult learner. Proposed components to be phased in over a number of years include a planetarium, exhibit space capable of hosting a wide range of life and physical science displays, a Challenger Space Shuttle learning center, as well as a gift shop and café. The center would be open to the general public as a regional resource. The location of such a resource in Greenville's Center City would provide an important entertainment and cultural resource and would also serve to draw in numerous visitors to the Center City.

Fiscal Note: Potential use of Center City bond funds for land acquisition, business assistance or infrastructure

**Denotes carryover item

15. State Theatre Restoration Project

In December of 2008, the Redevelopment Commission completed the acquisition of the historic State Theatre. The theatre, originally known as White's Theatre and later as the Park, has been shuttered for more than a decade, and has fallen into disrepair over that time. Working through a partnership with the Magnolia Arts Center, the Redevelopment Commission will develop a plan

that will lead to design for improvements to the theatre along with required fundraising to complete the renovation.

Fiscal Note: Potential use of general and Center City bond funds for planning and design activities

C. Budget

| <u>Center City Bond Funds</u> | | <u>Carry Over from 2008-2009 Budget</u> | <u>2009-2010 Budget</u> |
|-----------------------------------|---|---|--|
| Acquisition | Per acquisition list in RDC Annual Work Plan | \$ 447,222.13 | \$ 447,222.13 |
| Demolition | Demolition of structures acquired by RDC; right-of-way clearance for streetscapes | \$ 150,000.00 | \$ 150,000.00 |
| Infrastructure | Design and construction projects Reade & Cotanche Project-- \$1,000,000.00 Wayfinding Project--\$450,000.00 Five Points Plaza--\$350,000.00 Town Common--\$50,000.00 | \$1,582,222.88 | \$1,850,000.00 |
| Development Financing | Business start-up grants, business Retention, expansion and attraction Incentives | <u>\$ 135,000.00</u> \$2,314,443.01 | <u>\$ 135,000.00</u> \$2,582,222.13 |
| <u>West Greenville Bond Funds</u> | | | |
| Acquisition | Per acquisition list in RDC Annual Work Plan | \$ 0.00 | \$ 0.00 |
| Business Relocation | Business relocation payments in Accordance with adopted Relocation plan | \$ 0.00 | \$ 0.00 |
| Demolition | Demolition of structures acquired By RDC, right-of-way clearance | \$ 0.00 | \$ 0.00 |
| Infrastructure | Design and construction of Streetscape and civic art | | |

| | | | |
|-----------------------|---|----------------------|----------------------|
| | Improvements (West Fifth Street Gateway) | \$1,181,740.95 | \$1,225,000.00 |
| Construction | Predevelopment financing for “big house” assisted living and Incubator projects | \$ 0.00 | \$ 0.00 |
| Development Financing | Business plan competition and Building blocks grant | <u>\$ 200,289.34</u> | <u>\$ 200,289.34</u> |
| | | \$1,382,030.29 | \$1,425,289.34 |

***Carryover funds are associated with ongoing projects and programs

D. Property Acquisition

In furtherance of the projects outlined above, and in conjunction with the ongoing West Greenville 45-Block CDBG Project, City of Greenville staff will utilize General Obligation Bond, CDBG and City of Greenville general funds to implement a property acquisition program that will focus on the acquisition of blighted properties as well as other properties where current uses do not conform to the intent of the Center City – West Greenville Revitalization Plan. It is expected that the Affordable Housing Loan Committee will continue to provide guidance throughout the acquisition process for purchases within the CDBG project area. The following real properties may be acquired during the current program year based on their compliance with the Center City – West Greenville Revitalization Plan, availability of funding, the willingness of property owners to sell their property, and staff capacity to implement the acquisition.

| | | | | |
|--------|----------------------------------|---------------------|-----------|------|
| 000109 | BROWN, JAMES | 609 CLARK ST | \$3,400 | 0.08 |
| 000124 | VILLANUEVA, HATTIE FRANCES | 207 COLUMBIA AV | \$43,242 | 0.19 |
| 000280 | JAMES, ROBERT L JR | 208 COLUMBIA AV | \$26,312 | 0.47 |
| 000327 | HARDY, BOBBY HOWARD II | 1210 CHESTNUT ST | \$28,660 | 0.18 |
| 000383 | BEST, ARTHUR D | 1013 CHESTNUT ST | \$7,280 | 0.26 |
| 000540 | HUGHES, JIMMY A | 1113 MYRTLE ST | \$8,505 | 0.27 |
| 000620 | RHEM, RITA NOBLES | 0 W FIFTH ST | \$4,230 | 0.09 |
| 000621 | RHEM, RITA NOBLES | 1205 W FIFTH ST | \$22,110 | 0.09 |
| 000668 | HAFIZ ENTERPRISES INC | 1310 W FIFTH ST | \$6,580 | 0.14 |
| 000677 | HAFIZ ENTERPRISES INC | 1306 W FIFTH ST | \$13,160 | 0.28 |
| 000700 | HIGGS, FELICIA | 917 W FIFTH ST | \$85,292 | 0.23 |
| 000809 | BAINES, CLAUDIUS E | 1006 BANCROFT AV | \$63,936 | 0.37 |
| 001015 | HOUSE OF PRAYER OF HEART TO GIVE | 306 PENNSYLVANIA AV | \$23,353 | 0.08 |
| 001063 | BARNHILL, LONNIE HEIRS | 1009 W FIFTH ST | \$32,867 | 0.21 |
| 001134 | HAFIZ ENTERPRISES INC | 1300 W FIFTH ST | \$15,429 | 0.12 |
| 001319 | NOLAND PROPERTIES INC | 1004 CHESTNUT ST | \$7,350 | 0.21 |
| 001395 | BATTLE, IRADELL BELL | 1104 W FIFTH ST | \$33,139 | 0.17 |
| 001396 | HEALING THE HURT DELIVERANCE | 604 ALBEMARLE AV | \$25,365 | 0.15 |
| 001398 | LONG, CHARLIE MACK | 602 ALBEMARLE AV | \$21,881 | 0.14 |
| 001400 | FREEMAN, IRVIN THOMAS HEIRS | 618 ALBEMARLE AV | \$7,500 | 0.15 |
| 001517 | TAYLOR, T DONALD | 1013 DICKINSON AV | \$193,984 | 1.03 |

| | | | | |
|--------|---------------------------------|-----------------------------|-----------|------|
| 001518 | TAYLOR, T. DONALD | 1015 DICKINSON AVENUE EX | \$10,179 | 0.24 |
| 001634 | HANNAN, JAMES E | 1008 DICKINSON AVENUE EX | \$83,031 | 0.46 |
| 001635 | PUGHS TIRE & SERVICE CENTER INC | 0 CHESTNUT ST | \$4,815 | 0.11 |
| 001705 | TAYLOR, WILLIAM RONALD | 107 B CROSS ST | \$7,700 | 0.11 |
| 001706 | COUNTRY FARMS LLC | 1025 DICKINSON AVENUE EX | \$41,569 | 0.30 |
| 001760 | PURVIS, DELORIS COREY | 606 CLARK ST | \$23,288 | 0.14 |
| 001987 | CAROLINA TEL. AND TEL. | 404 BONNERS LN | \$18,295 | 0.14 |
| 002144 | CERTAIN HOPE MINISTRIES | 1017 CHESTNUT ST | \$33,255 | 0.13 |
| 002145 | GOODSON, CORD | 106 COLUMBIA AV | \$17,510 | 0.14 |
| 002146 | HATCH, JOSEPH EUGENE | 1101 CHESTNUT ST | \$24,129 | 0.11 |
| 002280 | TYSON, DOUGLAS | 1107 W FIFTH ST | \$23,620 | 0.10 |
| 002759 | BROWN, KENNETH WALKER JR | 905 DICKINSON AVENUE EX | \$135,253 | 0.34 |
| 002811 | BROWN, JAMES A | 0 CLARK ST | \$3,251 | 0.09 |
| 002946 | NOLAND PROPERTIES INC | 201 GRANDE AV | \$167,251 | 1.27 |
| 003007 | PETERSON, ALFRED | 1210 W FIFTH ST | \$28,421 | 0.14 |
| 003292 | SUTTON, JONATHAN | 0 PENNSYLVANIA AV | \$57,898 | 0.19 |
| 003293 | SUTTON, JONATHAN | 1308 W FOURTEENTH AV | \$68,657 | 0.17 |
| 003294 | SUTTON, JONATHAN | 0 VANCE ST | \$14,720 | 0.16 |
| 003613 | UNX CHEMICAL INC | 0 FICKLEN ST | \$421,320 | 0.97 |
| 003614 | UNX CHEMICAL INC | 0 W EIGHTH ST | \$117,505 | 0.23 |
| 003615 | UNX CHEMICAL INC | 0 FICKLEN ST | \$32,000 | 0.32 |
| 003719 | ELCKO INC | 811 DICKINSON AVENUE EX | \$85,307 | 0.16 |
| 003720 | SUMMRELL, JULIUS | 205 PENNSYLVANIA AV | \$27,283 | 0.31 |
| 003721 | SETH HATTERAS LLC | 1114 CHESTNUT ST | \$30,164 | 0.18 |
| 003730 | LONG, CHARLES M | 107 COLUMBIA AV | \$29,293 | 0.07 |
| 003731 | LONG, CHARLES M | 109 COLUMBIA AV | \$29,643 | 0.08 |
| 003995 | SALLEY, GLORIA L. BROWN | 1208 W FIFTH ST | \$16,481 | 0.07 |
| 004278 | GRATZ NORCOTT JR LIVING TRUST | 1206 DICKINSON AV | \$162,731 | 0.55 |
| 004318 | ROUNDTREE, BENNIE ROBERT | 620 CLARK ST | \$23,780 | 0.10 |
| 004324 | ROUNDTREE, BENNIE ROBERT | 607 ALBEMARLE AV | \$59,432 | 0.57 |
| 004404 | BROWN, WILLIE JR | 921 DICKINSON AV | \$50,629 | 0.06 |
| 004434 | WOOTEN, ADRIAN | 915 DICKINSON AVENUE EX | \$42,454 | 0.06 |
| 004474 | TZURIDIS, GEORGE | 630 S PITT ST | \$172,200 | 0.50 |
| 004475 | TZURIDIS, GEORGE | 0 S PITT ST | \$24,945 | 0.49 |
| 004540 | COREY, HERBERT S | 0 CHESTNUT ST | \$33,492 | 0.20 |
| 004541 | COREY, HERBERT S | 0 GRANDE AV | \$23,683 | 0.10 |
| 004542 | PUGHS TIRE & SERVICE CENTER INC | 0 CHESTNUT ST | \$68,998 | 0.17 |
| 004543 | COREY, HERBERT S | 0 DICKINSON AVENUE EX | \$43,403 | 0.37 |
| 004544 | COREY, HERBERT S | 0 GRANDE AV | \$4,105 | 0.07 |
| 004545 | COREY, HERBERT S | 0 DICKINSON AVENUE EX | \$2,880 | 0.07 |
| 004562 | HOLLOMAN, OSCAR L | 209 W NINTH ST | \$35,227 | 0.22 |
| 004575 | MONNEY, EKOW | 628 S PITT ST | \$58,092 | 0.27 |
| 004583 | MONNEY, EKOW | 625 CLARK ST | \$26,461 | 0.12 |
| 004591 | UPTOWN PROPERTIES LLC | 120 FICKLEN ST | \$95,815 | 0.23 |
| 004592 | ROVER INVESTMENTS LLC | 310 W NINTH ST | \$86,939 | 0.42 |
| 004966 | COX, LIAM P | 420 LINE AV | \$74,467 | 0.33 |
| 005099 | TARHEEL HOLDING LLC | 715 CLARK ST | \$26,720 | 0.30 |
| 005104 | TARHEEL HOLDINGS LLC | 808 DICKINSON AV | \$122,010 | 0.17 |
| 005105 | TARHEEL HOLDINGS LLC | 814 DICKINSON AVENUE EX | \$95,973 | 0.13 |
| 005237 | GARRIS, BARBARA ANNE CREECH | 710 DICKINSON AV | \$22,532 | 0.04 |
| 005426 | V A D INC | 1000 W FIFTH ST | \$69,239 | 0.26 |

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| 005448 | DANIELS, ELLA J HEIRS | 1101 W FIFTH ST | \$36,326 | 0.10 |
| 005473 | JONES, DANIEL A | 1209 . MYRTLE ST | \$12,180 | 0.29 |
| 006016 | WILLIAMS, WALTER L | 309 W NINTH ST | \$152,960 | 0.48 |
| 006312 | FREEMAN, IRVIN HEIRS | 622 ALBEMARLE AV | \$5,000 | 0.10 |
| 006331 | FREEMAN, IRVIN HEIRS | 1105 CHESTNUT ST | \$26,838 | 0.28 |
| 006332 | GROOME, MARY ANN DUNCAN | 1106 DICKINSON AV | \$18,948 | 0.29 |
| 006333 | DUNCAN, LOUISE FINK | 720 ATLANTIC AV | \$17,006 | 0.18 |
| 006334 | MCLAWHORN, MELVIN M | 0 SPRUCE ST | \$3,680 | 0.16 |
| 006350 | DUNCAN, LOUISE FINK | 918 DICKINSON AVENUE EX | \$117,278 | 0.36 |
| 006420 | NATION OF ISLAM MOHAMMED MOSQUE #79 | 907 W FIFTH ST | \$70,998 | 0.15 |
| 006553 | GLISSON, NELLIE S | 0 ALBEMARLE AV | \$19,000 | 0.40 |
| 006588 | BEST, ANNIE H | 601 ALBEMARLE AV | \$19,163 | 0.23 |
| 006646 | VICTORY DELIVERANCE CENTER | 913 DICKINSON AVENUE EX | \$53,303 | 0.09 |
| 006651 | S D HARRIS PROPERTIES LLC | 911 DICKINSON AV | \$85,221 | 0.17 |
| 006652 | S D HARRIS PROPERTIES LLC | 504 W TENTH ST | \$19,590 | 0.15 |
| 006716 | UPTOWN PROPERTIES LLC | 213 W NINTH ST | \$377,478 | 0.48 |
| 006717 | UPTOWN PROPERTIES LLC | 211 W NINTH ST | \$96,557 | 0.21 |
| 007070 | PASCASIO, HARRELL C | 106 FICKLEN ST | \$119,338 | 0.36 |
| 007520 | ZETA TAU ALPHA FRATERNITY- | 508 W FIFTH ST | \$190,052 | 1.12 |
| 007585 | WHITLOW & SON | 104 COLUMBIA AV | \$4,655 | 0.07 |
| 007586 | WHITLOW & SON | 1012 DICKINSON AVENUE EX | \$94,739 | 0.30 |
| 007642 | MAYO, ESTHER LYNETTE HAMMOND | 1026 W FIFTH ST | \$76,419 | 0.35 |
| 007690 | BUCK, DENNIS J | 1001 DICKINSON AV | \$79,899 | 0.24 |
| 007936 | BOWEN, BOBBY R | 0 SPRUCE ST | \$6,300 | 0.18 |
| 007939 | BOWEN, BOBBY R | 1310 W FOURTEENTH AV | \$51,965 | 0.18 |
| 007998 | FRANKLIN BAKING COMPANY | 1107 MYRTLE ST | \$65,116 | 0.49 |
| 008276 | HOLLOMAN, OSCAR | 627 CLARK ST | \$21,112 | 0.07 |
| 008287 | GARRETT, DENISON D JR | 1204 W FIFTH ST | \$43,275 | 0.12 |
| 008288 | GARRETT, DENISON D JR | 606 ALBEMARLE AV | \$21,852 | 0.15 |
| 008297 | GARRETT, LUDLOW JR | 423 CADILLAC ST | \$45,009 | 0.10 |
| 008340 | BENNETT, PAUL E | 718 DICKINSON AVENUE EX | \$91,110 | 0.07 |
| 008786 | DEWY LLC | 1102 DICKINSON AVENUE EX | \$38,531 | 0.20 |
| 008789 | MCLAWHORN, MELVIN M | 0 SPRUCE ST | \$3,910 | 0.17 |
| 008792 | EVANS, RENALYSIS | 1109 CHESTNUT ST | \$29,987 | 0.27 |
| 008795 | GOODSON, JOSEPH HIGGS | 1013 MYRTLE ST | \$1,750 | 0.07 |
| 008807 | ALI, SAMIR M | 514 N WATAUGA AV | \$63,787 | 0.36 |
| 008815 | NICHOLLS, PAULA FOSTER | 908 S WASHINGTON ST | \$40,563 | 0.14 |
| 008871 | WILKES, MARION GORHAM | 1108 W FIFTH ST | \$20,071 | 0.17 |
| 008989 | COOPER, ANGELA W | 1125 W FIFTH ST | \$3,290 | 0.07 |
| 009117 | PHILLIPS, KEVIN | 618 S PITT ST | \$32,404 | 0.16 |
| 009136 | PETERSON, ESSIE F TRUSTEE | 205 COLUMBIA AV | \$14,286 | 0.11 |
| 009290 | 4TH STREET LLC | 411 W FOURTH ST | \$82,341 | 0.17 |
| 009297 | HOLLOMAN, OSCAR L | 1415 W FOURTEENTH ST | \$6,773 | 0.43 |
| 009302 | SANTUCCI, ROBERT | 407 W FOURTH ST | \$81,261 | 0.17 |
| 009463 | EL SHADDAI LLC | 1110 CHESTNUT ST | \$31,457 | 0.29 |
| 009517 | BRADLEY, CRUDIE O | 0 SPRUCE ST | \$1,273 | 0.10 |
| 009518 | BRADLEY, CRUDIE O | 1102 JONES ST | \$10,612 | 0.23 |
| 009551 | ROUNTREE, BENNIE | 1025 W FIFTH ST | \$36,905 | 0.15 |
| 009591 | LEVONE'S DAY CARE INC | 616 S PITT ST | \$111,911 | 0.28 |
| 009657 | LUDLOW MANAGEMENT LLC | 101 COLUMBIA AV | \$19,166 | 0.20 |
| 009948 | GLISSON, NELLIE S | 208 GRANDE AV | \$19,794 | 0.05 |
| 010788 | GATLIN, WILTON LEE | 1006 DICKINSON AV | \$26,587 | 0.09 |

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| 010825 | LEARY, ELMER L JR | 1006 MYRTLE ST | \$1,692 | 0.07 |
| 010826 | LEARY, ELMER L JR | 0 MYRTLE ST | \$1,692 | 0.07 |
| 010827 | STREETER, JULIUS EDWARD | 800 PAMLICO AV | \$58,893 | 0.11 |
| 010852 | BOWEN, BOBBY R | 0 PENNSYLVANIA AV | \$8,050 | 0.23 |
| 010858 | HARTSFIELD, BISHOP ARIZONA H | 1112 DICKINSON AV | \$86,512 | 0.83 |
| 010860 | THOMPSON, ALISON NICOLE | 701 DICKINSON AV | \$109,070 | 0.15 |
| 010861 | SUMMRELL, JULIUS STEWART | 1200 DICKINSON AVENUE EX | \$69,258 | 0.46 |
| 010863 | SUTTON, JONATHAN | 0 PENNSYLVANIA AV | \$6,500 | 0.13 |
| 010876 | JOYNER, MICHAEL V | 1103 MYRTLE ST | \$39,414 | 0.24 |
| 011253 | WILLIAMS, WALTER L | 0 W NINTH ST | \$31,500 | 0.35 |
| 011317 | HOPKINS, NELSON HEIRS | 0 S PITT ST | \$4,845 | 0.06 |
| 011435 | HUDSON, JAMES ROY JR | 1105 MYRTLE ST | \$26,570 | 0.20 |
| 011458 | UPTON, HILDA HUDSON | 600 S PITT ST | \$19,780 | 0.06 |
| 011483 | SUMMRELL, JULIUS | 1108 CHESTNUT ST | \$17,824 | 0.24 |
| 011656 | SANTUCCI, NICHOLAS W | 413 W FOURTH ST | \$69,067 | 0.22 |
| 011698 | WILSON, EARL C | 710 ATLANTIC AV | \$48,125 | 2.75 |
| 011750 | DAVIS, FLONIE C | 1112 MYRTLE C | \$25,707 | 0.13 |
| 011901 | PLATER, CHARLES SEVELLE | 0 ATLANTIC AV | \$4,750 | 0.10 |
| 012195 | STREETER, JULIUS EDWARD | 1318 W FIFTH ST | \$31,506 | 0.14 |
| 012631 | JOYNER, JANE LONG | 801 DICKINSON AV | \$55,058 | 0.10 |
| 012632 | JOYNER, JANE LONG | 703 DICKINSON AVENUE EX | \$96,095 | 0.44 |
| 012838 | WHITLOW & SONS | 1009 DICKINSON AVENUE EX | \$110,520 | 0.74 |
| 012851 | GIANINO, PETER T | 622 S PITT ST | \$75,248 | 0.28 |
| 013070 | BROWN, JAMES A | 1108 DICKINSON AV | \$38,162 | 0.26 |
| 013071 | COOKE, RONNIE JR | 1103 CHESTNUT ST | \$21,562 | 0.20 |
| 013074 | LEARY, ELMER L JR | 0 MYRTLE ST | \$1,782 | 0.07 |
| 013075 | LEARY, ELMER L JR | 1008 MYRTLE ST | \$13,263 | 0.16 |
| 013077 | SWAIN, PERRY LEE | 0 MYRTLE ST | \$3,465 | 0.10 |
| 013140 | WILLIAMS, DERRICK | 816 DICKINSON AVENUE EX | \$159,909 | 0.36 |
| 013314 | PLATER, CHARLES SEVELLE | 431 BONNERS LN | \$3,250 | 0.05 |
| 013395 | BLACKBURN, EVA J | 302 SPRUCE ST | \$113,290 | 0.75 |
| 013420 | FAITH WORSHIP CHRISTIAN CENTER TRUSTEES | 629 ALBEMARLE AV | \$114,497 | 0.15 |
| 013546 | DARDEN PROPERTIES LLC | 604 CLARK ST | \$52,541 | 0.13 |
| 013568 | LEE, MILDRED MAYO LIFE ESTATE | 1206 W FIFTH ST | \$4,700 | 0.10 |
| 013741 | HUGGINS, JERRY WAYNE | 306 W TENTH ST | \$83,431 | 0.48 |
| 013742 | HUGGINS, JERRY WAYNE | 0 W TENTH ST | \$35,350 | 0.20 |
| 013847 | SAAD, GEORGE JR | 1011 CHESTNUT ST | \$20,285 | 0.15 |
| 013908 | THOMPSON, DONALD A | 1211 MYRTLE ST | \$30,085 | 0.19 |
| 013961 | ROUNTREE, BENNIE ROBERT | 1102 CHESTNUT ST | \$12,250 | 0.35 |
| 013962 | ROUNTREE, BENNIE ROBERT | 1106 CHESTNUT ST | \$28,119 | 0.19 |
| 013964 | TARHEEL HOLDINGS LLC | 802 DICKINSON AV | \$28,381 | 0.02 |
| 014149 | AYERS, TERESA MANNING | 610 S PITT ST | \$4,463 | 0.06 |
| 014506 | WELMONT | 0 ALBEMARLE AV | \$6,500 | 0.13 |
| 014508 | WELMONT | 715 ALBEMARLE AV | \$121,247 | 0.17 |
| 014522 | WELMONT | 803 ALBEMARLE AV | \$6,000 | 0.12 |
| 014525 | WELMONT | 805 ALBEMARLE AV | \$6,000 | 0.12 |
| 015539 | MOORE, WILLIAM PHILIP JR | 500 W TENTH ST | \$159,625 | 0.94 |
| 015712 | CITY CENTER LLC | 0 DICKINSON AVENUE EX | \$49,090 | 0.53 |
| 015719 | GIBBS, DAVID F | 418 W FIFTH ST | \$206,649 | 0.65 |
| 015728 | COUNCIL, WALTER B TRUSTEE | 414 W FIFTH ST | \$12,900 | 0.40 |
| 015729 | HANSLEY, BRIAN | 426 W FIFTH ST | \$134,197 | 0.39 |
| 015739 | SAAD, GEORGE S | 903 DICKINSON AVENUE EX | \$41,618 | 0.08 |

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| 015782 | SUTTON, JONATHAN | 1200 MYRTLE ST | \$3,150 | 0.09 |
| 015830 | COSTANZO, CHRISTOPHER | 428 BONNERS LN | \$4,200 | 0.13 |
| 015840 | MOYE, ROBERT S HEIRS | 1103 DICKINSON AV | \$61,390 | 0.42 |
| 015841 | MOYE, ROBERT S. (HEIRS) | 1100 BROAD ST | \$31,210 | 0.60 |
| 015842 | MOYE, ROBERT S HEIRS | 0 DICKINSON AVENUE EX | \$18,513 | 0.25 |
| 015921 | FOREST GLEN HOLDINGS INC | 616 ALBEMARLE AV | \$19,741 | 0.15 |
| 015957 | MOORE, WILLIE LEE | 1402 W FOURTEENTH AV | \$49,326 | 0.12 |
| 015958 | MOORE, WILLIE LEE | 0 SPRUCE ST | \$5,040 | 0.06 |
| 015968 | BAGWELL REALTY PITT LLC | 700 CLARK ST | \$41,765 | 0.20 |
| 016122 | HOPE OF GLORY LLC | 402 W TENTH ST | \$394,087 | 1.05 |
| 016468 | HANSLEY, BRIAN CURTIS | 0 W FOURTH ST | \$8,100 | 0.27 |
| 016530 | WILLIAMS, DORSEY SHELTON III | 427 W FOURTH ST | \$95,789 | 0.28 |
| 016533 | RAJU, VEGESENA PRUDHVI | 0 W FIFTH ST | \$3,300 | 0.11 |
| 016548 | WILSON, EARL C | 0 DICKINSON AVENUE EX | \$15,840 | 0.08 |
| 016971 | RAJU, VEGESENA PRUDHVI | 404 S PITT ST | \$31,145 | 0.22 |
| 017031 | WELLS CHAPEL CHURCH TRUSTEES | 0 W FIFTH ST | \$4,700 | 0.10 |
| 017033 | THOMAS, JAMES | 1311 W FIFTH ST | \$94,342 | 0.17 |
| 017034 | THOMAS, JAMES | 0 W FIFTH ST | \$8,740 | 0.13 |
| 017052 | ALAKWA, ALI | 902 W FIFTH ST | \$43,782 | 0.22 |
| 017466 | RAYN ENTERPRISES LLC | 714 DICKINSON AVENUE EX | \$67,547 | 0.11 |
| 017518 | PAIGE, JAMES CLIFTON JR | 0 DICKINSON AVENUE EX | \$14,638 | 0.02 |
| 017520 | PAIGE, JOHN HEIRS | 0 MCKINLEY AV | \$4,136 | 0.11 |
| 017975 | BROWN, JAMES A | 1127 W FIFTH ST | \$18,937 | 0.13 |
| 018003 | SANTUCCI, NICHOLAS | 409 W FOURTH ST | \$63,309 | 0.16 |
| 018343 | POLLARD AND SON PLUMB & AC INC | 400 W TENTH ST | \$179,429 | 0.58 |
| 018436 | LEARY, PATTIE L | 807 W FIFTH ST | \$35,097 | 0.16 |
| 018969 | RIDDLE, ROBERT GREGORY | 450 SPRUCE ST | \$13,973 | 0.20 |
| 018970 | RIDDLE, ROBERT GREGORY | 1404 W FOURTEENTH AV | \$39,075 | 0.11 |
| 019388 | HOLLOMAN, OSCAR L | 0 PENNSYLVANIA AV | \$3,613 | 0.17 |
| 019448 | CARRAWAY, JAMES ANTHONY | 821 A DICKINSON AVENUE EX | \$70,413 | 0.21 |
| 019449 | HOPE OF GLORY LLC | 0 DICKINSON AVENUE EX | \$50,265 | 0.57 |
| 019517 | SAAD, JOSEPHINE | 1006 CHESTNUT ST | \$23,421 | 0.27 |
| 019528 | NORTON, D RAND TRUSTEE | 417 W FOURTH ST | \$60,369 | 0.18 |
| 019608 | EVANS, DAVID ARNOLD JR | 1206 CHESTNUT ST | \$5,250 | 0.21 |
| 019845 | SHERROD, BEN JR. HEIRS | 613 CLARK ST | \$4,675 | 0.11 |
| 019862 | HAFIZ ENTERPRISES INC | 1305 W FIFTH ST | \$7,050 | 0.15 |
| 019879 | LEARY, ELMER L | 411 BONNERS LN | \$3,400 | 0.08 |
| 019992 | MCLAWHORN, MELVIN C | 307 SPRUCE ST | \$48,964 | 0.44 |
| 019995 | HOLLOMAN, OSCAR L | 308 SPRUCE ST | \$40,465 | 0.35 |
| 019996 | ANDERSON, JAMES ARTHUR JR | 1104 MYRTLE ST | \$34,672 | 0.22 |
| 020000 | SWAIN, PERRY LEE | 1016 MYRTLE ST | \$44,867 | 0.18 |
| 020038 | PUGH, SAMUEL STACEY | 729 DICKINSON AV | \$123,509 | 0.67 |
| 020202 | WILLIAMS, WALTER L | 204 W TENTH ST | \$128,768 | 0.47 |
| 020204 | CARLIN, KERRY DREW | 400 S PITT ST | \$69,206 | 0.16 |
| 020317 | COUNCIL, WALTER B TRUSTEE | 409 W FIFTH ST | \$50,205 | 0.20 |
| 020318 | COUNCIL, WALTER B TRUSTEE | 408 BONNERS LN | \$5,360 | 0.15 |
| 020348 | BROWN, JAMES | 607 CLARK ST | \$8,075 | 0.19 |
| 020548 | HUDSON, JAMES ROY JR | 209 PENNSYLVANIA AV | \$80,142 | 0.37 |
| 020549 | HUDSON, JAMES R | 1110 MYRTLE ST | \$24,468 | 0.24 |
| 020550 | HUDSON, JAMES R | 1203 MYRTLE ST | \$34,368 | 0.18 |
| 020552 | KELLER, NORMAN B | 802 CLARK ST | \$28,615 | 0.20 |
| 020703 | CARLIN, KERRY DREW | 405 W FOURTH ST | \$2,400 | 0.08 |
| 020727 | WELMONT | 0 ALBEMARLE AV | \$297,016 | 0.72 |

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| 020728 | WELMONT | 0 ALBEMARLE AV | \$14,000 | 0.28 |
| 021141 | WILLIAMSON, JAMES M | 621 CLARK ST | \$20,636 | 0.21 |
| 021343 | THOMAS, JAMES | 1309 W FIFTH ST | \$9,560 | 0.13 |
| 021347 | HUDSON, JAMES R | 1108 MYRTLE ST | \$24,436 | 0.20 |
| 021492 | STREETER, JULIUS EDWARD | 1404 W FIFTH ST | \$68,372 | 0.35 |
| 021548 | COREY, HERBERT S | 0 GRANDE AV | \$38,658 | 0.09 |
| 021549 | COUNCIL, WALTER B TRUSTEE | 410 W FIFTH ST | \$118,553 | 0.24 |
| 021572 | UNX CHEMICAL INC | 200 W NINTH ST | \$671,242 | 1.68 |
| 021822 | LUDLOW MANAGEMENT LLC | 0 BROAD ST | \$11,900 | 0.17 |
| 021823 | LUDLOW MANAGEMENT LLC | 0 DICKINSON AVENUE EX | \$32,097 | 0.49 |
| 021896 | NOBLES, STEVEN M | 1209 W FIFTH ST | \$35,210 | 0.10 |
| 021971 | TAFT, JOSEPH MARVIN JR | 624 CLARK ST | \$2,550 | 0.06 |
| 021972 | TAFT, JOSEPH MARVIN JR | 0 CLARK ST | \$3,400 | 0.08 |
| 022175 | WILSON, EARL C | 0 CLARK ST | \$18,680 | 0.48 |
| 022418 | PLATER, CHARLES SEVELLE | 650 ATLANTIC AV | \$61,338 | 0.47 |
| 022552 | PEREZ, MARIO E | 806 CLARK ST | \$115,810 | 0.31 |
| 022624 | ROVER INVESTMENTS LLC | 0 FICKLEN ST | \$5,600 | 0.08 |
| 022790 | RAYN ENTERPRISES LLC | 0 S PITT ST | \$11,326 | 0.16 |
| 022969 | WELMONT LLC | 104 GRANDE AV | \$342,781 | 0.57 |
| 023190 | SANTUCCI, NICHOLAS W | 415 W FOURTH ST | \$88,143 | 0.21 |
| 023340 | MERRITT RENTALS LLC | 822 DICKINSON AV | \$34,226 | 0.06 |
| 023345 | HUDSON, JAMES ROY JR | 1011 A&B MYRTLE ST | \$57,203 | 0.24 |
| 023347 | NELSON, DAX R | 1008 CHESTNUT ST | \$45,258 | 0.27 |
| 023425 | JESUS IS ALIVE | 202 PENNSYLVANIA AV | \$12,301 | 0.09 |
| 023540 | BENNETT, PAUL | 720 DICKINSON AV | \$31,600 | 0.13 |
| 023586 | NICHOLLS, PAULA FOSTER | 906 S WASHINGTON ST | \$20,433 | 0.03 |
| 023594 | DUNCAN, LOUISE FINK | 0 DICKINSON AVENUE EX | \$62,267 | 0.05 |
| 023595 | SANDERSON, DEREK A | 530 DICKINSON AV | \$165,243 | 0.33 |
| 023598 | SUMMRELL, JULIUS STEWART | 1204 CHESTNUT ST | \$18,035 | 0.21 |
| 023619 | WILLIAMS, WALTER L | 210 W TENTH ST | \$178,921 | 0.45 |
| 023620 | WILLIAMS, WALTER L | 210 - W TENTH ST | \$66,533 | 0.26 |
| 023669 | JARRELL, GREGORY W | 0 DICKINSON AVENUE EX | \$38,099 | 0.24 |
| 023670 | BROWN, JAMES A | 613 ALBEMARLE AV | \$17,500 | 0.35 |
| 023671 | JARRELL, GREGORY W | 815 DICKINSON AVENUE EX | \$149,269 | 0.11 |
| 023859 | SUMMRELL, JULIUS STEWART | 1202 CHESTNUT ST | \$23,280 | 0.22 |
| 023975 | SUMMRELL, JULIUS STEWART | 1205 CHESTNUT ST | \$206,245 | 0.82 |
| 024047 | SANTUCCI, NICHOLAS | 419 W FOURTH ST | \$68,721 | 0.17 |
| 024048 | ROUSE, JAMES JR | 421 W FOURTH ST | \$68,963 | 0.18 |
| 024195 | HOLLOMAN, OSCAR L | 310 PENNSYLVANIA AV | \$56,491 | 0.29 |
| 024474 | WARD, VYDIE | 1208 CHESTNUT ST | \$25,968 | 0.20 |
| 024960 | HANSLEY, BRIAN CURTIS | 422 W FIFTH ST | \$73,978 | 0.39 |
| 024979 | INDY II LLC | 1208 MYRTLE ST | \$12,570 | 0.14 |
| 024980 | INDY II LLC | 1210 MYRTLE ST | \$6,300 | 0.18 |
| 024981 | INDY II LLC | 1206 MYRTLE ST | \$14,795 | 0.21 |
| 024982 | INDY II LLC | 1204 MYRTLE ST | \$13,530 | 0.13 |
| 024983 | INDY II LLC | 1202 MYRTLE ST | \$5,661 | 0.09 |
| 025063 | WILLIAMS, J T | 1408 W FOURTEENTH AV | \$74,641 | 0.27 |
| 025140 | WILLIAMS, EDWARD SUTHERLIN JR | 1104 JONES ST | \$17,175 | 0.10 |
| 025141 | WILLIAMS, EDWARD SUTHERLIN JR | 1106 JONES ST | \$17,430 | 0.11 |
| 025142 | OBRIEN, JOHN BIBBY | 408 W FIFTH ST | \$209,090 | 0.40 |
| 025394 | WILSON, MARTHA ELIZABETH HEIRS | 430 W FIFTH ST | \$25,800 | 0.86 |
| 026913 | RAJU, VEGESENA PRUDHVI | 400 W FIFTH ST | \$356,843 | 0.31 |
| 026929 | CITY CENTER LLC | 202 W EIGHTH ST | \$36,250 | 0.27 |

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| 026951 | MOUNT CALVERY MASONIC LODGE | 0 ALBEMARLE AV | \$7,500 | 0.15 |
| 026981 | EIGHTH STREET INVESTMENTS LLC | 226 W EIGHTH ST | \$928,426 | 0.69 |
| 026987 | WELLS CHAPEL CHURCH OF GOD | 1400 W FIFTH ST | \$450,614 | 0.24 |
| 026990 | JESUS OTHER & YOU INC | 700 ALBEMARLE AV | \$311,218 | 0.34 |
| 027050 | MIRACLE DELIVERANCE CHURCH | 430 BONNERS LN | \$2,867 | 0.04 |
| 028197 | KNIGHTS OF PYTHIAN | 0 ALBEMARLE AV | \$6,500 | 0.13 |
| 028838 | CAROLINA TEL AND TEL | 0 W FIFTH ST | \$8,540 | 0.24 |
| 028839 | CAROLINA TEL AND TEL | 0 BONNER LN | \$4,250 | 0.06 |
| 028843 | CAROLINA TELEPHONE AND TELEGRAPH CO | 401 W FIFTH ST | \$2,477,731 | 0.63 |
| 028847 | CAROLINA TEL. AND TEL. | 0 S PITT ST | \$31,363 | 0.23 |
| 028848 | CAROLINA TEL. AND TEL. | 402 BONNER LN | \$11,761 | 0.08 |
| 028899 | V. P. RAJU DR. | 408 S PITT ST | \$37,136 | 0.31 |
| 029046 | MASONIC LODGE | 0 W FIFTH ST | \$117,600 | 0.09 |
| 029047 | MASONIC LODGE | 0 W FIFTH ST | \$4,230 | 0.09 |
| 029065 | SAAD, JOSEPHINE | 1005 MYRTLE ST | \$17,392 | 0.19 |
| 029123 | NORFOLK SOUTHERN RR CO | 0 BONNER LN | \$1,200 | 0.04 |
| 029124 | NORFOLK SOUTHERN R. R. CO. | 0 W NINTH ST | \$22,000 | 0.22 |
| 030710 | CHAPMAN, CLAUDE HEIRS | 0 W FIFTH ST | \$1,880 | 0.04 |
| 030774 | JOYNER, JANE LONG | 805 DICKINSON AVENUE EX | \$35,734 | 0.05 |
| 031463 | CAROLINA TEL AND TEL | 406 BONNERS LN | \$11,870 | 0.08 |
| 033738 | MOORE, WILLIAM PHILIP JR | 510 W TENTH ST | \$154,553 | 0.37 |
| 033806 | JONES, DANIEL A | 1209 MYRTLE ST | \$57,393 | 0.14 |
| 034561 | WILSON, EARL C | 711 ATLANTIC AV | \$186,270 | 3.74 |
| 036920 | CARRAWAY, JAMES ANTHONY | 821 C DICKINSON AVENUE EX | \$57,097 | 0.33 |
| 038319 | WELMONT | 0 ALBEMARLE AV | \$5,500 | 0.11 |
| 038658 | WILLIAMS, WALTER L | 0 W TENTH ST | \$35,210 | 0.36 |
| 038982 | WELMONT | 807 ALBEMARLE AV | \$7,000 | 0.14 |
| 051944 | LAWRENCE, CHARLES A | 919 DICKINSON AVENUE EX | \$32,922 | 0.06 |
| 054459 | BREAKTHROUGH REVIVAL CENTER CHURCH INC | 917 DICKINSON AVENUE EX | \$34,405 | 0.05 |
| 054915 | NICHOLLS, KIMBERLY MORRIS | 201 W NINTH ST | \$31,028 | 0.14 |
| 057138 | HOLLOMAN, OSCAR L | 0 GRANDE AV | \$28,178 | 0.08 |
| 060257 | BOWEN, BOBBY R SR | 0 W FOURTEENTH AV | \$29,471 | 0.18 |
| 062397 | MASSEY, CAROLYN ANN | 1209 CHESTNUT ST | \$19,494 | 0.09 |
| 067546 | KING CONVEN ENTERPRISES INC | 912 W FIFTH ST | \$100,485 | 0.55 |
| TOTALS | | | \$20,674,519 | 82.75 |

“COPY”

Motion was made by Council Member Spell and seconded by Council Member Joyner to approve the FY 2009-2010 Work Plan and budget for the Redevelopment Commission. Motion carried unanimously.

TOWN COMMON MASTER PLAN PROJECT – APPROVED

Motion was made by Council Member Spell and seconded by Council Member Joyner to approve the Town Common Master Plan Project. Motion carried unanimously. (Document No. 09-08)

AMEND THE AGENDA

Motion was made by Council Member Joyner and seconded by Council Member Glover to amend the agenda to have the request by Trinit House Restoration and POHL and the Intergenerational Center Lease Payments moved to this part of the agenda since the parties are present. Motion carried unanimously.

REQUEST BY TRINITI HOUSE OF RESTORATION AND POHL, LLC FOR WAIVER OF VOLUNTARY ANNEXATION AS A CONDITION OF SANITARY SEWER SERVICE TO A FUTURE 2.04+ ACRE LOT LOCATED ON INDUSTRIAL BOULEVARD – APPROVED

Director of Community Development Merrill Flood informed the Council that the parcel is located within the boundary of the officially recognized industrial area and is zoned Industry. Within the recognized industrial area, the voluntary annexation requirement for receipt of sanitary sewer service may be waived for industrial development at the determination of City Council. The proposed use of the future lot is for a correctional facility (level 4 residential treatment). The proposed 8700± square foot correctional facility is limited to a maximum of 12 children and/or adolescent residents. Residents will receive intensive treatment services in a physically secure, locked environment in a program setting. The proposed site is located northeast of the Pitt County Detention Facility. Correctional facilities are limited to the Industry district. On April 23, 2009, the Greenville Board of Adjustment approved a special use permit for the operation of the subject correctional facility.

Motion was made by Council Member Spell and seconded by Council Member Joyner to approve sanitary sewer service to the future 2.04± acre lot and waive the voluntary annexation requirement. Motion carried unanimously.

INTERGENERATIONAL CENTER LEASE PAYMENTS

City Manager Wayne Bowers informed the Council that the following letter was received from Chancellor Steve Ballard.

“COPY”

June 3, 2009

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

Dear Mr. Bowers:

The Intergenerational Center (IGC), a partnership between the City of Greenville, East Carolina University, and the community of West Greenville, has and continues to be a productive and successful effort which is a model for cooperation between community entities. Currently, it faces financial challenges, in part due to the ending of a number of grants and challenges to the University's budget as a result of reductions from the state. At the end of June, a number of key grants which supported much needed programs in the community will end. New grants are being applied for but, even if successful, these grants will not begin until the Fall.

In light of these financial problems and the great need for the continuance of these programs, I am asking the City Council for an exemption from payment of the lease on the buildings. East Carolina University currently pays the city an annual lease of \$25,000. If this exemption is granted, we propose giving the \$25,000 to the IGC in order to finance these much needed programs, particularly during the summer when the children of the community are out of school.

I appreciate your and the City Councilors' willingness to consider this request. I am happy to provide any background information in advance of the meeting. University personnel will attend the meeting in order to address any questions or concerns.

Sincerely,

/s/ Steve

Steve Ballard
Chancellor

“COPY”

City Manager Bowers informed the Council that there is six months remaining on the lease. He recommended that the Council grant him the authority to waive monthly lease payments as necessary to assist in providing the programs.

Motion was made by Council Member Joyner and seconded by Council Member Glover to grant the City Manager the authority to waive monthly lease payment for the Intergenerational Center as necessary. Motion carried unanimously.

RAILROAD SWITCHING YARD PROJECT AGREEMENT – APPROVED

City Manager Bowers stated that for several years, staff has been working with the North Carolina Department of Transportation and three railroad companies to reduce the railroad switching operations that occur in Greenville on a regular basis and hinder vehicle traffic on several streets including Arlington Boulevard and Howell Street. The solution to the traffic congestion problem is a two-part project involving the construction of a new connector track near Fourteenth and Beatty Streets, and the relocation of the CSX switching yard to a new location north of the City. The City Council approved the switching yard project on June 9, 2008. The proposed project was the subject of a citizens' informational workshop conducted by

the North Carolina Department of Transportation on August 26, 2008. The next step in the process is the approval of an agreement between the City, the North Carolina Department of Transportation, and the three railroads. The memorandum of understanding that has been agreed to by staffs of all five parties outlines the general actions that will be required to complete the project. It references 30 feet of right-of-way for the connector track, but the map indicates 40 feet. The map will be revised to reflect 30 feet right-of-way in the final agreements. Several specific agreements will need to be executed between the parties to allow the work to begin, and the City will have to be a party to some of the agreements. The resolution approves the memorandum of understanding and also approves the exchange of properties and grant of easement or right-of-way, which are required to fulfill the City's responsibility for right-of-way acquisition for this project. The total project cost is estimated to be \$9,156,500, which includes \$1,250,000 in right-of-way acquisition costs that would be the responsibility of the City. Based on current project needs, the actual right-of-way costs are anticipated to be much less than this estimate. CSX Transportation has committed to contribute \$2,289,125, and a federal grant is pending for \$967,375. The North Carolina Department of Transportation will be responsible for the remaining amount of \$4,650,000. The resolution approves the memorandum of understanding; approves exchanges of property necessary to secure the right-of-way which the City is to acquire; authorizes the grant of an easement or right-of-way to CSX Transportation, Inc. for the construction of the connector track; authorizes the City Manager to execute any agreements necessary to carry out the project; and authorizes the City Manager to initiate, at the appropriate time, the process to close a portion of South Pitt Street. If approved, construction should begin in September 2009.

Motion was made by Council Member Spell and seconded by Council Member Joyner to approve the railroad switching yard project agreement and the resolution. Motion carried unanimously. (Resolution No. 09-40; Contract No. 1785)

BROWNFIELDS ASSESSMENT GRANT FOR THE WEST GREENVILLE CERTIFIED REDEVELOPMENT AREA – APPROVED

Senior Planner Carl Rees reminded the Council that the City applied for and received a \$200,000 EPA Brownfield Hazardous Assessment grant in October of 2007 for the project period of October 1, 2007 to September 30, 2010. The City also applied for and received a \$200,000 EPA Brownfield Petroleum Assessment grant in May 2009 to be used in the West Greenville Certified Redevelopment Area. The EPA Brownfields Program was established to provide funding to local governments for the inventory, characterization, assessment, cleanup and redevelopment planning of brownfields. The funds enable the granting of a clean bill of health to industry and heavy commercial properties that appear to be high risk, but potentially have no contamination, which may include facilities like closed tobacco warehouses, bulk petroleum storage facilities, railroad facilities, and abandoned service station. Contingent upon approval by the EPA, grant funds will be used for inventory of sites at risk for petroleum contamination for Phase I and II environmental testing of those sites, for public participation and planning activities, as well as for planning associated with redevelopment of individual brownfields properties. The grant will support the City's efforts to inventory and prioritize petroleum related brownfields sites in West Greenville for public investment and redevelopment and to support community outreach

activities. Prior to receiving this grant, the City received a Brownfields Grant for hazards assessment in 2007 for the West Greenville Certified Redevelopment Area. Since notification of the award, staff has been working with the assigned EPA Project Manager to complete a work agreement and others steps necessary for the City to receive and spend the grant funds. Brownfields Assessment funds enable the City to promote the redevelopment of properties in West Greenville while identifying and evaluating potential threats to human health and the environment. The grants are awarded on an annual grant cycle. If approved, grant funds will be used to support community outreach and education, site inventory and selection, environmental assessments, visioning and cleanup and redevelopment planning in the West Greenville Redevelopment Area. Planned activities include neighborhood meetings and workshops, brochures, fact sheets, website, and an educational video. They will encourage community participation and awareness and keep the public informed of project progress. A prioritization model will be developed and inventory efforts will be expanded to petroleum sites. The outreach to property owners will include determining the site eligibility and selecting sites for environmental assessment and redevelopment planning activities. The focus area will be the Tobacco Warehouse District and commercial areas in West Greenville. It will build upon the West Greenville Revitalization plan. Grant funds cannot be used for actual cleanup or redevelopment.

Motion was made by Council Member Spell and seconded by Council Member Joyner to accept the grant fund awarded by the EPA for Brownfields Assessment in the West Greenville Certified Redevelopment Area, to authorize execution of required grant documents by the City Manager, and to authorize staff to competitively select a consulting firm to manage the inventory, assessment, and reuse planning project. Motion carried unanimously.

AFFIRMATIVE MARKETING POLICY FOR EQUAL HOUSING OPPORTUNITY – APPROVED

Director of Community Development Merrill Flood informed the Council that in accordance with the HOME Investment Partnership Program (HOME), the Community Development Housing Division developed the Affirmative Marketing Policy for use within the HOME Program and other federally funded housing programs. This policy is a commitment by the City of Greenville to inform the public about the federal fair housing laws; solicit eligible persons without regard to race, color, national origin, sex, religion, familial status, or disability into the affordable housing market; and evaluate the effectiveness of these marketing efforts.

“COPY”

CITY OF GREENVILLE
AFFIRMATIVE MARKETING POLICY
(EQUAL HOUSING OPPORTUNITY)

It is the policy of the Community Development Department’s Housing Division of the City of Greenville to not discriminate against any person on the basis of race, color, national origin, sex, religion, familial status, or disability:

1. In the sale or rental of housing or residential lots;
2. In advertising the sale or rental of housing;
3. In the finance of housing;
4. In the provision of real estate brokerage services; or
5. In the appraisal of housing.

STATEMENT

This Affirmative Marketing Policy (“the Policy”) is developed for use in HOME Investment Partnerships Program (“HOME”) funded projects in accordance with the HOME Program regulations, including but not limited to 24 CFR 92.351, of the U.S. Department of Housing and Urban Development (“HUD”). The Policy is a commitment by the City of Greenville, a participating jurisdiction, and the HOME-funded participant (“Beneficiary”). The Beneficiary shares responsibility with the City to inform the public about the Federal Fair Housing Laws, soliciting eligible persons without regard to race, color, national origin, sex, religion, familial status or disability into the affordable housing market and evaluating the effectiveness of these marketing efforts.

This Affirmative Marketing Policy is documented and maintained in the Housing Division records, and shall be included in all HOME project proposals and agreements and HOME project files. The Beneficiary is held to the terms of the Policy by the requirement in the applicable HOME Subrecipient or HOME/Community Housing Development Organization (“CHDO”) Agreement.

PURPOSE

In accordance with the regulations of the HOME Program and in furtherance of the City of Greenville’s commitment to fair housing and equal housing opportunity, this Policy establishes procedures to affirmatively market rental or residential units constructed or rehabilitated under the HOME Program. These procedures are designed to assure that individuals who normally might not apply for available housing units because they are socially and/or economically disadvantaged are provided an opportunity to apply.

1. METHODS THE CITY WILL USE TO INFORM THE PUBLIC, POTENTIAL TENANTS, AND POTENTIAL OWNERS ABOUT FEDERAL FAIR HOUSING LAWS AND AFFIRMATIVE MARKETING POLICIES AND PROCEDURES
 - A. The Community Development Department’s Housing Division of City of Greenville shall be responsible for implementing the Affirmative Marketing Policy and

evaluating its effectiveness as required by the HOME Program. This responsibility shall include, but is not limited to the following:

- 1) Inform the community about its Affirmative Marketing Policy through periodic updates with its Affordable Housing Partners, through training workshops with its HOME Subrecipients and HOME/CHDO applicants, advertisements in the local newspapers of general circulation and other media outlets targeted to special groups and areas, and by posting the Policy on the City website (www.greenvillenc.gov).
 - 2) Display the HUD Equal Housing Opportunity (“EHO”) logo or slogan on all graphic presentations by the City concerning the HOME Program including but not limited to press releases and advertisements.
 - 3) Provide the beneficiary copies of the brochure “Fair Housing, Equal Opportunity for All” provided by HUD or a similar document at the time they receive (or apply for) HOME funding. The beneficiary shall provide initial homeowners, tenants, and rental property owners with copies.
 - 4) Provide general information and telephone reference numbers to persons contacting the Housing Division with questions regarding Affirmative Marketing, Federal Fair Housing, tenant’s rights, affordable housing, special needs housing and correction of substandard conditions in tenant-occupied dwellings.
2. REQUIREMENTS AND PRACTICES ALL HOUSING PROJECT BENEFICIARIES MUST ADHERE TO IN ORDER TO CARRY OUT THE CITY’S AFFIRMATIVE MARKETING POLICY.

At a minimum, each Beneficiary of a housing project assisted or partially assisted with HOME Program funds shall:

- 1) Incorporate an EHO logo or statement in its correspondence (including any lease or purchase agreement), which shall be used relating to the HOME program.
- 2) Affirmatively state a position of equal opportunity in housing when advertising the units or vacancies. *At a minimum*, each Beneficiary must:
 - a. Use the EHO logo in print and visual electronic advertising media;
 - b. Broadcast an “Equal Housing Opportunity” statement if radio advertising is utilized; and
 - c. Display the HUD Fair Housing poster in a high traffic area of its central sales/rental office.

3. PROCEDURES TO BE USED BY BENEFICIARIES OF PROJECTS THAT HAVE 5 OR MORE HOME ASSISTED UNITS TO INFORM AND SOLICIT APPLICATIONS FROM PERSONS IN THE HOUSING MARKET AREA WHO ARE NOT LIKELY TO APPLY FOR HOUSING WITHOUT SPECIAL OUTREACH

A. Each Beneficiary of a project that has 5 or more HOME assisted units, shall at a minimum:

- 1) Consider factors such as price or rent of housing, the racial/ethnic characteristics of the neighborhood in which housing is to be located, the population within the housing market area, public transportation routes, etc., to determine which group(s) of the existing population are believed to be the least likely to apply without special outreach. The Beneficiary may use census data, neighborhood surveys, and information from local government agencies, real estate associations and community-based organizations as acceptable sources to gather this information.
- 2) Describe the marketing plan to be used in the initial sales/rental phase as well as the ongoing marketing phase, to attract all segments of the eligible population, especially those groups designated as least likely to apply. This shall include the type of commercial media to be used, identity of the circulation or audiences of the media identified in the plan, and other community contacts and organizations used to reach populations needing special outreach.
- 3) Post and/or distribute information on the project to any such special needs groups that are being targeted for residence in the units.

4. RECORDS THAT WILL BE KEPT DESCRIBING ACTIONS TAKEN BY THE CITY AND BENEFICIARIES TO AFFIRMATIVELY MARKET UNITS AND RECORDS TO ASSESS ACTIONS.

A. The City of Greenville will keep the following records:

- 1) Copies of all meeting agendas and related materials of the City's Affordable Housing Loan Committee pertaining to this Policy, and all agendas and training materials of any HOME/CHDO training workshop pertaining to this Policy.
- 2) Copies of all press releases, advertisements and other written and electronic materials that pertain to this Policy

B. The City shall also require all Beneficiaries assisted with HOME funds to maintain records of how vacancies were advertised. All Beneficiaries shall maintain a record of classified advertisements, flyers, electronic media spots, or other marketing materials used to affirmative market HOME assisted units for two years.

- C. The Beneficiary of a project that has 5 or more HOME assisted units shall also maintain a record of applicants for vacant units with a general profile of the applicant and shall denote the following:
 - 1) How the applicant learned of the vacancy;
 - 2) Outcome (acceptance or rejection) of the applicant; and
 - 3) If rejected, why.
 - D. Each Beneficiary shall submit to the City annual reports through June 30th, as established by the HOME or HOME/CHDO Agreement, identifying those served.
5. DESCRIPTION OF HOW THE CITY OF GREENVILLE WILL ASSESS THE SUCCESS OF AFFIRMATIVE MARKETING ACTIONS, AND WHAT CORRECTIVE ACTIONS WILL BE TAKEN.
- A. The Affirmative Marketing Policy will be assessed on an annual basis by June 30th and will include a summary of the “good faith efforts” taken by the City and by HOME and HOME/CHDO Beneficiaries in the CAPER.
 - B. The City will compare the information compiled in Section 4: “Record keeping,” and evaluate the degree to which statutory and policy objectives were met. If the required steps were taken, the City will make an assumption that good faith efforts were made to carry out these procedures.
 - C. In conjunction with the annual on-site monitoring reviews conducted by the City, the Beneficiary shall produce records of:
 - 1) Affirmative marketing efforts;
 - 2) Applicants; and
 - 3) Outcome.
 - D. The City will take corrective action if it is determined that a Beneficiary has failed to carry out affirmative marketing efforts as required. The City will provide written notice to the Beneficiary of the problems that have been identified and the corrective action steps that need to be taken. The City shall follow all procedures for taking corrective action as provided in the City of Greenville Consolidated Plan for the HOME Program.

“COPY”

Motion was made by Council Member Mercer and seconded by Council Member Joyner to approve the Affirmative Marketing Policy. Motion carried unanimously. (Document No. 09-09)

ESTABLISHMENT OF FAIR MARKET VALUE FOR 112 WEST MOORE STREET – APPROVED

Director of Community Development Merrill Flood stated that the Community Development Department has recently received interest from citizens and groups in purchasing City-owned property at 112 West Moore Street in the West Meadowbrook neighborhood. The property was acquired by the City on January 30, 1980, during the West Meadowbrook Community Development project. The property contains approximately ½ acre of land and is surrounded by residential uses on the northern and southern boundaries of the property and City park land on the western boundary. There is no anticipated use of this property by the City, and a number of citizens have expressed interest in purchasing the property from the City. The Community Development Department had an appraisal completed by F. Bruce Sauter, which valued the property at \$8,700. The Pitt County Tax Assessor’s office valued the property at \$8,000. In order to determine the level of interest in the property, staff will advertise the property to the public for submittal of purchase proposals by the “sealed bid” method of sale, if City Council accepts the findings of the appraisal report. The highest bid above the established fair market value will be brought back to City Council for consideration at a future date.

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Kittrell to accept the appraisal report establishing the fair market value of 112 West Moore Street, Pitt County Tax Parcel 011773 at \$8,700 and instruct staff to advertise the property for sale by the sealed bid method. Motion carried unanimously.

WELCOME FOR ECU INTERNATIONAL STUDENTS - APPROVED

Mayor Patricia C. Dunn asked that the City Council sponsor a small reception during the orientation of the international students attending East Carolina University on August 21, 2009 at 3:00 p.m. in the City Council Chambers and Third Floor Gallery Area.

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Mercer to host the international students at a reception to be held on August 21, 2009 at 3:00 p.m. Motion carried unanimously.

COMMENTS FROM MAYOR AND CITY COUNCIL

The Mayor and City Council gave general comments.

CITY MANAGER'S REPORT

City Manager Bowers reported on Congressman Butterfield’s visit.

Mayor Pro-Tem Council stated that the Human Relations Council is working hard on the inclusive community initiatives and wants to meet to talk with the City Council to make sure they are on the right track and to help them become better members. The Human Relations Council members would like to get input from the City Council as they move forward on their initiatives. She asked for a joint meeting on August 13 at 6:00 p.m.

Motion was made by Mayor Pro-Tem council and seconded by Council Member Joyner to have the joint meeting with the Human Relations Council on August 13, 2009 at 6:00 p.m. Motion carried unanimously.

Upon being told that there is not a need for the June 22, 2009 City Council meeting, motion was made by Council Member Mercer and seconded by Council Member Spell to cancel the June 22, 2009 City Council meeting. Motion carried unanimously.

CLOSED SESSION

Motion was made by Council Member Mercer and seconded by Council Member Joyner to go into closed session to (1) establish or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease and (2) to prevent the disclosure of information that is privileged or confidential pursuant to the laws of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential, that being the Open Meetings Law. Motion carried unanimously.

OPEN SESSION

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

City Attorney Dave Holec reported that Council Member Kittrell was excused from the closed session because of a conflict of interest and was not present in the closed session at any time.

ADJOURNMENT

Motion was made by Council Member Mercer and seconded by Mayor Pro-Tem Council to adjourn the meeting at 11:10 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks, MMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Resolution authorizing disposal of outdated records by the City of Greenville in accordance with the North Carolina Division of Archives and History's Municipal Records Retention and Disposition Schedule dated May 19, 2009 and authorizing the Mayor and City Manager to enter into a contract with the North Carolina Department of Archives and History

Explanation: Chapters 121 and 132 of the General Statutes of North Carolina provide that records that do not have further use or value for official business, research, or reference purposes after the respective retention period specified in the Municipal Records Retention and Disposition Schedule are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval. This document was created by the North Carolina Division of Archives and History and is updated approximately every 10 years to insure that valuable records are preserved and that records of a temporary nature are disposed of when no longer required. The City Council approved the Schedule for City of Greenville records in 1984 and 1998, and an amendment was done in 2002.

The North Carolina Division of Archives and History has released a new Municipal Records Retention and Disposition Schedule that is dated May 19, 2009. The document, which contains 192 pages, may be found at http://www.records.ncdcr.gov/local/municipal_2009.pdf.

Adoption of the resolution would authorize City departments to destroy outdated public records upon their reaching the ages approved by the State Department of Archives and History in the Municipal Records Retention and Disposition Schedule dated May 19, 2009 and would authorize the City Manager and Mayor to enter into a contract with the North Carolina Department of Archives and History regarding the new Schedule.

Fiscal Note: No direct cost.

Recommendation: Adoption of the resolution authorizing disposal of outdated records by the City of Greenville in accordance with the North Carolina Division of Archives and History's Municipal Records Retention and Disposition Schedule dated May 19, 2009 and authorizing the Mayor and City Manager to enter into a contract with the North Carolina Department of Archives and History.

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

Attachments / click to download

 [Contract](#)

 [Resolution](#)

RESOLUTION NO. 09-_____

RESOLUTION AUTHORIZING DISPOSAL OF OUTDATED RECORDS BY THE CITY OF GREENVILLE IN ACCORDANCE WITH THE NORTH CAROLINA DIVISION OF ARCHIVES AND HISTORY'S MUNICIPAL RECORDS RETENTION AND DISPOSITION SCHEDULE DATED MAY 19, 2009 AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NORTH CAROLINA DEPARTMENT OF CULTURAL RESOURCES

WHEREAS, the City of Greenville realizes the importance of preserving public records since they are public property and relate to public acts and business;

WHEREAS, the City of Greenville also realizes that, with the ever increasing volume of records, City departments are faced with the problem of finding adequate and satisfactory storage space for valuable records that should be preserved;

WHEREAS, Chapters 121 and 132 of the General Statutes of North Carolina provide that records that do not have further use or value for official business, research, or reference purposes after the respective retention period specified in the Municipal Records Retention and Disposition Schedule are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval; and

WHEREAS, the North Carolina Division of Archives and History has rewritten its Municipal Records Retention and Disposition Schedule, adopted by City Council on April 6, 1998, to insure that valuable records are preserved and that records of a temporary nature are disposed of when no longer required.

NOW, THEREFORE, BE IT RESOLVED that the City departments are authorized to destroy outdated public records upon their reaching the ages approved by the North Carolina Division of Archives and History in the Municipal Records Retention and Disposition Schedule issued May 19, 2009.

BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized to enter into a contract with the North Carolina Department of Cultural Resources regarding the approval of the Municipal Records Retention and Disposition Schedule.

This 10th day of August, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk


MUNICIPAL Records Retention and Disposition Schedule

The records retention and disposition schedule and retention governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

City/Town Clerk

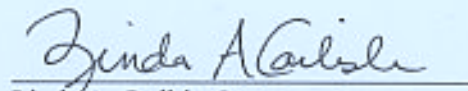
Chief Administrative Officer/
City Manager



David Brook, Director
Division of Historical Resources

APPROVED

Mayor



Linda A. Carlisle, Secretary
Department of Cultural Resources

May 19, 2009

Municipality: _____



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Resolution Supporting a Veteran Government Bond, Stamp, and Coin Program

Explanation: Mr. Garland Denny of VFW Post 5464, American Legion Post 458, and Disabled American Veterans Chapter 95 contacted the Mayor's Office and requested that the City Council adopt a resolution supporting a veteran government bond, stamp, and coin program. The profits or surcharge generated from the sale of the coins, stamps, and bonds would go straight to helping veterans and their families in need. It would be used to provide new shelters, improved medical facilities, medical assistance, prescription assistance, and monetary support for those families who have lost loved ones that paid the ultimate sacrifice to protect the freedoms of Americans. Mr. Denny stressed that this program would not increase taxes or the national debt.

Mr. Denny lives in the western part of the state and could not attend the August meetings; however, he asked that the City Clerk provide the information to City Council and ask that the attached resolution be adopted. Information found on the website, www.veteranspetition.com, is attached as backup.

In order for this to be considered by Congress, 60,000 signatures have to be received. There are currently close to 17,000 signatures on file.

Fiscal Note: No cost to adopt the resolution.

Recommendation: Adoption of the resolution supporting a veteran government bond, stamp, and coin program.

Attachments / click to download

 [Backup](#)

 [Resolution](#)

RESOLUTION NO. 09-_____

RESOLUTION SUPPORTING A VETERAN GOVERNMENT
BOND, STAMP AND COIN PROGRAM

WHEREAS, the nation is blessed with men and women who voluntarily swear an oath to defend the Constitution of the United States of America against all enemies, foreign and domestic;

WHEREAS, these men and women make great personal sacrifices in the name of our Constitution, thereby ensuring the perpetuation of our individual liberties;

WHEREAS, these same men and women voluntarily make great personal sacrifices to carry democracy and extend the freedoms we enjoy to the underprivileged of the world;

WHEREAS, some of these men and women will incur great personal hardships and catastrophic injury in the performance of their duties; and

WHEREAS, we feel duty bound to honor, support and provide relief to these warriors and their families.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Greenville that it does hereby support an initiative implementing a new government bond, stamp and coin program, the proceeds from which shall be used exclusively for those warriors and their families who have borne the brunt of preserving our freedoms and extending those freedoms throughout the world.

ADOPTED this _____ day of August, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

www.veteranspetition.com



Garland B. Denny

My Fellow Americans,

I would like to ask for your help in petitioning Congress to create a new Bill. With your help, this could be passed into law this year - 2009. This Law will benefit EVERY VETERAN and their immediate family.



Garland with Pat McCrory - Charlotte Mayor
1990's



Chuck Denny, President Clinton, Garland
Denny
2008



with Senator Kay Hagen
2008

Why should this be done?

Many soldiers have paid the ultimate price for us to enjoy our Freedom. Throughout time, soldiers have returned home to encounter hardships; physically, emotionally, medically, financially, and psychologically. None of these men and women should have to wait on politics for care or financial assistance, but unfortunately, that is what is happening. There are existing programs out there but they are behind in the times.

Here is what we are thinking:

The new law would allow the government to sell coins, stamps and bonds to the public. We are asking in the petition to honor "The Tomb of the Unknowns". The profit or surcharge generated from the sale of these coins, stamps and bonds will go straight to helping Veterans and their families in need. This money would be used to provide new shelters, improved medical facilities, medical assistance, prescription assistance and even monetary support for those families who have lost loved ones that paid the ultimate sacrifice to protect the Freedom of every American.

To start this program:

When our next President signs this bill into a Law he would then ask all Ex-Presidents to raise \$50 million dollars in seed money to start this project. The seed money raised would be put into a Bond back by the government. Then the government can take the interest earned off of this money and fund projects and services to aid our Veterans.

This solution will NOT increase Taxes or the National Debt on Americans!

How you can help:

We need you to sign this petition so Congress will listen to us. Please sign the Veterans Petition online by clicking [here](#) . Then write your Representatives and Congressional Leaders and ask them to support this effort immediately.

Together, we can show all Veterans past, present and future that we appreciate what they have done for us as individuals and as a country. Let's fight for them this time to provide them with better medical care, better medical benefits, more medical and physical care facilities, prompt financial assistance and a chance for economical housing.

Thank you,

Garland B. Denny

VFW Post 5464
American Legion Post 458
Disabled American Veterans Chapter 95

704-225-9629

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Will You Help Us Help Our Veterans??

This can be done without increasing Your Taxes or the National Debt !!

~~~ A Petition to Congress on behalf of Every American Veteran ~~~

[Welcome](#)

[Petition to Congress](#)

[More Info](#)

[Special Thanks](#)

[Sign it Here!](#)

[Our Blog](#)

[About Garland Denny](#)

Watch the 3 minute video as you browse the links above!

**Click on each link below to see their adopted Formal Resolutions of Support**

[Union County Commissioners, North Carolina](#)

[Monroe, North Carolina](#)

[Indian Trail, North Carolina](#)

[Stallings, North Carolina](#)

[Mint Hill, North Carolina](#)

[Matthews, North Carolina](#)

[Marvin, North Carolina](#)

[Asheboro, North Carolina](#)

[Torboro, North Carolina](#)

[Hope Mills, North Carolina](#)

[Lake Park, North Carolina](#)

[King's Mountain, North Carolina](#)

[Wesley Chapel, North Carolina](#)

[Yanceyville, North Carolina](#)

[Oxford, North Carolina](#)

[North Wilkesboro, North Carolina](#)

[Wadesboro, North Carolina](#)

[Bessemer City, North Carolina](#)

[Windsor, North Carolina](#)

[Williamston, North Carolina](#)

[Hayesville, North Carolina](#)

[Morehead City, North Carolina](#)

[Durham, North Carolina](#)

[Ayden, North Carolina](#)

[Cape Carteret, North Carolina](#)

[Brunswick County, North Carolina](#)

[Asheville, North Carolina](#)

[Biscoe, North Carolina](#)

[Goldshoro, North Carolina](#)

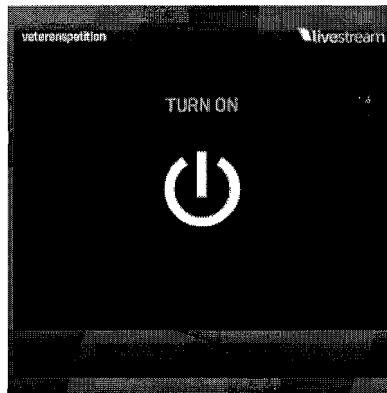
[Wilson, North Carolina](#)

[Gastonia, North Carolina](#)

## Dear Congress:

Today, this effort has the collective support of more than 1,475,000 citizens of North Carolina!!!

~~~~~  
Visitors: We have close to 17,000 Signatures...
but, we need 60,000 signatures for Congress to ACT!!!



This page was last updated June 30, 2009

The city council video was filmed 7/28/2008

Click on each link below to see their adopted Formal Resolutions of Support

[Town of Garland, North Carolina](#)

[Fairview, North Carolina](#)

[Hemby Bridge, North Carolina](#)

[Kill Devil Hills, North Carolina](#)

[Marshville, North Carolina](#)

[Unionville, North Carolina](#)

[Waxhaw, North Carolina](#)

[Weddington, North Carolina](#)

[High Point, North Carolina](#)

[Rae ford, North Carolina](#)

[Lenoir, North Carolina](#)

[Wingate, North Carolina](#)

[Mineral Springs, North Carolina](#)

[Columbia, North Carolina](#)

[Union County Chamber of Commerce, NC](#)

[Roanoke Rapids, North Carolina](#)

[Ahaskie, North Carolina](#)

[Forest City, North Carolina](#)

[Washington, North Carolina](#)

[Trinity, North Carolina](#)

[Jackson, North Carolina](#)

[Harrisburg, North Carolina](#)

[Burgaw, North Carolina](#)

[Harrisburg, North Carolina](#)

[Clayton, North Carolina](#)

[Lincolnton, North Carolina](#)

[Black Mountain, North Carolina](#)

[Dobson, NC - Board of Commissioners](#)

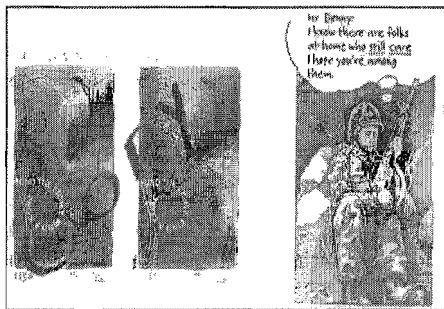
[Sanford, North Carolina](#)

[Hendersonville, North Carolina](#)

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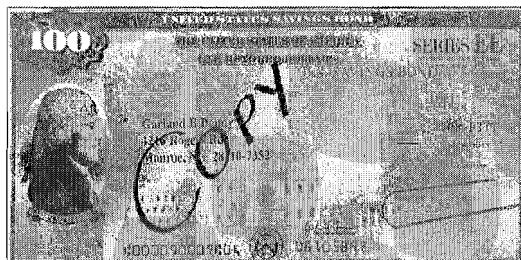
More Information about the www.VeteransPetition.com

Examples of Coins, Treasury Bonds & Stamps



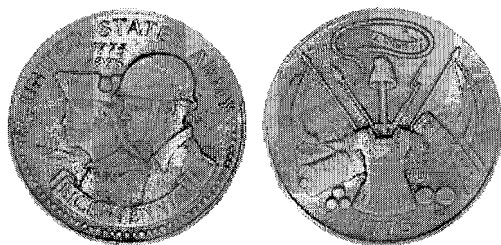
Here is the current Breast Cancer Stamp that raises money for Breast Cancer Research.
You can also see the sample of a Veteran Stamp.

Our version would honor: the "Tomb of the Unknowns".



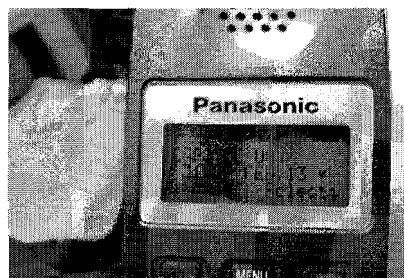
Here is a Sample Treasury Bond from the past.

Our version would honor the "Tomb of the Unknowns."



Example of a Coins - Congress could Mint these to honor the "Tomb of the Unknowns" in Gold, Silver & Platinum Versions!

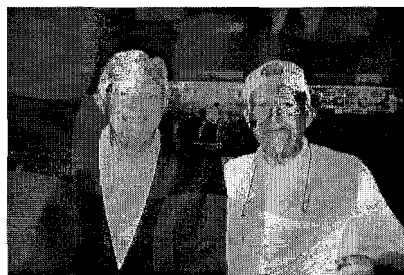
Pictures from along the way...



Call from the Representative Mel Watt @ US Capitol on 2/13/2009



North Carolina Representative Mel Watt - 2008



Former President Jimmy Carter - January 2007



Representative Sue Myrick - 2006

Copyright 2006 - 2009. Chuck Denny. All Rights Reserved!



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Resolution Adopting and Endorsing Pitt County's 2009 Ten-Year Comprehensive Solid Waste Management Plan

Explanation: Every three years, Pitt County is required to update its Comprehensive Solid Waste Management Plan. This plan describes to the State how the County proposes to manage solid waste generated in the County.

The City of Greenville, along with the nine other municipalities in Pitt County, has historically participated in the County's plan in lieu of developing its own. The County plan addresses how it proposes to dispose of all solid waste and recyclables collected within the County. The municipalities are responsible for developing means of collecting solid waste and recyclables, and transporting them to locations identified by the County for ultimate processing or disposal.

Based on a review of the 2009 update to their plan, Pitt County proposes no changes to its disposal or processing operations. Pitt County will continue to receive solid waste at the main transfer station off Allen Road and transport the solid waste by private hauler to a regional landfill in Bertie County. Recyclables will continue to be processed by Eastern Carolina Vocational Center through the Materials Recovery Facility. Construction and demolition debris also is taken to the Pitt County Allen Road Transfer Station.

Pitt County has asked all municipalities planning to continue participating in the Pitt County Solid Waste Management Plan to indicate so by having their governing board adopt a resolution accepting and endorsing their plan. Attached for City Council's consideration is the proposed resolution. The final "draft" of the 2009 update of Pitt County's Ten Year Comprehensive Plan is available upon request. A copy of the Executive Summary of the plan is also attached.

Fiscal Note: There is no direct fiscal impact with this agenda item.

Recommendation: Adopt the attached resolution accepting and endorsing the 2009 Update of Pitt County's Ten Year Comprehensive Solid Waste Management Plan.

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

Attachments / click to download

 [Solid Waste Executive Summary](#)

 [Resolution](#)

RESOLUTION NO. 09-
RESOLUTION BY THE CITY COUNCIL OF THE CITY OF GREENVILLE
ACCEPTING AND ENDORSING THE SOLID WASTE MANAGEMENT PLAN
OF 2009 FOR PITT COUNTY

WHEREAS, it is a priority of this community to protect human health and the environment through safe and effective management of municipal solid waste;

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community;

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system;

WHEREAS, it is the goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering;

WHEREAS, the City of Greenville recognizes its role in the encouragement of recycling markets by purchasing recycled products;

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program;

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste;

WHEREAS, NC General Statute 130A-309.09A(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years;

WHEREAS, the Pitt County Solid Waste Department has undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively;

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

That Pitt County's 2009 Ten Year Comprehensive Solid Waste Management Plan is accepted and endorsed by this governing body and placed on file with the Clerk to the Board on this day, August 10, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

EXECUTIVE SUMMARY

Pitt County continues to be lead agency for solid waste management for the ten (10) municipalities within our planning area.

Solid waste and recyclables are collected at 14 locations throughout the County. County trucks deliver collected waste to our Transfer Station off Allen Road on the west side of Greenville where it is loaded on trucks and contractor hauled to a landfill in Bertie County. Recyclables are transferred to the Pitt County/ECVC Materials Recovery Facility (MRF) on Staton Road where the materials are separated, baled and sold by ECVC. These operations have worked well and will continue to be the main structure of our solid waste program; however, we are challenged to investigate and incorporate improvements that will provide another opportunity to meet the planning goals listed on the following page. One recent example is a "first in North Carolina". On December 2, 2008, Pitt County began recycling tear-off roofing shingles in partnership with a local paving contractor who combines them into his hot mix asphalt. We expect this program to divert thousands of tons from landfill disposal.

Our Recycling Coordinator will continue to emphasize the importance of waste reduction, reuse and recycling in our schools, civic clubs and other organizations throughout the area.



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Resolution accepting dedication of rights-of-way and easements for Charleston Village, Section 4; Davencroft Village; and Waterford Commons, Phase 2, Lot 4

Explanation: In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Charleston Village, Section 4 (Map Book 68 at Page 76); Davencroft Village (Map Book 71 at Pages 18-20); and Waterford Commons, Phase 2, Lot 4 (Map Book 71 at Page 100). A resolution accepting the dedication of aforementioned rights-of-way and easements is attached for City Council consideration. The final plats showing the rights-of-way and easements are also attached.

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

Recommendation: Adopt the attached resolution accepting dedication of rights-of-way and easements for Charleston Village, Section 4; Davencroft Village; and Waterford Commons, Phase 2, Lot 4.

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

Attachments / click to download

- [Charleston Village Section 4 Map](#)
- [Davencroft Village](#)
- [Waterford Commons Phase 2 Lot 4](#)
- [Resolution](#)

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

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:

| | | |
|----------------------------------|-------------|-------------|
| Charleston Village Section 4 | Map Book 68 | Page 76 |
| Waterford Commons Phase 2, Lot 4 | Map Book 71 | Page 100 |
| Davencroft Village | Map Book 71 | Pages 18-20 |

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 August, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

NORTH CAROLINA
PITT COUNTY

I, Patricia A. Sugg, a Notary Public, do hereby certify that Wanda T. Elks, City Clerk, personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and notarial seal this 10th day of August, 2009.

Notary Public

My Commission Expires: 9/4/2011

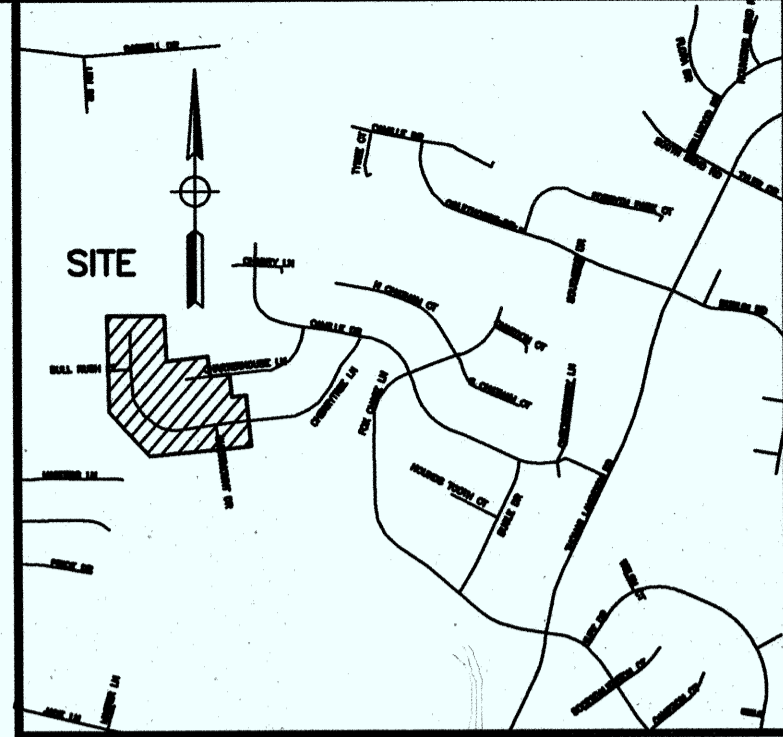
SITE DATA

TOTAL AREA12.498 AC.
 NUMBER OF LOTS CREATED38
 AREA IN COMMON AREA0
 AREA IN PARKS, RECREATION AREAS
 CEMETERIES AND THE LIKE.0

CALL TABLE

| | | |
|-----|---------------|--------------|
| L-1 | N 51°02'40" W | 82.56'(TOT) |
| L-2 | S 51°02'40" E | 82.56'(TOT) |
| L-3 | N 83°43'45" E | 237.71'(TOT) |
| L-4 | N 83°43'45" E | 237.71'(TOT) |
| L-5 | N 83°43'45" E | 65.00'(TOT) |
| L-6 | S 46°41'56" E | 123.83'(TOT) |

Doc ID: 001307210001 Type: CRP
 Recorded: 06/25/2007 at 03:08:09 PM
 Fee Amt: \$21.00 Page 1 of 1
 Pitt County, NC
 Judy J. Tart Register of Deeds
BK 68 Pg 76



VICINITY MAP
 SCALE: 1" = 1000'±

LEGEND

R/W = RIGHT-OF-WAY
 B/B = BACK OF CURB TO BACK OF CURB
 EIP = EXISTING IRON PIPE
 PC = POINT OF CURVATURE
 NPS = NO POINT SET
 ○ = IRON PIPE SET UNLESS OTHERWISE NOTED
 PT = POINT OF TANGENCY
 S.T. = SIGHT TRIANGLE

C/L CURVE DATA

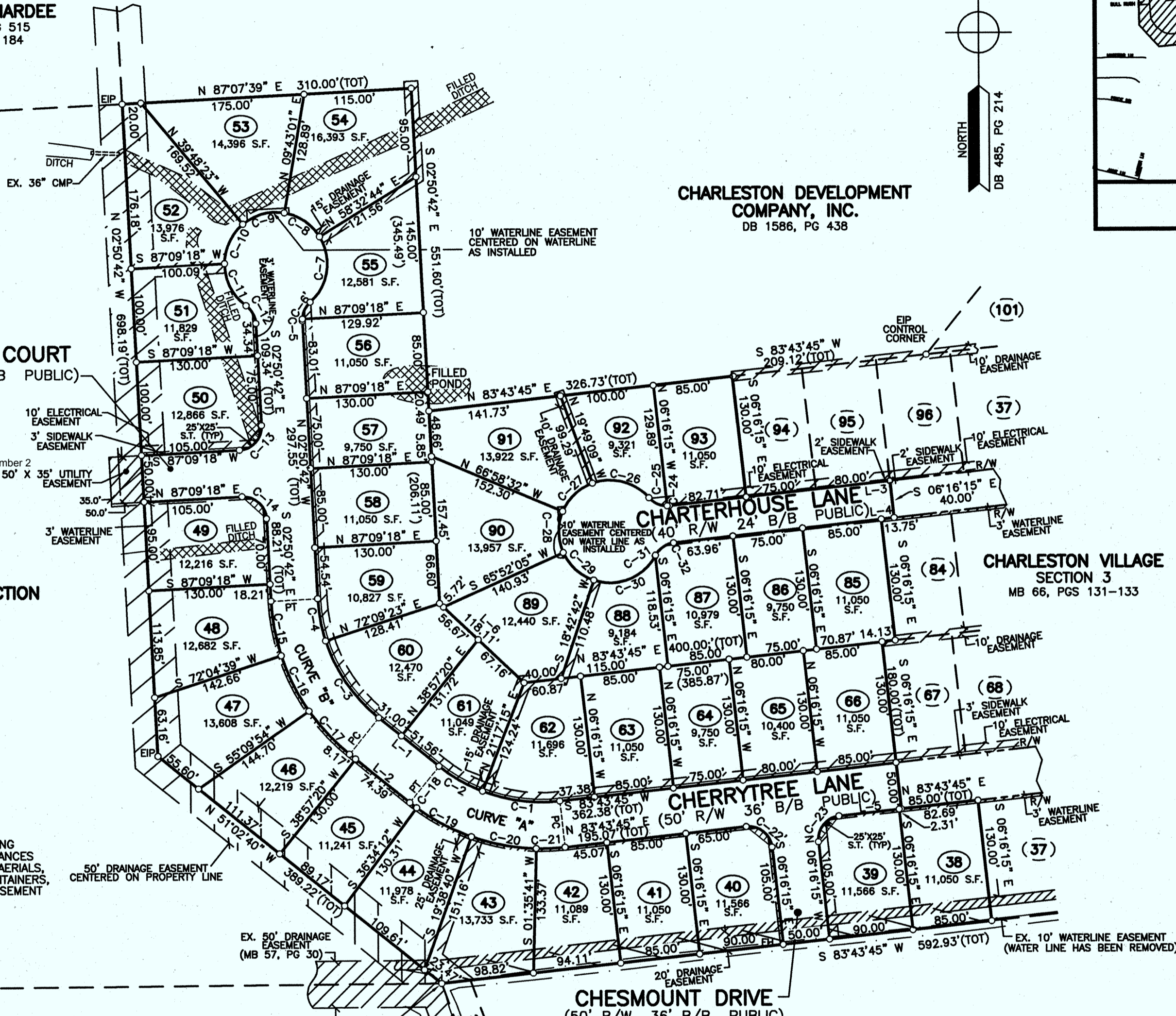
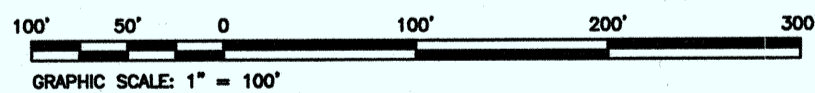
| CURVE "A" | CURVE "B" |
|------------------------------|------------------------------|
| R= 200.00' | R= 200.00' |
| Δ = 45°13'35" | Δ = 48°11'58" |
| L= 157.87' | L= 168.25' |
| T= 83.31' | T= 89.46' |
| CH= N 73°39'28" W 153.80' | CH= N 26°56'41" W 163.33' |

BULL RUSH COURT
 (50' R/W 36' B/B PUBLIC)

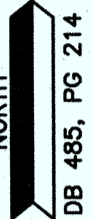
EDMONSON CONSTRUCTION COMPANY, INC.
 DB 1409, PG 533
 MB 58, PG 133

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: 3720466600 DATED JANUARY 2, 2004.
- 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 THOSE DESIGNATED WIDTHS.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRUCH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE.



CHARLESTON DEVELOPMENT COMPANY, INC.
 DB 1586, PG 438



NORTH
 DB 485, PG 214

CURVE TABLE

| CURVE | RADIUS | CHORD | CH.BEARING |
|-------|---------|--------|--------------|
| C-1 | 175.00' | 83.36' | N 82°29'30"W |
| C-2 | 175.00' | 53.75' | N 59°52'43"W |
| C-3 | 175.00' | 99.99' | N 34°26'39"W |
| C-4 | 175.00' | 45.68' | N 10°20'39"W |
| C-5 | 25.00' | 1.98' | N 00°33'39"W |
| C-6 | 25.00' | 19.84' | N 25°05'54"E |
| C-7 | 55.00' | 70.65' | N 08°30'33"E |
| C-8 | 55.00' | 45.47' | N 55°52'05"W |
| C-9 | 55.00' | 46.07' | S 74°57'22"W |
| C-10 | 55.00' | 46.22' | S 25°07'57"W |
| C-11 | 55.00' | 50.51' | S 26°49'44"E |
| C-12 | 25.00' | 21.65' | S 28°30'14"E |
| C-13 | 25.00' | 35.36' | S 42°09'18"W |
| C-14 | 25.00' | 35.36' | S 47°50'42"E |
| C-15 | 225.00' | 59.04' | S 10°23'01"E |
| C-16 | 225.00' | 66.18' | S 26°22'44"E |
| C-17 | 225.00' | 63.44' | S 42°56'23"E |
| C-18 | 225.00' | 9.37' | S 52°14'14"E |
| C-19 | 225.00' | 66.23' | S 61°53'34"E |
| C-20 | 225.00' | 70.59' | S 79°22'50"E |
| C-21 | 225.00' | 30.86' | S 87°39'43"E |
| C-22 | 25.00' | 35.36' | S 51°16'15"E |
| C-23 | 25.00' | 35.36' | S 38°43'45"E |
| C-24 | 25.00' | 2.29' | S 86°21'22"W |
| C-25 | 25.00' | 21.34' | S 65°45'30"W |
| C-26 | 55.00' | 62.56' | S 75°09'34"W |
| C-27 | 55.00' | 44.00' | S 46°36'09"W |
| C-28 | 55.00' | 44.00' | S 00°33'13"E |
| C-29 | 55.00' | 44.00' | S 47°42'36"E |
| C-30 | 55.00' | 70.77' | N 68°40'11"E |
| C-31 | 55.00' | 0.64' | N 28°17'34"E |
| C-32 | 25.00' | 23.39' | N 55°50'37"E |



CERTIFICATION

I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE ____; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-03 AS AMENDED. WITNESS MY HAND AND SEAL THIS 30th DAY OF MARCH, AD 2007.

SIGNED: [Signature] REGISTRATION NO. 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.
 [Signature] 6/25/07
 REVIEW OFFICER DATE

NORTH CAROLINA, PITT COUNTY FILED FOR REGISTRATION THIS THE ____ DAY OF ____ AT ____ O'CLOCK ____ M.
 JUDY J. TART, REGISTER OF DEEDS
 BY: ____ DEPUTY REGISTER OF DEEDS

FINAL PLAT A PORTION OF PARCEL #00531 SHEET 1 OF 1

CHARLESTON VILLAGE

SECTION 4

REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 2190, PAGE 185 OF THE PITT COUNTY REGISTRY

GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: CHARLESTON DEVELOPMENT CO., INC.
 ADDRESS: PO BOX 1607 WILSON, NC 27894
 PHONE: (252) 243-0222

OWNER: EDMONSON CONSTRUCTION COMPANY OF GREENVILLE
 ADDRESS: 2625 CHARLES BLVD. GREENVILLE, NC 27858
 PHONE: (252) 321-9904

Baldwin and Associates
 ENGINEERING, LAND SURVEYING AND PLANNING
 1015 CONFERENCE DRIVE GREENVILLE NC, 27858
 (252) 756-1390

SURVEYED: DEG APPROVED: MWB
 DRAWN: SCB DATE: 03/30/2007
 CHECKED: MWB/SCB SCALE: 1" = 100'

SOURCE OF TITLE
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
 DEED BOOK 2190 PAGE 185
 MAP BOOK 60 PAGE 38
 DEED BOOK 1409 PAGE 533

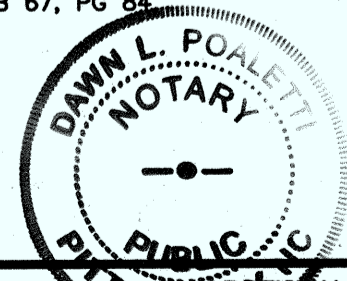
OWNERS STATEMENT
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
 See above signatures
 SWORN AND SUBSCRIBED BEFORE ME THIS 31st DAY OF May, 2007.
 [Signature]
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/2009

PUBLIC APPROVAL
 THIS FINAL PLAT NO. 07-50 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 9th DAY OF MAY, 2007.
 [Signature]
 SIGNED CITY PLANNER

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



[Signature]
 EDMONSON CONSTRUCTION CO. OF GREENVILLE
 [Signature]
 CHARLESTON DEVELOPMENT CO., INC.



COLUMBIA RIM COMPANY, INC.
 MB 25, PG 86

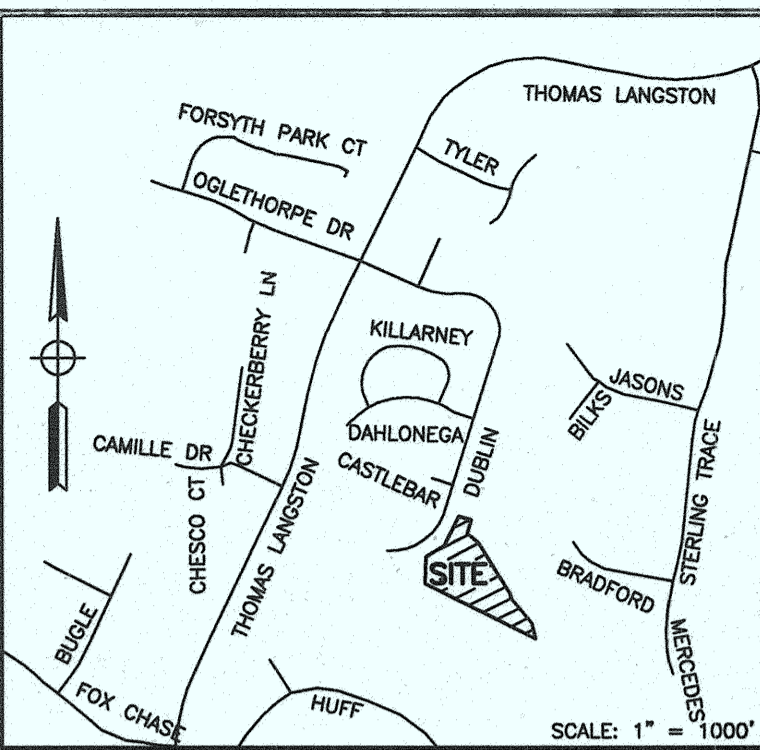
COLUMBIA RIM COMPANY, INC.
 MB 67, PG 84

EDMONSON CONSTRUCTION COMPANY OF GREENVILLE
 DB 990, PG 825
 MB 57, PG 47

Doc ID: 005045190003 Type: CRP
 Recorded: 09/19/2008 at 01:50:59 PM
 Fee Amt: \$63.00 Page 1 of 3
 Pitt County, NC
 Judy J. Tart Register of Deeds
 BK 71 PG 18-20

SITE DATA

TOTAL AREA 11.889 AC.
 NUMBER OF LOTS CREATED 42
 AREA IN COMMON AREA 78,292 S.F.
 AREA IN PARKS, RECREATION AREAS
 CEMETERIES AND THE LIKE 0



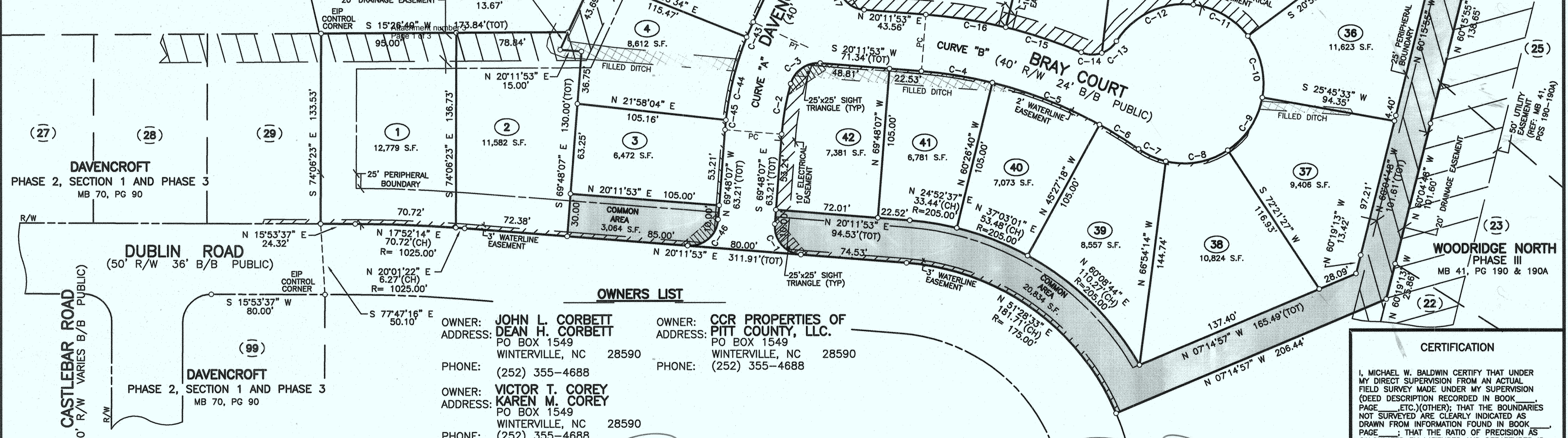
CURVE TABLE

| CURVE | RADIUS | CHORD | CH. BEARING |
|-------|---------|--------|--------------|
| C-1 | 20.00' | 28.28' | N 65°11'53"E |
| C-2 | 180.00' | 35.95' | 64°04'15"E |
| C-3 | 20.00' | 25.32' | 19°04'15"E |
| C-4 | 310.00' | 50.57' | S 24°52'37"W |
| C-5 | 310.00' | 80.87' | S 37°03'01"W |
| C-6 | 310.00' | 32.42' | S 47°32'33"W |
| C-7 | 56.00' | 20.97' | S 39°44'52"W |
| C-8 | 56.00' | 44.30' | S 05°39'24"W |
| C-9 | 56.00' | 44.30' | 40°56'30"E |
| C-10 | 56.00' | 44.30' | S 87°32'23"E |
| C-11 | 56.00' | 44.30' | N 45°51'43"E |
| C-12 | 56.00' | 60.13' | N 09°54'27"W |
| C-13 | 20.00' | 13.25' | N 23°02'01"W |
| C-14 | 20.00' | 14.46' | N 17°30'24"E |
| C-15 | 350.00' | 56.02' | N 34°06'43"E |
| C-16 | 350.00' | 56.89' | N 24°51'36"E |
| C-17 | 20.00' | 32.86' | N 75°26'38"E |
| C-18 | 650.00' | 70.34' | 46°12'31"E |
| C-19 | 650.00' | 70.00' | S 40°01'14"E |
| C-20 | 690.00' | 60.00' | N 39°56'59"W |
| C-21 | 690.00' | 60.00' | N 44°56'01"W |
| C-22 | 690.00' | 22.70' | N 48°22'04"W |
| C-23 | 220.00' | 11.70' | N 50°50'01"W |
| C-24 | 220.00' | 60.00' | N 80°11'41"W |
| C-25 | 220.00' | 6.80' | N 68°55'01"W |
| C-26 | 20.00' | 28.28' | N 24°48'07"W |

LEGEND

R/W = RIGHT-OF-WAY
 B/B = BACK OF CURB TO BACK OF CURB
 PC = POINT OF CURVATURE
 PT = POINT OF TANGENCY
 EIP = EXISTING IRON PIPE
 ○ = IRON PIPE SET, UNLESS OTHERWISE NOTED
 R = RADIUS
 CH = CHORD
 EIS = EXISTING IRON STAKE
 EPKN = EXISTING PARKER KALON NAIL

STERLING TRACE
 MB 35, PG 29 & 29A



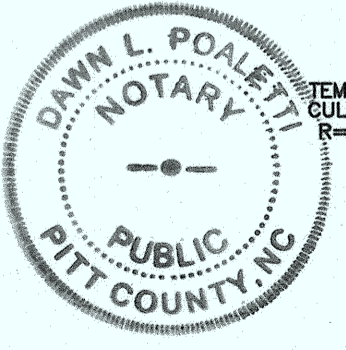
OWNERS LIST

OWNER: JOHN L. CORBETT
 ADDRESS: DEAN H. CORBETT
 PO BOX 1549
 WINTERVILLE, NC 28590
 PHONE: (252) 355-4688

OWNER: CCR PROPERTIES OF
 ADDRESS: PITT COUNTY, LLC.
 PO BOX 1549
 WINTERVILLE, NC 28590
 PHONE: (252) 355-4688

OWNER: VICTOR T. COREY
 ADDRESS: KAREN M. COREY
 PO BOX 1549
 WINTERVILLE, NC 28590
 PHONE: (252) 355-4688

OWNER: PAUL S. RANDOLPH
 ADDRESS: 1166 OAK HILL DRIVE
 GREENVILLE, NC 27858
 PHONE: (252) 355-4688



FINAL PLAT
 PARCEL #72933
 PARCEL #72494
 PARCEL #05583
 PARCEL #72932
 PARCEL #74934
 SHEET 1 OF 3

DAVENCROFT VILLAGE
 "CLUSTER DEVELOPMENT"

REFERENCE: DEED BOOK 2150, PAGE 644, DEED BOOK 2328, PAGE 368,
 AND BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1741,
 PAGE 330 OF THE PITT COUNTY REGISTRY

GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: (SEE LIST ABOVE)
 ADDRESS:
 PHONE:

Baldwin & Janowski PA
 ENGINEERING - SURVEYING - PLANNING
 1015 CONFERENCE DRIVE
 GREENVILLE, NC 27858 252.756.1390

SURVEYED: TS APPROVED: MWB
 DRAWN: SCB DATE: 06/18/2008
 CHECKED: MWB SCALE: 1" = 50'

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

| | |
|----------------|----------|
| DEED BOOK 2150 | PAGE 644 |
| DEED BOOK 2328 | PAGE 368 |
| DEED BOOK 2328 | PAGE 372 |
| DEED BOOK 2328 | PAGE 364 |
| DEED BOOK 1741 | PAGE 330 |

REGISTRATION NO. L-3082

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

(SEE ABOVE SIGNATURES)

SWORN AND SUBSCRIBED BEFORE ME THIS 18th DAY OF SEP, 2008.

NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/2009

APPROVAL
 THIS FINAL PLAT NO. 08-56 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 23rd DAY OF JULY, 2008.

SIGNED: *Andrew Thomas, Jr.*
 CITY PLANNER

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

SIGNED: (SEE ABOVE SIGNATURES)
 ATTEST: *Dawn Poaletti*

CERTIFICATION

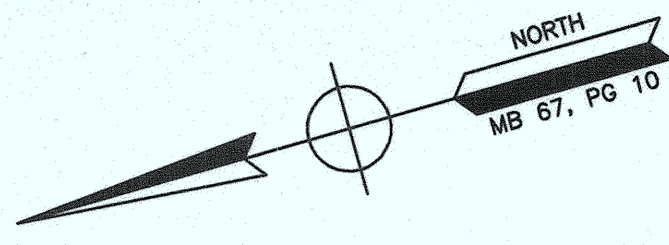
I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE (ETC.) (OTHER), THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE ; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-03 AS AMENDED. WITNESS MY HAND AND SEAL THIS 18th DAY OF JUNE, A.D. 2008.

SIGNED: *Michael W. Baldwin*
 REGISTRATION NO. L-3082

REVIEW OFFICER'S CERTIFICATE

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

SIGNED: *Andrew Thomas, Jr.*
 REVIEW OFFICER DATE



Doc ID: 005045190003 Type: CRP
 Recorded: 09/19/2008 at 01:50:59 PM
 Fee Amt: \$63.00 Page 1 of 3
 Pitt County, NC
 Judy J. Tart Register of Deeds
 BK 71 PG 18-20

| CURVE TABLE | | | |
|-------------|---------|--------|--------------|
| CURVE | RADIUS | CHORD | CH. BEARING |
| C-20 | 650.00' | 83.20' | S 33°15'51"E |
| C-21 | 20.00' | 26.42' | S 11°44'09"W |
| C-22 | 56.00' | 22.22' | S 41°37'17"W |
| C-23 | 56.00' | 41.48' | S 08°26'17"W |
| C-24 | 56.00' | 41.48' | S 35°02'20"E |
| C-25 | 56.00' | 41.48' | S 78°30'57"E |
| C-26 | 56.00' | 56.10' | N 49°41'09"E |
| C-27 | 56.00' | 50.45' | N 07°08'44"W |
| C-28 | 20.00' | 27.53' | N 09°34'29"E |
| C-29 | 20.00' | 30.04' | S 78°15'51"E |
| C-30 | 180.00' | 7.63' | S 28°22'48"E |
| C-31 | 180.00' | 43.68' | S 20°11'44"E |
| C-37 | 220.00' | 37.79' | N 24°40'01"W |
| C-38 | 690.00' | 34.67' | N 31°02'04"W |
| C-39 | 690.00' | 60.00' | N 34°57'57"W |

COPY

C/L CURVE DATA

CURVE "D"
 R = 670.00'
 Δ = 07°36'32"
 L = 88.98'
 T = 44.55'
 CH = S 33°23'57" E
 88.91'

STERLING TRACE
 MB 35, PGS 29 & 29A

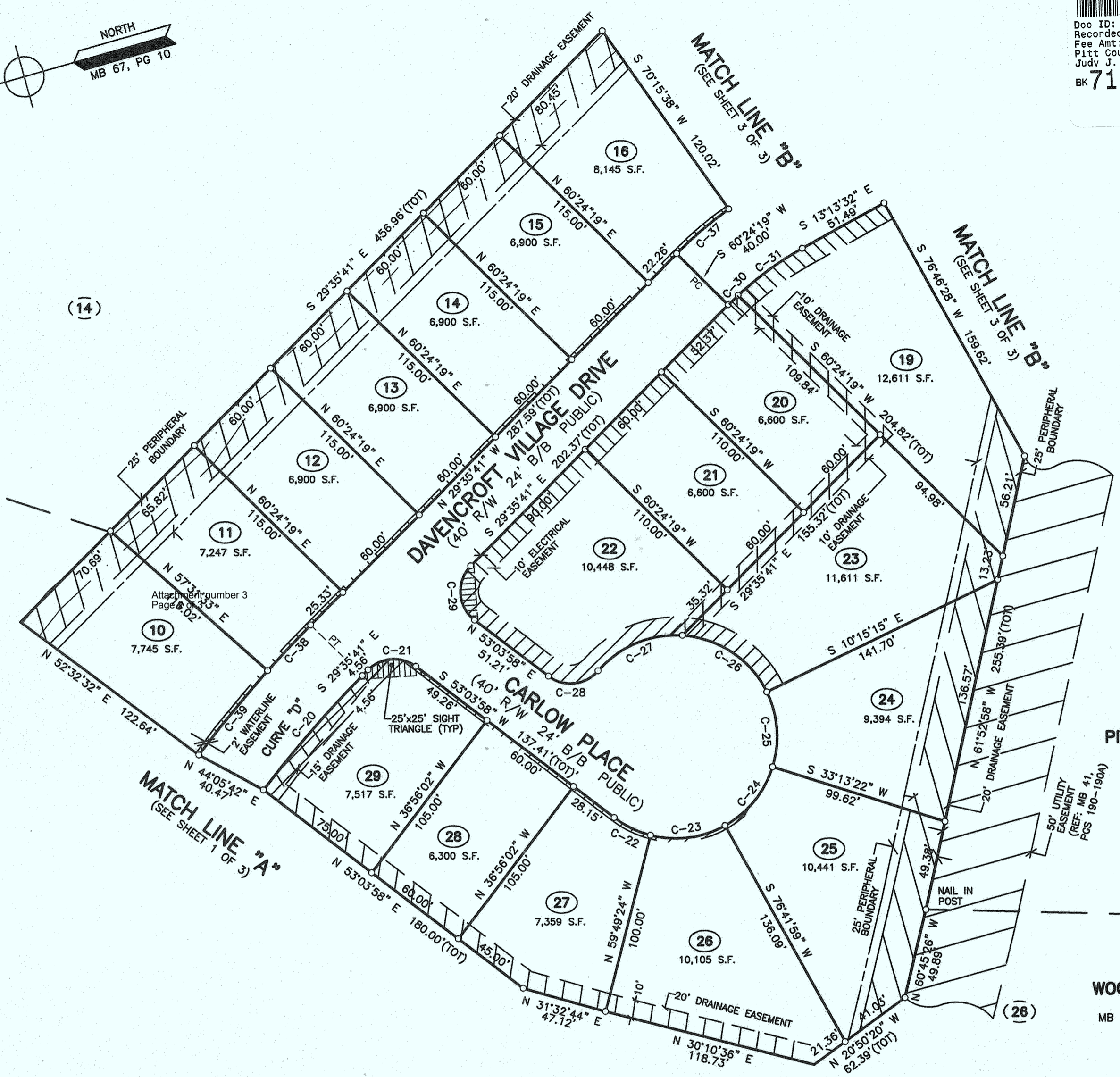
OWNERS LIST

OWNER: CCR PROPERTIES OF
 ADDRESS: PITT COUNTY, LLC.
 PO BOX 1549
 WINTERVILLE, NC 28590
 PHONE: (252) 355-4688

OWNER: JOHN L. CORBETT
 ADDRESS: DEAN H. CORBETT
 PO BOX 1549
 WINTERVILLE, NC 28590
 PHONE: (252) 355-4688

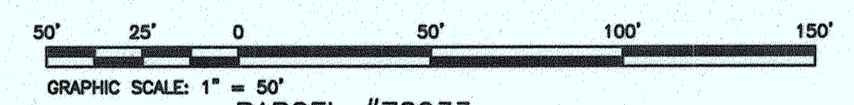
OWNER: VICTOR T. COREY
 ADDRESS: KAREN M. COREY
 PO BOX 1549
 WINTERVILLE, NC 28590
 PHONE: (252) 355-4688

OWNER: PAUL S. RANDOLPH
 ADDRESS: 1166 OAK HILL DRIVE
 GREENVILLE, NC 27858
 PHONE: (252) 355-4688



PITT COMMUNITY COLLEGE
 DB 1835, PG 300

WOODRIDGE NORTH
 PHASE III
 MB 41, PG 190 & 190A



PARCEL #72933
 PARCEL #72494
 PARCEL #72932
 PARCEL #05583
 PARCEL #74934
 SHEET 2 OF 3

DAVENCROFT VILLAGE
 "CLUSTER DEVELOPMENT"

REFERENCE: DEED BOOK 2150, PAGE 644, DEED BOOK 2328, PAGE 368,
 AND BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1741,
 PAGE 330 OF THE PITT COUNTY REGISTRY
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: (SEE LIST ABOVE)
 ADDRESS:
 PHONE:

Baldwin & Janowski
 ENGINEERING - SURVEYING - PLANNING
 1015 CONFERENCE DRIVE
 GREENVILLE, NC 27858 252.756.1390

| | |
|--------------|------------------|
| SURVEYED: TS | APPROVED: MWB |
| DRAWN: SCB | DATE: 06/18/2008 |
| CHECKED: MWB | SCALE: 1" = 50' |

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: 3720466600 J DATED JANUARY 2, 2004.
- 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 THOSE DESIGNATED WIDTHS.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- COMMON AREA TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION.

REVIEW OFFICER'S CERTIFICATE

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

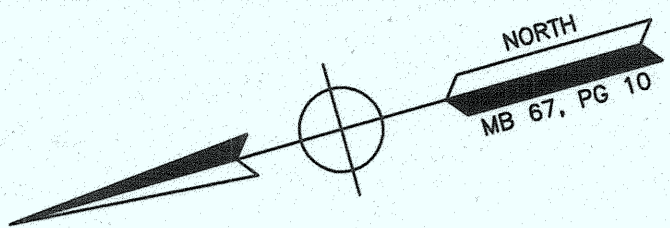
CERTIFICATION

I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE ; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-03 AS AMENDED. WITNESS MY HAND AND SEAL THIS 18th DAY OF JUNE, AD 2008.



SIGNED: [Signature] REGISTRATION NO. L-3082

COPY

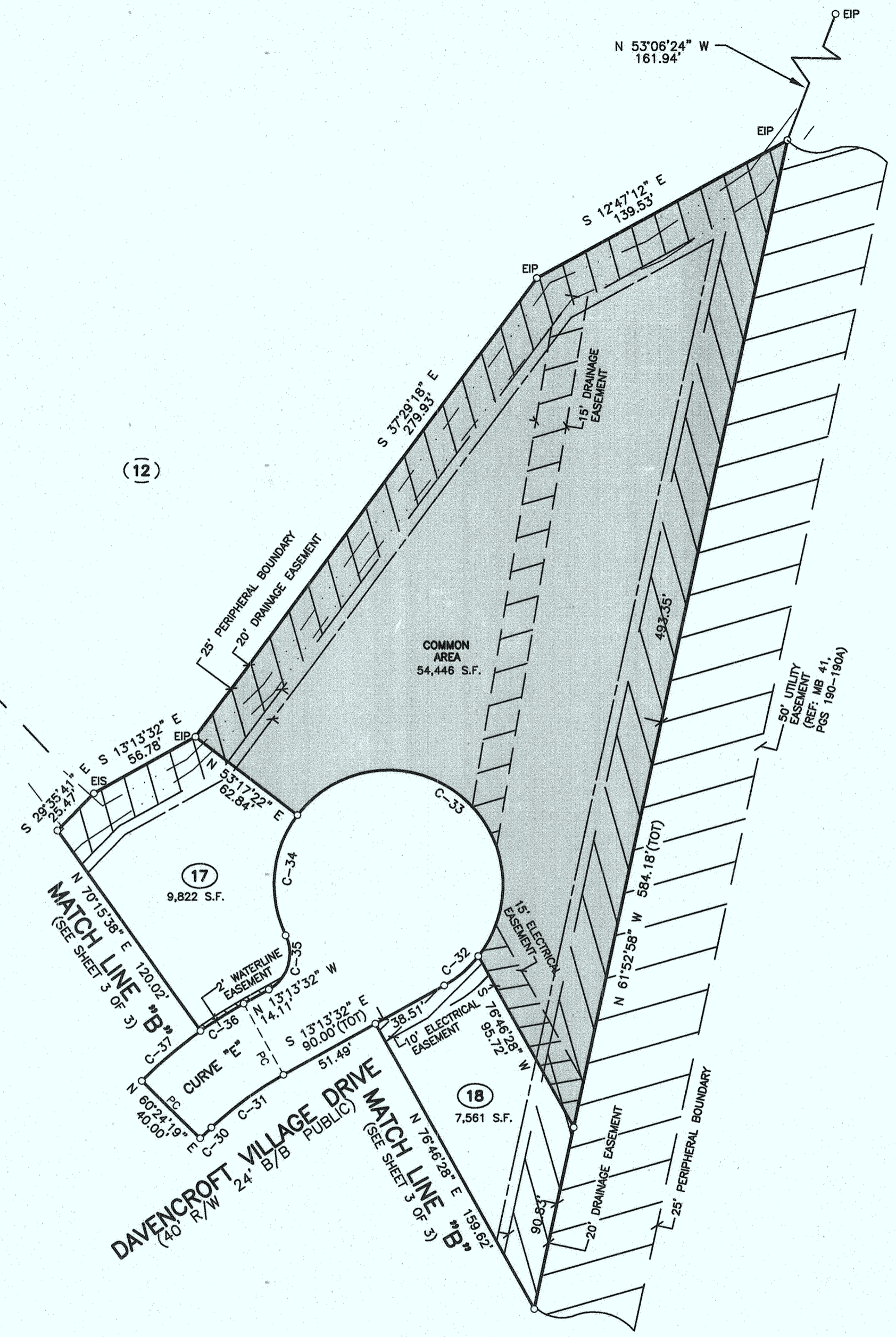


STERLING TRACE
 MB 35, PGS 29 & 29A

OWNERS LIST

- OWNER: CCR PROPERTIES OF
 ADDRESS: PITT COUNTY, LLC.
 PO BOX 1549
 WINTERVILLE, NC 28590
 PHONE: (252) 355-4688
- OWNER: JOHN L. CORBETT
 ADDRESS: DEAN H. CORBETT
 PO BOX 1549
 WINTERVILLE, NC 28590
 PHONE: (252) 355-4688
- OWNER: VICTOR T. COREY
 ADDRESS: KAREN M. COREY
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 PHONE: (252) 355-4688
- OWNER: PAUL S. RANDOLPH
 ADDRESS: 1166 OAK HILL DRIVE
 GREENVILLE, NC 27858
 PHONE: (252) 355-4688

Attachment number 3
 Page 3 of 3



CURVE TABLE

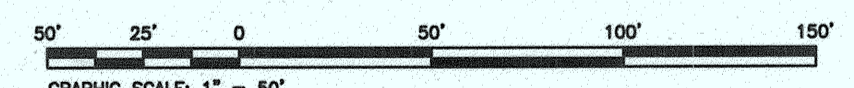
| CURVE | RADIUS | CHORD | CH. BEARING |
|-------|---------|---------|--------------|
| C-30 | 180.00' | 7.63' | S 28°22'48"E |
| C-31 | 180.00' | 43.68' | S 20°11'44"E |
| C-32 | 56.00' | 21.91' | S 24°30'31"E |
| C-33 | 56.00' | 112.00' | N 53°44'56"E |
| C-34 | 56.00' | 58.93' | N 68°27'34"W |
| C-35 | 20.00' | 27.53' | N 56°43'02"W |
| C-36 | 220.00' | 25.00' | N 16°28'57"W |
| C-37 | 220.00' | 37.79' | N 24°40'01"W |

PITT COMMUNITY COLLEGE
 DB 1835, PG 300

C/L CURVE DATA

CURVE "D"

| |
|---------------------------|
| R = 200.00' |
| Δ = 16°22'08" |
| L = 57.14' |
| T = 28.77' |
| CH = S 21°24'36" E 56.94' |



PARCEL #72933
 PARCEL #72494
 PARCEL #05583
 PARCEL #72932
 PARCEL #74934
 SHEET 3 OF 3

DAVENCROFT VILLAGE

"CLUSTER DEVELOPMENT"

REFERENCE: DEED BOOK 2150, PAGE 644, DEED BOOK 2328, PAGE 368,
 AND BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1741,
 PAGE 330 OF THE PITT COUNTY REGISTRY
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: (SEE LIST ABOVE)
 ADDRESS:
 PHONE:

Baldwin & Janowski, P.A.
 ENGINEERING - SURVEYING - PLANNING
 1015 CONFERENCE DRIVE
 GREENVILLE, NC, 27858 252.756.1390

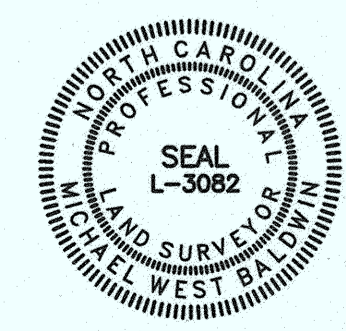
| | | | |
|-----------|-----|-----------|------------|
| SURVEYED: | TS | APPROVED: | MWB |
| DRAWN: | SCB | DATE: | 06/18/2008 |
| CHECKED: | MWB | SCALE: | 1" = 50' |

Item # 5

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.
Andrew Thomas, Jr.
 REVIEW OFFICER 9/17/08 DATE

CERTIFICATION



I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE _____(OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH P.S. 47-03 AS AMENDED. WITNESS MY HAND AND SEAL THIS 18th DAY OF JUNE, AD 2008.

REGISTRATION NO. L-3082

Notes:

1. IRON STAKES LOCATED AT ALL CORNERS, EXCEPT AS NOTED OTHERWISE.
2. ALL DISTANCES ARE HORIZONTAL GROUND MEASURED UNLESS SHOWN OTHERWISE.
3. AREA BY COORDINATES.
4. THIS PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD AS SHOWN ON FIRM COMMUNITY PANEL NO. 370372 4667 J AND PANEL NO. 370372 4668 J DATED JANUARY 2, 2004.
5. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS, OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
6. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
7. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPLURANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MAST, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROUGH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
8. THIS PROPERTY IS SUBJECT TO THE CITY OF GREENVILLE STORMWATER MANAGEMENT PROGRAM

Legend

- O IRON PIPE SET
- PG. PAGE
- M.B. MAP BOOK
- B/B BACK TO BACK
- R/W RIGHT OF WAY
- 12 LOT NUMBER
- N/F NOW OR FORMERLY
- S.D.T. SIGHT DISTANCE TRIANGLE
- R.W.M. RIGHT OF WAY MONUMENT
- E.C.M. EXISTING CONCRETE MONUMENT
- DIST. DISTURBED

AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

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N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

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N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

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(2,114 S.F. ±)

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N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

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N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

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N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

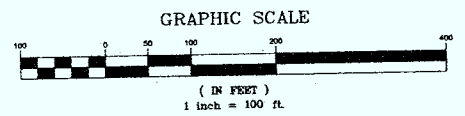
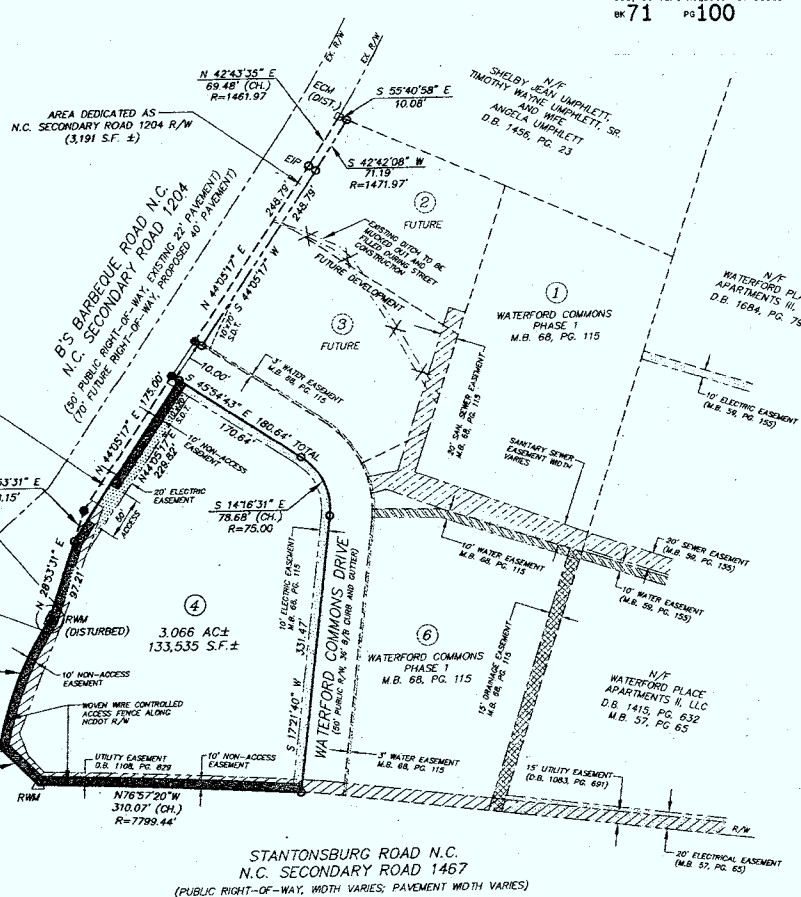
AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)

AREA DEDICATED AS
N.C. SECONDARY ROAD 1204 R/W
(2,114 S.F. ±)



FINAL PLAT
**Waterford Commons - Phase 2
Lot 4**
CITY OF GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER **WATERFORD COMMONS, LLC**
ADDRESS P.O. BOX 566 GREENVILLE, NC 27835
PHONE (252) 752-2000

Rivers & Associates, Inc.
Engineers
Planners
Surveyors
107 East Second Street
Greenville, NC 27834 (252) 750-4135
1511 Falls of Neuse Road, Suite 200
Raleigh, NC 27608 (919) 688-5247

SURVEYED BY **CEL/AC** PH
DRAWN BY **AAS** DATE 11/25/08
CHECKED BY **PH** SCALE 1" = 100'

SOURCE OF TITLE
TO THE BEST OF MY KNOWLEDGE, THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
DEED BOOK 2264, PAGE 586
DEED BOOK _____ PAGE _____
DEED BOOK _____ PAGE _____
NORTH CAROLINA LICENSE NO. L-4262

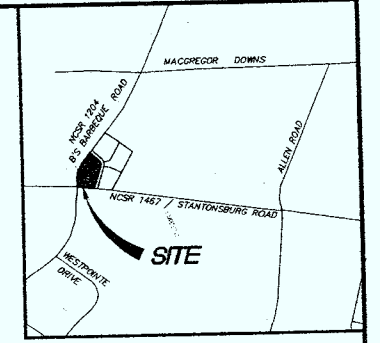
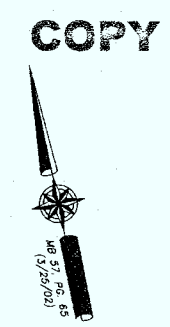
OWNERS STATEMENT
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF _____
SWORN TO AND SUBSCRIBED BEFORE ME THIS 5th DAY OF December 2008.
Notary Public
MY COMMISSION EXPIRES 6/29/2010

APPROVAL
THIS FINAL PLAT NO. **08-48** WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE OF THE 10th DAY OF **Dec-10-08**, 2008.
SIGNED **Andrew Dorman** CITY PLANNER

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

CERTIFICATION
NORTH CAROLINA PITT COUNTY
I, **Patrick W. Hartman** CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME FROM DEED DESCRIPTIONS RECORDED IN BOOK SEE PAGE REF; THAT THE RATIO OF PRECISION IS 1:10,000 ±; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(1): THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 25th DAY OF NOVEMBER, 2008.
SIGNED **Patrick W. Hartman**
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4262

Doc ID: C0586920001 Type: CRP
Recorded: 12/11/2008 at 11:38:14 AM
Fee Amt: \$21.00 Page 1 of 1
Pitt County, NC
Josh J. Tart Register of Deeds
71 pg 100



Location Map
SCALE: 1" = 1000'

- REFERENCES:**
- ESTATE FILE 03E, PG. 658
 - WILL BOOK 14, PG. 238
 - DEED BOOK 5, PG. 763
 - DEED BOOK 7, PG. 305
 - DEED BOOK 2264, PG. 586
 - MAP BOOK 57, PG. 65
 - MAP BOOK 47, PG. 181
 - MAP BOOK 1, PG. 84
 - N.C. STATE HIGHWAY PROJECT 8.1187401
 - P.P. 20052
 - DEED BOOK 2355, PG. 600
 - M.B. 68, PG. 115



Site Summary:

- NUMBER OF LOTS CREATED _____ 1
- ACREAGE IN LOTS _____ 3.066 AC.
- ACREAGE IN DEDICATED R/W _____ 0.121 AC. ±
- ACREAGE IN TOTAL TRACT _____ 3.187 AC.
- ACREAGE IN COMMON AREA(S) _____ NONE
- ACREAGE IN PARK AND RECREATION AREAS _____ NONE



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: North Carolina Department of Transportation agreement for intersection improvements at Arlington Boulevard and Stantonsburg Road

Explanation: Attached for the City Council's consideration is a proposed Federal Agreement administered through the North Carolina Department of Transportation (NCDOT) for a project involving the widening and restriping of the southern approach of Arlington Boulevard at its intersection with Stantonsburg Road (SR 1467) for the purpose of installing an additional left turn lane for northbound traffic on Arlington Boulevard to travel west on Stantonsburg Road. This agreement sets out the responsibilities of NCDOT and the City as associated with this project. The City will be responsible for the construction administration of the project in accordance with federal and state requirements.

Per the attached agreement, construction authorization from the Federal Highway Administration must be received prior to October 1, 2009. Construction contracts must be awarded by December 31, 2009. Public Works staff is currently working with NCDOT to obtain contract document approval to meet identified deadline requirements. All documentation is to be submitted to NCDOT by September 1, 2009, which includes this agreement.

Fiscal Note: Funding for this project will be from the federal American Recovery and Reinvestment Act of 2009. The amount of funds that have been allocated towards this project is \$225,000.

Recommendation: Approve the attached agreement with NCDOT.

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

Attachments / click to download

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

PITT COUNTY

DATE: 5/27/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5160

AND

WBS Elements: PE 45187.1.ST1

ROW _____

CITY OF GREENVILLE

CON 45187.3.ST1

Federal Aid Project #: STM-0264(42)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$225,000

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

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes Enhancement funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of Greenville has requested federal funding for Arlington Blvd. (US 264) - Installation of an additional left turn lane, hereinafter referred to as the Project, in Pitt County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$225,000 for the Project; and,

WHEREAS, the Project will be financed with Federal funds from the American Recovery and Reinvestment Act of 2009 (ARRA), with reimbursement subject to the requirements as set forth in this Agreement under **ARRA Funding Requirements**; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

Agreement ID # 442

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning and construction of the Project approved by the Board of Transportation.

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the Municipality fails to execute said Agreement within ninety (90) days of receipt, the Municipality shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

This Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

ARRA FUNDING REQUIREMENTS

- The parties to this Agreement and associated contractors shall adhere to all applicable Federal and state requirements including, but not limited to, Competitive Procedures (Section 1554); Buy America (Section 1605); Davis-Bacon Prevailing Wage Rate (Section 1606); Authority of the U.S. Comptroller General (Section 902); and Authority of the Inspector General (Section 1515(a)) of the American Recovery and Reinvestment Act of 2009.
- The parties and/or the contractors shall post with the local Employment Security Commission Office all positions for which they intend to hire workers as a result of being awarded this funding and/or contract.
- All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by ARRA Legislation for this Project.
- Reporting documentation shall be submitted monthly prior to the Department processing invoices. Appropriate documents to meet the reporting requirements will be provided to all Parties.

- Construction authorization from the Federal Highway Administration must be received prior to **October 1, 2009**. To meet this deadline, all documentation should be submitted to the Department by **September 1, 2009**. Construction contracts must be awarded by **December 31, 2009**. In the event these deadlines are not met, the terms of this Agreement will be null and void and all funding will be rescinded.
- The Department will not process any invoices prior to construction authorization approval.

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of widening and restriping the southern approach of Arlington Blvd. at the intersection with Stantonsburg Rd. (SR 1467) for the purpose of installing an additional left turn lane for northbound traffic on Arlington Blvd. to travel west on Stantonsburg Rd.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Two Hundred Twenty Five Thousand Dollars (\$225,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

| Fund Source | Federal Funds Amount | Reimbursement Rate | Non-Federal Match \$ | Non-Federal Match Rate |
|-----------------------------|----------------------|--------------------|----------------------|------------------------|
| ARRA | \$225,000 | 100 % | \$0 | 0 % |
| Total Estimated Cost | | | \$225,000 | |

4. USEFUL LIFE

The Useful Life of this Project is determined to be twenty (20) years. Any leases or encroachments entered into by the Municipality for this Project shall be for the length of the Useful Life. If the Project ceases to be used and designated as described in this Agreement, within the period of the Useful Life, the Department will require reimbursement for the amortized value of the Department's initial investment.

5. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, within one (1)

month of execution of this Agreement. The Municipality shall complete the construction of the Project within four (4) months of execution of this Agreement.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

6. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering, to develop pre-construction documents, is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

7. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascritps/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.

- If the Department is participating in the costs of professional services and the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.
- Reimbursement of construction administration costs cannot exceed fifteen percent (15%) of the total construction contract.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

8. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for

those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

9. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

10. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

11. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

12. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. The Municipality shall submit a request, in writing, to all utility owners to relocate or adjust their facilities in accordance with the Right of Way Acquisition Policy contained in Title 23 of the Code of Federal Regulations, Part 710, Subpart B, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm.

13. ENCROACHMENT AGREEMENT

If any part of the Project is located on State Highway System right of way or property, the Municipality shall secure an Encroachment Agreement with the Department prior to performing any work or improvements on that right of way or property.

14. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

15. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

16. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A, and Part 635, Subpart A, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

FORCE ACCOUNT

Force Account work is not allowed on any project receiving ARRA funds.

17. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

CONSTRUCTION ENGINEERING, SAMPLING, TESTING

The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

18. CLOSE-OUT

Upon completion of the construction phase of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

19. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Arlington Blvd. (US 264)-Installation of an additional left turn lane, or as required by an executed encroachment agreement.

20. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html)

"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$225,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY REIMBURSEMENT**

If costs of right of way acquisition are an eligible expense, reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

21. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting Project evaluation reports, in accordance with the Department's guidelines and procedures, which detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

22. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The

Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for ARRA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

23. SUNSET PROVISION

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

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

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

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

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

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

(SEAL)

(FINANCE OFFICER)
Federal Tax Identification Number

City of Greenville
Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)
DATE: _____

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



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: North Carolina Department of Transportation agreement for construction of a sidewalk on the east side of Arlington Boulevard from Stantonsburg Road to Dickinson Avenue

Explanation: Attached for the City Council's consideration is a proposed Federal Agreement administered through the North Carolina Department of Transportation (NCDOT) for a project involving the construction of 0.89 miles of sidewalk on the east side of Arlington Boulevard from SR 1467 (Stantonsburg Road) to US 13 (Dickinson Avenue). This agreement sets out the responsibilities of NCDOT and the City as associated with this project. The City will be responsible for the construction administration of the project in accordance with federal and state requirements.

Per the attached agreement, construction authorization from the Federal Highway Administration must be received prior to October 1, 2009. Construction contracts must be awarded by December 31, 2009. Public Works staff is currently working with NCDOT to obtain contract document approval to meet identified deadline requirements. All documentation is to be submitted to NCDOT by September 1, 2009, which includes this agreement.

Fiscal Note: Funding for this project will be from the federal American Recovery and Reinvestment Act of 2009. The amount of funds that have been allocated towards this project is \$178,000.

Recommendation: Approve the attached agreement with NCDOT.

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

Attachments / click to download

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

PITT COUNTY

DATE: 5/21/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5161 BA

AND

WBS Elements: PE _____

ROW _____

CITY OF GREENVILLE

CON 45188.3.ST3

Federal Air Project #: STM-1323(4)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$178,000

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

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes Enhancement funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of Greenville has requested federal funding for Arlington Boulevard Sidewalk, hereinafter referred to as the Project, in Pitt County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$178,000 for the Project; and,

WHEREAS, the Project will be financed with Federal funds from the American Recovery and Reinvestment Act of 2009 (ARRA), with reimbursement subject to the requirements as set forth in this Agreement under **ARRA Funding Requirements**; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning and construction of the Project approved by the Board of Transportation.

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the Municipality fails to execute said Agreement within ninety (90) days of receipt, the Municipality shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

This Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

ARRA FUNDING REQUIREMENTS

- The parties to this Agreement and associated contractors shall adhere to all applicable Federal and state requirements including, but not limited to, Competitive Procedures (Section 1554); Buy America (Section 1605); Davis-Bacon Prevailing Wage Rate (Section 1606); Authority of the U.S. Comptroller General (Section 902); and Authority of the Inspector General (Section 1515(a)) of the American Recovery and Reinvestment Act of 2009.
- The parties and/or the contractors shall post with the local Employment Security Commission Office all positions for which they intend to hire workers as a result of being awarded this funding and/or contract.
- All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by ARRA Legislation for this Project.
- Reporting documentation shall be submitted monthly prior to the Department processing invoices. Appropriate documents to meet the reporting requirements will be provided to all Parties.

- Construction authorization from the Federal Highway Administration must be received prior to **October 1, 2009**. To meet this deadline, all documentation should be submitted to the Department by **September 1, 2009**. Construction contracts must be awarded by **December 31, 2009**. In the event these deadlines are not met, the terms of this Agreement will be null and void and all funding will be rescinded.
- The Department will not process any invoices prior to construction authorization approval.

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of 0.89 miles of sidewalk on the east side of Arlington Blvd. from SR 1467 (Stantonsburg Rd.) to US 13 (Dickinson Ave.).

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of One Hundred Seventy Eight Thousand Dollars (\$178,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

| Fund Source | Federal Funds Amount | Reimbursement Rate | Non-Federal Match \$ | Non-Federal Match Rate |
|-----------------------------|----------------------|--------------------|----------------------|------------------------|
| ARRA | \$178,000 | 100 % | \$0 | 0 % |
| Total Estimated Cost | | \$178,000 | | |

4. USEFUL LIFE

The Useful Life of this Project is determined to be twenty (20) years . Any leases or encroachments entered into by the Municipality for this Project shall be for the length of the Useful Life. If the Project ceases to be used and designated as described in this Agreement, within the period of the Useful Life, the Department will require reimbursement for the amortized value of the Department's initial investment.

5. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, within two (2)

months of execution of this Agreement. The Municipality shall complete the construction of the Project within four (4) months of execution of this Agreement.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet any milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

6. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering, to develop pre-construction documents, is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

7. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations, Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascritps/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.

- If the Department is participating in the costs of professional services and the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.
- Reimbursement of construction administration costs cannot exceed fifteen percent (15%) of the total construction contract.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

8. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for

those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

9. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

10. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

11. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Federal Aid Policy Guide, Title 23 of the Code of Federal Regulations, Part 710, Subpart B, and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS/ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/ or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

12. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. The Municipality shall submit a request, in writing, to all utility owners to relocate or adjust their facilities in accordance with the Right of Way Acquisition Policy contained in Title 23 of the Code of Federal Regulations, Part 710, Subpart B, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm.

13. ENCROACHMENT AGREEMENT

If any part of the Project is located on State Highway System right of way or property, the Municipality shall secure an Encroachment Agreement with the Department prior to performing any work or improvements on that right of way or property.

14. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

15. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

16. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A, and Part 635, Subpart A, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

FORCE ACCOUNT

Force Account work is not allowed on any project receiving ARRA funds.

17. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

CONSTRUCTION ENGINEERING, SAMPLING, TESTING

The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

18. CLOSE-OUT

Upon completion of the construction phase of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

19. MAINTENANCE

The Municipality, at no expense or liability to the Department shall assume all maintenance responsibilities for the Arlington Boulevard Sidewalk, or as required by an executed encroachment agreement.

20. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html)

"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Federal-Aid Policy Guide, Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$178,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY REIMBURSEMENT**

If costs of right of way acquisition are an eligible expense, reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

21. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting Project evaluation reports, in accordance with the Department's guidelines and procedures which detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

22. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The

Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for ARRA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

23. SUNSET PROVISION

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

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

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

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

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of Greenville

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

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



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: North Carolina Department of Transportation agreement for construction of a sidewalk on the southwest side of Charles Boulevard from Greenville Boulevard to Red Banks Road

Explanation: Attached for the City Council's consideration is a proposed Federal Agreement administered through the North Carolina Department of Transportation (NCDOT) for a project involving the construction of 0.53 miles of sidewalk on the southwest side of NC 43 (Charles Boulevard) from US 264A (Greenville Boulevard) to Red Banks Road. This agreement sets out the responsibilities of NCDOT and the City as associated with this project. The City will be responsible for the construction administration of the project in accordance with federal and state requirements.

Per the attached agreement, construction authorization from the Federal Highway Administration must be received prior to October 1, 2009. Construction contracts must be awarded by December 31, 2009. Staff is currently working with NCDOT to obtain contract document approval to meet identified deadline requirements. All documentation is to be submitted to NCDOT by September 1, 2009, which includes this agreement.

Fiscal Note: Funding for this project will be from the federal American Recovery and Reinvestment Act of 2009. The amount of funds that have been allocated towards this project is \$101,000.

Recommendation: Approve the attached agreement with NCDOT.

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

Attachments / click to download

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

PITT COUNTY

DATE: 5/21/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5161 BB

AND

WBS Elements: PE _____

ROW _____

CITY OF GREENVILLE

CON 45188.3.ST4

Federal Aid Project # STM-0043(12)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$101,000

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

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes Enhancement funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of Greenville has requested federal funding for Charles Boulevard Sidewalk, hereinafter referred to as the Project, in Pitt County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$101,000 for the Project; and,

WHEREAS, the Project will be financed with Federal funds from the American Recovery and Reinvestment Act of 2009 (ARRA), with reimbursement subject to the requirements as set forth in this Agreement under **ARRA Funding Requirements**; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning and construction of the Project approved by the Board of Transportation.

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the Municipality fails to execute said Agreement within ninety (90) days of receipt, the Municipality shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

This Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

ARRA FUNDING REQUIREMENTS

- The parties to this Agreement and associated contractors shall adhere to all applicable Federal and state requirements including, but not limited to, Competitive Procedures (Section 1554); Buy America (Section 1605); Davis-Bacon Prevailing Wage Rate (Section 1606); Authority of the U.S. Comptroller General (Section 902); and Authority of the Inspector General (Section 1515(a)) of the American Recovery and Reinvestment Act of 2009.
- The parties and/or the contractors shall post with the local Employment Security Commission Office all positions for which they intend to hire workers as a result of being awarded this funding and/or contract.
- All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by ARRA Legislation for this Project.
- Reporting documentation shall be submitted monthly prior to the Department processing invoices. Appropriate documents to meet the reporting requirements will be provided to all Parties.

- Construction authorization from the Federal Highway Administration must be received prior to **October 1, 2009**. To meet this deadline, all documentation should be submitted to the Department by **September 1, 2009**. Construction contracts must be awarded by **December 31, 2009**. In the event these deadlines are not met, the terms of this Agreement will be null and void and all funding will be rescinded.
- The Department will not process any invoices prior to construction authorization approval.

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the construction of 0.53 miles of five- (5) foot sidewalks on the southwest side of NC 43 (Charles Blvd.) from US 264A (Greenville Blvd.) to Red Banks Rd.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of One Hundred One Thousand Dollars (\$101,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

| Fund Source | Federal Funds Amount | Reimbursement Rate | Non-Federal Match \$ | Non-Federal Match Rate |
|-----------------------------|-----------------------------|---------------------------|-----------------------------|-------------------------------|
| ARRA | \$101,000 | 100 % | \$0 | 0 % |
| Total Estimated Cost | | \$101,000 | | |

4. USEFUL LIFE

The Useful Life of this Project is determined to be twenty (20) years. Any leases or encroachments entered into by the Municipality for this Project shall be for the length of the Useful Life. If the Project ceases to be used and designated as described in this Agreement, within the period of the Useful Life, the Department will require reimbursement for the amortized value of the Department's initial investment.

5. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, within two (2)

months of execution of this Agreement. The Municipality shall complete the construction of the Project within four (4) months of execution of this Agreement.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet any milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

6. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering, to develop pre-construction documents, is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

7. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations, Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascritps/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.

- If the Department is participating in the costs of professional services and the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.
- Reimbursement of construction administration costs cannot exceed fifteen percent (15%) of the total construction contract.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

- If the Professional and Engineering Services required for this project will be undertaken by the Municipality and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

8. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for

those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

9. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

10. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

11. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Federal Aid Policy Guide, Title 23 of the Code of Federal Regulations, Part 710, Subpart B, and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS/ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/ or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

12. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. The Municipality shall submit a request, in writing, to all utility owners to relocate or adjust their facilities in accordance with the Right of Way Acquisition Policy contained in Title 23 of the Code of Federal Regulations, Part 710, Subpart B, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm.

13. ENCROACHMENT AGREEMENT

If any part of the Project is located on State Highway System right of way or property, the Municipality shall secure an Encroachment Agreement with the Department prior to performing any work or improvements on that right of way or property.

14. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

15. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

16. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A, and Part 635, Subpart A, incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

FORCE ACCOUNT

Force Account work is not allowed on any project receiving ARRA funds.

17. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

CONSTRUCTION ENGINEERING, SAMPLING, TESTING

The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

18. CLOSE-OUT

Upon completion of the construction phase of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

19. MAINTENANCE

The Municipality, at no expense or liability to the Department shall assume all maintenance responsibilities for the Charles Boulevard Sidewalk, or as required by an executed encroachment agreement.

20. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html)

"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Federal-Aid Policy Guide, Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$101,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY REIMBURSEMENT**

If costs of right of way acquisition are an eligible expense, reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

21. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting Project evaluation reports, in accordance with the Department's guidelines and procedures which detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

22. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The

Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for ARRA funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

23. SUNSET PROVISION

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

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

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

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

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of Greenville

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

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



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: North Carolina Department of Transportation agreement for replacement of bridge over Hardee Creek on Portertown Road

Explanation: Attached for the City Council's consideration is a proposed Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for replacement of Bridge No. 219 over Hardee Creek on SR-1726 (Portertown Road). This agreement sets out the responsibilities of NCDOT and the City associated with replacing the subject bridge. The City's responsibility involves relocation of utilities that may be in conflict with the construction requirements for this project.

NC DOT and the Greenville Utilities Commission have identified which utilities are to be relocated, and Greenville Utilities has agreed to the utility relocation as stipulated in the agreement. The project is scheduled to begin in August 2010 and is anticipated to be completed by March 2011.

Fiscal Note: There are no costs to the City of Greenville for this project.

Recommendation: Approve the attached Municipal Agreement with the NCDOT for the replacement of Bridge No. 219 over Hardee Creek on SR-1726 (Portertown Road).

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

Attachments / click to download

[Municipal Agreement for Hardee Creek Bridge](#)

NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT
-MUNICIPAL AGREEMENT**

PITT COUNTY

DATE: 6/2/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: B-4238

AND

WBS Elements: 33581.3.1

CITY OF GREENVILLE

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

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project 33581.3.1, in Pitt County; and,

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

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

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

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

SCOPE OF THE PROJECT

1. The Project consists of the replacement of Bridge No. 219 over Hardee Creek on SR 1726 (Portertown Road).

PLANNING, DESIGN AND RIGHT OF WAY

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

UTILITIES

4. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project and shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately - or publicly-owned utilities.
 - A. Said work shall be performed in a manner satisfactory to the Department prior to the Department beginning construction of the Project. The Municipality shall make every effort to promptly relocate said utilities in order that the Department will not be delayed in the construction of the Project.
 - B. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
 - C. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.
 - D. If applicable, the Department shall reimburse the Municipality in accordance with the Municipally Owned Utility Policy of the Department approved by the Board of Transportation.

- E. If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, the Municipality shall reimburse the Department all costs associated with said relocation. The current estimated costs of this relocation is \$105,000 (estimate based on preliminary plans). Reimbursement will be based on final project plans and actual costs of relocation. If a request is received from the Municipality, a separate Utility Agreement will be prepared to determine the reimbursement terms and an updated cost estimate.

CONSTRUCTION AND MAINTENANCE

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.
6. It is further agreed that upon completion of the Project, the Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
7. Upon completion of the Project, the improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

8. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
9. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
10. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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

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

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

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

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

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____

DATE: _____

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



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Contract award for the 2009-2010 Sidewalk Construction Project

Explanation: Bids were received for the 2009-2010 Sidewalk Construction Project on July 23, 2009. Attached is the bid tabulation. Carolina Earth Movers, Inc. of Greenville, NC, submitted the lowest responsive bid in the amount of \$199,197.62 for the base bid; \$33,551.98 for Add Alternate #1; and \$41,677.30 for Add Alternate #2. The total with the alternates is \$274,426.90. As part of this project, approximately 10,400 linear feet of sidewalk will be installed along segments of Greenville Boulevard, Evans Street, Charles Boulevard, and Moye Boulevard. Attached is a list of the proposed sidewalk locations.

Fiscal Note: Funding for this project will be provided through funds from the City's Powell Bill Fund. The proposed budget for this project is as follows:

Expenditures

| | |
|--------------------------------|--------------|
| Sidewalk Construction Contract | \$274,426.90 |
| Contingency (15%) | \$ 41,164.04 |
| Total Project Cost | \$315,590.94 |

Revenue

| | |
|----------------------------|--------------|
| FY 2009-2010 (Powell Bill) | \$315,590.94 |
|----------------------------|--------------|

Recommendation: Award a construction contract for the 2009-2010 Sidewalk Construction Project to Carolina Earth Movers, Inc. in the amount of \$274,426.90.

Attachments / click to download

 [Sidewalk Bid Tab Sheet](#)

 [Sidewalk List](#)

2009 – 2010 SIDEWALK PROJECT

**BID TABULATION SHEET
CITY OF GREENVILLE, NORTH CAROLINA
ENGINEERING DIVISION**

BID OPENING: JULY 23, 2009 10:00 AM

| CONTRACTOR | ADDRESS | 5% BID BOND | Adden. #1 | NCA Received | BASE BID | Add Alternate 1 | Add Alternate 2 | M/WBE |
|---|---|-------------------|--------------|-----------------|--------------|--------------------|--------------------|-------|
| Carolina Earth Movers | 2252 Alpine Taylor Rd Greenville, NC 27834 | X | X | X | \$199,197.62 | \$33,551.98 | \$41,677.30 | X |
| David G. Vaughn Construction of Pitt Co. | 1025 Directors Ct., Suite E Greenville, NC 27858 | X | X | X | \$209,151.00 | \$35,095.00 | \$45,130.00 | X |
| Lanier Construction Co., Inc. | 1505 Browntown Road Snow Hill, NC 28580 | X | X | X | \$236,110.50 | \$40,408.00 | \$50,305.50 | X |
| Hine Sitework, Inc. | PO Box 1275 Goldsboro, NC 27533 | X | X | X | \$268,318.00 | \$42,927.00 | \$58,129.00 | X |
| Browe Construction Co., Inc. | 5423 US HWY 70 Bus West Clayton, NC 27520 | X | X | X | \$373,845.00 | \$60,780.00 | \$81,900.00 | X |

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

July 23, 2009
Date

2009-2010 Sidewalk Project

| <u>Location</u> | <u>From</u> | <u>To</u> |
|--------------------------------------|----------------------|----------------------|
| Greenville Blvd (North Side) | Hooker St. | Red Banks Rd. |
| Moye Blvd. (SW Side) | Memorial Drive | Stantonsburg Rd. |
| Add Alt. #1 Evans St. (West Side) | Red Banks Rd. | Greenville Blvd. |
| Add Alt. #1 Charles Blvd.(East Side) | 10 th St. | 14 th St. |



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Contract award for the Skinner Street/Public Works Facility/Beatty Street Area - Storm Drainage Repair/Improvements Project

Explanation: Bids were received for the Skinner Street/Public Works Facility/Beatty Street Area - Storm Drainage Repair/Improvements Project on July 23, 2009. Attached is the bid tabulation. The lowest responsive bid was submitted by Burney & Burney Construction, Inc. in the amount of \$513,774.40.

The overall project is to remove and replace the existing storm water system that flows through the Public Works yard and an additional system under the CSXT railroad. This project includes the replacement of 700 linear feet of an undersized and deteriorating 72" corrugated metal pipe (CMP) system with a new 84" CMP system. A portion of this pipe was replaced last year. The project also includes the installation of 145 linear feet of 60" steel casing pipe under the railroad.

Fiscal Note: Funding for this project will be provided through funds from the City's Stormwater Utility Fund. The proposed budget for this project is as follows:

Expenditures

| | |
|--------------------|--------------|
| Project | \$513,774.40 |
| Contingency (15%) | \$ 77,066.16 |
| Total Project Cost | \$590,840.56 |

Revenue

| | |
|--------------------|--------------|
| Stormwater Utility | \$590,840.56 |
|--------------------|--------------|

Recommendation: Award a construction contract for the Skinner Street/Public Works Facility/Beatty Street Area - Storm Drainage Repair/Improvements Project to Burney & Burney Construction, Inc. in the amount of \$513,774.40.

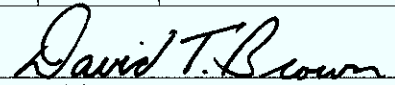
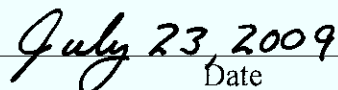
Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Bid Tab Sheet](#)

**General Obligation Bonds Storm Drainage Improvements –Group A, Skinner Street / Beatty Street Area
1500 BEATTY STREET, GREENVILLE, NC 27834**

BID OPENING – THURSDAY, July 23, 2009 AT 2:00 PM

| CONTRACTOR | Address | Received Addendums | 5% BID BOND | M / WBE | NCA FORM | TOTAL BASE BID |
|--|--|--------------------|-------------|---------|----------|----------------|
| Burney & Burney Construction, Inc. | PO Box 340 Greenville, NC 27835 | X | X | X | X | \$513,774.40 |
| TA Loving Company | PO Drawer 919 Goldsboro, NC 27533 | X | X | X | | \$560,715.00 |
| Atwell Construction Company, Inc. | 305 Airport Road Greenville, NC 27834 | X | X | X | | \$562,418.00 |
| Lanier Construction Co., Inc. | 1505 Browntown Road Snow Hill, NC 28580 | X | X | X | X | \$687,131.00 |
| Hine Sitework, Inc. | PO Box 1275 Goldsboro, NC 27533 | X | X | X | X | \$698,432.00 |
|  David T. Brown, PE, City Engineer | | | | | | |
|  Date | | | | | | |



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Award of a pre-event contract for debris management and removal services

Explanation: Natural disasters such as hurricanes and tornadoes can cause large quantities of debris that municipalities must properly dispose of during the recovery process. Small scale disasters can be handled with City assets or City assets with outside assistance under a municipal agreement. Larger disasters require contract support to remove the quantity of debris generated by the event. This support can be obtained through contracting actions before or after the event. The main advantage of pre-event contracts is that they provide commitments for early response from the contractor(s). Contracting after the event does not usually provide as early a response as can be obtained from the contractor selected for the pre-event contract. Additionally, the Federal Emergency Management Agency (FEMA) recommends municipalities obtain pre-event contracts.

This pre-event contract does not include a retainer fee, and the contractor is not authorized to commence work until after a Notice to Proceed is issued by the City. A draft of the contract and fee schedule is attached.

Public Works issued a request for proposals for a pre-event contract and advertised the proposal in The Daily Reflector, the News and Observer, and the Greater Diversity. Nine contractors submitted proposals. A list of the contractors is attached. The proposals were reviewed utilizing five criteria:

- Experience
- Technical capabilities
- Equipment
- Price
- References

The contractor selected as best qualified was Ceres Environmental Services of Sarasota, Florida. As part of the selection process, Public Works staff reviewed contractors' plans for utilizing local subcontractors. Ceres Environmental Services plans include utilizing local subcontractors in their debris removal efforts.

Fiscal Note:

The only costs associated with this pre-event contract, until activated, are staff time to prepare and review the contract. The cost for actual services rendered under the contract should be reimbursed by FEMA.

Recommendation:

City Council award a pre-event debris management and removal service contract to Ceres Environmental Services of Sarasota, Florida.

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

Attachments / click to download

- [Contract](#)
 - [Fee Schedule](#)
 - [List of Contractors](#)
-

I. PRE-EVENT AGREEMENT FOR DEBRIS REMOVAL AND REMOVAL SERVICES

A. SCOPE

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any. The Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

B. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City Request for Proposal
4. Contractor's Proposal

C. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on _____, and ending on _____. This Agreement shall be extended for two (2) additional one (1) year periods unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to _____ that the contract will not be extended beyond _____.

II. COMPENSATION

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

III. PAYMENT

All invoices received by the City are payable within THIRTY (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to Ninety (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works
City of Greenville
PO Box 7207
Greenville, NC 27835

IV. GENERAL TERMS AND CONDITIONS

A. Termination

The City may terminate the contract at any time upon any of the following grounds:

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in the contract.
3. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year.
4. Force majeure

Upon expiration of the one year term of the contract, unless extended in accordance with the terms and conditions of the contract.

B. Performance Requirements and Services

1. The services to be provided by the Contractor for the City include those which are necessary for the removal of excess green waste and/or bulk refuse from City streets, right-of-ways, public parks and public places, including, but not limited to personal/private property, and debris placed on or in these public sites as approved by the City to be removed by the Contractor.
2. Debris to be removed by the Contractor will be designated by a City official, inspector or other personnel approved by the City.
3. The method(s) utilized for debris removal under this agreement are to be determined by the Contractor and approved by the City. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws, and personnel necessary to accomplish the objective of the City. The work to be performed under this agreement shall consist of the Contractor clearing and removing any and all eligible debris for the City by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting, or moving debris to facilitate loading; 3) loading and hauling debris to locations(s) approved by the City. The City may instruct the Contractor to grind or recycle the City's excess green waste materials.
4. The contractor shall perform work so as not to interfere with the normal operations of the City, State or Federal functions and/or violate existing regulations of these or other regulatory agencies.

C. Indemnification and Insurance

1. Indemnity

Contractor shall agree to indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the

obligations under the contract. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will agree to promptly notify the City of any Civil Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice shall have the right, at its election, to defend any and all actions or suits or join in defense.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City, in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage, with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);
- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.
- d) Workers' Compensation Coverage
Full and complete Worker's Compensation Coverage, as required by the State of North Carolina, shall be required.
- e) Insurance Certificates
The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.
- f) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- g) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

D. Correction of Work

The Contractor shall promptly correct all work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the City's representative.

E. Right to Audit Records

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence

The parties agree that time is of the essence in the completion of the work called for under this Agreement.

The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

V. M/WBE

The City of Greenville has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also shall take affirmative action to insure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and labor when available.

VI. SPECIAL PROVISIONS

- A. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- B. Emergency road clearing on highway right-of-ways (ROW) shall be performed on a time and material basis only as authorized by the City and up to seventy (70) hours or other limits allowed by Federal requirement as applicable. However, experience has shown the First Responders completed the initial cut through. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the City.
- C. Contractors shall utilize or sub-contract with local contractors to perform the work to the greatest extent possible.
- D. The Contractor shall provide one day of Debris Management training per year to the City staff during the month of April, as arranged by the Public Works Department. The Contractor shall also assist the City with updates and improvements to the City's Debris Management Plan annually to ensure full compliance with current FEMA regulations.
- E. The Contractor shall provide all necessary security and oversight for all operations.
- F. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.

- G. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the City.
- H. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- I. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- J. The City shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris transfer station(s). These tickets shall be used as the basis of electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)

Date

Preprinted Number

Hauler's Name

Truck Number

Truck capacity in cubic yards

Load percentage full, as assigned by Debris Monitors

Load amount in billable cubic yards

Debris classification as burnable, non-burnable, mixed other

Point of origin for debris collected and time loaded

Dumpsite location and time dumped

- K. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will prepare a site management plan in advance for these sites to include:
 - Access to site
 - Site management, to include point-of-contact, organizational chart, etc.
 - Site preparation, clearing, erosion control, and grading
 - Traffic control procedures
 - Site safety
 - Site security
 - Site layout/Segregation of debris
 - Hazardous waste material plan
 - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
 - Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with North Carolina Division of Solid Waste and Air Quality Control.
 - Location of existing structures or sensitive areas requiring protection
 - Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff

- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.
- L. The Contractor may be requested to construct an inspection tower at each debris storage site as required by the City. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' x 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered by a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with North Carolina Building Code requirements. This tower will be utilized by the City of Greenville or a private load monitoring company.
- M. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation at no additional cost to the City or any other governmental entity. Immediate containment action shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the City Public Works Department immediately following discovery. A written follow-up shall be submitted to the City Manager within seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/state reportable
- When and whom it was reported
- Exact time and location of spill
- Receiving streams or waters
- Cause of incident and equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communication the Contractor had in regards to the spill
- Description of spill and cleanup procedures

VII. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville.

- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. The undersigned hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and with collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

CITY OF GREENVILLE

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City

For the Contractor

Public Works Department
Attention: Wesley B. Anderson
1500 Beatty Street
Greenville, NC 27834

FEE SCHEDULE

| FEE SCHEDULE | | |
|---------------------|--|-------------------|
| 1. | Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS) | |
| | Mileage Radius 0-15 Miles | \$ 7.59 /cu. yd. |
| | 16-30 Miles | \$ 8.19 /cu. yd. |
| | 31-60 Miles | \$ 8.49 /cu. yd. |
| | 61-90 Miles | \$ 8.99 /cu. yd. |
| | 91-120 Miles | \$ 9.49 /cu. yd. |
| 2. | Construction and Demolition debris hauled to and dumped at a City approved disposal site or landfill | |
| | Mileage Radius 0-20 Miles | \$ 7.59 /cu. yd. |
| | 21-40 Miles | \$ 8.19 /cu. yd. |
| | 41-70 Miles | \$ 8.79 /cu. yd. |
| | 71-100 Miles | \$ 9.99 /cu. yd. |
| | 101-140 Miles | \$ 10.99 /cu. yd. |
| 3. | Validated load hauled tickets from the TDSRS for final processed vegetative debris at a City approved recycling facility. | |
| | Mileage Radius 0-20 Miles | \$ 4.29 /cu. yd. |
| | 21-40 Miles | \$ 6.99 /cu. yd. |
| | 41-70 Miles | \$ 8.99 /cu. yd. |
| | 71-100 Miles | \$ 9.99 /cu. yd. |
| | 101-140 Miles | \$ 10.99 /cu. yd. |
| 4. | Tipping fees/disposal costs for Green Waste shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the City for reimbursement | |
| 5. | Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site, management, maintenance, and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the City); furnishing materials, supplies, labor, tools, and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS | \$ 3.19 /cu. yd. |
| 6. | Pick up and dispose of hazardous materials | \$ 5.98 /lb. |
| 7. | Dead Animal Collection, Transportation & Disposal | \$ 1.49 /lb. |
| 8. | <u>Hazard trees</u> - Trees will be evaluated by the City and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 3' above the ground | |
| | 6"-12" Diameter | \$ 69.00 /tree |
| | 13"-24" Diameter | \$ 129.00 /tree |
| | 25"-48" Diameter | \$ 199.00 /tree |
| | >48" Diameter | \$ 299.00 /tree |

| | | | |
|-----|---|-----------|----------------|
| 9. | Stumps up to 24" in diameter (requires City approval) | \$ 199.00 | /ea |
| | Stumps over 24" in diameter (requires City approval) | \$ 299.00 | /ea. |
| 10. | <u>Hangers</u> - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the City, will remove hangers for a unit price per hanger | | |
| | 2"-4" Hanger | \$ 14.98 | /hanger |
| | 5"-12" Hanger | \$ 14.98 | /hanger |
| | >12" Hanger | \$ 14.98 | /hanger |
| 11. | <u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right-of Way (ROW) only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW | \$ 2.19 | per sq. ft. |
| 12. | Tipping fees/disposal for C&D debris shall be paid by the City | | |
| 13. | <u>Fallen Trees</u> - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.) | | Price Included |
| 14. | <u>Fill Dirt</u> - As identified and directed by the City, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety. | \$ 18.00 | /cu. yd. |
| 15. | <u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws | \$ 39.00 | /unit |
| 16. | <u>Freon Recovery</u> - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws | \$ 39.00 | |
| 17. | <u>Training and Assistance</u> - Sessions shall be for all key City personnel and assistance in all disaster debris recovery planning efforts as requested | | Price Included |
| 18. | <u>Preliminary Damage Assessment</u> - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster - generated damage, documenting eligible costs and describing the physical and financial impact of the disaster | | Price Included |
| 19. | <u>Mobilization and Demobilization</u> - All arrangements necessary to mobilize and demobilize the CONTRACTOR'S labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR | | Price Included |
| 20. | <u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event | | Price Included |

| | | |
|-----|---|----------------|
| 21. | <p><u>Debris Planning Efforts</u> - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event.</p> | Price Included |
| 22. | <p><u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR.</p> | Price Included |
| 23. | <p><u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA/NC requirements.</p> | Price Included |

HOURLY FEE SCHEDULE

| <i>All equipment rates below include operator fuel, and maintenance costs</i> | |
|---|--------------------|
| Personnel/Equipment | Hourly Rate |
| 30 Ton Crane | \$ 220.00 |
| Stump Grinder | \$ 115.00 |
| 50' Bucket Truck | \$ 145.00 |
| Track-Hoes John Deere 690 Equivalent | \$ 150.00 |
| John Deere 544 or Equivalent | \$ 110.00 |
| Service Trucks | \$ 95.00 |
| Tractor with Box Blade | \$ 80.00 |
| 5-14 Cubic Yard Dump Truck | \$ 70.00 |
| 15-24 Cubic Yard Dump Truck | \$ 85.00 |
| 25-34 Cubic Yard Dump Truck | \$ 95.00 |
| 35-44 Cubic Yard Dump Truck | \$ 100.00 |
| 45-54 Cubic Yard Dump Truck | \$ 105.00 |
| 55-64 Cubic Yard Dump Truck | \$ 110.00 |
| 65-74 Cubic Yard Dump Truck | \$ 115.00 |
| 75+ Cubic Yard Dump Truck | \$ 125.00 |
| 850 HP or Equivalent Tree Grinder | \$ 575.00 |
| Water Truck (2000 gal.) | \$ 85.00 |
| Rubber Tire Backhoe | \$ 95.00 |
| Motor Grader | \$ 120.00 |
| Climber with Gear | \$ 90.00 |
| Superintendent with Truck | \$ 75.00 |
| Foreman with Truck | \$ 59.00 |
| Operator with Chainsaw | \$ 39.00 |
| Traffic Control Personnel | \$ 37.00 |
| Laborer | \$ 37.00 |

| Personnel/Equipment | Hourly Rate |
|---|--------------------|
| Field Project Foreman | \$ 55.00 |
| Administrative Assistant | \$ 37.00 |
| Clerical | \$ 37.00 |
| Pickup Truck | \$ 10.00 |
| Pickup Truck, Extended Cab | \$ 12.00 |
| Pickup Truck 4x4 | \$ 12.00 |
| Pickup Truck 1 Ton | \$ 15.00 |
| Mechanized Broom | \$ 70.00 |
| Trackhoe, 490 or Equivalent | \$ 95.00 |
| Bulldozer, D4 or Equivalent | \$ 115.00 |
| 12 Ton Lowboy | \$ 125.00 |
| 50 Ton Lowboy | \$ 165.00 |
| Skidsteer | \$ 75.00 |
| Rubber Tire Excavator | \$ 150.00 |
| Other (please specify)Self-load Knuckleboom truck w/box | \$ 145.00 |

Rubber Tire backhoe with bucket

\$95.00

Item # 12

**DEBRIS MANAGEMENT AND REMOVAL SERVICES
REQUEST FOR PROPOSALS
CITY OF GREENVILLE, NC**

COMPANY

AshBritt, Inc.

480 South Andrews Ave., Suite 103
Pompano Beach, FL 33069

DRC Emergency Services, LLC

740 Museum Drive
Mobile, AL 36608

Bamaco, Inc.

6869 West Highway100
Bunnell, FL 32110

J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, FL 32254

Ceres Environmenta Services

5590 Broadcast Court Suite 110
Sarasota, FL 34240

Phillips & Jordan, Inc.

191 P&J Road
Robbinsville, NC 28771

CrowderGulf

5435 Business Parkway
Theodore, AL 36582

Unified Recovery Group

263 Third Street, Suite 500
Baton Rouge, LA 70801

D & J Enterprises, Inc.

3495 Lee Road
Auburn, AL 36832



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Amendment of Greenville Utilities Commission's Water Capital Projects Budget for Fire Flow Improvements - SR 1401 & SR 1402 Water Main Extension Project

Explanation: In mid-2008, a Water Capital Projects Budget for the SR 1401 (Old River Road) & SR 1402 (Barrus Construction Road) water main extension was adopted. The initial project budget was in the amount of \$175,000 for engineering services and easement acquisition. The project includes the installation of approximately 18,200 linear feet of 12" water main along Old River Road and Barrus Construction Road.

Funding for this project was included in the 2008 revenue bond issuance with \$1,200,000 in allocated bond proceeds. An application for stimulus money funding was made for this project. However, per federal directives, projects primarily for fire protection or growth were rated as ineligible for funding.

The GUC Board, at their meeting on June 9, 2009 awarded the construction bid for this project. In addition, the GUC Board amended the Water Capital Projects Budget to reflect the construction costs and recommended similar action be taken by the City Council.

Fiscal Note: No cost to the City of Greenville

Recommendation: Amend attached Water Capital Projects Budget for Fire Flow Improvements - SR 1401 & SR 1402 Water Main Extension Project.

Attachments / click to download

 [Water Capital Projects Budget - Fire Flow Improvements](#)

ORDINANCE NO. _____
AMENDING ORDINANCE NO. 08-59
FOR WATER CAPITAL PROJECT BUDGET
FIRE FLOW IMPROVEMENTS SR 1401 and SR 1402
WATER MAIN EXTENSION PROJECT

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

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

| | Current Budget | Change | Proposed Revised |
|--------------------------------------|-------------------|------------------|---------------------|
| Revenue: | | | |
| Debt Financing | \$175,000 | \$545,000 | \$720,000 |
| Total Revenue | \$175,000 | \$545,000 | \$720,000 |
| Expenditures: | | | |
| Engineering and Easement Acquisition | \$175,000 | \$3,000 | \$178,000 |
| Construction Cost | \$0 | \$542,000 | \$542,000 |
| Total Expenditures | \$175,000 | \$545,000 | \$720,000 |

Section 2. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this the _____ day of _____, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Amendment of Greenville Utilities Commission's Water Capital Projects Budget for the Frog Level Road Water Main Extension

Explanation: In mid-2007, a Water Capital Projects Budget for the Frog Level Road Water Main Extension was adopted. The initial project budget was in the amount of \$214,000 for engineering services and easement acquisition. The project includes the installation of approximately 8,200 linear feet of 12" water main along Frog Level Road.

Funding for this project was included in the 2008 revenue bond issuance with \$565,000 in allocated bond proceeds. An application for stimulus money funding was made for this project. However, it has been classified by the State funding agency as a Category 4 priority and will not be funded.

The GUC Board, at their meeting on June 9, 2009 awarded the construction bid for this project. In addition, the GUC Board amended the Water Capital Projects Budget to reflect the construction costs and recommended similar action be taken by the City Council.

Fiscal Note: No cost to the City of Greenville.

Recommendation: Adopt the attached ordinance amending the Water Capital Projects Budget for the Frog Level Road Water Main Extension Project.

Attachments / click to download

 [Water Capital Projects Budget - Frog Level Road Water Main](#)

ORDINANCE NO _____
AMENDING ORDINANCE NO. 07-64
FOR WATER CAPITAL PROJECTS BUDGET
FROG LEVEL ROAD WATER MAIN EXTENSION

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

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

| | Current Budget | Change | Proposed Budget |
|--------------------------------------|-------------------|------------------|--------------------|
| Revenue: | | | |
| Long Term Financing | \$214,000 | \$293,000 | \$507,000 |
| Total Expenditures | \$214,000 | \$293,000 | \$507,000 |
| Expenditures: | | | |
| Engineering and Easement Acquisition | \$214,000 | (\$32,000) | \$182,000 |
| Construction Cost | \$0 | \$325,000 | \$325,000 |
| Total Expenditures | \$214,000 | \$293,000 | \$507,000 |

Section 2. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this the _____ day of _____, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Various tax refunds

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

| <u>Payee</u> | <u>Description</u> | <u>Amount</u> |
|-----------------------------|---------------------------|---------------|
| Chrysler Financial Services | Refund of City Taxes Paid | \$214.64 |
| Cab East, LLC | Refund of City Taxes Paid | \$117.43 |

Fiscal Note: The total amount to be refunded is \$332.07.

Recommendation: Approval of taxes refunded.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Budget ordinance amendment #1 to the 2009-2010 City of Greenville budget and ordinances establishing the Storm Drainage Maintenance Improvement Capital Project Budget and the Other Post Employment Benefit Agency Fund

Explanation: Attached is an amendment to the 2009-2010 budget ordinance for consideration at the August 10, 2009, City Council meeting. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To carry over unused funds appropriated within capital improvements for the Bradford Creek Soccer Complex (\$50,070) and parking lot paving and resurfacing (\$11,800). The parking lot paving and resurfacing funds have been redirected to be used for the basketball court repair/improvements at Greenfield Terrace Park (Total - \$61,870).

B To carry over unused FACADE funds from fiscal year 2008-2009 (Total - \$47,782).

C To allocate donated funds to be received from East Carolina Behavioral Health (ECBH). Funds will be used to support costs affiliated with Summer Day Camp and other activities for children (Total - \$23,000).

D To carry over unused funds from fiscal year 2008-2009 to purchase the WebEOC product for Emergency Management operations. This system will help manage and track the processes in an emergency situation (Total - \$26,000).

E To reappropriate unused grant funds for the Drop-Out Prevention and Animal Cruelty programs. Funds were first approved and appropriated by City Council during fiscal year 2008-2009 (Total - \$153,156).

F To reappropriate unused grant funds for the Swiftwater and Urban Search and Rescue program. Funds were first approved and appropriated by City Council during fiscal year 2008-2009 (Total - \$4,947).

G To reappropriate unused grant funds for the Brownfield Assessment Project. Funds were first approved and appropriated by City Council during fiscal year 2008-2009 (Total - \$116,061).

H To appropriate program income received through fiscal year 2009 for CDBG and Home Consortium programs (Total - 86,634).

I To appropriate grant funds to be received from the North Carolina Department of Environment and Natural Resources. Funds are to be used to assist local governments in expanding, improving and implementing waste reduction programs in North Carolina (Total - \$13,925).

J To transfer funds from the Stormwater Utility Fund to establish a fund that will track improvements and upgrades to existing storm drainage systems in order to reduce flooding (Total - \$1,195,000).

K To allocate funds to be used for the Uptown Greenville Public Safety - Lighting Improvement Project. Greenville Utilities Commission will reimburse the City 50% of the recurring monthly charge that amounts to \$3,212 for the next 10 months. The remaining monthly charge and the initial installation costs will be absorbed by the City with contingency funds of \$7,020 (Total - \$1,606).

2) Attached is a 2009-2010 project budget ordinance to establish a capital project fund for Storm Drainage Maintenance Improvements. This fund will be used to track improvements and upgrades to existing storm drainage systems in order to reduce flooding. The City will evaluate the existing stormwater drainage system, develop solutions and identify potential improvements (Total - \$1,195,000).

3) Attached is a 2009-2010 Agency Fund ordinance to establish an Agency Fund for Other Post Employee Benefits (OPEB). This fund will serve solely as a tracking fund of how much has been contributed to the State's OPEB Fund; therefore, there is no budgetary impact. This fund will only show Cash and Contributions to the State Fund. Fiscal Year 2008-2009 marked the initial date when funds were transferred to the State for this purpose. City Council approved this transfer in November 2008. The fiscal year 2009-2010 budget includes \$250,000 for OPEB designation (Total - \$250,000).

Fiscal Note:

The budget ordinance amendment affects the following funds: increase General Fund by \$434,422; increase the Housing Fund by \$86,634; increase the Sanitation Fund by \$13,925; increase the Stormwater Utility and the Stormwater Drainage Maintenance Improvement Funds by \$1,195,000.

| <u>Fund Name</u> | <u>Original Adopted Budget</u> | <u>Proposed Amendment</u> | <u>Adjusted Budget</u> |
|-------------------------|---|--------------------------------------|-----------------------------------|
| General Fund | \$ 71,133,682 | \$ 434,422 | \$ 71,568,104 |

| | | | |
|-------------------------|--------------|--------------|--------------|
| Housing Fund | \$ 1,525,673 | \$ 86,634 | \$ 1,612,307 |
| Sanitation Fund | \$ 5,731,978 | \$ 13,925 | \$ 5,745,903 |
| Stormwater Utility Fund | \$ 4,886,259 | \$ 1,195,000 | \$ 6,081,259 |

Recommendation: Approve budget ordinance amendment #1 to the 2009-2010 City of Greenville budget and ordinances establishing the Storm Drainage Maintenance Improvement Capital Project Budget and the Other Post Employment Benefit Agency Fund

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 [Ordinance](#)

CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#1) AMENDING ORDINANCE NO. 09-53

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

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

| | ORIGINAL 2009-2010 BUDGET | | #1 Amended 8/10/09 | Total Amendments | Amended 2009-2010 Budget |
|---------------------------------------|--|--------------------|-----------------------------------|-----------------------------|---|
| <u>ESTIMATED REVENUES</u> | | | | | |
| Property Tax | \$ 29,641,438 | | \$ - | \$ - | \$ 29,641,438 |
| Sales Tax | 13,736,686 | | - | - | 13,736,686 |
| Utilities Franchise Tax | 5,338,099 | | - | - | 5,338,099 |
| Other Unrestricted Intergov't Revenue | 2,634,640 | | - | - | 2,634,640 |
| Powell Bill | 1,901,793 | | - | - | 1,901,793 |
| Restricted Intergov't Revenues | 847,977 | C | 23,000 | 23,000 | 870,977 |
| Building Permits | 730,735 | | - | - | 730,735 |
| Other Licenses, Permits and Fees | 2,269,768 | | - | - | 2,269,768 |
| Rescue Service Transport | 2,409,670 | | - | - | 2,409,670 |
| Other Sales & Services | 1,738,944 | | - | - | 1,738,944 |
| Other Revenues | 287,502 | | - | - | 287,502 |
| Interest on Investments | 1,464,348 | | - | - | 1,464,348 |
| Transfers In GUC | 5,250,135 | K | 1,606 | 1,606 | 5,251,741 |
| Other Financing Sources | 805,041 | | - | - | 805,041 |
| Appropriated Fund Balance | 2,076,906 | A,B,D,E,F,G | 409,816 | 409,816 | 2,486,722 |
| TOTAL REVENUES | \$ 71,133,682 | | \$ 434,422 | \$ 434,422 | \$ 71,568,104 |
| <u>APPROPRIATIONS</u> | | | | | |
| Mayor/City Council | \$ 428,288 | | \$ - | \$ - | \$ 428,288 |
| City Manager | 1,086,153 | | - | - | 1,086,153 |
| City Clerk | 275,445 | | - | - | 275,445 |
| City Attorney | 435,459 | | - | - | 435,459 |
| Human Resources | 2,101,831 | | - | - | 2,101,831 |
| Information Technology | 2,907,322 | | - | - | 2,907,322 |
| Fire/Rescue | 12,127,343 | F | 4,947 | 4,947 | 12,132,290 |
| Financial Services | 2,218,950 | | - | - | 2,218,950 |
| Recreation & Parks | 6,197,166 | C | 23,000 | 23,000 | 6,220,166 |
| Police | 20,677,674 | E | 153,156 | 153,156 | 20,830,830 |
| Public Works | 9,653,824 | K | 8,626 | 8,626 | 9,662,450 |
| Community Development | 1,628,898 | B,G | 163,843 | 163,843 | 1,792,741 |
| Contingency | 828,687 | K | (7,020) | (7,020) | 821,667 |
| Capital Improvements | 4,099,961 | A,D | 87,870 | 87,870 | 4,187,831 |
| Total Appropriations | \$ 64,667,001 | | \$ 434,422 | \$ 434,422 | \$ 65,101,423 |
| <u>OTHER FINANCING SOURCES</u> | | | | | |
| Debt Service | \$ 4,270,892 | | \$ - | \$ - | \$ 4,270,892 |
| Transfers to Other Funds | 2,195,789 | | - | - | 2,195,789 |
| | \$ 6,466,681 | | \$ - | \$ - | \$ 6,466,681 |

CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#1) AMENDING ORDINANCE NO. 09-53

TOTAL APPROPRIATIONS \$ 71,133,682 \$ 434,422 \$ 434,422 \$ 71,568,104

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

| | ORIGINAL 2009-2010 BUDGET | | #1 Amended 8/10/09 | Total Amendments | | Amended 2009-2010 Budget |
|------------------------------|---------------------------------|---|--------------------------|---------------------|--|--------------------------------|
| ESTIMATED REVENUES | | | | | | |
| Annual CDBG Grant Funding | \$ 797,582 | | \$ - | \$ - | | \$ 797,582 |
| HUD City of Greenville | 500,000 | | - | - | | 500,000 |
| Transfer General Fund | 228,091 | | - | - | | 228,091 |
| Other Revenue | - | H | 86,634 | 86,634 | | 86,634 |
| TOTAL REVENUES | \$ 1,525,673 | | \$ 86,634 | \$ 86,634 | | \$ 1,612,307 |
| APPROPRIATIONS | | | | | | |
| Housing | \$ 1,525,673 | H | \$ 86,634 | 86,634 | | \$ 1,612,307 |
| Total Operating Expenditures | \$ 1,525,673 | | \$ 86,634 | \$ 86,634 | | \$ 1,612,307 |
| TOTAL APPROPRIATIONS | \$ 1,525,673 | | \$ 86,634 | \$ 86,634 | | \$ 1,612,307 |

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

| | ORIGINAL 2009-2010 BUDGET | | #1 Amended 8/10/09 | Total Amendments | | Amended 2009-2010 Budget |
|------------------------------|---------------------------------|---|--------------------------|---------------------|--|--------------------------------|
| ESTIMATED REVENUES | | | | | | |
| Refuse Fees | \$ 5,536,224 | | \$ - | \$ - | | \$ 5,536,224 |
| Other Revenue | 161,854 | I | 13,925 | 13,925 | | 175,779 |
| Transfer from General Fund | 33,900 | | - | - | | 33,900 |
| TOTAL REVENUES | \$ 5,731,978 | | \$ 13,925 | \$ 13,925 | | \$ 5,745,903 |
| APPROPRIATIONS | | | | | | |
| Sanitation | \$ 5,731,978 | I | \$ 13,925 | \$ 13,925 | | \$ 5,745,903 |
| Total Operating Expenditures | \$ 5,731,978 | | \$ 13,925 | \$ 13,925 | | \$ 5,745,903 |
| TOTAL APPROPRIATIONS | \$ 5,731,978 | | \$ 13,925 | \$ 13,925 | | \$ 5,745,903 |

CITY OF GREENVILLE, NORTH CAROLINA
ORDINANCE (#1) AMENDING ORDINANCE NO. 09-53

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

| | ORIGINAL 2009-2010 BUDGET | | #1 Amended 8/10/09 | Total Amendments | Amended 2009-2010 Budget |
|----------------------------------|--|----------|-----------------------------------|-----------------------------|---|
| <u>ESTIMATED REVENUES</u> | | | | | |
| Utility Fee | \$ 2,898,243 | | \$ - | \$ - | \$ 2,898,243 |
| Interest on Investments | 60,616 | | - | - | 60,616 |
| Appropriated Fund Balance | 1,927,400 | J | 1,195,000 | 1,195,000 | 3,122,400 |
| TOTAL REVENUES | \$ 4,886,259 | | \$ 1,195,000 | \$ 1,208,925 | \$ 6,081,259 |
| <u>APPROPRIATIONS</u> | | | | | |
| Housing | \$ 4,886,259 | J | \$ 1,195,000 | \$ 1,195,000 | \$ 6,081,259 |
| Total Operating Expenditures | \$ 4,886,259 | | \$ 1,195,000 | \$ 1,195,000 | \$ 6,081,259 |
| TOTAL APPROPRIATIONS | \$ 4,886,259 | | \$ 1,195,000 | \$ 1,195,000 | \$ 6,081,259 |

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

Section VI: This ordinance will become effective upon its adoptions.

Adopted this 10th day of August, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

ORDINANCE NO. 09 _____
CITY OF GREENVILLE NORTH CAROLINA
STORM DRAINAGE MAINTENANCE IMPROVEMENT CAPITAL PROJECT
BUDGET ORDINANCE

Section I: Estimated Revenues. It is estimated that the following revenues will be available for the Storm Drainage Maintenance Improvement Capital Project:

| <u>ESTIMATED REVENUES</u> | <u>ORIGINAL 2009-2010 BUDGET</u> |
|----------------------------------|---|
| Transfer from Stormwater Fund | \$ 1,195,000 |
| TOTAL REVENUES | <u>\$ 1,195,000</u> |

Section II: Appropriations. The following amounts are hereby appropriated for the Storm Drainage Maintenance Improvement Capital Project

| <u>APPROPRIATIONS</u> | |
|------------------------------|----------------------------|
| Engineering -Study | \$ 27,130 |
| Engineering -Design | 32,870 |
| Construction | 964,750 |
| Contingency | 170,250 |
| Total Appropriations | <u>\$ 1,195,000</u> |
| TOTAL APPROPRIATIONS | <u>\$ 1,195,000</u> |

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

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

Adopted this 10th day of August, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk

ORDINANCE NO. 09._____
CITY OF GREENVILLE NORTH CAROLINA
OTHER POST EMPLOYMENT BENEFIT AGENCY FUND
ORDINANCE

| | <u>ORIGINAL BALANCE</u> |
|----------------------------|-----------------------------|
| Cash | <u>\$ 250,000</u> |
| TOTAL CASH | <u>\$ 250,000</u> |
| | |
| Contributions | <u>\$ 250,000</u> |
| TOTAL CONTRIBUTIONS | <u>\$ 250,000</u> |

Adopted this 10th day of August, 2009.

Patricia C. Dunn, Mayor

ATTEST:

Wanda T. Elks, City Clerk



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Presentations by boards and commissions

a. Redevelopment Commission

Explanation: The Redevelopment Commission will make its annual report to City Council at the August 10, 2009 meeting.

Fiscal Note: N/A

Recommendation: For information only; no action recommended

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City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Local Realtor Participation in the West Greenville 45-Block Revitalization Area Affordable Housing Development Program

Explanation: The City of Greenville's Affordable Housing Production program has been recognized as a model in the State of North Carolina. The program has been recognized for the quality of homes produced and City efforts to insure that low and moderate income clients served, received proper education so that they may succeed as new homeowners.

The current recession impacts the Community Development Department Housing Division staff's ability to attract eligible low to moderate income home buyers. Of the seven units ready for occupancy, the average days on the market is slightly over 296 days. The last unit to be included in this program is under construction.

- 410 Cadillac Street 284 days on the market (DOM)
- 414 Cadillac Street 320 DOM
- 600 Ford Street 320 DOM
- 903 Douglas Avenue 379 DOM
- 907 Douglas Avenue 379 DOM
- 909 Douglas Avenue 379 DOM
- 605 Hudson Street 127 DOM
- 604 Ford Street - under construction

Traditionally, staff works to identify and qualify home buyers. Staff markets housing units using the City's website, holds open houses promoting available units and loan assistance information, distributes housing unit sales brochures, staffs information tables at loan fairs, places advertisements in publications, and makes presentations to various organizations and groups to generate applicants who may become home buyers.

Because of the recession and challenges it creates in attracting qualified low to moderate income buyers, staff expanded its activities to market the houses,

which included: presentations to churches and organizations; offered developers fees to nonprofit organizations to qualify buyers; held multiple open houses at sites; placed new "For Sale" signs at houses; and placed advertisement in the paper soliciting "bids" on the homes.

To generate more housing sale activity, staff developed a program to partner with Pitt County realtors to assist in the recruitment of eligible buyers for homes in the West Greenville 45-Block Revitalization Area. The City currently has eight (8) new homes for sale in the West Greenville 45-Block Revitalization Area that would be made available to board-certified realtors to assist in the recruitment and sale of homes to eligible low to moderate income first-time home buyers. Realtors who are successful in assisting a qualified home buyer to purchase one of the City-owned or sponsored properties would receive a 4% Finder's Fee, to be paid at closing.

Since the City in the past has not paid any fees to real estate agents, staff requests City Council approval of this new policy.

The attachment outlines the basic program procedures. Staff will evaluate the program's effectiveness for six months and report its findings.

Fiscal Note:

Finder's fees would be would be paid from HOME Investment Partnership funds.

Recommendation:

Approve the implementation of the program designed to solicit assistance from realtors in the West Greenville Housing Development Program, to include payment of a 4% Finder's Fee paid at closing of City-owned or sponsored properties for eligible low to moderate income first-time home buyers.

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 [Summary](#)

CITY OF GREENVILLE
WEST GREENVILLE 45-BLOCK REVITALIZATION AREA
AFFORDABLE HOUSING DEVELOPMENT PROGRAM
Realtors' Participation

The City of Greenville is pleased to invite Board Certified Realtors from the Pitt County area to become a partner in their downpayment assistance program for First Time Homebuyers. The City currently has eight (8) new homes for sale in the West Greenville 45 Block Revitalization Area (see map enclosed). Interested Realtors may qualify for a **4% Finder's fee** (paid at closing). General program requirements are enclosed for your review.

The following will be the general process to submit a potential applicant for down payment assistance:

Realtor Responsibility:

1. Contact Housing Division Office to register client for Homeownership Education Workshop (8 hours). Workshops are held bi-monthly;
2. Realtor must submit Buyer's agent documentation to City;
3. Determine if unit is affordable and that applicant meets all program guidelines;
3. Collect completed City application documents from client;
4. Verify applicant's employment and/or source(s) of income;
5. Assist the applicant with securing financing, if necessary;
6. Assist applicant with developing sales contract;
7. Submit all required documents to the City of Greenville;
8. Notify other agencies involved in the home buying process (Attorney, Lender, etc) about the City of Greenville's program requirements.
9. Once application is approved by City and the closing date is set, request disbursement of funds. A final HUD-1 must be attached. Please keep in mind the City requires ten (10) business days to process a check request.

City of Greenville:

1. City Staff will review file;
2. Once file reviewed and approved by Staff, package will be submitted to the City of Greenville Affordable Housing Loan Committee (AHLC) for approval. AHLC meets monthly, second Wednesday;
3. After AHLC approves application, if request over \$10,000, City Manager must also approve;
4. Upon completion of review, City will issue a Letter of Commitment to applicant;
5. For closing, City will issue checks, note and mortgage documents. The City requires ten (10) business days to process a check request.



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Uptown Greenville contract for services

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

Uptown Greenville, a 501(c)(3) non-profit organization, first received non-profit status as Evergreen of Greenville in 1984. As outlined in the letter requesting funds, Uptown Greenville has been active in promoting the downtown area continuously since 1994.

Attached information from the North Carolina Main Street organization shows that at least 40 local governments in North Carolina provide various levels of financial support to organizations like Uptown Greenville. Annual municipal support ranges from \$2,500 to nearly \$400,000. The Main Street survey information also reveals that 25 downtown promotion organizations also receive funding from municipal service districts (MSD). North Carolina law allows municipalities to levy a special tax on property located in a defined district for downtown revitalization. An MSD is an available option for future funding of Uptown Greenville revitalization efforts. The proposed contract requires Uptown Greenville to work towards gaining property owner support for the establishment of a downtown MSD.

Uptown Greenville has operated without direct local government financial support, but is now requesting that the City provide funds as other municipal governments do because Uptown's traditional corporate financial support has been significantly reduced over the last year and a half because of the recession. Anticipated revenue in the 2009 Uptown budget is \$109,354, but based on six months of receipts, that figure has been revised downward to \$80,345 (a projected shortfall of \$29,009.)

Fiscal Note:

Working within the adopted 2009-2010 City of Greenville budget, Community Development staff has identified \$25,000 within the Community Development Department budget that can be utilized as compensation for a contract with Uptown Greenville. The funds had previously been authorized for the Façade Improvement Grant program, but the Redevelopment Commission at its July 7, 2009 meeting approved facade grant funding of \$25,000 from 2004 Center City bonds for the current fiscal year.

Recommendation:

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

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 [Letter](#)

 [Local Government Funding Survey](#)

 [Contract](#)

NORTH CAROLINA
PITT COUNTY

DRAFT

CONTRACT FOR SERVICES

This CONTRACT is made the _____ day of August, 2009, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and Evergreen of Greenville, Inc. doing business as Uptown Greenville, a North Carolina nonprofit corporation (UPTOWN);

WITNESSETH

1. Consideration.

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

2. General Work to be Performed.

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

3. Specific Work to be Performed

UPTOWN will perform the following specific services:

I. BUSINESS RECRUITMENT AND RETENTION:

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

websites, etc.

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

II. UPTOWN BEAUTIFICATION:

- A. Coordinate efforts to plant seasonal flowers/greenery in planters along Evans Street in advance of the North Carolina League of Municipalities conference in October 2009 (Seasonal Planting Project).
- B. Continue and expand marketing and communication efforts regarding the Façade Improvement Grant program workshops, deadlines and resources.
- C. Encourage new and vibrant seasonal window displays through award program.
- D. Encourage a brighter Uptown after dark by continuing to add LED lights to trees located throughout the Uptown business district of Greenville.
- E. Add to destination feel of Uptown by providing colorful event and district lamp post banners throughout the Uptown business district of Greenville.

III. SPECIAL EVENTS, PROMOTIONS & PRIVATE SUPPORT

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

IV. GUIDANCE FOR PUBLIC INFRASTRUCTURE PROJECTS

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

4. Municipal Service District

UPTOWN will develop a strategy and implement a plan to generate support from property owners in the Uptown business district of Greenville for the establishment by the CITY of a municipal service district. The purpose of the municipal service district will be to generate funds for downtown revitalization promotion and developmental activities as defined in NC General Statute 160A-536.

5. Schedule of Payments.

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

6. Reports.

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

7. Duration, Termination, and Amendment.

This CONTRACT shall commence on August ____, 2009 and terminate on June 30, 2010. This CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

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

EVERGREEN OF GREENVILLE, INC.
doing business as UPTOWN GREENVILLE

Eric Clark, President

ATTEST:

Holly Garriott, Secretary

CITY OF GREENVILLE

Wayne Bowers, City Manager

ATTEST:

Wanda T. Elks, City Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

782610

uptown
GREENVILLE
We're moving up. Join us.

July 22, 2009

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

Dear Mayor Dunn and City Council:

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

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

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

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

look. play. eat. shop. relax.

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

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

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

Thank you for your consideration.

Sincerely,



Eric Clark
President, Uptown Greenville



Denise Walsh
Executive Director, Uptown Greenville

cc: Wayne Bowers

N.C. Main Street Local Program Budgets

February 2009

| Community | City | County | Private | MSD | ¢ per \$100 | Free Ofc Space | Other Funds | Other Funds Source | Total |
|------------------|-----------|----------|----------|-----------|-------------|----------------|-------------|------------------------------------|-----------|
| Albemarle | \$43,000 | \$0 | \$19,885 | \$39,100 | 0.10 | yes/city | \$51,050 | fundraising, events, interes | \$153,035 |
| Boone | \$0 | \$0 | \$15,000 | \$110,582 | 0.21 | | \$0 | | \$125,582 |
| Brevard | \$15,000 | \$0 | \$0 | \$95,000 | 0.31 | | \$30,000 | festivals | \$140,000 |
| Clayton | \$106,000 | \$0 | \$0 | \$0 | | no | \$0 | | \$106,000 |
| Clinton | \$0 | \$0 | \$0 | \$27,000 | 0.20 | yes/city | \$0 | | \$27,000 |
| Concord | \$50,000 | \$0 | \$44,600 | \$71,000 | 0.18 | yes/city | \$21,400 | sponsorships, reimbursements | \$187,000 |
| Eden | \$181,200 | \$0 | \$0 | \$9,000 | 0.10 | yes/city | \$0 | | \$190,200 |
| Edenton | \$68,500 | \$0 | \$0 | \$0 | | | \$0 | | \$68,500 |
| Elizabeth City | \$17,000 | \$2,000 | \$0 | \$30,000 | 0.07 | | \$10,000 | fundraiser | \$59,000 |
| Elkin | \$37,562 | \$0 | \$0 | \$14,732 | 0.10 | yes/city | \$25,000 | NC Rural Ctr/Step Landscape | \$77,294 |
| Fuquay-Varin | \$36,000 | \$0 | \$0 | \$0 | | | \$36,000 | fundraiser | \$72,000 |
| Goldsboro | \$392,786 | \$0 | \$58,000 | \$76,000 | 0.25 | yes/county | \$0 | | \$526,786 |
| Henderson | \$50,720 | \$1,650 | \$1,300 | \$0 | | | \$0 | | \$53,670 |
| Hendersonville | \$0 | \$0 | \$30,000 | \$100,000 | 0.25 | | \$0 | | \$130,000 |
| Hertford | \$61,507 | \$0 | \$0 | \$0 | | | \$0 | event revenue | \$61,507 |
| Hickory | \$50,000 | \$0 | \$10,000 | \$0 | | yes/city | \$47,000 | | \$107,000 |
| Kinston | \$84,200 | \$0 | \$60,000 | \$51,000 | 0.27 | | \$283,769 | fund balance, rental revenue, etc | \$478,969 |
| Lenoir | \$125,500 | \$0 | \$0 | \$50,400 | 0.25 | yes/city | \$0 | fund balance | \$175,900 |
| Lexington | \$40,500 | \$0 | \$51,560 | \$87,926 | 0.20 | no | \$45,422 | | \$225,408 |
| Lumberton | \$20,000 | \$0 | \$0 | \$0 | | yes/city | \$0 | | \$20,000 |
| Marion | \$72,000 | \$100 | \$20,000 | \$0 | | yes/city | \$0 | | \$92,100 |
| Mocksville | \$25,000 | \$11,000 | \$0 | \$0 | | yes/city | \$500 | Christmas ornament sales | \$36,500 |
| Monroe | \$303,484 | \$0 | \$0 | \$34,700 | 0.20 | yes/city | \$0 | | \$338,184 |
| Mooreville | \$52,000 | \$0 | \$0 | \$60,000 | 0.16 | | \$0 | | \$112,000 |
| Morganton | \$381,149 | \$0 | \$0 | \$109,269 | 0.14 | yes/city | \$0 | | \$490,418 |
| New Bern | \$55,000 | \$20,000 | \$10,000 | \$0 | | | \$90,000 | festivals & donations | \$175,000 |
| Newton | \$42,700 | \$0 | \$0 | \$0 | | | \$0 | | \$42,700 |
| North Wilkesboro | \$25,000 | \$0 | \$5,000 | \$0 | | | \$10,000 | | \$40,000 |
| Oxford | \$62,933 | \$20,000 | | \$29,038 | 0.20 | | \$0 | | \$111,971 |
| Reidsville | \$130,150 | \$0 | \$0 | \$32,500 | 0.25 | | \$0 | | \$162,650 |
| Rocky Mount | \$135,000 | \$6,500 | \$9,000 | \$0 | | | \$0 | | \$150,500 |
| Rutherfordton | \$43,700 | \$0 | \$15,000 | \$12,000 | | | \$0 | | \$70,700 |
| Salisbury | \$98,500 | \$0 | \$30,000 | \$127,750 | 0.16 | | \$24,600 | | \$280,850 |
| Sanford | \$50,000 | \$0 | \$1,805 | \$55,933 | 0.13 | | \$0 | | \$107,738 |
| Shelby | \$35,500 | \$0 | \$40,000 | \$141,000 | 0.22 | | \$45,000 | | \$261,500 |
| Smithfield | \$75,000 | \$0 | \$0 | \$76,500 | 0.19 | | \$93,000 | | \$244,500 |
| Southport | \$2,500 | \$0 | \$0 | \$0 | | | \$42,075 | | \$44,575 |
| Sparta | \$17,500 | \$0 | \$0 | \$0 | | | \$0 | | \$17,500 |
| Spruce Pine | \$52,600 | \$0 | \$0 | \$0 | | | \$0 | | \$52,600 |
| Statesville | \$23,811 | \$0 | \$0 | \$97,212 | 0.10 | | \$16,640 | | \$137,663 |
| Sylva | \$12,000 | \$0 | \$8,000 | \$0 | | | \$5,400 | fundraiser & special event revenue | \$25,400 |
| Wake Forest | \$102,724 | \$0 | \$41,200 | \$0 | 0.10 | | \$0 | | \$143,924 |
| Waynesville | \$12,000 | \$0 | \$50,920 | \$86,000 | 0.23 | | \$9,625 | | \$158,545 |
| Average | \$79,743 | \$8,750 | \$26,064 | \$64,946 | | | \$46,657 | | \$146,102 |
| Number of Cities | 40 | 7 | 20 | 25 | | | 19 | | 43 |
| Minimum | \$2,500 | \$100 | \$1,300 | \$141,000 | | | \$500 | | \$17,500 |
| Maximum | \$392,786 | \$20,000 | \$60,000 | \$9,000 | | | \$183,769 | | \$526,786 |

Item # 19



City of Greenville, North Carolina

Meeting Date: 8/10/2009
Time: 6:00 PM

Title of Item: Purchase of property located near Fire Tower Road for a Fire-Rescue Station

Explanation: For the purpose of proceeding with the acquisition of a site for a Fire-Rescue Department facility in the Fire Tower Road area, the attached Offer to Purchase and Contract for a tract of land located on Bayswater Road near Fire Tower Road has been executed on behalf of the City. The property consists of 1.92 acres. The property is Lot 2 on the attached final plat of Firetower Junction, Section One. The City had an appraisal conducted on this property, with the appraisal determining that the property had a fair market value of \$610,000. The owners of the property, V. Parker Overton and wife, Becky H. Overton, have agreed to sell it to the City for \$440,000, in accordance with the terms of the Offer to Purchase and Contract with the difference between the appraised value and the purchase price being considered as a donation. The agreement to purchase is conditioned upon City Council approval, which must occur no later than August 14, 2009.

This property would be the site of planned Fire-Rescue Station #7 to serve the southern and southwest portions of the City that have experienced considerable growth during the past several years. On July 10, 2009, City staff submitted a request for funding from the American Recovery and Reinvestment Act Assistance to Firefighters Fire Station Construction Grant Program. The total amount of the construction project is estimated to be \$2,157,480 with the federal share being \$1,549,480 and the local share being \$608,000. At this time, the City Council has only approved \$108,000 of the local share. If the grant application is approved, additional funds will have to be appropriated in the future.


Fiscal Note: The funds to finance this acquisition, including survey and legal expenses, involve an estimated expense of \$450,000. The current Capital Improvement Program contains an appropriation of \$440,000 for the acquisition of property for both proposed Fire-Rescue Stations #7 and #8. Acquisition of Station #8 can be postponed until additional funding is identified. A budget amendment will be needed to provide the approximately \$10,000 in additional funds needed to

complete this property acquisition. The additional funds for this purpose are available in the General Fund contingency account.

Recommendation: Approve the attached offer to purchase and contract for the 1.92 acre parcel from the Overtons.

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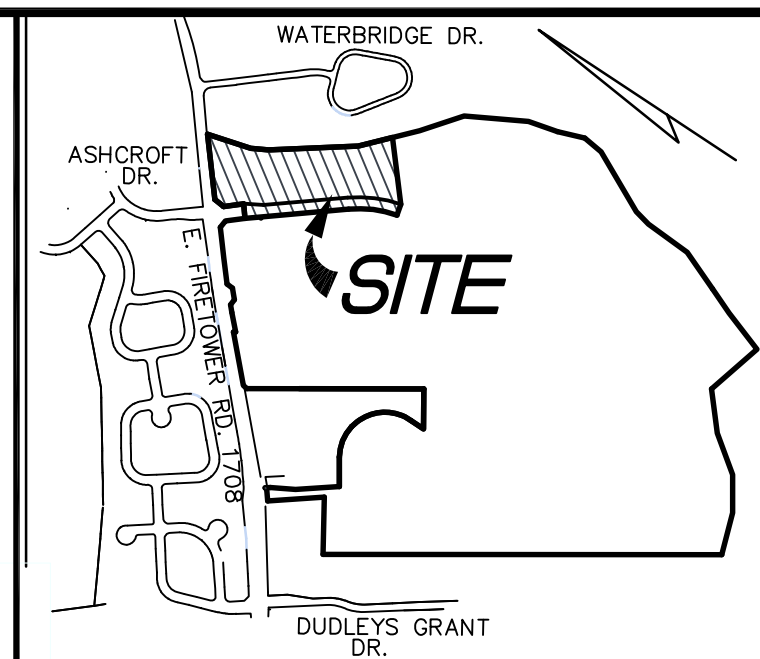
Attachments / click to download

 [Offer to Purchase and Contract](#)

 [Map of Overton Property - Firetower Junction](#)

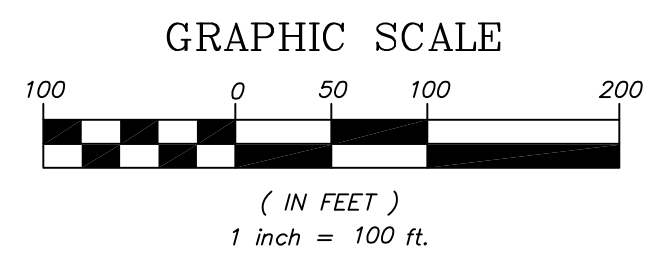
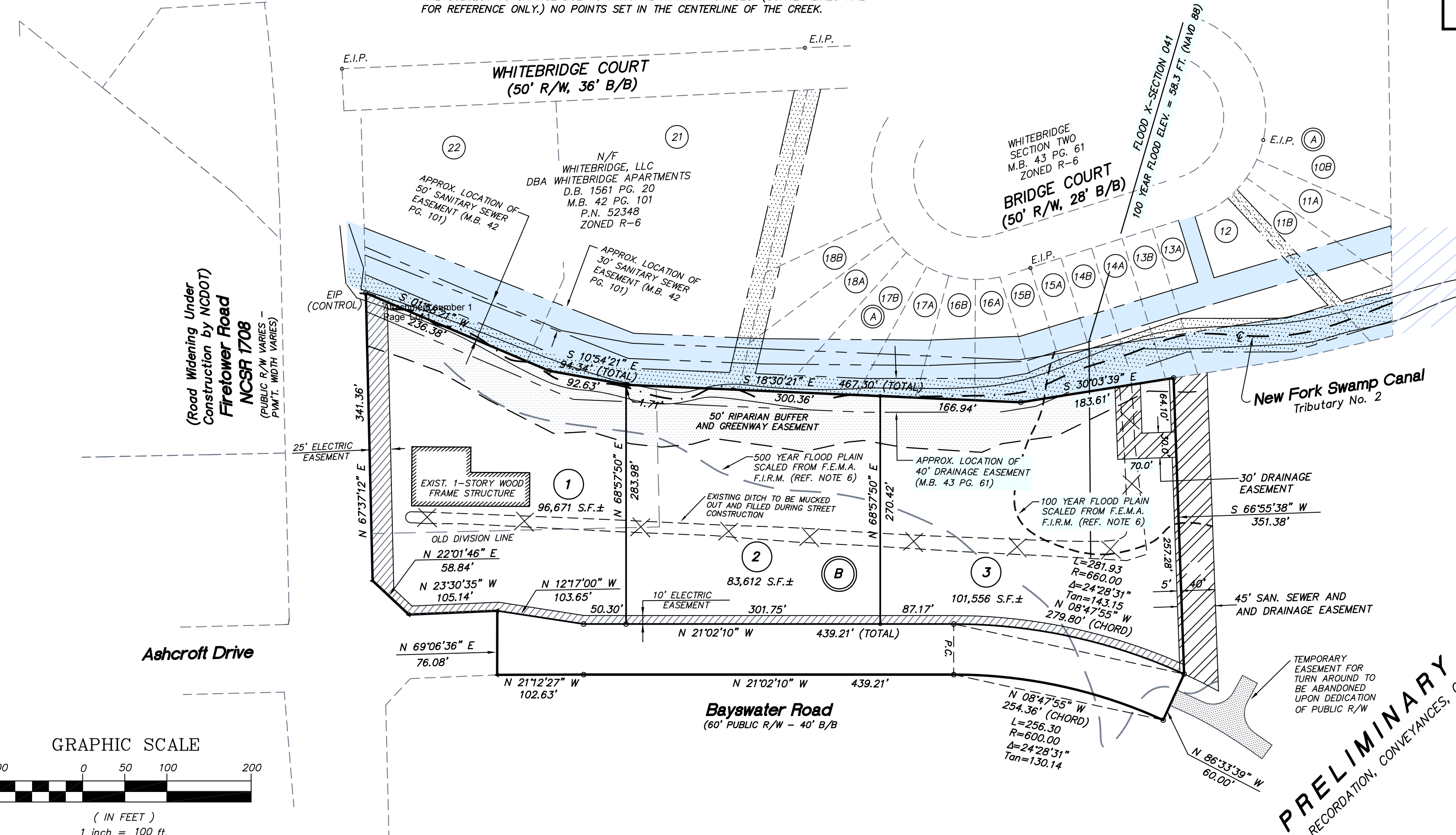
Notes :

- IRON STAKES LOCATED AT ALL CORNERS, EXCEPT AS NOTED OTHERWISE.
- ALL DISTANCES ARE HORIZONTAL GROUND MEASURED UNLESS SHOWN OTHERWISE.
- AREA BY COORDINATES.
- PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
- THIS PROPERTY IS SUBJECT TO THE CITY OF GREENVILLE STORMWATER MANAGEMENT PROGRAM.
- PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AND ZONE X SHADED (AREA OF 0.2% ANNUAL CHANCE FLOOD) AND ZONE AE (AREA DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOOD) AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAPS NUMBER 3720468500 J, AND 3720468600 J, EFFECTIVE JANUARY 2, 2004. (BASE FLOOD ELEVATION = 58.3± NAVD 88)
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS, OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS, AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES, AND IMPERVIOUS SURFACES, SHALL ENCR OACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT OR RESEARCH. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS PROPERTY ARE SHOWN HEREON.
- LOCATION OF THE PROPERTY LINES ALONG CENTERLINE OF CREEK OR STREAMS ARE SUBJECT TO CHANGE DUE TO NATURAL RIPARIAN CAUSES. (SURVEY LINES ARE FOR REFERENCE ONLY.) NO POINTS SET IN THE CENTERLINE OF THE CREEK.



Vicinity Map
SCALE: 1" = 1000'

- Legend**
- I.P.S. IRON PIPE SET
 - E.I.P. EXISTING IRON PIPE
 - PG. PAGE
 - M.B. MAP BOOK
 - B/B BACK TO BACK
 - R/W RIGHT OF WAY
 - P/N PARCEL NUMBER
 - 2 LOT NUMBER
 - B BLOCK NUMBER



PRELIMINARY
NOT FOR RECORDATION, CONVEYANCES, OR SALES

CERTIFICATION

NORTH CAROLINA PITT COUNTY

I, **PATRICK W. HARTMAN** CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY DG FROM DEED DESCRIPTIONS RECORDED IN BOOK *SEE*, PAGE *SEE*; THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATES IS 1:10,000 + ; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)α: THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND; WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 15th DAY OF JULY, 2009.

SIGNED _____
PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER L-4262

NORTH CAROLINA PITT COUNTY

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

BY _____
REVIEW OFFICER

DATE _____

FINAL PLAT

FIRETOWER JUNCTION SECTION ONE

CITY OF GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

RECORDED IN MAP BOOK _____ PAGE _____

References

- D.B. 2223, P.G. 428
- D.B. 2072, P.G. 337
- D.B. X 21, PG. 421
- D.B. 1941, PG. 327
- M.B. 23 PG. 69
- TAX NO. : 08092

Site Summary :

| | |
|--------------------------------------|-----------|
| NUMBER OF LOTS CREATED | 3 |
| ACREAGE IN LOTS | 6.470 AC. |
| ACREAGE IN BAYSWATER ROAD | 1.136 AC. |
| ACREAGE IN TOTAL TRACT | 7.606 AC. |
| ACREAGE IN COMMON AREA(S) | NONE |
| ACREAGE IN PARK AND RECREATION AREAS | NONE |

OWNER **V. PARKER OVERTON**

ADDRESS **P.O. BOX 30930 GREENVILLE, NC 27833**

PHONE **(252) 355-7757**

SOURCE OF TITLE

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

DEED BOOK _____, PAGE _____

DEED BOOK _____, PAGE _____

DEED BOOK _____, PAGE _____

OWNERS STATEMENT

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2009.

APPROVAL

THIS FINAL PLAT NO. _____, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE DAY OF _____, 2009.

SIGNED _____
CITY PLANNER

DEDICATION

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

SIGNED _____
ATTEST _____

Rivers & Associates, Inc.
107 East Second Street Greenville, NC 27608 (252) 752-4135

Engineers Planners Surveyors

SURVEYED DG APPROVED PWH

DRAWN AR DATE 7/15/09

CHECKED PWH SCALE 1" = 100'

North Carolina License No. L-4262

NORTH CAROLINA LICENSE NO. L-4262

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

**NORTH CAROLINA
PITT COUNTY**

**OFFER TO
PURCHASE AND CONTRACT**

THIS OFFER TO PURCHASE AND CONTRACT, made and entered into as of the 14th day of July, 2009, by and between V. Parker Overton and wife, Becky H. Overton, Party of the First Part and hereinafter referred to as the "Seller", and the City of Greenville, a body corporate and politic, organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the "City".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein set forth, the City hereby offers to purchase and Seller, upon acceptance of said offer, agrees to sell to the City all that certain real property being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, said real property being hereinafter referred to as the "Property".

THE TERMS AND CONDITIONS OF THIS OFFER TO PURCHASE AND CONTRACT ARE AS FOLLOWS:

1. PURCHASE PRICE. The purchase price of the Property is FOUR HUNDRED FORTY THOUSAND and no/100ths Dollars (\$440,000.00). The foregoing purchase price, subject to adjustments and prorations in accordance with paragraphs 2, 4, and 5, shall be paid to Seller at closing. The Seller understands that the foregoing purchase price subject to the aforementioned adjustments and prorations shall be the entire amount which the Seller will receive from the City for the sale of the Property.

2. EARNEST MONEY. The City shall deposit ONE THOUSAND and no/100ths Dollars (\$1,000.00), in earnest money, within ten (10) days of the Seller's acceptance of the offer, with Laurence S. Graham, Greenville, North Carolina, as agent, who shall hold such amount in escrow. In the event that any of the conditions of this contract are not satisfied or waived by the City prior to closing, in the event City Council approval does not occur as required by paragraph 9, or in the event of a breach of this contract by Seller, then the earnest money shall be returned to the City, but such return shall not affect any other remedies available to the City. In the event the City breaches this contract, then the earnest money shall be forfeited to Seller, and the escrow agent shall pay over to Seller said earnest money, but such forfeiture shall not affect any other remedies available to Seller as a result thereof. Otherwise, the earnest money shall be paid to Seller at the closing and applied against the purchase price.

3. CLOSING. Closing is defined as the date and time of the recordation of the deed. Closing of the purchase of the Property hereunder shall take place at 10 a.m. on September 30, 2009, or at such time prior thereto as Seller and the City shall agree mutually in writing, at the law office of Laurence S. Graham, Greenville, North Carolina at which time the purchase price shall be paid as

herein provided, and possession of the Property shall be delivered to the City. Time is of the essence with respect to such closing date.

4. ADJUSTMENTS. The following items shall be prorated and either adjusted between the parties or paid at closing:

- a. Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing;
- b. Ad valorem taxes on personal property, if any, for the entire year shall be paid by the Seller unless the personal property is conveyed to the City, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing;
- c. All late listing penalties, if any, shall be paid by Seller;
- d. Rents, if any, for the Property shall be prorated through the date of closing; and
- e. Utilities, if any, for the Property shall be prorated through the date of the closing.

5. CLOSING COSTS. Seller and the City acknowledge and agree that the City shall be responsible for the cost of its own title examination and title insurance premiums, any escrow fees or charges, the cost of its survey, and any recording charges on the deed and that the Seller shall be responsible for the cost of the preparation of the deed and all other documents necessary to perform Seller's obligations pursuant to this contract and any and all excise tax (revenue stamps) required by law on the transaction. Each party shall be responsible for the cost of its own attorneys.

6. CONVEYANCE OF TITLE. Seller shall make, execute and deliver to the City at closing a good and sufficient deed for the Property in fee simple with general warranty conveying good and marketable title to the Property, free of all liens, encumbrances, restrictions, covenants, rights of way and easements of any kind except ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value or use and occupancy of the Property; and such other encumbrances as may be specifically approved by the City.

In addition, Seller shall furnish to the title company at closing a standard form affidavit and indemnification agreement showing that all labor and/or materials, if any, furnished to the property within one hundred twenty (120) days prior to the date of closing have been paid and by which Seller agrees to indemnify a title insurance company pursuant to a standard form ALTA title affidavit against all loss, cost, claim and expense arising therefrom, including reasonable attorney's fees.

7. EVIDENCE OF TITLE. Seller agrees to use diligent efforts to deliver to the City as soon as reasonably possible after the date of this contract, copies of all title information in possession of Seller, including, but not limited to, title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the property.

8. CONDITIONS. Notwithstanding anything to the contrary contained herein, the City's obligations pursuant to this contract are expressly conditioned upon the following conditions:

- a. A final subdivision plat, which delineates the Property as a lot within the

subdivision and which is in compliance with the Subdivision Regulations for Greenville, North Carolina, must be recorded in the office of the Pitt County Registry of Deeds prior to or at closing.

- b. All deeds of trust, liens and other charges against the Property must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.

9. ENVIRONMENTAL WARRANTIES AND INDEMNIFICATIONS.

(i) To the best of Seller's knowledge, the Property is not in direct or indirect violation of any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up (collectively, "Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq. And 40 CFR §302.1 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq. And 40 CFR §116.1 et seq.), and the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), and the regulations promulgated pursuant to said laws, all as amended;

(ii) To the best of Seller's knowledge, neither the Seller nor any of its agents or employees directly or indirectly have stored, processed, or disposed of on or released or discharged from or on to the Property (including underground contamination) any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, flammable explosives, radioactive materials, infectious substances or raw materials which are included, indexed or regulated by Environmental Laws (collectively, "Hazardous Substances") and, to the knowledge of Seller (after diligent inquiry), no other person directly or indirectly have stored, processed or disposed of on or released or discarded from or onto the Property (including underground contamination) any Hazardous Substances;

(iii) To the best of Seller's knowledge, the Property is not subject to any private or governmental lien or judicial or administrative notice or action relating to Hazardous Substances;

(iv) To the best of Seller's knowledge, the Property has never been used as a landfill or waste dump;

(v) The Seller shall indemnify and hold harmless the City from any claim, expense, or cost (including court costs and attorneys fees whether suit be brought or not) resulting from any and all remediation, clean-up, and related costs actually incurred by the City within five (5) years of the closing as a result of (a) any underground storage tanks or underground storage system located upon the Property, (b) any environmental contamination of the Property, or (c) any contamination, hazardous substance or petroleum which has migrated or migrates off of the Property; and

(vi) The Seller warrants that there are no underground storage tanks currently located upon the Property, that underground storage tanks are not a part of the acquisition, sale, or transfer of the Property to the City, and that any unidentified underground storage tanks which are discovered

on the Property remain the property of the Seller and shall be removed within thirty (30) days of discovery at the Seller's sole expense including remediation, clean-up, and related costs.

10. DONATION. It is understood and agreed that, if the Seller accepts the offer of the City to purchase the Property, the Seller is selling the property to the City for less than its fair market value with the difference between the fair market value and the Purchase Price being considered as a donation. The City shall execute any documents reasonably requested by the Seller and required by the Internal Revenue Service for the Seller to receive the appropriate tax deduction, if any, for the donation.

11. CITY COUNCIL APPROVAL REQUIRED. This Offer to Purchase and Contract shall be null and void in the event the City Council of the City of Greenville does not approve the purchase of the Property on or before August 14, 2009.

12. EXPIRATION OF OFFER. The offer of the City shall expire unless acceptance is delivered to the City on or before 5 o'clock p.m. on July 17, 2009, or until withdrawn by the City, whichever occurs first. In the event of such expiration, this Offer to Purchase and Contract shall be null and void.

13. REASONABLE ACCESS. Seller shall allow the City's agents, employees, and designees full and complete access to the property for the purpose of surveying and physically inspecting and investigating the property. All such surveys, inspections and investigations shall be conducted in such manner as to avoid unreasonable interference with Seller's present use, operation, and occupation of the Property.

14. FIRE AND OTHER CASUALTY. The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. In the event that the Property is materially damaged by fire or other casualty between the date of this Agreement and the date of closing, this Agreement may, at City's sole election and discretion, (i) be declared void, or (ii) accept title to the Property without any abatement in the Purchase Price, in which event, on the date of closing, all insurance proceeds shall be assigned to the City, and Seller shall pay to City an amount equal to the deductible portion of the insurance award along with any funds theretofore received by Seller in connection with such casualty. The City shall give Seller written notice of City's election on or before twenty (20) days after the occurrence of such casualty.

15. BROKERS. The City warrants, represents and certifies to the Seller that it has not engaged or utilized the services of a broker in connection with this transaction. The Seller shall be solely responsible for any broker's or finder's fees or commissions for any broker or realtor which it has utilized with this transaction. Each party agrees to defend, indemnify and hold harmless the other from and against any claim for broker's or finder's fees or commissions made by any party claiming to have dealt with them.

16. REPRESENTATIONS. Seller and the City acknowledge and agree that, except as otherwise specifically set forth in this contract, Seller has made no representations, warranties or statements to the City as to any matter relating to or concerning the Property, the use thereof or the

suitability of the City's intended use thereof. Seller hereby represents and warrants to the City that, to the best of Seller's knowledge the property is not now in violation of any regulation, law, rule or order relating to hazardous substances or wastes and has not been used, and is not being used, as a sanitary landfill.

17. REQUIRED PROVISIONS DUE TO NO FINAL PLAT. In accordance with the provisions of North Carolina General Statute 160A-375(b), the following provisions shall apply:

(a) Incorporated as an attachment to this contract is a copy of the plat referenced in this contract. The Seller is obligated to deliver to the City a copy of the recorded plat prior to closing and conveyance.

(b) A final subdivision plat has not been approved or recorded at the time of this contract, no governmental body will incur any obligation to the City with respect to the approval of the final subdivision plat, changes between the preliminary and final plats are possible, and this contract may be terminated without breach by the City if the final recorded plat differs in any material respect from the preliminary plat.

(c) If the approved and recorded final plat does not differ in any material respect from the plat referred to in this contract, closing shall not be required to occur earlier than five days after the delivery of a copy of the final recorded plat. Notwithstanding the foregoing, closing may occur earlier than said date with the consent of all parties.

(d) If the approved and recorded final plat differs in any material respect from the preliminary plat referred to in this contract, closing shall not be required to occur earlier than 15 days after the delivery of the final recorded plat, during which 15-day period the City may terminate this contract without breach or any further obligation and may receive a refund of all earnest money or prepaid purchase price. Notwithstanding the foregoing, closing may occur earlier than said date with the consent of all parties.

18. NOTICE. All notices required by this contract shall be in writing and shall be given by either hand delivery to the parties hereto or by placement in the United States Mail, postage prepaid, addressed as follows:

To City
Wayne Bowers
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835-7207

To Seller
V. Parker Overton
Becky H. Overton
3933 Mobleys Bridge Road
Grimesland, NC 27837

19. SEVERABILITY. In the event that any term or condition of this contract or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or condition to any other circumstance or situation shall not be affected thereby, and each term and condition of this contract shall be valid and

enforceable to the full extent permitted by law.

20. PARAGRAPH HEADINGS. The paragraph headings used in this contract are for convenience of reference only and shall not be considered terms of this contract

21. GOVERNING LAW. The Seller and the City agree, that the laws of the State of North Carolina shall govern and control the validity, interpretation, performance and enforcement of this contract.

22. ENTIRE AGREEMENT. This contract contains the entire agreement and understanding between Seller and the City. There are no oral understandings, terms or conditions, and neither Seller nor the City has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are merged in this contract.

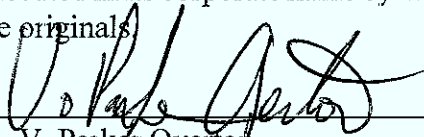
22. MODIFICATION. This contract may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement or waiver, change, modification or discharge is sought.

23. DUPLICATE ORIGINALS. This contract is executed in duplicate originals; and both Seller and the City acknowledge receipt of one such original, agree that the duplicate originals hereof are identical, and further agree that either original shall be admissible in any proceeding, legal, or otherwise, without the production of the other such original

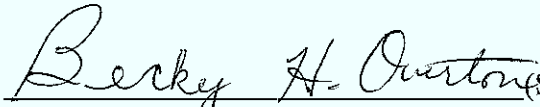
24. EXECUTION. This offer shall become a binding contract when signed by both the City and Seller.

25. SURVIVAL. The terms and provisions of this Contract shall survive Closing.

IN TESTIMONY WHEREOF, the Seller has caused this instrument to be executed under seal, and the City has caused this instrument to be executed in its corporate name by Wayne Bowers, City Manager of the City of Greenville, in duplicate originals.



V. Parker Overton (SEAL)



Becky H. Overton (SEAL)

CITY OF GREENVILLE

By: 

Wayne Bowers, City Manager (SEAL)

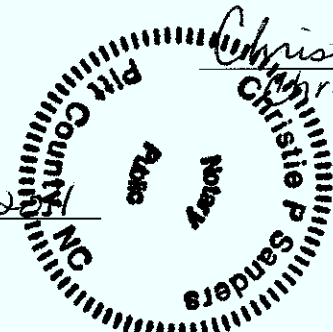
**NORTH CAROLINA
PITT COUNTY**

I, Christie P. Sanders Notary Public in and for the aforesaid County and State, do hereby certify that V. Parker Overton personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 14th day of July, 2009.

My Commission Expires: 10/10/2011

Christie P. Sanders
Christie P. Sanders, Notary Public



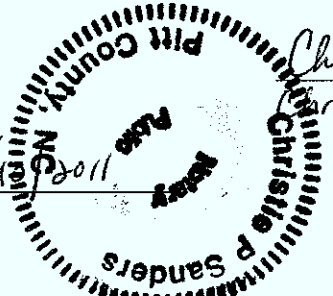
**NORTH CAROLINA
PITT COUNTY**

I, Christie P. Sanders, Notary Public in and for the aforesaid County and State, do hereby certify that Becky H. Overton, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed

WITNESS my hand and official seal, this the 14th day of July, 2009.

My Commission Expires: 10/10/2011

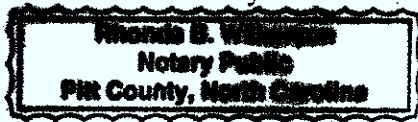
Christie P. Sanders
Christie P. Sanders Notary Public



**NORTH CAROLINA
PITT COUNTY**

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

WITNESS my hand and official seal, this the 13th day of July, 2009.



Rhonda B. Wilkerson
Rhonda B. Wilkerson Notary Public

My Commission Expires: May 24, 2012

EXHIBIT A

Description of Property

Lot 2 of Block B of the Firetower Junction Subdivision as shown on the map entitled Preliminary Plan of Firetower Junction which was approved by the Greenville Planning and Zoning Commission at a meeting held on November 18, 2008, said lot consisting of 1.92 acres, said map being attached hereto and incorporated herein by reference.